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HOWARD W. CONYERS, CLERK  
By: [Signature] DEPUTY CLERK

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

ANDREW FURER,  
Plaintiff,

Vs.

ELOISA FURER,  
Defendant.

Case No. DV04-01626  
Dept. No. 11

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

FINDINGS OF FACT

The Court finds as facts the following:

1. That Plaintiff Andrew E. Furer is and for a period of more than six (6) weeks immediately preceding the commencement of this action has been an actual, bona fide resident of the State of Nevada, with the intention of remaining in said State for an indefinite period of time, and has been for said period of time actually, physically and corporeally present in said State. The Affidavit of Resident Witness was filed herein on July 12, 2004.
2. That Defendant Eloisa B. Furer is a resident of and for a period of more than six (6) weeks immediately preceding the commencement of this action has been an actual,

1 bona fide resident of the State of Nevada, with the intention of remaining in said State for  
2 an indefinite period of time, and has been for said period of time actually, physically and  
3 corporately present in said State.

4 That the Parties were married on June 28, 1981, in Los Angeles, California,  
5 and ever since have been and now are husband and wife.

6 That there are no minor children born the issue of said marriage. The parties  
7 have one son, Alexander Furer, who is no longer a minor. Eloisa B. Furer is not now  
8 pregnant.

9 The parties have become and now are incompatible in marriage, and cause  
10 for divorce exists on the grounds of incompatibility.

11 6. The parties entered into a Post Nuptial Agreement (PNA) of May 5, 2004 and  
12 a Marital Settlement Agreement (MSA) of July 8, 2004.

13 7. The parties agreed and stipulated that this litigation should be conducted in  
14 three phases: 1) Phase I involved whether Mr. Furer's counsel was disqualified; 2) Phase  
15 II involved the validity of the PNA and MSA; and 3) Phase III involved the rights and  
16 obligations of the parties following resolution of the Phase I and Phase II issues.

17 8. Following an evidentiary hearing in Phase I, the Court determined that Mr.  
18 Furer's counsel, Shawn Meador, did not have a disqualifying conflict of interest but that  
19 counsel may be a necessary witness at the Phase II trial, and thus, could not act as Mr.  
20 Furer's trial counsel in connection with Phase II. See Order dated February 14, 2006.

21 9. The Court, and the parties, through counsel, acknowledged that the issues to  
22 be tried in Phase II were: 1) whether the PNA was valid; 2) whether the MSA was valid;  
23 and 3) whether Mrs. Furer materially breached the terms of the MSA such that Mr. Furer  
24 may rescind the MSA and enforce the PNA. See Order After Early Case Management  
25 Conference dated December 23, 2005 at ¶ 2, (approved as to form and content by  
26 counsel for both parties).

27 10. Trial of the Phase II issues was held on April 10-12 and May 1-5, 2006. The  
28 parties' PNA and MSA were submitted as exhibits at the 2006 trial.

1           11. This Court entered its Order After Trial on November 14, 2006, in which this  
2 Court held that the PNA is invalid and that the MSA is a valid, binding and enforceable  
3 agreement including its restatement of terms from the PNA dated May 5, 2004. The  
4 November 14, 2006 Order After Trial is incorporated by reference herein.

5           12. The calculations Mr. Furer presented in Phase II of this litigation show that  
6 under the MSA Mrs. Furer will receive \$22,893,871 and Mr. Furer will receive \$48,524,542  
7 of the \$71,418,413 post-tax value of the assets accumulated by the parties during  
8 marriage.

9           13. The parties agreed that the MSA should be incorporated, but not merged,  
10 into the Decree of Divorce. See, MSA at ¶ 14.

11           14. Trial of the Phase III issues was conducted on July 9, 10 and 11, 2007.

12           15. During this litigation, Mrs. Furer employed at least 12 lawyers including Gary  
13 Silverman, Stephen H. Dollinger, James W. Puzay, Bonnie Mahan, Merrit G. McKeon,  
14 Sandra Unsworth, Daniel Marks, Gloria Petroni, Dawn Throne, Vincent May, Jarien Cho  
15 and Robert Lueck. This list includes some of the finest family law lawyers in the State of  
16 Nevada. Many of these lawyers were discharged by Mrs. Furer, or withdrew from  
17 representation, because Mr. Furer became dissatisfied with their representation.

18           16. Mrs. Furer's appearances before the Court while represented during Phase  
19 III were marked by her disruptive behavior that included screaming, a lack of self-control  
20 and chillity, and disregard for the Court's and her attorneys' efforts to address the issues of  
21 this case in a systematic manner. Mrs. Furer changed lawyers often, frequently attempting  
22 to discharge them during hearings. Mrs. Furer insisted on returning to issues already  
23 resolved with single mindedness that was unreasonable and contemptuous.

