**EXHIBIT A**

**CAUSE NO. 43,647**

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| --- | --- | --- |
| **IN THE MATTER OF** | **§** | **IN THE DISTRICT COURT** |
| **THE MARRIAGE OF** | **§** |  |
|  | **§** |  |
| **ALLISON GELBE-Pinkus** | **§** |
| **AND** | **§** | **510th Judicial District** |
| **mark Pinkus** | **§** |
|  | **§** |  |
| **And in the interest of** | **§** |  |
| **todd pinkus, thomas pinkus,** | **§** |  |
| **and lucy pinkus, children** | **§** | **Denton County, Texas** |

**EXHIBIT A - DECLARATION OF ALLISON GELBE-PINKUS**

“My name is Allison Gelbe-Pinkus, my date of birth is February 1, 1973, and my address is 5400 Hwy 455, Little Elm, Texas 76258, and I declare under penalty of perjury that the following facts contained in this Declaration are within my personal knowledge, and are true and correct.

Executed in Denton County, State of Texas, on the 14th day of February, 2019.”

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 Declarant, Allison Gelbe-Pinkus

1. I married Mark Pinkus (“Mark”) on December 27, 2008. Before our marriage, Mark asked me to sign a premarital agreement to protect our pre-marital assets. The Premarital Agreement was drafted by Mark’s attorney, Cindy V. Tisdale, and I was represented by Saul Goodman.
2. On or about November 15, 2018, I learned from Ellie Natenberg, the wife of one of Mark’s friends, that Mark was married to another woman before marrying me, and that Mark had lied to me about this fact. Upon further investigation, I learned Mark had been married to Katie Custer from May 3, 2005 to August 7, 2005.
3. I hold very strong religious beliefs about marriage and divorce, and prior to becoming engaged to and marrying Mark, I had specifically asked him whether or not he had been previously married. Mark denied having been previously married. In fact, in our Premarital Agreement, he even stipulated to never having been married.
4. Because of my religious convictions, I attached great importance to Mark’s representation of never having been married when I accepted his engagement proposal
5. I have learned that Mark’s misrepresentations were made with the express intention that I would rely and act on them. Mark knew that I would not marry him if was aware of the 2005 marriage and divorce. He admitted this to me on December 12, 2018, the date I confronted Mark about the hidden marriage. Since learning of his fraud, I have not voluntarily cohabited with Mark.

Select one of 7.A.–7.H.

7.A. Underage—Marriage before September 1, 2017
§ 6.102

This ground applies only to marriages entered before September 1, 2017. The marriage of an unemancipated person under eighteen years of age entered on or after that date is void. Tex. Fam. Code
§ 6.205. See form 62-6. Although the statute does not say so, presumably the underage party could sue after coming of age if he had not ratified the marriage by voluntarily cohabiting after age eighteen.

7.B. Under Influence of Alcohol or Narcotics
§ 6.105

7.D. Fraud, Duress, or Force
§ 6.107

1. With regard to the Premarital Agreement, at the time I signed the Agreement, the schedules referenced in the Agreement were not attached. I had not seen the schedules, and they were not attached to the Premarital Agreement.
2. Specifically, Mark and I were initially supposed to sign the Premarital Agreement in the offices of Saul Goodman on November 16, 2008, but due to a last-minute meeting Mark scheduled in San Francisco, the signing date was changed. I learned of Mark’s scheduling conflict on the evening of November 13, 2008, when Mark told me he was traveling to San Francisco on the evening of November 14, 2008. Regardless, Mark insisted that we sign the Premarital Agreement on November 14, 2008.
3. My attorney Saul Goodman was in the middle of a trial on November 14, 2008 and was not available to attend the signing on that date. I scheduled a brief meeting with Mr. Goodman at his office at 7:00 a.m. on November 14, 2008. At the time of the meeting, Mr. Goodman was unclear if the Premarital Agreement was in final form, and he had not yet received from Mark’s attorney Schedules A-D that were referenced within the Premarital Agreement.
4. Initially, Mark and I were supposed to travel together to Cindy Tisdale’s office to sign the Premarital Agreement on November 14, 2008. Due to Mark’s tight schedule, he just asked his lawyer to email him a copy of the Waiver of Financial Disclosure and Premarital Agreement so that he could print it at home for signature. Mark called in a favor, and a friend who was a notary traveled to our house for the execution. Mark presented me with the Waiver of Financial Disclosure and the Premarital Agreement—without the schedules attached. I asked about the schedules referenced in the Premarital Agreement, and Mark erupted, complaining that he was already late to catch his plane to San Francisco. I felt the effects of extreme pressure and duress, and proceeded with signing the Waiver of Financial Disclosure and the signature page to the Premarital Agreement. Mark maintained the originals of all documents that were signed on November 14, 2008.
5. Mark and I had only generally discussed the Premarital Agreement before the time these documents were signed. I understood that the intent for the agreements was just to protect the separate property that each of us had at the time of the marriage.
6. The first time, I saw a “complete” Premarital Agreement, along with schedules A-D, was approximately 90 days following the marriage. On or about March 23, 2009, I received correspondence from Mr. Goodman enclosing an original copy of the executed Waiver of Financial Disclosure and a “complete” Premarital Agreement with the schedules.
7. Attached to this Declaration are the following exhibits, which are true and correct copies, and fully incorporated herein by reference:

Exhibit A -1: Agreed Final Decree of Divorce between Mark Pinkus and Katie Custer, dated August 7, 2005;

Exhibit A-2: Premarital Agreement, in the form I signed on November 14, 2008, without the schedules;

Exhibit A-3: Premarital Agreement, in the form Mark attaches to his Motion for Summary Judgment, with the schedules attached; and

Exhibit A-4: Correspondence from Saul Goodman to me, dated March 23, 2009.

Further Declarant sayeth not.