

FILED

2007 AUG -3 PM 1:00

RONALD A. LONGTIN, JR.

1 ELOISA BESADA FURER  
2 9812 Winter Palace  
3 Las Vegas, Nevada 89145  
4 (702) 228-8553  
5 Defendant in Pro Per

6 IN THE FAMILY DIVISION BY A. Zion  
7 DEPUTY

8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

9 IN AND FOR THE COUNTY OF WASHOE

10	ANDREW E. FURER,	)	Case No. DV04-01626
11	Plaintiff,	)	Dept. No. 11
12	vs.	)	
13	ELOISA BESADA FURER,	)	
14	Defendant	)	

15 SUBMISSION OF DEFENDANT'S PROPOSED FINDINGS AND ORDER

16 COMES NOW, Defendant ELOISA B. FURER, in Proper Person, who  
17 respectfully submits her Proposed Order as requested by the  
18 Court to enter an Order as follows:

19 Defendant had viewed the tape of the pre-trial conference  
20 hearing on July 5, 2007, where Defendant's attorney at that time  
21 did not advise and therefore, did not allow Mrs. Furer to attend  
22 the said hearing. Due to the above, Defendant has to add to her  
23 Proposed Order, issues that were not defended by her attorney at  
24 this pre-trial hearing.

25 As one example, Ms. Throne could not articulate about the  
26 stipulation order of September 20, 2005 regarding the retrieval  
27 of the cars from the Incline residence. The photographs were in  
28 Defendant's cars. Marriage license, baptismal certificate and  
other documents related to the apartments in Paris and in the

1 Philippines were in the safe in Bank of America. According to  
2 the stipulation of September 20, 2005, Ms. Mahan was supposed to  
3 inventory the contents of the safe deposit box, inventory  
4 photographs in the cars and copied to Mrs. Furer on/or before  
5 September 19, 2005, since these were not disputed property.

6 Ms. Mahan left all of the photographs that were in her cars  
7 with Mr. Furer in the residence without inventory and  
8 inventoried them only on September 16, 2005, two days after  
9 their retrieval, at Mr. Meador's office. All the stipulations  
10 are well stated on September 20, 2005, signed by two judges.

11 DEFENDANT'S FINDINGS AND PROPOSED ORDER

- 12 1. An Order denying enforcement of the MSA on the ground of  
13 mutual revocation and/or rescission;
- 14 2. An Order invalidating the MSA on the ground of  
15 misrepresentations, fraud and overreaching by Plaintiff;  
16 as MSA is restatement of PNA found fraudulent.
- 17 3. An Order dividing the community property of the parties  
18 pursuant to NRS 123.225;
- 19 4. An Order denying Plaintiff's claim for emotional  
20 distress and other tort remedies;
- 21 5. An Order denying any and all of Plaintiff's claims for  
22 breach of the MSA or PNA by Defendant;
- 23 6. An Order denying Plaintiff's request for alimony waiver;
- 24 7. An Order denying Plaintiff's request for annual gift to  
25 son as required in the MSA;
- 26 8. An Order awarding preliminary attorneys' fees and costs  
27 to Defendant, who is the prevailing party on the PNA and  
28 the MSA;

- 1 9. An Order compelling Plaintiff to reimburse Defendant on  
2 the loss or damages to Defendant's personal properties  
3 which were sustained while the properties were in  
4 Plaintiff's possession and control for three years;
- 5 10. An Order denying Plaintiff's request to sanction  
6 Defendant for non-appearance to the deposition in Las  
7 Vegas, Nevada in early April 2007, as the opposing  
8 parties were notified by the then attorney well in  
9 advance that Mrs. Furer could not attend the deposition  
10 scheduled.
- 11 11. An Order awarding \$200,000 to Defendant for renovation  
12 and furnishing of the Paris condominium, which is  
13 presently uninhabitable, as the Court had awarded Mr.  
14 Furer \$500,000 to renovate and furnish his new Reno,  
15 Nevada home to be habitable.
- 16 12. An Order memorializing 'Andrew and Eloisa Furer,'  
17 instead of 'The Furer Family,' in the scholarship  
18 programs for Filipino students, Chair of the Department  
19 of Economics and Associated Professorship, or, in the  
20 alternative, an Order compelling Plaintiff to reimburse  
21 one-half of the Harvard donation, or approximately \$2.5  
22 million, to Defendant;
- 23 13. An Order entitling Defendant to Washington Mutual  
24 dividends and interests accrued from 2004 to 2007, 50%  
25 of Washington Mutual stock which is \$574,500 shares;
- 26 14. An Order compelling Plaintiff to reimburse the actual  
27 moving cost of the personal properties presented by  
28 Defendant in the trial. Defendant was unable to  
retrieve the properties earlier because Plaintiff