24           17. Mrs. Furer frequently accused her lawyers of being unprepared and of  
25 abandoning their representation of her in favor of working on behalf of the opposing party.  
26 It is the Court's observation that these accusations have no merit and that Mrs. Furer  
27 unreasonably rejected to effort of good lawyers to provide her with good representation.  
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1           18. Specifically, trial of the Phase III issues was made substantially more difficult  
2 by Mrs. Furer's behavior at trial, including but not limited to her emotional outbursts, her  
3 refusal to answer questions, her argumentative nature, her yelling and screaming and her  
4 unsupported accusations against the Court, Mr. Furer and counsel. The Court finds that  
5 Mrs. Furer's claimed inability to understand or respond to questions from opposing counsel  
6 was feigned and manipulative. Mrs. Furer's unreasonable and inappropriate conduct  
7 substantially increased both parties' legal fees and costs. See, e.g., Tr. July 9 at pp. 125-  
8 130, 147-148, 154-155, 181; July 10 at pp. 37, 53, 58, 59, 96, 97, 142, 143; July 11 at pp.  
9 93, 95-97, 100-104, 120, 121.

10           19. Mrs. Furer engaged in behavior that caused unnecessary delay and  
11 needless increase in the cost of litigation. See, e.g., Order Regarding Hearing on Rule 11  
12 Sanctions, dated June 26, 2007. Among other things, Mrs. Furer repeatedly fired at least  
13 ten counsel of record and retained new counsel causing both parties to incur additional  
14 costs and fees. Mrs. Furer filed numerous contempt motions against Mr. Furer, all of  
15 which were found to be without merit. Mrs. Furer failed and refused to honor or abide by  
16 numerous Court Orders. Mrs. Furer filed repeated, improper, serial motions regarding  
17 personal property. Mrs. Furer filed pleadings in pro per at a time when she was  
18 represented by counsel of record, contrary to Court Rule and specific Court Order. See,  
19 WDCR 23; Order Prohibiting In Proper Person Filings dated March 23, 2008. Mrs. Furer  
20 made numerous unfounded claims and allegations against Mr. Furer, against her own  
21 counsel and Mr. Furer's counsel, various judges, the District Attorney and others.

22           20. Mrs. Furer failed to appear at two properly noticed depositions and failed to  
23 respond fully, fairly and accurately when she did appear at the deposition the third time it  
24 was noticed. This Court entered Orders in response to Mr. Furer's motion for sanctions  
25 with respect to Mrs. Furer's failure to appear at the two depositions. See, e.g., Order  
26 Imposing Sanctions dated June 26, 2007. There is no evidence that the Court's Orders  
27 resulted in Mrs. Furer altering her behavior or complying in good faith with discovery rules.  
28 Mr. Furer's Motion for Protective Order . . . Motion for Sanctions For Continued Discovery

1 Abuses, which was submitted for decision herein on June 12, 2007, are resolved by the  
2 award of sanctions against Mrs. Furer made by this order.

3 21. Mrs. Furer was sanctioned \$7,504.50 for her failure to follow Court Order.  
4 See Order Regarding Motion To Strike And Imposition Of Sanctions And Order To Show  
5 Cause Why Mrs. Furer Should Not Be Held In Contempt Of Court dated March 19, 2007.  
6 Mrs. Furer has not paid the sanction.

7 22. Mrs. Furer failed to comply with multiple court orders regarding briefing of the  
8 Phase III issues. Mrs. Furer claimed that her failure to attend the two properly noticed  
9 depositions was justified because she had suffered a stroke. See Order Regarding Trial  
10 Date and Other Procedural Matters dated June 25, 2007, at ¶ B.3. Mrs. Furer also  
11 claimed that the alleged stroke justified her request to continue the trial date from April of  
12 2007 until July of 2007. Id. at ¶ A.3. Mrs. Furer failed to offer any evidence that she  
13 actually suffered a stroke and she refused to execute a release to allow Mr. Furer to obtain  
14 her medical records so that he could verify her claimed medical condition, notwithstanding  
15 Court Order requiring her to do so. Id. at ¶¶ A.9, B.3.

16 23. Pursuant to this Court's Order of September 7, 2005 and April 14, 2008, Mr.  
17 Furer has paid the sum of \$2,830,000 in undifferentiated support and attorneys fees  
18 through the payment he made in December of 2007. Mr. Furer paid support and attorneys  
19 fees in the sum of \$80,000 per month from September 2005 through April 2006 and then  
20 paid support and attorneys' fees in the sum of \$112,500 per month from May 2008 through  
21 December 2007.

22 24. The parties PNA included at page 22-23, paragraph V, a "Waiver of Alimony"  
23 provision. Although the court determined the PNA is invalid as a contract between the  
24 parties, the Waiver of Alimony provision is incorporated by reference into the valid MSA.

25 25. During this divorce action, Mr. Furer has controlled almost all of the \$80  
26 Million in assets amassed by the parties during their 26-year marriage. The passive  
27 income he received from investments was \$225,000 monthly. Without access to  
28 community resources Mrs. Furer was unable to maintain her accustomed lifestyle or to

1 participate in this litigation on an equal footing with Mr. Furer. Accordingly, by Order of  
2 September 7, 2005 this Court ordered Mr. Furer to pay to Mrs. Furer the sum of \$60,000  
3 per month. By order of April 14, 2006, the monthly payment was increased to \$112,500, or  
4 one half of the community monthly income. The right to argue that these payments should  
5 be characterized as attorney fees or spousal support was reserved to the parties.

