

## **18343E – RESPONDENT DOCUMENTS**

Form #E-3

Greater Las Vegas Association of REALTORS®  
6360 South Rainbow Blvd., Las Vegas, NV 89118  
702-784-5052

CASE NUMBER: 18343E

Reply (Ethics)

To the Professional Standards Committee of the

Greater Las Vegas Association of REALTORS®

Board or State Association

Filed November 20, 2018

Lindsey Antee

Linda Naw, ERA Brokers Consolidated

Complainant(s)

Respondent(s)

in a matter of alleged violation of the Code of Ethics or other membership duty as set forth in the bylaws of this Board.

Respondent(s) replies and substantiates such reply by the following facts and/or attached statement: see attached statement

This is true and correct to the best knowledge and belief of the undersigned. I (we) declare that to the best of my (our) knowledge and belief, the statements contained in this Reply are true and correct.

Boards or Associations of REALTORS® where I hold or have held membership in the preceding three (3) years:

Greater Las Vegas Association of REALTORS(R)

I understand that, if found in violation of the Code of Ethics or other membership duty, a respondent will be assessed an administrative processing fee of \$500.00.

Respondent(s):

Linda Naw, ERA Brokers Consolidated



Signature

Type/Print Name

2855 St. Rose Parkway, Henderson, Nevada 89052

Address

(702) 306-3587

Phone

Linda@nawrealestategroup.com

Email

Type/Print Name

Signature

Address

Phone

Email

RECEIVED NOV 20 2018 - LH

\*Fee not to exceed \$500 and may not be assessed unless the Board of Directors has established policy to assess this fee against respondents found in violation of the Code of Ethics or other membership duty.

R-1

**Greater Las Vegas Association of REALTORS®**  
**6360 South Rainbow Blvd.**  
**Las Vegas, NV 89118**

CASE NUMBER: 18343E

**Notice of Right to Challenge Tribunal Members\***

Notice is given herewith to parties in the matter of Lindsey Antee vs. Linda Naw, ERA Brokers Consolidated, an ethics/arbitration proceeding, that a party has a right to challenge the qualifications of any individual who may be appointed to serve on a Hearing Panel or the Board of Directors. A list of such individuals is provided below. If you wish to challenge the qualifications of any of the individuals listed who may be appointed to sit on the Tribunal, please indicate by checking the appropriate blank, and return this form or a copy of same with a letter (or enclosed Form #A-8, if preferred) to the (Professional Standards Committee Chairperson) (Professional Standards Administrator) explaining your reason ("cause") for challenge. If your reason is deemed sufficient to support your challenge, the individual challenged will not be appointed to the Tribunal. Pursuant to Section 27, Qualification for Tribunal, challenges must be filed with the Board within ten (10) days from the date the list of names is transmitted.

		BOD Appeal Process		
Brian Tod Barton	Tina Helleberg	Benjamin Ramirez	Christopher Bishop	Amber Diskin
Vandana Bhalla	Melissa Jones	Di Redman-Wolfgram	Janet Carpenter	Tim Kelly Kiernan
Honey Borla	Jean Sharon Jones	Linda Rheinberger	Krystal Sherry	Aldo M. Martinez
Kathryn Bovard	Patty Kelley	Bradford Roberts	Thomas Blanchard	Christopher McGarey
Teri Brenkus	Keith Kelley	Louise Rozich	David J. Tina	Mark Sivek
Rick Brenkus	Joan Kuptz	Donna Ruthe	Jillian Batchelor	Chantel Tilley
Damon Caldwell	Donald Lainer	Ronnie Schwartz	David Crete	Shyla Magee
Teresa Chapman	Patrick Leibovici	Carol Severe	Shawn Cunningham	
Elaine Christensen	Keith Lynam	Susan Sippel		
Rosilyn Cobb	Charles Martin	Nora Slagle		
Peggy Cook	Patrick Martino	Linda Stegall		
Charles Doty	Ashley McCormick	Roger Stein		
Candace Doyle	JC Melvin	Oana Sterlacci		
Ross Fabrizio	Eric Mendoza	David Tina		
Mina Farah	Michele Mittemiller	Tommy Uribe		
Deirdre Felgar	Fafie Moore	Cheryl A Van Elsis		
Britney Gaiten	Robert Morganti	Darryl Victorian		
Iddo Gavish	Eileen S. Pettengill	Susann Weisse		
Ernest Gonzales	Jacqueline Porter	Robyn Yates		
Danny Gennette	Dale E. Puhl			

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

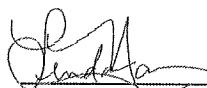
\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

Linda Naw

Party's Name (Type/Print)



Party's Signature

11/20/18

Date

Party's Name (Type/Print)

Party's Signature

Date

R-2

Greater Las Vegas Association of REALTORS®  
6360 South Rainbow Blvd., Las Vegas, NV 89118  
702-784-5052

DATE: November 20, 2018

CASE NUMBER: 18343E

**Challenge to Qualifications by Parties to Ethics Proceeding**

I (we), as party to the matter in Lindsey Antee vs. Linda Naw, ERA Brokers Consolidated,  
hereby challenge the qualification of the following named individual(s) who may be appointed as a member(s) of the Tribunal\* for the  
following reasons. (NOTE: Unsubstantiated challenges will be disregarded.)\*\*

Panel Member Challenged: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

Panel Member Challenged: \_\_\_\_\_

Reason: \_\_\_\_\_

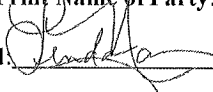
\_\_\_\_\_

Panel Member Challenged: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

Type/Print Name of Party: Linda Naw

Signed: 

Date: 11/20/2018

Type/Print Name of Party: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Type/Print Name of Party: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\*Members of ethics Hearing Panels or the Board of Directors.

\*\*Use additional pages as required to list additional challenges to the qualifications of individuals who have been or may be selected to serve as member(s) of a Tribunal in an ethics proceeding to which you are a party.

Greater Las Vegas Association of REALTORS®  
6360 South Rainbow Blvd., Las Vegas, NV 89118  
(702) 784-5052

DESIGNATION OF COUNSEL  
(ETHICS)

DATE: 11/20/2018

CASE NUMBER: 18343E

COMPLAINANT(S):

Lindsey Antee

RESPONDENT(S):

Linda Naw, ERA Brokers Consolidated

v.

☐ *I do not wish to designate counsel at this time*

OR

☒ I, Linda Naw, do hereby designate the following counsel for representation in all aspects of these proceedings (please check one):

☒

Legal Counsel

☐

REALTOR® Counsel

Counsel Name:

Garrett R. Chase, Esq. and Michael C. Van, Esq.

Firm/Company Name:

Shumway Van

Address:

8985 S. Eastern Ave, Suite 100

Las Vegas, NV 89123

Phone:

( ) (702) 478-7770

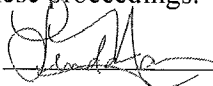
Email:

garrett@shumwayvan.com, michael@shumwayvan.com

The Greater Las Vegas Association of REALTORS® is requested to send copies of any and all future notices and other documents pertaining to this case to the above and the undersigned does hereby designate said counsel as his/her agent and spokesman in these proceedings.

Date: 11/20/2018

Signature:



Name (please print):

Linda Naw

Date:

Signature:

Name (please print):

Witnesses:

Greater Las Vegas Association of REALTORS®  
6360 South Rainbow Blvd., Las Vegas, NV 89118  
(702) 784-5052

CASE NUMBER: 18343E

**Respondent Linda Naw's Response to Appeal of Grievance Committee's  
Dismissal of Ethics Complaint**

Ms. Linda Naw ("Ms. Naw"), of ERA Brokers Consolidated, by and through her counsel, the law firm of Shumway Van, hereby submits this statement in response to Lindsey Antee's ("Ms. Antee") Appeal of the Greater Las Vegas Association of Realtors ("GLVAR") Grievance Committee's Dismissal of Ms. Antee's Ethics Complaint. In her appeal statement, Ms. Antee has appealed the dismissal of her ethics complaint, which alleged violations of Articles 1, 9, 12, 13, and 16 of the National Association of Realtors' Code of Ethics and Standards of Practice (the "Code of Ethics"). Ms. Antee's appeal statement makes many false allegations about Ms. Naw as the basis for her disagreement with the Grievance Committee's decision. However, Ms. Antee's statements are not accurate or true. Furthermore, Ms. Naw fulfilled all of her obligations under the Code of Ethics. Therefore, and as discussed further below, the Grievance Committee's decisions dismissing Ms. Antee's complaint was well-founded and should be affirmed by this appellate panel.

Ms. Naw has already provided a detailed narrative of the transaction that is the subject of Ms. Antee's complaint and this appeal, in her response to Ms. Antee's complaint to the Real Estate Licensing Division (which was also dismissed entirely). Ms. Naw also provided documents, text messages, and a statement from Bobby Antee, in response to that complaint. Ms. Naw has attached that response as Exhibit A, along with the exhibits referenced therein (Exhibits #1-11), to this response packet and hereby reiterates and incorporates her statements and those documents in this response, as a statement of the facts underlying Ms. Antee's complaint and this appeal. Additionally, Ms. Naw has attached additional documents from the lender as

1 Exhibit B, discussed further below.

2 Ms. Antee's appeal statement accuses Ms. Naw of manipulating her into  
3 signing gift letters, refusing to cancel the sale, taking her money, leaving Ms. Antee  
4 off of the deed, and not disclosing fees or giving Ms. Antee an opportunity to review  
5 "anything." But these accusations lack any support or evidence, and in fact, are  
6 contradicted by the communications between Ms. Naw and Ms. Antee, as well as by  
7 the actual purchaser in the subject transaction, Mr. Bobby Antee. In fact, it was the  
8 lender in the transaction that requested the gift letters be executed by Ms. Antee, not  
9 Ms. Naw. See Exhibit B. Ms. Naw only discussed the gift letters with Ms. Antee to  
10 clarify what was being requested by the lender, after Ms. Antee and Mr. Antee did  
11 not respond to the requests.

12 Regarding Ms. Antee's purported cancellation request, Ms. Antee had become  
13 frustrated with the closing process and texted Ms. Naw on January 15, 2018, in a  
14 group text conversation with her and Bobby Antee that she wanted to cancel because  
15 the sale had not closed yet. See Exhibit 3 (Exhibit A). Yet when Ms. Naw said that  
16 she would draft a cancellation, Bobby Antee stated that he and Ms. Antee only wanted  
17 to cancel if they did not have keys by that upcoming Friday, January 19, 2018. See  
18 Exhibit 4 (Exhibit A). Ms. Naw worked diligently with Bobby and Lindsey Antee, as  
19 well as with the lender and seller, and closed the sale by January 19, 2018, which is  
20 when Bobby and Lindsey Antee picked up keys and recorded the deed for the  
21 property. See Exhibits 5-8 (Exhibit A). Ms. Naw also informed both Bobby and  
22 Lindsey Antee that they could cancel after extending the closing, if they wanted.

23 Ms. Antee's accusations that Ms. Naw didn't disclose fees, or give her an  
24 opportunity to review the documents, are also contradicted by the correspondences  
25 between the parties, which demonstrate that Ms. Antee had ample time and  
26 opportunity to review all aspects of the sale. Finally, Ms. Antee's accusation that Ms.  
27 Naw violated the ethics rules by not putting Ms. Antee on the deed is completely  
28 unwarranted. First, Ms. Naw had nothing to do with the decision to only list Bobby

1 Antee on the deed, as this decision was from the lender's instruction to title.  
2 Furthermore, Ms. Antee willingly signed the title documents at the time of closing  
3 without raising any concerns about Bobby being on title. See Exhibit 8 (Exhibit A).  
4 Finally, as Ms. Antee was married to Mr. Antee, who does appear on the deed, she  
5 had and has an interest in the property regardless of whether she appears on the  
6 deed, and in fact, is currently in sole possession of the property, upon information and  
7 belief. As such, the fact that Bobby Antee is the only party listed on the deed has not  
8 had any impact on Ms. Antee's interest in or enjoyment of the property. Ms. Naw was  
9 not responsible for the way that the deed was vested, and this cannot demonstrate  
10 any violation of the Code of Ethics by Ms. Naw.

11 Ms. Antee alleged violations of Articles 1, 9, 12, 13, and 16 of the Code of Ethics.  
12 But none of Ms. Antee's baseless accusations demonstrate any actual violation of any  
13 Article, nor does Ms. Antee specify any particular violation. Article 1 requires realtors  
14 to protect and promote the interests of their clients, which Ms. Naw did consistently  
15 throughout the transaction that is the subject of this appeal. Article 9 requires that  
16 realtors assure that all agreements are clear, and provided to their clients, which  
17 again, Ms. Naw did in this case as is demonstrated by the correspondences between  
18 the parties. Article 12 requires realtors to be honest and truthful. Again, Ms. Naw  
19 was always honest with Ms. Antee, as demonstrated by the texts and emails between  
20 the parties. Article 13 prohibits the unauthorized practice of law, and Article 16  
21 prohibits conduct that is inconsistent with an exclusive representation agreement.  
22 Not even Ms. Antee's accusations suggest any violation of either of these Articles, and  
23 indeed, no such violation occurred.

