

HONORABLE JEAN RIETSCHEL
DATE OF HEARING: AUGUST 27, 2015
WITHOUT ORAL ARGUMENT

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

GARY WOOLEVER

Plaintiff,

vs.

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

Defendants.

Case No.: 13-2-03663-1 SEA

JUDGMENT

(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY

1. Judgment Creditor(s): GARY WOOLEVER
2. Judgment Debtor(s): ANDREW W. MORRISON
3. Principal Judgment Amount: \$ 971,441.86
4. Interest to Date of Judgment: \$ 0
5. Attorney Fees: \$ *reserved
6. Costs Service of Process \$ *reserved
7. Other Recovery Amounts: \$ *reserved

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1 8. Percent Interest on Principal Judgment: 12%

2
3 9. Interest rate on attorney fees, costs,
4 and other amounts: 12%

5 10. Attorney for Judgment Creditor: Bruce O. Danielson, Esq.
6 1001 Fourth Avenue, Suite 3200
7 Seattle, WA 98154
8 206-652-4550

9 THIS MATTER came on for hearing on the date set forth below upon the plaintiff's
10 Motion for Default Judgment. This Court has previously entered an Order of Default against
11 the defendant Morrison. Notice of the entry of this Judgment was provided to the defendant
12 Andrew Morrison. The Court read and considered the files and records herein including the
13 plaintiff's Motion for Default Judgment and the Declaration of Gary Woolever. The Court
14 having entered Findings of Fact and Conclusions of Law, Now, Therefore it is hereby,
15

16 ORDERED: The plaintiff Gary Woolever shall have judgment against the defendant
17 Andrew W. Morrison as set forth in the above captioned Judgment Summary.
18

19 Done this 27th day of August, 2015.

20 
21 _____
22 JUDGE JEAN RIETSCHTEL

23 Presented by:
24 DANIELSON LAW OFFICE, P.S.

25 /s/ Bruce O. Danielson
26 Bruce O. Danielson, WSBA #14018
27 Attorney for the Plaintiff

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

GARY WOOLEVER

Woolever,

vs.

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

Defendant.

Case No.: 13-2-03663-1 SEA

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

(CLERK'S ACTION REQUIRED)

THIS MATTER came on for hearing on the date set forth below upon the plaintiff's Motion for Default Judgment. The Court previously entered an Order of Default striking the defendant's Answer and Affirmative Defenses. The Court read and considered the files and records herein and the Declarations of Gary Woolever. The Court hereby enters the following Findings of Fact:

I. FINDINGS OF FACT

1.1 In 2009, the plaintiff Gary Woolever (Hereinafter "Woolever" or "plaintiff") was interested in diversifying his retirement investment. Woolever was introduced to Andrew

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1 Morrison (Hereinafter "Morrison" or "defendant") who represented himself to Woolever as a
2 successful entrepreneur, real estate expert, hedge fund investor and business manager.

3 Morrison falsely represented that he was a specialist in real estate investments, residential
4 rehab, private and commercial loans and trustee sales. Morrison represented that he had been
5 involved in approximately 900 Million dollars in real estate transactions.
6

7 1.2 Morrison offered to accept and invest Woolever's retirement funds. Under the
8 terms of the investment strategy business formulated by Morrison, Woolever would provide
9 the capital and the Morrison would provide the expertise and knowledge to buy, sell and
10 rehabilitate real estate.
11

12 1.3 It was expressly agreed by Morrison that all of the Woolever's funds would
13 only be used to purchase and rehabilitate real estate and that all investments had to be
14 approved by Woolever before expenditure. The parties agreed that the profits from any real
15 estate purchases and sales would be used first to repay the Woolever and the balance of any
16 profits would be split between the parties. Morrison agreed to provide an accounting for all
17 sums expended and received.
18

19 1.4 Morrison represented to Woolever that the best means to accomplish
20 Woolever's investment goals was for Morrison to form two companies, Finish Touch
21 Investments, Inc. and Path Investments Group, LLC. Per the scheme and instruction of
22 Morrison, Woolever's funds were to be deposited into the bank accounts, per the instructions
23 of Morrison, which bank accounts were controlled by Morrison.
24

1 1.5 Morrison represented to Woolever that he would have access to the bank
2 accounts for Path and Finish Touch. Despite this promise, Woolever was never granted
3 access to the bank accounts or information concerning expenditure from the bank accounts.
4

5 At all times material to the representations and statements made by Morrison, he
6 maintained dual residences in Arizona and Washington. Morrison conducted business in
7 Arizona and Washington. Path Investments maintained a business address in Kirkland,
8 Washington.

9 1.6 From December 19, 2009 through June of 2010, Woolever deposited a total of
10 \$425,000.00 into bank accounts under the exclusive control of the Morrison.
11

12 1.7 The bulk of the funds wired into the bank accounts went from Woolever.
13 Additional funds were deposited into the bank accounts by other investors who believed they
14 were investing in the buying and selling of real estate.

15 1.8 After the funds were deposited into the bank accounts, the Morrison repeatedly
16 advised the Woolever that his investments were doing better than expected and that the
17 Woolever had earned a 50% profit or better. Morrison repeatedly promised to provide an
18 accounting to Woolever, yet failed and refused to do so.
19

20 1.9 After the litigation was commenced it was learned that Morrison has never
21 held a real estate license, a securities license or a contractor's license. The companies formed
22 by Morrison, Finish Touch Investments and Path Investments were never maintained as
23 corporations or as a limited liability company. Morrison failed to keep corporate books or
24 records or records to account for or show the business operations of Path Investments or
25 Finish Touch Investments.
26

1 1.10 Morrison operated Finish Touch Investments and Path Investments as his alter
2 ego illegally converting the Woolever funds, and other investor funds, for Morrison personal
3 use and pleasure.
4

5 1.11 By accepting funds from Woolever and other investors, Morrison had a
6 fiduciary duty to hold, manage and account for the use of the Woolever funds and other
7 investor funds.

