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**FILED**  
 ALAMEDA COUNTY

NOV - 6 2008

7 Attorneys for Plaintiff,  
 8 MOST WORSHIPFUL PRINCE HALL GRAND LODGE,  
 9 FREE AND ACCEPTED MASONS, STATE OF CALIFORNIA, INC *Youni Arms*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 FOR THE COUNTY OF ALAMEDA

12 MOST WORSHIPFUL PRINCE HALL )  
 13 GRAND LODGE, FREE AND ACCEPTED )  
 14 MASONS, STATE OF CALIFORNIA, )  
 15 INC. )  
 16 )  
 17 Plaintiff, )  
 18 vs. )  
 19 MOST WORSHIPFUL PRINCE HALL )  
 20 ARMS, INC.; FREDERICK B. YOUNG, )  
 21 JR.; and DOES 1 through 100. )  
 22 )  
 23 Defendants. )

24 CASE NO. **RG08419241**  
 25 COMPLAINT FOR

- 26 1. CANCEL INSTRUMENT AND QUIET TITLE;
- 27 2. REMOVE CLOUD ON TITLE;
- 28 3. FRAUD
- 4. INTENTIONAL MISREPRESENTATION;
- 5. NEGLIGENT MISREPRESENTATION;
- 6. CONCEALMENT; AND
- 7. DECLARATORY RELIEF; PUNITIVE DAMAGE

29 Plaintiff MOST WORSHIPFUL PRINCE HALL GRAND LODGE, FREE AND  
 30 ACCEPTED MASONS, STATE OF CALIFORNIA, INC ("Grand Lodge"), by and through their  
 31 attorneys of record herein bring this action against Defendants MOST WORSHIPFUL PRINCE  
 32 HALL ARMS, INC ("Prince Hall Arms"), FREDERICK B. YOUNG, JR. ("Young"), and DOES  
 33 1-100 (Prince Hall Arms, Young, and Does 1-100 collectively referred to as "Defendants") as  
 34 grounds therefore allege as follows:

35 1. Plaintiff Grand Lodge is, and at all times mentioned in this Complaint was,  
 36 incorporated under the laws of California as a non-profit mutual benefit 501(c)(8) membership  
 37 organization with its principal place of business located at 9027 S. Figueroa Street, Los Angeles,  
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California 90003.

2. Defendant Prince Hall Arms Inc. is, and at all times mentioned in this Complaint was incorporated under the laws of California as a 501(c)(3) non-profit public benefit corporation with its principal place of business located at 3108 Potrero Way, Fairfield, California. 94533.

3. Defendant Young is, and at all times mentioned in this Complaint was, a resident of Solano County, California.

4. The subject property, the occurrences, acts or omissions by defendants and each of them, were made and occurred, and the cause of action and controversy herein arose, in the County of Alameda, California.

5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1-100, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities when ascertained.

6. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each of the defendants referred to were the duly authorized agents, servants, and at all times material hereto acted within the course and scope of such agency.

7. Plaintiff Grand Lodge is a non-profit Masonic corporation whose primary purpose is uniting fraternally for mutual benefit, protection, improvement and associating men of good moral character and of reasonable desire and ambition to improve themselves and willingness to help others in the true Masonic spirit of charity, friendship, brotherly love and benevolence. Under its Articles, Plaintiff Grand Lodge also endeavors to establish and promote subordinate lodges, as well as acquire and dispose of property at the pleasure of the corporation.

8. Plaintiff Grand Lodge is the owner of 3135 Harper Street, Berkeley, California 94603 ("PROPERTY") as more fully described in Exhibit "A" attached hereto.

9. Defendant Prince Hall Arms is a subordinate lodge and sister corporation of Plaintiff Grand Lodge. Defendant Prince Hall Arms was formed with the knowledge and consent of Plaintiff Grand Lodge to oversee the development of a residential building and/or community center on the PROPERTY.



