

1 Code 3880  
2 SHAWN B MEADOR, ESQ.  
3 Nevada Bar No. 338  
4 RANDY A. DRAKE, ESQ.  
5 Nevada Bar No. 5287  
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8 6100 Neil Road, Ste. 500  
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12 Fax: (775) 688-3088  
13 Attorneys for Petitioner  
14 Andrew Earl Furer

A. Martinez

11 IN THE FAMILY DIVISION OF  
12  
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
14  
15 IN AND FOR THE COUNTY OF WASHOE

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16 IN THE MATTER OF THE DIVORCE Case No. DV04-01626  
17 OF Dept. No. 5  
18 ANDREW EARL FURER  
19 AND  
20 ELOISA BESADA FURER  
21 JOINT PETITIONERS  
22

23  
24 RESPONSE TO EX PARTE MOTION TO DISMISS JOINT PETITION

25 Petitioner, Andrew Earl Furer, by and through his attorneys, Woodburn and Wedge,  
26 hereby responds to Mrs. Furer's *Ex Parte* Motion to Dismiss Joint Petition. This Response is  
27 based on the attached Memorandum of Points and Authorities, the Affidavit of Randy A.  
28

1 Drake, the papers and pleadings on file herein, and any other evidence that may come before  
2 the Court.  
3

4 DATED this 19<sup>th</sup> day of July, 2004.

5 WOODBURN AND WEDGE

6  
7 By RA-D  
8 Shawn B Meador  
9 Randy A. Drake  
10 Attorneys for Petitioner  
11 Andrew Earl Furer

12 MEMORANDUM OF POINTS AND AUTHORITIES

13 I. LEGAL DISCUSSION

14 Mrs. Furer's *Ex Parte* Motion to Dismiss Joint Petition is just the latest in her reversal  
15 of courses that is designed to punish Mr. Furer for his decision to end this marriage. In so  
16 doing, Mrs. Furer and her counsel are attempting to paint Mr. Furer and his counsel as "frauds"  
17 and are misleading this Court as to the true and relevant facts that preceded and followed the  
18 filing of the Joint Petition For Summary Divorce.

19 The Court should initially recognize the events and proceedings that took place prior to  
20 the filing of the *Ex Parte* Motion. The parties executed a Postnuptial Agreement on May 5,  
21 2004, effectively dividing their property and defining their marital relationship in anticipation  
22 of a possible divorce. Mrs. Furer failed and refused to follow the terms of the Postnuptial  
23 Agreement, and Mr. Furer decided to pursue a final dissolution of the marriage. Accordingly,  
24 the parties negotiated a Marital Settlement Agreement, with the intention of filing a Joint  
25 Petition For Divorce. Sandra A. Unsworth represented Mrs. Furer during the negotiation and  
26 execution of the Postnuptial Agreement, and during the negotiation of the Marital Settlement  
27  
28

*when*  
*because he got very angry for*  
*order to file*  
*we were still in negotiation on the MSA which was almost final*  
*on June 29*

1 Agreement. It should be noted that the Marital Settlement Agreement provides Mrs. Furer  
2 with significantly more assets than the Postnuptial Agreement.  
3

4 Mrs. Furer suddenly reversed courses when the parties were set to execute the Marital  
5 Settlement Agreement. Mrs. Furer refused to execute the Marital Settlement Agreement.  
6 Therefore Mr. Furer filed a Complaint For Divorce on July 2, 2004, wherein Mr. Furer sought  
7 to enforce the terms and conditions of the Postnuptial Agreement. The case was assigned to  
8 this Court, Case Number DV04-01560. Mrs. Furer then reversed courses again. Immediately  
9 upon filing the Complaint For Divorce, Mrs. Furer's former counsel, Sandra A. Unsworth,

10 contacted Mr. Furer's counsel and indicated that Mrs. Furer was now ready to sign the Marital  
11 Settlement Agreement. Mrs. Furer executed the Marital Settlement Agreement in front of a  
12 notary public on the evening of July 2, 2004, several hours after Mr. Furer filed his Complaint

13 For Divorce, and his Ex Parte Motion For Exclusive Possession of the Marital Residence. A  
14 true and correct copy of the ~~Marital Settlement Agreement~~ executed by Mrs. Furer is attached  
15 her ~~\_\_\_\_\_~~  
16

