

IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA

**CABELL COUNTY BOARD
OF EDUCATION,**

Plaintiff,

v.

Civil Action No. _____

**ERIC A. MORRISON and
E T ADVISOR SERVICES, LLC,**

Defendants.

COMPLAINT

COMES NOW Plaintiff Cabell County Board of Education, by counsel,
Thomas P. Boggs and the Law Firm of Duffield, Lovejoy and Boggs, PLLC and for
its Complaint states as follows:

JURISDICTION AND VENUE

1. At all times relevant to this action, Plaintiff Cabell County Board of
Education was and is a political subdivision, created under the laws of the State of
West Virginia to operate the schools

3. At all times relevant to this action, Defendant
LLC ("Defendant E T") was and is a Limited Liability Company

conduct business in the State of West Virginia and, indeed, actually doing business as a travel agency in Ona, Cabell County, West Virginia.

4. The Causes of Action enumerated herein arise from conduct which occurred in Cabell County, West Virginia.

5. Venue for the present action lies with this Honorable Court by virtue of West Virginia Code section 56-1-1(a)(1), and other authority.

FACTS

6. Barboursville Middle School ("BMS") is an educational facility operated by Plaintiff to provide school services to 6th through 8th grade students in a portion of Cabell County, West Virginia.

7. Milton Middle School ("MMS") is also an educational facility operated by Plaintiff to provide school services to 6th through 8th Grade students in a portion of Cabell County, West Virginia.

8. During the 2019 – 2020 school year, BMS and MMS planned a joint trip for Eighth Grade students to Washington, D.C.

9. As the schools had done in the past, they contacted Defendant Morrison to make all necessary arrangements for the Eighth Grade students and chaperones to travel to Washington, D.C. in the spring of 2020 (the "School Trip").

10. Defendant Grad.P ()(02 Tw

4. Tours and attractions as determined by School Administrators; and
 5. Stipends for certain specified meals.
- b. Each student who wanted to attend the School Trip was asked to pay between \$775.00 and \$1,199.00, depending on the occupancy level of each student's hotel room.
 - c. Each Middle School was to collect periodic payments from each student
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24. Schools remained closed for the remainder of the 2019 – 2020 school year.

25. Likewise, many of the attractions and tours anticipated for the School Trip ceased operating due to the Covid-19 pandemic.

26. When it became obvious that the School Trip could not occur, neither school made the scheduled fifth installment payment to Defendants, but instead refunded the final payments to the families.

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32. In furtherance of Plaintiff's attempts to obtain refunds for the Cabell County families, Plaintiff further requested an accounting of all expenditures made by Defendants from the School funds paid to Defendants.

33. Defendants refused to provide any information to Plaintiff, claiming instead that Defendants worked through a "consortium" and that the details were "secret."

34. Throughout the entire process of the dealings between Plaintiff and Defendants, Defendant Morrison has been the only person, "partner" or other agent which has acted on behalf of Defendant E T.

35. Despite arduous efforts by the Plaintiff, neither Defendant has returned any of the \$136,500.00 to the Schools.

**COUNT ONE:
CONVERSION / CIVIL THEFT**

36. Plaintiff incorporates the allegations and inferences of all preceding paragraphs of the Complaint into this Count.

37. Plaintiff has provided \$136,500.00 to Defendants for services under the General Services Agreement.

38. The money tendered to Defendants came from families of Eighth Grade Students and/or fundraising efforts undertaken by the children themselves.

39. None of the services

40. The \$136,500.00 tendered to Defendants is the property of Plaintiff (through its constituent schools BMS and MMS) and/or the children and families of BMS and MMS.

41. Defendants have no legal or equitable entitlement to any of the \$136,500.00 being wrongfully held by Defendants.

42. By refusing to return the money to Plaintiff, Defendants continue to wrongfully exercise dominion over Plaintiff's property in denial of Plaintiff's rights.

43. The only equitable remedy for Defendants' conversion/civil theft of Plaintiff's property is to return the \$136,500.00 Plaintiff paid to Defendants, together with interest, as well as all attorney fees and costs associated with Plaintiff's efforts to recoup its property wrongfully converted by Defendants.

44. On information and belief, Defendants Morrison and E T share a unity of interest and ownership such that the separate personalities of each no longer exist.

45. Both Defendants should be held equally responsible for the acts described herein, as an inequitable result would occur if the acts are treated as those of Defendant E T alone.

COUNT TWO:
UNJUST ENRICHMENT / RESTITUTION

46. Plaintiff incorporates the allegations and inferences of all preceding paragraphs of the Complaint into this Count.

47. Plaintiff has provided \$136,500.00 to Defendants for services under the General Services Agreement.

48. The money tendered to Defendants came from families of Eighth Grade Students and/or fundraising efforts undertaken by the children themselves.

49. None of the services promised by Defendants were actually performed by Defendants.

50. Despite having performed none of the services promised, and therefore having no valid claim upon the money, Defendants have refused to return the \$136,500.00 in Defendants' possession.

51. It is inequitable and unjust for Defendants to be enriched at the expense of Cabell County children and families.

52. The only equitable remedy for Defendants' unjust enrichment is to order the restitution of Plaintiff's property in the amount of \$136,500.00, together with interest, as well as all attorney fees and costs associated with Plaintiff's efforts to obtain the restitution owed by Defendants.

53. On information and belief, Defendants Morrison and E T share a unity of interest and ownership such that the separate personalities of each no longer exist.

54. Both Defendants should be held equally responsible for the acts described herein, as an inequitable result would occur if the acts are treated as those of Defendant E T alone.

6

**COUNT THREE:
FRAUD**

56. When the Covid-19 pandemic made the School Trip impossible, Plaintiff contacted Defendant Morrison to discuss refunding the monies paid on behalf of students and families.

57. Defendant Morrison (individually and in his role as “Managing Partner/Director & Director of Travel Services”

