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-and

5 BELDING HARRIS & PETRONI, LTD.
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9 Reno, Nevada 89509
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11 Attorneys for Defendant

IN THE FAMILY DIVISION

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

14 ANDREW E. FURER,

15 Plaintiff,

Case No. DV04-01626
16 Dept. No. 11

17 vs.

18 ELOISA BESADA FURER,

19 Defendant.

20 _____ /
21 **STATEMENT OF UNRESOLVED ISSUES**

22 COMES NOW, the Defendant, Eloisa Besada Furer by and through her
23 attorneys, Gloria M. Petroni of the law firm Belding, Harris & Petroni, Ltd., and
24 Daniel Marks, Esq., of the Law Office of Daniel Marks, and hereby submits the
25 following statement regarding unresolved issues:
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FILED

2006 DEC 22 AM 9:25

RONALD A. LONGTIN, JR.

BY _____
DEPUTY

T. Moore

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1. For immediate payment to Defendant for her share of the marital estate pursuant to the Court's Order of November 14, 2006;
2. The Court should order the inventory and division of the personal property of the parties and payment of moving expenses to Defendant;
3. Classification of temporary payments to Defendant;
4. Interest on monies Defendant should have received two years ago pursuant to the Court's Order relating to the validity of the agreements;
5. The Court should Order the filing of joint tax returns during the period between separation and divorce;
6. Dividend payment and interest set up by Mr. Furer as his individual account since October of 2004;
7. Attorney's fees and costs to Defendant for Mr. Furer's violation of Court Orders and the attorney's fees and costs incurred in defending herself against Mr. Furer's attempt to enforce the Pre-Nuptial Agreement and his attempt to enforce the Marital Settlement Agreement after alleging in the Contested Complaint for Divorce filed August 5, 2004, that the Marital Settlement Agreement was "*rescinded and of no force and effect*";
8. Mrs. Furer seeks reimbursement from Plaintiff for various items, including items constituting community waste;
 - A. Reimbursement for the cost of movers relating to personal property due to Mr. Furer's failure to send the property to Mrs. Furer two years ago;

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- B. Reimbursement for expenses Mrs. Furer has incurred to purchase clothing, purses, shoes, coats, undergarments and make-up because of Mr. Furer's failure to ship her personal property;
- C. Reimbursement for medical expense from July of 2004 through December 2006 because Mr. Furer removed Mrs. Furer from the parties' health insurance;
- D. Reimbursement for Medicare Part A and B as well as prescriptions incurred by Mrs. Furer;
- E. Reimbursement for approximately \$17,000.00 which Mr. Furer withdrew from the dollar account at UBS Bank in 2005;
- F. Reimbursement of the diamond earrings that Mr. Furer took from the Incline Village safe deposit box when Mrs. Furer was in Las Vegas;
- G. Reimbursement for the Tumi suitcase which Mr. Furer gave away to one of his significant others, which belonged to Mrs. Furer;
- H. Reimbursement for the amount of approximately \$5,000.00 which Mr. Furer used to purchase sex gadgets;
- I. Reimbursement for the money Mr. Furer spent on renting an apartment and for furniture for Ms. Blain;
- J. Reimbursement for trips with women to New York, Cambridge, Europe, China, Singapore and Thailand, as well as well as

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expenses for clothing, wood carvings and jewelry purchased on those trips.

K. Reimbursement for a trip to Tahiti with Ms. Douglas and her daughter;

L. Reimbursement for a Mercedes E-500 purchased for Ms. Douglas in April of 2004;

M. Engagement ring purchased for approximately \$30,000.00 for a significant other;

N. Reimbursement for credit card charges by Ms. Douglas;

O. Reimbursement for repairs on Ms. Douglas' vehicle;

P. Reimbursement for entertainment by Mr. Furer, Ms. Douglas and her daughter while in Las Vegas;

Q. Reimbursement for airfare for Ms. Blain for a trip taken in 2004, including hotel expenses at Campbell Inn.

R. Reimbursement for shopping by Ms. Blain;

S. Reimbursement for expenses for entertainment for Ms. Blain and ten members of her family in the bay area and Incline Village;

T. Reimbursement for airfare for Ms. Hosley from Las Vegas to Reno; hotel expenses and dining expenses;

U. Reimbursement for expenses in San Francisco with Jason Spence in March of 2004;

V. Reimbursement for expenses for a trip in Europe with Ms.

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Douglas from September 2005 through November 2005,
including car rental expenses;