17 Mrs. Furer pulled her next reversal on ~~July 6, 2004. Attached hereto as Exhibit "B"~~ is a  
18 letter from Sandra A. Unsworth, dated July 6, 2004, wherein Mrs. Furer demanded that the  
19 Complaint For Divorce be withdrawn and dismissed, "with the matter to be re-submitted  
20 pursuant to a Joint Petition For Divorce showing that it is the parties mutual desire to resolve  
21 this matter." Mr. Furer reluctantly agreed with this proposal, despite Mrs. Furer's repeated  
22 failure to abide by the parties' various agreements.  
23

24 For whatever reason, Mrs. Furer then fired Ms. Unsworth and retained Ms. Mahan as  
25 her counsel of record. Interestingly, Mrs. Furer did not indicate any formal intention of not  
26

27 <sup>1</sup> Also during the negotiation of the Marital Settlement Agreement, Mrs. Furer claimed to be consulting with a  
28 lawyer in Florida.

1 going through with a Joint Petition For Divorce at that time. In fact, on July 8, 2004, Ms.  
2 Mahan sent a letter to Mr. Furer's counsel, attaching the executed Joint Petition For Summary  
3 Divorce and Marital Settlement Agreement, which Mrs. Furer re-executed on July 8, 2004.  
4 ~~Attached hereto as Exhibit "C" is a true and correct copy of the letter from Ms. Mahan, dated~~  
5 ~~July 8, 2004. The Court will recognize that Mr. Furer agreed to the dismissal of the Complaint~~  
6 ~~For Divorce in exchange for the submission of a Joint Petition For Divorce.~~  
7

8 Mr. Furer executed the Joint Petition For Summary Divorce, and the Marital Settlement  
9 Agreement on Friday, July 9, 2004. Clearly, from the contents of Ms. Mahan's letter dated  
10 July 8, 2004, Mrs. Furer had insisted that the parties obtain the decree of divorce by way of a  
11 joint petition. Accordingly, Mr. Furer's counsel filed the fully executed Joint Petition For  
12 Summary Divorce, together with the fully executed Marital Settlement Agreement, on July 12,  
13 2004.  
14

15 Mrs. Furer's *Ex Parte* Motion falsely claims that the filing of the Joint Petition For  
16 Summary Divorce somehow "perpetrated a fraud upon the Court and upon Mrs. Furer." That  
17 statement is not only disingenuous, but plainly misrepresents the relevant facts and  
18 circumstances. While it is true that Ms. Mahan's office sent the facsimile cover sheet to Mr.  
19 Furer's counsel on the morning of July 12, 2004, setting forth an alleged arrangement between  
20 counsel, Ms. Mahan conveniently failed to discuss the telephone conversation that she had with  
21 Mr. Furer's counsel after Mr. Drake sent his letter in response to the facsimile. Ms. Mahan  
22 called Mr. Drake and inquired as to the content of his letter. ~~See, Affidavit of Randy A. Drake,~~  
23 ~~attached hereto as Exhibit "D".~~ Mr. Drake informed Ms. Mahan that Mr. Furer had not agreed  
24 that the "joint petition is on hold", as stated in the facsimile. *Id.*, paragraph 5. Ms. Mahan then  
25 represented to Mr. Drake that she was not at her office, had not drafted the message in the  
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1 facsimile, and that she understood that the parties had not made such an agreement. *Id.*,  
2 paragraph 6.

3  
4 Mrs. Furer's Ex Parte Motion then refers to an attached letter sent to Mr. Furer's  
5 counsel on July 12, 2004, indicating that the letter is "formal notification that unless the  
6 Addendum [to the Marital Settlement Agreement] is executed by Mr. Furer and attached to the  
7 MSA before the Joint Petition is filed, my client will no longer agree to file the Joint Petition as  
8 is." This letter was not sent by facsimile to Mr. Furer's counsel. Rather, it was sent by hand  
9 delivery with the proposed Addendum, received by Mr. Furer's counsel on July 13, 2004.