6 26. The MSA at page 11, paragraph 16 provides: "Andrew and Eloisa shall each  
7 pay their own respective attorney's fees and costs incurred in connection with the  
8 negotiation and preparation of this Marital Settlement Agreement. In the event of litigation  
9 arising out of the terms, conditions or performance of this Marital Settlement Agreement,  
10 the prevailing party shall be entitled to recover his or her costs of suit, including reasonable  
11 attorneys' fees." The PNA included a similar provision.

12 27. The parties, through counsel, entered into a stipulation that the Decree of  
13 Divorce would be entered requiring them to file their tax returns for 2004 and thereafter  
14 consistent with the terms of the MSA and that to the extent doing so requires them to file  
15 amended tax returns for any such year(s), they will do so consistent with the terms of the  
16 MSA. See also, MSA at ¶ 6. In order to assure compliance with this stipulation it will be  
17 necessary for the parties to promptly provide the other party with copies of their tax returns  
18 and amended returns for the years 2004 through the tax year following the year in which  
19 the Decree of Divorce is entered.

20 28. Pursuant to the terms of the parties' contract, each party was awarded  
21 certain specific bank accounts. See, PNA at §§ IV.C. and IV.D.; MSA at ¶¶ 2, 13.

22 29. After execution of the MSA, Mrs. Furer withdrew the sum of \$107,800 from  
23 bank accounts which were awarded to Mr. Furer under the terms of the MSA. See, Exh.  
24 NNN at No.s 30 and 32.

25 30. Mrs. Furer's claim at trial that she withdrew funds from the accounts awarded  
26 to Mr. Furer to reimburse herself for funds that she claimed he shorted her from the \$3  
27 million to which she is entitled under the terms of the MSA is not credible. Mrs. Furer  
28 offered no correspondence or other communication from her counsel at or near the time of

1 the withdrawal of the funds claiming that Mr. Furer owed her the money that she was  
2 allegedly reimbursing. Mrs. Furer did not write one check for the sum she claimed was  
3 due but instead simply used his account to obtain cash and to pay her bills. See, Exh. SS.  
4 The sums she spent from accounts awarded to Mr. Furer were not the same amount she  
5 claimed he had shorted her from the \$3 million. Mr. Furer is entitled to be reimbursed the  
6 \$107,800

7 31. Mrs. Furer received the \$3 million lump sum to which she is entitled under  
8 the terms of the parties' contract. See, PNA at § IV.C.1; and MSA at ¶ 3. There is  
9 insufficient evidence to support Mrs. Furer's claim that she did not receive the full \$3  
10 million as she claimed at trial. In her Responses to Request for Admissions, Mrs. Furer  
11 admitted receiving the benefit of the \$3 million and of using part of the \$3 million to  
12 purchase her Las Vegas home. See, Exh. NNN at No.'s 26 and 27. At trial Mrs. Furer  
13 offered no evidence or argument that the language of her admissions means something  
14 other than that she received the full \$3 million. Although Mrs. Furer denied receipt of the  
15 \$3 million at trial, she was twice impeached with testimony from her deposition which was  
16 taken in 2005, in which she acknowledged receipt of the \$3 million. Notes in her own  
17 handwriting acknowledging receipt of the \$3 million were also introduced in evidence.  
18 See, Exhibit V. Mrs. Furer offered no correspondence or other communication from her  
19 counsel at or near the time of the transfer claiming that she had not received the full \$3  
20 million.

21 32. Paragraph 5 of the Marital Settlement Agreement incorporates paragraph  
22 IV.S.2 of the Post Nuptial Agreement. That paragraph requires each party to make the  
23 maximum annual tax-free gift to their son, Alexander, beginning with the year 2004. Mr.  
24 Furer has made his gifts. Mrs. Furer, who has not yet received her property distribution,  
25 has not. Mrs. Furer is ordered to make her gifts to Alexander for years 2004 (\$11,000),  
26 2005 (\$12,000), 2006 (\$12,000) and 2007 (\$12,000) within 60 days of her receipt of her  
27 property distribution. To the extent there is any tax liability or obligation arising out of Mrs.  
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Furer's failure to make the annual tax free gifts, Mrs. Furer should bear such liability or obligation.

33. Pursuant to the parties' contract, the parties were each responsible for payment of all costs and expenses associated with property they received pursuant to the terms of the contract. See PNA at §§ IV.C., IV.D., IV.E. and IV.F.; MSA at ¶¶ 2, 13.

34. Pursuant to Court Order, on April 14, 2006, Mr. Furer paid the sum of \$10,000 for expenses arising out of the condominium in Paris that is awarded to Mrs. Furer. Mr. Furer is entitled to be reimbursed in the sum of \$10,000.

35. Mrs. Furer failed to obtain appropriate insurance for her automobiles as required by the parties' contract and multiple court orders. Mr. Furer is entitled to be reimbursed the sum of \$6,735. See, e.g., Mr. Furer's Trial Statement at Exh. D; Exh. QQ.

