



1 **COMP**
LINDSEY LICARI
2 9564 SCORPION TRACK CT
LAS VEGAS, NV 89178
3 702-577-6657
4 LINDSEYLICARI14@AOL.COM
PLAINTIFF, LINDSEY LICARI, IN PROPER PERSON

5
6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 LINDSEY LICARI, an individual,
9 Plaintiff,

CASE NO.: A-20-808737-C

DEPT. NO.: Department 11

10 v.

COMPLAINT
Exempt from Arbitration
(Amount in Controversy is over
\$50,000)
(AMENDED)

11 NIKKI SIKALIS BOTT, an individual;
12 NATIONAL TITLE CO., a Nevada
corporation; LINDA NAW, an individual.,
13 ERA BROKERS; a Nevada Corporation;
VALLEY WEST MORTGAGE, a Nevada
14 Corporation, DREW LEVY, an individual,
BOBBY ANTEE, an individual., ONE
15 REALTY GROUP; a Nevada Corporation;
MELISSA PARKER; an individual;
16 MELANIE TREANOR, an individual;
GREATER LAS VEGAS ASSOCIATION OF
17 REALTORS; a Nevada Corporation;
NEVADA REAL ESTATE DIVISION
18 BUSINESS AND INDUSTRY; a Nevada
Corporation; DOES I through X; and ROE
19 CORPORATIONS I through X, inclusive,

20 Defendants.
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23 Plaintiff LINDSEY LICARI hereby files this Complaint against Defendants NIKKI
24 SIKALIS BOTT, NATIONAL TITLE CO., ERA BROKERS, LINDA NAW, BOBBY
25 ANTEE, DREW LEVY, GREATER LAS VEGAS ASSOCIATION OF REALTORS,
26 NRED BUSINESS AND INDUSTRY; REALTY ONE GROUP, MELISSA PARKER,
27 VALLEY WEST MORTGAGE DOES I through X, and ROE CORPORATIONS I
28 through X (collectively “Defendants”), and alleges as follows:

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PARTIES, JURISDICTION & VENUE

1. Plaintiff LINDSEY LICARI (“Plaintiff” and/or “Ms. Licari”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

2. Upon information and belief, Defendant NIKKI SIKALIS BOTT (“Ms. Bott”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

3. Upon information and belief, Defendant BOBBY ANTEE (“Mr. Antee”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

4. Upon information and belief, Defendant MELISSA PARKER (“Ms. Parker”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

5. Upon information and belief, Defendant MELANIE TREANOR (“Ms. Treanor”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

6. Upon information and belief, Defendant LINDA NAW (“Ms. Naw”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

7. Upon information and belief, Defendant DREW LEVY (“Mr. Levy”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

8. Defendant ERA BROKERS (“Era Brokers”) is a domestic corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

1 9. Defendant VALLEY WEST MORTGAGE (“Valley West Mortgage”) is a
2 domestic corporation formed under the laws of the United States and the State of Nevada,
3 and conducts business in Clark County, Nevada.

4 10. Defendant ONE REALTY GROUP (“One Realty”) is a domestic
5 corporation formed under the laws of the United States and the State of Nevada, and
6 conducts business in Clark County, Nevada.

7 11. Defendant GREATER LAS VEGAS ASSOCIATION OF REALTORS
8 (“GLVAR”) is a domestic corporation formed under the laws of the United States and the
9 State of Nevada, and conducts business in Clark County, Nevada.

10 12. Defendant NEVADA REAL ESTATE DIVISION BUSINESS AND
11 INDUSTRY (“NRED”) is a domestic corporation formed under the laws of the United
12 States and the State of Nevada, and conducts business in Clark County, Nevada.

13 13. Defendant NATIONAL TITLE CO. (“National Title”) is a domestic
14 corporation formed under the laws of the United States and the State of Nevada, and
15 conducts business in Clark County, Nevada.

16 14. Plaintiff does not know the true names of the individuals, corporations,
17 partnerships and entities sued and identified in fictitious names as DOES I through X and
18 ROE CORPORATIONS I through X. Plaintiff alleges that such Defendants assisted or
19 participated in activities that resulted in damages suffered by Plaintiff as more fully
20 discussed under the claims for relief set forth below. Plaintiff requests leave of this
21 Honorable Court to amend this Complaint to show the true names and capacities of each
22 such fictitious Defendant when Plaintiff discovers such information.

