

EXHIBIT D

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1 Q If you intended to move in that direction, why
 2 did you immediately make dates or arrangements with
 3 other women and have them come to the home immediately
 4 after execution?
 5 A Because that was the purpose of this agreement.
 6 The purpose --
 7 Q Explain that for me.
 8 A The purpose of the agreement was that we were
 9 effectively going to separate, live in separate houses.
 10 We would visit each other from time to time, but would
 11 largely have separate lives.
 12 This was patterned on an arrangement that one
 13 of our close family friends had had in a troubled
 14 marriage situation, so that was the purpose, and the
 15 purpose was that she would buy her own separate house, I
 16 would have the Incline house as my separate house, we'd
 17 see each other when we felt that it was appropriate.
 18 We'd have our own lives as we felt appropriate, and
 19 perhaps absence might make the heart grow fonder and we
 20 might come back together again. I'm sorry, is that
 21 responsive? Because I forgot what the question was. I
 22 think that's the end of the answer.
 23 Q Can you read my question back, please?
 24 (The record was read by the reporter.)
 25 THE WITNESS: And to add to that further, one

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1 of the problems in our marital relationship was the
 2 absence of a sexual component to the relationship, and
 3 it was my understanding that -- it was the mutual
 4 understanding of the parties that I could go out and
 5 have relationships with other women and there was a
 6 chance that of getting that out of my system, living
 7 apart separately after a number of years, might create
 8 the possibility where we might ultimately decide that
 9 we're better off being together than being divorced.
 10 Also, there were substantial financial reasons to remain
 11 married, even though we were living apart.
 12 BY MS. MAHAN:
 13 Q What were those financial reasons?
 14 A There were major income tax and estate tax
 15 benefits that would accrue -- that could accrue to the
 16 benefit of our son or to the survivor of both of us upon
 17 the death of one or the other, and this agreement --
 18 those benefits it was my understanding would not accrue
 19 if we were divorced.
 20 Q The answer you just gave to that question, is
 21 that one reason why in January of 2004, you indicated to
 22 Ellie you did not want a divorce?
 23 A That's a very broad question. Are you saying
 24 back -- can you rephrase it again?
 25 Q Well, let me do that. Isn't it true that in

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1 January of 2004, there had been some discussion of
 2 divorce and you told Ellie you didn't want a divorce?
 3 A I believe that's correct, yes.
 4 Q And what was your reasoning? Why didn't you
 5 want a divorce at that time?
 6 A At that time I still felt a strong emotional
 7 tie to her. I still felt love for her, and I was
 8 fearful of being alone and by myself. I have very few
 9 relatives, a small family other than my son, and at that
 10 time wished to -- felt emotionally that I wanted to
 11 remain married to her.
 12 Q Why did you leave sex toys and other objects
 13 around the home for Ellie to find when she came home to
 14 Incline Village?
 15 A Can you specify when that was?
 16 Q That would be when she went down immediately
 17 after the signing of the postnup, June 2nd.
 18 A First of all, to the best of my recollection,
 19 they were packed in a suitcase in a second floor bedroom
 20 that she discovered by going through some of my personal
 21 effects. That's the best of my recollection, so I
 22 didn't leave sex toys for her to find.
 23 There were -- there was a claim that other
 24 objects were left, and I don't recall ever seeing those
 25 objects.

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1 Q What objects are you referring to?
 2 A Let me correct myself on that. I believe there
 3 was a discussion of a panty and a veterinary absorbant
 4 pad that was left in one of the upstairs bedrooms, and I
 5 didn't know that they were there, didn't have an
 6 intention for her to find them or to see them, but the
 7 house was mine at that time, so I didn't feel that I
 8 needed to sanitize the house in any way, shape or form.
 9 That's my answer.
 10 Q What is a veterinary pad?
 11 A I was at the time seeing a woman who was a
 12 veterinary technician and she brought an absorbant --
 13 some kind of a thing that they use when they're
 14 operating on animals to catch fluids or to catch urine
 15 or things like that, and I believe that's the pad that
 16 has been discussed.
 17 Q Do you have any idea why she would have brought
 18 that to the home when she was seeing you?
 19 A Yes.
 20 Q And why is that?
 21 A Because we had planned to engage in intimate
 22 sexual activities together and she planned to use that
 23 pad as lining for beds or floor so there would be no
 24 spillage of bodily fluids on the floor or the carpet.
 25 Q So I'm picturing something small, but obviously