W. Reimbursement for hotel expenses in the bay area from
November 30, 2004 through December 3, 2004;

X. Reimbursement for a donation to the Buddhist Temple in
California by "Mr. and Mrs. Andrew and Earlene Furer"
(Douglas);

Y. Reimbursement for a donation to a national parole officer's
association by "Mr. and Mrs. Andrew and Earlene Furer"
(Douglas);

Z. Reimbursement for a donation to a sheriff's candidate for
Washoe County in October of 2006;

AA. Reimbursement for a trip to Las Vegas by Ms. Douglas and Mr.
Furer March 4, 2005 through March 7, 2005;

BB. Reimbursement for expenses and salary for a detective who
stayed in the marital residence while Mr. Furer was out of town;

CC. Reimbursement for vehicle expenses for Ms. Douglas' daughter
while in Las Vegas;

DD. Compensation for expenses caused by the battery on Mrs. Furer;

EE. Reimbursement for one-half of a \$5,000,000.00 donation to
Harvard. Mrs. Furer will not seek reimbursement if the title of
the Scholarship and Chair of Economic and Associate
Professorship is changed to Andrew and Eloisa Chair of

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Economic and Andrew and Eloisa Family Scholarship;

FF. Reimbursement for expenses in obtaining a duplicate marriage certificate baptismal certificate and naturalization papers;

GG. Reimbursement for four summer tires as Mr. Furer refused to give Mrs. Furer her tires;

HH. Reimbursement for telephone charges relating to expenses caused by Mr. Furer turning off Mrs. Furer's phone without notice, and refused to give Mrs. Furer the password;

II. Reimbursement for the balance of \$3,000,000.00 owed to Mrs. Furer. Mr. Furer only paid \$2,835,007.19;

JJ. Reimbursement for the cost of unpacking, re-packing and moving Mrs. Furer's property from Incline Village to Las Vegas;

KK. Reimbursement for any damage to the Philippine condominium, the Paris apartment and the Gstaad apartment as a result of Mr. Furer's refusal to provide the keys to the properties due to the refusal of Mr. Furer to return the safe deposit box which contains the keys;

LL. Reimbursement for property taxes on the Las Vegas property while Mrs. Furer was living in the Biltmore Hotel from August of 2004 until October of 2005.

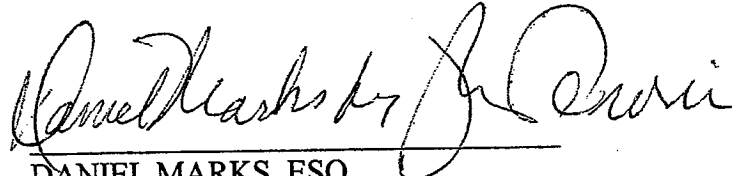
Defendant anticipates propounding written discovery, subpoenaing a variety of bank records and credit card statements and taking depositions as needed based on the

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answers to the written discovery.

Dated this 22 day of December, 2006.

LAW OFFICES OF DANIEL MARKS



DANIEL MARKS, ESQ.
Nevada Bar No. 002003
302 East Carson Avenue, Suite 702
Las Vegas, Nevada 89101

-and

BELDING HARRIS & PETRONI, LTD.
GLORIA M. PETRONI, ESQ.
Nevada Bar No. 002230
417 West Plumb Lane
Reno, Nevada 89509
Attorneys for Defendant

CERTIFICATE OF SERVICE

Pursuant to NRC 5(b), I certify that I am an employee of BELDING, HARRIS & PETRONI, LTD., and that I caused a true and correct copy of **STATEMENT OF UNRESOLVED ISSUES** to be served by:

(BY MAIL) on all parties in said action, by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below. At the Law Offices of Belding, Harris & Petroni, Ltd., mail placed in that designated area is given the correct amount of postage and is deposited that same date in the ordinary course of business, in a United States mailbox in the City of Reno, County of Washoe, Nevada.

(BY PERSONAL DELIVERY) by causing a true copy thereof to be hand delivered this date to the addressee(s) at the address(es) set forth below.

(BY FACSIMILE) on the parties in said action by causing a true copy thereof to be telecopied to the number indicated after the address(es) noted below.

Federal Express or other overnight delivery

Reno/Carson Messenger Service

addressed as follows:

Shawn B. Meador, Esq.
WOODBURN AND WEDGE
6100 Neil Road, Suite 500
Reno, Nevada 89505

Kent R. Robison, Esq.
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503

DATED: this 22 day of December, 2006.


PAULA RODRIGUEZ

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