

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)
ATTORNEY GENERAL)
MICHAEL DEWINE)
30 East Broad Street, 14th Floor)
Columbus, Ohio 43215)

Case No:

PLAINTIFF,)

Judge:

v.)

BLISS ENTERPRISES, LLC)
d/b/a ERIKA TAYLOR CONSULTING)
c/o registered agent)
Anthony J. Anthony)
382 N. Front St. LL)
Columbus, Ohio 43215)

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

and)

MINORITY CREDIT & FINANCE)
COMMISSION)
c/o registered agent)
Ohio Money Brokers Association)
175 S Third Street, Suite 200)
Columbus, Ohio 43215)

and)

ERIKA TAYLOR)
4855 Snowy Creek Dr.)
Grove City, OH 43123)

and)

KURTIS TURNER)
5345 Ivyhurst Drive)
Columbus, Ohio 43232)

DEFENDANTS.)



INTRODUCTION

1. Defendants marketed a program called “The Gift” that promised consumers that the consumers could apply for, and receive, a large monetary gift from a wealthy, anonymous benefactor. Participants paid Defendants several hundred dollars in fees to participate in the program. Numerous consumers paid Defendants to participate in the program, but none have ever received any money from the “benefactor.”

JURISDICTION AND VENUE

2. Plaintiff, State of Ohio, by and through counsel, the Attorney General of Ohio, Michael DeWine, 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 R.C. 1345.07.
3. The actions of Defendants, Erika Taylor, Kurtis Turner, Bliss Enterprises, LLC, and Minority Credit & Finance Commission (collectively “Defendants”), hereinafter described, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
4. Jurisdiction over the subject matter lies with this Court pursuant to the CSPA, R.C. 1345.04.
5. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), as Defendants conducted activity in this county that gives rise to the claims for relief.

DEFENDANTS

6. Defendant Bliss Enterprises, LLC (“Erika Taylor Consulting”) is a limited liability company registered in the state of Ohio with a principal business address in Columbus, Ohio. Bliss Enterprises, LLC does business as Erika Taylor Consulting.
7. Defendant Minority Credit & Finance Commission (“MCFC”) is a nonprofit corporation registered in the state of Ohio with a principal place of business in Columbus, Ohio.
8. Defendant Erika Taylor (“Taylor”) is an adult Ohio resident who was and is an owner, employee, officer, or director of Bliss Enterprises, LLC.
9. Upon information and belief, Defendant Taylor directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
10. Defendant Kurtis Turner (“Turner”) is an adult Ohio resident who was and is an owner, employee, officer, or director of Minority Credit & Finance Commission.
11. Upon information and belief, Defendant Turner directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
12. Defendants are “suppliers” as defined in R.C. 1345.01(C) since Defendants at all times relevant hereto were engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

STATEMENT OF FACTS

13. Starting in 2016, Defendant Taylor, operating as a representative of Defendant Erika Taylor Consulting, gave presentations throughout central Ohio about a program called “The Gift.” Defendant Taylor stated that The Gift was a program through which a wealthy, anonymous benefactor gave gifts of up to \$14,000 to worthy individuals.
14. Defendant Taylor stated that to apply for the program, consumers had to fill out an application containing personal information and describing how the consumer would use the gift. In addition, the consumer had to pay for a background check and pay a consulting fee.
15. Defendant Taylor distributed flyers about the program. A copy of the flyer is attached as **Exhibit A**. Among other things, the flyer states that:
 - a. “Erika Taylor Consulting is proud to be part of THE GIFT, a philanthropic project that gives individuals up to \$14,000 annually with no repayment.”
 - b. “The benefactor is a self-made individual who has built and sustained an 11-figures per year income.”
 - c. “[Qualifications include] Pay for and pass a background check! This is a full FBI check done by the Benefactors Attorney. The 6 offenses that will disqualify you from the project are: human trafficking, murder, rape, child pornography or molestation, terrorist activities, or king pin drug activities[,]” “[p]rovide W2s, 1099s, or recent tax returns, and a photo ID” and “[f]ill out the application truthfully, correctly, legibly, and in BLUE ink only!”

