

CLIENT'S COPY

8/20/04

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Attorney for Eloisa Besada Furer

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BY: J. ARBEE

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IN THE FAMILY DIVISION OF  
THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

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IN THE MATTER OF THE DIVORCE,  
OF  
ANDREW EARL FURER  
AND  
ELOISA BESADA FURER,  
Joint Petitioners.

Case No. DV004-01732  
Dept. No. 5

ANSWER TO CONTESTED COMPLAINT FOR DIVORCE AND COUNTERCLAIM

COMES NOW, Joint Petitioner, ELOISA BESADA FURER, as and for her answer to Joint Petitioner, ANDREW EARL FURER'S, Contested Complaint for Divorce alleges and avers as follows:

1. Mrs. Furer admits the information contained in paragraph 1. of Mr. Furer's Complaint.
2. Mrs. Furer admits the information contained in paragraph 2. of Mr. Furer's Complaint.

1 3. Mrs. Furer admits the information contained in paragraph 3. of Mr. Furer's  
2 Complaint.

3 4. Mrs. Furer admits the information contained in paragraph 4. of Mr. Furer's  
4 Complaint.

5 5. Mrs. Furer admits the information contained in paragraph 5. of Mr. Furer's  
6 Complaint.

7 6. Mrs. Furer admits the information contained in paragraph 6. of Mr. Furer's Complaint  
8 relating to the parties entering into a written Marital Settlement Agreement and that the Marital  
9 Settlement Agreement restated and reaffirmed the Post Nuptial Agreement with certain  
10 modifications. Mrs. Furer denies the remainder of the information contained in paragraph 6. of  
11 Mr. Furer's Complaint beginning with "...Mrs. Furer demanded."  
12

13 7. Mrs. Furer denies the information contained in paragraph 7. of Mr. Furer's  
14 Complaint .

15 8. Mrs. Furer denies the information contained in paragraph 8. of Mr. Furer's  
16 Complaint .

17 9. Mrs. Furer denies the information contained in paragraph 9. of Mr. Furer's  
18 Complaint.

19 10. Mrs. Furer denies the information contained in paragraph 10. of Mr. Furer's  
20 Complaint.

21 11. Mrs. Furer denies the information contained in paragraph 11. of Mr. Furer's  
22 Complaint.

23 12. Mrs. Furer denies the information contained in paragraph 12. of Mr. Furer's  
24 Complaint.  
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1 13. Mrs. Furer denies the information contained in paragraph 13. of Mr.  
2 Furer's Complaint.

3 14. Mrs. Furer denies the information contained in paragraph 14. of Mr. Furer's  
4 Complaint.

5 **AFFIRMATIVE DEFENSES**

6 Mrs. FURER alleges the following Affirmative Defenses as to all claims for  
7 relief:

8 **FIRST AFFIRMATIVE DEFENSE**

9 Mr. Furer, by his own acts and conduct, has waived his right to assert any  
10 claim.

11 **SECOND AFFIRMATIVE DEFENSE**

12 Mr. Furer, by his own acts and conduct, is estopped from asserting any claims.  
13

14 **THIRD AFFIRMATIVE DEFENSE**

15 Any damages suffered by Mr. Furer herein were caused or contributed by the  
16 actions of Mr. Furer, in comparison to the alleged actions of Mrs. Furer, if any, and  
17 require that Mr. Furer's damages be denied or be diminished in proportion the tortuous  
18 action of Mrs. Furer, if any.  
19

20 **FOURTH AFFIRMATIVE DEFENSE**

21 Mrs. Furer is informed and believes and thereupon alleges that Mr. Furer has  
22 failed to mitigate any losses or damages claimed to have been suffered by him.  
23

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Pursuant to the provisions of Rule 11 of the Nevada Rules of Civil Procedure,  
26 at the time of filing Mrs. Furer's Answer, all possible Affirmative Defenses may not  
27 have been alleged inasmuch as insufficient facts and other relevant information may not  
28

1 have been available after reasonable inquiry and, therefore, Mrs. Furer reserves the right  
2 to amend her Answer to allege additional affirmative defenses if subsequent  
3 investigation warrants the same.