24 Ms. Antee brings this appeal based entirely on groundless accusations, and  
25 broad citation to five separate Articles of the Code of Ethics. The communications and  
26 correspondences, as well as the statements of Ms. Naw and Mr. Antee demonstrate  
27 that Ms. Naw diligently and loyally fulfiller her obligations to both Mr. Antee and  
28 Ms. Antee. Accordingly, for these reasons, and those discussed in Ms. Naw's

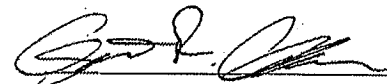


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statements attached hereto as Exhibit A, this appellate panel should deny Ms. Antee's appeal and affirm the decision of the Grievance Committee dismissing Ms. Antee's ethics complaint entirely.

Dated November 20, 2018.



Garrett R. Chase, Esq.  
Nevada Bar No. 14498  
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[garrett@shumwayvan.com](mailto:garrett@shumwayvan.com)  
*Attorney for Linda Naw*

# Exhibit A

Exhibit A

Antee vs. Naw  
Case No. 2018-910

July 12, 2018

Re: Lindsey Antee Complaint

9564 Scorpion Track

Close of Escrow: January 19, 2018

Lindsey (Liciari) Antee was referred to me in November 2017 to assist in purchasing a home. I knew of her from social media and knew that she had just lost her son to cancer. From the time I met Lindsey and Bobby Antee, I took an immediate liking to them. They were easy going and appeared to be a loving, happy couple. While showing homes to Lindsey and Bobby, I asked Lindsey how she was able to make such a big decision on buying a home since her son just recently died; she explained to me that she cannot stay in their apartment as it was too painful. I truly empathized with her and wanted to get them into a home as soon as possible. Everything was great until towards the last week of the transaction. Lindsey did a complete 180 and became a different person then I had met.

During the process, I knew they had a lot of frustrations/confusions with closing and the lender. This was nothing new. It was normal transaction headaches that we deal with. It was nothing out of the ordinary. I had to make a few calls to clear up the confusion and then things were fine again. (See exhibit# 1) You can see here that I answered her text specifically on December 24, 2017 and told her a possible closing of "the 12<sup>th</sup>", her text to me on January 4<sup>th</sup> was that "...we should have closed by now". I called her immediately after my appointment to clear this up as I had no idea why she would think we should be closed. It was January 15<sup>th</sup> when things change in the transaction and Lindsey was threatening an attorney on the lender.

In my response, I have also attached my proof in group texts with Lindsey and Bobby Antee, as well as a letter from Bobby Antee, the husband of Lindsey Antee.

**Working with Bobby:**

First, I want to address the "predatory" transaction about me working with Bobby to use her money and purchase the home without her on the deed. This claim is the most ludicrous amongst the rest of her claim. I never knew Bobby Antee until Lindsey introduced him to me when we were previewing houses. Even though Bobby was the only client on the loan, I had more of a relationship with Lindsey and worked with her throughout the beginning of the transaction. When I had to make a call, I would call Lindsey as Bobby was at work. Our conversations were in a group message between the 3 of us. They were married there was no reason for me to believe that they were not communicating. The final week of the transaction, I worked mainly with Bobby as Lindsey was no longer corresponding to me, but everything was in the group text between the 3 of us. No reason for me to believe Lindsey was unaware of anything.

**Lenders document request/Gift Letter:**

(See exhibit # 2)

This is lenders guidelines and request, nothing to do with me. I was helping them get their documents to the lender so that we could close on the house they wanted to buy. Lindsey was the "gifter" of the down payment and Bobby was the borrower. If the monies used for the purchase is NOT in the

purchaser's bank account for 90+ days; the lender require that wherever the money is obtained, it must be a "gift" and the "gifter" must sign the gift letter for the purchaser (name on purchase contract). This is monies that include paying off debts that the lender requires, down payment, etc. There were 3 gift letters that Lindsey had to sign according to the lender; 1) for paying off Bobby's car 2) for paying Bobby's two credit cards and 3) down payment and closing costs.

Lindsey complained that she told me and Bobby that she was willing to spend \$50,000 for the house. This is correct, she did, and I went out and helped them find a home that was within their budget as she had told me. It was them that went against my suggestion and agreed to purchase a home \$6000 higher than what they wanted to spend (See exhibit 9 in Bobby Antee's letter). I suggested to look at a home down the street since the seller was asking too much money but they both declined and said they loved the house. As far as the debts that was required to be paid off, had nothing to do with me. I am unsure of the details of this. I only helped facilitate providing the documents request towards the end. I never asked about how much debts Bobby had. This is not information I am privilege too and it's none of my business.

When they texted me of the first complaint about the lender, I called the lender to find out what was going on. The lender forwards me emails after emails of their request from Bobby and Lindsey to provide. It was clear to me that my buyers were ignoring and resisting the lender. They were very upset with the lender for requesting these documents. I knew they didn't understand the lending process, so I called Lindsey numerous times to explain and helped them get the letter of explanations for deposits and bank statements. (FYI- Letters of explanations were for random deposits that Bobby had made to his accounts and transfers of money from Lindsey's account. I have told them to not make any random deposits or transfers without asking the lender as it will create chaos with their loan when I met with them to go over the process. The lender also advised me that they told Bobby and Lindsey the same thing)

#### January 12, 2018

There were no signs of her having second thoughts about buying when I spoke with her. She was anxious to be in their home and was being cooperative with me. She was just frustrated with the lender/lending process. This was the point where I began being the source of communication between lender and buyers. They were pressuring me to close on the house, but they weren't cooperating with the lender. All the lender was requesting was explanations of deposits in Bobby's account and signed gift letter(s). This is very easy to provide but with clients resisting, it made this simple task extremely difficult. I kept having to reiterate what they had to do. We couldn't move forward without the documents the lender requested. I did my job above and beyond to help these clients so that they could get in their home.

#### Week of closing:

On Monday January 15, 2018, I called Lindsey as I knew she was upset through her text (see exhibit # 3.) When I spoke with her, Lindsey was angry and frustrated and threatened to sue the mortgage company. She demanded speaking to the underwriter in which I told her was not possible (I knew this to be true, but I still verified it with the lender). She kept telling me this wasn't true and her "attorney" told her otherwise, so I provided her the number to the COO of Valley West Mortgage and The Closing Disclosure so that her "attorney" may contact them (see exhibit # 4). She was upset

with the lender for asking for too much paperwork and claims they kept asking for the same things they had already submitted. She just wanted to close on the house. I explained to her it wasn't the lender or myself delaying their closing. It was them not cooperating with the lender, but I understand that this whole process can be so confusing. She appeared concerned about where she was going to live because they had to move out of their apartment, so I also explained that we were just days away from closing and that I can help them find a place to go. I also told them to ask their apartment if they could stay a few more days. At this point, I was really confused and wondered what the real reason was for her upset as few days earlier she was excited and cooperative. At the end of the conversation, Lindsey said she wanted to cancel. I followed her demand and started to draft cancellation. I followed up with a text to her and Bobby shortly after our conversation and advised them I was drafting the cancellation (see #\_4\_).

Bobby Antee responded back that if they don't have keys by Friday, they will turn in the cancellation. I am again now confused. I thought that maybe they were angry and just making threats to cancel but they really didn't want too. I went on to explain via our group text that to keep moving forward I would have to send them over an extension of escrow. I also went on to explain why we needed this as they did not understand. I then tried to call Bobby, in case my text was confusing but got no answer, so I texted him again. He confirmed for me to keep moving on with the loan, so this was exactly what I instructed the lender to do. I also informed them that if they wanted to cancel after the extension is signed, they still can. We then worked to complete the lender's request, so we could close by Friday. I had no reason to believe that he and Lindsey was not in communication together as everything was all communicated through our group text (See #\_5\_) From this point on, the only communication I had from Lindsey was when she sent me the gift letter via text, day before signing.

#### Signing/Deed:

On Tuesday January 16, 2018, I texted the group message that I needed to set up signing for them both. (See #\_6\_) Bobby responded that Lindsey was out of town, so I offered to send a mobile notary, but he said she would be back by midnight, so I went on to set up their signing for 10am the following day. We were still in need of the gift letter to be faxed to the lender, but Bobby advised me that Lindsey was trying to send me the gift letter, so I texted her to follow up and asked for a picture, so I can send to lender. She responded with the photo (See #\_7\_). This was the only communication I had with her since Monday January 15<sup>th</sup>. It was only Bobby responding to all requests from lender. I assumed she no longer wanted to deal with it and put him in charge. Lindsey did not have to sign the gift letter(s) nor continued to cooperate with the lenders request if she truly wanted to cancel. Since she was cooperating and at the instructions of Bobby, her husband; everyone moved forward.

#### Wednesday January 17, 2018

Signing day comes and Bobby texts me that Lindsey was not feeling well and did not want to go to the signing so again I tried to accommodate and asked if they wanted me to send a notary to the apartment. Bobby showed up to signing alone. Right before the signing, Lindsey sent Bobby a letter that if they were to divorce, he would agree to pay her back \$75,000. Bobby was confused and upset. He told me he loved his wife and he's not divorcing her, so he signed the letter. Lindsey knew that Bobby was at the signing for the house. In her complaint, she claims that Bobby and I knew she was "mentally not ok" but clearly, she was sane enough to draft a letter of repayment from him. She was also sane enough to go to the bank to wire the down payment and walk into the title company to sign the deed. Bottom line is if

she was that uncomfortable, she should never have wired the funds after the fact and go into title to sign the quit claim deed.

I thought Lindsey's behavior was due to her grieving her son's death and that the move was hard on her. Even though she told me it was too painful to be in that same apartment, I could understand how difficult it would be to move as well. I never once thought that she didn't want the house. After Bobby signed the closing documents, he was given wire instructions for the down payment. To close on the house, Lindsey would have to wire the down payment and still go into to title and sign the deed. Since Lindsey was not communicating with me, I had no idea when she went to title to sign nor when she wired the funds until the escrow officer emailed me the update. I never called/text to pressure her to wire funds or go in to sign the deed. This was up to Bobby and her to complete the process at this point.

Lindsey also made another claim that she dropped off the check to title (it was wired) and asked title where she is to sign but they just took her check and said she didn't have to sign anything. This is a lie. See attached exhibit # 8 of the deed and the letter from the title company stating that Lindsey signed the quit claim deed with the notary on January 17, 2018. Lindsey has always known that she needed to sign off on the deed. I had explained this many time through text, in person and via phone. See exhibit # 1 Pg. 2.

According to Bobby's letter (See exhibit # 9), he has no problem adding her to the deed, but they are now in the middle of a divorce and the attorneys are handling their property. Since they were married when it was purchased, the property belonged to them both whether she is on title or not. There was no malicious planning to use her money to purchase a home without her on it. They were told the instructions, they just didn't listen. Lindsey claims "she made it clear" she wanted to be on title. We never had this conversation ever HOWEVER we wouldn't need too. Whenever a married couple purchases a home together and the other spouse can't be on the loan, I explain to them the title process so that they are aware that they both will need to be available to sign at closing. But just like the whole purchasing/loan process, everything falls on deaf ears and gets lost. How buyers take title is not my job as a REALTOR® to determine nor am I in charge of making sure someone is on title. This is what the title company is for and this is what they review with the clients at signing. Because Lindsey cannot be on the loan, she cannot initially be on the deed/title. This is a lender's insurance/title guideline not mine. They would have to go to sign another quit claim deed after closing to add her to the home. Even though she is quit claimed off the deed at closing, because they are married; community property law still applies. In conclusion, there was zero harm done to her by her not being on the deed initially as no matter what, she still owns 50% of that home. She basically entered a failed marriage and now wants a refund for everything.

**Tuesday June 26, 2018**

Lindsey claimed that she called me to "confront" me and that my response was "I sold Bobby a home not you". This is a lie...again. We never spoke. She texted me about the deed and threatened to sue me. Please see the attached exhibit # 10 with my response. I was so upset at the fact she was threatening suit out of nowhere again that I initially thought she wrote that "I bought a home with Bobby WITHOUT her knowledge" so I responded with "I did not buy a home with Bobby without your knowledge, Bobby and you purchased a home..." I stayed professional and kept it short, I knew there was no reasoning with her. I have followed her for a while on social media and I wasn't going to be one of her victims that she rants and slander. Sure enough, within an hour, she took to social media to

Antee vs. Naw  
Case No. 2018-910

slander/lie about me and have her followers attack me (See exhibit# 11) I advised my broker immediately of what had transpired this day.

**Additional Evidence**

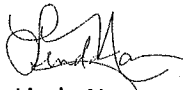
I knew my clients didn't understand the process especially with the lending part of it. Just like how Lindsey stopped her communication with me, Bobby and Lindsey both stopped communication with the lender, so I was the middle man trying to help the process and staying in communication with everyone. I knew they wanted the house. It was my job to see them through. No matter how much I explained the process and held their hands through, they just didn't get it. I tried on two separate occasions to bring them both in and explained the process again, but they declined and said they were fine (See exhibit \_12\_\_)

If you need additional information from the lender or the title company, below is their contact info.

Valley West Mortgage- Drew Levy (702) 531-4909

Stewart Title- Nikki Bott (702) 331-6900

Sincerely,



Linda Naw

# EXHIBIT 1

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

P-15



Verizon 2:26 PM 75%  
Lindsey  
Sun Dec 24 10:51 AM Dec 24, 2017

Hey, so where are we at in the process, aren't we pass ten days?

