

EXHIBIT

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23 August 2004

By Hand Delivery

Shawn B Meador
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511

Re: Furer Dissolution

Dear Shawn:

Unfortunately, this case has taken a very unhappy turn for both parties and litigation appears to be the course this matter is taking. In your letter of August 13, 2004, you accused Mrs. Furer of acting in an "intentional, mean-spirited and calculated" manner when she sent a "package" to Mr. Furer's mother.

When we speak of "intentional, mean-spirited and calculated" actions in this case, Mr. Furer must look to his own actions. With the ink barely dry on the post nuptial agreement, which confirmed that it was the parties' intention to preserve their marital relationship, Mr. Furer was contacting women in order to have extramarital sex. While Mrs. Furer was in Las Vegas looking for a new home, which Mr. Furer sought an interest in and he asked Mrs. Furer to assure that a dog run was to be installed so the family dogs would have a place, Mr. Furer was here bringing women into the marital home. Mr. Furer's insensitivity resulted in evidence of the affairs being rubbed into Mrs. Furer's face upon her return to the Incline residence. Evidence of Mr. Furer's infidelity was found in three separate locations. ↙

When Mrs. Furer did not respond as Mr. Furer wanted her to, he demanded that their marriage end. As Mr. Furer was aware that the sums awarded to Mrs. Furer by way of the post nuptial agreement were unconscionable, he agreed to sweeten the pot to procure a divorce. This divorce action, just as the post nuptial agreement was placed on Mr. Furer's time schedule. As the atmosphere in the marital home became uglier, Mr. Furer "may have kicked Mrs. Furer" in the leg to stop her from talking. ↙


Mr. Furer moved out and the parties agreed to a settlement. However, prior to the finalization of that settlement agreement, Mrs. Furer found evidence of three accounts, of which she had no knowledge. She asked for an explanation, when none was

forthcoming, she asked the Court to allow her to withdraw her acceptance of the settlement agreement. Eventually, these three accounts were explained to Mrs. Furer and she was ready to move forward with the parties' agreed upon settlement.

Mrs. Furer's home in Las Vegas was scheduled to close. Mr. Furer told her to go to Las Vegas to close the home and then return to the marital home in Incline Village to pack up her belongings. So, trusting Mr. Furer's word, she traveled to Las Vegas and Mr. Furer once again reneged on his word and filed a motion for exclusive possession of the marital residence. He did not honor his word that she would be allowed to return to the marital residence and pack all the belongings that the parties had agreed would be Mrs. Furer's by way of the post nuptial agreement and marital settlement agreement.

Although Mr. Silverman agreed to Mrs. Furer vacating the home, he did so based upon the fact that he believed that the parties were on the verge of reaching a settlement agreement and that Mrs. Furer would be leaving with all of her possessions. On Thursday, August 5, 2004, Mr. Silverman met with you and relayed to his client that the settlement was forthcoming on August 6, 2004. On August 6, 2004, Mr. Furer again reneged on the settlement.

On Monday, August 9, 2004, I met with you and then with Mrs. Furer. You gave me a list of items that Mr. Furer needed before he would agree to a settlement. By the end of the day, Mrs. Furer had agreed to a majority of the items on the list. On Tuesday, August 10, 2004, Mr. Furer's demands had changed once again. Again, by the end of the day, we had agreed on a majority of the terms. Then at the end of the day, Mr. Furer added another term.

This term called for Mrs. Furer to assure that the criminal charges against Mr. Furer were dismissed or he would not give her the additional stock contemplated by the marital settlement agreement. You and Mr. Furer know that such an assurance is not in the control of Mrs. Furer. 

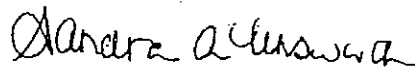
Upon review of the latest version of the settlement document, provided on Wednesday, August 11, 2004, it was clear that Mr. Furer was attempting to control Mrs. Furer's every financial move even in divorce. He directed that she had to open a trust to protect the money for her beneficiaries. He stated that he would deduct her "gift" of \$11,000.00 for the benefit of the parties' adult son from her separate money prior to distribution. He demanded that she open up her personal calendar and give him the right to a complete copy of the names, addresses and appointments contained therein. In short the newest marital settlement agreement was a series of extortionist demands and could constitute intimidation of a witness. In fact, the Washoe County District Attorney's Office has contacted Mrs. Furer and requested a copy of the "settlement" offer.