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1 based on what you just stated --

2 A I don't recall the size. It was not -- my

3 recollection, I could be wrong, is that it's not a

4 tampon or something of that sort, but something that is

5 used in the veterinary --

6 Q More like a sheet?

7 A I don't recall. I'm just estimating it might

8 have been four-by-six inches or something like that, but

9 it's an absorbant pad of some sort.

10 Q So is it your testimony today that at the time

11 these events were occurring at the Incline Village

12 residence, you did not expect that Ellie would be back

13 in that home?

14 A No, I did expect her to be back in the home,

15 but it was my home and it was a purpose of the agreement

16 for me to be able to have these other relationships.

17 She knew that I was going to have them, so I didn't feel

18 a need to hide them, so that's my testimony, but I

19 didn't leave them out deliberately, either.

20 Q Do you understand her sense that she had been

21 betrayed after signing the postnuptial?

22 A Not really.

23 Q Would you characterize Ellie as an emotional

24 person?

25 A Yes.

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1 Q Did her reaction to finding the sex objects and

2 the pad you mentioned in the house surprise you?

3 A Actually, it did surprise me.

4 Q How so?

5 A Since she knew that a purpose of the agreement

6 was to have the ability to meet other women, I thought

7 that was understood and implicit that I could do so.

8 Commencing the date of execution of the

9 postnuptial agreement, the house became my house and I

10 thought it was implicit that I could go ahead with the

11 purpose of the agreement to start my separate life

12 starting from that day, so I was surprised at the time

13 when she did raise those questions about finding those

14 objects.

15 Q So do you not ever recall saying to Ellie

16 anything like, our lives are just going to continue to

17 be the same, just sign this, you'll have your money for

18 charity, but we'll still be together, everything will be

19 the same?

20 A Can you give me a time frame when I allegedly

21 made those comments?

22 Q During the month -- I would say month prior to

23 the signing of the postnuptial agreement.

24 A I absolutely do not recall having said any such

25 thing.

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1 Q You do not recall during that period ever

2 giving her reassurances of any kind that your lives

3 would basically stay the same?

4 A Absolutely not. Well, reassurances of any

5 kind?

6 Q Let's just remove those words. Do you recall

7 giving her reassurances that your lives would stay the

8 same?

9 A That makes the question broader. For example,

10 we were going to remain married in name. That was

11 something that was going to remain the same. She was

12 going to have a separate residence in her own name, that

13 was going to be different, so the things that were

14 contemplated and expressly contemplated in the

15 postnuptial agreement were going to be different.

16 Q Let's take a short break.

17 (A recess was taken.)

18 BY MS. MAHAN:

19 Q In January of 2004, were you meeting with

20 Woodburn and Wedge to prepare documents relating to the

21 postnuptial?

22 A I can't recall when I first contacted Woodburn

23 and Wedge to prepare a postnuptial, but I believe my

24 first contact was to prepare a marital settlement

25 agreement, but I could be wrong about that recollection,

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1 but I can't recall when that first started.

2 Q And did you meet with Don Ross regarding tax

3 implications of the postnuptial?

4 MR. MEADOR: Which postnuptial, counsel? You

5 asked him a question about a potential postnuptial back

6 in 2002 for which I had no objections. If we're talking

7 about a postnuptial in 2004, then I would object on the

8 basis of attorney-client privilege.

9 BY MS. MAHAN:

10 Q Did you meet with Don Ross regarding tax

11 implications of a postnuptial or a marital settlement

12 agreement in 2002?

13 A Yes.

14 Q Was Ellie involved in these discussions with

15 Don Ross or with Mr. Meador?

16 A Which discussions are you referring to?

17 Q The discussions in 2002.

18 A Mr. Meador was not involved with this matter to

19 the best of my recollection in 2002. She was involved

20 with some of the discussions and she was a client of the

21 firm in 2002. I can't recall which discussions she

22 physically participated in and which she did not.

