

FILED

2007 SEP 11 PM 12:35

DEAN A. LORSTIN, JR.

BY N. Delgado
DEPUTY

1 **OPP**
2 ELOISA BESADA FURER
3 9812 Winter Palace
4 Las Vegas NV 89145
5 (702) 228-8553
6 DEFENDANT IN PROPER PERSON

7 **IN THE FAMILY DIVISION**
8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 * * * * *

11 ANDREW EARL FURER,)
12) Case No.: DV-04-01626
13 Plaintiff,) Dept. No.: 11
14 vs.)
15 ELOISA BESADA FURER,)
16 Defendant.)

17 **DEFENDANT ELOISA B. FURER'S OPPOSITION TO PLAINTIFF'S MOTION RE**
18 **SALE OF THE MARITAL RESIDENCE**

19 ELOISA B. FURER, Defendant in Proper Person ("Mrs. Furer"), hereby submits her
20 Opposition to Plaintiff's pending Motion to the extent that Plaintiff requests the Court to award
21 the entire proceeds from the sale of the marital residence and two boats exclusively to him.

22 Mrs. Furer, who resides in Las Vegas, Nevada, was served with Plaintiff's Motion on
23 September 7, 2007 (Friday) and received the Court's Order Shortening Time on the late
24 afternoon of September 8, 2007 (Saturday). To Mrs. Furer's dismay and surprise, the Court
25 ordered her to respond Plaintiff's Motion by Monday at 5:00 P.M. Although the time frame was
26 extremely short, Mrs. Furer respectfully requests this Court to question Plaintiff's true motive
27 and examine this matter in a larger context of disposition of the parties' community property.
28

- 1 1. Plaintiff's Motion to authorize the sale of the Incline residence is redundant because
2 the sale was already authorized by this Court on September 26, 2006.

3 As Plaintiff stated in his Motion, the September 26, 2006 order required the parties to
4 cooperate for the sale of the residence and also required them to sign documents necessary to
5 consummate a sale. Plaintiff knows that Mrs. Furer has not opposed the sale of the residence. If
6 the present offer is indeed as good as Plaintiff represented in his Motion, Mrs. Furer has no
7 reason to reject the offer or refuse to execute documents to consummate the sale. Regretfully,
8 instead of communicating the offer to Mrs. Furer and involving her in the negotiation in
9 compliance with the September 26, 2006 order, Plaintiff bypassed Mrs. Furer and requested the
10 Court to exclude her from the transaction. Plaintiff's abrasive and abusive request must be
11 denied.

- 12 2. The Court must deny Plaintiff's improper Motion for an order requiring Mrs. Furer
13 to execute a deed or, in the alternative, directing the clerk of the court sign a deed on
14 Mrs. Furer, prior to the close of escrow.

15 In every real estate transaction, a deed is executed at closing of escrow, and
16 there is absolutely no need whatsoever for Mrs. Furer to quitclaim the residence to Plaintiff
17 before the escrow closes or even before the buyer's due diligence commences. If the real estate
18 agent Mr. Victor Lockhart's statement in his affidavit is true, the offer has only two
19 contingencies: obtaining a court approval and sale of the purchasers' current home. The Court
20 already approved a sale of the residence on September 26, 2006, and, according to Mr. Lockhart,
21 the purchaser's current home is in escrow that almost certainly will close. Therefore, it seems
22 that there is no longer a contingency to be met for sale of the residence.

23 Mrs. Furer was astounded by Plaintiff's total lack of candor to the prospective purchaser,
24 FFO, LLC, as evidenced in Addendum No. "A" to the proposed "Residential Purchase
25 Agreement and Deposit Receipt." Therein, Plaintiff falsely represented to the prospective
26 purchaser that a court order requiring Mrs. Furer to quitclaim the house to himself would be
27 necessary because a restraining order prevented the parties from selling the residence, which is a
28

1 blatant lie. Obviously, the prospective purchaser was misled by Plaintiff to sign this incorrect
2 Addendum "A."¹

3 Plaintiff's deceitful act speaks loudly for his true motive. Undoubtedly, his motive is to
4 force Mrs. Furer to forfeit her rights in the residence regardless of the sale of the residence. In
5 the event the sale fails to be consummated, Plaintiff wants to make sure that he will still take the
6 residence to himself.

