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8 Attorneys for Defendants,
JENNINGS AND FULTON LTD,
9 ADAM FULTON, JARED JENNINGS and
LOGAN WILLSON

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

13 LINDSEY LICARI, an individual,
14 Plaintiff,
15 vs.

16 JENNINGS AND FULTON LTD, a Nevada
Corporation, SHUMWAY VAN LTD, a
17 Nevada Corporation, ADAM FULTON, an
individual; JARED JENNINGS, an
18 individual, LOGAN WILLSON, an
individual, GRAYSON MOULTON, an
19 individual, GARRETT CHASE, an
individual; STATE BAR OF NEVADA, A
20 Nevada Corporation; DOES I through X,
inclusive.,
21 Defendants.

CASE NO. A-20-820446-C
Dept. No.: XX

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW, AND
ORDER**

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1 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

2 PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law, and Order was
3 entered in the above-entitled Court on the 29th day of November, 2021, a copy of which is
4 attached hereto.

5 DATED: November 29, 2021

6 **MURCHISON & CUMMING, LLP**

7

8

By _____/s/ Tyler N. Ure_____
 Michael J. Nuñez, Esq.
 Nevada Bar No. 10703
 Tyler N. Ure, Esq.
 Nevada Bar No. 11730
 350 South Rampart Boulevard, Suite 320
 Las Vegas, Nevada 89145
 Attorneys for Defendants,
 JENNINGS AND FULTON LTD,
 ADAM FULTON, JARED JENNINGS &
 LOGAN WILLSON

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1 PROOF OF SERVICE

2 STATE OF NEVADA, COUNTY OF CLARK

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Clark, State of Nevada. My business address is 350 South Rampart
Boulevard, Suite 320, Las Vegas, NV 89145.

5 On November 29, 2021, I served true copies of the following document(s) described as
6 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER** on
the interested parties in this action as follows:

7 **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing and electronic
8 service the document(s) listed above to the Counsel set forth on the service list on this date
pursuant to Administrative order 14-2 NEFCR 9 (a), and EDCR Rule 7.26.

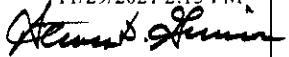
9 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the
10 persons at the addresses listed in the Service List and placed the envelope for collection and
11 mailing, following our ordinary business practices. I am readily familiar with Murchison &
12 Cumming's practice for collecting and processing correspondence for mailing. I am aware that
on motion of the party served, service is presumed invalid if the postal cancellation date or
postage meter date is more than one business day after the date of deposit for mailing in this
declaration.

13 Lindsey Licari Plaintiff In Proper Person
14 9564 Scorpion Track Court
Las Vegas, NV 89178
15 Telephone: (702) 577-6657

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

17 Executed on November 29, 2021, at Las Vegas, Nevada.

18
19 /s/ Nicole Garcia
20 Nicole Garcia
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CLERK OF THE COURT

1 **FFCL**
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JENNINGS AND FULTON LTD,
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9 LOGAN WILLSON

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**
12

13 LINDSEY LICARI, an individual,
14 Plaintiff,

15 vs.

16 JENNINGS AND FULTON LTD, a Nevada
17 Corporation, SHUMWAY VAN LTD, a
Nevada Corporation, ADAM FULTON, an
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individual; LOGAN WILLSON, an
19 individual; GRAYSON MOULTON, an
individual; GARRETT CHASE, an
20 individual; STATE BAR OF NEVADA, A
Nevada Corporation; DOES I through X,
21 inclusive.,
22 Defendants.

CASE NO. A-20-820446-C
Dept. No.: XX

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER**

23 Before this Court is Defendants' Motion for Summary Judgment filed on October 4,
24 2021 (the "Motion"). This matter was scheduled for hearing on November 17, 2021. Plaintiff
25 did not file an Opposition to the Motion. Pursuant to EDCR 2.20(e) Plaintiff's failure to file
26 an opposition to the Motion is construed as an admission that the Motion is meritorious and
27 consent by Plaintiff to grant the relief requested in the Motion. For good cause showing, the
28 Court makes these Findings of Fact, Conclusions of Law, and Order:

I.

FINDINGS OF FACT

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3 1. Plaintiff and Bobby Antee were married on November 25, 2017 in Las Vegas,
4 Nevada.

5 2. Shortly thereafter, Plaintiff and Antee retained the services of Linda Naw to
6 represent them in the purchase of their marital home and entered into a purchase agreement
7 to purchase property located at 9564 Scorpion Track Court in Las Vegas, Nevada 89178 (the
8 "Property").

9 3. Neither Plaintiff nor Antee could qualify for a mortgage on their own.

10 4. Plaintiff could not qualify for a mortgage on her own so she gave money to Antee
11 to help with the purchase.

12 5. Plaintiff was required to execute gift letters regarding the money she gave to
13 Antee.

14 6. It was Plaintiff's intent that the money she "gifted" would not become community
15 property and therefore she required Antee to sign a Letter of Agreement.

16 7. The Letter of Agreement provided that upon a divorce the house would be sold.

17 8. The Letter of Agreement further provided that out of the proceeds of the sale
18 Plaintiff would receive the \$75,000 she contributed of her separate property. Any remaining
19 equity would be split between Plaintiff and Antee 50/50.

20 9. The parties closed on the Property on January 19, 2020.

21 10. Thereafter a quitclaim deed was recorded conveying any interest Plaintiff may
22 have had in the Property to Antee. Plaintiff contended her signature on the quitclaim deed was
23 a forgery.