1 demanded that "if Defendant should take the properties  
2 'as is,' which meant as packed by Plaintiff, Mr. Furer  
3 to be delivered to Las Vegas, Mr. Furer is not  
4 responsible for missing properties and any loss/damages  
5 to the properties" sustained while they were in  
6 Plaintiff's possession and control in the Incline  
7 residence. Plaintiff stopped the move on September 29,  
8 2004, (See letter from September 29, 2004, Meador to  
9 Unsworth);

10 15. An Order compelling Plaintiff to return all of the  
11 photographs pursuant to the Stipulation originally made  
12 by the parties on September 20, 2005 and later ordered  
13 again by this Court in December 2005, in April 2006, in  
14 November 2006, and on January 25, 2007. All photographs  
15 from Defendant's cars are still unaccounted for,  
16 including but not limited to the Fengsui books, Chanel  
17 buttons, new cashmere sweater, shoes and pants that were  
18 in the car not yet returned to Mrs. Furer; an  
19 alternative penalty of \$1 Million Dollars for the loss  
20 of Mrs. Furer's life documentary and Mr. Furer's  
21 vindictiveness.

22 16. An Order compelling Plaintiff to return Asian, Oriental  
23 antiques missing while they were in the Incline  
24 residence, including without limitation, the 19 disputed  
25 Oriental antique jars. Plaintiff should bear expenses  
26 to ship those antiques to Las Vegas with proper  
27 insurance coverage. An alternative reimbursement total  
28 value of \$78,000.00 for missing items - plus damages on  
Mr. Furer's vindictiveness and by lying to the Court

1 that the items declared by Mrs. Furer were already  
2 missing when Mr. Furer returned to the marital home on  
3 August 10, 2004. How come Mr. Furer did not notice the  
4 supposedly missing items during the September 27 and 28,  
5 2004 aborted move when he declared the 20 antique jars  
6 disputed - my son's artwork from 1<sup>st</sup> to 3<sup>rd</sup> grade, my  
7 cookbook collection disputed, Mr. Furer was well aware  
8 that there were no missing items from the home as of  
9 September 28, 2004. Mr. Furer was the cause why Allied  
10 Movers walked out as he lashed at them when the movers  
11 were packing a \$20,000.00 painting in a brown paper.  
12 Mr. Furer, as is documented, was yelling at Mrs. Furer  
13 to call your lawyer and file a suit for Breach of  
14 Contract when the movers walked out. This was all in  
15 front of the Arbiter.

16 17. An Order awarding Defendant actual prices of  
17 Oriental/Asian Porcelain, ceramics antiques as listed by  
18 Defendant in exhibit for reimbursement, according to  
19 authentic appraisal in 1993, as the parties were  
20 reimbursed for a broken jar in the amount of \$8,000  
21 insured for the same amount according to the appraisal  
22 in 1993 by Mr. Frank Caro, who was one of the suggested  
23 names by the Newark Museum before the parties donated  
24 antiquities to Newark Museum in 1985, during the 1994  
25 move to Switzerland;

26 18. An Order for Plaintiff to return Defendant's pineapple  
27 fiber clothing; an alternative reimbursement value  
28 declared at \$10,000.00 plus damages for Mr. Furer's  
vindictiveness.

1 19. The Court is mistaken not to hold Mr. Furer responsible  
2 for the reimbursement of the actual cost for the move of  
3 the personal property as it was Mr. Furer who stopped  
4 the move in September 29, 2004. Mr. Marks and Mrs.  
5 Furer tried to conform with Judge's Order but Mr. Furer  
6 had put much, much road block. See discussion of  
7 personal property on Hearing of April 9, 2007 and  
8 January 25, 2007.

9 20. An Order for Plaintiff to reimburse Defendant for cost  
10 of missing earrings and Tumi suitcase - \$5,300.

11 21. To penalize Mr. Furer, for lies, false testimony in  
12 Court - thus insulting the intelligence of this Court -

13 A. on testimony of missing items;

14 B. on Mr. Furer did not know what car Mrs. Furer was  
15 driving when she left the Incline home in 2004.

16 C. on Mrs. Furer sending death threat letters; and

17 D. on Mrs. Furer being in front of the home screaming.

18 22. To penalize Mr. Furer for non-performance of both the  
19 PNA and MSA, but insists that Mrs. Furer should have  
20 performed under two agreements -

21 A. His not transferring the bank accounts in

22 Switzerland and Paris to Mrs. Furer's name when he  
23 alone can do this as Mrs. Furer is only a "Power of

24 Attorney" signatory - instead transferring the

25 address to his new home for statements to be sent to  
26 him.

