

**IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS
COUNTY OF FRANKLIN, STATE OF OHIO**

TRUSTLY INC

assignee of: Fanatics Sportsbook

c/o Velo Law Office

1750 Leonard St NE

Grand Rapids MI 49505

Plaintiff

vs.

JACOB TAYLOR

615 E Town St

Columbus OH 43215

Defendant

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* CASE NO.

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ORIGINAL

CIVIL COMPLAINT

NOW COMES Plaintiff, Trustly Inc, by and through its attorneys, Velo Law Office, and for its Complaint, states as follows:

1. That Plaintiff, Trustly Inc, is a business duly authorized to transact business.
2. Defendant, Jacob D Taylor, is an individual whose last known address was in the City/Township/Village of Columbus, State of Ohio.
3. That the amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under Ohio RC 1901.17 &/or 2305.01.
4. That venue is proper pursuant to Ohio CivR 3(c).
5. That Plaintiff is entitled to interest pursuant to Ohio RC 1343.01-05, or if applicable as provided by contract, from the date the principal sum became due and attorney's fees/taxable costs.
6. Plaintiff hereby incorporates all attachments and exhibits of this complaint as though fully set forth herein.

COUNT I – BREACH OF CONTRACT

7. Plaintiff incorporates paragraphs One through Six (1-6) as though fully set forth herein.
8. Defendant entered into an agreement with Fanatics Sportsbook, whereby Fanatics Sportsbook was to provide goods and/or services.

9. That if the agreement was based upon a written instrument, a copy of the instrument is within the Defendant possession. (*see Ohio CivR 10(D)(1)*)
10. Fanatics Sportsbook has completed performance by providing the agreed upon goods and/or services.
11. Defendant breached the agreement by failing to perform as promised or as required by law.
12. Fanatics Sportsbook and/or Plaintiff's representatives have made numerous demands for payment, and Defendant has refused, neglected, or otherwise been unable to remedy the breach.
13. As a direct result of Defendant's breach, Fanatics Sportsbook has suffered damages.
14. Plaintiff is currently owed \$50,000.00 from Jacob Taylor.

COUNT II – ACCOUNT STATED

15. In the alternative, Plaintiff incorporates paragraphs One through Fourteen (1-14) as though fully set forth herein.
16. Defendant received and accepted account billing statements from Fanatics Sportsbook and/or Plaintiff's representatives.
17. Defendant has not objected to said statements.
18. That the account has become stated between the parties and consequently Plaintiff is justly owed \$50,000.00 from Jacob Taylor.

COUNT III – UNJUST ENRICHMENT

19. In the alternative, Plaintiff incorporates paragraphs One through Eighteen (1-18) as though fully set forth herein.
20. Defendant has received the benefit of goods and/or services that is/are the subject of this action.
21. The reasonable value of the benefit received and due is \$50,000.00 from Jacob Taylor.
22. That Defendant would have known his/her actions would cause Fanatics Sportsbook damages.
23. As a result of Defendant's failure to pay, Defendant has been unjustly enriched to the detriment of Plaintiff.
24. As a result of Defendant's failure to pay, Plaintiff has sustained damages due to unjust enrichment in the amount of \$50,000.00 from Jacob Taylor.

WHEREFORE, Plaintiff, Trustly Inc, respectfully request this Honorable Court enter Judgment against Defendant in the amount of \$50,000.00 from Jacob Taylor, for a **TOTAL COMPLAINT BALANCE OF \$50,000.00**, together with post-Judgement interest of 8.0000% and court costs.

Respectfully submitted,

Dated: June 11, 2025

P: \$50,000.00 / I: \$0.00
FF: 225.00

RR-0003171837
OSC01a-Complaint
1115.07.16
BRR / PARA (B)

/s/ ***Scott A Renner*** (OH: 0099691) 

VELO LAW OFFICE

Scott A Renner (OH: 0099691)
Elaine K Gladman (OH: 0073882)
Attorney for Plaintiff
1750 Leonard St NE
Grand Rapids MI 49505
(216) 232-9992

This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose.

DISCLOSURES AND NOTICES

The following notices and disclosures in no way alters a Defendant's/Debtor's rights or obligations with respect to this legal proceeding, and the courts may have deadlines that differ.

Validation: Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of the judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is an attempt to collect a debt and any information obtained may be used for that purpose. The writer is a debt collector.

Call Recording: All calls with Velo Law Office may be recorded and monitored.

/s/: Original signatures are on file with the court.

Account Holder(s): Jacob D Taylor

ACCOUNT				
SERV. DATE*	CLIENT REF. NO.	PRINCIPAL BAL.	FOR	REGARDING
09/06/2024	****6091	50000.00	financial services	
...				

*Service date or date of last transaction.

This is an account summary, not a statement from the originating creditor and has not previously been provided to the consumer.
This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose.