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ATTORNEY GENERAL OF OHIO

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

MAY 23 2018

STATE OF OHIO ex rel.	)	CONSUMER PROTECTION SECTION
ATTORNEY GENERAL	)	PUBLIC INSPECTION FILE
MICHAEL DEWINE,	)	CASE NO. 17 CV 7850
	)	JUDGE LYNCH
Plaintiff,	)	
	)	<b>FINAL JUDGMENT ENTRY</b>
v.	)	<b>AND ORDER AGAINST</b>
	)	<b>DEFENDANTS BLISS</b>
BLISS ENTERPRISES, LLC, et al.,	)	<b>ENTERPRISES, LLC AND</b>
	)	<b>ERIKA TAYLOR</b>
Defendants.	)	

**LYNCH, J.**

This cause came to be heard upon Plaintiff State of Ohio, ex rel. Attorney General Michael DeWine's Motion for Default Judgment against Defendants Bliss Enterprises, LLC and Erika Taylor. Defendants Bliss Enterprises LLC d.b.a. Erika Taylor Consulting ("Bliss Enterprises") and Erika Taylor ("Taylor") (collectively "Defendants") were properly served in this matter and have failed to plead or file an answer to Plaintiff's Complaint, or defend against this matter in any manner. Pursuant to Civ. R. 55(A), the Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment against Defendants Bliss Enterprises, LLC and Erika Taylor. Based upon the Complaint, Plaintiff's Motion, and Plaintiff's Memorandum in Support of Requested Damages and Other Relief, the Court enters the following Final Judgment Entry and Order against Defendants Bliss Enterprises, LLC and Erika Taylor.<sup>1</sup>

**FINDINGS OF FACT**

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

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<sup>1</sup> This Final Judgment Entry and Order is not entered into against Defendants Minority Credit & Finance Commission or Kurtis Turner. This matter remains open against these defendants.

2. Defendant Bliss Enterprises 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.
3. Defendant Taylor is an adult Ohio resident who was and is an owner, employee, officer, or director of Bliss Enterprises, LLC.
4. Defendant Taylor directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter stated.
5. 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.
6. 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.
7. Defendant Taylor distributed flyers about the program. Among other things, the flyer stated 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.”
- 8. 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.
  - 9. Many of the statements in ¶7 or other statements made by Defendants Taylor and Erika Taylor Consulting are false.
  - 10. 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.
  - 11. 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.
  - 12. Consumers did not receive any gifts or other money from any of the Defendants, or from any benefactor or other source.

13. Many consumers contacted Defendants to receive refunds of the fees they paid. The consumers have not received refunds.
14. The benefactor or anonymous donor referenced by Defendants does not exist.

### **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. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), as they 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. 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.
5. 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.

6. Defendant has committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement services in an incomplete, shoddy, or substandard manner, and then failing to correct or complete such work.
7. 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.
8. The acts or practices described in Conclusions of Law ¶5-7 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**

- 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. Defendants Bliss Enterprises LLC and Erika Taylor, acting under their own name or any other name, and all persons acting on behalf of Defendants Bliss Enterprises LLC and Erika Taylor directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, are hereby **PERMANENTLY ENJOINED** from engaging in the acts or practices listed in Conclusions of Law ¶¶5, 6, and 7, and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.
- C. Defendants Bliss Enterprises LLC and Erika Taylor are further **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 they have satisfied all monetary obligations due under this Final Judgment Entry and Order.

D. Defendants Bliss Enterprises LLC and Erika Taylor are **ORDERED**, jointly and severally, to pay consumer restitution to the Ohio Attorney General in the total amount of **Four Thousand, Eight Hundred Fifty Dollars (\$4,850.00)** 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

Payment shall be made payable to the "Ohio Attorney General" and sent by certified check or money order within seven (7) day of this order to:

**Financial Assistant  
Office of Ohio Attorney General Mike DeWine  
Consumer Protection Section  
30 E Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

E. Defendants Bliss Enterprises LLC and Erika Taylor are **ORDERED**, jointly and severally, to pay civil penalties to the Ohio Attorney General in the total amount of **Fifty Thousand Dollars** (\$50,000). Payment shall be made payable to the "Ohio Attorney General" and sent by certified check or money order within seven (7) day of this order to:

**Financial Assistant  
Office of Ohio Attorney General Mike DeWine  
Consumer Protection Section  
30 E Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

F. Defendants Bliss Enterprises LLC and Erika Taylor are **ORDERED** to pay all court costs associated with this matter.

**IT IS SO ORDERED.**

**Electronic notification to all counsel of record**

**Copy by U.S. Mail to unregistered parties**

**To Clerk: Please serve copies of this order to the following:**

Kurtis Turner  
5345 Ivyhurst Drive  
Columbus, Ohio 43232  
*Pro Se Defendant*

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:** 05-22-2018  
**Case Title:** OHIO STATE EX REL ATTORNEY GENERAL -VS- BLISS  
ENTERPRISES LLC ET AL  
**Case Number:** 17CV007850  
**Type:** DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

  
The image shows a handwritten signature in cursive script that reads "Julie M. Lynch". To the right of the signature is a circular official seal of the Franklin County Court of Common Pleas, Ohio. The seal contains the text "FRANKLIN COUNTY COURT OF COMMON PLEAS OHIO" around the perimeter and "ALL THINGS ARE" at the bottom.

/s/ Judge Julie M. Lynch