

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CASE NO. 17 CV 7850
MICHAEL DEWINE)	
)	JUDGE LYNCH
Plaintiff,)	
)	CONSENT JUDGMENT AND
v.)	FINAL AGREED ORDER AND
)	ENTRY AGAINST DEFENDANT
BLISS ENTERPRISES, LLC)	KURTIS TURNER
et al.)	
)	
Defendants.)	

This matter came to be heard upon a complaint by Plaintiff, State of Ohio ex rel. Attorney General Michael DeWine ("Plaintiff"), charging Defendant Kurtis Turner ("Defendant") with violations of the Consumer Sales Practices Act ("CSPA"). Plaintiff and Defendant have agreed to settle and resolve the matters contained herein and all claims alleged against Defendant. Default judgment was previously granted against co-defendants Bliss Enterprises, LLC and Erika Taylor via the Court's Final Judgment Entry and Order Against Defendants Bliss Enterprises, LLC and Erika Taylor entered on May 22, 2018.

By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), the Defendant submits to the personal jurisdiction of this Court and consents to the entry of this judgment. For purposes of settlement only, Defendant consents to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

FINDINGS OF FACT

1. The actions of Defendant, hereinafter described, have occurred in Franklin County and other counties in Ohio.

2. 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.
3. Defendant Turner is an adult Ohio resident who was and is an owner, employee, officer, or director of Minority Credit & Finance Commission.
4. Defendant Turner directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter stated.
5. Co-Defendants Erika Taylor and Bliss Enterprises, LLC d.b.a. Erika Taylor Consulting gave presentations throughout central Ohio about a program called "The Gift." Taylor stated that The Gift was a program through which a wealthy, anonymous benefactor gave gifts of up to \$14,000 to worthy individuals.
6. After the presentation, many consumers paid several hundred dollars to participate in the program. Checks or credit card payments were made to Erika Taylor or Erika Taylor Consulting. Some checks contained "MCFC" in the memo line.
7. Eventually, many of the consumers were contacted by Defendant Turner or 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.
8. The application referred to in Paragraph 7 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.”
9. Some of the statements in Paragraph 8 or other statements made by Defendants Turner and MCFC are false.
10. Many consumers filled out the application from MCFC and returned it to MCFC or Defendant Turner.
11. Defendant Turner told at least one consumer that Defendant Turner was the benefactor.
12. Consumers did not receive any gifts or other money from Defendant Turner, or from any benefactor or other source.
13. Many consumers contacted Defendant Turner or MCFC to receive refunds of the fees they paid. The consumers did not receive refunds.

CONCLUSIONS OF LAW

1. Jurisdiction over the subject matter of this action lies with this Court pursuant to the Consumer Sales Practices Act (“CSPA”), R.C. 1345.04.

2. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that many of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.
3. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting or soliciting consumer transactions for purposes that are primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
4. Defendant 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.
5. Defendant 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.
6. Defendant 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.
7. The acts or practices described in Conclusions of Law ¶¶4-6 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. Plaintiff's request for Declaratory Judgment is Granted, it is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner set forth in the Findings of Fact and Conclusions of Law.
- B. Defendant Kurtis Turner, acting under his own name or any other name, and all persons acting on behalf of Defendant Kurtis Turner, directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, is hereby PERMANENTLY ENJOINED from engaging in the acts or practices listed in Conclusions of Law ¶¶4, 5, and 6, and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.
- C. If Defendant Kurtis Turner misses a payment under the payment schedule set forth under Paragraph F, Defendant Kurtis Turner shall be ENJOINED from acting as a "supplier" as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until such a time as he has satisfied all monetary obligations due under this Final Judgment Entry and Order.
- D. Defendant Kurtis Turner is ORDERED to pay consumer restitution to the Ohio Attorney General in the total amount of Five Thousand One Hundred Fifty-Five Dollars (\$5,155.00) to be distributed by the Attorney General to the following consumers:
1. Yalanda Trapp - \$450
 2. Debra Ogg - \$499
 3. Terra Curtis - \$300
 4. Renee Taylor - \$300
 5. John Markieqicz - \$848

6. Shelly Noble - \$150
7. Christine Muczyk - \$524
8. Lisa Thompson - \$150
9. Tina Thomas - \$150
10. Melinda Carver - \$504
11. Ronald Reed - \$150
12. Travis Pittman - \$150
13. Sheila Lively - \$150
14. Ruthanna Smith - \$525
15. Regina Williams - \$150
16. Kathleen Jesionek - \$155

For the consumers due restitution under both this paragraph and under the Default Judgment Entry and Order granted against Defendants Bliss Enterprises, LLC and Erika Taylor entered on May 22, 2018, Defendant Kurtis Turner shall be jointly and severally liable for restitution along with Defendants Bliss Enterprises, LLC and Erika Taylor.

- E. Defendant Kurtis Turner is ORDERED to pay civil penalties to the Ohio Attorney General in the total amount of Ten Thousand Dollars (\$10,000).
- F. The payments ordered under ¶¶D and E shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and delivered to:

**Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

The payments shall be made via a payment schedule as follows: Defendant Kurtis Turner shall pay Two Hundred Fifteen Dollars (\$215.00) every month for twenty-three (23) months, and a final payment of Two Hundred Ten Dollars (\$210.00) for one (1) month. Payment shall be due the first day of each month, starting the month after this Consent Judgment is entered. Payment shall be allocated to consumer restitution before civil penalties. If all payments are timely made, the full Ten Thousand Dollar (\$10,000.00) civil penalty ordered in Paragraph E shall be suspended.

- G. It is further ORDERED that if Defendant Kurtis Turner fails to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation created by the acceleration provision in Paragraph G of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. Defendant Kurtis Turner shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of his business operations.
- J. It is further ORDERED that Kurtis Turner's failure to comply with the terms of this Consent Judgment shall constitute a violation of an injunction of this Court, and Plaintiff may seek a civil penalty pursuant to R.C. 1345.07(A)(2) for such a violation.
- K. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant Kurtis Turner to abide by this Consent

Judgment, Defendant Kurtis Turner shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.

L. Defendant Kurtis Turner is ORDERED to pay all court costs associated with this matter.

This is a final appealable order and there is no just cause for delay.

IT IS SO ORDERED

Approved by:

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 State of Ohio

/s/ Kurtis Turner Pro Se Litigant, per authorization, by Jeffrey Loeser, attorney
Kurtis Turner
5345 Ivyhurst Drive
Columbus, Ohio 43232
614-747-4724
Pro Se Defendant

Direction to Clerk:

Pursuant to Civ.R.58(B), you are to serve notice of this judgment and its date of entry upon the journal to all parties not in default for failure to appear within three days of the judgment's entry upon the journal, and note the service in the appearance docket.

Please also serve copies of this order to the following:

Bliss Enterprises, LLC
d/b/a Erika Taylor Consulting
959 Bluffway Drive
Columbus, Ohio 43235
Defendant

Erika Taylor
959 Bluffway Drive
Columbus, Ohio 43235
Defendant

Franklin County Court of Common Pleas

Date: 08-08-2018
Case Title: OHIO STATE EX REL ATTORNEY GENERAL -VS- BLISS
ENTERPRISES LLC ET AL
Case Number: 17CV007850
Type: CONSENT JUDGMENT

It Is So Ordered.

The image shows a handwritten signature in cursive script that reads "Julie M. Lynch". The signature is written over a circular official seal. The seal contains the text "OHIO STATE EX REL ATTORNEY GENERAL" around the top and "FRANKLIN COUNTY OHIO" around the bottom, with a central emblem.

/s/ Judge Julie M. Lynch