7 3. If the sale of the Incline Residence is consummated, the sale proceeds must be
8 deposited in a blocked account to prevent Plaintiff from depleting Mrs. Furer's
9 community shares until such time as final disposition of community property is made.

10 Plaintiff knows that there is an order in place to deposit the proceeds from the sale of the
11 Residence in court. He also knows that the Court has yet to make final disposition of the parties'
12 community property. Notwithstanding the same, Plaintiff again attempts to misappropriate the
13 entire sale proceeds in advance.

14 This Court should not be swayed by Plaintiff's improper, bad-faith attempt to deprive
15 Mrs. Furer of her property rights. Mrs. Furer respectfully reminds the Court of Plaintiff's
16 improper in- and out- of- court financial misconduct. Plaintiff, who had masterminded a

17 ¹ Because of the shortened time, Mrs. Furer did not have time to review the offer carefully. However, Mrs. Furer
18 wants to bring several facts to the Court's attention. First, Plaintiff and the prospective purchaser, FFO, LLC, are
19 not strangers to each other. FFO owns a property in Incline and that Plaintiff was once interested in purchasing the
20 property owned by FFO. Secondly, as shown in Addendum "A," for purchase of this \$11 Million property, FFO
21 agreed to 15 days of due diligence and close of escrow within 10 days of Plaintiff's obtaining Mrs. Furer's quitclaim
22 deed in court, which should be done no later than September 18, 2007. It is quite surprising that the purchaser
23 wants to close the transaction in such a rushed matter, particularly in the light that the sale of own property, which
24 is a contingency to the present transaction, is still in escrow. As the contract shows, the buyer is waiving the right
25 to inspect the property and agrees to purchase the \$11 Million house "AS IS." Because of this unusually speedy
26 time frame and highly suspicious waivers by the purchaser, Mrs. Furer requests the Court to closely examine
27 whether FFO, LLC, is a bona fide offerer or if this is another trick Plaintiff wants to play to defraud Mrs. Furer, as
28 well as the Court.

1 fraudulent divorce, bought a \$1.29 Million house for the unsuspecting spouse, only to claim
2 exclusive possession of the Incline Residence after filing for a divorce. After taking exclusive
3 possession, he successfully persuaded the Court to allow him to purchase another residence for
4 himself in Reno for \$2.23 Million. Before and during the contested divorce litigation, Plaintiff
5 used his superior knowledge in law and finance to maintain control over the parties' marital
6 assets, including Washington Mutual Stock, UBS Swiss Account and Paris accounts, and
7 constantly attempted to steal Mrs. Furer's shares by transferring marital funds and stock to
8 undisclosed, unknown accounts. For example, Plaintiff once secretly instructed the parties'
9 investment banker to transfer all proceeds from the joint account to Mrs. Furer's account but the
10 account where the funds to be transferred was actually an individual account of Plaintiff, not
11 Mrs. Furer's. Plaintiff, Mr. Furer, intended to mislead Mrs. Furer. Had Mrs. Furer signed this,
12 Mr. Furer would have had the money transferred from the joint account. On another occasion,
13 Mr. Furer transferred Federated Municipal stock, which is still unknown to Mrs. Furer, to a
14 secret account. Plaintiff Mr. Furer had transferred almost all the money in the account he had
15 opened with CSFB to hold the dividends from WAMU stock, as confirmed by Ms. Unsworth in
16 2004. The evidences of Plaintiff's improper attempts are attached hereto as Exhibit "A."
17 Needless to say, all of Plaintiff's attempts were made while a financial restraining order was in
18 place, and Mrs. Furer believes that Plaintiff has successfully secreted a substantial amount of
19 marital funds in undisclosed accounts in violation of the restraining order. *(Exhibits attached
when filed)*

20 Plaintiff also took every opportunity to unfairly and improperly deny Mrs. Furer's shares
21 in marital assets. For example, when he was supposed to pay Mrs. Furer \$3 Million held in the
22 parties' joint account on July 22, 2004 pursuant to the Postnuptial Agreement, he paid her only a
23 little more than \$2.8 Million and, moreover, he did not pay the interests accrued on Mrs. Furer's
24 share, which exceeded \$10,000.