23 15. This Court has personal jurisdiction over all parties, as all parties involved
24 are residents of Clark County, Nevada or conduct business in Clark County, Nevada.
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1 sign, we can close within 24 hours.”

2 23. On or about January 17, 2018 a “Grant, Bargain, Sale Deed” (the “Deed”)
3 was notarized by senior escrow officer of National Title, Defendant Nikki Sikalis Bott,
4 acting as the agent of National Title, with Plaintiff’s signature which she did not sign and
5 was forged.

6 24. The Deed was fraudulently recorded on January 19, 2018, Instrument No.
7 20180119-0001324 and notarized by DEFENDANT, MELANIE TREANOR, without Ms.
8 Licari Present.

9 25. The recorded date of the sale of the Subject Property was January 19, 2018
10 and the Deed listed Mr. Antee as the sole owner slandering the Title on property 9564
11 Scorpion Track Ct. Las Vegas, NV 89178.

12 26. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
13 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
14 unable to provide the Secretary of State’s office with the disputed notary journal entry and
15 that a violation letter was sent to Ms. Bott for the failure to provide the journal entry.

16 27. Upon information and belief, National Title, ERA Brokers, Valley West
17 Mortgage and One Realty was aware of, should have been aware of, and/or authorized the
18 forged Deed and Ms. Bott is an agent and employee of National Title, LINDA NAW an
19 agent of ERA Brokers, Drew Levy an agent of Valley West Mortgage, and Melissa Parker
20 an agent of One Realty.

21 28. On or about June 26, 2018, Plaintiff discovered that she was not on title to
22 the Subject Property vis-a-vis the Clark County Assessor’s website, at that time Quite Title
23 should have been issued to Ms. Licari.

24 29. Ms. Licari received a copy of the closing disclosure related to the
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1 transaction and discovered that through escrow and title services provided by National Title
2 that Mr. Antee's \$8,374.03 in student loans were paid off through the funds provided by
3 Plaintiff that were assured to be used towards the purchase of the Subject Property, and not
4 to pay off Mr. Antee's student loans.

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6 30. Upon information and belief, the negligent misrepresentations and/or
7 fraudulent/intentional misrepresentations are the direct result of fraud on the part of
8 Defendants designed to deprive Ms. Licari of her ownership interest in the Subject Property
9 through the forged Deed.

10 31. As a direct and proximate result of the aforementioned acts and/or
11 omissions, Plaintiff sustained damages in excess of \$1,000,000.00.

12 32. Plaintiff has been forced to hire an attorney to prosecute this action and
13 therefore seeks recovery of attorneys' fees and costs.
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17 **FIRST CLAIM FOR RELIEF**

18 **(Breach of Fiduciary Duty)**

19 **(As Against All Defendants)**

20 33. Plaintiff incorporates the allegations in the preceding paragraphs as though
21 fully set forth herein.

22 34. A fiduciary relationship existed between Defendants and Plaintiff.

23 35. Defendants owed Plaintiff the fiduciary duty of care and loyalty to use the
24 requisite skill, prudence, and diligence as other members of the profession commonly
25 possess and exercise by notary publics and title and escrow companies.
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27 36. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
28 to use the requisite skill, prudence, and diligence as other members of the profession

1 commonly possess and exercise by notary publics and title and escrow companies resulting
2 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
3 approval, and Plaintiff not placed on title.

4 37. National Title, ERA Brokers, Valley West Mortgage, One Realty further
5 breached the fiduciary duty of care and loyalty owed to Plaintiff by causing \$8,374.03 of
6 Mr. Antee's student loans to be paid off, and not using that money towards the purchase of
7 the Subject Property.
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9 38. Plaintiff's damages are directly and proximately caused by the
10 aforementioned acts and/or omissions in excess of \$1,000,000.00.

11 39. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
12 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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14 **SECOND CLAIM FOR RELIEF**

15 **(Fraud/Intentional Misrepresentation)**

16 **(As Against All Defendants)**

17 40. Plaintiff incorporates the allegations in the preceding paragraphs as though
18 fully set forth herein.

19 41. Defendants made false representations and/or intentional misrepresentations
20 as to Plaintiff being present and executing the Deed notarized by Ms. Bott acting as the
21 agent of National Title, and paying off Mr. Antee's student loans.

22 42. On or about January 17, 2018, the Deed was notarized by senior escrow
23 officer of National Title, Defendant Nikki Sikalis Bott, acting as the agent of National
24 Title, with Plaintiff's signature which she did not sign and was forged.