4 COUNTERCLAIM

5 MRS. FURER, alleges and avers as follows:

6  
7 1. Mrs. Furer is a resident of the State of Nevada, and is now, and for a period of more  
8 than six weeks, and preceding the commencement of this action has been a bona fide resident  
9 of the State of Nevada, and has continuously resided, and been actually physically and  
10 corporeally present and domiciled during all of said period in the State of Nevada, and now  
11 resides and is domiciled herein, and has had, and still has the intent to make the State of  
12 Nevada her home, residence and domicile for an indefinite period of time.

13  
14 2. The parties were married to each other on the 28<sup>th</sup> day of June, 1981, in the City of  
15 Los Angeles, State of California, and ever since that time have been husband and wife.

16 3. That there are no minor children of the marriage. The parties have one adult son.  
17 Mrs. Furer is not now pregnant to her knowledge.

18 4. The parties are incompatible in marriage.

19 5. On May 5, 2004, the parties entered into a written and properly executed Post Nuptial  
20 Agreement, which comported to set forth each party's respective rights. The Post Nuptial  
21 Agreement was entered into based upon the express condition that they "shall continue to live  
22 together as man and wife for so long as they mutually desire to do so." Section III. of the Post  
23 Nuptial Agreement. Apparently, Mr. Furer only had the mutual desire to continue to live  
24 together as man and wife until the May 6, 2004, as on May 6, 2004, Mr. Furer began a course  
25 of conduct to obtain a new love interest, wherein he invited two women to come and stay in the  
26 marital residence, while Mrs. Furer traveled to Las Vegas to look for a new home there.  
27  
28

1 6. On July 9, 2004, the parties entered into a written Marital Settlement Agreement.  
2 This agreement modified the terms of the Post Nuptial Agreement to afford Mrs. Furer a  
3 substantially larger portion of the marital estate. After the execution of the Marital Settlement  
4 Agreement, Mrs. Furer discovered financial accounts, which were in Mr. Furer's name and not  
5 contained in either the Post Nuptial Agreement or the Marital Settlement Agreement. Given a  
6 concern over disclosure, Mrs. Furer asked the Court allow her to withdraw the Marital  
7 Settlement Agreement for the Court's approval for investigation and disclosure related to these  
8 three (3) accounts not listed in either the Post Nuptial Agreement or in the Marital Settlement  
9 Agreement.  
10

11 7. Mrs. Furer believes that the Post Nuptial Agreement is unconscionable and should not  
12 be considered by the Court, as the agreement failed to provide Mrs. Furer with an equitable  
13 distribution of the marital estate and as Mr. Furer did not enter into the agreement in an effort  
14 to preserve the parties' marriage.  
15

16 8. The execution of the Marital Settlement Agreement by Mr. Furer, which awarded  
17 Mrs. Furer a substantially greater share of the marital estate, but still not an equal share of the  
18 marital estate, confirms Mr. Furer's knowledge that the Post Nuptial Agreement must not be  
19 ratified by this Court.  
20

21 9. As the Post Nuptial Agreement is unconscionable, the validity the Post Nuptial  
22 Agreement and the Marital Settlement Agreement are matters to be reviewed this Court as a  
23 matter of law. Further, Mrs. Furer executed the document under duress, causing there to be an  
24 issue as to whether the agreement was entered into voluntarily.

25 10. There separate property, community property and jointly owned property of the  
26 parties and the Court should make a fair and equitable distribution of said, separate property,  
27 community property and jointly owned property.  
28

1 11. Mr. Furer has engaged in conduct which culminated with his commission of an  
2 assault and battery upon Mrs. Furer on or about June 30, 2004, in that Mr. Furer kicked Mrs.  
3 Furer in the leg leaving a bruise. Mr. Furer was arrested and charged criminally for his violent  
4 physical actions against Mrs. Furer by the Washoe County District Attorney's Office. As of  
5 result of Mr. Furer's violent and wrongful conduct, Mrs. Furer has suffered substantial harm,  
6 including emotional distress.  
7

8 12. Mr. Furer has embarked on a course of conduct to harass, intimidate, and cause harm  
9 and damage to Mrs. Furer. As a result of Mr. Furer's wrongful conduct, Mrs. Furer has  
10 suffered substantial harm, including emotional distress.