23 Q Did you discuss tax implications of the most

24 recent postnuptial or marital settlement with Don Ross?

25 MR. MEADOR: Object, attorney-client privilege.

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1 Q Did you own them prior to marriage?
 2 A No.
 3 Q So when you say separate assets, you're not
 4 meaning the legal definition of separate property?
 5 A That's my opinion of what it is, yes, I am
 6 meaning that. It's my opinion. I'm not an expert in
 7 matrimonial law, but that is my opinion.
 8 Q But it did bother you that she might spend
 9 10,000 or somewhere in that neighborhood on these
 10 charitable type events of hers?
 11 A I think you're mischaracterizing what I said.
 12 Q Can you correct me?
 13 A It bothered me that she would spend those sums
 14 of money without asking me in advance.
 15 Q Did you threaten to cut off her ability to
 16 continue to provide funds for the celebration?
 17 A I don't recall exactly what threats that I
 18 made. I know there was some anger that was created as a
 19 result of this, so I don't recall if I made specifically
 20 that threat or some other threat or what I said in
 21 anger.
 22 Q So would that mean that you also do not recall
 23 telling her that you would tell people in the local
 24 community there, in the Philippines that she had stolen
 25 the funds from you?

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1 A I might have said such a thing in anger, yes.
 2 Q And do you have an understanding of the level
 3 of shame and embarrassment that would cause her if you
 4 had done that, if you had carried through with your
 5 threats?
 6 A I didn't intend to do that. I don't know what
 7 the level of shame or embarrassment she would have felt.
 8 I didn't intend to do it. It was a statement that I
 9 made in anger, so I don't know --
 10 Q But you never had an intention of actually
 11 telling people that she had stolen money from you?
 12 A No.
 13 Q Do you recall Mrs. Furer's testimony that she
 14 had initially asked for a divorce in June or July of
 15 2003?
 16 A Yes.
 17 Q Do you recall what your reaction was at that
 18 time to her desire for a divorce?
 19 A I don't recall that specific request for a
 20 divorce because there were requests for divorce many,
 21 many times over the duration of our marriage, so I don't
 22 recall that specific one.
 23 Q When you say requests for divorce, do you mean
 24 by Ellie alone, or by both of you at different times?
 25 A By Ellie alone. Mostly by Ellie because I

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1 don't recall having made requests for a divorce
 2 previously; but the marriage was troubled for a long
 3 time and there were various times when she was going to
 4 leave and things like that, so I don't recall that
 5 specific time.
 6 Q Do you recall looking for homes in Las Vegas
 7 with Ellie?
 8 A When? May I ask you when? Yes, I do recall.
 9 Q Ever.
 10 A Yes.
 11 Q When do you first recall looking for homes in
 12 Las Vegas with Ellie?
 13 A It was either -- sometime before 2004. I know
 14 we had at least one or two trips that were separated in
 15 time by quite a lot of time to look at houses in Las
 16 Vegas, but I'm not sure of the exact dates, but I know
 17 there was at least one instance that was prior to the
 18 January, 2004 episodes that were testified to yesterday.
 19 There might have been two or possibly more than two.
 20 Q In January, 2004 when you were looking for
 21 homes in Las Vegas, do you recall telling her that you
 22 wanted to get a home that had a study or an office?
 23 A Yes.
 24 Q And do you recall expressing to her that you
 25 wanted a larger home than the one she had originally

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1 wanted?
 2 A Yes.
 3 Q Did you buy her a car during that time period?
 4 A I bought the family a car.
 5 Q And when you say that, you mean you expected
 6 that you would drive it?
 7 A No, I expected that the title would be held in
 8 the name of the Andrew and Eloisa Furer Trust, which it
 9 was held, and that's what I expected the ownership of
 10 the car would be.
 11 Q At that time how many cars did you have
 12 already?
 13 A We might have had three others at that time.
 14 Q And what was the purpose of buying that car?
 15 A I had urged -- she often drove most -- I'm
 16 sorry, she had a sports car that was also in the name of
 17 the family trust that was quite old, 1988 sports car.
 18 I felt there was safety issues and I had urged
 19 her for quite some time because neither I or my son
 20 enjoyed that car and I felt there were safety issues. I
 21 had urged her to consider getting a safer vehicle to
 22 replace that vehicle.
 23 Q And before you went down to Vegas to look for
 24 homes, had you discussed with her that you would also
 25 look for cars?