36. Pursuant to paragraph 3 of the Marital Settlement Agreement, that incorporates paragraph IV.J.1 of the Post Nuptial Agreement, Mrs. Furer is entitled to 570,000 shares of Washington mutual stock together with all dividends paid after November 14, 2006, and interest accumulated on those dividends. Mr. Furer has held those dividends in a money market account since they were received.

37. There is insufficient evidence to support Mrs. Furer's claim that Mr. Furer wrongfully stole or gave away a pair of her diamond earrings. Mrs. Furer admitted that she was aware that the earrings were missing before she entered into the MSA. The MSA contains a binding waiver of all claims that pre-date the MSA. See, MSA at ¶ 10. See, e.g., Tr. July 11 at pp. 91, 130.

38. There is insufficient evidence that Mr. Furer took, gave away, refused to transfer or is in possession of the pineapple clothing or other items of personal property awarded to Mrs. Furer under the terms of the MSA, which Mrs. Furer claims are now missing. Similarly, there is insufficient evidence that Mr. Furer took, gave away, refused to transfer or is in possession of family photographs that have not been delivered to Mrs. Furer or her counsel. See, e.g., Exhibit AAA. Mr. Furer testified that if he should ever

1 locate any of the allegedly missing items of personal property, he would allow Mrs. Furer to  
2 take possession of the items. See, e.g., Tr. July 11 at pp. 142-143.

3 39. The large Asian ceramic and porcelain jars Mrs. Furer claims are hers are  
4 not included in the personal property she is entitled to receive under the terms of the MSA.  
5 Mrs. Furer's claim that she is entitled to the large jars under section IV.C.8.(g) of the PNA  
6 is not credible. In negotiation of the MSA, Mrs. Furer sought personal property in addition  
7 to that which was awarded to her under the terms of the PNA. Mrs. Furer's specific  
8 request for two additional large Asian jars in connection with the MSA demonstrates that  
9 she did not believe the large jars were covered by the language of the PNA which gave  
10 her: "all antique Asian ceramics and porcelain and the display cabinet in which they are  
11 presently displayed." See, PNA at §IV.C.8(g), see also, Exhibit U. It is undisputed that the  
12 large Asian jars she claims she is entitled to receive were not displayed in any cabinet.  
13 Mrs. Furer's argument with respect to the meaning of Section IV.C.8(g) would render the  
14 language quoted above meaningless. See, e.g., Tr. July 11 at pp. 24-25.

15 40. Mrs. Furer claims that in September of 2004, the parties' verbally modified the  
16 terms of the MSA with respect to what personal property she would receive. There is  
17 insufficient evidence of any binding contract to modify the MSA with respect to the  
18 personal property Mrs. Furer would receive. Furthermore, to be binding, any such  
19 stipulation would have to either be in writing signed by the parties or entered in the minutes  
20 of the Court. See, DCR 10. Mrs. Furer offered neither written agreement nor minutes of  
21 the court in this regard. See, e.g., Tr. July 11 pp. 25, 30, 66.

22 41. At trial, Mrs. Furer waived and abandoned her claim that Mr. Furer is  
23 responsible for damage to one item that was discovered had been damaged when Mrs.  
24 Furer took possession of the personal property in May of 2007. See, Tr. July 11 p. 44.

25 42. Judge Schumacher entered an Order Granting Motion For Contempt;  
26 Granting Motion To Bifurcate; Order Establishing A Schedule For Briefs Regarding The  
27 Validity Of Disputed Agreements dated January 7, 2005, which found that Mrs. Furer was  
28 presumptively in contempt of court but reserved further ruling to the date of trial. This

1 Court ratified Judge Schumacher's Order. See, Order Denying Motion To Vacate Orders  
2 dated September 7, 2005. Mrs. Furer presented no evidence of excuse or justification,  
3 and thus, is in Contempt of Court and should be sanctioned accordingly.

4 43. Mrs. Furer was repeatedly ordered to obtain specific automobile insurance.  
5 See, Stipulation and Order Re: Limited Retrieval of Personal Property dated September  
6 20, 2005; Order Following Status Conference dated December 20, 2006; and Order  
7 Regarding Motion to Strike, etc., dated March 19, 2007. Mrs. Furer failed to present any  
8 evidence that she had obtained insurance consistent with the terms of these orders and is,  
9 therefore, in contempt of court. There is no evidence that Mrs. Furer obtained the  
10 insurance timely. There is no evidence that she named the correct parties to be insured.  
11 Mrs. Furer was ordered to obtain a \$10 million umbrella policy but did not obtain any  
12 umbrella policy until June of 2007 and then only in the sum of \$5 million. Mrs. Furer failed  
13 to comply with and is in contempt of this Court's Orders.