- d. “Once background is complete, the benefactor will determine amounts based on the information provided in the application. This can take from 8-12 weeks.
- e. Once amounts are determined and money dispersed, recipients will be called and scheduled to come to the gifting table. At that time Erika Taylor Consulting will be paid a fee of \$299.”

16. Although the documents advertising The Gift program imply that the consumer will only be considered for a gift, Defendant Taylor told many consumers that they would receive a gift so long as the consumer passed their background check.

17. Many of the statements in Exhibit A or other statements made by Defendants Taylor and Erika Taylor Consulting are false.

18. After the presentation, many consumers paid several hundred dollars to participate in the program. Taylor told the consumers that the payments were for consulting fees and a background check. The fees paid were often greater than \$150 for a background check or \$299 for a consulting fee. Checks or credit card payments were made to Erika Taylor or Erika Taylor Consulting. Some checks contained “MCFC” in the memo line.

19. Some consumers signed a form stating that they “expressly grant permission to The Minority Credit & Finance Commission, its representatives, agents and affiliates to discuss my application and any information related to said application with Erika Taylor Consulting, LLC, its representatives, agents and affiliates.”

20. After eight to twelve weeks consumers did not receive any follow-up regarding their application. When they contacted Defendant Taylor, she told them that there had been delays and that the money was still coming.
21. Eventually, many of the consumers were contacted by Defendant Turner or Defendant MCFC. Defendants Turner and MCFC told the consumers that they were involved with The Gift program that the consumers had to fill out a new application.
22. A copy of the application from MCFC is attached as **Exhibit B**. Among other statements, the application states that:
 - a. “The terms and conditions in which you previously signed up are listed below. We have taken the time to provide a complete breakdown with clarification from the previous benefactor as to how they should be understood.”
 - b. “Funds are available to individuals, families and businesses up to twenty-five thousand dollars (\$25,000.00) in the form of various gives, cash or financial assistance. All applications are accepted on a first come first served basis and will be funded as funds are available and in the order they are received.”
 - c. “After applying you may not submit support ticket emails or phone calls to anyone asking the status of the application. You will be contacted. If you violate this your application will be denied immediately.
 - d. “Normal processing time is 8-12 weeks but may vary depending on the number of applicants.”

- e. “Terms and conditions subject to change without notice.”
- f. “Funds are available up to \$25,000 in the form of Gifts, Cash, or Financial Assistance.”

23. Many of the statements in Exhibit B or other statements made by Defendants Turner and MCFC are false.

24. Many consumers filled out the application from MCFC and returned it Defendants MCFC or Turner.

25. Defendant Turner told at least one consumer that Defendant Turner was the benefactor.

26. Consumers did not receive any gifts or other money from any of the Defendants, or from any benefactor or other source.

27. Many consumers contacted Defendants to receive refunds of the fees they paid. The consumers have not received refunds.

28. Upon information and belief, the benefactor or anonymous donor referenced by Defendants does not exist.

29. The Attorney General of Ohio has received numerous complaints from consumers about Defendants. To date, the Attorney General’s office has received complaints from 34 consumers who paid a total of at least \$9,500.

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

COUNT I- FAILURE TO DELIVER

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-29 of this Complaint.

31. 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 goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

COUNT II - MISREPRESENTATIONS

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-29 of this Complaint.

33. Defendants have engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(B)(1) by representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have.

34. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – ENTERING INTO TRANSACTIONS THAT DO NOT PROVIDE A SUBSTANTIAL BENEFIT TO THE CONSUMER

1. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-29 of this Complaint.

