

Steven D. Grierson

LINDSEY LICARI

(Name)

9564 SCORPION TRACK CT

(Mailing address)

LAS VEGAS, NV 89178

(City, state, zip code)

(702) 577-6657

(Telephone number)

LINDSEYLICARI14@AOL.COM

(E-mail address)

LINDSEY LICARI

☒ Plaintiff/ ☐ Defendant/ ☐ Other (specify) _____,

In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA



LINDSEY LICARI

Case No.: A-20-808737-C

Plaintiff(s),

Dept. No.: 11

vs.

NIKKI SIKALIS BOTT, an individual, NATIONAL
TITLE COMPANY, a Nevada Corporation

Defendant(s).

Date of Hearing: N/A

Time of Hearing: N/A

NOTICE OF APPEAL TO Supreme Court

TO: (Opposing party's name) Nikki Sikalis Bott & National Title Company

(Opposing attorney's name) Angela Ochoa

Pursuant to JCRCP 72, (check one box) ☒ Plaintiff/ ☐ Defendant/ ☐ Other (specify)

LINDSEY LICARI

_____, in proper person, does hereby appeal from each and every part of the judgment

entered in the District Court on (insert date judgment filed) October 13, 2020, to the Supreme Court

in and for the above-named county and state.

The basis for the appeal is (briefly state basis): _____

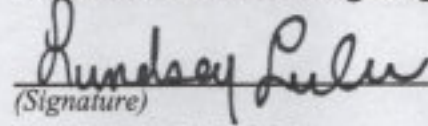
FRAUD ON OF THE COURT, Plaintiff, Lindsey Licari gave clear and concise evidence of forgery, mortgage fraud, in which Elizabeth Gonzalez was bias and used a ruling in family court she knew to be false, Nikki Sikalis Bott was the Escrow Agent who financially benefited and also the notary who forged Mrs. Licari's name, making the deed invalid. Mr. Antee was part of slandering Title, so Rena Hughes ruling of community property is fabricated.

I acknowledge that I may be required to post an appeal bond and to pay all filing fees and costs of appeal, including the expense of a transcript of the trial before this appeal will be filed and considered by

1 the District Court. I further acknowledge that if the appeal is dismissed or the judgment is affirmed, I
2 may be subject to reimbursing the other party for court costs and other expenses or damages as
3 determined by the District Court and as allowed by law.

4 DATED (insert date): October 13, 2020.

5 I declare under penalty of perjury under the law of the State of
6 Nevada that the foregoing is true and correct.

7 

(Signature)

LINDSEY LICARI

(Print Name)

☒ Plaintiff/ ☐ Defendant/ ☐ Other, In Proper Person

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on *(insert date document mailed)* October 13, 2020, I served the foregoing, pursuant to JCRCP 5(b), by depositing a copy of the same in the United States Mail, postage prepaid, to the address listed below *(insert names and mailing addresses of opposing parties' attorneys, or opposing parties directly if no attorneys):*

Angela Ochoa Esq.

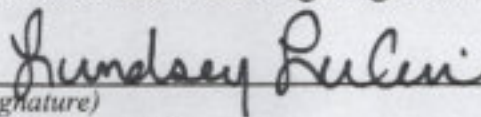
9900 Covington Cross Drive Suite 120

Las Vegas, NV 89144

(Insert date, signature, and name of person mailing document:)

DATED *(insert date):* October 13, 2020

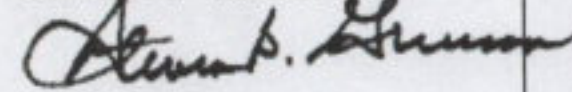
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.



(Signature)

Lindsey Licari

(Print name)



LIPSON NEILSON P.C.
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
ANGELA T. NAKAMURA OCHOA, ESQ.
Nevada Bar No. 10164
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Las Vegas, Nevada 89144
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*Attorneys for Defendants
National Title Co. and
Nikki Sikalis Bott*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

LINDSEY LICARI, an individual,

Plaintiff,

vs.

NIKKI SIKALIS BOTT, and individual;
NATIONAL TITLE CO., a Nevada
corporation; DOES I through X and ROE
CORPORATIONS I through X, inclusive.

Defendants.

) Case No: A-20-808737-C

) Dept. No.: XI

) **FINDINGS OF FACT, CONCLUSIONS
OF LAW AND JUDGMENT**

Defendants Nikki Sikalis Bott and National Title Co., Motion for Summary Judgment,

Alternatively, to Enforce the Settlement and Plaintiff's Motion for Reconsideration on the

Motion for Leave to Amend to File Third Party Complaint(s) came on for hearing on October

6, 2020 at 9:00 a.m. In attendance was Angela Nakamura Ochoa, Esq. on behalf of

Defendants Nikki Sikalis Bott and National Title Co. (collectively "Defendants") and Lindsey

Licari in proper person.

At the onset of the hearing, Plaintiff Lindsey Licari ("Plaintiff" or "Licari") withdrew her

Motion for Reconsideration on the Motion for Leave to Amend to File Third Party

1 Complaint(s). Plaintiff further requested that the Motion for Summary Judgment that she filed
2 on September 22, 2020 be heard concurrently with the instant matter. The Court Denied the
3 Oral Motion.