14 44. In early 2006, Mrs. Furer filed in pro per pleadings in which she included her  
15 notes which stated that she had not obtained the insurance despite her counsel's  
16 admonition that she do so because she thought it was a waste of money. At trial she  
17 claimed she was unable to obtain appropriate insurance but offered no admissible  
18 evidence to support her claim. Mrs. Furer was impeached at trial with her deposition  
19 testimony in which she claimed she had not obtained appropriate insurance because she  
20 did not believe the court's order made sense and did not believe the court understood  
21 insurance issues well enough to enter an appropriate order. See, e.g., Tr. July 11 at pp.  
22 81, 84.

23 45. On June 26, 2007, Mrs. Furer was Ordered to Show Cause why significant  
24 financial sanctions, in an amount sufficient that Mrs. Furer will take notice, should not be  
25 entered against her for her violations of Rule 11. The June 26, 2007, Order, by its terms,  
26 is not limited to one incident of Mrs. Furer's abusive litigation conduct. At trial, the only  
27 evidence Mrs. Furer offered in defense was the argument that her unilateral demand to  
28 modify the stipulation regarding personal property was reasonable, the very argument

1 previously rejected by the Court. Thus, Mrs. Furer offered no evidence that substantial  
2 monetary sanctions should not be entered against her.

3 48. The parties' contract requires them to execute all documents reasonable and  
4 necessary to transfer the properties consistent with its terms. See PNA at §IV.C; MSA ¶¶  
5 2, 13. Mrs. Furer testified that she would not do so.

6 47. Based upon Mrs. Furer's conduct, it would not be reasonable to expect that  
7 Mrs. Furer will honor or comply with the terms and obligations set forth in these Findings,  
8 Conclusions and Decree. It would be fair, reasonable and appropriate for Mr. Furer to  
9 deduct the sums to which he is entitled pursuant to these Findings, Conclusions and  
10 Decree from the assets that Mrs. Furer is entitled to receive under the MSA.

11 48. Several of Mrs. Furer's former counsel (Ms. Mahan, Mr. Marks, Ms. Petroni  
12 and Mr. Throne) have filed attorneys' liens against Mrs. Furer. The court entered  
13 judgments in favor of those attorneys on February 21, 2006. It is appropriate under NRS  
14 18.015 and the circumstances of this case for Mr. Furer to pay those judgments directly to  
15 those attorneys from Mrs. Furer's distributive share under the MSA.

16 49. Mr. Furer abandoned certain claims during Phase III of this litigation,  
17 including his claim for tort damages, and for reimbursement for photographs, bail and  
18 health care expenses.

19 50. Upon entry of these Findings, Conclusions and Decree, the interim support  
20 orders and mutual financial restraining orders will no longer be necessary. Pursuant to the  
21 terms of the parties' contract, each party has the unqualified right to manage and control  
22 the property and assets awarded to each of them respectively. Except as specifically set  
23 forth herein, it is reasonable for the parties to have the right to manage and control the  
24 property awarded to each of them respectively under the terms of the MSA.

25 51. To the extent that any of the following Conclusions of Law are deemed to be  
26 Findings of Fact they are incorporated by reference herein.  
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**CONCLUSIONS OF LAW**

From the foregoing facts, the Court concludes as follows:

To the extent that any of the preceding Findings of Fact are deemed to be Conclusions of Law they are incorporated herein by reference.

2. This Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties.

3. The plaintiff, Andrew Furer, is entitled to a Judgment and Decree of this Court dissolving the bonds of matrimony heretofore and now existing between the parties, releasing each of them from the duties and obligations of their marriage and restoring each of them to the status of an unmarried person.

4. The parties' written Marital Settlement Agreement dated July 9, 2004, including its restatement of terms from the Post-Nuptial Agreement should be ratified, approved and confirmed, but not merged, into the Decree of Divorce, and the parties ordered to comply with the terms of said Agreement, and the MSA should retain its status as a contract.

5. Because the MSA incorporates by reference terms of the PNA that were not inconsistent with or modified by the terms of the MSA, the MSA is the only remaining and existing contract in issue.

6. NRS 125.040 allows the Court to make orders pendent lite requiring either party to pay to the other party monies necessary to provide temporary maintenance or to carry on or defend the divorce action. Sergeant v. Sergeant, 88 Nev. 223, 495 P.2d 618 (1972) instructs the Court that "The wife must be afforded her day in court without destroying her financial position. This would imply that she should be able to meet her adversary in the courtroom on an equal basis."

7. Mr. Furer asks the court to determine that Mrs. Furer has waived her right to temporary spousal support pursuant to the MSA.

8. A California court that examined the validity of an alimony waiver contained in a property settlement agreement reached a conclusion contrary to the position

1 advocated by Mr. Furer. The court found that the parties' written agreement is not  
2 controlling during the pendency of an action to determine its validity. Spreckels v.  
3 Spreckels, 111 Cal.App. 2d 529, 244 P.2d 917 (1952).

4 ). Nevada case law is consistent with this California precedent. In Poupart v.  
5 District Court, 34 Nev. 336, 123 P. 769 (1912) the Court found that a husband had a duty  
6 to support his wife during the pending of his action for annulment under the predecessor  
7 statute to NRS 125.040. The court ruled that although no duty to support would exist if the  
8 marriage was void, the duty to support existed until the Court ruled on the validity of the  
9 marriage.