Hi Lindsey, I'm hoping we can close you by the 12th of January. We are currently in the process of reviewing your application and we are hoping to have a decision by the 12th of January. We are currently in the process of reviewing your application and we are hoping to have a decision by the 12th of January.

Ok, how long should we expect that to take? Do we have another move in date since he agreed to close early? Sorry we are excited ☺

Hi Lindsey, I'm hoping we can close you by the 12th of January. We are currently in the process of reviewing your application and we are hoping to have a decision by the 12th of January. We are currently in the process of reviewing your application and we are hoping to have a decision by the 12th of January.

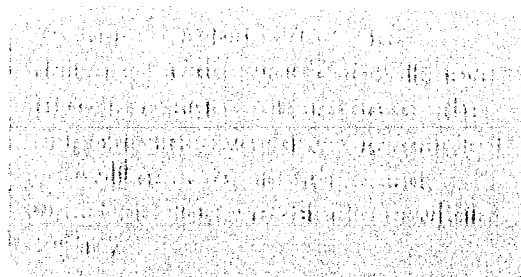


Exhibit #1

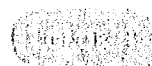
Verizon 2:26 PM 75%

Lindsey

O ok great, but he will come in to sign the last paperwork right?

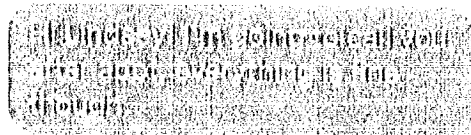


Ok sounds good we will be patient then



Jan 4

Hey I hope your doing well, I'm getting kind of worried about the loan it should have closed already.



Jan 4

She said we should be closed although I explained in the previous text that the 12th would be earliest.

