

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**DAVANTIC, LLC,**

**Plaintiff,**

**v.**

**MICHAEL P. THOMPSON, REALCORP,  
LLC, VAL YOUNG, MPT REALTY, LLC, and  
TOP PROPERTIES, LLC,**

**Defendants.**

**Civil Action No. 16-C-304  
Judge King**

**FILED**  
2016 MAY 19 PM 2:35  
CATHY S. PATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

**AMENDED COMPLAINT**

Now into Court through undersigned counsel comes the Plaintiff, Davantic, LLC to state as follows:

**Brief Summary of Plaintiff's Case**

The Plaintiff retained Realcorp, LLC, Michael P. Thompson and Val Young as real estate agents to sell Commercial Real Estate located at Southridge, North Corridor G. These Defendants immediately recognized the Commercial Real Estate qualified to be the new Veterans' Administration Clinic. However, the Defendants did not, at any time, disclose this to the Plaintiff, in direct violation of their fiduciary duties as well as thier duties of trust and loyalty. Instead, the Defendants non-disclosed business plan to conceal the real value of the property, market the property for their own personal interests, purchase the property at an unreasonably low price (through a group of companies they owned), and thereafter lease it to the Veterans' Administration in order to secure a long-term lease worth in excess of 10 million dollars. While serving as real estate agents for the Plaintiff, these Defendants met with representatives of the Veterans' Administration, showed the Commercial Real Estate to representatives of the Veterans' Administration, and convinced the Veterans' Administration to lease the Commercial Real Estate from the Defendants and not the Plaintiff. The Defendants concealed their business plan from both the Plaintiff and

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Veterans' Administration in order to secure the lease for themselves. In execution of this fraudulent plan, the Defendants, concealed the value of the property from the Plaintiff, formed an investment group, marketed the Commercial Real Estate as their own and actually executed a lease on the property resulting in a windfall in excess of 10 million dollars directly to the Defendants.

### **Parties**

1. The Plaintiff, Davantic, LLC, is a West Virginia limited liability company in good standing with its principal place of business in Kanawha County, West Virginia. Davantic, LLC is a citizen of West Virginia for venue and jurisdictional purposes. At all pertinent times Davantic LLC, was conducting business in Kanawha County, West Virginia.
2. The Defendant, Realcorp, LLC, is a West Virginia limited liability company with its principal place of business in Kanawha County, West Virginia, and for jurisdictional and venue purposes is a citizen of West Virginia.
3. The Defendant, MPT Realty, LLC, is a West Virginia limited liability company with its principal place of business in Kanawha County, West Virginia, and for jurisdictional and venue purposes is a citizen of West Virginia.
4. The Defendant, Top Properties, LLC, is a West Virginia limited liability company with its principal place of business in Kanawha County, West Virginia, and for jurisdictional and venue purposes is a citizen of West Virginia.
5. The Defendant, Michael P. Thompson, is a resident and citizen of West Virginia.
6. The Defendant, Val Young, is a resident and citizen of West Virginia.

### **Jurisdiction and Venue**

7. Pursuant to West Virginia Code §56-1-1(a)(1), this Court has jurisdiction over the parties and claims asserted in this civil action because the Defendants in this civil action reside in Kanawha County, West Virginia. Upon information and belief, the limited liability companies subject to this Complaint maintain a principal business address in Kanawha County, West Virginia.
8. Pursuant to West Virginia Code §56-1-1(a)(2), venue is proper because the Defendants regularly conduct business in Kanawha County, West Virginia. Further, under West Virginia Code §56-1-1(a)(2), venue is appropriate in this county because the limited liability company Defendants have designated their principal offices in Kanawha County. Further, the Commercial Real Estate subject to this Amended Complaint is located in Kanawha County, WV.
9. Additionally, and in the alternative, the causes of action set forth herein arose out of conduct in Kanawha County, West Virginia.

**General Allegations Common to All Defendants**

10. The Plaintiff retained Realcorp, LLC as its exclusive real estate agent and broker in order to sell certain property located at 300 and 600 Technology Drive, South Charleston, WV and being apparently 3.45 acres (hereinafter referred to as the "Commercial Real Estate"). The original purchase price for the Commercial Real Estate in 2007 was \$2,150,000. The tax assessment for the Commercial Real Estate in South Charleston District, Kanawha County, WV was \$1,331,210.
11. Michael P. Thompson, a co-owner of Realcorp, LLC, and Val Young, an employee of Realcorp, LLC, served as the individual real estate agents for the Plaintiff in order to market and sell the Plaintiffs Commercial Real Estate.
12. On or about April 22, 2014, the Plaintiff entered into an Exclusive Authorization and Right to Sell Agreement, providing Realcorp, LLC an exclusive authorization and right to sell said Commercial Real Estate. This exclusive authorization and right to

sell was signed by Val Young as the agent, and designated Realcorp, LLC as the exclusive broker for the Commercial Real Estate for a period of 6 month. Thereafter, Michael P. Thompson and Val Young on behalf of Real Corp, LLC provided an Agency Relationship Agreement to the Plaintiff, representing that Michael P. Thompson would be the individual real estate agent for the Plaintiff, on behalf of Realcorp, LLC. The Agency Relationship Agreement specifically represented to the Plaintiff that Michael P. Thompson and Realcorp, LLC would exercise, "diligent exercise of reasonable skill and care in performance of the agent's duties," "a duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty." This written Agency Relationship Agreement was dated February 12, 2015, was signed by Michael P. Thompson on February 11, 2015, and by the Plaintiff's representatives on February 12, 2015 (hereinafter referred to as the "Agency Relationship Agreement") and this instrument was delivered to the Plaintiff. These representations were material, false and detrimentally relied upon by the Plaintiff in a justifiable manner.