10 10. The Court ruled on November 14, 2006 that the Marital Settlement  
11 Agreement was valid. By order of December 20, 2006 the Court ruled, "Mr. Furer's claim  
12 that he should be reimbursed for all such interim alimony payments shall be addressed in  
13 the next phase of this bifurcated proceeding."

14 11. The Court concludes that the MSA's waiver of temporary spousal support  
15 was not operative during litigation to determine the validity of the MSA and that all amounts  
16 Mrs. Furer received for temporary spousal support on or before November 14, 2006 are  
17 hers without obligation of reimbursement.

18 12. Spreckels, supra, at 111 Cal App.2d at 532, 244 P.2d at 919, holds that a  
19 waiver of attorney fees included in a property settlement agreement does not preclude an  
20 allowance for legal services in litigation aimed at setting aside the agreement in which the  
21 fee waiver provision appears.

22 13. The Court concludes that the waiver of attorney fees included in the MSA did  
23 not preclude an allowance for attorney fees during litigation to determine the validity of the  
24 MSA and that all amounts Mrs. Furer received for attorney fees on or before November 14,  
25 2006 are hers without obligation for reimbursement.

26 14. The MSA is silent with respect to when the 570,000 shares of Washington  
27 Mutual stock, and the ownership interests therein, will be conveyed to Mrs. Furer. Mrs.  
28 Furer should be entitled to have ownership of record of the 570,000 shares of Washington

1 Mutual stock and ownership indicia thereof, transferred to her within a reasonable time  
2 after entry of these Findings, Conclusions and Decree. Subject to the terms set forth  
3 below, Mr. Furer should be required to transfer the 570,000 shares of Washington Mutual  
4 stock to Mrs. Furer within 30 days of the date of entry of the Decree of Divorce.

5 15. In Phase III of this litigation, Mr. Furer argued that he was entitled under the  
6 MSA to recover from Mrs. Furer all the monies he paid to her for support of attorney fees  
7 under the Court's orders of September 7, 2005 and April 14, 2006. The Court understands  
8 this amount to be 8 x \$60,000 plus \$100,000 plus 20 x \$112,500 for a total of \$2,830,000.  
9 The Court has ruled that Mrs. Furer is entitled, under NRS 125.040, to all monies she  
10 received prior to the November 14, 2006 ruling on the PNA and MSA. The Court  
11 understand this amount to be 8 x \$60,000 plus \$100,000 plus 6 x \$112,500 for a total of  
12 \$1,255,000.

13 16. Mr. Furer also argued in Phase III that he is entitled to damages for Mrs.  
14 Furer's alleged breach of contract. The Court rejects this argument.

15 17. Mrs. Furer is arguably the prevailing party in the portion of this litigation  
16 described in the parties' prevailing party contractual provision. It would, however, be unfair  
17 to award attorney fees to Mrs. Furer because of her conduct during Phase III that  
18 unreasonably complicated and delayed the litigation. The Court declines to award attorney  
19 fees to Mrs. Furer because of her conduct and as a sanction for her various contempts and  
20 violations of NRCP 11.

21 18. Mr. and Mrs. Furer should both be required to file tax returns for the years  
22 2004 and thereafter in compliance with the terms of this order and the Marital Settlement  
23 Agreement. To the extent that either or both parties filed any tax return or returns for those  
24 years in a way that is not consistent with this order and the terms of the MSA, the party or  
25 parties who did so should be required to file amended returns that is consistent. The  
26 parties should be required to promptly provide the other with copies of their tax returns and  
27 amended returns for 2004 through the tax year following the year in which the Decree of  
28 Divorce is entered.

- 1           19. Mr. Furer should be reimbursed the \$107,500, without interest, from Mrs.  
2 Furer for monies she withdraw from accounts awarded to him under the MSA.
- 3           20. Mr. Furer has standing to specifically enforce the terms of the MSA on behalf  
4 of the parties' son, Alexander, who is an incidental beneficiary of the contract. Mrs. Furer  
5 should pay Alexander the maximum annual Tax free gift for each year beginning with  
6 2004.
- 7           21. Mr. Furer should be reimbursed by Mrs. Furer the \$10,000 he advanced to  
8 pay expenses in relation to the Paris condominium, without interest.
- 9           22. Mr. Furer should be reimbursed by Mrs. Furer the sum of \$6,735 he paid for  
10 Mrs. Furer's automobile insurance, without interest.
- 11           23. Mr. Furer should be reimbursed by Mrs. Furer the support/attorney fee  
12 payments he made to her after November 14, 2008.
- 13           24. Mrs. Furer is not entitled to the disputed large Asian jars.
- 14           25. Mrs. Furer has waived any claim she may have had regarding the allegedly  
15 missing earrings and failed to demonstrate that Mr. Furer stole, gave away, allowed others  
16 to take possession of or is himself in possession of the earrings.
- 17           26. Mrs. Furer should be held in contempt of Court with respect to Judge  
18 Schumacher's Order of January 7, 2005.
- 19           27. Mrs. Furer should be held in contempt of this Court's multiple Orders  
20 regarding automobile insurance.
- 21           28. Mrs. Furer should be sanctioned with respect to the Motion for Protective  
22 Order . . . Motion for Sanctions for Continued Discovery Abuses, which was submitted for  
23 decision herein on June 12, 2007.
- 24           29. Mrs. Furer should be sanctioned for her multiple violations of Rule 11 of the  
25 Nevada Rules of Civil Procedure.
- 26           30. If either party fails or refuses to execute the documents reasonable and  
27 necessary to complete the transfer of the assets pursuant to the terms of these Findings of  
28 Fact, Conclusions of Law and Decree of Divorce, the other party should be permitted to

