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RENEE L. MARTIN, JR.
A. Martinez
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IN THE FAMILY DIVISION
IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ANDREW EARL FURER

Case No. 0V04 01560

Plaintiff,

vs.

Dept. No. 5

ELOISA BESADA FURER

Defendant.

COMPLAINT FOR DIVORCE

As and for his complaint for divorce, plaintiff, Andrew Earl Furer, alleges as follows:

1. Plaintiff has been a resident of Washoe County, Nevada, for more than six weeks before commencement of the present action and has the intent to make Nevada his residence for an indefinite period of time.

2. The plaintiff and defendant were married on June 28, 1981, in Los Angeles, California.

1
2 3. There are no minor children the issue of this
3 marriage. The defendant is not pregnant to the best of
4 plaintiff's knowledge.

5 4. The parties are incompatible in marriage.

6 5. On May 5, 2004, the parties entered into a written,
7 notarized Post Nuptial Agreement defining their specific
8 rights and interests in and to their wealth, as well as
9 specifically defining their respective rights in the event of
10 divorce. Both parties were represented by independent counsel
11 in the negotiation and execution of the Post Nuptial
12 Agreement.
13

14 6. The parties' Post Nuptial Agreement, which defines
15 the parties' separate property as well as the community
16 property should be enforced, the parties' respective separate
17 property confirmed to each of them and the parties should be
18 compelled to honor and abide by the terms of the Post Nuptial
19 Agreement.
20

21 7. Neither party is in need of or entitled to receive
22 temporary or permanent spousal support from the other. —

23 8. Defendant has breached the parties' Post Nuptial
24 Agreement and has failed and refused to vacate the real
25 property confirmed to plaintiff as his sole and separate
26 property.
27
28

1 9. Plaintiff has been forced to employ counsel and
2 incur attorneys' fees to prosecute this action. Pursuant to
3 the terms of the Post Nuptial Agreement, if litigation is
4 necessary to enforce the terms of the Post Nuptial Agreement
5 the prevailing party is entitled to recover his or her
6 attorneys' fees and costs from the other.
7

8 10. Defendant has embarked on a course of conduct to
9 harass, intimidate, annoy and cause harm and damage to
10 plaintiff and to persons associated with plaintiff, and as a
11 proximate result of her wrongful conduct plaintiff has
12 suffered substantial harm, including emotional distress.
13

14 11. Defendant has engaged in a course of conduct
15 intentionally designed and intended to cause the plaintiff
16 severe emotional distress. As a direct and proximate result
17 of defendant's wrongful conduct, plaintiff has suffered severe
18 and extreme emotional distress.
19

20 12. On June 30, 2004, plaintiff elected to attempt to
21 move out of the home awarded to him under the terms of the
22 Post Nuptial Agreement in order to avoid a breach of the
23 peace. Plaintiff's counsel contacted defendant's counsel to
24 advise her of plaintiff's intent to obtain possession of
25 certain personal belongings such as his personal lap-top
26 computer and his prescription medication. Defendant
27 threatened plaintiff that if he did not meet her demands with
28

1 respect to modification of the Post Nuptial Agreement, or if.
2 he moved out of his residence she would file domestic violence
3 charges against him. Defendant's counsel similarly advised
4 plaintiff's counsel that if plaintiff attempted to move out of
5 the residence defendant would file domestic violence claims
6 against him and have him arrested. Defendant then followed
7 through with these threats. Defendant's conduct constitutes
8 an abuse of process.
9

10 13. Plaintiff is entitled to the exclusive use and
11 possession of the residence located at 949 Lakeshore Blvd.,
12 Incline Village, Nevada, which was confirmed to him as his
13 sole and separate property pursuant to the terms of the Post
14 Nuptial Agreement.
15

16 WHEREFORE, plaintiff seeks relief as follows:

17 1. That he be granted an absolute decree of divorce,
18 dissolving the bonds of matrimony and restoring him to the
19 status of a single person;
20

21 2. That the terms of the Post Nuptial Agreement be
22 approved, confirmed and adopted by this Court, incorporated in
23 the Decree of Divorce and the parties ordered to abide
24 thereby;

25 3. That plaintiff recover from defendant the damages he
26 has suffered as a result of her wrongful and tortuous conduct.
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4. For such other and further relief as the Court deems just in the premises.

DATED this 15th day of July, 2004.

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