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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING**

GARY WOOLEVER,  
Plaintiff,

vs.

ANDREW W. MORRISON; "JOHN DOE" AND  
"JANE DOE" 1-50,  
Defendants.

Case No.: 13-2-03663-1

FIRST AMENDED COMPLAINT FOR  
BREACH OF CONTRACT; FRAUD;  
MISREPRESENTATION; CONVERSION;  
VIOLATION OF THE WASHINGTON  
CONSUMER PROTECTION ACT;  
CRIMINAL PROFITEERING; AND TO  
PIERCE THE CORPORATE/LLC VEIL

COMES NOW the plaintiff above named, by and through his attorney Bruce O.  
Danielson of the Danielson Law Office, P.S., and state and allege as follows:

**I. PARTIES.**

1.1 Defendant Andrew W. Morrison a/k/a "Drew Morrison", is believed to be a  
single man residing in Seattle, King County, Washington.

1.2 "John Doe" and "Jane Doe" 1-50 are believed to be individuals, relatives of  
Andrew Morrison, business entities, corporations or limited liability companies as yet  
unidentified who may be liable to the plaintiff for the claims and allegations made herein.



1 authority, held himself as the authorized agent and/or managing member of Finish Touch  
2 Investments, LLC. and conducted the operation of Finish Touch Investments, LLC. without  
3 regard to the authority of the plaintiff and withheld from the plaintiff the fact that the defendant  
4 Morrison was operating the company outside the scope of his authority.  
5

6 2.6 The defendant Morrison represented to the plaintiff that only investments  
7 approved by the plaintiff would be made and only investments would be made after consulting  
8 with the plaintiff.

9 2.7 The defendant Morrison opened a bank account for the receipt and deposit of the  
10 plaintiff's funds. This account was to be used for the business of Finish Touch Investments,  
11 LLC. The defendant Morrison refused to allow the plaintiff to become a signatory on the bank  
12 account.  
13

14 2.8 The plaintiff made repeated demands on the defendant Morrison for a certified  
15 accounting and disposition of the plaintiff's funds. The defendant Morrison refused to provide  
16 any accountings.  
17

18 2.9 The plaintiff instructed the defendant Morrison to cease any further use of his  
19 investment funds unless and until the plaintiff received an accounting of the funds used and  
20 unless approved by the plaintiff.

21 2.10 The plaintiff subsequently learned that the defendant Morrison converted  
22 plaintiff's investment funds to purchase real property without the plaintiff's knowledge,  
23 agreement or consent.  
24

25 2.11 Without authorization of authority, the defendant Morrison took out a mortgage  
26 on the real property purchased with the plaintiff's funds. The mortgage payments were not made  
27

1 and it was later learned that a notice of default and a threat of foreclosure were sent to the  
2 defendant Morrison. The defendant Morrison later sold and assigned the real property to a  
3 company known as Coyote Capital Investments. This sale was without the plaintiff's knowledge  
4 or consent.

5  
6 2.12 The plaintiff demanded from the defendant Morrison that all of the plaintiff's  
7 funds from Finish Touch Investments, LLC. be refunded and an accounting be made by the  
8 defendant Morrison for all of the plaintiff's funds.

9  
10 2.13 In response to the demand for an accounting and repayment of the investment  
11 funds, the defendant Morrison stated that all of the funds were gone and spent. The defendant  
12 Morrison refused to provide an accounting of the disposition of the plaintiff's funds.

13  
14 2.14 The defendant Morrison personally agreed to repay the plaintiff his investment  
15 funds so as to avoid a criminal complaint against the defendant Morrison. To evidence his  
16 personal promise to pay the plaintiff, the defendant Morrison executed a promissory note and  
17 had his signature notarized. A copy of the promissory note is attached hereto as Exhibit "A"  
18 and is incorporated herein by this reference.

19  
20 2.15 In exchange for the promissory note, the defendant Morrison requested and  
21 received a Release of his security interest in certain projects of the defendant Morrison. A copy  
22 of the release is attached hereto and incorporated herein by this referenced as Exhibit "B."

23  
24 2.16 When the defendant Morrison failed to make his first payment under the terms of  
25 the promissory note, Exhibit "A" hereto, the defendant Morrison requested a modification of the  
26 promissory note. On or about June 4, 2012, the defendant Morrison executed a modified  
27 promissory note before a notary public, Exhibit "C" hereto.

1 2.17 The defendant Morrison failed and refused to pay the promissory notes.

2 2.18 The plaintiff commenced a lawsuit against the defendant Morrison alleging  
3 breach of contract.

4 2.19 The defendant Morrison Answered the complaint claiming lack of consideration.

5 2.20 A judgment was entered against the defendant Morrison by the King County  
6 Superior Court in August of 2013.