25 This prolonged litigation was all about the inherent unfairness of the parties' Postnuptial
26 Agreement and Marital Settlement Agreement. Plaintiff awarded the marital residence to
27 himself in both Agreements. However, in Phase II of this litigation, the Court nullified the
28 Postnuptial Agreement as Plaintiff was found to have perpetrated fraud upon Mrs. Furer, while


1 finding no fraud in formation of the Marital Settlement Agreement. Meanwhile, the Marital
2 Settlement Agreement, which had been originally executed for the sole purpose to file a joint
3 petition for divorce, was revoked in effect as the parties withdrew their joint petition and filed for
4 a contested divorce.

5 Despite Plaintiff's misstatement to the contrary, neither has this Court nor the parties ever
6 enforced the Marital Settlement Agreement, and the November 14, 2006 order did not and could
7 not revive the revoked contract.

8 Plaintiff's pending Motion reflects his disregard of Mrs. Furer's rights, as well as his
9 improper, arrogant attempt to usurp the Court's authority to adjudicate final disposition of the
10 parties' community property. Plaintiff's Motion for an order giving the entire sale proceeds to
11 himself must be denied, and the Court must prevent Plaintiff from further taking advantage of
12 Mrs. Furer's lack of knowledge and control of the parties' finances by safeguarding the disputed
13 funds until a fair and just division of community property is made.

14 DATED this 10th day of September, 2007

15 Respectfully submitted:

16 By 
17 ELOISA BESADA FURER
18 9812 Winter Palace
19 Las Vegas NV 89145
20 (702) 228-8553
21 DEFENDANT IN PROPER PERSON
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EXHIBITS

CSFB PRIVATE CLIENT SERVICES
SAN FRANCISCO REGIONAL OFFICE
600 CALIFORNIA STREET 20TH FLOOR
SAN FRANCISCO CA 94108-2744



06/20/02

ANDREW E FURER
P.O. BOX 7206
INCLINE VILLAGE NV 89452-7206

ATTN: under - con
Olivia Case
Mrs. Furer
Handwritten

Account: 219-486925 .

Please be advised that we transferred assets as follows on 06/19/02:

2,379 shares of FEDERATED MUNICIPAL to

These transactions were processed as result of instructions directly from you or your financial institution. If you have any questions regarding these transactions please contact your financial institution.

NO acct # ?
Transferred where?
Mrs. Furer
concern
and
handwritten

415835-8345
ATTN: Olivia

Mrs. Furer handwriting

CSFB LLC
SAN FRANCISCO REGIONAL OFFICE
650 CALIFORNIA STREET 31ST FLOOR
SAN FRANCISCO CA 94108-2704



09/16/04

Question # 1

ANDREW E FURER TRUST DTD 5/24/02
P.O. BOX 7206
INCLINE VILLAGE NV 89452-7206

Account: 219-624806

Please be advised that on 09/15/04 we transferred the following assets from your brokerage account 219-624806 based on instructions received directly from you or your financial organization:

\$148.77 to account 219-561669

If you have any questions regarding these transactions, please contact your financial organization or your investment professional.

_____, 2004

Julius Simonini
Hilal Koc, Assistant
Credit Suisse First Boston
650 California Street-31st Floor
San Francisco, California 94108

Re: Furer - Transfers between accounts

Dear Julius/Hilal,

Please use this letter as authorization to transfer all assets in the Eloisa B. Furer and Andrew E. Furer, JTWROS, (219-556594) to the Eloisa B. Furer account, 219-624806. This transfer should include all interest and dividends hitting 219-556594.

THIS IS NOT ELOISA'S ACCT. IT IS ANDREW FURE ACCT. HIS INDIVIDUAL ACCT WHERE HE HAD ALL WHAT ^{STOCKS} IN THIS.

Your immediate attention to this matter is genuinely appreciated.

Sincerely,

X _____
Andrew E. Furer

X _____
Eloisa B. Furer

Two of Two**AGREEMENT REGARDING EXECUTION OF ASSET TRANSFER DOCUMENTS**

The undersigned parties, Andrew E. Furer and Eloisa B. Furer, hereby understand and acknowledge that the execution of the identified and attached documents serve as an effectuation and fulfillment of the terms and conditions of the parties' Postnuptial Agreement, executed on May 5, 2004, and the Marital Settlement Agreement, dated July 9, 2004.

The undersigned parties further understand and acknowledge that the execution of the identified and attached documents are necessary and required to accomplish the transfer of assets as provided in the Postnuptial Agreement and the Marital Settlement Agreement, and that any failure to execute the identified and attached documents serves as a violation of the terms and conditions of the Postnuptial Agreement and the Marital Settlement Agreement.

