

Dear Mr. Meador,

I have been through the past several rounds of correspondence between counsel in this matter and it appears that a settlement offer for the contents of the marital settlement agreement less \$100,000.00 was the last proposal made by your office.

Offered - but offered verbally to me by my husband on Sept 29. I don't think this was formally

Please be made aware that my client formally rejects that offer. However, my client recognizes the need to continue deliberations. For that reason, please find the following settlement proposal:

Ellie will be allowed to enter the Tahoe residence with hired movers and remove all personal items as well as items identified in both the post-nuptial and Marital settlement agreement. Mr. Furer can mark the items to be removed with colored stickers and then video tape the items so that there is no dispute as to which items are to be removed by Mrs. Furer. To minimize the possibility of any confrontation, Mr. Furer will not be present at the house during the packing and moving of the agreed upon items. ^{Mr. Furer}, who was retained at the time of the last attempted move will be present with Mrs. Furer while she is packing to assure that Mrs. Furer does not engage in any behavior other than packing and moving agreed upon items. It is anticipated that the packing and move will take three days but each party acknowledges that it could take a short time longer. Each party will use their best efforts to complete the move as soon as possible.

Mrs. Furer will not be present at all. I would like to see the items.

specially with the present winter. Hopefully Mrs. Furer will not stop the move or no value reason at all.

Mr. Furer shall pay the insurance and taxes on the Paris property for a period of 5 years. -
Mr. Furer will pay for medical insurance for Mrs. Furer until she reaches 65 years of age. -

Mrs. Furer shall take possession of, as her separate property, the property in the Phillipines.

Mrs. Furer shall take possession of, as her separate property, the property in Paris.

Mrs. Furer shall take possession of, as her separate property, the property in Las Vegas. *forced on*

Mrs. Furer shall be entitled to 570,000 shares of Washington Mutual stock. *(her)*

Mrs. Furer shall be entitled to the dividends, since July 30, 2004, paid on 570,000 shares of Washington Mutual stock.

Mr. Furer shall pay to Mrs. Furer the additional sum of Three Million Dollars (\$3,000,000.00).

Mr. Furer shall reimburse the taxes paid by Mrs. Furer in the approximate sum of Sixteen Thousand Dollars (\$16,000.00).

Mr. Furer shall reimburse Mrs. Furer for seven months of the following expenses on the Las Vegas property: a) utilities, b) gardener, c) homeowners association.

Mr. Furer shall reimburse Mrs. Furer's ~~casino~~ *dining, hotels, hotel, clothing and casino* expenses in the approximate sum of One Hundred Thousand Dollars (\$100,000.00). *expenses*

Mr. Furer shall reimburse Mrs. Furer for her attorney fees and costs accumulated during the course of this action.

Mrs. Furer will take all steps reasonably possible to have the criminal charges currently pending against Mr. Furer dropped.

Mrs. Furer shall return all garage door openers and gate openers. *That are locked up in her cars at the INCLINE HOME*

Mrs. Furer shall agree to turn over the Bank of America safe deposit box. *before the return of her property*

Mr. Furer shall keep possession of his automobiles and boat as contemplated by the post-nuptial agreement and the marital settlement agreement.

Mrs. Furer shall keep any other items left to her in the post-nuptial and marital settlement agreement.

All TPO's and restraining orders will be dismissed.

Please contact me with your client's response as soon as possible. I think you will agree that the proposal is certainly economically advantageous to Mr. Furer and is capable of being completed without too much trouble. With both parties desire to have the divorce finalized, I am sure this proposal will be seriously entertained.

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Mrs. Furer will not be moving the items. Mr. Furer will not be present at all.

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James Puzey

From: James Puzey
Sent: Wednesday, February 02, 2005 4:21 PM
To: 'Shawn Meador'
Subject: RE: Furer

Shawn,

Your concerns regarding the parties acting in good faith are valid. To accommodate your request and alleviate my clients parallel concerns, we propose the following: Allow Ellie to pack and remove the items from the Tahoe property as outlined in the settlement proposal faxed to your office on February 2, 2005. Mrs. Furer then will take all steps reasonably necessary to have the criminal charges currently pending against Mr. Furer dropped. Mrs. Furer will return the garage door openers and the gate openers as well as the keys to the Bank of America safe deposit box, less Ellie's jewelry and personal papers when the items and her cars are loaded on the moving truck. Such action will evidence that both parties are acting in good faith and will get us over one of the hurdles in this matter. If your client does not agree to this proposal, I will have no alternative but to file a motion with the court. As you are well aware, this will only further alienate our clients and strain their already tenuous relationship. It will also naturally strengthen my client's resolve to litigate this matter in its entirety. I hope that we can agree on these relatively minor issues. Please let me know---Jim

-----Original Message-----

From: Shawn Meador [mailto:smeador@woodburnandwedge.com]
Sent: Tuesday, February 01, 2005 9:26 AM
To: James Puzey
Subject: Furer

Jim

Mr. Furer is reluctant to agree to, in effect, continue to drag this matter out. However, he is open-minded to discussions about filing briefs later than March 1 and then using hearing dates in May, to extent necessary to have evidentiary hearing on issue of validity of contracts.

In order for him to fully consider whether Mrs. Furer is now acting in good faith (which would encourage him to agree to your proposed stipulation) he would like her to immediately: 1) return gate and garage openers; 2) make arrangements to take possession of her two cars; and 3) give him access to the Bank of America safe deposit box (best would be for her to obtain a box in her name and put her jewelry in her box, leaving rest of the contents in Andy's box).

Please let me know your thoughts.

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The cars contained the photos and other personal property. Property held hostage since Sept. 14, 2005

This is a false statement -

- 1) The garage openers that I have are in the 2 cars in the garage*
- 2) Plaintiff has his own key to the Bank of American Safe deposit box.*