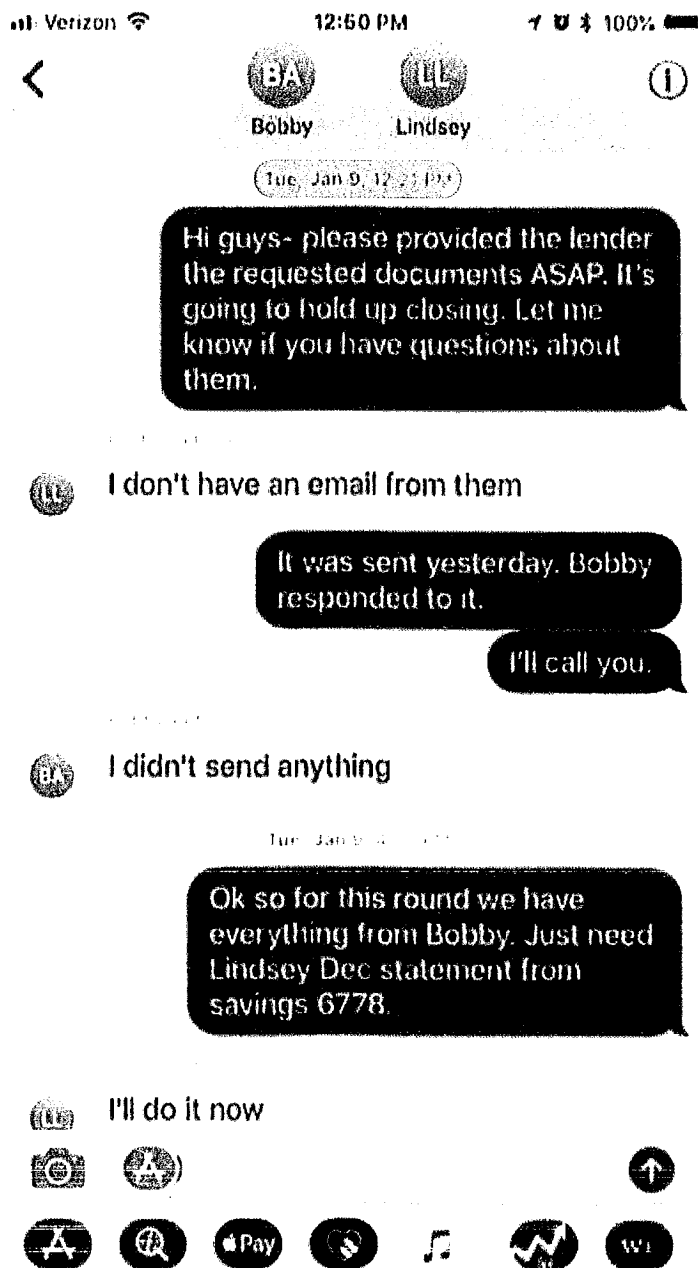
A-17

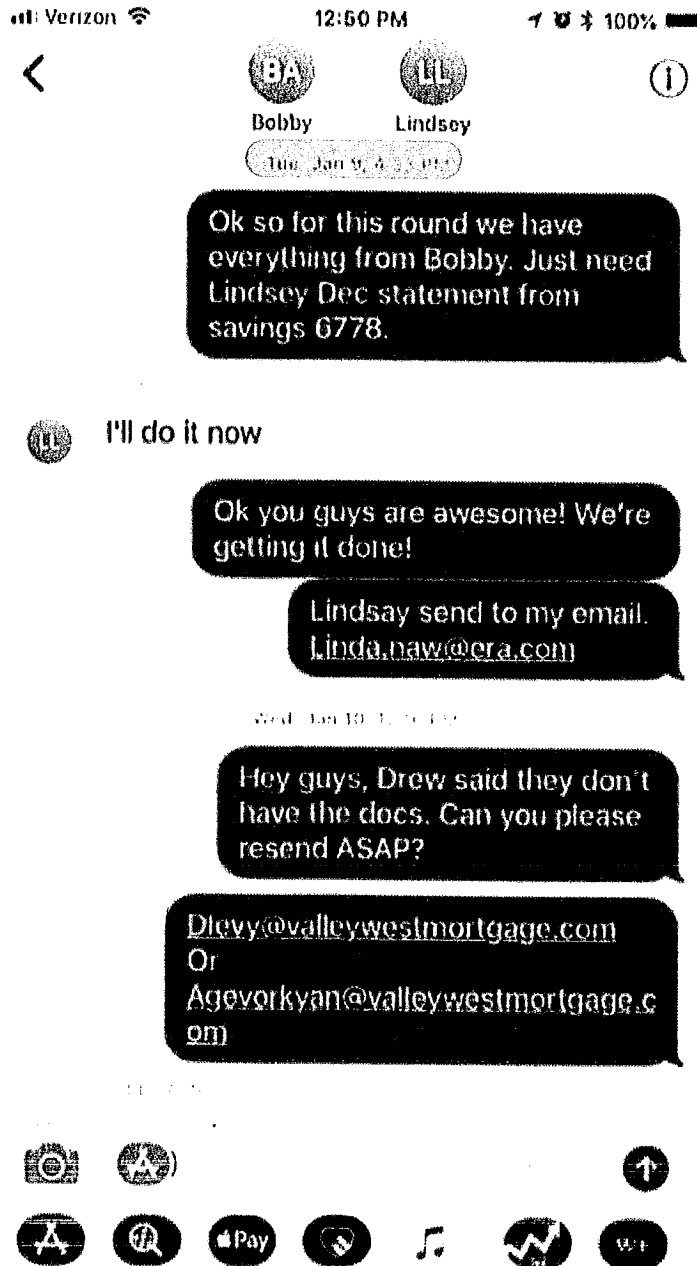
# EXHIBIT 2

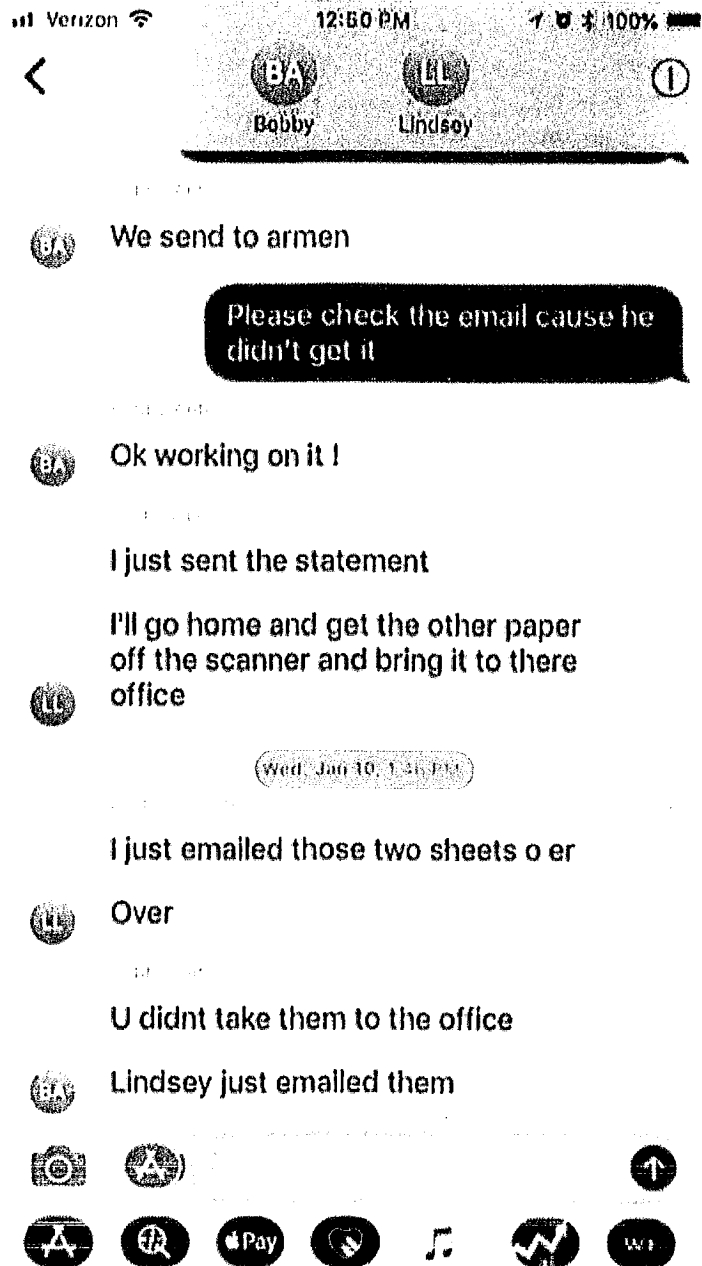
Linda Naw | ERA Brokers Consolidated

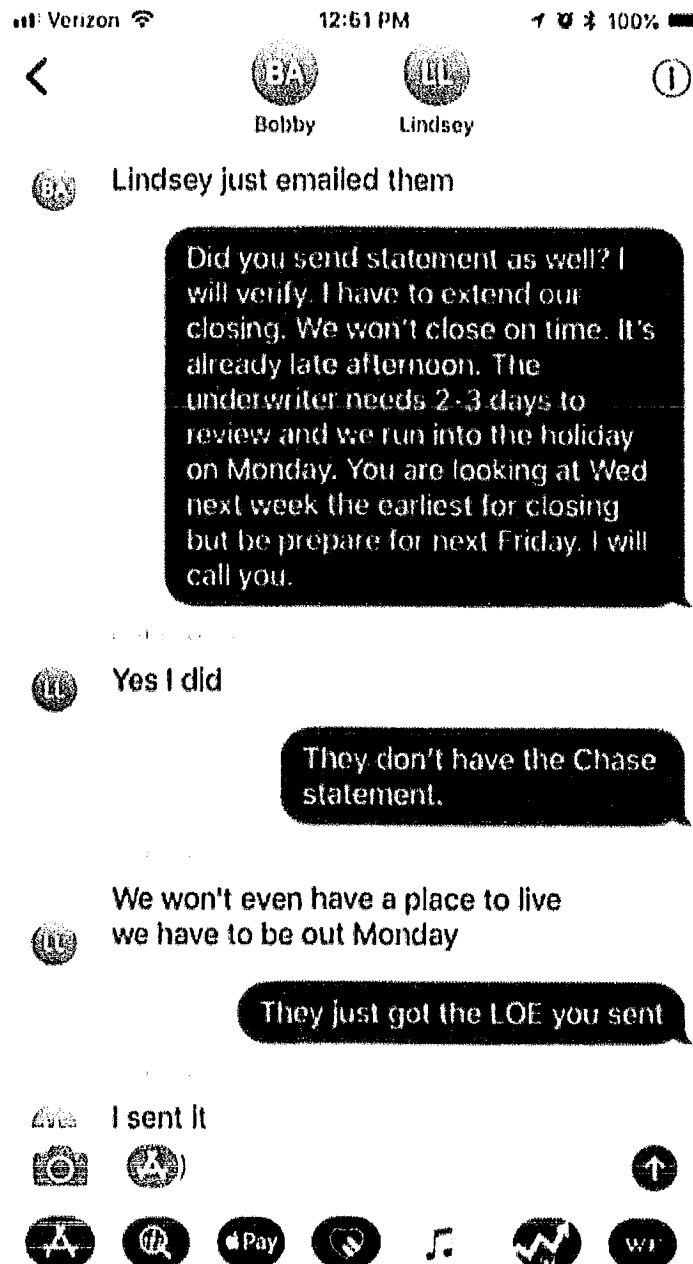
Evidence  
Antee vs. Naw

P-18

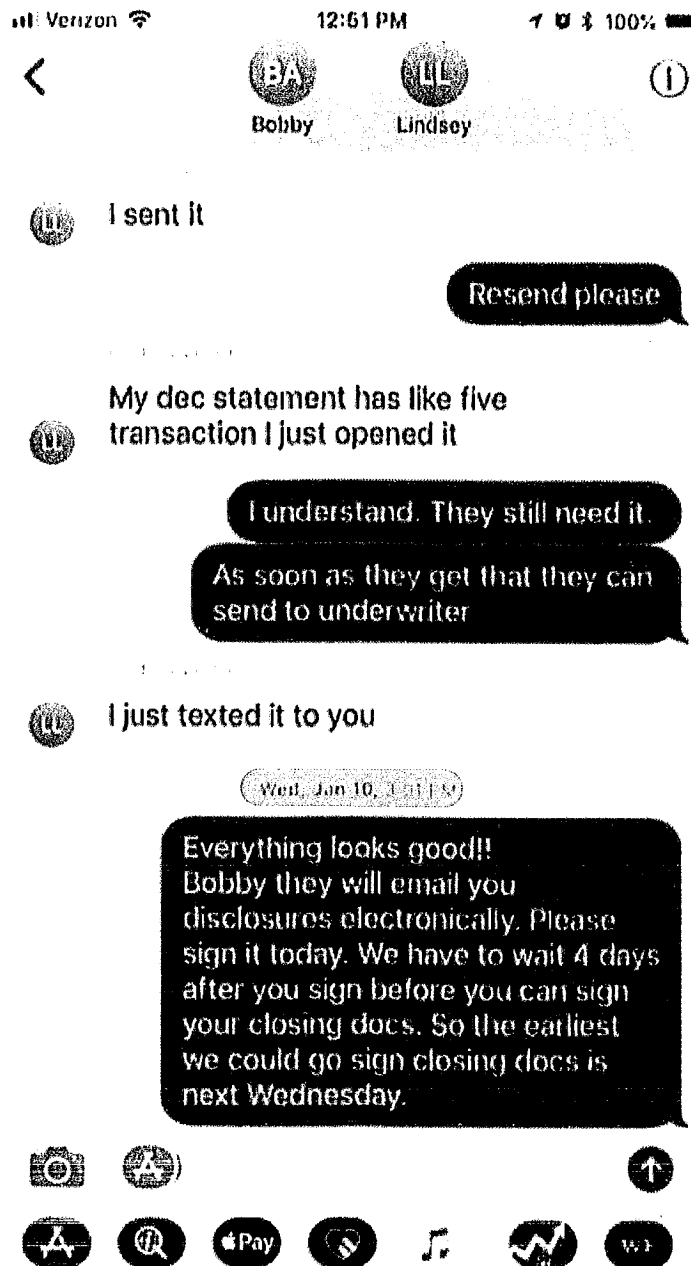




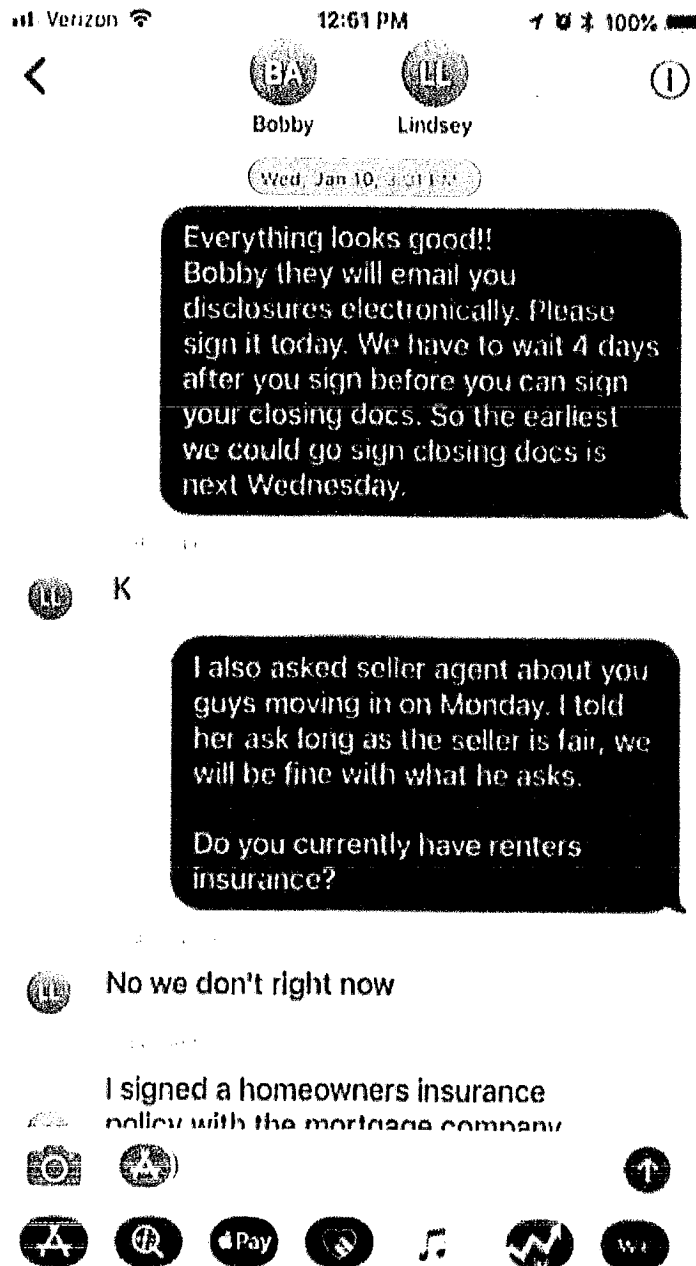




R-22





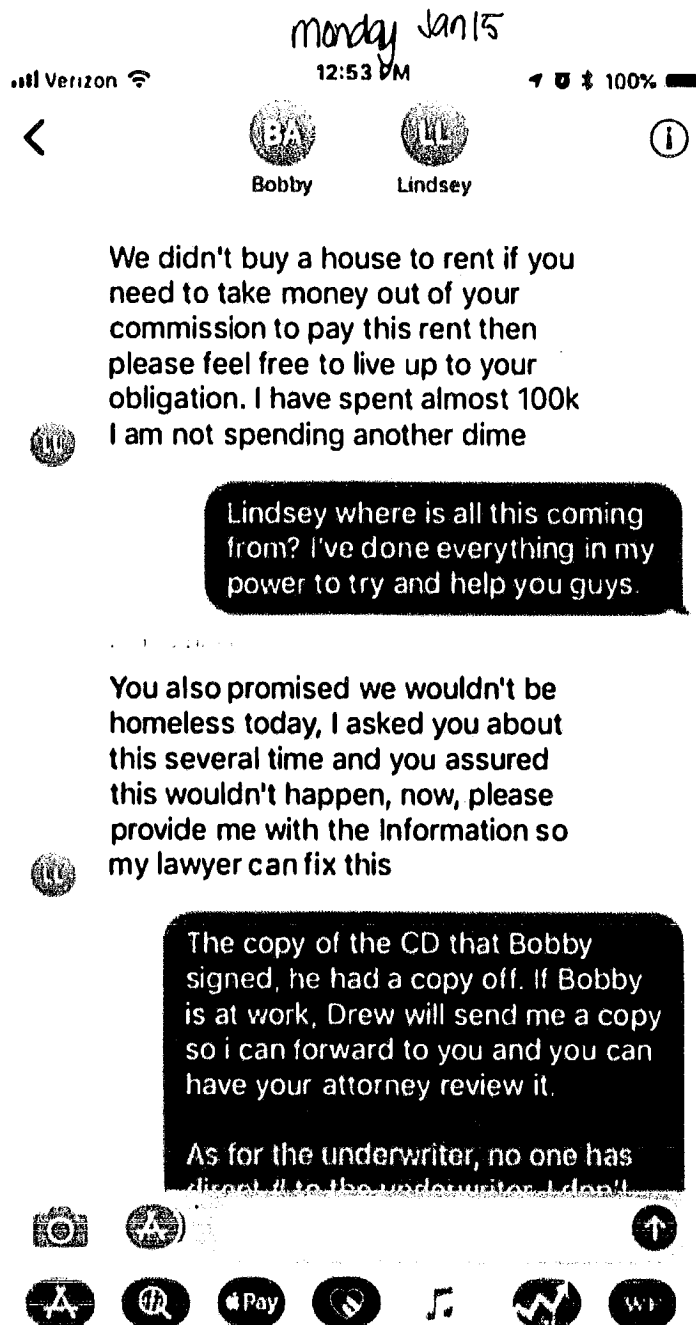


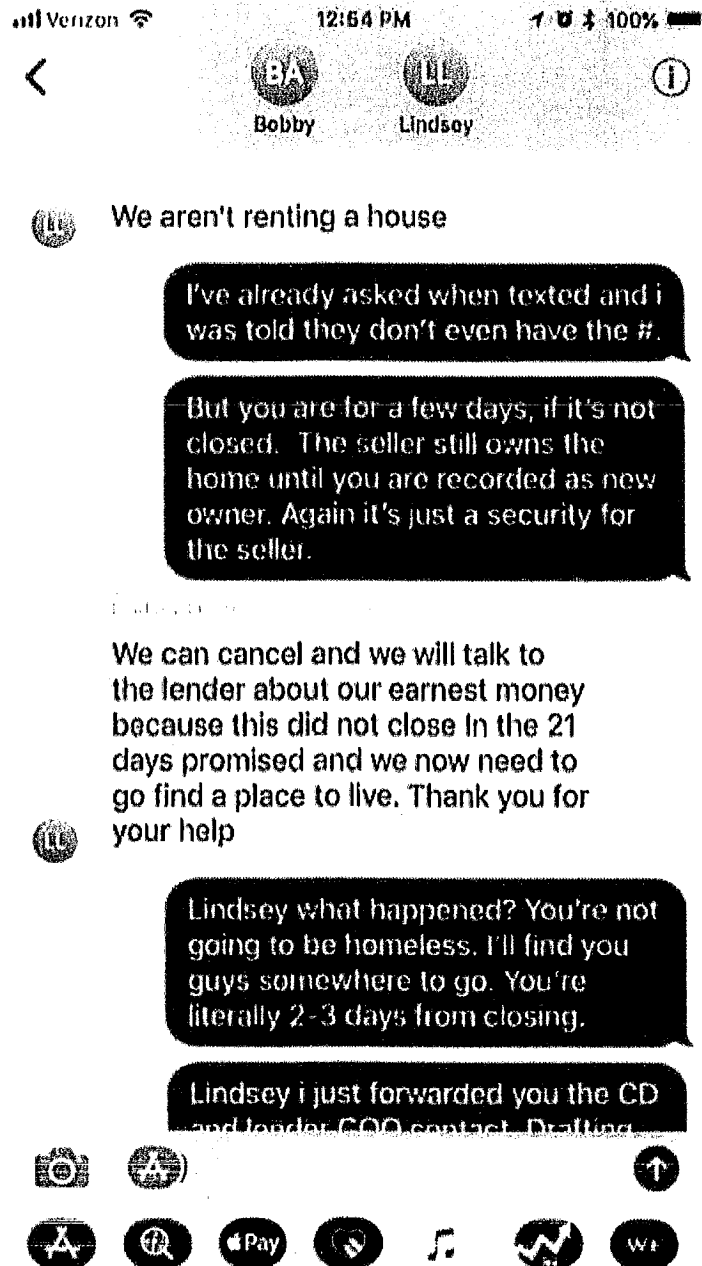
# EXHIBIT 3

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

12-25





# EXHIBIT 4

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

R-28

Lindsey

**Linda Naw**

---

**From:** Linda Naw  
**Sent:** Monday, January 15, 2018 12:07 PM  
**To:** lindseyLicari14@aol.com  
**Cc:** bobbyantee@gmail.com  
**Subject:** FW: Bobby Antee CD  
**Attachments:** Bobby Antee CD.pdf

Lindsey- attached is the Closing Disclosure that Bobby signed. Below is the phone # for the lender that your attorney can contact.

Valley West Mortgage  
(702) 696-9900  
Contact: COO JR

Kind Regards,

*Linda Naw, 2017 President of the Women's Council of Realtors®*



2855 St Rose Parkway Suite 100 Henderson, NV 89052  
D (702) 306-3587 F (702) 933-9046  
[Linda@NawRealEstateGroup.com](mailto:Linda@NawRealEstateGroup.com) | [LindaNaw.com](http://LindaNaw.com)

Assistant: Marie Mickelson  
D (702) 966-6018 | [Marie@NawRealEstateGroup.com](mailto:Marie@NawRealEstateGroup.com)

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*"I am an advocate for funding more money to childhood cancer research. Join me in giving these children a chance for tomorrow. Donate today to Combat for a Cure Foundation"*



[www.combatforcure.org](http://www.combatforcure.org)

*Combat for a Cure Foundation is officially a proud research partners with St Baldrick's Foundation.*

**From:** Drew Levy [<mailto:dlevy@valleywestmortgage.com>]  
**Sent:** Monday, January 15, 2018 11:58 AM  
**To:** Linda Naw <[Linda@NawRealEstateGroup.com](mailto:Linda@NawRealEstateGroup.com)>  
**Subject:** Bobby Antee CD

Hi Linda,  
Attached is a copy of Bobby Antee's CD. As previously discussed, these are not the final title fees. Fees are subject to change.

Please let me know if you have any further questions.