1. Quitclaim Deed, attached hereto as Exhibit A;
2. Revocation of Trust and Assignment, attached hereto as Exhibit B;
3. New Account Form, attached hereto as Exhibit C;
4. Letter of Instruction to Julius Simonini, Credit Suisse First Boston, San Francisco, California, attached hereto as Exhibit D;
5. Letter of Instruction to Julius Simonini, Credit Suisse First Boston, San Francisco, California, attached hereto as Exhibit E;
6. Letter of Instruction to Julius Simonini, Credit Suisse First Boston, San Francisco, California, attached hereto as Exhibit F;
7. Certificate of Title, 1988 Mercedes Benz 560, VIN WDBBA48D4JA086525, attached hereto as Exhibit G;

See attached ^A

Page 17
acct # w/
ANDREW'S AND
NOT ELOISA'S

Question #3

NOTE:

Mrs Furr would like an explanation to the statement below in Mr. Furr's handwritten

NOTE:

The Primary asset... [note WM held in account at Lehman/CSFB in my sole name, WM

Not in my name] - CORRECT my affidavit if necessary"

Disputed.

p. 2 - Mrs Furr's out-of-state counsel

~~p. 3 - the asset is jointly held~~

Phosphorus or the...
the...
you...
to...
to...

p. 3 - this is possible

p. 3 - perjury

p. 6 -

The primary asset

in acct at Lehman/CSFB

Important →

in my sole name, WM

Not in my name] - correct

my affidavit if necessary

p. 6. ¹¹ Not really absent -

no WM transfer in trust of sep acct

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that on this date, I served a true and correct copy of the foregoing document by:

 U.S. Certified Mail, Return Receipt Requested

 First class mail, postage paid

 X Facsimile

 Hand Delivery

upon the following:

1) Shawn B. Meador, Esq.
C/o Woodburn & Wedge
6100 Neil Road, Suite 500
Reno, NV 89511
FAX # 775-688-3088

2) JUDGE CHUCK WELER
DISTRICT COURT
1 SO. SIERRA STREET
RENO, NV 89501
FAX NO: 775-325-6603

Dated this 10th day of: September 2007

Eloisa B. Furer
ELOISA B. FURER

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SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, _____

DEFENDANTS, ELOISA FURER, ON PRO PER, OPPOSITION TO
PLAINTIFFS MOTION RE SALE OF THE MARITAL RESIDENCE
(Title of Document)

filed in case number: DV-04-01626 DEPT. 11

Document does not contain the social security number of any person

-OR-

Document contains the social security number of a person as required by:

A specific state or federal law, to wit:

(State specific state or federal law)

-or-

For the administration of a public program

-or-

For an application for a federal or state grant

-or-

Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: September 10, 2007

Eloisa B. Furer
(Signature)

ELOISA B. FURER
(Print Name) IN PRO PER

(Attorney for)

IN THE FAMILY DIVISION OF THE SECOND JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

ANDREW E. FURER

vs.

ELOISA B. FURER

FAMILY COURT
MOTION/OPPPOSITION NOTICE
(REQUIRED)

CASE NO. DV04-01626

DEPT. NO. 11

NOTICE: THIS MOTION/OPPPOSITION NOTICE MUST BE ATTACHED AS THE LAST PAGE to every motion or other paper filed pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A. Mark the CORRECT ANSWER with an X.		YES	NO
1. Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.		<input type="checkbox"/>	<input type="checkbox"/>
3. Is this a motion or an opposition to a motion filed only to change the amount of child support?		<input type="checkbox"/>	<input type="checkbox"/>
4. Is this a motion or an opposition to a motion for reconsideration or a new trial and the motion was filed within 10 days of the Judge's Order?		<input type="checkbox"/>	<input type="checkbox"/>
IF the answer to Question 4 is YES, write in the <u>filing date found on the front page of the Judge's Order.</u>		Date	
B. If you answered NO to either Question 1 or 2 or YES to Question 3 or 4, you are <u>exempt</u> from the \$25.00 filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the \$25.00 fee is paid.			

I affirm that the answers provided on this Notice are true.

Date: September 10, 2007 Signature: [Signature]

Print Name: ELOISA B. FURER

Print Address: 9812 WINTER PALACE DR.

Telephone Number: LAS VEGAS, NV 89145

TEL. 702-228-8553