11 13. Mr. Furer has engaged in a course of conduct intentionally designed to cause Mrs.  
12 Furer severe emotional and physical distress. As a direct and proximate result of Mr. Furer's  
13 wrongful conduct, Mrs. Furer has suffered severe and extreme emotional distress.  
14

15 14. Mrs. Furer has been forced to retain counsel and incur attorney's fees and costs to  
16 defend this action. Mr. Furer should be required to pay all such fees and costs.

17 WHEREFORE, Mrs. Furer prays for judgment as follows:

18 1. Granting to Mrs. Furer an absolute Decree of Divorce forever dissolving the bonds of  
19 matrimony now and heretofore existing between her and Mr. Furer, and restoring Mrs. Furer to  
20 the status of an unmarried person.  
21

22 2. Ruling that the Post Nuptial Agreement was unconscionable and entered into under  
23 duress by Mrs. Furer and fraudulently by Mr. Furer.

24 3. Dividing the parties' marital estate in a fair and equitable fashion in accord with the  
25 law of the State of Nevada.

26 4. Allowing Mrs. Furer to recover her attorney's fees and costs associated with  
27 defending this action.  
28

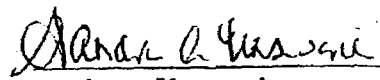
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5. A recovery of damages from Mr. Furer related to his wrongful and tortuous conduct in committing an act of domestic violence against Mrs. Furer.

6. A recovery of damages from Mr. Furer related to his wrongful and tortuous conduct, to include Mr. Furer's harassment, intimidation and intention infliction of emotional distress.

7. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 20<sup>th</sup> day of August, 2004.

  
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Sandra A. Unsworth  
Attorney for Eloisa Besada Furer

CERTIFICATE OF SERVICE

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Pursuant to NRC 5(b), I certify that I am an employee of SANDRA A.

UNSWORTH, and that on the date shown below, I

Deposited for mailing in the U.S. mail, with sufficient postage affixed thereto

Sent via Federal Express or other overnight delivery service

Delivered via facsimile machine to fax no.: \_\_\_\_\_

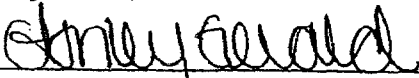
Personally delivered

Caused to be delivered via Reno-Carson Messenger Service

a true and correct copy of the foregoing document addressed to:

Shawn B Meador  
Woodburn and Wedge  
6100 Neil Rd., Suite 500  
Reno, Nevada 89505

DATED: August 20<sup>th</sup>, 2004

  
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ASHLEY GERALD

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VERIFICATION

STATE OF NEVADA        }  
                                  :SS.  
COUNTY OF WASHOE    }

I, ELOISA B. FURER being first duly sworn, deposes and says:

1. I am a Joint Petitioner in the above-entitled action;

2. I have read the foregoing ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM and know the contents thereof;

3. All factual matters set-forth in said ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM are true and correct to the best of my personal knowledge and as to those matters stated upon information and belief, I believe them to be true;

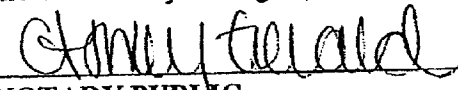
4. I declare, under penalty of perjury, that the assertions contained in this Verification are true and correct.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 20<sup>th</sup> day of August, 2004.

  
\_\_\_\_\_  
ELOISA B. FURER

SUBSCRIBED and SWORN to before  
me this 20<sup>th</sup> day of August, 2004.

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

ASHLEY GERALD  
Notary Public - State of Nevada  
Appointment Number 04-90400-2  
My Appl. Expires July 12, 2008

TRANSMISSION VERIFICATION REPORT

TIME : 03/19/2008 22:00  
NAME : ELOISA FURER  
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TEL : 7022288553  
SER.# : 000E7J787549

DATE, TIME	03/19 21:58
FAX NO./NAME	3853225
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