1 Hall Arms' principal incorporator. Defendant Young attempted to assure himself control of the  
2 boards of both Plaintiff Grand Lodge and Defendant Prince Hall Arms. While Chairman of the  
3 Grand Board for the 2006-2007 term, Defendant Young also served on the board of Defendant  
4 Prince Hall Arms'. On or about March 22, 2006, Defendant Young, allegedly in his capacity as  
5 Grand Board Chairman, executed a grant which transferred Plaintiff's PROPERTY to Defendant  
6 Prince Hall Arms ("BERKELEY GRANT DEED"). Plaintiff did not at any time receive any  
7 payment or consideration whatsoever for the BERKELEY GRANT DEED or for the real  
8 property reportedly conveyed. At that time and all relevant times Defendant Young was not  
9 authorized to execute a transfer of the PROPERTY because at no time did Defendant Young ever  
10 satisfy the conditions set forth in the Masonic Constitution that would have granted him authority  
11 to do so. Defendant Young obtained for Defendant Prince Hall Arms apparent record title by  
12 fraudulently presenting himself as an authorized agent of Plaintiff Grand Lodge.

13 14. At no time did Defendant Young consult the Grand Board prior to executing the  
14 BERKELEY GRANT DEED. (See Masonic Constitution, Part II, Art. XVI, § 6.H.) At no time  
15 did Defendant Young obtain written authorization from a majority of the Grand Board or consent  
16 from Plaintiff Grand Lodge to execute the BERKELEY GRANT DEED on behalf of Plaintiff.  
17 (See Masonic Constitution, Part II, XVI, § 11.) And at no time did Defendant Young make a  
18 detailed report of the BERKELEY GRANT DEED to the Grand Master or Plaintiff Grand Lodge.  
19 (See Masonic Constitution, Part II Art. XVI § 1.) Thus, Defendant Young was never authorized  
20 to transfer Plaintiff's PROPERTY to Defendant Prince Hall Arms.

21 15. Defendant Young was a Mason for over 36 years. Defendant Young received a  
22 copy of the Masonic Constitution. Defendant Young was required to be and should be well  
23 versed in the Masonic Constitution, the rules and regulations, written and unwritten laws and  
24 customs of the Masons. Moreover, Defendant Young was a member of the Grand Board for  
25 several years, was elected as the Grand Board Chairman for the 2006-2007 term and served as the  
26 Chairman for the previous three years. Defendant Young knows or should have known that he is  
27 required to obey and follow the Masonic Constitution, even as the Chairman of the Grand Board.  
28 Defendant Young had or should have had full knowledge that he was violating the Masonic

1 Constitution when he fraudulently executed the BERKELEY GRANT DEED transferring title  
2 from Plaintiff Grand Lodge to Defendant Prince Hall Arms.

3 16. At no time did Defendant Young inform Plaintiff that he had transferred  
4 Plaintiff's PROPERTY to Defendant Prince Hall Arms.

5 17. After Defendant Young executed the fraudulent transfer of Plaintiff's  
6 PROPERTY, Defendant Young had the BERKELEY GRANT DEED notarized. Said  
7 BERKELEY GRANT DEED was notarized without Plaintiff's knowledge and consent.

8 18. Defendant Young notarized the BERKELEY GRANT DEED for the sole purpose  
9 of recording same.

10 19. After Plaintiff discovered the transfer, Defendant Young was questioned about the  
11 transfer by the Grand Master and the Grand Board. Defendant Young, however, refused to  
12 answer any questions and stated he could not discuss Prince Hall Arms business with the  
13 Masons. In December of 2006, Defendant Young was removed as Chairman of the Grand Board  
14 after an Ad Hoc Committee determined that a conflict of interest existed between the two  
15 organizations.

16 20. On or about March 28, 2007, acting in his capacity as Chairman of the Board of  
17 Defendant Prince Hall Arms, Defendant Young executed a Deed of Trust ("BERKELEY DEED  
18 OF TRUST"), that placed the PROPERTY in trust for the benefit of Buckley Real Estate Inc. to  
19 secure the repayment of a debt incurred by Defendant Prince Hall Arms. The debt incurred was  
20 for the principal amount of \$600,000.00, with interest, due and payable on April 1, 2009.

21 21. The BERKELEY DEED OF TRUST, and debt incurred, was executed without  
22 Plaintiff's knowledge or consent. Plaintiff did not at any time receive any payment or  
23 consideration whatsoever for the BERKELEY DEED OF TRUST.

24 22. Defendant Young manipulated his position as a board member of both Plaintiff  
25 Grand Lodge and Defendant Prince Hall Arms to conceal his fraudulent conduct.