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1 A I don't recall if I had done so before.
 2 Q Was that car purchased in Las Vegas?
 3 A Yes, it was.
 4 Q During the period that we're now speaking about
 5 when you were looking for the homes in Las Vegas and the
 6 period when you bought the car, would you say that you
 7 and Ellie were getting along fairly well?
 8 A No.
 9 Q You were arguing frequently during that time?
 10 A We argued practically every day of our marriage
 11 for at least the last ten years about something.
 12 Q Do you recall suggesting to Ellie prior to the
 13 signing of the postnuptial agreement and during the
 14 draft process that you would sell the home in Incline
 15 Village despite the language contained within the
 16 postnuptial agreement?
 17 A I'm sorry, can you --
 18 Q Do you recall -- first let me clarify the time
 19 period I'm talking about. I'm talking about prior to
 20 the signing of the postnuptial and during the latter
 21 part of the negotiations prior to the signing.
 22 Do you recall ever telling Ellie that you would
 23 sell the Incline Village home?
 24 A Prior to the postnuptial?
 25 Q To the signing, yes.

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1 A Yes, I believe I discussed the possibility of
 2 selling it.
 3 Q And do you recall the context in which you
 4 discussed that with her?
 5 A I believe there might well have been more than
 6 one discussion over an extended period of time going
 7 back several years, even prior to 2003, about selling
 8 the Incline home, so can you be more specific?
 9 Q During this particular time period --
 10 A For example, I'm not trying to be combative.
 11 We considered buying a 60 acre parcel house in Washoe
 12 Valley which we were in escrow in in fact.
 13 There was another house down there that we were
 14 in escrow in several years ago and the concept would
 15 have been to sell the Incline house and move down there.
 16 Is that what you're referring to, or --
 17 Q No, I'm basically referring to shortly before
 18 execution of the postnuptial agreement, wasn't it true
 19 that you led Ellie to believe that there was a good
 20 possibility you wouldn't stay in that house in Incline,
 21 that there might be a ski chalet or something small up
 22 there, but that your main residence would be together in
 23 Las Vegas?
 24 A No.
 25 Q Not even in January of 2004?

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1 A There was a possibility -- among a number of
 2 different alternatives that were considered was the
 3 possibility that we might sell that house, but I never
 4 said that I was going to sell that house to the best of
 5 my knowledge at that time. We considered many different
 6 options.
 7 Q Did you kick Ellie Furer in June of 2004?
 8 A To the best of my recollection, I did not make
 9 contact with her. I do recall stamping my foot down in
 10 disgust when she was speaking abusively to the bank
 11 manager, but to the best of my knowledge, I didn't have
 12 contact with her, but it's possible that I did. If I
 13 did, it was not my intention to have contact with her.
 14 Q Did you ever contact the sheriff's department
 15 in Incline Village or the police department, whichever
 16 it's called, to come to your home during the past
 17 year-and-a-half?
 18 A Yes.
 19 Q Are you concerned that you may have a criminal
 20 record as a result of the battery charge?
 21 A I expect to be acquitted, but the concept of
 22 having a criminal record is something, of course,
 23 concerning.
 24 Q Where were you physically in the United States
 25 when you signed the marital settlement agreement?