10  
11 Based on the executed Joint Petition For Divorce, the executed Marital Settlement  
12 Agreement, and the agreement reached between the parties, as set forth in Ms. Mahan's letter  
13 dated July 8, 2004, Mr. Furer submitted the Joint Petition For Summary Divorce on July 12,  
14 2004. Mrs. Furer's *Ex Parte* Motion is just another of her reversals designed to prolong these  
15 proceedings and to harass Mr. Furer. Mrs. Furer's *Ex Parte* Motion should be denied in full.  
16 However, if the Court grants the relief sought in the *Ex Parte* Motion, then the Complaint For  
17 Divorce, filed in Case Number DV04-01560, should not be dismissed and should proceed.  
18 Mrs. Furer cannot have it both ways! Mr. Furer is happy to pursue the contested divorce  
19 proceeding, which seeks to enforce the Postnuptial Agreement, if Mrs. Furer now wishes to  
20 abandon the Marital Settlement Agreement and Joint Petition For Summary Divorce.

21  
22 II. ATTORNEY'S FEES

23 Mrs. Furer is doing everything possible to force Mr. Furer to jump through every hoop  
24 imaginable in his pursuit of an amicable resolution to this divorce. As explained above, she has  
25 repeatedly failed and refused to follow the parties' agreements, forcing Mr. Furer to expend  
26 extensive time and money in the enforcement of such agreements.  
27  
28

1 Mrs. Furer's latest attempt to prolong this divorce has no basis in law or fact. It is time  
2 for Mrs. Furer to be responsible for her unreasonable requests and demands. Accordingly, Mr.  
3 Furer requests an award of attorney's fees in the amount of \$2,500 incurred in responding to  
4 Mrs. Furer's *Ex Parte* Motion.  
5

6 III. CONCLUSION

7 Based on the foregoing discussion, Mr. Furer requests that the Court deny the relief  
8 sought in Mrs. Furer's *Ex Parte* Motion, and enter the Findings of Fact, Conclusions of Law,  
9 and Decree of Divorce. Alternatively, Mr. Furer requests that the Court enter an order denying  
10 the Stipulation and Order to Dismiss the Complaint, filed in Case Number DV04-01560, and  
11 allow Mr. Furer to proceed with the divorce in that action. Finally, Mr. Furer requests an  
12 award of reasonable attorney's fees and costs in the amount of \$2,500.  
13

14 DATED this 19<sup>th</sup> day of July, 2004.

15 WOODBURN AND WEDGE

16  
17 By Shawn B Meador  
18 Randy A. Drake  
19 Attorneys for Petitioner  
20 Andrew Earl Furer  
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CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 19 day of July, 2004, I caused the foregoing document to be delivered to all parties to this action by:

placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

personal delivery

facsimile

Federal Express or other overnight delivery

Reno/Carson Messenger Service

addressed as follows:

Bonnie G. Mahan, Esq.  
421 Court Street  
Reno, Nevada 89501

Denise Pericari

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement is entered this \_\_\_ day of \_\_\_, 2004, by and between ANDREW EARL FURER (hereafter "ANDREW") and ELOISA BESADA FURER (hereafter "ELOISA").

As the basis for this Marital Settlement Agreement, ANDREW and ELOISA recite as follows:

A. ANDREW and ELOISA entered into a written and notarized Post Nuptial Agreement on May 5, 2004, a true and correct copy of which is attached as Exhibit "A" hereto and incorporated herein by reference. ANDREW was represented by Shawn B Meador in the negotiation, preparation and execution of the Post Nuptial Agreement and ELOISA was represented by Sandra Unsworth in the negotiation, preparation and execution of the Post Nuptial Agreement.

B. The Post Nuptial Agreement outlines the rights, benefits and obligations of the parties while they remain married and in the event either party seeks a divorce or legal separation.

C. ANDREW and ELOISA have determined that, notwithstanding the Post Nuptial Agreement which was designed and intended to give them the opportunity to reconcile their marriage, that a full, happy and successful reconciliation is not possible, and therefore, have decided to obtain a divorce by way of an uncontested joint petition for summary divorce. The Parties will cooperate with one another to obtain a decree of divorce by way of a joint petition which incorporates with modifications set forth herein the terms of the Post Nuptial Agreement.