13. On or about February 11, 2015, Michael P. Thompson, as the selling agent and as the actual purchaser representative, signed a Purchase Contract to purchase the Commercial Real Estate. This Purchase Contract was presented to the Plaintiff for signature, and provided the terms and conditions of the purchase of the Commercial Real Estate. This Purchase Contract designated Davantic, LLC as the selling company, Realcorp, LLC as the listing company, and "MPT Realty, LLC" or its assigns as the purchaser (hereinafter referred to as the "Real Estate Purchase Contract"). Thereafter, Michael P. Thompson, on behalf of MPT Realty, LLC presented an Addendum to Purchase Contract to the Plaintiff, which was executed by the Plaintiff, and Michael P. Thompson on February 12, 2015, covering the Commercial Real Estate (hereinafter referred to as the "Purchase Addendum"). The Addendum to Purchase Contract provided that the purchaser would have an extra 35 days of due diligence, could cancel the agreement at any time and receive a full refund of the earnest money deposit, and requiring the seller to provide the purchaser with all

materials, reports, appraisals, and any other information pertinent to the Commercial Real Estate.

14. The Exclusive Authorization to Sell, Agency Relationship Agreement, Real Estate Purchase Contract, and Purchase Addendum agreements will be collectively referred to hereinafter as the "Written Agreements".
15. In 2012, the Plaintiff's Commercial Real Estate was appraised by Darrell Rolston, and in the opinion of Mr. Rolston was valued as follows:  
As is, market value of \$1,610,000.  
As stabilized, market value of \$1,700,000.  
Replacement cost/insurable value of \$2,750,000.
16. At no time did Michael P. Thompson, Realcorp, LLC, and/or Val Young disclose to the Plaintiff that (1) they were working on a Multimillion dollar deal to lease the Commercial Real Estate to the Veterans' Administration for the personal financial benefit of the Defendants (2) that said lease had a value in excess of \$10,000,000.00 dollars (3) that the Veterans Administration was interested in leasing commercial property in order to relocate their clinic; (4) the Veterans Administration was interested in leasing the Commercial Real Estate; (5) the Commercial Real Estate met the criteria and specifications for the new clinic and (6) that efforts were being made to lease the Commercial Real Estate to the Veterans Administration.
17. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and/or Val Young failed to disclose to the Plaintiff that the Commercial Real Estate was extremely valuable in light of its unique qualifications for being the new Veterans' Clinic and that the lease had a value in excess of \$10,000,000.00. These Defendants further failed to properly value the Commercial Real Estate for the Plaintiff prior to sale.
18. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and/or Val Young had a personal financial interest in purchasing the Commercial Real Estate themselves, and leasing it to the Veterans' Administration for a multi-million dollar, long-term lease. During the agency representation of the Plaintiff, the Defendants met with representatives of the Veterans' Administration to convince the Veterans'

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Administration to lease the property (not from the Plaintiff) but from the Defendants personally. At no time did any of the Defendants disclose this lucrative business plan to the Plaintiff.

19. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young owed a fiduciary duty, duty of loyalty, honesty and trust to the Plaintiff, and were required to put the Plaintiff's interests ahead of their own personal interests. Furthermore, under the Agency Relationship Agreement, Michael P. Thompson, Realcorp, LLC, and Val Young specifically agreed to provide a "diligent exercise of reasonable skill and care" in performance of their duties and to provide a "duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty." Michael P. Thompson, Realcorp, LLC, and Val Young breached their fiduciary duties and their duties as real estate agents, fiduciaries, and brokers, by failing to disclose to the Plaintiff the ongoing lease negotiations and true value of the Commercial Real Estate, as well as their own lucrative business deal to enter into a long-term multimillion dollar lease with the Veterans' Administration by using the Plaintiffs Commercial Real Estate for their own personal benefit.
20. As agents and fiduciaries to the Plaintiff, Michael P. Thompson, Realcorp, LLC, and Val Young failed to exercise reasonable skill and care in performance of their duties, failed to exercise honest and fair dealing and good faith, and failed to exercise utmost care, integrity, honesty, and loyalty, all as required under the Agency Agreement and West Virginia common law.
21. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young had a conflict of interest, engaged in self-dealing, and affirmatively failed to disclose their true intended purpose with the Plaintiffs Commercial Real Estate, as well as their intentions to enter into a long-term Multimillion dollar lease with the Veterans' Administration.
22. Even though the Commercial Real Estate had an appraised "as is market value" of \$1,610,000, Michael P. Thompson, Realcorp, LLC, and/or Val Young waited until the

Plaintiff was in difficult financial circumstances, and made a one-time offer of \$300,000 to buy the Commercial Real Estate from the Plaintiff. This offer price, made by Michael P. Thompson, Realcorp, LLC, and/or Val Young was shockingly low, and designed to further the Defendants' non-disclosed plan of acquiring the Commercial Real Estate at a low cost, and leasing it to the Veterans' Administration without full and proper disclosure to the Plaintiff.