2. Defendants have engaged in unconscionable acts and practices in violation of R.C. 1345.03, as set forth in R.C. 1345.03(B)(3) by entering into transactions or providing services that the Defendants knew did not provide a substantial benefit to the consumer.
3. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests that this Court:

1. **ISSUE A DECLARATORY JUDGMENT**, pursuant to R.C. 1345.07(A)(1) declaring that each act or practice described above violates the CSPA, R.C. 1345.01 et seq. in the manner set forth therein.
2. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants Erika Taylor, Bliss Enterprises LLC, Kurtis Turner, and Minority Finance & Credit Commission, their agents, servants, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains, from further violation of the CSPA, R.C. 1345.01 et seq, and from engaging in further consumer transactions until all consumer restitution awarded under this action has been paid.
3. **ORDER** Defendants Erika Taylor, Bliss Enterprises LLC, Kurtis Turner, and Minority Finance & Credit Commission, pursuant to R.C. 1345.07(B) and R.C.

1345.07(B), to reimburse all consumers damaged by their unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.

4. **ASSESS, FINE, AND IMPOSE** upon Erika Taylor, Bliss Enterprises LLC, Kurtis Turner, and Minority Finance & Credit Commission, a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
5. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Erika Taylor, Bliss Enterprises LLC, Kurtis Turner, and Minority Finance & Credit Commission maintain in their possession and control for a period of five (5) years all business records relating to Bliss Enterprises LLC, Minority Finance & Credit Commission, and The Gift program, and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) notice to inspect and/or copy any and all such records.
6. **GRANT** the Ohio Attorney General its costs in bringing this action.
7. **ORDER** Defendants Erika Taylor, Bliss Enterprises LLC, Kurtis Turner, and Minority Finance & Credit Commission to pay all court costs.

8. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Jeffrey R. Loeser

Jeffrey R. Loeser (0082144)

Assistant Attorney General

Consumer Protection Section

30 East Broad Street, 14th Floor

Columbus, Ohio 43215

614-644-9618 (telephone)

877-650-4712 (fax)

jeff.loeser@ohioattorneygeneral.gov

Counsel for Plaintiff,
Ohio Attorney General

Erika Taylor Consulting is proud to be part of **THE GIFT**, a philanthropic project that gives individuals up to \$14,000 annually with no repayment!

The benefactor is a self-made individual who has built and sustained an 11-figure per year income.

His frustration with the amount of quarterly taxes he is paying (in the millions!) forced him to find a way to reduce his tax burden while helping lower and middle-income individuals through this gifting.

The IRS allows any individual to give \$14k annually to another individual with a tax deduction for the giver and no taxes for the recipient.

The qualifications are as follows:

- Pay for and pass a background check! This is a full FBI check done by the Benefactors Attorney. The 6 offenses that will disqualify you from the project are: human trafficking, murder, rape, child pornography or molestation, terrorist activities, or king pin drug activities.
- The background fee is \$150 and must be paid in order to apply. Cash, check or credit card are accepted.
- Provide **W2s, 1099s, or recent tax returns**, and a photo ID.
- If disabled or unemployed, acceptable documentation will be determined by the Consultant.
- Fill out the application truthfully, correctly, legibly, and in **BLUE** ink only!
- Once background is complete, the benefactor will determine amounts based on the information provided in the application. This can take from 8 to 12 weeks.
- Once amounts are determined and money dispersed, recipients will be called and scheduled to come to the gifting table. At that time Erika Taylor Consulting will be paid a fee of \$299.

We look forward to your application and giving you
THE GIFT!



Erika Taylor Consulting

1071 S. High Street • Suite 100 • Columbus Ohio 43206
614.816.8355 • erikataylorconsulting@gmail.com

MINORITY CREDIT & FINANCE COMMISSION

Application & Information Packet

2016-2017



What we need!

You must provide a copy of **VALID IDENTIFICATION**

You must submit to a **CREDIT & CRIMINAL BACKGROUND CHECK**

You must provide a current **INCOME INFORMATION**.

Current means no older than 30 to 60 days. (i.e. Check stubs etc.)

You must provide copies of **TAX RETURNS** for the previous year. You should have copies of these on hand in your records, also.

You must provide copies of **BILLS. NO OPEN DEBT.**

(Open debt means any open credit, home, auto or other account currently being paid on.)

