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RENNETT, J. M. JR.

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ANDREW EARL FURER

IN THE FAMILY DIVISION

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

IN THE MATTER OF THE DIVORCE Case No. DV04-01626

OF Dept. No. 5

ANDREW EARL FURER

AND

ELOISA BESADA FURER

JOINT PETITIONERS.

CONTESTED COMPLAINT FOR DIVORCE

As and for his contested 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.

1 2. The plaintiff and defendant, ELOISA BESADA FURER
2 were married on June 28, 1981, in Los Angeles, California.
3

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

7 4. The parties are incompatible in marriage.

8 5. On May 5, 2004, the parties entered into a written,
9 notarized Post Nuptial Agreement defining their specific
10 rights and interests in and to their wealth, as well as
11 specifically defining their respective rights and obligations
12 in the event of divorce. Both parties were represented by
13 independent counsel in the negotiation and execution of the
14 Post Nuptial Agreement.
15

16 6. On July 9, 2004, the parties entered into a written
17 Marital Settlement Agreement. The Marital Settlement
18 Agreement restated and reaffirmed the Post Nuptial Agreement
19 with certain modifications Mrs. Furer demanded. The
20 defendant, Eloisa Furer, has repudiated, revoked and rescinded
21 the Marital Settlement Agreement and has engaged in conduct in
22 material breach of the Marital Settlement Agreement. As a
23 result of her conduct, the Marital Settlement Agreement is
24 rescinded and of no force and effect. ←
25

26 7. Subsequent to the date on which Mrs. Furer
27 repudiated, revoked and rescinded the parties' Marital
28

How can I not be entitled to spousal support when Mr. Fuller has the entire account of our money even the joint 18 Billion New

1 Settlement Agreement, she took actions in reliance upon and to
2 take advantage of the terms and benefits of the parties' May
3 5, 2004, Post Nuptial Agreement, thus once again reaffirming
4 the validity of the Post Nuptial Agreement.
5

6 8. The parties' May 5, 2004, Post Nuptial Agreement,
7 which defines the parties' separate property as well as the
8 community property should be enforced, the parties' respective
9 separate property confirmed to each of them and the parties
10 should be compelled to honor and abide by the terms of the
11 Post Nuptial Agreement.
12

13 9. Neither party is in need of or entitled to receive
14 temporary or permanent spousal support from the other. Both
15 parties have waived their right to receive alimony or spousal
16 support from the other under the terms of their Post Nuptial
17 Agreement.
18

19 10. Plaintiff has been forced to employ counsel and
20 incur attorneys' fees to prosecute this action. Pursuant to
21 the terms of the Post Nuptial Agreement, if litigation is
22 necessary to enforce the terms of the Post Nuptial Agreement
23 the prevailing party is entitled to recover his or her
24 attorneys' fees and costs from the other.
25

26 11. Defendant has embarked on a course of conduct to
27 harass, intimidate, annoy and cause harm and damage to
28 plaintiff and to persons associated with plaintiff, and as a

1 proximate result of her wrongful conduct plaintiff has
2 suffered substantial harm, including emotional distress.

3
4 12. Defendant has engaged in a course of conduct
5 intentionally designed and intended to cause the plaintiff
6 severe emotional distress. As a direct and proximate result
7 of defendant's wrongful conduct, plaintiff has suffered severe
8 and extreme emotional distress.

9
10 13. On June 30, 2004, plaintiff elected to attempt to
11 move out of the Incline Village residence awarded to him under
12 the terms of the Post Nuptial Agreement in order to avoid a
13 breach of the peace. Plaintiff's counsel contacted
14 defendant's counsel to advise her of plaintiff's intent to
15 obtain possession of certain personal belongings such as his
16 personal lap-top computer and his prescription medication.
17 Defendant threatened plaintiff that if he did not meet her
18 demands with respect to modification of the Post Nuptial
19 Agreement, or if he attempted to move out of his residence she
20 would file domestic violence charges against him. Defendant's
21 then counsel similarly advised plaintiff's counsel that if
22 plaintiff attempted to move out of the residence defendant had
23 stated that she would file domestic violence claims against
24 him and have him arrested. Defendant then followed through
25 with these threats. Defendant's conduct constitutes an abuse
26 of process.
27
28

1 14. Plaintiff is entitled to the exclusive use and
2 possession of the residence located at 949 Lakeshore Blvd.,
3 Incline Village, Nevada, which was confirmed to him as his
4 sole and separate property pursuant to the terms of the Post
5 Nuptial Agreement, Mrs. Furer should be Ordered to vacate the
6 residence and execute a deed conveying title to Mr. Furer..
7 Mrs. Furer should further be ordered to pay Mr. Furer the
8 reasonable rental value of his property during the time she
9 wrongfully occupies and refuses to vacate the residence.
10

11 WHEREFORE, plaintiff seeks relief as follows:
12

13 1. That he be granted an absolute decree of divorce,
14 dissolving the bonds of matrimony and restoring him to the
15 status of a single person;

16 2. That the terms of the Post Nuptial Agreement be
17 approved, confirmed and adopted by this Court, incorporated in
18 the Decree of Divorce and the parties ordered to abide
19 thereby;
20

21 3. That plaintiff recover from defendant the damages he
22 has suffered as a result of her wrongful and tortuous conduct,
23 including the fair rental value of his Incline home;

24 4. That defendant be required to pay plaintiff's
25 attorneys' fees and costs; and

26 5. For such other and further relief as the Court deems
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just in the premises.

DATED this 5th day of Aug, 2004.

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By Shawn B Meador
Shawn B Meador
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