

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.