*The opportunity to reconcile our marriage was not possible for the reason that AGS took 24 hours of the signing of the Post Nuptial Mr. Furer was in the telephone for 3 hours with a woman who he invited to stay with him in the marital residence for 5 days while Mrs. Furer was in Las Vegas. Mr. Furer bought this woman a round trip ticket changed to our credit card. MR. Furer again invited another WOMAN TO STAY IN THE MARITAL RESIDENCE FOR ANOTHER FIVE DAY*

EXHIBIT A

*First Woman - stayed in our residence - May 9 to May 13  
Second Woman - stayed in our house - May 21 to May 26*

D. The Parties will cooperate with one another to make the modifications to the Post Nuptial Agreement in order to permit the divorce to be obtained quickly, inexpensively and with as little acrimony as possible.

Now therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ANDREW and ELOISA agree as follows:

1. Recitals.

The Recitals noted above are incorporated herein by reference as though set forth in full.

2. Restate and Reaffirm the Post Nuptial Agreement.

ANDREW and ELOISA restate and reaffirm the May 5, 2004, Post Nuptial Agreement in its entirety and agree to be bound by its terms and to have a decree of divorce entered which is consistent with and incorporates the terms of the Post Nuptial Agreement with the specific modifications noted below.

3. Eloisa's Separate Property.

a) ANDREW'S obligation to pay ELOISA the additional sum of \$1 million within one year of the date of the agreement, pursuant to paragraph IV.C.1 of the Post Nuptial Agreement, shall be eliminated in its entirety.

b) In addition to her one half of the Community Property Washington Mutual stock, pursuant to paragraph IV.J.1 of the Post Nuptial Agreement, ANDREW shall transfer to ELOISA 245,000 shares of Washington Mutual stock from his separate property estate. In summary, ELOISA shall receive 325,000 shares of the Community Property Washington Mutual Stock and will also receive 245,000 shares from

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ANDREW'S separate Washington Mutual Stock for a total of 570,000 shares of Washington Mutual Stock. ANDREW shall receive his half of the Community Property Washington Mutual Stock as well as the balance of his separate property Washington Mutual Stock.

c) The "Minimum Guaranty" set forth in the various paragraphs contained in section IV.I. of the Post Nuptial Agreement shall be eliminated in its entirety.

d) ANDREW and ELOISA shall cooperate with one another and do all things reasonable and necessary to complete the transfers of property called for in the Post Nuptial Agreement as modified by this Marital Settlement Agreement. Among other things, ANDREW and ELOISA shall execute a notarized document which reflects the transfer of the properties in Paris and Manila to ELOISA.

e) ELOISA shall be permitted to continue residing in the residence located at 949 Lakeshore Drive, Incline Village, Nevada until July 31, 2004. ELOISA shall vacate the residence and remove her personal property and belongings from the residence on or before July 31, 2004. ELOISA acknowledges that ANDREW will make other housing arrangements for the month of July and will not be residing at the Lakeshore Drive Residence while ELOISA continues to reside there.

f) In addition to the personal property confirmed to ELOISA pursuant to paragraph IV.C.8 of the Post Nuptial Agreement, ELOISA shall be entitled to have confirmed to her the following personal property:

1. The complete French dining room set consisting of nine (9) pieces;
2. Four (4) large Persian rugs, currently located in the living room, the dining room, by the fireplace and in front of the Alter Table;

*2/3/04*

3. The Henredon living room set including two (2) sofas, a coffee table and a sofa table;
4. Three (3) antique French accent chairs;
5. Two (2) reproduction accent chairs;
6. The Altar Table, with mirror above it;
7. The exercise machine;
8. The mahjong table;
9. The slot machine;
10. Two (2) Chinese screens in guest room;
11. Chinese carved trunk;
12. Two (2) oriental planters by main door;
13. All oriental reference books and collection of oriental books;
14. All mother of pearl items, to include trunks, boxes, MOP polished shells, tortoise box and all natural stone collection boxes;
15. All Moser crystal, to include, decanters, wine glasses, goblets; the silver servers, the porcelain tea, coffee and chocolates set (contents of cabinet in Eat in Kitchen);
16. Pictures and picture frames (Mr. Furer will select the ones he wants and Mrs. Furer will be awarded the remainder);
17. All items in master bedroom save and except all electronics and dresser with mirror that matches Alex's bedroom set;

4. Eloisa's Health Insurance

Andrew's obligation to provide medical insurance and to pay uninsured medical expenses for ELOISA, as set forth in paragraph IV.N of the Post Nuptial Agreement, shall be eliminated in their entirety. Provided, however, that to the extent permitted by the insurer, ELOISA may remain on ANDREW'S policy and she shall reimburse

*ABF*

ANDREW the cost of the monthly premium associated with her being on the policy. If the insurer does not permit her to remain on ANDREW'S policy it shall be ELOISA'S obligation to obtain her own policy.