23. While acting as real estate agents and fiduciaries to the Plaintiff, Michael P. Thompson, Realcorp, LLC, and Val Young were marketing the Commercial Real Estate to the Veterans' Administration and negotiating on behalf of themselves with the Veterans' Administration. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young knew that the Veterans' Administration wanted to relocate their clinic, and that the Commercial Real Estate met the specifications for the new clinic.
24. The Defendants induced the Plaintiff to enter into the Written Agreements without disclosing to the Plaintiff and by concealing (1) the Defendants' true intended use of the Commercial Real Estate; (2) that Michael P. Thompson, Realcorp, LLC, and Val Young were in negotiations with the Veterans' Administration for a long-term multi-million dollar lease; (3) that Michael P. Thompson had ownership interests in the purchaser of the Commercial Real Estate with intentions of buying and leasing the Commercial Real Estate to the Veterans' Administration for a long-term, lucrative, multi-million dollar lease; (4) that the Commercial Real Estate met the Veterans' Administration specifications for the new clinic; (5) that the Defendants were showing the Commercial Real Estate to the Veterans' Administration; (6) that an investment group led by Michael P. Thompson had been formed to acquire the Commercial Real Estate and obtain a 10 million dollar lease; and (7) the fair market value of the Commercial Real Estate. At all pertinent times, the non-disclosures and omissions of the Defendants were material and proximately caused harm to the Plaintiff.
25. At all pertinent times, the Defendants failed to look out for the best interests of the Plaintiff, and instead convinced the Plaintiff to sell them the Commercial Real Estate

at a unreasonably low price without the disclosure that the Commercial Real Estate was worth millions of dollars in connection with a long-term lease with the Veterans' Administration.

26. At pertinent times, Michael P. Thompson was acting on behalf of Realcorp, LLC as well as MPT Realty, LLC and Top Properties, LLC, thus creating an incurable conflict of interest. Michael P. Thompson, agent for the Plaintiff, had a vested personal financial ownership interest in the purchaser, and in fact controlled the purchaser out of his own office in Kanawha City. The West Virginia Secretary of State's records show that Michael P. Thompson is a member of Top Properties, LLC and MPT Realty, LLC. Michael P. Thompson used his position as a fiduciary of the Plaintiff in order to convince the Plaintiff to sell the Commercial Real Estate to MPT Realty, LLC and Top Properties, LLC. Michael P. Thompson further breached his fiduciary duty by failing to disclose the ongoing multi-million dollar negotiations with the Veterans' Administration and the true value of the Commercial Real Estate. Instead of full disclosure, the Defendants bought the property themselves (through a non-disclosed investment group led by Michael P. Thompson) and kept the millions in lease revenue.
27. At all pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young were acting as agents and fiduciaries for both the buyer and seller of the Commercial Real Estate, as well as the non-disclosed investment group formed by the Defendants to obtain the multi-million dollar Veterans' Administration lease.
28. At all pertinent times, the Defendants were engaged in a joint venture, wherein the Defendants carried out a single business enterprise for profit, for which the Defendants combined their property, money, effects, skill, and knowledge. The Defendants also share common office space, telephones, furniture, services, employees, lease space, revenues, commissions, expenses, and share the same management members of their limited liability companies.

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29. The Defendants were also acting as a general partnership relating to the general business of real estate sales (which also covered the Commercial Real Estate) and by generally sharing revenues, liabilities, commissions, profits, management, employees, equipment, intangible assets, offices, and services.
  30. At pertinent times herein, Michael P. Thompson, Realcorp, LLC, and Val Young were acting in the absolute best interests of MPT Realty, LLC, Top Properties, LLC, and themselves individually, and directly contrary to interests of the Plaintiff.
  31. At all pertinent times, MPT Realty, LLC served as the manager for Top Properties, LLC. This relationship was concealed from the Plaintiff. At pertinent times, Michael P. Thompson, as owner and manager of MPT Realty, LLC was also serving the best interests of Top Properties, LLC in connection with the non-disclosed business plan to acquire the Plaintiff's property and lease it for personal gain to the Veterans' Administration.
  32. At pertinent times herein, Realcorp, LLC, MPT Realty, LLC, and Top Properties, LLC failed to follow the formalities of the limited liability companies, intermingled assets, liabilities, office space, revenue, debt, employees, equipment, and said entities were not treated as separate and distinct organizations, but in fact were treated as the alter ego of Michael P. Thompson. Therefore, the corporate limited liability veil of MPT Realty, LLC, Top Properties, LLC, and Realcorp, LLC should be pierced under West Virginia law, holding Michael P. Thompson individually liable.
  33. At all pertinent times, the Plaintiff detrimentally and reasonably relied on the false material representations of Michael P. Thompson, Realcorp, LLC, Val Young and the remaining Defendants. The Plaintiff relied on these material representations to its detriment by specifically (a) hiring and engaging Michael Thompson and Realcorp, LLC as its real estate agents to sell the Commercial Real Estate; (b) executing and agreeing to enter into the Exclusive Authorization to Sell, Agency Relationship Agreement, Real Estate Purchase Contract, and Purchase Addendum agreements; (c) selling the Commercial Real Estate at well below market value; (d) allowing Michael