26 23. Defendant Prince Hall Arms claims sole and separate property interest in the  
27 PROPERTY. The estate of interest claimed by Defendant Prince Hall Arms is adverse to  
28 Plaintiff's and is based on a fraudulently obtained grant deed, the BERKELEY GRANT DEED,

1 allegedly executed and acknowledged by Plaintiff and notarized in the County of Solano, State of  
2 California. Defendant Prince Hall Arms, through its agent Defendant Young, also secured a  
3 \$600,000 loan against the PROPERTY. Defendants Prince Hall Arms and Young received all  
4 proceeds.

5 24. Defendant's claim is without merit. Defendant Prince Hall Arms does not have  
6 any right or title to the PROPERTY adverse to the rights of Plaintiff Grand Lodge. No  
7 document, including the BERKELEY GRANT DEED, gives Defendant Prince Hall Arms  
8 superior title over Plaintiff Grand Lodge.

9 25. Plaintiff does, and at all times herein mentioned did, have an ownership interest in  
10 the PROPERTY. At all times relevant, Defendant Young did not have the authority to act on  
11 behalf of Plaintiff Grand Lodge in the transfer of the PROPERTY from Plaintiff Grand Lodge to  
12 Defendant Prince Hall Arms.

13 26. Pursuant to the Masonic Constitution, the Grand Board must always be consulted  
14 on all business transactions that involve property and finances which is binding on Plaintiff  
15 Grand Lodge. (Masonic Constitution, Part II, Art. XVI, § 6.H.) At no point did Defendant Young  
16 consult the Grand Board prior to executing the BERKELEY GRANT DEED. An elected officer  
17 or member of the Grand Board may not enter into any pecuniary contracts or do business on  
18 behalf of Plaintiff Grand Lodge, unless first authorized, in writing, by a majority of the Grand  
19 Board, or with the consent of Plaintiff Grand Lodge. (Masonic Constitution, Part II, Art. XVI, §  
20 11.) Defendant Young neither had written authorization from a majority of the Grand Board nor  
21 the consent of Plaintiff Grand Lodge to execute the BERKELEY GRANT DEED. The Grand  
22 Board has a duty to make a detailed report of their activities and business transactions for the past  
23 year to the Grand Master and Plaintiff Grand Lodge at its Annual Communication. (Masonic  
24 Constitution Part II, Art. XVI, § 1.) Defendant Young, as a member of the Grand Board, never  
25 made a detailed report of the BERKELEY GRANT DEED to either the Grand Master or Plaintiff  
26 Grand Lodge. In sum, Defendant Young had no power or authority to act on behalf of Plaintiff  
27 Grand Lodge in executing the BERKELEY GRANT DEED.

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27. The BERKELEY GRANT DEED is now in the possession of and under the control of defendants Prince Hall Arms and Frederick Young and was recorded in the office of the County Recorder, state of California, on or about April 14, 2006, as document number 2006149879, official records of Alameda County, California, (Exhibit "B").

28. The BERKELEY DEED OF TRUST is now in the possession of and under the the control of defendants Prince Hall Arms and Frederick Young and was recorded in the office of the County Recorder, state of California, on or about April 4, 2007, as document number 2007130961, official records of Alameda County, California, (Exhibit "C").

29. On its face, the BERKELEY GRANT DEED is apparently valid, but as to Plaintiff the deed is invalid and void in that the estate or interest in and to the PROPERTY claimed by Defendant Prince Hall Arms is false and fraudulent and is based upon a false and unauthorized deed purportedly executed, acknowledged and signed by an authorized agent of Plaintiff Grand Lodge and delivered to Defendant Prince Hall Arms.

30. As a direct and proximate result of the fraudulent conveyance of the grant deed, Plaintiff has been damaged in an amount not yet ascertained and leave will be sought to amend this Complaint to set forth such amount when ascertained or proved at trial.

31. Defendant Young and Defendant Prince Hall Arms knew that the BERKELEY GRANT DEED was false, fraudulent and void and they paid no consideration, therefore, and accepted same with the intent to defraud Plaintiff. Defendants' acts were intentional, outrageous, malicious and fraudulent. Plaintiff therefore seeks exemplary and punitive damages in the amount of \$2,500,000.

**II.**  
**SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**TO REMOVE CLOUD ON TITLE**

32. Plaintiff incorporates by reference each and every allegation set forth in the above paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent with this cause of action to remove cloud on title.

