

EXHIBIT A

The image shows the TMZ logo in a light gray, sans-serif font. The letters are bold and stylized, with the 'T' having a wide top bar, the 'M' having a rounded, blocky shape, and the 'Z' having a sharp, angular design. The logo is centered horizontally on the page.

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BARBARA HOUSTON

Plaintiff

v.

WHITNEY HOUSTON,
JOHN R. HOUSTON III, as
Executor of the Estate of
JOHN R. HOUSTON,
WEST AND FEINBERG, P.C.

Defendants

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION

BERGEN COUNTY

DOCKET NO.

CIVIL ACTION

COMPLAINT AND JURY DEMAND

RECEIVED

MAY 09 2008

SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

Plaintiff, BARBARA HOUSTON, residing at [REDACTED]

Fort Lee, County of Bergen and State of New Jersey, complaining of the Defendants,

allege as follows:

PARTIES

1. At all times mentioned, WHITNEY HOUSTON, was the mortgagee of a mortgage dated August 22, 1990, and recorded on September 4, 1990 in the Bergen County Clerk's Office in Mortgage Book 7923, Page 322, given to secure the sum of \$723,000.00 by her father, JOHN R. HOUSTON, the decedent.
2. All at times mentioned, JOHN R. HOUSTON, III, was the Executor of the Last Will and Testament of the decedent, JOHN R. HOUSTON.
3. At all times mentioned, defendant WEST & FEINBERG, P.C. was a law firm comprised of attorneys admitted to practice in the State of Maryland, but admitted pro hac vice to represent JOHN R. HOUSTON III, Executor of the Estate of JOHN R. HOUSTON. At all times mentioned herein, MINDY G. SUCHINSKY, was an attorney at law duly admitted to practice pro hac vice in all the courts of the State of New Jersey.

ALLEGATIONS COMMON TO ALL COUNTS

The Last Will and Testament

4. On or about February, 2003, John R. Houston died. The deceased left a Last Will and Testament which was probated at the Bergen County Surrogate's Office.
5. John R. Houston III, was the appointed Executor of decedent's Last Will and Testament. John R. Houston III, employed the law firm of West and Feinberg, P.C. as his attorneys to represent him in the administration of the estate and in his obligations as fiduciary of the Estate.
6. John R. Houston, III, was nominated to act as the Executor of the Estate, without bond and with full authority to administer the Estate.

7. Barbara Houston, decedent's wife, was the sole beneficiary of the Estate.
8. At the time of his death, John R. Houston, owned an apartment located at 200 Old Palisade Avenue, Fort Lee, New Jersey.

The Mortgage Given by John R. Houston to Whitney Houston.

9. On August 22, 1990, John R. Houston, as mortgagor, executed a Mortgage Note to his daughter, Whitney Houston, which was recorded in the Book of Mortgages in the Bergen County Clerk's Office in Book 7923, Page 322, on September 4, 1990.

10. The Mortgage Note was for the principal amount of \$723,000.00. The monthly mortgage payments were in the amount of \$2,500.00 per month. The decedent was also to pay the difference between the sum of \$57,904.00 and the interest paid during the year by December 31 of each year. The Note was to be paid by July 31, 2005.

The Agreement Between John R. Houston And Whitney Houston.

11. On March of 1991, the late John R. Houston and Whitney Houston entered into an agreement whereby John R. Houston appointed Whitney Houston the sole beneficiary of a life insurance policy bearing number NL9100066 in order to satisfy the principal balance on the mortgage. Such insurance policy was later changed, but the agreement between the parties remained the same.
12. Under the Agreement, Whitney Houston, the lender and beneficiary, agreed to apply the proceeds of the insurance policy upon John R. Houston's death to pay the remaining principal balance on the mortgage and the excess proceeds to be

mortgage, account for all payments made and failed to return the balance of the insurance proceeds pursuant to the agreement she entered into with her father.

Whitney Houston's Misconduct

19. Whitney Houston failed to discharge the mortgage despite having been paid in full for her Note.
20. Whitney Houston did not return the excess proceeds of the life insurance policy to the Estate of John R. Houston despite having agreed to do so.
21. Whitney Houston has failed to account for all payments made to her by her father during his life time to reduce the principal balance of the mortgage.

The Law Firm's Negligence

22. John R. Houston III and his attorneys were notified of the encumbrance in the property and also knew of the agreement between the decedent and Whitney Houston to return the excess proceeds of the insurance policy to the Estate John R. Houston III was administering.
23. In turn, John R. Houston III, in his fiduciary capacity as Executor of decedent's Estate, had knowledge of decedent's testamentary intent which intent was to distribute all the property belonging to the Estate to the Plaintiff, its sole beneficiary, free and clear of any claims and encumbrances as well as collect the excess proceeds of the life insurance policy.
24. West and Fineberg knew or should have known in their exercise of their standard of care that their client had a fiduciary duty to the estate and he had to clear the title and enforcement the agreement between Whitney Houston and her father, John R. Houston.