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1 A Can you give me a specific date? I don't
 2 remember if I -- did I sign it more than once? I can't
 3 remember if I signed it more than once. I know she
 4 signed it more than once.
 5 Q I don't have a specific --
 6 A If you could refresh my memory with a document,
 7 I would be happy to look at it because I believe there's
 8 a notary stamp on the document.
 9 Q I believe it was July 9th, this copy that I
 10 have.
 11 A My recollection is that it was signed in -- if
 12 I could look at the document to refresh my memory, I can
 13 tell you because it was notarized in a UPS office or one
 14 of those package offices if this is the document you're
 15 referring to.
 16 Q Were you in Nevada?
 17 A I don't believe so. My recollection is I
 18 signed it in California, but again, I'm not certain
 19 which document I signed in California.
 20 Q The home that Ellie purchased in Las Vegas, did
 21 she express to you that she wanted the two of you to
 22 purchase that together?
 23 A When?
 24 Q In the month prior to the purchase.
 25 A The month prior to the purchase --

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1 account was so that she would confine the gambling to
 2 what was in there and I didn't appreciate her taking
 3 money out of the accounts without her telling me.
 4 I would receive bounced checks, things like
 5 that if money was gone that I didn't know was gone, but
 6 I never had her restore those funds to me or anything of
 7 that sort.
 8 Q Who is Jason Spence?
 9 A I'm not sure that I recognize the last name,
 10 but there's a Jason individual who I've never met, nor
 11 have I ever spoken to, who is the committed boyfriend of
 12 a woman who you're seeking to take the deposition of by
 13 the name of Jo Biasi and whose name a cell phone that Jo
 14 occasionally contacted me on was registered.
 15 Q So Jo Biasi's committed boyfriend is not named
 16 Jason Spence?
 17 A I don't know his last name. I know him by the
 18 name Jason.
 19 Q And who is Jo Biasi?
 20 A Jo Biasi is a female friend of mine who I've
 21 known for several years.
 22 Q And how did you meet her?
 23 A I met her over the Internet. She is an
 24 employee of an entity, or has worked with an entity. I
 25 don't know if she's an employee or an independent

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1 contractor, of an entity called Fantasy Makers.
 2 Q What does Fantasy Makers do?
 3 A Fantasy Makers is an entity that provides
 4 professional domination services.
 5 Q Obviously for a fee?
 6 A That's correct.
 7 Q It's --
 8 A Professionals, yes.
 9 Q Have you retained that company in that
 10 capacity?
 11 A I visited that company several times, yes.
 12 I've been a customer of that company.
 13 Q That would have been a better phrase, have you
 14 been a customer of that company?
 15 A Yes.
 16 Q And who is Nancy Irwin?
 17 A I don't know anybody by the name of Nancy
 18 Irwin.
 19 Q Do you know --
 20 A I know somebody by the name of Nancy.
 21 Q But you don't know the last name?
 22 A I don't know the last name.
 23 Q And who is this person we're speaking of that
 24 you know of as Nancy?
 25 A I know someone by the name of Nancy Novak and I

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1 believe that somebody who has been noticed for a
 2 deposition saw the name Nancy Novak Irwin. I don't know
 3 if that's the same individual.
 4 Q And who is that person to you?
 5 A Nancy Novak is a professional dominatrix.
 6 Q Do you know where she resides?
 7 A I believe she resides somewhere in North Lake
 8 Tahoe, possibly Incline Village.
 9 Q How about Jo Biasi, do you know where she
 10 resides?
 11 A Somewhere in the east bay, around Hayward.
 12 Q Bay Area?
 13 A Bay Area.
 14 Q Who was in charge of paying the monthly bills
 15 when you and Ellie were living together as a married
 16 couple?
 17 A Well, there are a lot of different kinds of
 18 bills. For example, many of the bills were paid
 19 automatically, so they were paid automatically. Other
 20 bills, I would pay.
 21 Most of the living expense bills I would pay.
 22 Ellie would pay all the bills relating to the
 23 Philippines condominium. I never paid any of those, and
 24 I would pay most of the bills relating to the Paris
 25 condominium.

