

James Puzey

From: Shawn Meador [smeador@woodburnandwedge.com]
Sent: Wednesday, February 16, 2005 2:18 PM
To: James Puzey
Subject: RE: civil compromise

the residence rather than the home as it is now written in revised version?

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

From: James Puzey [mailto:JPuzey@kkbr.com]
Sent: Wednesday, February 16, 2005 2:20 PM
To: Shawn Meador
Subject: RE: civil compromise

How about "the residence"? Jim

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

From: Shawn Meador [mailto:smeador@woodburnandwedge.com]
Sent: Wed Feb 16 07:57:31 2005
To: James Puzey
Subject: RE: civil compromise

I can't say it is their home, he is not on contract and not on title and that is just her theory that it was in some way "theirs" there is no evidence to support. Give me some other language. I'll include some generic neither party waiving or releasing claims in divorce.

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

From: James Puzey [mailto:JPuzey@kkbr.com]
Sent: Tuesday, February 15, 2005 5:07 PM
To: Shawn Meador
Subject: RE: civil compromise

Shawn

Rather than her home in Las. Vegas, how about the parties home in Las Vegas? Also nothing in this compromise should be considered an acknowledgement or a waiver of tthe pna or msa. Jim

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

From: Shawn Meador [mailto:smeador@woodburnandwedge.com]
Sent: Tue Feb 15 16:50:03 2005
To: James Puzey
Subject: civil compromise

Jim

It is my understanding that the way it works is that Andy's criminal lawyer files a motion seeking dismissal of charges based on civil compromise. A document entitled Acknowledgment of Civil Compromise is attached as an exhibit. The Acknowledgment sets forth the basic background, ie date of incident and charge, then sets for the consideration and says they all agree. It is signed and notarized.

I am trying to draft the consideration section so that Paul Quade can simply insert it into his form. I have attached a rough first draft of that section for your review. Please let me know your thoughts.

Shawn

<<furer.civil.comp.consideration.doc>>

<<Shawn B Meador.vcf>>

RENO OFFICE

JAMES W. PUZEY
jpuzey@kkbr.com

February 16, 2005

VIA FACSIMILE AND U.S. MAIL

Shawn B. Meador, Esq.775.688.3088
Woodburn and Wedge
6100 Neil Road, Suite 500
Post Office Box 2311
Reno, Nevada 89505

Re: *Furer v. Furer*

Dear Mr. Meador:

I am in receipt of your correspondence dated February 14, 2005, and agree with your proposed modifications and exceptions of the stipulation as follows:

- 1) We agree that Mrs. Furer will not individually contact the persons identified in paragraph number 1 of your modifications.
- 2) We agree that Mrs. Furer was mentally competent at the time she entered into the PNA and MSA.
- 3) Mrs. Furer will be allowed to enter into the Incline Village residence and pack all of her personal items into the moving truck before the criminal proceeding. The moving truck will be taken to the company yard where it will be stored until after the proceeding. Upon successful completion of the criminal proceeding, the truck will then be released to Mrs. Furer.
- 4) Mrs. Furer will turn over the garage and gate openers immediately upon gaining access to the premises.
- 5) Mrs. Furer will have an employee of Bank of America open the safe deposit box and inventory its contents. We will photograph the items in the box so there are no discrepancies.
- 6) Mrs. Furer will load the cars when she loads her other personal items.
- 7) We do not think it fruitful to value the personal property at this time.

Puzey to Meador

2/16/05



I hope these minor changes are acceptable to your client. We need to focus on the larger picture in this matter and get the discovery phase going as soon as possible. I look forward to hearing from you and reviewing your draft stipulation.

Sincerely,

KUMMER KAEMPFER BONNER & RENSCHAW

James W. Puzey
James W. Puzey

JWP/la

cc: client

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SUELLEN FULSTONE
JOHN P. FOWLER
JOHN F. MURTHA
STEPHEN S. KENT
W. CHRIS WICKER
SHAWN B. MEADOR
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WILLIAM K. WOODBURN (1910-1989)
VIRGIL H. WEDGE (1912-2000)
CASEY W. VLAUTIN (1938-2001)

—
OF COUNSEL
JAMES J. HALLEY

February 16, 2005

SENT VIA FACSIMILE

James W. Puzey, Esq.
Kummer Kaempfer Bonner & Renshaw
5250 South Virginia Street #220
Reno, NV 89502-6000

Re: Furer v. Furer

Dear Jim:

I think we are very close to a stipulation on the various interim issues we have been discussing. I will address the issues by reference to the numbered paragraphs in my letter of February 14, 2005, as follows:

1. We are in agreement. I will need to add "business associates" as one of the general categories of persons as I inadvertently omitted it in letter. You will note, however, that there are specific persons listed who are business associates so I really don't view this as a change, just clarification.
2. We are in agreement.
3. If there is time within all of the parties' schedules (Mr. and Mrs. Furer, Mr. Callahan, Pulitz) to get the process started after the parties sign and the court approves the stipulation, we finalize the language and Mrs. Furer signs the civil compromise documents, and prior to the trial on the 25th we can get the process started. I remain doubtful we can pull it all together that quickly but I am awaiting word from you on the availability of Mr. Callahan and Pulitz.
4. We are in agreement that Mrs. Furer will turn the garage and gate openers over to Mr. Callahan to give to Mr. Furer the first day that she arrives to start supervising the packing and that no packing will start before she does so.
5. Mr. Furer does not have a key to the safe deposit box. He was last in the box in June prior to the date when he moved out of the Incline residence. He left the keys to the safe deposit box in the home safe when he moved out. He reminds me that I have titles to at least some if not all of the vehicles. I will certainly produce copies. He

James W. Puzey, Esq.

February 16, 2005

Page 2

believes the house title is in the safety deposit box. We can certainly get a duplicate copy if it is truly missing. He did not remove the marriage license and believes it is still in the safety deposit box. Again, I suppose if necessary we can obtain copies.

Mr. Furer proposes that he and Mr. Callahan go to the safety deposit box and inventory and photograph all items. Mr. Furer would then take his watch and personal papers. He would leave the jewelry and Mrs. Furer's papers. Mr. Furer would retain copies of Alex's papers. Mr. Callahan would keep an inventory/photo of what Mr. Furer removes. Mrs. Furer could then take possession of the jewelry and her papers within a reasonable time and give the key to you to return to me or make arrangements to have the box in her name alone. Mr. Furer does not think that bank personnel will get involved due to potential liability issues, particularly in light of the fact that the bank manager is a witness in the criminal action!

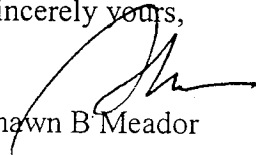
6. We are in agreement. However, I have not heard back from you with respect to when Mrs. Furer will take over responsibility for assuring that her vehicles are properly insured. Please let me know her thoughts in this regard.

7. Mr. Furer would still like to find a way to avoid spending tens of thousands of dollars having the personal property appraised. That is particularly true in light of his agreement not to insist upon unpacking and photographing the items that are already packed in the 20+ boxes that were previously packed. If Mrs. Furer is uncomfortable placing a value on the property now, Mr. Furer proposes that if and when it becomes necessary (ie, if court sets aside their Agreements) that he will state a value, and she will then elect whether she wants the items at that value or wants to put them in Andy's column at that value. Alternatively, he would let her pick the price, and then he could choose whether he wants them in his column at that value or if he'll let her keep them in her column at that value. We are also open-minded to other approaches, so long as we find a way to avoid the need to spend thousands of dollars on appraisals. This really is in her best interests as well as his. I do not understand why she objects to finding some reasonable approach. Your thoughts?

We have agreed that to accommodate my schedule as well as yours, we will use the June 13, 14 and 15 dates to try the issues regarding validity of the agreements, if necessary.

Please let me know if these terms are acceptable and whether you want to take a stab at first draft of the stipulation or if I should.

Sincerely yours,



Shawn B Meador

SBM:jgh
cc: A. Furer

James Puzey

From: Shawn Meador [smeador@woodburnandwedge.com]
Sent: Wednesday, February 16, 2005 7:54 AM
To: James Puzey
Subject: RE: civil compromise

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<<Shawn B Meador.vcf>>

Meador to Puzey
2/16/05

James Puzey

From: Shawn Meador [smeador@woodburnandwedge.com]
Sent: Wednesday, February 16, 2005 8:24 AM
To: James Puzey
Subject: Civil Compromise Language

Attachments: furer.civil.comp.consideration.doc; Shawn B Meador.vcf



furer.civil.comp.con Shawn B
sideration... Meador.vcf (758 B)
 Jim

I have slightly tweaked the civil compromise language in response to your prior email. It now states that she is moving property to home where she intends to reside, without reference to any respective ownership interests, thus not requiring either to admit the other's position regarding ownership. I added a sentence to effect that these interim stips are without prejudice to either parties' claims or positions in divorce litigation.

Please review and let me know if these changes adequately address your concerns. Once we have the compromise consideration nailed down we can start putting together the actual civil compromise documents.

I still anticipate having a written response on overall stipulation to you before 10.

Shawn

<<furer.civil.comp.consideration.doc>>

<<Shawn B Meador.vcf>>

*Meador to Puzey
1/16/05*