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1           33.     On or about March 22, 2006, Defendant Young transferred title of the  
2 PROPERTY, to which he had no power, authority or right to transfer. Defendant Young never  
3 consulted the Grand Board prior to executing the transfer, he never obtained written approval  
4 from a majority of the Grand Board or consent of Plaintiff Grand Lodge prior to executing the  
5 transfer, and he at no time ever submitted a detailed report to the Grand Master or Plaintiff Grand  
6 Lodge regarding the transfer, all as required by the Masonic Constitution. Thus, Defendant  
7 Young had no authority to act on behalf of Plaintiff Grand Lodge regarding the PROPERTY on  
8 the date he fraudulently transferred title of said property from Plaintiff Grand Lodge to Defendant  
9 Prince Hall Arms.

10           34.     The estate of interest in the PROPERTY claimed by Defendant Prince Hall  
11 Arms, based on the BERKELEY GRANT DEED, as alleged in paragraph 13 herein, is a cloud on  
12 Plaintiff's title in and to the PROPERTY, intends to and does depreciate its market value, restricts  
13 Plaintiff's full use of the PROPERTY and hinders Plaintiff's right to unrestricted alienation of the  
14 PROPERTY .

15           35.     Furthermore, on or about April 14, 2006, Defendant Young recorded the  
16 fraudulent deed and by doing so, put a cloud over title to the PROPERTY .

17           36.     If the grant deed is not delivered up and canceled, and Plaintiff's interest in the  
18 PROPERTY established, there is a reasonable fear that Plaintiff will suffer serious injury.

19           37.     As a direct and proximate result of the fraudulent conveyance of the grant deed,  
20 Plaintiff has been damaged in an amount not yet ascertained and leave will be sought to amend  
21 this Complaint to set forth such amount when ascertained or approved at trial.

22           38.     Defendant Young and Defendant Prince Hall Arms knew that the BERKELEY  
23 GRANT DEED was false, fraudulent and void and Defendant Prince Hall paid no consideration,  
24 therefore, and accepted same with the intent to defraud Plaintiff. Defendants' acts were  
25 intentional, outrageous, malicious and fraudulent and Plaintiff therefore seeks exemplary and  
26 punitive damages in the amount of \$2,500,000.

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III.

**THIRD CAUSE OF ACTION AGAINST**  
**ALL DEFENDANTS FOR FRAUD**

39. Plaintiff incorporates by reference each and every allegation set forth in the above paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent with this cause of action for fraud.

40. Pursuant to the Masonic Constitution no one may act on behalf of Plaintiff regarding Plaintiff's property or finances unless the person first consults the Grand Board, obtains written authorization from a majority of the Grand Board or consent from Plaintiff Grand Lodge, and makes a detailed report to the Grand Master and Plaintiff Grand Lodge. Since Defendant Young never abided by the Masonic Constitution as outlined herein, at all relevant times Defendant Young was not authorized to act on behalf of Plaintiff Grand Lodge regarding the PROPERTY .

41. On or about March 22, 2006, Defendant Young executed a grant deed transferring title to the PROPERTY from Plaintiff Grand Lodge to Defendant Prince Hall Arms. At the time that Defendant Young executed the deed, he knew or should have known that he did not have the power and was not authorized to act on behalf of Plaintiff Grand Lodge. Yet, he did it anyway.

42. Defendants developed an elaborate scheme to divest Plaintiff of its interest in the PROPERTY to obtain a loan in the amount of \$600,000 and to use the funds from said loan for the benefit of Defendants Young and Prince Hall Arms. Defendant Young concealed from Plaintiff the title transfer of the PROPERTY and the subsequent \$600,000 loan taken out against the PROPERTY. Defendant Young's concealment of the title transfer and loan caused Plaintiff to believe that Plaintiff still held clear title to the property and that there were no encumbrances against the property. Defendant Young knew at the time he concealed the title transfer and loan that the same were not true.

43. Defendant Young concealed the title transfer and loan with the intent to defraud whereby Plaintiff's interest in the PROPERTY would be transferred to Defendant Prince Hall Arms and Defendant Young would receive the loan proceeds for its own use. Defendant

1 Young also knew Plaintiff would rely on his concealment regarding the loan and title to the  
2 PROPERTY .

3 44. Plaintiff was not aware of Defendant Young's concealment and believed it still  
4 held clear title to the PROPERTY without encumbrances. Plaintiff did not know that Defendant  
5 Young would execute a grant deed transferring title of the PROPERTY from Plaintiff to  
6 Defendant Prince Hall Arms and subsequently executed a Deed of Trust, taking out a \$600,000  
7 loan against the PROPERTY without Plaintiff's knowledge and consent.