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1 Q Would it be accurate to say that Ellie has no
 2 real idea the amount of money it takes -- strike that.
 3 Would it be accurate to say, that Ellie to the
 4 best of your knowledge had no idea of the amount of
 5 money it took to maintain your household and pay your
 6 expenses on a monthly basis?
 7 A That's a characterization. It's hard to -- I
 8 don't know if it's accurate to say she had no
 9 understanding. Can you be more specific?
 10 Q What do you think her understanding was of
 11 that?
 12 A Well, she knew, for example, that during the
 13 time that I was receiving a retainer from Castine
 14 Partners, that that retainer income would be deposited
 15 in our joint bank account and that joint bank account
 16 was the source of the payment of our credit cards and
 17 the like.
 18 She knew occasionally that money would have to
 19 be transferred from -- not too often, but sometimes
 20 would have to be transferred from some of our securities
 21 accounts to the Bank of America accounts because there
 22 wasn't enough money in the Bank of America account to
 23 pay those bills, so she had some understanding of the
 24 amount of money that was coming in and coming out.
 25 She also reviewed credit card expenses --

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1 credit card statements almost on a monthly basis and
 2 almost on an item by item basis to make sure there were
 3 no erroneous charges, that credits or returned items
 4 were applied, things like that.
 5 She also knew that most of our living expenses
 6 were charged to our credit cards because we could get
 7 frequent flier miles if we tried to make a practice to
 8 charge as much as possible to our American Express card.
 9 She also saw our tax returns, and I don't know
 10 to what extent she studied them or whatever, but they
 11 were statements, for example, that showed how much our
 12 mortgage interest payments were for a year.
 13 She also reviewed or was aware of our insurance
 14 payments because she got involved with changing
 15 insurance companies because she was concerned, and I did
 16 so at her request, because she was concerned that our
 17 previous insurance was charging us too much money. That
 18 was an amount of money that was roughly 16 to \$18,000 a
 19 year for various insurance, so there were different
 20 involvements that she had.
 21 She was also involved in the medical expense
 22 payments. She handled all the medical insurance
 23 payments during the time that we were happily -- not
 24 happily, strike that, during the time we were together.
 25 That was something she handled that I didn't handle, so

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1 she was aware of a substantial component of our living
 2 expenses and that's what she was aware of. I don't know
 3 how you'd characterize that.
 4 Q Is it fair to say that Ellie trusted you?
 5 A Well, she said in her testimony yesterday that
 6 at a certain point she no longer trusted me, so it's not
 7 fair to say it because she right now doesn't trust me.
 8 She said she didn't trust me at points in time
 9 when she suspected that there were hidden assets, so
 10 it's not fair to say it.
 11 Q Do you feel that during the bulk of the
 12 marriage she trusted you with financial matters?
 13 A I would say largely so, but she would make
 14 inquiries and so forth and make sure from time to time
 15 that our stockbroker wasn't stealing money from our
 16 account, because she also would say you don't review the
 17 statements, you're not taking care of our money, things
 18 like that, because some of the times I would not review
 19 the statements, so she didn't completely trust me with
 20 certain items, and she also many times said that she
 21 thought that there were possibilities that our
 22 stockbroker and other people handling my accounts could
 23 be taking money from my accounts.
 24 Q When you and Ellie married, and I realize this
 25 will be a guess on your part.

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1 MR. MEADOR: I object to guesses. If it's a
 2 reasonable estimate, I don't have an objection, but a
 3 guess I would object to.
 4 BY MS. MAHAN:
 5 Q A reasonable estimate then, what would you say
 6 was your net worth?
 7 A I can give you an outside because I don't
 8 remember what it was. I'm going to give you a number
 9 which it certainly wasn't more than, it may well have
 10 been substantially less than, probably less than
 11 \$150,000. That's my best estimate.
 12 Q And if you had to give -- what was that word
 13 you used, something estimate?
 14 MR. MEADOR: I just said reasonable estimate.
 15 It wasn't a term of art.
 16 BY MS. MAHAN:
 17 Q If you had to give a reasonable estimate of
 18 your net worth today, what would that be?
 19 MR. MEADOR: Are you talking about the total
 20 estate divided by both of them, the part to him in the
 21 postnuptial, the part to him under the marital
 22 settlement agreement?
 23 MS. MAHAN: I'm talking about the part to him
 24 if no agreements had been entered into at all and they
 25 were happily married.