Drew Levy  
Call Center Supervisor

## VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117  
Tel (702) 696-9900 ext: 107 | Toll Free (888) 931-9444 | Fax (702) 436-2400

[website](#) | [map](#) | [email](#)



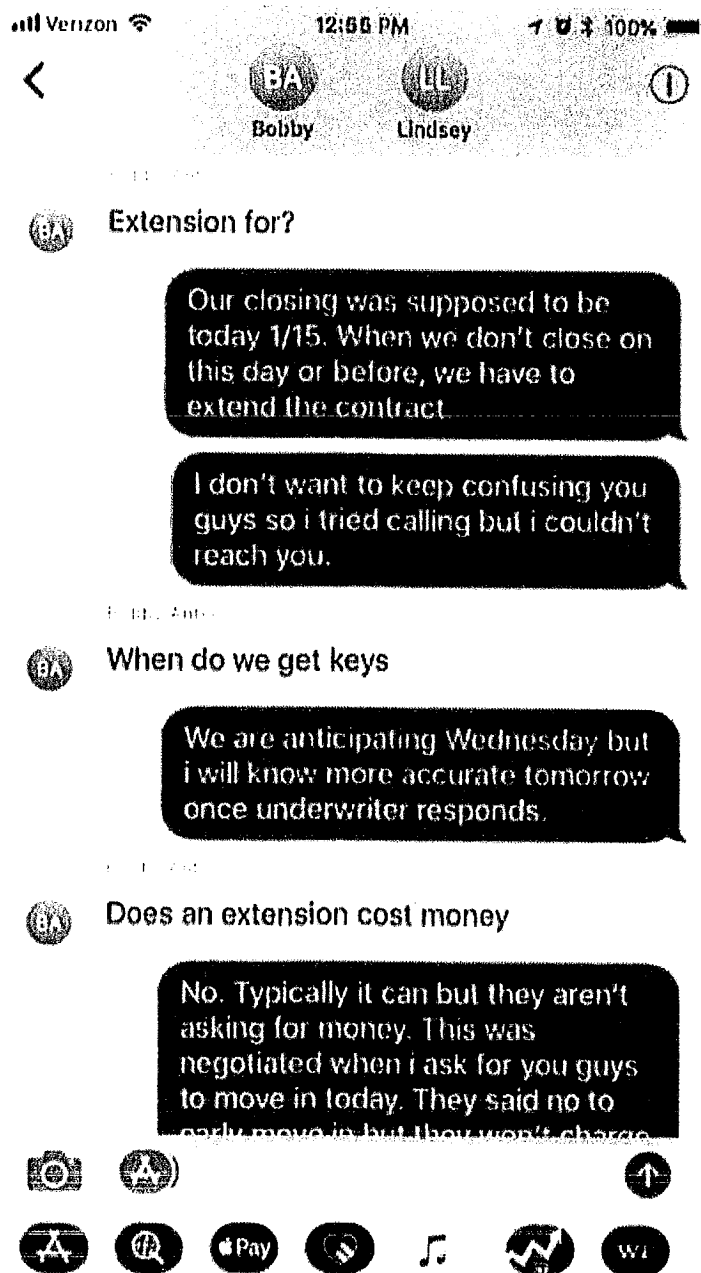
**MORTGAGES WITHOUT OBSTACLES**

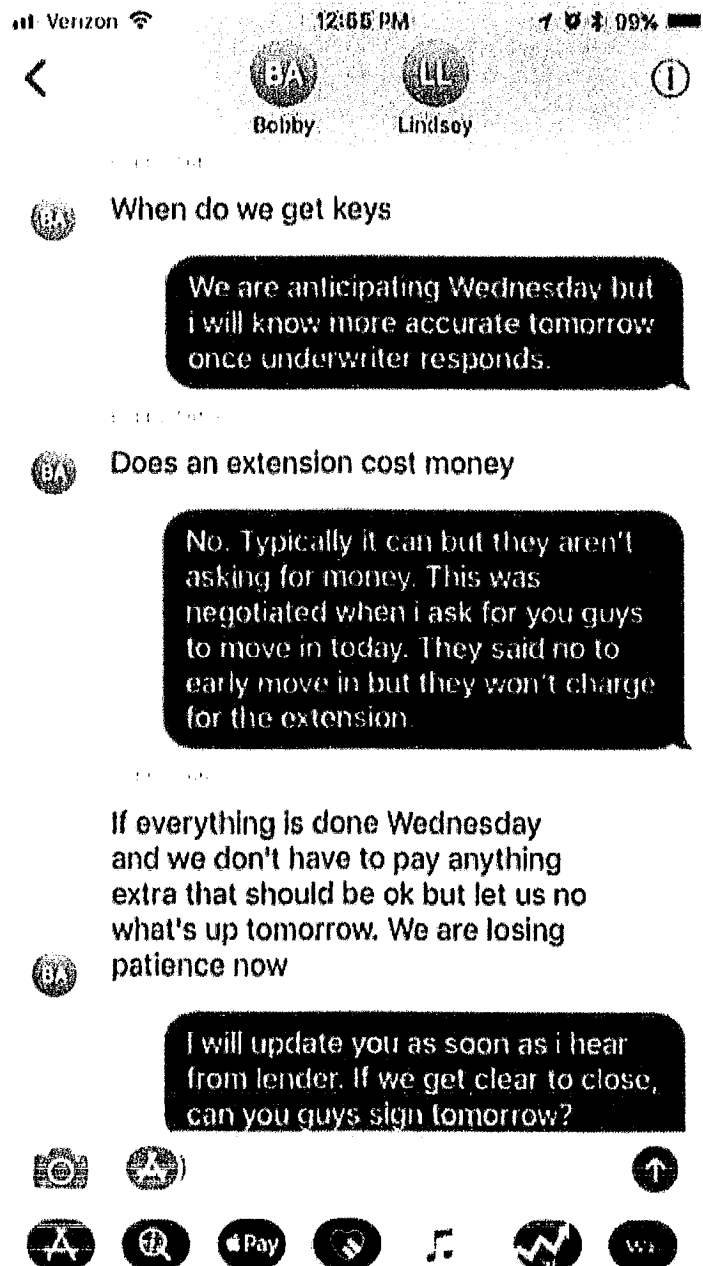
**► Get a Quote**

NMLS company number: 65506 | [Send Me Files Securely!](#)

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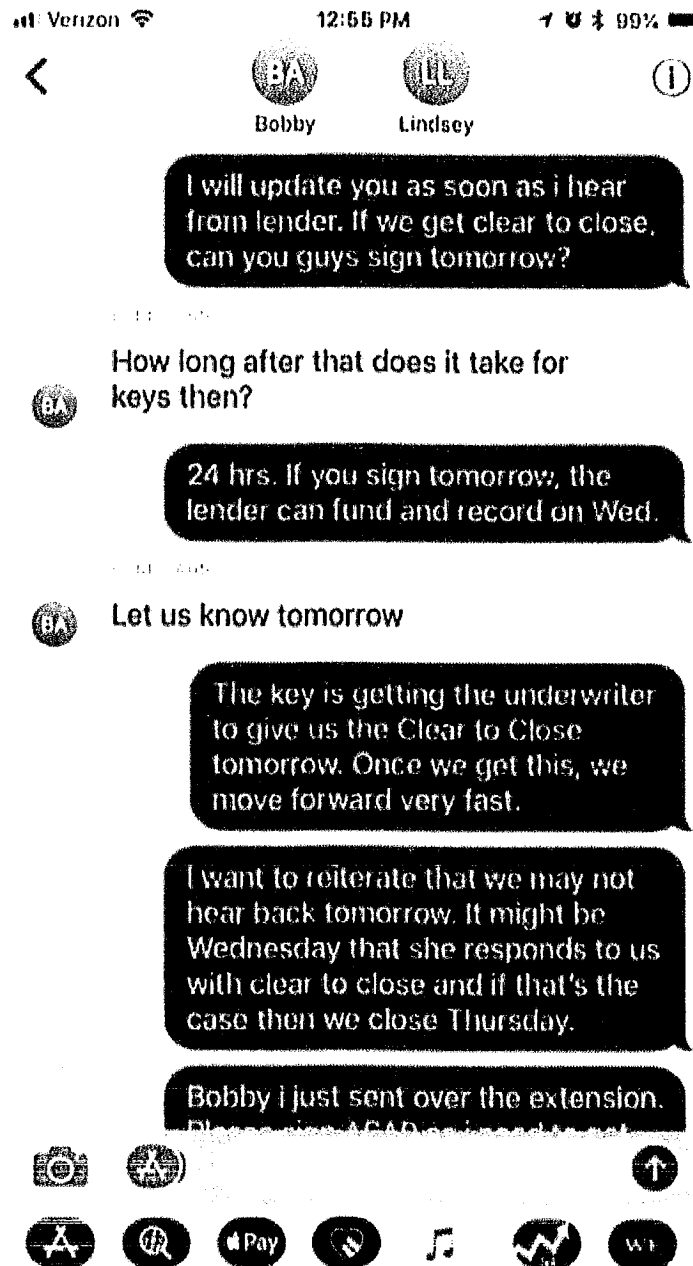