P. Thompson and Realcorp, LLC to serve as their agents and/or brokers during the marketing and final sale of the Commercial Real Estate; (e) allowing MPT Realty, LLC to agree to purchase the Commercial Real Estate and subsequently allowing Top Properties, LLC to take assignment of the purchase rights from MPT Realty, LLC and to ultimately purchase the Commercial Real Estate from the Plaintiff. The material representations of the defendants caused harm and damage to the Plaintiff in the form of loss of market value on the Commercial Real Estate, loss of sales price, loss of lease revenues and profits as well as loss of land value. This conduct of the defendants proximately caused harm to the Plaintiff and such harm was reasonably foreseeable by the Defendants. The Plaintiff was justified in relying upon the false material representations which were detrimental and proximately caused harm to the Plaintiff. The non-disclosures of the Defendants were also material and proximately caused harm to the Plaintiff as specifically set forth in sections (a)-(e) hereinabove.

**Count I – Breach of Fiduciary Duty**

34. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 33 as if restated and pled in full.
35. At pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young were acting as exclusive real estate agents in their fiduciary capacity for the Plaintiff. Michael P. Thompson, Realcorp, LLC, and Val Young put their self-interests ahead of the interests of the Plaintiff, and profited from their self-dealing, conflict of interest, and undisclosed business relationship with the Veterans' Administration.
36. Further, Michael P. Thompson, Realcorp, LLC, and Val Young did breach their fiduciary duties and duties of loyalty, honesty and trust to the Plaintiff by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the

Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a non-disclosed investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/leasing of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration

under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price i.e. less than 15 percent of the real value of the property.

37. At pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young were acting in the absolute best interests of MPT Realty, LLC, Top Properties, LLC, and themselves individually and in direct conflict with their fiduciary duties to the Plaintiff.
38. Further, Michael P. Thompson, Realcorp, LLC, and Val Young did were fiduciaries to the Plaintiff and owed a legal duty to disclose all of this material information to the Plaintiff as set forth hereinabove in subsections (1)-(14). Further, Michael P. Thompson, Realcorp, LLC, and Val Young as fiduciaries to the Plaintiff were obligated to put the Plaintiffs interests ahead of their own personal interests. However, Michael P. Thompson, Realcorp, LLC, and Val Young failed to do so and instead did conceal, non-disclose and omit all of this material information to the detriment of the Plaintiff which proximately caused harm to the Plaintiff. Instead of making full or proper disclosure, Michael P. Thompson, Realcorp, LLC, and Val Young did utilize and misappropriate such information for their own benefit in breach of their fiduciary duties.

#### **Count II – Negligence**

39. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 38 as if restated and pled in full.
40. In the alternative, Michael P. Thompson, Realcorp, LLC, Val Young, MPT Realty LLC and Top Properties, LLC were negligent by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration

for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full

disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price.

41. Alternatively, the Defendants set forth in this count were negligent, before and/or after the effective dates of any written agreements with the Plaintiff or in the event any such written agreements are determined to be invalid and/or unenforceable.

### **Count III – Gross Negligence**

42. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 41 as if restated and pled in full.
43. In the alternative, Michael P. Thompson, Realcorp, LLC, Val Young, MPT Realty LLC and Top Properties, LLC were grossly negligent by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term

multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price.

44. Alternatively, the Defendants set forth in this count were grossly negligent, before and/or after the effective dates of any written agreements with the Plaintiff and in the event any such written agreements are determined to be invalid and/or unenforceable.
45. Such gross negligence proximately caused harm to the Plaintiff.

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**Count IV – Breach of Agency Agreement**

46. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 45 as if restated and pled in full.
47. The Defendants Michael P. Thompson and Realcorp, LLC breached their Agency Relationship and Agreement with the Plaintiff.
48. The Agency Relationship Agreement specifically provides in writing that the agent has the following duties, "diligent exercise of reasonable skill and care in the performance of the agent's duties," "a duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty."
49. Michael P. Thompson and Realcorp, LLC failed to exercise reasonable skill and care, failed to engage in honest and fair dealing and good faith, and failed to act with the utmost care, integrity, honesty, and loyalty.
50. Instead, Realcorp, LLC and Michael P. Thompson had a conflict of interest and engaged in self-dealing with regard to the Plaintiff's Commercial Real Estate. Further, Realcorp, LLC and Michael P. Thompson breached the Agency Relationship Agreement by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through an investment group led by Michael P. Thompson), and immediately flip it

to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price.

**Count V – Breach of the Implied Covenant of Good Faith and Fair Dealing**

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51. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 50 as if restated and pled in full.
52. The Defendants Michael P. Thompson and Realcorp, LLC breached their written Agency Relationship Agreement with the Plaintiff, and also thereby breached their implied covenants of good faith and fair dealing contained in such Agency Agreement by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the

Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price. Further, the Agency Relationship Agreement specifically provides in writing that the agent has the following obligations and duties, "diligent exercise of reasonable skill and care in the performance of the agent's duties," "a duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty."