8 45. Plaintiff did rely on Defendant Young's concealment and allowed him to act as the  
9 Grand Board Chair until his fraudulent conduct was discovered. Plaintiff did not receive any  
10 payments or consideration for the BERKELEY GRANT DEED Defendant Young fraudulently  
11 executed. Plaintiff also did not receive any proceeds from the loan Defendant Young  
12 fraudulently procured.

13 46. As a direct and proximate result of Defendant Young's concealment of the  
14 fraudulent conveyance of the grant deed and loan, Plaintiff has been damaged in an amount not  
15 yet ascertained and leave will be sought to amend this complaint to set forth such amount when  
16 ascertained or proved at trial.

17 47. Defendants knew that the BERKELEY GRANT DEED was false, fraudulent and  
18 void and they paid no consideration and accepted same with the intent to defraud Plaintiff.  
19 Defendants acts were intentional, outrageous, malicious and fraudulent and Plaintiff, therefore,  
20 seeks exemplary and punitive damages in the amount of \$2,500,000.

21 **IV.**

22 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

23 **FOR INTENTIONAL MISREPRESENTATION**

24 48. Plaintiff incorporates by reference each and every allegation set forth in the above  
25 paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent  
26 with this cause of action for intentional misrepresentation.

27 49. Defendant Young concealed from Plaintiff information regarding the loan and the  
28 title to the PROPERTY. Defendant Young knew he had a duty to reveal same to Plaintiff.

1           50. Defendant Young concealed the information with the intent to defraud and induce  
2 Plaintiff to allow him to remain Chairman of the Grand Board, whereby affording him access and  
3 opportunity to transfer Plaintiff's interest in the real property described in paragraph 8, and more  
4 fully in Exhibit "A" to Defendant Prince Hall Arms, thus allowing Defendant Prince Hall Arms  
5 to receive the loan proceeds for its own use. Defendant Young intended for Plaintiff to rely on  
6 his concealment of the title transfer and to allow him to remain Chairman so that he could  
7 execute the transfer and take out the loan against the PROPERTY for Defendant Prince Hall  
8 Arms' sole benefit.

9           51. Plaintiff did rely on Defendant Young's concealment. At the time Defendant  
10 Young executed the BERKELEY GRANT DEED, while simultaneously serving on both  
11 Plaintiff's Grand Lodge's board and Defendant's Prince Hall Arms' board, Plaintiff did not know  
12 Defendant Young was concealing the BERKELEY GRANT DEED. Had Plaintiff known of  
13 Defendant Young's intent to transfer title of the PROPERTY to Defendant Prince Hall Arms and  
14 take out a \$600,000 loan against the PROPERTY without just compensation or consideration,  
15 Plaintiff would not have authorized him to do so or remain Chairman of the Grand Board.

16           52 Plaintiff did not receive any proceeds or consideration from the title transfer or the  
17 loan Defendant Young and Defendant Prince Hall Arms fraudulently procured.

18           53. As a direct and proximate result of the fraudulent conveyance of the grant deed,  
19 Plaintiff has been damaged in an amount not yet ascertained and leave will be sought to amend  
20 this Complaint to set forth such amount when ascertained or proved at trial.

21           54. Defendants knew that the BERKELEY GRANT DEED was false, fraudulent and  
22 void and they paid no consideration and accepted same with the intent to defraud Plaintiff.  
23 Defendants' acts were intentional, outrageous, malicious and fraudulent and Plaintiff, therefore,  
24 seeks exemplary and punitive damages in the amount of \$2,500,000.

25           V.

26           FIFTH CAUSE OF ACTION AGAINST DEFENDANT YOUNG

27           FOR NEGLIGENT MISREPRESENTATION

28           55. Plaintiff incorporates by reference each and every allegation set forth in the above

1 paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent  
2 with this cause of action for negligent misrepresentation.

3 56. Defendant Young concealed from Plaintiff information regarding the loan and the  
4 title to the PROPERTY. Defendant Young was required to disclose same to Plaintiff.