The final blow was on Friday, August 13, 2004, when you sent over the letter stating that Mrs. Furer had to execute the marital settlement agreement by 5:00 p.m. or the offer was withdrawn because Mrs. Furer had written to her mother-in-law. The single page letter with two photographs, depicting Mr. Furer and his girlfriend, was described as a "package" and now Mr. Furer has turned the tables and claimed it was Mrs. Furer who had behaved badly.

Mr. Furer has been acting in an "intentional, mean-spirited and calculated" manner. His conduct has been ethically repulsive.

Mrs. Furer will be filing her answer and counterclaim, as well as claims for the various torts that Mr. Furer has committed against her since May 6, 2004. Mrs. Furer will not execute any document that confirms the post nuptial agreement, which was fraudulently entered into by Mr. Furer, as his conduct less than 24-hours after the execution reveals he had no intention to protect the parties' marital commitment. Therefore, please find enclosed the check that was hand delivered to my office on August 19, 2004 in the amount of \$120,120.00. Mrs. Furer will not aid Mr. Furer's strategy to strengthen his claim that the Post Nuptial Agreement is valid. //

Sincerely,



Sandra A. Unsworth

SAU:aa
Enclosure
cc - E. Furer

CLIENT'S COPY

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775.324.1550 / 324.3512 Fax
Attorney for Eloisa Besada Furer

FILED
BY _____
CLERK

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

IN THE MATTER OF THE DIVORCE,
OF
ANDREW EARL FURER
AND
ELOISA BESADA FURER,
Joint Petitioners.

Case No. DV004-01732
Dept. No. 5

ANSWER TO CONTESTED COMPLAINT FOR DIVORCE AND COUNTERCLAIM

COMES NOW, Joint Petitioner, ELOISA BESADA FURER, as and for her answer to Joint Petitioner, ANDREW EARL FURER'S, Contested Complaint for Divorce alleges and avers as follows:

1. Mrs. Furer admits the information contained in paragraph 1. of Mr. Furer's Complaint.
2. Mrs. Furer admits the information contained in paragraph 2. of Mr. Furer's Complaint.

1 have been available after reasonable inquiry and, therefore, Mrs. Furer reserves the right
2 to amend her Answer to allege additional affirmative defenses if subsequent
3 investigation warrants the same.

4
5 COUNTERCLAIM

6 MRS. FURER, alleges and avers as follows:

7 1. Mrs. Furer is a resident of the State of Nevada, and is now, and for a period of more
8 than six weeks, and preceding the commencement of this action has been a bona fide resident
9 of the State of Nevada, and has continuously resided, and been actually physically and
10 corporeally present and domiciled during all of said period in the State of Nevada, and now
11 resides and is domiciled herein, and has had, and still has the intent to make the State of
12 Nevada her home, residence and domicile for an indefinite period of time.

13 2. The parties were married to each other on the 28th day of June, 1981, in the City of
14 Los Angeles, State of California, and ever since that time have been husband and wife.


15 3. That there are no minor children of the marriage. The parties have one adult son.
16 Mrs. Furer is not now pregnant to her knowledge.

17 4. The parties are incompatible in marriage.

18 5. On May 5, 2004, the parties entered into a written and properly executed Post Nuptial
19 Agreement, which comported to set forth each party's respective rights. The Post Nuptial
20 Agreement was entered into based upon the express condition that they "shall continue to live
21 together as man and wife for so long as they mutually desire to do so." Section III. of the Post
22 Nuptial Agreement. Apparently, Mr. Furer only had the mutual desire to continue to live
23 together as man and wife until the May 6, 2004, as on May 6, 2004, Mr. Furer began a course
24 of conduct to obtain a new love interest, wherein he invited two women to come and stay in the
25 marital residence, while Mrs. Furer traveled to Las Vegas to look for a new home there.
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27
28

1 6. On July 9, 2004, the parties entered into a written Marital Settlement Agreement.
2 This agreement modified the terms of the Post Nuptial Agreement to afford Mrs. Furer a
3 substantially larger portion of the marital estate. After the execution of the Marital Settlement
4 Agreement, Mrs. Furer discovered financial accounts, which were in Mr. Furer's name and not
5 contained in either the Post Nuptial Agreement or the Marital Settlement Agreement. Given a
6 concern over disclosure, Mrs. Furer asked the Court allow her to withdraw the Marital
7 Settlement Agreement for the Court's approval for investigation and disclosure related to these
8 three (3) accounts not listed in either the Post Nuptial Agreement or in the Marital Settlement
9 Agreement.
10