4 The Court having reviewed the pleadings and papers on file, taking oral argument and
5 for good cause showing, HEREBY FINDS the following:

6 **FINDINGS OF FACTS**

7 1. On June 26, 2018, Plaintiff Lindsey Licari aka Lindsey Antee ("Plaintiff") filed
8 a Complaint for divorce against her husband Bobby Antee ("Bobby") in the Eighth Judicial
9 District Court, Clark County, State of Nevada, case number D-18-573154-D (hereinafter
10 "Divorce Action"). The case was assigned to Judge Rena Hughes.

11 2. On February 7 and 12, 2020, in support of her claims against her husband,
12 Plaintiff testified in her Divorce Trial. The Divorce Trial included testimony from Plaintiff,
13 Bobby and real estate agent, Linda Perdue regarding the facts and circumstances
14 surrounding the purchase of the real property located at 9564 Scorpion Track, Las Vegas,
15 Nevada.
16

17 3. On August 5, 2020, the Court issued and filed the Findings of Fact,
18 Conclusions of Law and Decree of Divorce regarding the Divorce Action. As relevant here,
19 the Findings of Fact, Conclusions of Law and Decree of Divorce included the following:
20

21 Plaintiff and her then-husband Bobby "purchased their home in January
22 2018 and began the process of looking for a home sometime in
23 November 2017."

24 Both Plaintiff and Bobby "were aware the student loans would need to
25 be paid in order for Bobby to qualify for the mortgage necessary to
26 purchase the home."

27 Both Plaintiff and Bobby "were achieving their goals of obtaining a
28 community property residence. [Plaintiff] had knowledge that Bobby
would need to pay off student loans and agreed to provide the funds
necessary."

1 "[Plaintiff and her husband] discussed this very issue" of paying the
student loans prior to the purchase of the property.

2 Bobby's realtor "emailed a closing disclosure to [Bobby and Plaintiff]. On
3 the closing disclosure admitted as evidence, the payoffs for the student
4 loans were listed."

5 Plaintiff and Bobby "were frustrated with the lender's requirements
throughout the qualification and closing process."

6 The "lender required Bobby to pay off the student loans in order to close
7 on the purchase of the marital home."

8 Plaintiff's "testimony [was] not credible when she [said] that she had no
9 knowledge that Bobby's student loans would need to be paid in order to
qualify for the mortgage to purchase the marital residence."

10 Plaintiff and Bobby "intended and agreed that [Plaintiff] would provide
11 the funds for the down payment, escrow deposit, and to pay off certain
12 pre-marriage debts owed by Bobby."

13 Plaintiff "drafted and signed the Letter of Agreement on the date of
closing," and "send this Agreement to Bobby while he waited at the title
14 company to finalize the purchase transaction."

15 "[T]here was a second draft of the Letter of Agreement."

16 "[T]he operative terms in common are that, in the event of divorce,
17 [Plaintiff] would receive \$75,000, with the remaining equity divided
50/50."

18 Plaintiff "communicated to Bobby she would not wire the funds to close
19 the sale if he did not sign the Letter of Agreement."

20 "[Plaintiff's] testimony that she did not know she was wiring funds to
21 close the sale is not credible."

22 "Lindsey went to a bank by herself and wired funds, utilizing instructions
23 provided by the escrow company. By filling out a wire transfer form at
the bank, her actions completed the process necessary for the purchase
24 of the marital home."

25 Then, Plaintiff "sent a text message to Bobby that she was sending the
26 money, that she would sign a quitclaim deed for the home, and go to
heaven to be with her son."

27 "[Plaintiff] did not meet her burden of proof by clear and convincing
28 evidence that [her husband] committed fraud against [Plaintiff] by having
the marital home in his name alone at the time of purchase."

1 The "Grant, Bargain and Sale deed signed by [Plaintiff] at the closing
2 transaction was required by lender in order to vest title in Bobby's name,
3 as Bobby was the only one appearing on the mortgage."

4 "[Plaintiff] claims she did not sign the deed, but her testimony is not
5 credible."

6 "The Grant, Bargain, and Sale Deed was signed by [Plaintiff] and
7 stamped by a notary."

8 4. On January 17, 2020, Plaintiff filed her Complaint before this instant Court,
9 alleging that Defendants National Title Co., and Nikki Sikalis Bott either forged her signature
10 on a Grant Bargain Sale Deed concerning 9564 Scorpion Track or lied that Plaintiff
11 executed the Grant Bargain Sale Deed.

12 5. Each and every one of the claims asserted against Defendants arises out of
13 the aforementioned allegation concerning forgery.

14 6. At the time of the hearing, Plaintiff had a pending Motion for Summary
15 Judgment that she had filed on September 22, 2020, which is now moot.

16 If any of these findings of fact should more properly be identified as a conclusion of
17 law, then it shall be deemed a conclusion of law.