53. Michael P. Thompson and Realcorp, LLC failed to follow their written contractual representations and obligations which required them to exercise reasonable skill and care, to engage in honest and fair dealing and good faith, to act with the utmost care, integrity, honesty, and loyalty and thereby specifically breached the written agreement along with breaching their implied covenants of good faith and fair dealing as set specifically forth hereinabove.
54. This conduct proximately caused harm and damages to the Plaintiff

#### **Count VI – Fraud**

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55. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 54 as if restated and pled in full.
56. The Defendants owed a duty of full disclosure to the Plaintiff and in spite of this duty, did execute and perpetuate a separate independent tort of fraudulent concealment of material facts, fraudulent omission of material facts, and fraudulent non-disclosure of material facts upon the Plaintiff by, among other things, (1) fraudulently concealing that the Defendants were actively working on a secretive deal to procure a multi-million dollar long-term commercial lease with the Veterans' Administration for the sole and exclusive benefit of the Defendants and not the Plaintiff; (2) affirmatively concealing that Michael P. Thompson, Realcorp, LLC, and Val Young had a deal in place for MPT Realty, LLC and Top Properties, LLC to purchase the Plaintiff's Commercial Real Estate and flip it to the Veterans' Administration for a long-term multi-million dollar lucrative lease; (3) concealing that the Plaintiff's Commercial Real Estate was being shown to representatives of the Veterans' Administration for the purpose of the Defendants' self-enrichment from a long-term multi-million dollar lease; (4) concealing that the Plaintiff's Commercial Real Estate was desired by the Veterans' Administration as the new Veterans' Administration Clinic; (5) concealing that Michael P. Thompson, Realcorp, LLC, and Val Young were actively working for MPT Realty, LLC and Top Properties, LLC in order to secure the lease valued at over 10 million dollars; (6) knowingly failed to disclose the Defendants' conflict of interest; (7) concealing the true value of the Commercial Real Estate and purchasing said real estate at an unreasonably low price i.e. less than 15 percent of its real value.
57. The Defendants did commit, execute and perpetuate fraud upon the Plaintiff by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar

lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) secretly utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale, appraisal and valuation of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves

individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price i.e. less than 15 percent of its real value.

58. The Defendants owed a legal duty to disclose all of this information to the Plaintiff, however, the Defendants chose to conceal, non-disclose and omit all of this (as set forth hereinabove) to the detriment of the Plaintiff which proximately caused harm to the Plaintiff.
59. Such conduct constitutes fraudulent concealment, and/or fraudulent omission all of which proximately caused harm to the Plaintiff.

#### **Count VII – Intentional Misrepresentation**

60. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 59 as if restated and pled in full.
61. The Agency Relationship Agreement specifically provides and represented to the Plaintiff that the agent has the following duties, "diligent exercise of reasonable skill and care in performance of the agent's duties," "a duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty." These representations reasonably led the Plaintiff to believe the real estate agents and brokers would act as such.
62. At the time that these material representations were made by the Defendants, the Defendants knew such representations were false and the Defendants were actually acting in accordance with a non-disclosed business plan to self-benefit the Defendants in connection with procuring a long-term multi-million dollar lease from the Veterans' Administration, which the Defendants did in fact procure from the Plaintiff's Commercial Real Estate. In fact at the time these representations were

made, the Defendants were working with the Veterans Administration in connection with obtaining leased property and knew the Plaintiffs Commercial Real Estate would be used by the Veterans Administration and that a long term multi-million dollar lease would be procured for the Defendants.

63. At the time such representations were made, the Defendants had already formulated contrary duties, strategies, and a plan materially inconsistent with said representations, which plan was to allow the Defendants to obtain millions of dollars in profits and revenues directly from the Plaintiff's Commercial Real Estate, and in direct contravention to the Plaintiff's interests.
64. These false representations were central, material and one of the main purposes of the Agency Relationship Agreement, and made intentionally, willfully, and wantonly. In the alternative, these representations were made recklessly, wantonly and/or negligently.
65. At all pertinent times, the Plaintiff detrimentally and reasonably relied on these false material representations of Michael P. Thompson, Realcorp, LLC, Val Young and the remaining Defendants. The Plaintiff relied on these material representations to its detriment by specifically (a) hiring and continuing to utilize the services of Michael Thompson and Realcorp, LLC as its real estate agents to sell the Commercial Real Estate; (b) executing and agreeing to enter into the Agency Relationship Agreement, Real Estate Purchase Contract, and Purchase Addendum agreements; (c) selling the Commercial Real Estate at well below market value; (d) allowing Michael P. Thompson and Realcorp, LLC to serve as their agents and/or brokers during the marketing and final sale of the Commercial Real Estate; (e) allowing MPT Realty, LLC to agree to purchase the Commercial Real Estate and subsequently allowing Top Properties, LLC to take assignment of the purchase rights from MPT Realty, LLC and to ultimately purchase the Commercial Real Estate from the Plaintiff. The material representations of the defendants cause harm and damage to the Plaintiff in the form of loss of market value on the Commercial Real Estate, loss of sales price, loss of lease revenues and profits as well as loss of land value. This conduct of the

defendants proximately caused harm to the Plaintiff and such harm was reasonably foreseeable by the defendants. The Plaintiff was justified in relying upon the false material representations which were detrimental and proximately caused harm to the Plaintiff.