11 7. Mrs. Furer believes that the Post Nuptial Agreement is unconscionable and should not
12 be considered by the Court, as the agreement failed to provide Mrs. Furer with an equitable
13 distribution of the marital estate and as Mr. Furer did not enter into the agreement in an effort
14 to preserve the parties' marriage.
15

16 8. The execution of the Marital Settlement Agreement by Mr. Furer, which awarded
17 Mrs. Furer a substantially greater share of the marital estate, but still not an equal share of the
18 marital estate, confirms Mr. Furer's knowledge that the Post Nuptial Agreement must not be
19 ratified by this Court. 
20

21 9. As the Post Nuptial Agreement is unconscionable, the validity the Post Nuptial
22 Agreement and the Marital Settlement Agreement are matters to be reviewed this Court as a
23 matter of law. Further, Mrs. Furer executed the document under duress, causing there to be an
24 issue as to whether the agreement was entered into voluntarily.
25

26 10. There separate property, community property and jointly owned property of the
27 parties and the Court should make a fair and equitable distribution of said, separate property,
28 community property and jointly owned property.

1 11. Mr. Furer has engaged in conduct which culminated with his commission of an
2 assault and battery upon Mrs. Furer on or about June 30, 2004, in that Mr. Furer kicked Mrs.
3 Furer in the leg leaving a bruise. Mr. Furer was arrested and charged criminally for his violent
4 physical actions against Mrs. Furer by the Washoe County District Attorney's Office. As of
5 result of Mr. Furer's violent and wrongful conduct, Mrs. Furer has suffered substantial harm,
6 including emotional distress.
7

8 12. Mr. Furer has embarked on a course of conduct to harass, intimidate, and cause harm
9 and damage to Mrs. Furer. As a result of Mr. Furer's wrongful conduct, Mrs. Furer has
10 suffered substantial harm, including emotional distress.

11 13. Mr. Furer has engaged in a course of conduct intentionally designed to cause Mrs.
12 Furer severe emotional and physical distress. As a direct and proximate result of Mr. Furer's
13 wrongful conduct, Mrs. Furer has suffered severe and extreme emotional distress.
14

15 14. Mrs. Furer has been forced to retain counsel and incur attorney's fees and costs to
16 defend this action. Mr. Furer should be required to pay all such fees and costs.

17 WHEREFORE, Mrs. Furer prays for judgment as follows:

18 1. Granting to Mrs. Furer an absolute Decree of Divorce forever dissolving the bonds of
19 matrimony now and heretofore existing between her and Mr. Furer, and restoring Mrs. Furer to
20 the status of an unmarried person.
21

22 2. Ruling that the Post Nuptial Agreement was unconscionable and entered into under
23 duress by Mrs. Furer and fraudulently by Mr. Furer.

24 3. Dividing the parties' marital estate in a fair and equitable fashion in accord with the
25 law of the State of Nevada.
26

27 4. Allowing Mrs. Furer to recover her attorney's fees and costs associated with
28 defending this action.

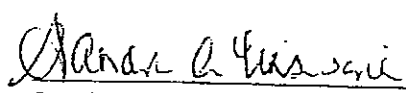
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5. A recovery of damages from Mr. Furer related to his wrongful and tortuous conduct in committing an act of domestic violence against Mrs. Furer.

6. A recovery of damages from Mr. Furer related to his wrongful and tortuous conduct, to include Mr. Furer's harassment, intimidation and intention infliction of emotional distress.

7. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 20th day of August, 2004.



Sandra A. Unsworth
Attorney for Eloisa Besada Furer

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SANDRA A.

UNSWORTH, and that on the date shown below, I

Deposited for mailing in the U.S. mail, with sufficient postage affixed thereto

Sent via Federal Express or other overnight delivery service

Delivered via facsimile machine to fax no.: _____

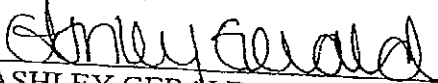
Personally delivered

Caused to be delivered via Reno-Carson Messenger Service

a true and correct copy of the foregoing document addressed to:

Shawn B Meador
Woodburn and Wedge
6100 Neil Rd., Suite 500
Reno, Nevada 89505

DATED: August 20th, 2004



ASHLEY GERALD