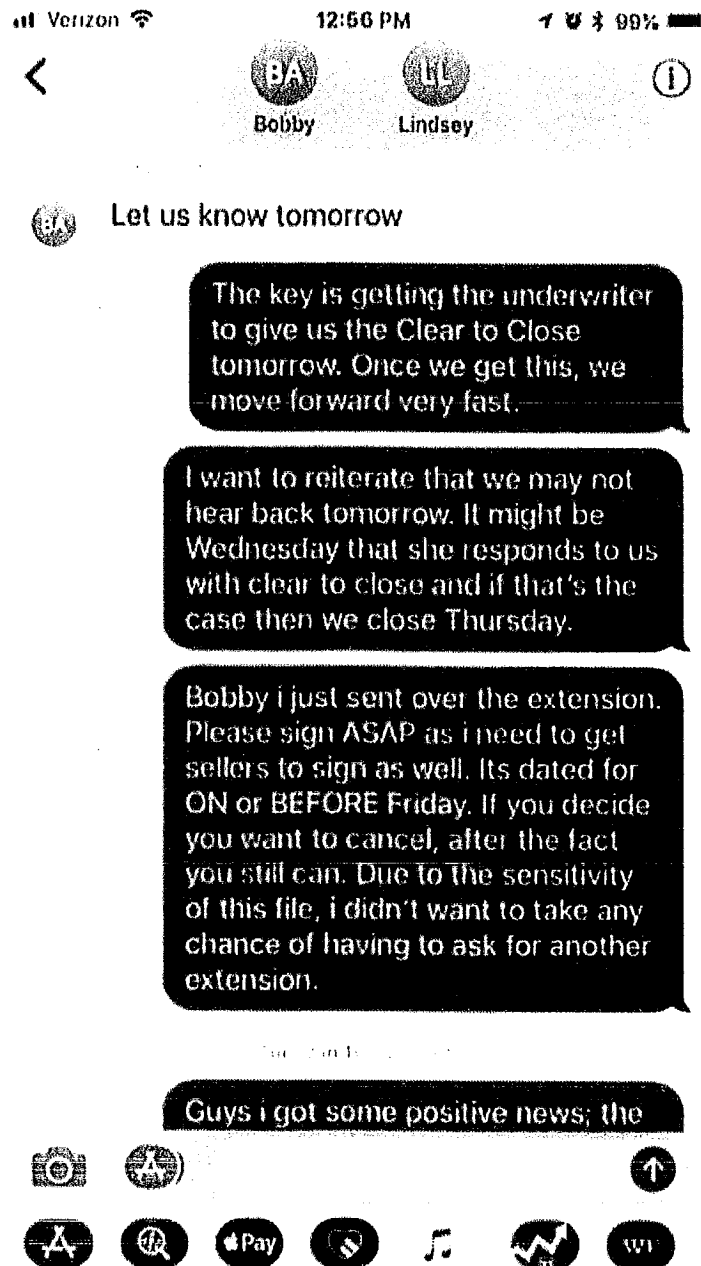
# EXHIBIT 5

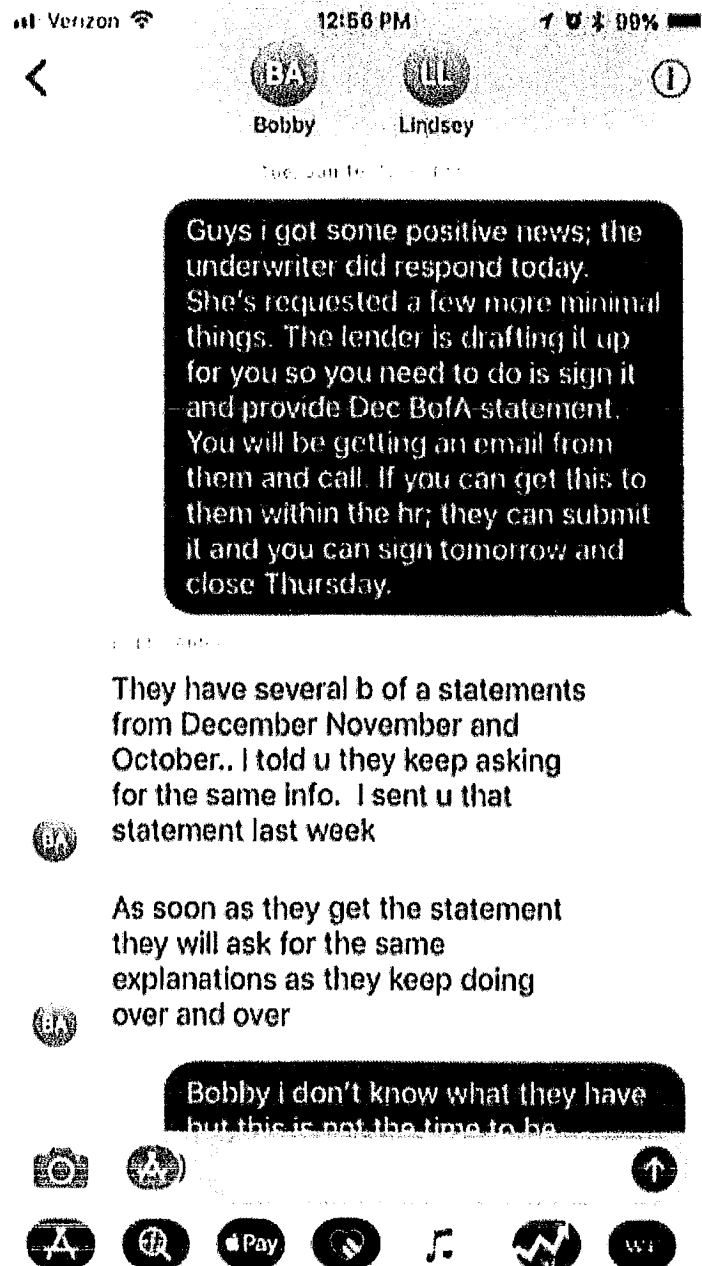
Linda Naw | ERA Brokers Consolidated

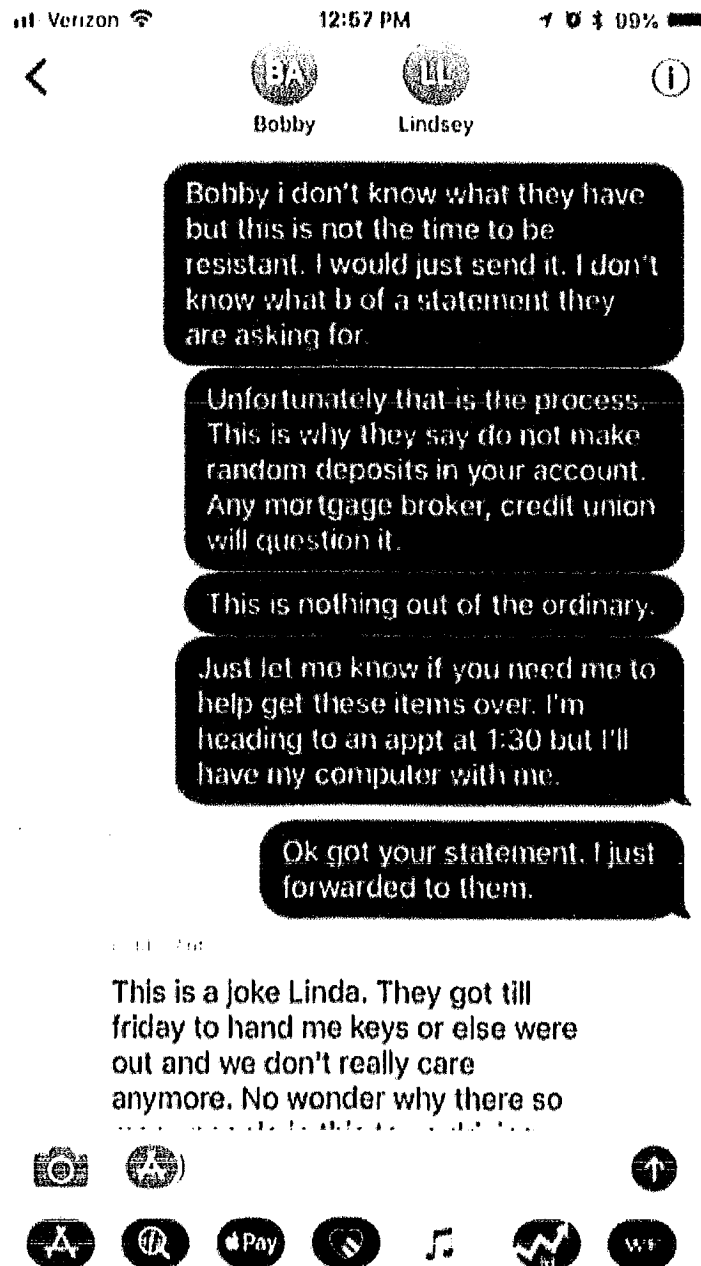
Evidence  
Antee vs. Naw

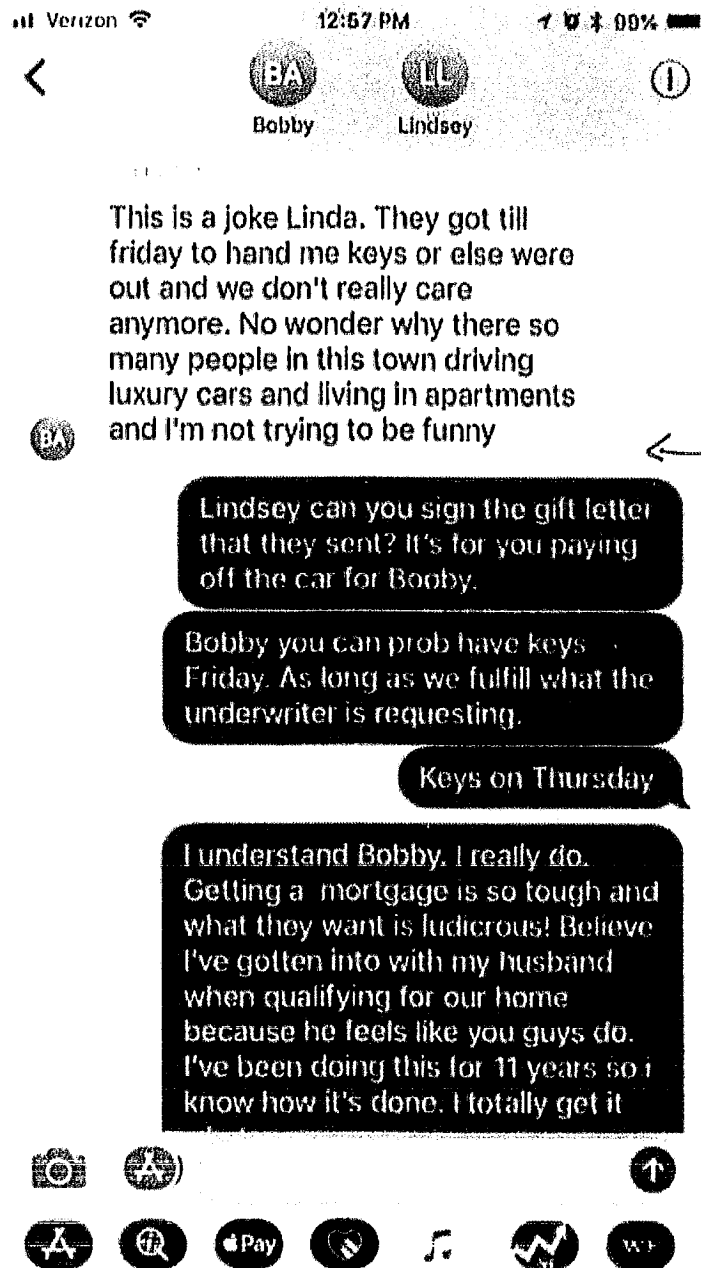
R-34



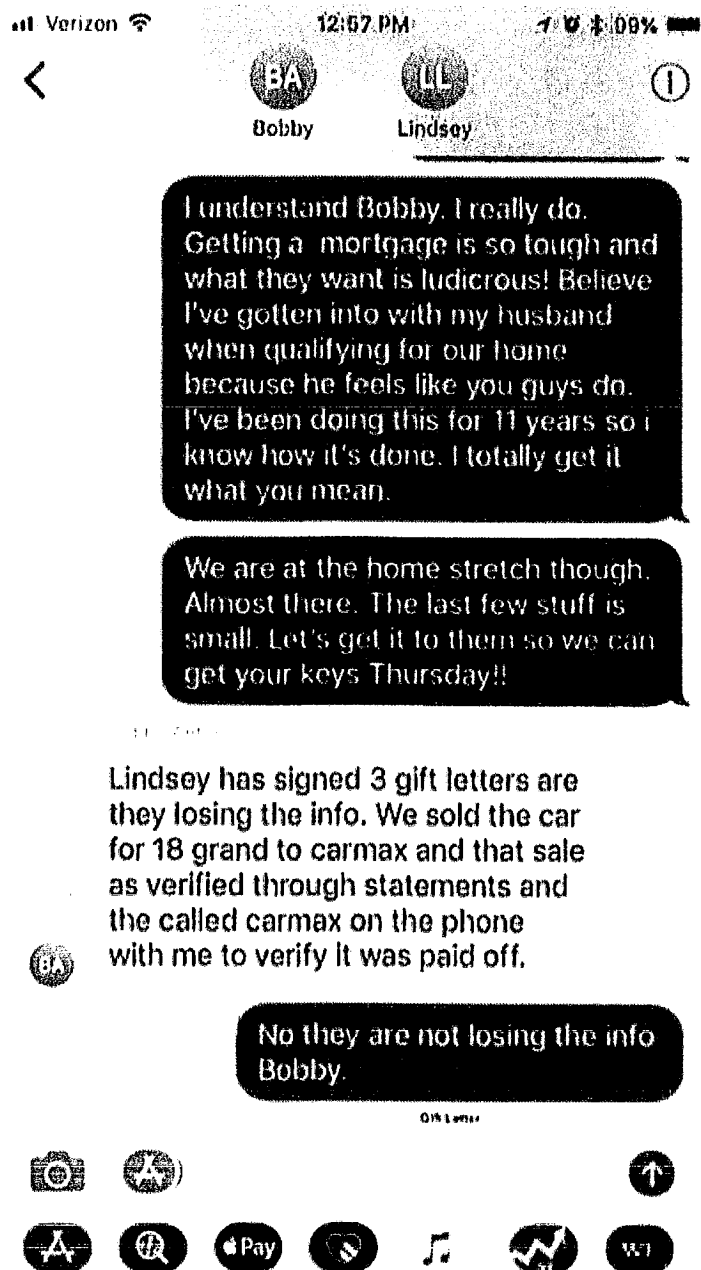


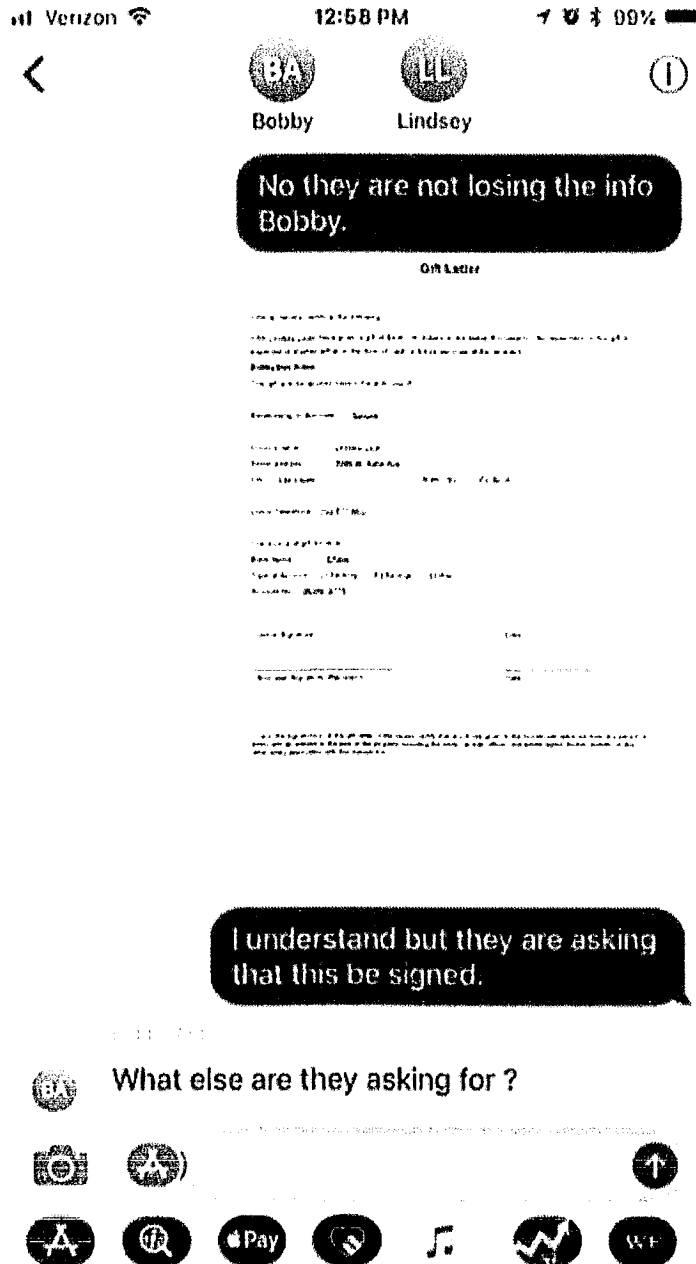










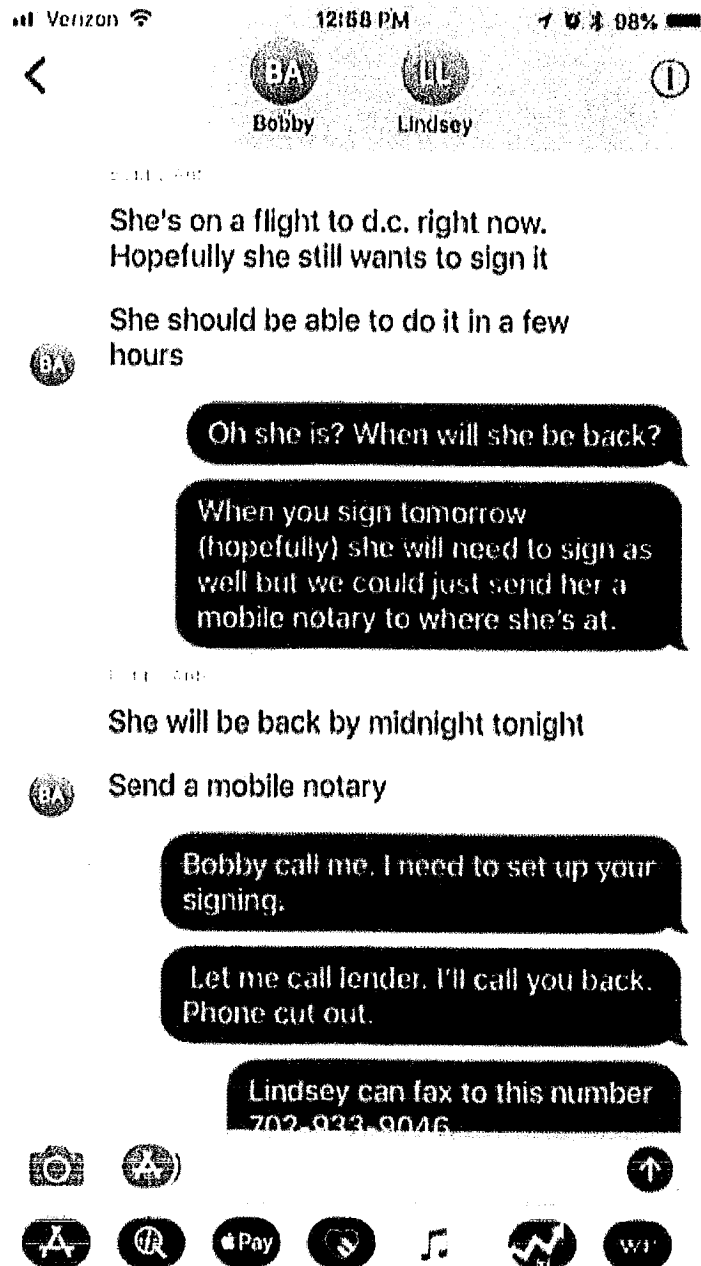


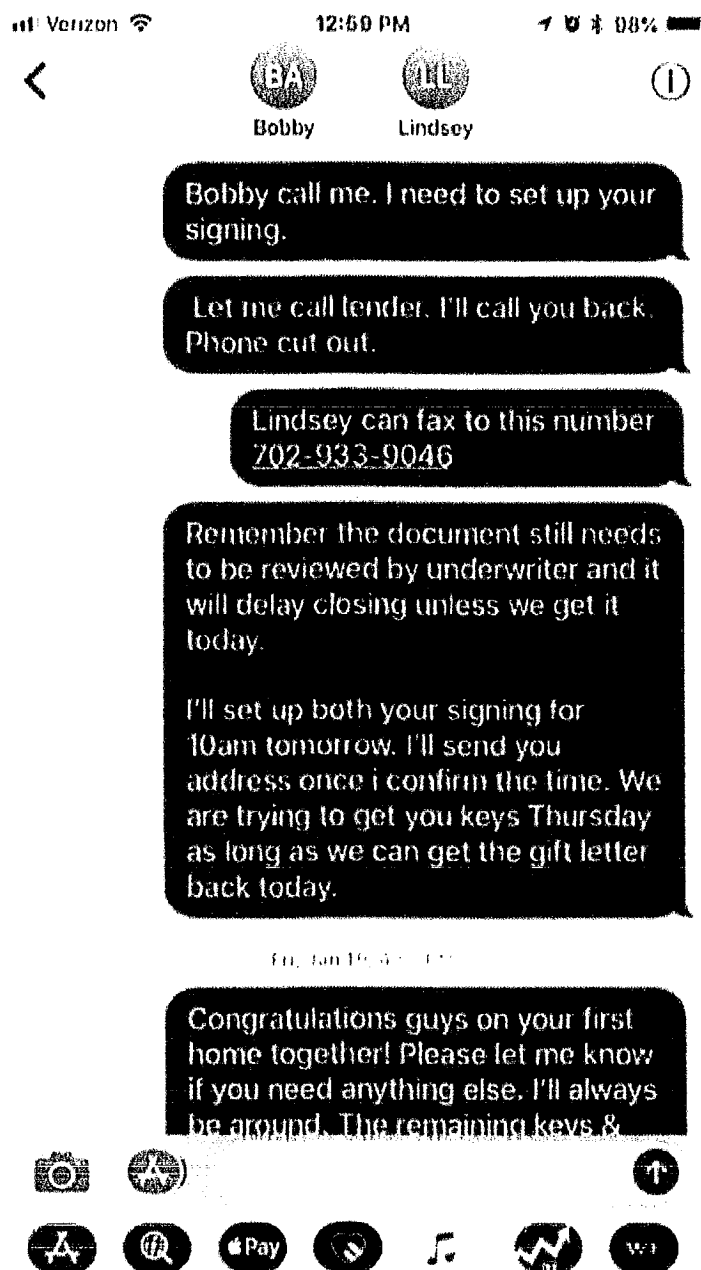
# EXHIBIT 6

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

R-42





# EXHIBIT 7

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

R-45



# EXHIBIT 8

Linda Naw | ERA Brokers Consolidated

Evidence

Antee vs. Naw

R-47



Inet #: 20180119-0001324

Fees: \$40.00

RPTT: \$0.00 Ex #: 006

01/19/2018 12:06:10 PM

Receipt #: 3301102

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N. #	176-20-413-076
Escrow No.	17009321-003-NB1
R.P.T.T.	Exempt #5
Recording Requested By:	
National Title Co.	
Mail Tax Statements To: <i>Same as below</i>	
When Recorded Mail To:	
Bobby Dee Antee	
9564 Scorpion Tract Ct	
Las Vegas, NV 89178	

### GRANT, BARGAIN, SALE DEED

**THIS INDENTURE WITNESSETH:** That for valuable consideration, the receipt of which is hereby acknowledged,

**Lindsey Licari** spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

**Bobby Dee Antee** a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

**FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"**

**SUBJECT TO:**

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

Escrow No. 17009321-003-NB1  
Grant, Bargain, Sale Deed...Continued

Dated this 17 day of January, 2018

Lindsey Licari  
Lindsey Licari

State of Nevada

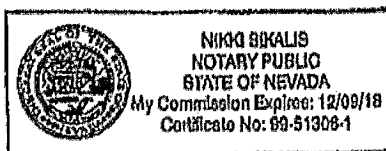
County of Clark

This instrument was acknowledged before me on

by:

Signature:

Notary Public



**Escrow No. 17009321-003-NB1**

**EXHIBIT "A"**  
**Legal Description**

**Parcel One (1):**

**Lot Seventy Six (76) in Block Five (5) of SOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark County, Nevada.**

**Parcel Two (2):**

**A non-exclusive easement for ingress, egress, use, enjoyment and public utility purposes, on, over and across the private streets and common areas on the map referenced hereinabove, which easement is appurtenant to Parcel One (1).**

# EXHIBIT 9

**Bobby Antee Letter**

**Linda Naw | ERA Brokers Consolidated**

**Evidence  
Antee vs. Naw**

R-51

July 17, 2018

To whom to may concern,

My name is Bobby Antee. I am writing this letter to let you know my experience with our realtor Linda Naw against the false claims of my wife Lindsey Antee. Lindsey and I was referred to Linda through a friend of the foundation Aydens Army of Angels. From the beginning, Linda took us around to look at homes all over Las Vegas. She had so much patience with us, helping with whatever were looking for in the price range we could afford and answering any questions we had. We ended up finally finding a home we liked and thought it be great for us. The seller wanted more money than what it was listed for and Linda advised us to just keep looking as they were asking for too much but we wanted the house even though it was more than we initially planned on spending so she helped us get our offer accepted and we were happy!

As first-time buyers going through the home buying process was a long and frustrating experience with all the paperwork that was asked from the lender. My wife knew she couldn't be on the loan due to her credit but she was the one that was putting the down payment. On paper I don't make a lot of income because I'm a tipped employee so we knew we had put a huge down payment. I was only qualified for \$200k and the house was \$256k. The plan was to buy our starter home and stay in it for 2 years so she can file her bankruptcy then we would move into something more spacious. This was our plan. We decided to invest in a home rather then pay \$20k in rent to an apartment.