### **Count VIII – Constructive Fraud**

66. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 65 as if restated and pled in full.
67. At pertinent times, Michael P. Thompson, Realcorp, LLC, and Val Young were acting as agents and fiduciaries to the Plaintiff. These Defendants breached their fiduciary duties and failed to put their client's interests ahead of their personal financial interests. As a result, these Defendants financially benefited in the form of millions of dollars in lease revenue, as well as obtaining the Plaintiff's Commercial Real Estate at a shockingly low price. All of which proximately caused damage to the Plaintiff.
68. The conduct of the Defendants constitutes constructive fraud as set forth herein, as well as by intentionally and/or by mistake or omission (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for

a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price i.e. less than 15 percent of the true value of the real estate. Michael P. Thompson, Realcorp, LLC, and Val Young owed a legal duty to the Plaintiff and breached their duty and such conduct by the Defendants has the consequences of fraud and violates public trust, violates confidences, and has a clear tendency to

deceive and/or injure public interests. Such conduct proximately caused harm to the Plaintiff.

**Count IX - Willful, Reckless, and Wanton Conduct**

69. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 68 as if restated and pled in full.
70. The Defendants acted willfully, recklessly, and wantonly toward the Plaintiff by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real

Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price.

**Count X – Conspiracy regarding Breach of Fiduciary Duty, Reckless/Willful/Wanton Conduct, Misrepresentation and Constructive Fraud**

71. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 70 as if restated and pled in full.
72. MPT Realty, LLC, Top Properties, LLC, and Realcorp, LLC knowingly, willfully, and wantonly aid, assist and participated in the (1) fraud perpetuated upon the Plaintiff; (2) the breach of fiduciary duties owed to the Plaintiff; and (3) the other tortious conduct committed upon the Plaintiff as set forth in this Complaint and by (a) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the

Plaintiff's Commercial Real Estate; (b) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (c) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (d) failing to disclose to the Plaintiff the Defendants' secretive business plan whereby the Defendants were going to purchase the Commercial Real Estate from the Plaintiff (through a non-disclosed investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (e) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (f) utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (g) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (h) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale of the Commercial Real Estate and execution of the Written Agreements; (i) affirmatively concealing the lease negotiations with the Veterans' Administration; (j) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (k) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (l) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (m) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (n) by purchasing and

leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (o) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price.

#### **Count XI – Tortious Interference**

73. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 72 as if restated and pled in full.
74. At all pertinent times MPT Realty, LLC and Top Properties, LLC knew that the Plaintiff had an agency relationship, business relationship, fiduciary relationship and/or business expectancy with Michael P. Thompson, Realcorp, LLC, and Val Young.
75. The conduct of MPT Realty, LLC and Top Properties, LLC in devising and executing the secretive plan to fraudulently and improperly obtain the Commercial Real Estate from the Plaintiff and flip it to the Veterans' Administration for self-financial benefit and without disclosure to the Plaintiff constitutes an intentional act of interference which proximately caused sustained harm and damages to the Plaintiff.
76. The conduct of MPT Realty, LLC and Top Properties, LLC proximately caused the Plaintiff to lose lease revenues in excess of 10 million dollars and to lose the sale value, market value and revenues of the Commercial Real Estate as well as other consequential damages.

#### **Count XII – General Civil Conspiracy**

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77. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 76 as if restated and pled in full.
78. At all pertinent times herein, the Defendants did act in a common plan and scheme, and did jointly conspire to purchase and lease the Commercial Real Estate as well as breach the fiduciary duties, commit fraud, misrepresentation, constructive fraud, and to engage in the other tortious conduct set forth herein.
79. At all pertinent times, MPT Realty, LLC and/or Top Properties, LLC civilly conspired with Realcorp, LLC, Val Young, and/or Michael P. Thompson individually, to (1) misappropriate the Veterans' Administration leasing opportunity from the Plaintiff; (2) misappropriate the true value of the Commercial Real Estate; (3) conceal the Veterans' Administration's interest in the Plaintiff's Commercial Real Estate; and (4) personally financially benefit from the Plaintiff's Commercial Real Estate by purchasing it at a shockingly low price and obtaining a lease from the Veterans' Administration valued at over 10 million dollars.

**Count XIII – Negligent Supervision/Negligent Management**

80. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 79 as if restated and pled in full.
81. Realcorp, LLC did (1) fail to properly supervise and manage the conduct, actions, ethics, obligations, standards, business relationships, and transactions of Michael P. Thompson and Val Young with regard to the Plaintiff's Commercial Real Estate; and (2) failed to establish, implement, and enforce proper conflict of interest rules, ethics, disclosure rules, standards, self-dealing rules, and fiduciary rules. Further, MPT Realty LLC and Top Properties, LLC (1) negligently failed to manage and supervise the actions, conduct, relationships, ethics, standards and transactions of Michael Thompson and Val Young and (2) failed to establish, implement, and

enforce proper conflict of interest rules, disclosure rules, self-dealing rules, standards and fiduciary rules all of which proximately caused harm to the Plaintiff.

