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IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

FOR COURT USE ONLY

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STATE OF OHIO, *ex rel.*
ATTORNEY GENERAL
DAVE YOST

PLAINTIFF,

v.

JAMES C. BOSWELL, *ET AL.*

DEFENDANTS.

CASE NO. A1702318

JUDGE ~~STEVEN E. MARTIN~~

Nestar

FINAL JUDGMENT
ENTRY AND ORDER



Pursuant to Civil Rule 53, the Court hereby adopts the Magistrate's Decision rendered on February 21, 2019. The objection period has expired with no objections having been filed and no extensions having been granted. The Magistrate's Decision is AFFIRMED.

The Court finds that each consumer sustained individual damages in the amounts set forth in the Consumer Damages Summary, attached as Exhibit 8 to Plaintiff's Damages Memo, filed December 12, 2018. The Court awards damages against Defendant James Boswell in the amount of \$19,980 for all five consumers included in this lawsuit, and orders Defendant James Boswell to pay a \$20,000 civil penalty in this matter. The Court awards damages against Defendant Edward Boswell in the amount of \$11,900 for Consumers Fildes and Fye, and orders Defendant Edward Boswell to pay a civil penalty of \$7,500 in this matter.

The Court makes the following Findings of Fact and Conclusions of Law, and orders the following relief, based on the Magistrate's Decision and the Court's January 24, 2018 Default Judgment Entry and Order against Defendant James C. Boswell, and the

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ATTORNEY GENERAL OF OHIO

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Court's November 27, 2018 Default Judgment Entry and Order against Defendant Edward Boswell.

FINDINGS OF FACT

1. Defendant James C. Boswell is a natural person residing at Pickaway Correctional Institution, 11781 St. Route 762, Orient, Ohio 43146.
2. Defendant James C. Boswell was served with the summons and Complaint by process server on August 30, 2017.
3. Defendant James C. Boswell did business as Discount Paving in Hamilton County and other Ohio counties.
4. Defendant James C. Boswell controlled and directed the business activities and sales conduct of Discount Paving, causing, personally participating in, or ratifying the acts and practices of it as described in the Complaint.
5. Defendant James C. Boswell solicited consumers and accepted payments for home improvement goods and services, specifically related to driveway paving, within multiple counties in Ohio, including Hamilton County.
6. Defendant James C. Boswell solicited and sold home improvement goods and services at the residences of buyers.
7. Defendant James C. Boswell did not notify consumers of their cancellation rights.
8. Defendant James C. Boswell did not provide consumers with a notice of cancellation.
9. Consumers attempted to cancel their contracts with Defendant James C. Boswell.
10. Defendant James C. Boswell refused to honor consumers' cancellation requests.

11. Defendant James C. Boswell accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and refused to refund consumers' deposits or payments.
12. Defendant James C. Boswell performed substandard, shoddy, and incomplete work and failed to fix or complete the substandard, shoddy, and incomplete work.
13. Defendant James C. Boswell's failure to perform contracted services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have his work corrected and/or to complete the work he was supposed to do.
14. Defendant Edward Boswell is a natural person whose current address is unknown and whose last known address was 1 Vicksburg Drive, West Chester, Ohio 45069.
15. Defendant Edward Boswell was served by publication and an Affidavit in Proof of Publication was filed on October 22, 2018.
16. Defendant Edward Boswell did business as Discount Paving in Hamilton County and other Ohio counties.
17. Defendant Edward Boswell controlled and directed the business activities and sales conduct of Discount Paving, causing, personally participating in, or ratifying the acts and practices of it as described in the Complaint.
18. Defendant Edward Boswell solicited consumers and accepted payments for home improvement goods and services, specifically related to driveway paving, within multiple counties in Ohio, including Hamilton County.
19. Defendant Edward Boswell solicited and sold home improvement goods and services at the residences of buyers.
20. Defendant Edward Boswell did not notify consumers of their cancellation rights.

21. Defendant Edward Boswell did not provide consumers with a notice of cancellation.
22. Defendant Edward Boswell accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and refused to refund consumers' deposits or payments.
23. Defendant Edward Boswell performed substandard, shoddy, and incomplete work and failed to fix or complete the substandard, shoddy, and incomplete work.
24. Defendant Edward Boswell failed to perform contracted services in a proper manner resulting in harm to consumers.