The mortgage company after running my credit said that I would have to sell my car in order to get qualified. Then right before the closing they told us that we had to pay off my student loans and 2 credit cards which came out a little 11k. My car was upside down \$4000 which my wife paid off. The student loans came out of the down payment from the house. Lindsey had to sign multiple gift letters for the money she gave me for the house. It was very frustrating on our end but this had nothing to do with Linda. She was great in being an assistant and answering questions. She had to step in and help us get all the correct paperwork to the lender so we could close on our home.

The week of closing Lindsey was starting to get worried because the mortgage company hadn't called us with our approval and kept asking us for the same statement and gift letters. So she told me to deal with it. I told her to be patient that we were getting the house and not to worry so much. Linda and I communicated about our loan and closing through our group text until the end. Lindsey can't say she knew nothing about this. I went into the title company alone because she didn't want to go. Linda told us that we both needed to sign regardless if Lindsey was on the loan or not because we were married. She said she can send Lindsey a mobile notary. While I was there at the signing she sent me a contract for repayment of \$75K for the down payment and my debts if we were to get divorce. I don't know where she came up with \$75K. The total down payment and my debt repayment was a total of \$65k plus the car of \$4000. This made me feel very weird and confused to why my new wife would send me such a letter. In my mind and heart I knew Lindsey was my wife and I wasn't going to divorce her. In my mind I took vows and I would fight through all our issues no matter what so I signed her demand to pay her back. After I signed the paperwork for the house, I took the wire instruction to her office and told her that we would be homeowners all we had to do was wire the 62k over the bank. I left the wire instructions with her and I went to work. She later texted me and said its done. She went on her own to the bank. If she didn't want the house, she shouldn't have wired the money. After Lindsey wired the money, Linda checked on us to see how we were doing. I told her we weren't doing good so she told me

R-52

that we could still change our mind and cancel but she wouldn't be able to save our earnest money. I made the decision to keep moving forward.

We are currently going through a divorce right now and I am moved out of the home we bought. Lindsey is making outrageous claims and slandering me and Linda on social media. She's telling people that Linda and I were working together to buy the house with her money without putting her on the deed, like we were out to scam her. I barely knew Linda when we were buying the house! I was doing what my wife and I had planned together! Because of her posts, her followers were sending me death threats and harassing me. Lindsey has even gone as far as to delete all text messages from my phone during the time we were buying the house because she knows she is lying. She knows that her and I agreed to do this together. I don't understand her problem with the deed. We are married and that house is ours. Although I didn't put the down payment, I am the only person paying all the bills with the house. Linda explained to me that all we need to do is go to the title company and do a quit claim to add her to the deed. If we were to stay married, I would have no problem going to add her name to the deed but everything is now being handled through my attorney. Linda isn't the only person Lindsey has had an issue with. She's has had issues and complaints with her son's doctors, her family, make a Wish foundation, St Jude etc. She's even had an issue with a cancer family she was supposed to be helping. It's all on her facebook page. If you have any questions in regards to my letter please call me at 702-578-5372.

Bobby Antee

A handwritten signature in black ink, appearing to be 'Bobby Antee'. The signature is stylized, with a large 'B' and 'A' followed by a horizontal line and a small loop.