25. Instead of investigating the matter and instituting legal action to enforce the agreement of March 1991 between his deceased father and Whitney Houston in order to transfer the property free and clear of title encumbrances and obtain the excess proceeds, John R. Houston III and his lawyers, in violation of their fiduciary duties, failed to take any action and on September 7th, 2005, executed a Deed as grantor and executor of the property under the probate proceedings to the Plaintiff with all its encumbrances of record.
26. Having knowledge of a lien on the property to be devised under the Last Will and Testament and failed to clear that lien, constituted negligence on the part of the defendant attorneys.
27. Sekas and Associates, LLC, represented the Plaintiff during these proceedings.
28. As a result of the defendants' failure to perform their fiduciary duties and obligations, the plaintiff received a property where title was not cleared of record.
29. To date, despite several requests to all the defendants to clear the title encumbrances on the property, the property continues to be encumbered by a mortgage where no notices of default or foreclosures are being presented.
30. To date, despite requests to Whitney Houston to return the money from the insurance proceeds, she has failed to do so.

COUNT ONE

DISCHARGE OF MORTGAGE

31. Plaintiff repeats all the allegations of Paragraphs 1 to 26 as if more fully set forth in this Count.

32. Pursuant to the agreement entered into by John R. Houston and his daughter Whitney Houston, the mortgage at all times mentioned herein, was fully paid from the proceeds of the insurance policy paid for by Whitney Houston on behalf of her father. Thus, John R. Houston, upon his death, satisfied and paid the principal of the promissory note according to its terms and tenor in full, together with all other obligations secured by the mortgage, and became entitled to a full satisfaction and discharge of the mortgage to be entered of record in the proper records of the Bergen County Registrar's.

33. As required by *N.J.S.A. 46:18-11.2(a)*, plaintiff has been prepared to pay the defendant Whitney Houston the fee required by Bergen County to cancel the subject mortgage and has given her notice of her intention to cancel the mortgage.

34. Defendant Whitney Houston has failed and refused, and continues to fail and refuse, to cause a satisfaction of the subject mortgage to be entered of record.

35. By reason of the above, the mortgage continues as a record lien against the plaintiff's property, notwithstanding the full payment and satisfaction of the mortgage.

Therefore, the plaintiff requests that this Court issue an order, pursuant to *N.J.S.A. 2A:51-1 et seq.* ordering the Bergen County Clerk to cancel the mortgage of the record; that the Court award plaintiff's attorneys fees and costs of suit; that the Court award any such other relief as it may deem appropriate.

COUNT TWO

VIOLATIONS OF FIDUCIARY DUTIES BY EXECUTOR

36. Plaintiff repeats the allegations of Paragraphs 1 to 34 as if more fully set forth herein.
37. Defendant John R. Houston, III, violated his fiduciary duties to the Estate he represented when he failed to pursue the claim against defendant Whitney Houston well knowing that there was a mortgage outstanding, that the property was encumbered and that an agreement existed between defendant Whitney Houston and her father to pay the mortgage and transfer the remaining proceeds of the insurance policy to the estate for the benefit of the plaintiff, the sole beneficiary of the estate.
38. Defendant John R. Houston, committed fiduciary violations of his duties by engaging in a conflict of interest between his sister, Whitney Houston and the beneficiary of the estate, the plaintiff, when he chose not to pursue the claim against his sister, thus damaging the estate and the plaintiff, its sole beneficiary.
39. Such intentional and fraudulent conduct constituted a violation of defendant John R. Houston III duties as a fiduciary of the estate pursuant to *N.J.S.A. 3*.
40. As a proximate result of the executor defendant's intentional violations of his fiduciary duties, the plaintiff, by receiving encumbered property by way of testamentary disposition through the estate of John R. Houston, has suffered damages in excess of \$1 million dollars.

41. Had the executor defendant exercised proper care, skill and had not engaged in the clear conflict of interest he did by helping his sister Whitney Houston avoid having to pay the excess proceeds of the insurance policy pursuant to the agreement between her and her father, the property would have passed to the plaintiff free and clear of any liens and the estate would have benefited from the excess proceeds of the insurance policy.

Therefore, the plaintiff demands judgment against defendant John R. Houston III, under this Count for compensatory damages; for damages permitted under *N.J.S.A. 3B*, for punitive damages and for any such other relief as the Court deems fair and just.

COUNT THREE

NEGLIGENT ADVICE TO CLIENT – PROFESSIONAL NEGLIGENCE

42. Plaintiff repeats the allegations of Paragraphs 1 to 41 of the Complaint as if more fully set forth.
43. Defendant law firm of West and Feinberg, retained by defendant John R. Houston, III, acted as the defendant executor lawyers, via pro hac vice admission, throughout the probate proceedings of the estate of John R. Houston and availed themselves of the benefits and protections of the laws of the State of New Jersey. As such, there is in personam jurisdiction over these defendants.
44. The acts complained hereof by the plaintiff of the defendant attorneys proximately caused the plaintiff monetary damages and thus, she has standing to bring this action against the defendant attorneys.