1 make a written application to the Court on two-days' notice to the other party and the Court  
2 may then direct the clerk of the court to execute the documents on behalf of the party who  
3 refuses to do so — subject to the jurisdiction of this Court or the Nevada Supreme Court to  
4 enter a stay pending appeal.

5 31. Mr. Furer should be permitted to pay from the accumulated dividends and  
6 interest received after November 14, 2006 on Mrs. Furer's Washington Mutual stock the  
7 reimbursements to which he is entitled, the \$7,504.50 sanction which Mrs. Furer has not  
8 paid and the judgments entered against Mrs. Furer and in favor of her former attorneys.

9 32. If the dividends and interest to which Mrs. Furer is entitled are insufficient to  
10 make these payments, Mr. Furer should be required to obtain the necessary funds by  
11 selling the minimum necessary number of Mrs. Furer's shares of stock at the then  
12 prevailing market price, as early as reasonably possible, on the 21st day following entry of  
13 these Findings, Conclusions and Decree. If the 21st day falls on a non-business day Mr.  
14 Furer should be required to sell the stock on the first business day following the 21st day.  
15 Mr. Furer should withhold 16% of the sale's proceeds as the estimated tax arising out of  
16 such sale. Mrs. Furer should be required to report and pay the taxes on the gains from the  
17 sale of the portion of her 570,000 shares of stock. Mrs. Furer should promptly provide Mr.  
18 Furer with copies of her federal income tax return which reflects that she has reported the  
19 gains from the sale of that portion of her 570,000 shares of stock that was necessary to  
20 pay her obligations hereunder, and which reflects the amount of taxes due arising from  
21 such sale. Mr. Furer should then pay the IRS directly for the taxes arising from such sale  
22 with the money he has withheld. To the extent there are funds remaining from the amount  
23 Mr. Furer has withheld, he should be required to promptly pay those funds to Mrs. Furer.  
24 To the extent the funds withheld are not sufficient to pay the taxes, Mrs. Furer should be  
25 responsible for any such tax deficiency.

26 33. Mr. Furer cites Jones v. Jones, 86 Nev. 879, 883-4, 478 P.2d 148, 151  
27 (1970) for the proposition that a spouse is entitled to damages for a breach of a marital  
28 settlement agreement. The ruling in that case is specifically limited to "a post-divorce

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action on a non merged agreement for support." The Jones court notes that "an agreement between the husband and wife is not binding upon the court in the original divorce proceeding."

34. Mrs. Furer's challenges to the MSA were made in good faith and her lack of compliance with the MSA before it was determined to be valid by the Court does not give rise to a claim for contract damages.

35. The assets to which Mrs. Furer is entitled under the MSA and the orders of this court should be paid to her promptly.

36. The interim support orders should be immediately vacated.

37. The mutual financial restraining order should be immediately vacated.

Except as specifically provided herein, the parties should each be allowed to manage and control the property and assets awarded to each of them respectively as they each see fit in their sole and absolute discretion.

LET JUDGMENT BE ENTERED ACCORDINGLY.

**DECREE OF DIVORCE**

NOW, THEREFORE, in consideration of the law and the evidence submitted and in conformity with said Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The bonds of matrimony now and heretofore existing between the Petitioners be, and the same are hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to plaintiff, Andrew Furer, and each of the parties is hereby restored to the status of a single, unmarried person.

2. All rights and obligations of the parties arising out of and incident to the marriage of Petitioners, including a division of their marital, community and separate property and their marital, community and separate debts, shall be in accordance with this order and the terms and provisions of the parties' written Marital Settlement Agreement dated July 9, 2004, including its restatement of terms from the Post-Nuptial Agreement

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dated May 5, 2004, and said Agreement is hereby ratified, approved, incorporated but not merged into this Decree of Divorce, and the parties hereto are hereby ordered to comply with the terms and conditions of the same.

3. Subject to the offsets set forth below, Mr. Furer shall be required to transfer the 570,000 shares of Washington Mutual stock to Mrs. Furer within 30 days of the date of this Order. Mrs. Furer shall be entitled to any dividends paid on the 570,000 shares after November 14, 2006 together with any interest earned on those dividends. All other assets to which Mrs. Furer is entitled under the MSA shall be transferred to her within 30 days from the date of this order.