5 57. Defendant Young knew that pursuant to the Masonic Constitution he was required  
6 to obtain Plaintiff's authorization to act on its behalf on any and all binding matters pertaining to  
7 Plaintiff's real property and finances by first consulting the Grand Board and obtaining either  
8 written authorization from a majority of the Grand Board or consent of Plaintiff Grand Lodge.  
9 Defendant Young also knew the Masonic Constitution required him to make a detailed report of  
10 the transactions to the Grand Master and Plaintiff Grand Lodge.

11 58. Despite said knowledge, Defendant Young executed the BERKELEY GRANT  
12 DEED without first consulting Plaintiff and obtaining Plaintiff's authorization and applied for the  
13 loan which would encumber the PROPERTY. Defendant concealed his activities from Plaintiff,  
14 thereby inducing Plaintiff to allow him to remain a member of the Grand Board. Defendant  
15 Young fraudulently transferred title of the PROPERTY from Plaintiff to Defendant Prince Hall  
16 Arms, while he served on the board of both parities. Once Defendant Young made the fraudulent  
17 conveyance, he planned and did use the BERKELEY GRANT DEED to obtain a loan in  
18 Defendant Prince Hall Arms' name for \$600,000. Therefore, Defendant Young had no  
19 reasonable grounds for believing he was not required to seek Plaintiff's knowledge and consent  
20 to transfer title of the PROPERTY and take out a loan against said property.

21 59. Defendant Young intended that Plaintiff rely on his concealment. He wanted title  
22 of the PROPERTY in Defendant Prince Hall Arms' name so he could procure a loan and use the  
23 proceeds for Defendant Prince Hall Arms' use and benefit.

24 60. Defendant Young concealed the title transfer and loan with the intent to defraud  
25 and induce Plaintiff to allow him to remain on both boards, whereby Plaintiff Grand Lodge's  
26 interest in the PROPERTY would be transferred to Defendant Prince Hall Arms and Defendant  
27 Prince Hall Arms and/or Young would receive the loan proceeds for their own use.

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1 Arms and take out a \$600,000 loan against the property without just compensation or  
2 consideration, Plaintiff would not have authorized him to do so or remain Chairman of the Grand  
3 Board.

4 66. Defendant Young intended to deceive Plaintiff so that he could transfer title of the  
5 PROPERTY to Defendant Prince Hall Arms and procure a loan for Defendant Prince Hall Arms,  
6 which it could use for its own use and benefit.

7 67. Plaintiff reasonably relied on the concealment because Defendant Young had been  
8 a Mason for over 36 years, had served on Plaintiff's Grand Board for several years and had been  
9 its Chairman for the past three years. Plaintiff had no idea Defendant Young was intending to  
10 divest it of its interest in the PROPERTY. Per the Masonic Constitution, only those expressly  
11 authorized by the Grand Board or the Grand Lodge may act on Plaintiff's behalf in any binding  
12 matters pertaining to its real property. Plaintiff never granted Defendant Young any such  
13 authorization regarding the PROPERTY .

14 68. As a direct and proximate result of the fraudulent conveyance of the grant deed,  
15 and on their reliance on Defendant Young's concealment, Plaintiff has been damaged in an  
16 amount not yet ascertained and leave will be sought to amend this Complaint to set forth such  
17 amount when ascertained or proved at trial.

18 69. Defendants knew that the BERKELEY GRANT DEED was false, fraudulent and  
19 void and they paid no consideration and accepted same with the intent to defraud Plaintiff.  
20 Defendants' acts were intentional, outrageous, malicious and fraudulent and Plaintiff, therefore,  
21 seeks exemplary and punitive damages in the amount of \$2,500,000.

22 **VII.**

23 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

24 **FOR DECLARATORY RELIEF**

25 70. Plaintiff incorporates by reference each and every allegation set forth in the above  
26 paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent  
27 with this cause of action for declaratory relief.

28 71. An actual controversy exists between Plaintiff and Defendants concerning the

1 validity of the BERKELEY GRANT DEED in that the Plaintiffs maintain that the BERKELEY  
2 GRANT DEED is false and fraudulent and as a result thereof, is void *ab initio* and Defendants  
3 maintain that the BERKELEY GRANT DEED and their claim to the property is valid.

4 72. No adequate remedy other than herein prayed exists by which the validity of the  
5 BERKELEY GRANT DEED may be determined.