82. As a result of this negligence, negligent supervision, and negligent management, Val Young and Michael P. Thompson were allowed to fully broker a deal on the Commercial Real Estate in direct breach of their fiduciary and common law duties, as well as in violation of reasonable business practices whereby the Commercial Real Estate was improperly transferred away from the Plaintiff to MPT Realty, LLC and then Top Properties, LLC. Both MPT Realty, LLC and Top Properties, LLC are controlled and managed by Michael P. Thompson, out of the same offices of Realcorp, LLC and had real estate purchasing interests and motives adverse to those interests of the Plaintiff with regard to the use and purchase price of the Commercial Real Estate. At all pertinent times MPT Realty, LLC and Top Properties, LLC had an interest in purchasing the Commercial Real Estate at the lowest possible market price in direct conflict to the duties and obligations of Val Young, Michael P. Thompson and RealCorp LLC. Such conflict of interest proximately caused harm to the Plaintiff.
83. Furthermore, Michael P. Thompson and Val Young were allowed to improperly use their offices, staff and positions of trust at Realcorp, LLC to operate these conflicting real estate leasing and management companies (in which Michael Thompson had an ownership interest) and to manage other conflicting real estate companies, which purchased the Commercial Real Estate from the Plaintiff.
84. At all pertinent times, Realcorp, LLC did negligently manage the duties, operations, and business of Top Properties, LLC, Michael Thompson and Val Young out of the offices of Realcorp, LLC which proximately caused foreseeable harm and damage to the Plaintiff.

**Count XIV – Fraud in the Inducement**

85. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 84 as if restated and pled in full.

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86. The Defendants did fraudulently induce the Plaintiff to enter into the Agency Relationship Agreement, Real Estate Purchase Contract, and Purchase Addendum agreements
87. The Agency Relationship Agreement specifically provides and represented to the Plaintiff that the agent has the following duties, "diligent exercise of reasonable skill and care in performance of the agent's duties," "a duty of honest and fair dealing and good faith," and "the duty of utmost care, integrity, honesty, and loyalty." These representations reasonably led the Plaintiff to believe the real estate agents and brokers would act as such.
88. At the time that these material representations were made by the Defendants, the Defendants knew such representations were false and the Defendants were also actually acting in accordance with a non-disclosed business plan to self-benefit the Defendants in connection with procuring a long-term multi-million dollar lease from the Veterans' Administration, which the Defendants did in fact procure from the Plaintiff's Commercial Real Estate. In fact at the time these representations were made, the Defendants were working with the Veterans Administration in connection with obtaining leased property and knew the Plaintiffs Commercial Real Estate would be used by the Veterans Administration and that a long term multi-million dollar lease would be procured for the Defendants.
89. At the time such representations were made, the Defendants had already formulated material contrary duties, strategies as well as non-disclosed purchase and leasing arrangements and a plan materially inconsistent with said representations, which plan was to allow the Defendants to obtain millions of dollars in profits and revenues directly from the Plaintiff's Commercial Real Estate, and in direct contravention to the Plaintiff's interests.
90. These false representations were material and made intentionally, willfully, and wantonly. In the alternative, these representations were made recklessly, wantonly and/or negligently.

91. At all pertinent times, the Plaintiff detrimentally and reasonably relied on these false material representations of Michael P. Thompson, Realcorp, LLC, Val Young and the remaining Defendants. The Plaintiff relied on these material representations to its detriment by specifically (a) hiring and engaging Michael Thompson and Realcorp, LLC as its real estate agents to sell the Commercial Real Estate; (b) executing and agreeing to enter into the Agency Relationship Agreement, Real Estate Purchase Contract, and Purchase Addendum agreements; (c) selling the Commercial Real Estate at well below market value; (d) allowing Michael P. Thompson and Realcorp, LLC to serve as their agents and/or brokers during the marketing and final sale of the Commercial Real Estate; (e) allowing MPT Realty, LLC to agree to purchase the Commercial Real Estate and subsequently allowing Top Properties, LLC to take assignment of the purchase rights from MPT Realty, LLC and to ultimately purchase the Commercial Real Estate from the Plaintiff. The material representations of the defendants cause harm and damage to the Plaintiff in the form of loss of market value on the Commercial Real Estate, loss of sales price, loss of lease revenues and profits as well as loss of land value. This conduct of the defendants proximately caused harm to the Plaintiff and such harm was reasonably foreseeable by the defendants. The Plaintiff was justified in relying upon the false material representations which were detrimental and proximately caused harm to the Plaintiff.
92. The Defendants did further enhance and perpetuate this fraud on the Plaintiff by (1) failing to disclose to the Plaintiff that the Defendants were in active lease negotiations with the Veterans' Administration for a multi-million dollar long-term lease covering the Plaintiff's Commercial Real Estate; (2) failing to disclose to the Plaintiff that the Defendants were showing the Commercial Real Estate to representatives of the Veterans' Administration for a long-term multi-million dollar lease, and that the Veterans' Administration desired the Plaintiff's Commercial Real Estate; (3) failing to disclose to the Plaintiff that the Plaintiff's Commercial Real Estate met the qualifications for the new Veterans' Clinic; (4) failing to disclose to the Plaintiff the Defendants' business plan whereby the Defendants were going to

