

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 in Cabell County, West Virginia.

2. At all times relevant to this action, Defendant Eric A. Morrison
("Defendant Morrison") was and is a resident of Ona, Cabell County, West Virginia.

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

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 Morrison is the "Managing Partner/Director & Director of Travel Services" of Defendant E T.

11. Both Defendant Morrison and Defendant E T share the same address in Ona, West Virginia, which address also appears to be Defendant Morrison's home address.

12. Defendant Morrison is also the Registered Agent for service of process for Defendant E T.

13. Defendant E T made certain representations in its advertising materials, including the claim on its web site that,

E T Advisor Services LLC is your trusted expert in all forms of transportation, be it rail, air, land, coach or cruise, we're here to help you plan your trip!

<http://www.useeta.com/> (accessed September 15, 2022).

14. Defendant E T's website further represents:

With more than 14 years of experience in travel and transportation, I am here to help you with all of your travel needs. I began my career as a large group domestic travel specialist and expanded to include personal travel, both domestically and internationally. I am well versed in all (sic) forms of transportation, be in (sic) rail, air, land, coach or cruise with expertise all along the US East Coast from the Florida Keys all the way to New England.

In 2016 we have provided travel for more than (sic) 625 people!

<http://www.useeta.com/Page/CustomerService> (accessed September 15, 2022).

15. Defendants produced and provided a General Service Agreement to each school which contained, *inter alia*, the following material terms related to the School Trip:

- a. Defendants were to arrange a tour of Washington, D.C. for the middle schools from May 3, 2020 through May 6, 2020, which included:
 1. Train travel from Huntington, WV to Washington, D.C., and return;
 2. All motor coach transfers to and from the station to the hotel and all attractions and venues;
 3. Three (3) nights of hotel accommodations;

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 and then make five (5) periodic payments in amounts and under a schedule as directed by Defendants.
16. Defendant Morrison and BMS Principal Brent Jarrell both signed the General Service Agreement related to BMS students on August 26, 2019.
17. Defendant Morrison and MMS Principal Curt Mann both signed the General Service Agreement related to BMS students on August 26, 2019.
18. XXX – get # students --- BMS students signed up for the School Trip.
19. XXX – get # students --- MMS students signed up for the School Trip.
20. Over the next six (6) months, the students and their families made regular incremental payments to each respective school. Each school collected the families' payment and then made bulk payments directly to Defendants.
21. The participating students of each middle school also conducted independent fundraising efforts to raise money for the trip.
22. Over the course of four (4) incremental payments made according to the schedule promulgated by Defendants, BMS paid a total of \$76,500.00 to Defendants and MMS paid a total of \$60,000.00 to Defendants.
23. On March 13, 2020, all schools in West Virginia were closed and all school-related activities were indefinitely suspended.

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.

27. Plaintiff, through its administrative offices, contacted Defendants seeking a refund of the prepaid trip so that the individual schools could refund the students and their families.

28. Defendant Morrison responded to Plaintiff's requested refund with an outright denial, citing that he had already paid for the train fares and hotel reservations and that those vendors would not refund the prepayments.

29. In reliance on Defendants' representations, Plaintiffs contacted Senator Joe Manchin's office for help with the Amtrak train fares and were informed that all fares would indeed be refunded.

30. Also in reliance on Defendants' representations, Plaintiffs contacted the hotel directly and was likewise informed that all prepaid reservations would be refunded.

31. Plaintiff informed Defendants that the refunds were forthcoming and asked Defendants, yet again, to pass those refunds to the Schools for distribution back to the students and families.

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 promised by Defendants were actually performed by Defendants.

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.

COUNT THREE:
FRAUD

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

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” of Defendant E T) made affirmative representations to Plaintiff that the monies had been paid to third-party vendors and could not be refunded.

58. On information and belief, Defendants knew these statements were materially false, yet Defendants have continued to adhere to the false statements.

59. On information and belief, Defendants have received full refunds from all third-party vendors.

60. Defendants’ affirmative misrepresentations and outright lies to Plaintiff show actual malice, as well as a conscious, reckless and outrageous indifference to the welfare of Plaintiff, as well as to the children and families of BMS and MMS.

61. Plaintiff has been damaged in the amount of \$136,500.00 as a result of Defendants’ fraudulent conduct.

62. The only equitable remedy for Defendants’ fraudulent conduct is to order the restitution of Plaintiff’s property in the amount of \$136,500.00, together with interest and punitive damages, as well as all attorney fees and costs associated with Plaintiff’s efforts to obtain the return of Plaintiff’s property.

63. 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.

64. 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.

WHEREFORE, Plaintiff prays that this Honorable Court will ORDER Defendants return Plaintiff's \$136,500.00, together with interest and all attorney fees and costs associated with Plaintiff's efforts to obtain the return of Plaintiff's property from Defendants. Plaintiff further prays this Honorable Court will FIND that Defendants' affirmative misrepresentations and outright lies to Plaintiff show actual malice, as well as a conscious, reckless and outrageous indifference to the welfare of Plaintiff, as well as to the children and families of Cabell County, and ENTER judgment for punitive damages against Defendants, and for such other damages and further relief as this Court deems just and proper.

**CABELL COUNTY BOARD
OF EDUCATION,
By Counsel**

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