You must furnish a **FINANCIAL HARDSHIP LETTER**.

You must complete the forms provided by The Minority Credit & Finance Commission for State, Local and Federal purposes.

You should supply any other information that may be helpful.

*****NOTE*** OTHER DOCUMENTATION MAY BE REQUESTED AT A LATER DATE.**

Some individuals or businesses may be required to complete: **Financial Literacy & Education and other Courses.**

The terms and conditions in which you previously signed up are listed below. We have taken the time to provide a complete breakdown with clarification from the previous benefactor as to how they should be understood. Should you have any further questions please contact our offices.

Terms & Conditions: Must be 18 years of age or older to apply. Funds are available to individuals, families and businesses up to twenty-five thousand dollars (\$25,000.00) in the form of various gifts, cash or financial assistance. All applications are accepted on a first come first served basis and will be funded as funds are available and in the order they are received. All applications will be honored. All applicants will undergo a due diligence review before funds, gifts and/or assistance is executed. The purpose of this review is to ensure that the individual, family or business is capable of receiving and administering the funds in a legal, accountable and responsible manner. Procedures include but are not limited to verification of; identity, proof of address, business license (If for business purpose) Credit reports from credit reporting agencies (Decisions are not based on credit) and other background checks. Terms and conditions are subject to change without notice. This is a Gift, (Based on current tax exclusion laws.) not a promotion, contest, sweepstakes, loan or line of credit. The total amount of this gift cannot exceed \$25,000.00. Taxes where applicable. No other fees apply. All applicants must provide proper photo identification and proof of address. (Ex. Drivers license, student identification, copy of utility bill etc.) After applying you may not submit support ticket emails or phone calls to anyone asking the status of application. You will be contacted. If you violate this your application will be denied immediately. Normal processing time is 8-12 weeks but may vary depending on the number of applicants. Both parties agree to adhere to generally accepted confidentiality practices and must agree not to disclose any information private or otherwise about this offer its donor or recipient. "Private information" does not include information available in the public domain. Terms and conditions subject to change without notice.

1. Funds are available up to \$25,000 in the form of Gifts, Cash or Financial Assistance

A) You will receive a Gift, Some cash or Financial assistance valued from \$1- \$25,000.00

B) You will receive 1 of the 3. Not all 3

2. All applications are accepted on a first come first serve basis and will be funded as funds are available.

A) When funds are available we will award accordingly one of the three as discussed depending on your application

3. Normal processing time is 8-12 weeks **BUT** may vary depending on the number of applicants.

A) In this case there are a number of applicants and times will vary depending on availability of funds.

4. After applying you may not submit support ticket emails or phone calls to anyone asking the status of application. You will be contacted. If you violate this your application will be denied immediately.

5. Terms & Conditions subject to change without notice.

The Minority Credit & Finance Commission

Who are we?

The Minority Credit & Finance Commission is a nonprofit organization which examines past, present and future credit and financial products available to minorities. We introduce Financial Literacy & Education, as well as provide some financial assistance to individuals and businesses of all ethnic groups.

Who we are not!

We are not a legal service, loan service, and grant service, grant writing service, government organization, credit repair service, debt consolidation service or free money service.

What we do?

We examine the financial markets to find which financial and credit products are available to minorities.

What will we do for you?

1. We will find the best possible financial products available to you.
2. We will formally introduce you to Financial Literacy and Education.
3. Provide guidance and consultation to a better financial future.
4. Help develop better financial research skills.
5. Search and find the best possible financial assistance available to fit your needs.
6. Continuously work to better your financial situation.
7. Assist in maintaining a healthy financial lifestyle

What will you do for yourself?

1. Learn the importance of Financial Literacy & Education.
2. Learn the importance of budgeting.
3. Learn the importance of credit monitoring.
4. Learn the importance of prevention of identity theft.
5. Make a commitment to take control of your financial situation.