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1 THE WITNESS: You're talking about all the
 2 assets that are the subject of this divorce action, so
 3 that includes -- if you can define it for me better,
 4 I'll be happy to listen to you.
 5 BY MS. MAHAN:
 6 Q Go ahead.
 7 A Are you counting the assets that I already gave
 8 her, because if we had not been happily married and so
 9 forth, those assets would have been already -- would be
 10 together, or what are you counting exactly?
 11 Q I'm just looking at the assets as if they had
 12 never been divided at all yet by a postnuptial or a
 13 marital settlement agreement.
 14 A So the things she now has in her own name would
 15 be back in the marital thing?
 16 Q Exactly.
 17 A I would say the gross value of our assets, that
 18 means the market value -- the estimated market value of
 19 the assets, without taking into account the tax
 20 considerations involved with selling any of those assets
 21 and defined in the way in which you defined them would
 22 be approximately somewhere between 75 and 80 million
 23 dollars.
 24 Q And it would be accurate to say then that those
 25 assets were earned and are accumulated -- that that

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1 amount, less your rough estimate of 150,000 net worth at
 2 the time of marriage, was accumulated during the years
 3 of marriage?
 4 A Yes, it was.
 5 Q Is it your belief that a large component of
 6 that is separate property?
 7 A My belief is that the postnuptial agreement is
 8 enforceable and it clearly sets forth our rights and
 9 interests and community property, separate property and
 10 so forth. I believe that's what the assets are.
 11 Q Okay. Prior to execution of the postnuptial
 12 agreement, was it your belief that a large component, a
 13 large chunk of that wealth was separate property?
 14 A I don't know the term, unfortunately, pardon
 15 me, because of my lack of knowledge, the term that's
 16 used in New Jersey. Can you define what --
 17 Q Let me clarify for you. You brought up the
 18 term separate property a little earlier today. At that
 19 time when you said that term, what did you mean and
 20 that's the meaning that I'm asking you about.
 21 A Property titled in my own name is what I meant.
 22 Q Now, during the marriage, who made the
 23 decisions as assets were acquired as to how they would
 24 be titled?
 25 A Most of the assets came from my employer and I

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1 would show up in the office one day and say, guess what,
 2 you've been given the option to buy this thing, sign
 3 here, so I would sign the documents the way that my
 4 employer prepared them.
 5 Q And in your mind, did you consider them to be
 6 Andrew Furer's?
 7 A Yes.
 8 Q You did not consider them to be Andrew and
 9 Eloisa Furer's?
 10 A No, not at all, because I understand that you
 11 can title property in different ways. You can have
 12 joint tenancy, you can have trusts, you can have
 13 tenancies -- different kinds of ways, and I felt that
 14 the way that the documents were read was the way that
 15 the assets were owned.
 16 MR. MEADOR: Do you need a break, counsel?
 17 MS. MAHAN: Yes.
 18 (A recess was taken.)
 19 (The proceedings concluded at 3:50 p.m.)
 20
 21
 22
 23
 24 Andrew Furer
 25 (Volume I)

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1 STATE OF NEVADA)
 2 COUNTY OF WASHOE) ss.
 3
 4 I, DIANNE M. BRUMLEY, a Certified Court Reporter
 5 and Notary Public for the County of Washoe, State of
 6 Nevada, do hereby certify that on _____, the
 7 _____ day of _____, 2005, I reported the
 8 deposition of _____ in the matter entitled
 9 herein; that said witness was duly sworn by me; that
 10 before the proceedings' completion, the reading and
 11 signing of the deposition (has/has not) been requested
 12 by the deponent or party;
 13 That the foregoing transcript is a true and
 14 correct transcript of the stenographic notes of
 15 testimony taken by me in the above-captioned matter to
 16 the best of my knowledge, skill and ability.
 17 I further certify that I am not an attorney or
 18 counsel for any of the parties, nor a relative or
 19 employee of any attorney or counsel connected with the
 20 action, nor financially interested in the action.
 21
 22
 23 DIANNE M. BRUMLEY, CCR #205, RDR, CRR
 24 CALIFORNIA CSR #6796
 25

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1 OFFICER'S ACTIONS RE SIGNING OF DEPOSITION
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 5 DATE
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 7 4-28-05 ORIGINAL SENT TO Mr. Meador
 8
 9 OTHER ACTIONS
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