

*I left home Aug 5/02
this was filed by [unclear] [unclear]
How did I violate
this??*

1 court order. The Court finds that Mr. Furer has made a prima facie case that Ms. Furer has
2 violated both the mutual financial restraining order and the order granting Mr. Furer exclusive
3 use and possession of the Incline Village home. However, the matter will not be set for a
4 hearing at this time. Rather, the issue of contempt will be addressed at the trial of this matter
5 or as part of the ultimate resolution of the matter. The remainder of the relief sought in Mr.
6 Furer's Motion to Hold Ms. Furer in contempt rests on a determination of the validity of the
7 parties' post-nuptial agreement. Therefore, the remainder of the relief sought is denied at this
8 time although the Court reserves jurisdiction to rule on the remaining issues when the validity
9 of the post-nuptial agreement has been adequately addressed.

10 ~~**~~ The relief sought by Ms. Furer in her counterclaim is denied. The parties are free to
11 agree on a time for Ms. Furer to once again enter the Incline Village residence to inventory
12 and move undisputed items of personal property but the Court declines to enter an order
13 requiring same. Ms. Furer has already had the opportunity to enter the home and remove
14 items of personal property yet failed to complete the task. The Court declines to enter an
15 order requiring Mr. Furer to make the home accessible once again. However, the parties are
16 urged to come to an agreement on their own regarding this issue.


17 Mr. Furer's next motion is a request to bifurcate. Specifically, he seeks an order
18 bifurcating discovery and trial and permitting discovery into equitable division of assets only
19 after determining the validity of the parties' post-nuptial agreement and the marital settlement
20 agreement. Ms. Furer agrees that bifurcation is appropriate given her position that the post-
21 nuptial agreement and marital settlement agreements are invalid. She agrees that
22 determination of the validity of the agreements would greatly simplify the matters to be
23 determined at trial. She additionally requests time for discovery and an order for a briefing
24 schedule allowing her to file the opening brief regarding the validity of the agreement, followed
25 by Mr. Furer's brief in opposition, with Ms. Furer allowed to file a final reply brief.

26 Based on the agreement of the parties and judicial economy, the motion to bifurcate
27 is granted. Specifically, the validity of the agreements will be determined prior to the trial
28 scheduled for mid 2005. Each party will have the opportunity to file a brief of no more than

1 twenty-five pages regarding their position on the validity of the agreements. Each party will
2 then be allowed to file a responsive brief of no more than fifteen pages. Opening briefs shall
3 be filed by March 1, 2005. Responsive briefs shall be filed within twenty days of the date the
4 opening brief was served. Upon receipt of the briefs, the Court will make a further order
5 regarding the validity of the agreements and will make a determination whether oral argument
6 will be necessary and appropriate regarding the validity of the agreements. The parties shall
7 complete discovery regarding the validity of the agreements prior to the due date for the
8 opening briefs. Should further discovery be necessary after determination of the validity of the
9 agreements, it will proceed on a regular discovery schedule.

10 **IT IS SO ORDERED.**

11 Dated: January 6, 2005.

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13 _____
14 District Judge

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CERTIFICATE OF SERVICE

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Pursuant To NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 17th day of January, 2005, I deposited for mailing at Reno, Nevada, a true copy of the attached document, addressed to:

Eloisa B. Furer
C/o Tahoe Biltmore Hotel
#5 Highway 28
Crystal Bay, NV 89402

Shawn B. Meador, Esq.
Woodburn and Wedge
P. O. Box 2311
Reno, NV 89505



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YOU ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, hypothecating, concealing or in any way disposing of any property, real or personal, whether community or separate, except in the usual course of business or for the necessities of life without written consent of the parties or the permission of the Court.
2. Cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance coverage, including life, health, automobile, and disability coverage.
3. Cashing, borrowing against, canceling, transferring, disposing of retirement benefits or pension plans for the benefit (of election for benefit) of the parties or the parties' minor children.

DATED this 22 day of July, 2004.

Rebecca Schumacher
DISTRICT JUDGE