8 1.12 Morrison breached his fiduciary duty through the misuse of Woolever funds
9 and the funds of other investors.
10

11 1.13 Morrison personally agreed to repay the Woolever his investment funds. To
12 evidence his personal promise to pay the Woolever, the Morrison Morrison executed a
13 promissory note and had his signature notarized.

14 1.14 Morrison failed and refused to pay the promissory notes and is default of his
15 obligation per the terms of the promissory note.
16

17 1.15 Morrison unilaterally changed the name of the obligor on the first promissory
18 note. This change was not authorized by Woolever and the change made by Morrison did not
19 relieve him of his obligation per the terms of the promissory note. Morrison is personally
20 liable to Woolever pursuant to the terms of the promissory notes above mentioned.
21

22 1.16 Morrison is engaged in a pattern of fraud, misrepresentation, and conversion
23 in trade and commerce for the purposes of securing funds from investors, such as from the
24 plaintiff Woolever.

25 1.17 Morrison created Finish Touch Investments, Inc. and Path Investments Group,
26 LLC. yet failed to secure needed business licenses and permits and fails to pay taxes. The

1 defendant Morrison operated Finish Touch Investments and Path Investments Group as his
2 alter ego. Morrison is personally liable for the debts and obligations of Finish Touch
3 Investments, Inc. and Path Investments Group, LLC.
4

5 1.18 As a result of the breach of the Morrison's promise of payment, the Woolever
6 has been damaged in the sum of \$489,181.28 with interest thereon at 12% per annum dating
7 from January 9, 2012.

8 1.19 The acts of the Morrison in securing funds under false pretenses constitutes
9 fraud and misrepresentation.
10

11 1.20 The acts of Morrison in taking funds from Woolever and using the funds for
12 his personal lifestyle constitutes defalcation and a breach of Morrison's fiduciary duty to
13 Woolever.

14 1.21 The acts of the Morrison constitute conversion thereby causing the Woolever
15 to suffer damages in the sum of \$425,000.00.
16

17 1.22 The acts of the Morrison in soliciting investments from Woolever and the
18 public at large took place in trade and commerce. The statements and actions of Morrison
19 were unfair and deceptive and resulted in the Woolever suffering damages in excess of
20 \$489,000.00

21 1.23 The acts of Morrison complained of are in violation of the Washington
22 Consumer Protection Act, RCW 19.86.
23

24 1.24 The acts of Morrison in taking funds in three or more transactions from
25 Woolever in sums greater than \$20,000.00 and taking funds from other investors, and using
26

1 the money for his personal benefit constitutes felony theft in violation of RCW 9A.56 and
2 money laundering in violation of 9A.83.

3 1.25 Morrison used funds secured from a pattern of criminal profiteering for the
4 operation of a business in violation of RCW 9A.82.080.
5

6
7
8 Having entered the foregoing Findings of Fact, the Court hereby enters the following
9 Conclusions of Law.
10

11 II. CONCLUSIONS OF LAW.

12 2.1 The Findings of Fact are hereby reincorporated into the Conclusions of Law.

13 2.2 The acts of the defendant Morrison constitute breach of contract. That in
14 accordance with the Promissory Note, the plaintiff Woolever is entitled to a judgment against
15 Morrison in the sum of \$489,181.29, with interest thereon at the statutory rate of 12% per
16 annum dating from January 9, 2012.
17

18 2.3 In accordance with the Promissory Note, paragraph 11, the plaintiff Woolever
19 is entitled the award of his attorneys' fees for being forced to maintain his action.

20 2.3 The defendant Morrison had a fiduciary duty to the plaintiff Woolever to hold,
21 manage and account for the plaintiff's funds and investments. Morrison breached his
22 fiduciary duty to the plaintiff. The acts of the defendant Morrison constitute fraud,
23 defalcation and a breach of the fiduciary duty.
24

25 2.4 The defendant Morrison acted outside the scope of his authority when
26 supposedly conducting business on behalf of Finish Touch Investments and/or Path
27

1 Investments. The defendant Morrison is personally liable for his actions outside of his
2 authority in the principal sum of \$425,000.00 with interest thereon at the statutory rate of 12%
3 per annum dating from January 9, 2012. That this judgment sum is included in the Judgment
4 entered by this Court.
5

6 2.5 Finish Touch Investments and Path Investments have not been operated as
7 business entities separate and distinct from the defendant Morrison. All actions of the
8 defendant Morrison supposedly on behalf of either Path Investments or Finish Touch
9 Investments are the acts and liability of the defendant Morrison in his personal capacity.
10

11 2.6 The acts of the defendant Morrison are in violation of the Washington
12 Consumer Protection Act, RCW 19.86. The plaintiff is entitled to judgment for his actual
13 damages, civil damages of \$25,000.00, costs and attorneys' fees.

14 2.7 The acts of the defendant Morrison are in violation of the Washington
15 Criminal Profiteering Act, 9A.82. The plaintiff is entitled to a judgment for his actual
16 damages, civil damages of \$250,000.00 and his plaintiff's costs and attorneys' fees.
17

18 2.8 That in accordance with Promissory Note, RCW 19.86.090 and RCW
19 9A.82.100, the plaintiff is entitled to the award of his attorney's fees to be awarded at a later
20 date.
21

22 Done this 27th day of August, 2015.

23
24 
25 _____
26 Honorable Jean Rietschel
27

1 Presented by:
2 DANIELSON LAW OFFICE, P.S.

3 */s/ Bruce O. Danielson*

4 Bruce O. Danielson, WSBA #14018
5 Attorney for the Woolever
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