# EXHIBIT 10

Linda Naw | ERA Brokers Consolidated

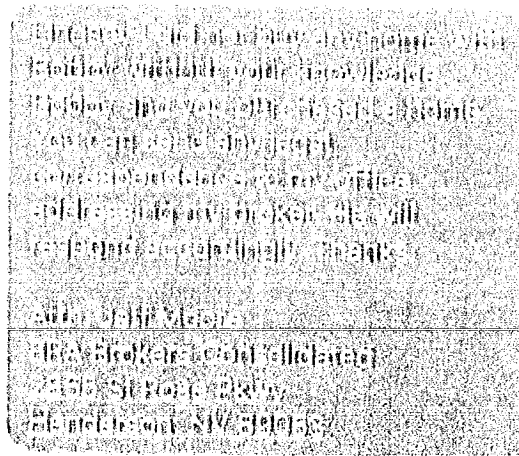
Evidence  
Antee vs. Naw

R-54

Verizon 2:28 PM 74%  
Lindsey

June 26, 2018

I see you and Bobby bought this house without me on the deed while we were married without my knowledge and with my money. I will be reporting you and filing a suit



I definitely will and no I have every message you sent and you will be



R-56



# EXHIBIT 11

Linda Naw | ERA Brokers Consolidated

Evidence  
Antee vs. Naw

R-56

Exhibit #11

Verizon 2:27 PM 25%



Lindsey



Jan 9

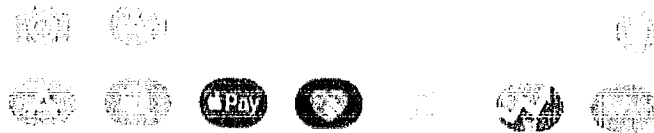
Good morning, I'm so sorry about Bobby, he is just excited and frustrated but he will be fine. I explained things to him and I don't think he wants to meet. We can just wait until we are ready to sign paperwork to meet

[Redacted text]

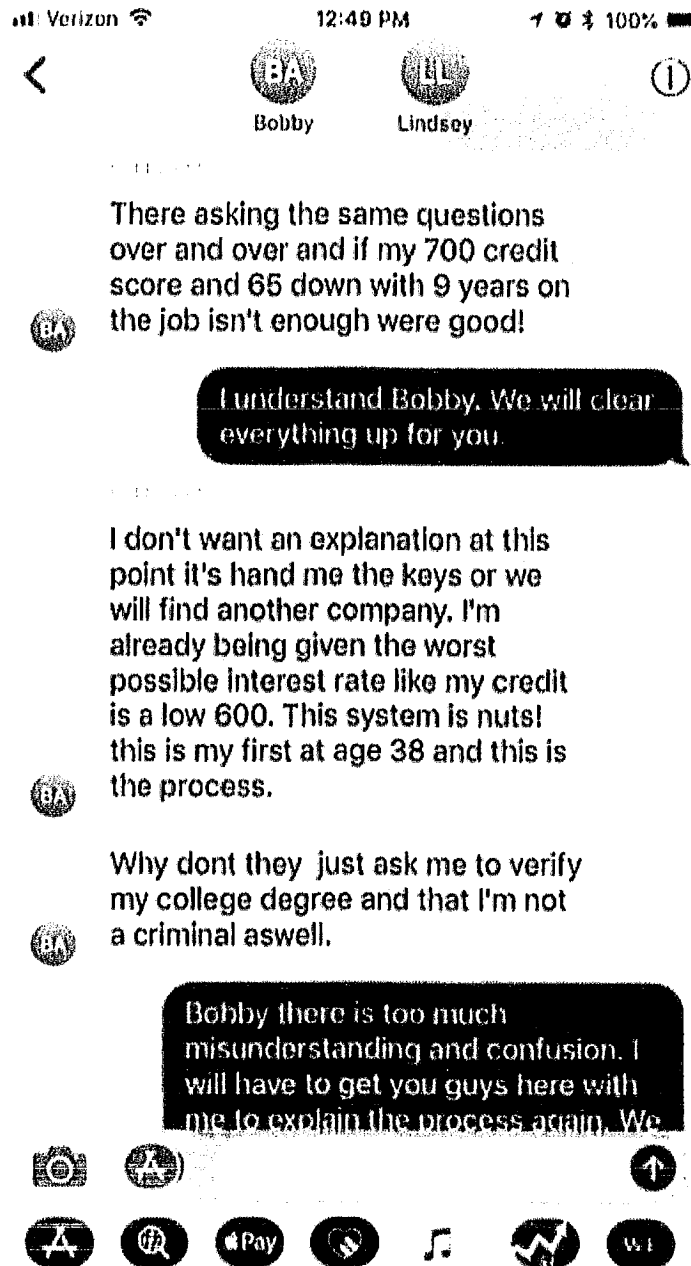
Yea we are fine

[Redacted text]

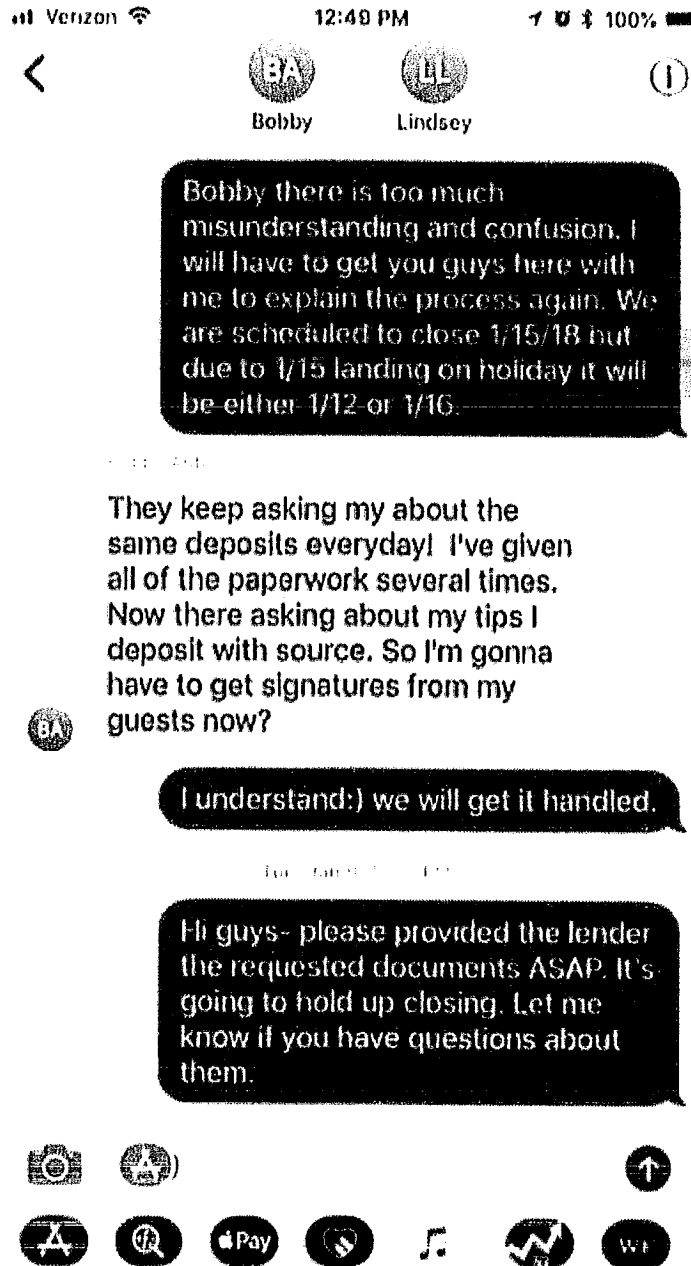
[Redacted text]



R-57



R-58



R-59

Exhibit B

Exhibit B

P-60

## Garrett R. Chase

**Subject:** FW: Home Loan - Docs Needed ----ANTEE-NAW Case  
**Attachments:** Gift Letter \$4060.pdf; LOE \_ Large Deposit \$15,200 BofA xx1099.pdf  
**Importance:** High

**From:** Armen Gevorkyan <AGevorkyan@valleywestmortgage.com>  
**Sent:** Tuesday, January 16, 2018 12:47 PM  
**To:** Bobby Antee <bobbyantee@gmail.com>; Lindsey Licari <lindseylicari14@gmail.com>  
**Cc:** Drew Levy <dlevy@valleywestmortgage.com>; Linda Naw <Linda@NawRealEstateGroup.com>  
**Subject:** Re: Home Loan - Docs Needed  
**Importance:** High

Hello,

The underwriter is requesting the following items below. I have attached the two forms that just needs to be signed and dated. Also need the December BofA statement for Savings acct [REDACTED] Please provide them as soon as possible so that we can submit the docs back to the underwriter. Thank You

1. BORROWER TO PROVIDE A FULLY EXECUTED GIFT LETTER FOR GIFT FUNDS IN THE AMOUNT OF \$4,060. USED FOR AUTO PAYOFF. GIFT LETTER MUST INCLUDE THE GIFT DONORS NAME, ADDRESS, TELEPHONE NUMBER, RELATIONSHIP TO BORROWER, THE AMOUNT OF GIFT AND VERIFY THAT REPAYMENT IS NOT REQUIRED. (attached)
2. BORROWER TO DOCUMENT AND SOURCE FUNDS FOR THE DEPOSIT OF \$15,200. ON 11 /17 /17 TO BOFA [REDACTED] (attached)
- 3.) BORROWER TO PROVIDE MORE RECENT, ADDITIONAL AND CONSECUTIVE BANK STATEMENTS FOR BOFA ACCOUNT ENDING IN [REDACTED] REQUIRED TO SUPPORT WITHDRAW OF FUNDS ON 12/22/17 OF \$11,000. (We need the December BofA Statement for Savings acct [REDACTED] from 11/28/2017 to 12/28/2017. The latest BofA Statement we have is through 11/27/2017.)

( Please note that any additional large deposits will need an explanation and to be sourced)



**Armen Gevorkyan**  
Loan Coordinator

### VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117  
Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 436-2400

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NMLS company number: 65506

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R-61

## Gift Letter

I/We do hereby certify to the following:

I/We Lindsey Licari have given a gift of \$4060.00 dollars to the below Borrower(s). No repayment of this gift is expected or implied either in the form of cash or future services of the recipient.

**Bobby Dee Antee**

This gift is to be applied toward the auto payoff:

Relationship to Borrower: Spouse

Donor's name: Lindsey Licari

Street address: [REDACTED]

City: Las Vegas State: NV Zip: 89147

Donor Telephone: [REDACTED]

The source of gift funds is:

Bank Name: Chase

Type of Account: ☐ Checking ☒ Savings ☐ Other

Account No.: [REDACTED]

\_\_\_\_\_  
\* Donor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\* Borrower Signature (Recipient)

\_\_\_\_\_  
Date

\* Upon the signature(s) of this gift letter, I/We hereby certify that any funds given to the homebuyer were not from any person or entity with an interest in the sale of the property including the seller, or loan officer, real estate agent, broker, builder, or any other entity associated with this transaction.

P-62

Please provide an explanation for large deposit?

11/17/2017 - \$15,200 Bank of America account [REDACTED]?

This was a cash deposit.

---

---

Bobby Antee

Sign and Date

P-63



**Garrett R. Chase**

---

**To:** Linda Naw  
**Subject:** RE: Need Letter of Explanations for Deposits and Source --ANTEE -NAW case

**From:** Armen Gevorkyan <[AGevorkyan@valleywestmortgage.com](mailto:AGevorkyan@valleywestmortgage.com)>  
**Sent:** Tuesday, January 9, 2018 1:30 PM  
**To:** Linda Naw <[Linda@NawRealEstateGroup.com](mailto:Linda@NawRealEstateGroup.com)>  
**Cc:** Drew Levy <[dlevy@valleywestmortgage.com](mailto:dlevy@valleywestmortgage.com)>  
**Subject:** FW: Need Letter of Explanations for Deposits and Source

Hi Linda,  
Here is the initial email that I sent over to Bobby and Lindsey yesterday requesting the attached forms to be complete.



**Armen Gevorkyan**  
Loan Coordinator

**VALLEY WEST MORTGAGE**

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117  
Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 436-2400

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---

**From:** Armen Gevorkyan  
**Sent:** Monday, January 08, 2018 12:29 PM  
**To:** 'Bobby Antee' <[bobbyantee@gmail.com](mailto:bobbyantee@gmail.com)>; 'Lindsey Licari' <[lindseylicari14@aol.com](mailto:lindseylicari14@aol.com)>  
**Cc:** Drew Levy <[dlevy@valleywestmortgage.com](mailto:dlevy@valleywestmortgage.com)>  
**Subject:** RE: Need Letter of Explanations for Deposits and Source

Hello,  
The underwriter is requesting Letter of Explanations for the deposits in the Bank of America and One Nevada Accounts and the source. Please see attached LOE's to be completed and provide source of deposits. Since the BofA and One Nevada credit cards were paid off prior to closing this is why they are asking for the explanations for the deposits and the source of the funds.

R-64



**Armen Gevorkyan**  
Loan Coordinator

**VALLEY WEST MORTGAGE**

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Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 436-2400

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**MORTGAGES WITHOUT OBSTACLES**

**► Get a Quote**

NMLS company number: 65506

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**From:** Bobby Antee [<mailto:bobbyantee@gmail.com>]

**Sent:** Monday, January 08, 2018 9:48 AM

**To:** Armen Gevorkyan <[AGevorkyan@valleywestmortgage.com](mailto:AGevorkyan@valleywestmortgage.com)>

**Subject:** Paid off in full

R-65

Provide explanation for the following deposits and source in One Nevada Accounts:

12/26/2017 – Deposits of \$199, \$47.00, \$258, \$21 in Primary Shares Account?

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12/27/2017 and 12/28/2017 – Deposits of \$230, \$25, and \$145 In Primary Shares Account?

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12/14/2017 – Deposit of \$3,000 in Free Checking Account?

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11/17/2017 – Deposits of \$5000, \$5000, \$900 in Primary Shares Account?

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Bobby Antee

Sign and Date

*P-666*

Provide an explanation for the following deposits and source in Bank of America Accounts:

12/29/2017 – Deposit of \$1,200 in Bank of America Account?

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12/22/2017 – Deposit of \$11,000 in Bank of America Account?

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11/30/2017 – Deposit of \$1,400 in Bank of America Account?

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11/20/2017 – Deposit of \$15,200 in Bank of America Savings Acct [REDACTED]?

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Bobby Antee

Sign and Date

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