4. All support/attorney fee payments made to Mrs. Furer on or before November 14, 2006 are here pursuant to NRS 125.040 and that no reimbursement for such amounts is due. All support/attorney fee payments made to Mrs. Furer after November 14, 2006 are subject to the parties' Marital Settlement Agreement and Mr. Furer is entitled to reimbursement of those payments from Mrs. Furer.

5. Mr. and Mrs. Furer shall be required to file their income tax returns for 2004, 2005, 2006, 2007 and each year thereafter consistent with the terms of this order and the MSA. To the extent that either party filed any tax return or returns for any of those years in a manner that is not consistent with the terms of this order and the MSA the party or parties who did so shall file amended returns. The parties shall within 120 days from the date of this order provide the other with copies of their returns and amended returns for the years 2004 through the tax year following the year in which the Decree of Divorce is entered.

6. Mrs. Furer shall personally make the annual tax free gifts for years 2004 - 2007 to the parties' son, Alexander within 90 days from the date of this order. Mrs. Furer shall be responsible for any tax liability or obligation arising out of her failure to make such gifts in a timely manner.

7. Mrs. Furer shall reimburse Mr. Furer the sum of \$6,735, without interest, that he incurred in connection with providing automobile insurance for her vehicles.

1           9. Mrs. Furer is entitled to retain possession and ownership of the personal  
2 property that is currently and actually in her physical possession. With the exceptions  
3 noted below, Mr. Furer is entitled to retain possession and ownership of the personal  
4 property in his possession. If, in the future, Mr. Furer should locate any additional family  
5 photographs that have not been previously provided to Mrs. Furer or her counsel or if he  
6 locates any of the items of personal property that are awarded to Mrs. Furer under the  
7 MSA which she claims are missing, he shall have those items promptly delivered to her.  
8 Mr. Furer is ordered to use his best efforts to locate the items that Mrs. Furer claims  
9 remain in his possession within 45 days from the date of this order.

10           9. If either party fails or refuses to execute any documents that are reasonable  
11 or necessary to complete the transfers of the assets pursuant to the terms of these  
12 Findings, Conclusions and Decree, the other party may file a written application to this  
13 Court on two days' notice to the other party and the Court may then direct the clerk of the  
14 court to execute the documents on behalf of the party who refuses to do so - subject to the  
15 jurisdiction of this Court or the Nevada Supreme Court to enter a stay pending appeal.

16           10. Mr. Furer is ordered to pay from the dividends and interest accumulated after  
17 November 14, 2006 in relation to Mrs. Furer's Washington Mutual stock pay the  
18 reimbursements awarded to him pursuant to these Findings, Conclusions and Decree, the  
19 prior sanction of \$7,504.50 Mrs. Furer has not paid, and the judgments in favor of Mrs.  
20 Furer's former attorneys.

21           11. If the accumulated dividends and interest are insufficient for these purposes,  
22 Mr. Furer shall obtain the balance of necessary monies by selling the minimum necessary  
23 shares of Mrs. Furer's stock at the then prevailing market price, as early as reasonably  
24 possible on the 21st day following entry of these Findings, Conclusions and Decree. If the  
25 21st day falls on a non-business day Mr. Furer shall sell the stock on the first business day  
26 following the 21st day. Mr. Furer shall withhold 16% of the sale's proceeds as the  
27 estimated tax arising out of such sale. Mrs. Furer shall be required to report and pay the  
28 taxes on the gains from the sale of that portion of her 570,000 shares of stock which are

1 sold to pay her obligations hereunder. Mrs. Furer shall promptly provide Mr. Furer with  
2 copies of her federal income tax return which reflects that she has reported the gains from  
3 the sale and which reflects the amount of taxes due arising from such sale. Mr. Furer shall  
4 then pay the IRS directly for the taxes arising from such sale with the money he has  
5 withheld. To the extent there are funds remaining from the amount he has withheld, Mr.  
6 Furer shall promptly pay those funds to Mrs. Furer. To the extent the funds withheld are  
7 not sufficient to pay the taxes, Mrs. Furer shall be responsible for any such tax deficiency.

8 12. For her conduct and various previously unadjudicated contempts and NRC  
9 11 violations, Mrs. Furer is sanctioned in the amount of any attorney fees to which she  
10 might otherwise have been entitled.

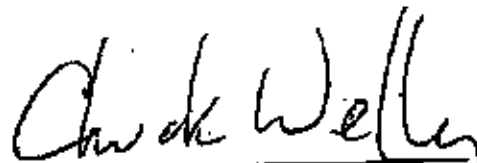
11 13. The interim support orders entered in this case shall be and hereby are  
12 immediately vacated.

13 14. The mutual financial restraining order entered in this case shall be and  
14 hereby is immediately vacated. Except as specifically provided herein, each party shall  
15 have the right to manage and control the property and assets awarded to each of them  
16 respectively as they each see fit in their sole and absolute discretion.

17 15. All other relief requested by either party is denied.

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19 LET JUDGMENT BE ENTERED ACCORDINGLY.

20 ORDERED and DATED this 22nd day of February, 2008.

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DISTRICT JUDGE