18 **CONCLUSIONS OF LAW**

19 1. Summary Judgment is appropriate "when the pleadings and other evidence
20 on file demonstrate that no 'genuine issue to any material fact [remains] and that the moving
21 party is entitled to a judgment as a matter of law.'" *Wood v. Safeway, Inc.*, 121 Nev. 724,
22 729, 121 P.3d 1026, 1029 (2005).

23 2. The doctrine of issue preclusion is appropriate where the moving party has
24 established that "(1) the issue decided in the prior litigation must be identical to the issue
25 presented in the current action; (2) the initial ruling must have been on the merits and
26 have become final; (3) the party against whom the judgment is asserted must have been
27
28

1 a party or in privity to the prior litigation; and (4) the issue was actually and necessarily
2 litigated." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709, 713 (2008).

3 3. "[A] final judgment has preclusive effect, even while on appeal." *Edwards v.*
4 *Ghandour*, 123 Nev. 105, 115, 159 P.3d 1086, 1092, 2007 Nev. LEXIS 24, *18, 123 Nev.
5 Adv. Rep. 14 (2007) (also stating: "Although we necessarily focus on
6 claim preclusion in this section, we note that the policies underlying claim preclusion apply
7 equally to issue preclusion as well, and that a judgment on appeal retains its preclusive
8 effect for purposes of both claim and issue preclusion).
9

10 4. The Court finds that it is appropriate to apply issue preclusion as to Lindsey
11 Licari because these issues, including whether the Grant Bargain Sale Deed was forged
12 was fully litigated and decided in the Divorce Action and are central to the issues in this
13 case.

14 5. After a trial, Judge Hughes issued her Findings of Fact Conclusions of Law
15 and Decree of Divorce determinining that Lindsey Licari signed the Grant Bargain Sale
16 Deed, making the decision final and on its merits; Lindsey Licari was a party to the Divorce
17 Action and she is the plaintiff in this instant case. The issue regarding the alleged forgery
18 was actually and necessarily litigated.
19

20 If any of these conclusions of law should more properly be identified as a finding
21 of fact, then it shall be deemed a finding of fact.

22 ORDER AND JUDGMENT

23 Based upon the above Findings of Fact and Conclusions of Law, the Court hereby
24 ORDERED, ADJUDGES AND DECREES as follows:
25

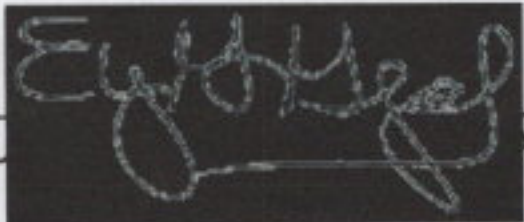
- 26 1. Defendants Motion for Summary Judgment is GRANTED.
- 27 2. Defendants alternate request to enforce a settlement is DENIED as moot.
- 28

3. Judgment is entered in favor of Defendants Nikki Sikalis Bott and National Title Co., and against Plaintiff Lindsey Licari.

4. The hearing on Plaintiff's Motion for Summary Judgment set for November 10, 2020 is hereby VACATED.

5. This is a final judgment.

Dated this 13th day of October, 2020.


JULIO ALEZ

Submitted by:
LIPSON NEILSON P.C.

/s/ Angela Ochoa

Joseph P. Garin, Esq. (NV Bar No. 6653)
Angela Ochoa, Esq. (NV Bar No. 10164)
9900 Covington Cross Dr., Suite 120
Las Vegas, NV 89144

Attorneys for Defendants

Approved as to form and content by:

REFUSED TO SIGN

Lindsey Licari
9564 Scorpion Track Ct.
Las Vegas, NV 89178
Phone: 702-577-6657
lindseylicari114@aol.com

Plaintiff Lindsey Licari In Proper Person

Juan Cerezo

From: Angela Ochoa
Sent: Thursday, October 8, 2020 8:03 AM
To: Juan Cerezo
Subject: FW: Natl. Title adv. Licari

From: LINDSEY LICARI <lindseylicari14@aol.com>
Sent: Wednesday, October 7, 2020 7:07 PM
To: Angela Ochoa <AOchoa@lipsonneilson.com>
Subject: Re: Natl. Title adv. Licari

Findings of fact or findings of corruption? Your a sick person and I prefer you stop contacting me with your bullshit. Just put in the order so I can appeal it and get to a honest court. Get some morals

Lindsey LiCari
President/Founder
Ayden's Army of Angels
[Www.aydensarmyofangels.org](http://www.aydensarmyofangels.org)
[Www.instagram.com/aydensarmyofangelsofficial](https://www.instagram.com/aydensarmyofangelsofficial)

On Oct 7, 2020, at 5:02 PM, Angela Ochoa <AOchoa@lipsonneilson.com> wrote:

Ms. Licari,
Please find the attached Findings of Fact, Conclusions of Law and Judgment. Please advise if I have your authority to affix your electronic signature. If I do not hear from you by October 12, I will submit the same without your signature.
Angela

<image001.jpg>
Angela T. Nakamura Ochoa
Attorney
9900 Covington Cross Drive, Suite 120
Las Vegas, NV 89144-7052
cell phone: (702) 327-4989
E-Mail: aochoa@lipsonneilson.com
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Offices in Nevada, Michigan, Arizona & Colorado

*

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