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purchase the Commercial Real Estate from the Plaintiff (through a secretive investment group led by Michael P. Thompson), and immediately flip it to the Veterans' Administration for a long-term multi-million dollar commercial lease valued at over 10 million dollars; (5) failing to disclose that the Defendants' true intentions regarding the Commercial Real Estate was for their own personal financial interests securing a long-term multi-million dollar commercial lease, (6) secretly utilizing confidential and proprietary information obtained during the course of their agency relationship with the Plaintiff for the self-benefit of the Defendants; (7) failing to fully disclose any of the facts and circumstances pertaining to the long-term lease with the Veterans' Administration, the real value of the Commercial Real Estate, and the business plan of the Defendants; (8) failing to allow the Plaintiff the opportunity to make informed decisions regarding the sale, appraisal and valuation of the Commercial Real Estate and execution of the Written Agreements; (9) affirmatively concealing the lease negotiations with the Veterans' Administration; (10) concealing the conflict of interest the Defendants had regarding the purchase and leasing of the Plaintiffs' Commercial Real Estate; (11) concealing that the Defendants were in active lease negotiations with the Veterans' Administration while at the same time purportedly serving as the agent for the Plaintiff; (12) failing to disclose all the facts and circumstances surrounding the use and value of the Commercial Real Estate in order to allow the Plaintiff to make an informed decision regarding his selection of real estate agents, the sale/lease of the Commercial Real Estate, and the price and terms upon which the property was sold and/or leased; (13) taking advantage of the Plaintiff's financial condition by purchasing the Commercial Real Estate from the Plaintiff at a shockingly low price and without full disclosure; (14) by purchasing and leasing the Plaintiff's Commercial Real Estate to the Veterans' Administration under a lease agreement valued at over 10 million dollars, and diverting the lease payments to themselves individually; and (15) concealing the fair market value of the Commercial Real Estate and purchasing the Commercial Real Estate from the Plaintiff at an unreasonably low price i.e. less than 15 percent of its real value.

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Joint Venture and Partnership

93. At all pertinent times, the Defendants were engaged in a joint venture, wherein the Defendants carried out a single business enterprise for profit, for which these Defendants combined and shared their property, offices, employees, equipment, management, debt, money, effects, skills, and knowledge. This joint venture arose out of the implied, written, and business relationship between the Defendants, which provided for the marketing, brokerage, purchase, sale, and leasing of the Commercial Real Estate.
94. At all pertinent times, Michael P. Thompson was acting in his self-interest and/or as an agent and/or, broker for all the Defendants regarding the Plaintiff's Commercial Real Estate.
95. The joint venture Defendants are all engaged in the real estate business in connection with the promotion, sale, management, and purchase of real estate, and share principal offices at 3818 MacCorkle Ave. SE, Kanawha City, WV, share administrative offices, share rent, share furniture, share telephones and computer equipment, share leased space, and share the same the same management members of their limited liability companies.
96. In the alternative, the Defendants are acting as a general partnership relating to the general business of real estate sales, by generally sharing revenues, liabilities, profits, management, employees, equipment, intangible assets, offices, services, tangible costs, and operational equipment.

COUNT XV - Unjust Enrichment

97. Plaintiff hereby reincorporates those facts and allegations set forth previously herein in paragraphs 1 through 96 as if restated and pled in full.

98. As an alternative count, the Plaintiff alleges the Defendants were unjustly enriched in connection with the improper purchase, sale and subsequent leasing of the Plaintiff's Commercial Real Estate, and with regard to being enriched with the lease and lease revenues and profits from the Veterans' Administration. The Defendants are required to return those monies, value and revenue to which it was unjustly enriched which include but are not limited to, lease revenues and profits from the non-disclosed lease with the Veteran Administration, real estate sales commissions, and real market value of the Commercial Real Estate above and beyond the purchase price of the Commercial Real Estate.

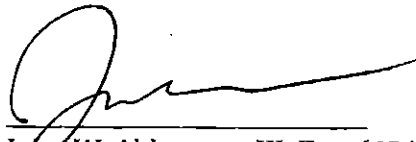
#### **Punitive Damages**

99. The acts of the Defendants, as described in this Complaint, were willful, wanton, malicious, and/or reckless, and/or done with indifference to the rights of persons, specifically including the Plaintiff, and as such, punitive damages should be assessed. The omissions, conduct and representations made by the Defendants as set forth herein were false, material, and proximately caused harm to the Plaintiff.

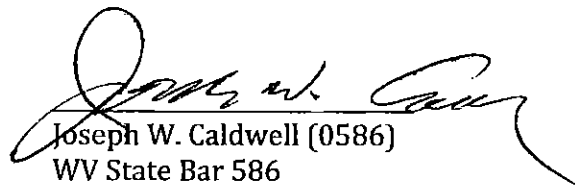
100. The Plaintiff demands a Trial by Jury on all claims, defenses, and issues.

#### **Prayer for Relief**

Wherefore, the Plaintiff requests Judgment jointly and severally against all Defendants for all damages including loss of lease revenues, loss of income, loss of general revenue, loss of profit, general damages, consequential damages, loss of profit, real estate commissions, attorney's fees, punitive damages, loss of increased property value, loss of Commercial Real Estate market value, sales proceeds and revenue ,alternatively, disgorgement of all revenues, land value and profits from the Defendants relating to their acquisition, use and subsequent leasing of the Commercial Real Estate, attorneys' fees, punitive damages, pre-judgment and post-judgment interest, expenses, as well as any other relief allowed by this Court.



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