CONCLUSIONS OF LAW

25. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Ohio Consumer Sales Practices Act ("CSPA").
26. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Hamilton County.
27. The Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.01 *et seq.* and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
28. Defendant James C. Boswell is a "supplier" as that term is defined in R.C. 1345.01(C), since he engaged in the business of effecting "consumer transactions," either directly or indirectly, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A), (C), and (D) of the CSPA.
29. Defendant James C. Boswell committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from

consumers for repairs and services on household goods and permitting eight weeks to elapse without delivering the promised services or issuing a full refund.

30. Defendant James C. Boswell committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing repairs and services on household goods in an incomplete, shoddy, or unworkmanlike manner, and failing to correct the work.

31. Defendant James C. Boswell violated the Home Solicitation Sales Act ("HSSA"), R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contract by a specific date.

32. Defendant Edward Boswell is a "supplier" as that term is defined in R.C. 1345.01(C), since he engaged in the business of effecting "consumer transactions," either directly or indirectly, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A), (C), and (D) of the CSPA.

33. Defendant Edward Boswell committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from consumers for repairs and services on driveways and permitting eight weeks to elapse without delivering the promised services or issuing a full refund.

34. Defendant Edward Boswell committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing repairs and services on driveways in an incomplete, shoddy, or unworkmanlike manner, and failing to correct the work.

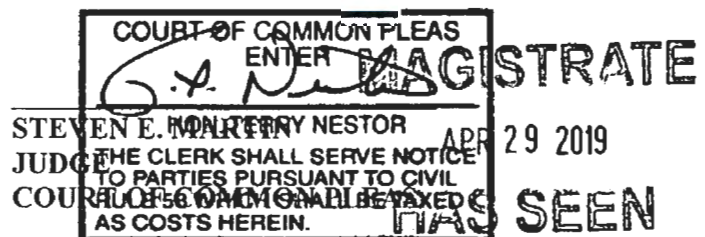
35. Defendant Edward Boswell violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their rights to cancel their contracts by a specific date.

THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED, THAT:

- A. A judgment by default is hereby entered in favor of Plaintiff and against Defendants, pursuant to Civ. R. 55.
- B. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner described herein.
- C. Defendants, their agents, servants, 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 PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.
- D. Defendant James C. Boswell is ORDERED to pay consumer damages, pursuant to R.C. 1345.07(B), in the amount of \$19,980.00. Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to the Finance Specialist, Consumer Protection Section, Office of the Ohio Attorney General, 30 East Broad Street, 14th Floor, Columbus, Ohio 43215, to be distributed to the consumers as indicated in Exhibit 8 to the Damages Memo.
- E. Defendant James C. Boswell is ORDERED to pay a civil penalty to the Ohio Attorney General in the amount of \$20,000.00, pursuant to R.C. 1345.07(D). Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to the Finance Specialist, Consumer Protection Section, Office of the Ohio Attorney General, 30 East Broad Street, 14th Floor, Columbus, Ohio 43215.

- F. Defendant Edward Boswell is ORDERED to pay consumer damages, pursuant to R.C. 1345.07(B), in the amount of \$11,900.00. Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to the Finance Specialist, Consumer Protection Section, Office of the Ohio Attorney General, 30 East Broad Street, 14th Floor, Columbus, Ohio 43215, to be distributed to Consumers Fildes and Fye in the amounts indicated in Exhibit 8 to the Damages Memo.
- G. Defendant Edward Boswell is ORDERED to pay a civil penalty to the Ohio Attorney General in the amount of \$7,500.00, pursuant to R.C. 1345.07(D). Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to the Finance Specialist, Consumer Protection Section, Office of the Ohio Attorney General, 30 East Broad Street, 14th Floor, Columbus, Ohio 43215.
- H. All contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices and in violation of the HSAA are hereby rescinded with full restitution to the consumers.
- I. Defendants are ENJOINED from engaging in business as suppliers in any consumer transactions in the State of Ohio, until such time as they have satisfied all monetary obligations due hereunder.
- J. Defendants are ORDERED to pay court costs.

IT IS SO ORDERED.



THIS IS A FINAL APPEALABLE ORDER

The Clerk of Courts is hereby directed to serve notice of this judgment upon all parties:

Brandon C. Duck
Assistant Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

James C. Boswell
A733899
Richland Correctional Institution
P.O. Box 8107
Mansfield, Ohio 44905

Edward Boswell
1 Vicksburg Drive
West Chester, OH 45069