27 B. By having the title to the Paris apartment, using  
28 her secondary name as *EX-MRS. FURER*.

1 C. Hold Mr. Furer responsible if Paris apartment  
2 ownership is jeopardized for non-payment of Property  
3 Tax in 2006 and 2007, and altering some documents of  
4 the apartment before the transfer of property is  
5 signed over.

6 D. Penalize Mr. Furer for lying to a California Court,  
7 on his filing to Quash Siminini's deposition that  
8 Mrs. Furer according to the Phase III trial as  
9 ordered by the Court is not entitled to discovery on  
10 their assets under Mr. Furer's accounts.

11 23. A reorder to sell Incline Home to be listed by Shari  
12 Chase, Mrs. Furer to get involved in negotiation with  
13 Buyer and Realtor - proceeds to be divided in half; or  
14 an alternative would be for Mrs. Furer to pay Mr.  
15 Furer \$4.5 Million for his share.

16 24. Any other order this Court may deem necessary and  
17 proper.

18  
19  
20 Dated this 2nd day of <sup>August</sup>~~July~~, 2007.

21  
22 Respectfully Submitted:

23 

24 ELOISA BESADA FURER  
25 Defendantin Pro Per  
26  
27  
28

**ELOISA BESADA FURER**

9812 Winter Palace  
Las Vegas, NV 89145  
Tel. # (702) 228-8553

Via Facsimile

August 2, 2007

The Honorable Chuck Weller  
Department 11  
Second Judicial District Court  
One South Sierra Street  
Reno, NV 89501  
Fax # (775) 325-6603

RE: Furer v Furer

Dear Judge Weller,

Reno/Carson Messenger attempted to file my Proposed Finding and Order, (as you had requested before the close of the trial on April 11, 2007), on July 26, 2007, when it was due.

According to the Messenger, the Clerk did not accept it as it was in a wrong format, and did not come with a Request for Submission. I am unaware this document must come with a Request for Submission. I have filed a few documents now on proper, and I think I have done them properly with the correct attachments, except the document faxed to your office on July 19, 2007, where in the last page with my signature obviously did not go thru. My fax machine had been temperamental recently, but I had resubmitted an Amended Motion on Parties Respective Rights Under The MSA.

I am therefore, resubmitting by facsimile to your office My Proposed Findings and Order that the Clerk at Department 11, did not accept on July 26, 2007.

Attached is a Proof of Service from Reno Carson Messenger. If you have any questions, please feel free to contact me at (702) 228-8553 or my cell phone at (702) 545-5976.

Your Honor, am I suppose to provide a copy of this to the Court's staff as Plaintiff had, but I did not hear such instruction during the hearing.

Thank you for your kind consideration.

Very truly yours,

  
Eloisa B. Furer

EBF/arv

Cc: Shawn B. Meador (by fax)

**Messenger - Special**

**RENO / CARSON MESSENGER SERVICE INC.** Date Printed: Jul 27 2007

RCMS Tracking #: **0236583**

185 MARTIN ST  
RENO, NV 89509  
(775) 322-2424

Federal Tax ID: 88-0306306

Case Heading:

**ANDREW E. FURER**

**ELOISA BESADA FURER** <sup>V/S.</sup>

Cause #: **DV04-01626**  
Court: **IN THE SECOND JUDICIAL DISTRICT COURT,  
STATE OF NEVADA, WASHOE COUNTY**

Docs:

**DEFENDANT'S PROPOSED ORDER**

INVOICE TOTAL DUE	
Total:	39.00
Pre-Paid Retainer:	0.00
Amount Due	39.00

Case Reference # **DV04-01626**

Account Number: **FURE**

Phone: **(702) 821-5144**

**ELOISA B. FURER**  
**9812 WINTER PALACE DR.**  
**LAS VEGAS, NV 89145**

Service (s): **FILE @ 2ND JUDICIAL**

SSN                      DOB  
DEL COPY TO DEPT. 11

SSN                      DOB

**DELIVERED TO D-11 SECRETARY**

Person Served:

Service Address:

Served By: **SAMUEL WRAY**  
Date/Time Service: **Jul 26 2007 4:35PM**

Service notes or description of person served. **FILING OFFICE WOULD NOT FILE IN 'PROPOSED ORDER'. TOLD TO DELIVER TO D-11 FOR JUDGE'S REVIEW. DELIVERED TO D-11 SECRETARY WHO INFORMED ME THAT THE DOCUMENT WAS NOT IN THE CORRECT FORMAT AND DID NOT COME WITH A REQUEST FOR SUBMISSION, SO IT MAY NOT BE REVIEWED, SDW.**

Special Handling: **FILE THE ATTACHED WITH 2ND JUDICIAL  
DELIVER COPY TO DEPT. 11  
RETURN STAMPED COPY**

Bad Addresses:

DESCRIPTION	Services Performed	Costs Detail	PRICE
NEVADA SPECIAL			39.00

Service History and Notes