7 2.21 The defendant Morrison moved to have the motion vacated and alleged, for the  
8 first time, that the promissory notes were forged and that he never executed a promissory note in  
9 his individual capacity and that the obligation is that of Path Investments Group, LLC.  
10

11 2.22 The defendant Morrison claims that the promissory note was signed by him in his  
12 capacity as an officer or agent of Path Investments Group, LLC. despite the express language of  
13 the promissory notes, Exhibits "A" and "C" hereto making the defendant Morrison personally  
14 liable.  
15

16 2.23 At the time he signed the promissory note and the modification of the promissory  
17 note, Path Investments Group, LLC. was not a recognized or active limited liability company.  
18

19 2.24 The defendant used the plaintiff's funds to support and pay for his lifestyle and  
20 his other business venture, On the Go Technologies, k/n/a Cityguru, Inc.

21 2.25 Defendant Andrew Morrison uses investor funds, including the funds of the  
22 plaintiff, for his personal living expenses.  
23

24 2.26 Defendant Morrison secures the majority of his funds for living expenses and  
25 business ventures he controls, such as Cityguru, Inc. not through his work or earnings  
26

1 independent of his fund raising, but rather by convincing people to invest in his business  
2 schemes.

3           2.27 The defendant Morrison is engaged in a pattern of fraud, misrepresentation, and  
4 conversion for the purposes of securing funds from investors, such as the plaintiff and those who  
5 invest in Cityguru, Inc.  
6

7           2.28 The defendant Morrison engages in the practice of filing corporations or limited  
8 liability companies for the purposes of persuading investors as the legitimate operation of the  
9 business.  
10

11           2.29 In truth and fact, the defendant Morrison creates corporations or limited liability  
12 companies yet fails to secure needed business licenses and permits and fails to pay taxes.  
13 Furthermore, the defendant Morrison misrepresented to the plaintiff and to other investors as to  
14 the fact his companies do not prosper or become self supporting and fails to inform investors  
15 that he operate the businesses as his alter ego and for his personal gain and benefit.  
16

17           2.30 As part of his ongoing investor schemes, the defendant Morrison is soliciting  
18 investors for Cityguru, Inc. Cityguru, Inc. is a Delaware corporation with unpaid taxes from  
19 2012 in the sum of over \$77,000.00, has failed to file an annual report with Delaware for 2013,  
20 operates in Washington without registering in Washington with the Secretary of State, fails and  
21 refuses to secure business licenses or permits and fails to advise investors of its true corporate  
22 status and difficulties.  
23

24           2.31 The defendant used the plaintiff's investment as part of a Ponzi Scheme to pay off  
25 other investors in his failed schemes, for his personal investment in Cityguru, Inc. and to support  
26 his lifestyle.







1           7.3     The acts of the defendant Morrison complained of herein constitute acts of equity  
2 skimming in violation of RCW 61.34.020 in that the defendant Morrison diverted value from  
3 property by taking proceeds from the superior title interest of the plaintiff for the defendant  
4 Morrison's own benefit.

5  
6           7.4     In accordance with RCW 19.40, the plaintiff is entitled to a judgment against the  
7 defendant Cityguru for all sums illegally or improperly received from the defendant Morrison.

8           7.5     The defendant Morrison used funds secured from a patter of criminal profiteering  
9 for the operation of a business in violation of RCW 9A.82.080.

10  
11           7.6     That this Court issue an injunction preventing the defendant Morrison, acting in  
12 his individual or in any capacity as an officer, agent or member, from transferring, conveying or  
13 otherwise disposing of funds, accounts or assets to be identified.

14                   **XIII. CAUSE OF ACTION: PIERCING CORPORATE VEIL.**

15           8.1     Plaintiff reincorporates and realleges paragraphs 1.1 through 7.6, inclusive.

16           8.2     At all times the defendant Morrison co-mingled his assets and the debts and  
17 improperly used corporate or limited liability funds for his personal use and benefit to the  
18 detriment of the company(ies).

19           8.3     The defendant Morrison is personally liability for any obligations or debts he  
20 incurred for corporations or limited liability companies which were not in good standing at the  
21 time he executed the obligations.  
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1 WHEREFORE, the plaintiff prays for judgment and relief against the defendant Morrison  
2 as follows:

3 1. For a judgment against the defendant Andrew W. Morrison in the sum of  
4 \$489,181.28 or such other sum as may be determined by the Court plus interest thereon.  
5

6 2. That the plaintiff be awarded, pursuant to RCW 9A.82.100 a judgment in sum of  
7 \$250,000.00 plus costs and the plaintiff's attorneys' fees.

8 3. For a judgment against the defendant for all sums determined to be funds and  
9 assets of the plaintiff wrongfully transferred and conveyed to the defendant.  
10

11 3. That this Court issue an injunction preventing the defendant from disbursing any  
12 assets from any accounts pending trial in this matter.

13 4. For a judgment for plaintiff's attorney's fees and costs for being forced to  
14 maintain this action.

15 5 In accordance with RCW 19.86, that the plaintiff be awarded treble his damages,  
16 actual damages, costs and attorneys' fees.  
17

18 6. That the plaintiff be allowed to amend this Complaint to add additional parties as  
19 necessary.

20 7. For such other and further relief as the Court deems just and equitable.

21 Dated this 28<sup>th</sup> day of April, 2014.  
22

23 */s/ Bruce O. Danielson*

24 Bruce O. Danielson, WSBA #14018  
25 Attorney for the Plaintiff.