6

7 **WHEREFORE**, Plaintiff prays judgment against Defendants, and each of them, as  
8 follows:

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**ON THE FIRST and SECOND CAUSES OF ACTION:**

- 10 1. That the BERKELEY GRANT DEED be declared void;  
11 2. That the BERKELEY GRANT DEED be ordered delivered up and canceled;  
12 3. For a determination and declaration of the notice and extent of each party's  
13 ownership interest in the PROPERTY;  
14 4. It is adjudged that the PROPERTY is the real PROPERTY of Plaintiff;  
15 5. That title be quieted in the name of Plaintiff;  
16 6. Defendant Prince Hall Arms be forever enjoined from asserting any claim  
17 whatsoever in and to the PROPERTY adverse to the Plaintiff;  
18 7. For damages, according to proof at trial;  
19 8. For exemplary and punitive damages according to proof at trial;

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**ON THE THIRD CAUSE OF ACTION**

- 21 9. For damages, according to proof at trial;  
22 10. For exemplary and punitive damages according to proof at trial;  
23 11. For attorney's fees, according to proof at trial;

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**ON THE FOURTH CAUSE OF ACTION:**

- 25 12. For damages, according to proof at trial;  
26 13. For exemplary and punitive damages according to proof at trial;

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**ON THE FIFTH CAUSE OF ACTION**

- 28 14. For damages, according to proof at trial;

**EXHIBIT "A"**



RECORDING REQUESTED BY  
ORDER #  
APN  
WHEN RECORDED MAIL TO



2006149879 04/14/2006 04:28 PM  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 17.00

Name: MW Prince Hall Arms, Inc.  
Street Address: 3132 Martin Luther King, Jr., Way  
City: Berkeley, California 94703-2436  
State: CA  
Zip: 94703



4 PGS

Corporation Grant Deed

A.P.N. 052-1551-004

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$1925.00 ( )  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
( ) Unincorporated area: ( ) City of \_\_\_\_\_  
( ) Realty not sold.

052-1551-005  
052-1551-006  
052-1551-012  
052-1551-013-01

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Most Worshipful Prince Hall Grand Lodge, Free And Accepted Masons Of The State of California, Inc.

hereby GRANT(S) to

MW Prince Hall Arms, Inc., a 501(C)(3) Tax-Exempt California Nonprofit Public Benefit Corporation:

that property in City of Berkeley, County of Alameda, State of California

See Legal Description attached hereto as Exhibit-A.

Mail Tax Statements to MW Prince Hall Arms, Inc., 3108 Potrero Way, Fairfield, CA  
94533

Date March 22, 2006

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers—Chairman of Board of Directors  
Most Worshipful Prince Hall Grand Lodge, Free And Accepted Masons Of The State of California, Inc.

STATE OF CALIFORNIA  
COUNTY OF Solano

On May 22, 2006, before me, Stephen M. Vlach undersigned, a Notary Public in and for said State, personally appeared Frederick B. Young Jr

before me, the

Frederick B. Young Jr

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Stephen M. Vlach  
Name Stephen M. Vlach  
(typed or printed)



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT-A (3 PAGES)**

Description: The land referred to herein is situated in the State of California, County of ALAMEDA, CITY OF BERKELEY, and is described as follows:

**PARCEL 1:**

LOT 9, AS SAID LOT IS SHOWN ON THE "MAP OF THE WERNER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", ETC., FILED MAY 8, 1893 IN BOOK 14 OF MAPS AT PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

ASSESSOR'S PARCEL NO. 52-1851-12

**PARCEL 2:**

LOT 4, AS SAID LOT IS SHOWN ON THE "MAP OF THE WERNER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", ETC., FILED MAY 8, 1893 IN BOOK 14 OF MAPS, AT PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THE PORTION OF THE ABOVE DESCRIBED LOT 4, CONVEYED BY MARIE WERNER, ET AL., TO TOWN OF BERKELEY, BY DEED DATED JUNE 30, 1896 AND RECORDED JULY 6, 1896, IN BOOK 589 OF DEEDS, AT PAGE 267, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, BEING THE EXTENSION OF GROVE STREET.

