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February 28, 2008

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Re: Furer v. Furer

Dear Bob:

As you know, the Court recently entered the final Decree of Divorce in this matter. By now you should have received our Notice of Entry. I expect that both parties will be dissatisfied with portions of Judge Weller's decision. Mr. Furer has filed a Notice of Appeal that will be sent by separate cover. Please let me know how your client would like me to refer to her in future correspondence given the fact of the divorce, ie, Miss, Ms, Mrs., etc.

As you will recall, under the Decree which incorporates the MSA and portions of the PNA, your client is entitled to receive the Paris condo and the Manila condo. Mr. Furer does not intend to contest that portion of the Decree in any appeal. He is prepared and ready to transfer title to these properties to your client. Please provide me with the appropriate title documents for his signature. I believe that your client's Las Vegas home is already in her name alone and that Mr. Furer has already signed a quitclaim deed, however, if you want Mr. Furer to sign another quit claim deed to clarify that it is her sole and separate property please let me know.

We will need to talk about how to handle the various bank accounts which were awarded to our respective clients. I would be interested in hearing your thoughts on this issue. As we have previously noted, the balance in the bank account in Paris which is used to pay expenses in connection with the Paris condo is precariously low. We will also need to talk about the various attorneys' liens and how they will be handled. Obviously Mr. Furer cannot transfer any wealth to your client without first honoring the liens. The lien holders have already been sending me demand letters which include their interest calculations. Is it your client's intention to appeal and bond the lien orders?

the debts and offsets on the 17th. As a possible solution, Mr. Furer is willing to stipulate that the 21 day time period be stayed and should run from the date of notice of entry of the Court's decision with respect to your post-decree motion. I would note that if we stay the sale of a portion of the stock we would also have to stay the date on which the balance of the stock is transferred as we would not know what the balance will be.

I would further note, however, that the value of the WAMU stock continues to plummet. It closed at under \$11 per share today. There is, therefore, some risk that the stock may continue to decline in value. If the value of the stock falls even further during this possible stay it would require Mr. Furer to sell more of her stock to satisfy her debts - assuming the Court affirms its earlier motion and rejects the relief sought in your post-decree motion. If the stock increases in value during the delay and the Court rejects your requested relief, less stock would have to be sold to satisfy her debts. We have no way of knowing if the stock will increase or decrease in value or by what amount during any possible stay nor does Mr. Furer have any opinion in that regard.

Please let me know as quickly as possible your thoughts and how you would like to proceed with respect to the dividends, offsets and court ordered sale of some portion of Mrs. Furer's stock.

You appreciate that particularly in light of the decline in the value of the WAMU stock I firmly believe that the parties should seek an immediate and final solution to this divorce to obviate the need for an appeal, post-decree practice, stays and bonds on appeal. However, given the history of this case, that seems unlikely. Mr. Furer and his counsel will, however, fairly and promptly evaluate and respond to any thoughtful universal settlement proposal you and your client may have.

Sincerely yours,


Shawn B Meador

SBM:vms
cc: A. Furer
K. Robison, Esq.
J. Cho, Esq.