45. Defendant West and Feinberg was retained by the executor as his attorney at law to represent the executor perform his duties in the probate proceedings and agreed to perform such services.
46. In rendering the legal services pursuant to such representation, the defendant law firm failed to exercise reasonable care and skill and negligently failed to instruct the defendant executor to follow his responsibilities as a fiduciary of the estate and for the benefit of the estate's beneficiaries.
47. In rendering the legal services pursuant to such representation the defendant law firm advised and permitted the executor defendant to engage in conflicts of interest between his responsibilities as fiduciary of the estate and the protection of his sister Whitney Houston who failed to return moneys to the estate that the defendant executor should have pursued for the benefit of the estate.
48. The defendant law firm failed to inquire on behalf of the defendant executor if the estate had additional assets and/or pursued the additional assets of the estate as stated in the agreement between the John R. Houston and his daughter, Whitney Houston.
49. The defendant law firm committed gross negligence when it permitted the defendant executor to transfer the property of the estate with an outstanding mortgage and failed to inquire about payment and discharge of that mortgage.
50. Plaintiff is informed and believes and therefore alleges that had the defendant law firm exercised proper care and skill in performing its legal representation that the plaintiff would not have received an encumbered property when the mortgage should have been discharged of record prior to such transfer.

51. Plaintiff is informed and believes and therefore alleges that had the defendant law firm exercised proper care and skill in advising the defendant executor of the conflict existing between his sister and the beneficiary of the estate and permitting such conflict and inability of the defendant executor to pursue the estate's claim against Whitney Houston, the plaintiff would not have received an encumbered property and would have received the balance of the insurance proceeds as intended by John R. Houston and his daughter Whitney Houston when they entered into their agreement.

52. As a proximate result of the defendant law firm negligence and deviation from the proper standard of care in this matter, the plaintiff was damaged and forced to litigate this matter.

53. In doing the acts alleged in the Complaint, the defendant law firm knew that the defendant executor acted with oppression, fraud and malice and permitted it as attorneys at law of the State of New Jersey and thus, the plaintiff is entitled to exemplary damages.

Therefore, the plaintiff demands judgment against these defendants for compensatory damages, punitive damages, attorneys' fees and costs and for any other relief that this Court may deem reasonable and just.

COUNT FOUR

UNJUST ENRICHMENT

54. Plaintiff repeats all the allegations of Paragraphs 1 to 52 as if fully set forth.

55. By virtue of the Agreement between John R. Houston and Whitney Houston whereby the mortgage would be paid in full with the proceeds of the life

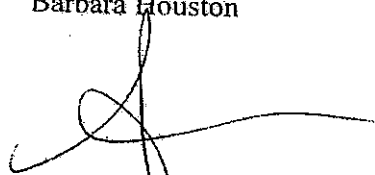
insurance policy naming John R. Houston as insured and Whitney Houston as beneficiary, the mortgage was fully paid and Whitney Houston, without accounting for all payments made under the mortgage by her father during his lifetime and without returning the excess proceeds to the estate of her father as agreed by the parties, has enjoyed the funds from the insurance policy and has failed to discharge the mortgage for her own monetary gain.

56. The agreement made by John R. Houston and his daughter Whitney Houston, was one made with the expectation that Whitney Houston, upon her father death, would respect their agreement, discharge the mortgage and return the excess funds after and accounting to the estate.

57. Plaintiff has demanded a discharge of mortgage and a return of the excess funds from the policy from defendant Whitney Houston and she has refused to comply with plaintiff's requests, and therefore, defendant Whitney Houston has been unjustly enriched.

Therefore, Plaintiff Barbara Houston, demands judgment in her favor and against defendant, Whitney Houston, in a sum found equitable and just, plus interests, attorneys' fees and costs, and such other relief as the Court may deem equitable and just.

GARCIA AND KRICKO
Attorneys for Plaintiff
Barbara Houston



GILBERTO M. GARCIA

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, attorney, GILBERTO M. GARCIA, is designated as trial counsel for the plaintiff, BARBARA HOUSTON, in the above matter.

CERTIFICATION

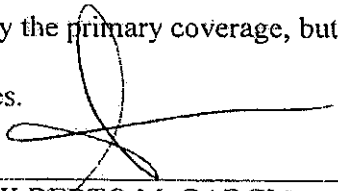
Pursuant to R.4:5-1, it is stated that the matter in controversy is not the subject of any other action or of a pending arbitration proceeding to the best of our knowledge and belief. Also, to the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action.

JURY DEMAND

The plaintiffs, BARBARA HOUSTON, demands a trial by jury on all triable issues of this complaint, pursuant to R.1:8-2(b) and 4:35-1(a).

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R.4:10-2(b), demand is made that defendants disclose to plaintiffs whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall included and cover not only the primary coverage, but also any and all excess, catastrophe, and umbrella policies.



GILBERTO M. GARCIA
ATTORNEY FOR PLAINTIFF

Dated: April 10, 2008