24 11. Plaintiff then filed a Complaint for Divorce opening case number D-18-573154-D
25 (the "Divorce Case") on June 26, 2018 in proper person.

26 12. On December 29, 2018, Plaintiff also filed a Complaint for Separate
27 Maintenance, attaching hundreds of pages of exhibits.

28 13. The Complaint for Separate Maintenance was later dismissed.

1 14. Christopher R. Tilman, Esq. represented Plaintiff in the Divorce Case from July
2 28, 2018 until he withdrew on July 3, 2019.

3 15. Thereafter Plaintiff retained Defendants to represent her in connection with the
4 Divorce Case.

5 16. Defendants represented Plaintiff through the trial in the Divorce Case.

6 17. The documents attached to Plaintiff's Complaint for Separate Maintenance were
7 designated as proposed Exhibit 6 in the pretrial exhibit list and were identified as Bates Nos.
8 PLTF0035-PLTF0335 in the Divorce Case.

9 18. Counsel for Antee objected to the admission of proposed Exhibit 6. Therefore,
10 individual documents within proposed Exhibit 6 (identified as Bates Nos.) were admitted at
11 trial.

12 19. In the Divorce Case the Court ruled in Plaintiff's favor on the most substantial
13 issues by enforcing the Letter of Agreement.

14 20. On or about December 17, 2018, Linda Naw sued Plaintiff for defamation and
15 business disparagement (the "Naw Case"). Defendants represented Plaintiff in the Naw case.

16 21. On January 17, 2020 Defendants filed a complaint on behalf of Plaintiff against
17 Nikki Bott claiming breach of fiduciary duty, misrepresentation, negligence, violations of NRS
18 240.075, and unjust enrichment (the "Bott Case").

19 22. On May 20, 2020 Plaintiff informed Defendants that she could no longer afford
20 their legal services, asked them to withdraw from the Bott Case and the Naw Case, and
21 indicated she would represent herself going forward.

22 23. Defendants' Motion to Withdraw as Counsel was granted on June 26, 2020 in
23 the Bott Case.

24 24. Defendants' Motion to Withdraw as Counsel was granted on June 5, 2020 in the
25 Naw Case.

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1 II.

2 **CONCLUSIONS OF LAW**

3 1. To prevail on a legal malpractice claim, Plaintiff must establish 1) the existence
4 of an attorney-client relationship; 2) a duty owed to Plaintiff to use such skill, prudence, and
5 diligence as a lawyer of ordinary skill and capacity possesses; 3) breach of such duty; and 4)
6 that the breach proximately caused to Plaintiff; and 5) actual loss or damages. Day v. Zobel,
7 112 Nev. 972, 976, 922 P.2d 536, 538 (1996).

8 2. Plaintiff must prove that "but for" Defendants alleged negligence, she would have
9 received a better result in the underlying action. Iliescu v. Hale Lane Peek Dennison & Howard
10 Prof'l Corp., 455 P.3d 841 (Nev. 2020).

11 3. Defendants did not breach a duty of care to Plaintiff where they presented all
12 relevant evidence at trial in the Divorce case concerning the purchase of the Property and the
13 Letter of Agreement.

14 4. Defendants did not breach of a duty of care to Plaintiff by not disclosing a
15 handwriting expert because the alleged forgery was not relevant to the Letter of Agreement,
16 distribution of community property, or any other issue in the Divorce Case.

17 5. Further, Plaintiff has suffered no damages because the introduction of additional
18 documentary or expert evidence would not have resulted in a better outcome in the Divorce
19 Case.

20 6. Defendants did not breach a duty of care to Plaintiff with respect to the Bott Case.

21 7. Any adverse outcome in the Bott Case is casually related to the acts or omissions
22 of Plaintiff, not Defendants.

23 8. Defendants did not breach a duty of care to Plaintiff with respect to the Naw
24 Case.

25 9. Any adverse outcome in the Naw Case is casually related to the acts or
26 omissions of Plaintiff, not Defendants.

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III.

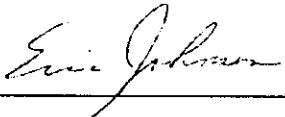
ORDER

For good cause, it is hereby
ORDERED, ADJUDGED, AND DECREED that Defendants' Motion for Summary
Judgment is GRANTED.

IT IS FURTHERE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Complaint
is DISMISSED with PREJUDICE.

IT IS SO ORDERED.

Dated this 29th day of November, 2021



**D9A 4E5 8FB2 B14F
Eric Johnson
District Court Judge**

Respectfully submitted
on November 16, 2021 by:

Approved as to form and content by:

MURCHISON & CUMMING, LLP

By: /s/ Tyler N. Ure
Michael J. Nuñez, Esq.
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350 South Rampart Blvd., Ste. 320
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Attorneys for Defendants,
JENNINGS AND FULTON LTD,
ADAM FULTON, JARED JENNINGS
and LOGAN WILLSON

By: did not respond
Lindsey Licari
9564 Scorpion Track Court
Las Vegas, NV 89178
PLAINTIFF IN PROPER PERSON

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Lindsey Licari, Plaintiff(s)

CASE NO: A-20-820446-C

7 vs.

DEPT. NO. Department 20

8 Jennings and Fulton LTD,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the
14 court's electronic eFile system to all recipients registered for e-Service on the above entitled
15 case as listed below:

Service Date: 11/29/2021

16 Michael Nunez	mnunez@murchisonlaw.com
17 Copy Room	efile@alversontaylor.com
18 Kurt Bonds	kbonds@alversontaylor.com
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