

IN THE COURT OF COMMON PLEAS
CLARK COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

KNIGHT RESTORATIONS, LLC
c/o Jeffrey C. Gibson, Registered Agent
2051 Michelle Court
Miamisburg, OH 45342

And

JEFFREY C. GIBSON
106 Denwood Trail
Clayton, OH 45315

Defendants.

Case No: **24 CV 517**

Judge:

COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CONSUMER
RESTITUTION, CIVIL PENALTIES,
AND OTHER APPROPRIATE RELIEF

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio's consumer protection laws have

occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*

2. The actions of Knight Restorations, LLC (“Knight”), and Jeffrey C. Gibson (“Gibson”) (collectively “Defendants”), hereinafter described, have occurred in Clark County and other counties in the State of Ohio and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Clark County is the county where Defendants conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant Knight Restoration is a limited liability company registered with the Ohio Secretary of State on June 1, 2012. Defendant Jeffrey Gibson is named as the Statutory Agent.
6. Defendant Jeffrey C. Gibson is a natural citizen residing at 106 Denwood Trail, Clayton, OH 43515 and is the sole owner and operator of Defendant Knight.
7. Defendants are each a “supplier,” as they each engage in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement services, including roof, windows and siding replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).

8. Defendants are each a “seller” engaging in “home solicitation sales” of “consumer goods or services” as those terms are defined in the HSSA, R.C. 1345.21(A), (C) and (E), because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
9. Defendant Gibson, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant Knight causing, personally participating in, or ratifying the acts and practices of Defendant Knight, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants solicit and sell home improvement goods and services, including roof, window and siding replacements, to consumers at the consumers’ residences.
11. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
12. Defendant Gibson solicited Ohio consumers at their residences and online on behalf of Defendant Knight.
13. Defendants enter into contracts with consumers to provide various home improvement services, including roof, window and siding replacements.
14. Defendant Gibson signs the contracts on behalf of Defendant Knight.
15. Defendants accepted down payments in exchange for various home improvement services, including roof, window and siding replacements.
16. In some instances, payments were made by check to Defendant Knight.
17. In some instances, payments were made by check to Defendant Gibson.

18. Defendant Gibson accepted the payments directly from consumers.
19. Defendants represented to consumers that they will undertake and complete various home improvement services, including roof, window and siding replacements, and, in some instances, failed to deliver the contracted for services within eight weeks of the date of contract or the promised start date.
20. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
21. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions and Defendants' contracts failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

CSPA COUNT 1 - FAILURE TO DELIVER

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
23. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for services and then permitting eight weeks to elapse without making delivery of services ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar services of equal or greater value as a good faith substitute.

CSPA COUNT 2 – SHODDY AND SUBSTANDARD WORK

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy, substandard or unworkmanlike manner and then failing to correct such work.
26. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA

FAILURE TO OFFER THREE DAY RIGHT TO CANCEL

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.
29. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF


WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. ASSESS, FINE, and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein, pursuant to R.C. 1345.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.

H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General



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