Notification and Authorization to Release Criminal Information

Notification

The assistance for which you are being considered requires you to consent to a criminal background check as a condition. This check includes the following: Criminal history reference searches for felony and misdemeanor convictions at the county, state and/or federal levels of every jurisdiction where I currently reside or where I have resided during the past 7 years; and sex offender registry searches at the county, state and/or federal levels in every jurisdiction where I currently reside or where I have resided.

Authorization

I hereby authorize MCFC and its affiliates to conduct the criminal background check described above. In connection with this, I also authorize the use of law enforcement agencies and/or private background check organizations to assist MCFC in collecting this information. I understand that MCFC will secure a third party vendor (Background Review Agency) to assist in collecting and verifying information.

I also am aware that records of arrests on pending charges and/or convictions are not an absolute bar from receiving assistance. Such information will be used to determine whether the results of the background check reasonably bear on my trustworthiness or my ability to handle the assistance in a manner which is safe for myself and surrounding community members.

Assistance Applied for: **Financial Hardship Assistance**

MCFC DIV/OH: OFFICE USE ONLY: _____

Please print (for identification purposes):

Full Legal Name: _____
First
Middle
Last

Other Names You Have Used in Past Seven Years: _____

Current Address: _____

Previous Address (most recent): _____

Addresses in the 7 years prior to completing this authorization: _____

Phone Number: _____ Alternate Phone Number: _____

Date of Birth: _____ Gender: Female _____ Male _____
Month/Day/Year

Social Security Number: _____

Driver's License # _____ State of Driver's License _____

Have you ever been convicted of a criminal *offense or have any pending criminal* charges against you?

*This refers only to felonies and misdemeanors; you do not need to include non-criminal traffic violations or municipal ordinance violations.

Yes____ (Provide detail on another page) No____

{Your Name}
{Your Address}
{Your Phone Number}

{Financial Institution Name}
{Address}
{Phone Number}
ATTN: {contact person}

{Date}

RE: {Financial Hardship Assistance} Gifting Assistance Program

To Whom It May Concern:

I am writing because I am currently experiencing financial hardship, and would like to receive a Gift, Cash or Financial Assistance to **{reduce my monthly payments, avoid foreclosure, etc.}**.

My problems began **{date}**, when **{reasons for financial hardship, such as death, divorce, medical issues, etc.; be specific}**. Since then, I have had **{amount in dollars}** per month, which has to go to **{other areas where you need to send your money each month}**.

I am not trying to avoid my responsibilities, and I am embarrassed that I am even in this position in the first place. I know that we all want to avoid **{foreclosure, repossession, collections agency, etc.}**, so please contact me as soon as possible and we can discuss the options.

Sincerely,

{Sender Name}

CONSUMER CREDIT REPORT AND INFORMATION RELEASE FORM

PLEASE READ CAREFULLY!

I authorize MCFC and its affiliates to obtain Consumer Credit Reports from consumer reporting agencies and other credit sources or creditors on me. This authorization is valid for purposes of verifying information given pursuant to business negotiations, or any other lawful purpose covered under the Fair Credit Reporting Act. (FCRA) This Consumer Credit Check may contain information available in the Public Domain but may not include interviews with persons other than previous creditors or their agents. By my signature below, I hereby authorize all corporations, credit agencies, law enforcement agencies, city, state, county and federal courts agencies, military services and persons to release all information they may have about me including payment history. This authorization shall be valid in original or copy form. I understand that MCFC will secure a Third party (Background Review Agency) to help with the collection and verification of information.

Applicant's Name _____

Social Security Number _____

Date of Birth _____

Current Street Address _____

City, State, Zip Code _____

Drivers License # _____ State _____

Signature _____ Date _____

****NOTE: PLEASE INCLUDE A COPY OF A VALID DRIVERS LICENSE****

To the best of my knowledge, the information provided in this Notice and Authorization and any attachments thereto is true and complete. I understand that any falsification or omission of information may disqualify me for this assistance and/or may serve as grounds for the denial of any future assistance from MCFC. By signing below I hereby provide my authorization to MCFC and its affiliates to conduct a criminal background check.

Signature

Date