5. Estate Planning

ANDREW and ELOISA acknowledge that their obligation to execute estate planning documents in favor of each other pursuant to paragraph IV.S.1 of the Post Nuptial Agreement is eliminated by virtue of the contemplated divorce proceeding. The parties acknowledge their obligations to execute estate planning documents in favor of their son, as set forth in paragraph IV.S.2 and that such obligation remains unchanged by this Marital Settlement Agreement.

6. Taxes

ANDREW and ELOISA shall each file separate income tax returns for 2004, with each party declaring their respective incomes on such individual returns. ANDREW and ELOISA each hereby agree to file their respective income tax returns (for the year 2004 and beyond) in a manner which is consistent with the provisions of this Marital Settlement Agreement and each shall provide the other with a copy of his/her 2004 income tax return(s) and any amendments thereto within fifteen (15) days of filing the same with the appropriate taxing authority.

Paragraphs IV.K and IV.M of the Post Nuptial Agreement shall be clarified to require ANDREW to pay income taxes on all Washington Mutual dividends received by the parties or either of them prior to July 1, 2004. ELOISA shall pay all income taxes on Washington Mutual dividends she receives on or after July 1, 2004, and ANDREW shall pay all income taxes on Washington Mutual dividends he receives on or after July 1,

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2004, ANDREW shall pay all income taxes on interest or dividends earned in 2004 on financial accounts confirmed to him as his sole and separate property pursuant to the Post Nuptial Agreement and ELOISA shall pay all income taxes on interest and dividends earned in 2004 on financial accounts confirmed to her as her sole and separate property, which are the BPI accounts in Makati City, Philippines, the BNP accounts in Paris, France, the Bank of America account in Incline Village, Nevada, and the UBS accounts in Gstaad, Switzerland, as more specifically spelled out in paragraph IV.C.7 of the Post Nuptial Agreement as well as the joint tenants with right of survivorship account with Credit Suisse First Boston (in which the initial \$3 million was deposited) and any successor account.

ANDREW shall be entitled to claim the mortgage interest and real property tax deductions on the residence located at 949 Lakeshore Blvd., Incline Village, Nevada. ELOISA shall be entitled to claim the mortgage interest and real property tax deductions on her new residence in Las Vegas as well as any tax benefits that flow from ownership of the Paris and Manila condominiums.

Because ANDREW is paying the parties' dependent son's expenses, he shall be entitled to claim Alexander as a dependent on his income tax return. ANDREW and ELOISA acknowledge that the parties overpaid their federal income taxes for the year 2003. Such overpayment has been applied as a credit against a portion of the estimated quarterly federal income tax payments paid by ANDREW in the current year. By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that both the 2003 overpayment and the estimated quarterly federal income tax payments paid thus far in 2004 are ANDREW'S sole and separate property and ELOISA hereby

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confirms to ANDREW the benefit of such 2003 overpayment and 2004 estimated quarterly payments for federal income tax purposes.

By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that the following charitable contributions made by ANDREW to The President And Fellows Of Harvard College, in Cambridge, Massachusetts, on the dates indicated were made from ANDREW'S sole and separate assets and ELOISA hereby confirms to ANDREW the benefit of any and all excess charitable contributions for federal income tax purposes resulting from such contributions:

1. December 29, 2003: Fifteen thousand eight hundred fifty-eight (15,858) shares of Washington Mutual common stock, valued at Six Hundred Thirty-One Thousand Sixty-Nine Dollars and Eleven Cents (\$631,069.11), transferred from a Credit Suisse First Boston account held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002;
2. December 29, 2003: Two thousand shares of L-3 Communications Holdings, Inc., common stock, valued at One Hundred One Thousand Seven Hundred Seventy Dollars (\$101,770), transferred from a Credit Suisse First Boston account confirmed by the Post Nuptial Agreement to be ANDREW'S sole and separate property; and
3. February 10, 2004: Six Thousand shares of Washington Mutual common stock, valued at Two Hundred Sixty-Five Thousand Eight Hundred Thirty Dollars (\$265,830), transferred from a Credit Suisse First Boston account held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002;

By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that pursuant to that certain "Purchase Letter Agreement" dated October 31, 2003, by and between Escrow Partners, L.P., a Delaware limited partnership, as "Purchaser", and ANDREW, as "Seller", ANDREW did sell certain "Interests" (as such term is defined in the Purchase Letter Agreement) from his sole and separate property,

*ASF*

resulting in a long-term capital loss of Eight Hundred Fifty-Five Thousand Seven Hundred Eight Dollars (\$855,708). ELOISA hereby confirms to ANDREW the benefit of any and all capital loss carryforwards for federal income tax purposes resulting from such sale.

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that various securities sold in the year 2000 held in ANDREW'S sole name (confirmed by the Post Nuptial Agreement to be ANDREW'S sole and separate property) which resulted in total long-term capital losses of Thirty Six Thousand Five Hundred Twenty Dollars (\$36,520), were ANDREW'S sole and separate assets. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sales.

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that a limited partnership interest in "Carl SFC, LP" sold by ANDREW in the year 2000 from a Credit Suisse First Boston account held in ANDREW'S sole name and which resulted in a long-term capital loss of Eighty-Seven Thousand Five Hundred Ninety-Six Dollars (\$87,596) was ANDREW'S sole and separate asset. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sale.

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that a limited partnership interest in "Brazos Fort Associates, LP" sold by ANDREW in the year 2003, held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002, which resulted in a total long-term capital loss of Forty-Three Thousand Six Hundred Ten Dollars (\$43,610), was ANDREW'S

*EL*

sole and separate asset. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sale.

Paragraph VI.J of the Post Nuptial Agreement shall be modified to specifically provide that ANDREW shall retain any and all benefit for federal income tax purposes relating to the aforementioned excess charitable contributions and capital loss carryforwards.

7. No Harassment or Interference

ANDREW agrees that he will not harass, assault, threaten or intimidate ELOISA either directly or indirectly. ELOISA agrees that she will not harass, assault, threaten or intimidate ANDREW either directly or indirectly.

8. Dismissal of TPO

Within 24 hours of the execution of this Agreement by both parties, ELOISA shall take all steps reasonable and necessary to withdraw her TPO application and cause the TPO, which was entered on June 30, 2004, to be dismissed.

9. Indemnity Clause

Except as specifically set forth herein, to the extent ANDREW has entered into any contract, express or implied, on which ELOISA may be held liable, or has engaged in any conduct which results in tort liability against her, ANDREW will save and indemnify and hold her harmless from all such costs and liabilities, including any legal fees and costs incurred by ELOISA in connection with the liability.

Except as specifically set forth herein, to the extent ELOISA has entered into any contract, express or implied, on which ANDREW may be held liable, or has engaged in any conduct which results in tort liability against him, ELOISA will save and indemnify

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and hold him harmless from all such costs and liabilities, including any legal fees and costs incurred by ELOISA in connection with the liability.

10. Waiver of All Claims

*Delete — I would like to omit him for cruelty*

Except as specifically set forth herein, ANDREW waives any and all claims, whether in contract, tort or otherwise that he may have against ELOISA.

Except as specifically set forth herein, ELOISA waives any and all claims, whether in contract, tort or otherwise that she may have against ANDREW.

11. Alexander's Graduation and Wedding

ANDREW and ELOISA mutually agree that if both are still alive at the time of their son Alexander's graduation from Harvard and at the time of his wedding, that ANDREW and ELOISA may attend such events and that neither will take any third person to such events with them.

