

IN THE COURT OF COMMON PLEAS
CLARK COUNTY, OHIO

Clark County, Ohio
FILED
JUN 11 2025
Common Pleas Court
Melissa M. Tuttle, Clerk

STATE OF OHIO, *ex rel.*)
ATTORNEY GENERAL)
DAVE YOST)
)
PLAINTIFF,)
)
v.)
)
KNIGHT RESTORATIONS, LLC,)
ET AL.,)
)
DEFENDANTS.)

CASE NO. 24 CV 517

JUDGE BRIAN C. DRISCOLL

**FINAL ORDER AND ENTRY FOR
DAMAGES AND OTHER
REQUESTED RELIEF**

Plaintiff, the State of Ohio, commenced this action on July 9, 2024, filing its Complaint against Defendants Knight Restorations, LLC and Jeffrey C. Gibson (“Defendants”). The Complaint alleged violations of the Consumer Sales Practices Act (“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.* and sought declaratory relief, injunctive relief, restitution to injured consumers, and civil penalties.

Plaintiff moved for default judgment on February 18, 2025. The Court granted default judgment against Defendants on February 26, 2025.

Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief in which Plaintiff submitted evidence, including four affidavits of consumers, supporting the facts supporting the amount of consumer damages and civil penalties that Plaintiff was requesting. The evidence established that the consumers sustained monetary damages after Defendants failed to provide the home improvement services, namely roof, window and siding replacements, for which Defendants accepted the consumers’ payments, that Defendants provided home improvement

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JUN 12 2025

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services that were incomplete, shoddy, substandard or unworkmanlike and failed to correct such work and that Defendants failed to provide any consumer proper notice of their home solicitation sale before three business days after the contract was signed. The Court finds that the consumers sustained damages in the amount of \$37,775.00.

In its Damages Memo, Plaintiff also justified the request for a \$30,000.00 civil penalty against Defendants. Plaintiff requested the civil penalty pursuant to R.C. 1345.07(D) and provided evidence of the Defendants' violations of the CSPA and HSSA sufficient to warrant imposing a civil penalty. The Court finds Plaintiff's request for a civil penalty in the amount of \$30,000.00 to be well-taken.

Based on the above, the Court restates below the Findings of Fact, Conclusions of Law, and Orders that were originally included in the Court's February 26, 2025 Default Judgment Entry and Order, along with Orders specifying the consumer damages and civil penalty amounts.

FINDINGS OF FACT

1. Defendant Knight Restorations is a limited liability company registered with the Ohio Secretary of State on June 1, 2012. Defendant Gibson is named as the Statutory Agent.
2. Defendant Jeffrey C. Gibson is a natural citizen residing at 985 Oak Lea Drive, Troy, Ohio 45373 and is the sole owner and operator of Defendant Knight Restorations, LLC.
3. Defendant Gibson, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant Knight Restorations causing, personally participating in, or ratifying the acts and practices of Defendant Knight Restorations, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

4. Defendants solicit and sell home improvement goods and services, including roof, window and siding replacements, to consumers at the consumers' residences.
5. 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.
6. Defendant Gibson solicited Ohio consumers at their residences and online on behalf of Defendant Knight Restorations.
7. Defendants enter into contracts with consumers to provide various home improvement services, including roof, window and siding replacements.
8. Defendant Gibson signs the contracts on behalf of Defendant Knight Restorations.
9. Defendants accepted down payments in exchange for various home improvement services, including roof, window and siding replacements.
10. In some instances, payments were made by check to Defendant Knight Restorations.
11. In some instances, payments were made by check to Defendant Gibson.
12. Defendant Gibson accepted the payments directly from consumers.
13. 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.
14. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.

15. 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.

CONCLUSIONS OF LAW

16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

17. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Clark County is a county where Defendants conducted activity giving rise to the claims for relief.

18. The Attorney General is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 *et seq.*

19. Defendants are each a "supplier," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for service, including roof and siding replacements, for purposes that were primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).

20. 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.

21. Defendant Gibson controlled and directed the business activities and sales conduct of Defendant Knight Restorations, causing, personally participating in, or ratifying the acts and practices of Knight Restorations, LLC, including the conduct giving rise to the violations described herein.

22. 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 providing the services ordered, making a full refund and offering to send a refund within two weeks if so requested, or furnishing services of equal or greater value as a good faith substitute.
23. 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.
24. 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.
25. The acts or practices described in Conclusions of Law Paragraphs 23 through 25 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For the purposes of affecting this Default Judgment Entry and Order, it is hereby ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, the manner set forth herein.

- B. Defendants, individually or doing business under any other names, 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, are hereby PERMANENTLY ENJOINED 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.
- C. Defendants, individually and doing business under any other names, are hereby PERMANENTLY ENJOINED 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. Defendants are ORDERED jointly and severally, to pay consumer damages in the total amount of \$37,750.00 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Section's holding account for distribution to the following four consumers in the amounts identified:
- 1) Melissa Culp - \$6,750.00
 - 2) Mary Davis - \$12,750.00
 - 3) Cynthia Leathers - \$5,325.00
 - 4) James Rucker - \$12,950.00
- E. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), jointly and severally liable to pay a civil penalty to the Ohio Attorney General's Office in the amount of \$30,000.00, which shall be deposited into the Consumer Protection Enforcement

Fund, with one-fourth the amount collected to go to the Clark County Treasurer, pursuant to R.C. 1345.07(G).

F. The money due to the Attorney General's Office under Paragraphs D and E of this judgment shall be paid within seven days of the entry of this judgment by delivering a certified check or money order payable to the Ohio Attorney General's Office to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

G. Defendant are ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.

H. Defendants are ORDERED to pay all court costs.

Journalized
JUN 12 2025
Melissa M. Tuttle
Clerk of Courts

IT IS SO ORDERED

6/11/2025
DATE



JUDGE BRIAN C. DRISCOLL

TO THE CLERK:

Please mail copies of the foregoing Final Order and for Damages and Other Requested Relief at the following addresses:

Jeffrey C. Gibson
985 Oak Lea Drive,
Troy, Ohio 45373

Knight Restorations, LLC
c/o Jeffrey C. Gibson, Statutory Agent
985 Oak Lea Drive,
Troy, Ohio 45373

PREPARED BY:

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