**PARCEL 3:**

THE SOUTHERN 3 INCHES OF LOT 5, AS SAID LOT IS SHOWN ON THE "MAP OF THE WERNER TRACT, BERKELEY ALAMEDA CO., CALIFORNIA", FILED MAY 8, 1893 IN BOOK 14 OF MAPS AT PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THE PORTION THEREOF INCLUDED IN THE EXTENSION OF GROVE STREET, AS CONVEYED BY MARIE WERNER, A WIDOW, AND GERTRUDE M. HOYT, SOMETIMES CALLED MRS. FLETCHER S. HOYT, A WIDOW, TO THE TOWN OF BERKELEY, A MUNICIPAL CORPORATION, BY DEED DATED JUNE 30, 1896 AND RECORDED JULY 6, 1896 IN BOOK 589 OF DEEDS, AT PAGE 267, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NO. 52-1851-8

**PARCEL 4:**

A PORTION OF LOT 5, ACCORDING TO THE "MAP OF THE WERNER TRACT, FILED MAY J. 1893, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY AND OF RECORD IN MAP BOOK 14, PAGE 11, ALAMEDA COUNTY RECORDS.

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF SAID LOT 5, WITH THE WESTERN LINE OF GROVE STREET, AS THE LAST SAID LINE WAS ESTABLISHED BY THE DEED FROM MARIE WERNER, ET AL., TO TOWN OF BERKELEY, DATED JUNE 30, 1896 RECORDED JULY 6, 1896, IN BOOK 589 OF DEEDS, PAGE 287, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID LINE OF GROVE STREET, SOUTHERLY 31.75 TO A LINE DRAWN PARALLEL WITH THE SOUTHERN LINE OF SAID LOT 5 AND DISTANT AT RIGHT ANGLES 0.25 OF A FOOT NORTHERLY THEREFROM; THENCE ALONG THE LINE SO DRAWN WESTERLY 83.88 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT 5; THENCE ALONG THE LAST MENTIONED LINE NORTHERLY 31.75 FEET TO THE NORTHERN LINE OF SAID LOT 5; THENCE ALONG THE LAST MENTIONED LINE EASTERLY 83.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 52-1551-5

**PARCEL 5:**

BEGINNING AT A POINT ON THE WESTERN LINE OF GROVE STREET AS THE SAME NOW EXISTS, DISTANT THEREON SOUTHERLY, 68 FEET, 3-1/4 INCHES FROM THE POINT OF INTERSECTION THEREOF, WITH THE SOUTHERN LINE OF WOOLSEY STREET; RUNNING THENCE WESTERLY PARALLEL WITH SAID LINE OF WOOLSEY STREET, 83.88 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERN LINE OF HARPER STREET, 25 FEET; THENCE EASTERLY PARALLEL WITH SAID LINE OF WOOLSEY STREET, 77 FEET, MORE OR LESS, TO SAID LINE OF GROVE STREET; THENCE NORTHERLY ALONG SAID LINE OF GROVE STREET, 25 FEET TO THE POINT OF BEGINNING.

BEING LOT 5, AS SAID LOT IS SHOWN ON THE MAP OF THE WERNER TRACT, BERKELEY, ALAMEDA COUNTY, CALIFORNIA, 1893, FILED MAY 6, 1893, IN BOOK 14 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THAT PORTION THEREOF DEEDED TO THE CITY OF BERKELEY FOR EXTENDING SAID GROVE STREET.

ASSESSOR'S PARCEL NO. 52-1551-4

**PARCEL 6:**

**LOTS 7 AND 8 OF THE WERNER TRAT, ACCORDING TO THE MAP THEREOF, FILED MAY 8, 1893, IN BOOK 14 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.**

**ASSESSOR'S PARCEL NO. 53-1551-13-1**

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15. For exemplary and punitive damages according to proof at trial;

**ON THE SIXTH CAUSE OF ACTION**

16. For a declaration pursuant to Code of Civil Procedure §1060 that the BERKELEY GRANT DEED is void;

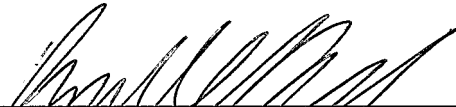
**ON ALL CAUSES OF ACTION**

17. For costs of suit; and

18. For other and further relief as the Court deems just and proper.

Dated: November 5, 2008

IVIE, McNEILL & WYATT

By:   
BYRON MICHAEL PURCELL  
Attorney for Plaintiff,  
MOST WORSHIPFUL PRINCE HALL GRAND  
LODGE, FREE AND ACCEPTED MASONS  
STATE OF CALIFORNIA, INC.