12. Civil Compromise of Criminal Claim

*I would like to pursue the misdemeanor charge if I can while divorce is pending*

This Agreement shall constitute a Civil Compromise pursuant to NRS § 178.564 through § 178.568 of the misdemeanor charge(s) that it is anticipated will be filed against ANDREW arising out of the events of June 30, 2004. ELOISA agrees to cooperate with ANDREW such that the misdemeanor charge is not filed, or is dismissed with prejudice by the Washoe County District Attorneys Office, with the approval of the appropriate Court pursuant to NRS § 178.566.

13. Remaining Terms

The remaining terms and conditions set forth in the Post Nuptial Agreement, that are not inconsistent with or specifically modified by this Marital Settlement Agreement shall remain unchanged and shall be binding on the parties.

*9/24*

14. Incorporation in Decree of Divorce

The parties agree to file a Joint Petition for Summary Divorce in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and further agree that this Marital Settlement Agreement, which incorporates the parties Post Nuptial Agreement, as modified herein, shall be incorporated but not merged in the Decree of Divorce.

15. Entire Agreement

This Marital Settlement Agreement, which incorporates the parties' Post Nuptial Agreement as modified herein, represents the entire agreement between the parties. ANDREW and ELOISA expressly represent and warrant that no statements, promises, guaranties or representations, other than those specifically set forth herein, were made by either party or any person on behalf of either party nor were any such statements, promises, guaranties, or representations other than those set forth herein relied upon by either party in entering into this Marital Settlement Agreement.

16. Attorneys' Fees

ANDREW and ELOISA shall each pay their own respective attorney's fees and costs incurred in connection with the negotiation and preparation of this Marital Settlement Agreement. In the event of litigation arising out of the terms, conditions or performance of this Marital Settlement Agreement, the prevailing party shall be entitled to recover his or her costs of suit, including reasonable attorneys' fees.

17. Agreement Executed Without Coercion

ANDREW and ELOISA each represent and warrant that each of them is entering into this Marital Settlement Agreement of his or her own free will and volition, and

*[Handwritten signature]*

acknowledge that no coercion, force, pressure, or undue influence of any kind has been exerted by either party or any person on behalf of either party in connection herewith.

18. Representation by Counsel

ANDREW has been represented by Shawn B Meador in connection herewith and ELOISA has been represented by Sandra A. Unsworth.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

DATED July 8, 2004

*Eloisa B. Furer*  
ELOISA B. FURER

DATED \_\_\_\_\_

\_\_\_\_\_  
ANDREW E. FURER

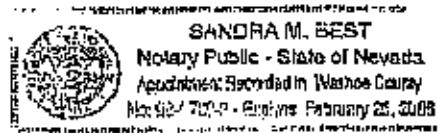
*EBF*

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On the 2nd day of July, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Eloisa B. Furer known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Sandra M. Best  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On the \_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew E. Furer known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

WOODBURN AND WEDGE  
6100 Neil Road, Suite 500  
Post Office Box 2311  
Reno, Nevada 89505

SANDRA A. UNSWORTH  
202 California Avenue  
Reno, Nevada 89509

By \_\_\_\_\_  
Shawn B Meador  
Attorneys for Andrew Earl Furer

By \_\_\_\_\_  
Sandra A. Unsworth  
Attorneys Eloisa Besada Furer

JUL 07 2004

**SANDRA A. UNSWORTH**

ATTORNEY AT LAW  
202 California Avenue  
Reno, Nevada 89509

Telephone (775) 324-1550  
Facsimile (775) 324-3512

6 July 2004

**By Facsimile and United States Mail**

Shawn B Meador  
c/o Randy Drake  
Woodburn and Wedge  
Post Office Box 2311  
Reno, Nevada 89505

**Re: Furer Dissolution**

Dear Shawn:

Please find attached the Marital Settlement Agreement. Mrs. Furer's execution of said agreement is contingent upon the withdrawal and dismissal of the contested divorce action filed on Friday, July 2, 2004 in Case number DV04-01560 in Department 5 of the Family Division of the Second Judicial District Court, with the matter to be re-submitted pursuant to a Joint Petition for Divorce showing that it is the parties mutual desire to resolve this matter. As soon as proof of said withdrawal is provided, the Marital Settlement Agreement will be available for Mr. Furer to execute.

Sincerely,

*Dictated - not read  
- SMB*

Sandra A. Unsworth

SAU:smb

cc - Mrs. Furer

EXHIBIT B