25 43. The Deed was recorded on January 19, 2018, Instrument No. 20180119-
26 0001324.
27

28 44. Ms. Licari was not present at the closing occurring on January 17, 2018, all

1 parties attended the closing and never asked where Mr. Antee's wife was.

2 45. The recorded date of the sale of the Subject Property was January 19, 2018
3 and the Deed listed Mr. Antee as the sole owner.

4 46. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
5 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
6 unable to provide the Nevada Secretary of State's office with the disputed notary journal
7 entry and that a violation letter was sent to Ms. Bott for the failure to provide the journal
8 entry.
9

10 47. Upon information and belief, National Title, ERA Brokers, Valley West
11 Mortgage, One Realty was aware of, should have been aware of, and/or authorized the
12 forged Deed and Ms. Bott is an agent and employee of National Title, Ms. Naw is an agent
13 of ERA Brokers, and Melissa Parker, is an agent of One Realty and Drew Levy is a agent
14 of Valley West Mortgage.
15

16 48. Defendants further made false representations and/or intentional
17 misrepresentations as to material facts that Plaintiff executed the Deed.

18 49. On or about June 26, 2018, Plaintiff discovered that she was not on title to
19 the Subject Property vis-a-vis the Clark County Assessor's website.
20

21 50. Ms. Licari received a copy of the closing disclosure related to the
22 transaction and discovered that through escrow and title services provided by National Title
23 that Mr. Antee's \$8,374.03 in student loans were paid off through the funds provided by
24 Plaintiff that were assured to be used towards the purchase of the Subject Property, and not
25 to pay off Mr. Antee's student loans.

26 51. Defendants made the aforementioned false representations and/or intentional
27 misrepresentations with knowledge that the representations were false because Plaintiff did
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1 not execute the Deed.

2 52. Defendants made the aforementioned false representations and/or intentional
3 misrepresentations that resulted in Plaintiff not being on title for the Subject Property.

4 53. Plaintiff justifiably relied on the false representations and/or intentional
5 misrepresentations resulting in Plaintiff ultimately not being placed on title and the Subject
6 Property was purchased without Plaintiff's permission or approval.

7 54. Plaintiff's damages are directly and proximately caused by the
8 aforementioned acts and/or omissions in excess of \$1,000,000.

9 55. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
10 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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12 **THIRD CLAIM FOR RELIEF**

13 **(Constructive Fraud)**

14 **(As Against All Defendants)**

15 56. Plaintiff incorporates the allegations in the preceding paragraphs as though
16 fully set forth herein.

17 57. A confidential relationship existed creating fiduciary duties Defendants
18 owed to Plaintiff.

19 58. Plaintiff entrusted Defendants that if she wished to proceed with the
20 purchase of the Subject Property and utilize Defendants services to effectuate the escrow
21 and title documents, that Defendants would represent her best interests throughout the
22 pending transaction and purchase of the Subject Property.

23 59. A fiduciary relationship existed between Defendants and Plaintiff.

24 60. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
25 to use the requisite skill, prudence, and diligence as other members of the profession
26 commonly possess and exercise by notary publics and title and escrow companies resulting
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1 fully set forth herein.

2 68. Defendants owed the duty of care to Plaintiff to use the requisite skill,
3 prudence, and diligence as other members of the profession commonly possess in providing
4 notary, title, and escrow services for Plaintiff resulting in the forged Deed, the Subject
5 Property purchased without Plaintiff's permission or approval, and Plaintiff not placed on
6 title.
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8 69. National Title, ERA Brokers, Valley West Mortgage, One Realty further
9 owed Plaintiff the duty of care to disclose to Plaintiff that \$8,374.03 of the funds Plaintiff
10 provided in the Gift Letters would be used to pay-off Mr. Antee's student loans, and not
11 towards the purchase of the Subject Property.
12

13 70. Defendants breached the duty of care to Plaintiff by failing to use the
14 requisite skill, prudence, and diligence as other members of the profession commonly
15 possess in providing notary, title, and escrow services for Plaintiff resulting in the forged
16 Deed, the Subject Property purchased without Plaintiff's permission or approval, and
17 Plaintiff not placed on title.
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19 71. National Title, ERA Brokers, Valley West Mortgage, One Realty further
20 breached the duty of care to Plaintiff by failing to use the requisite skill, prudence, and
21 diligence as other members of the profession commonly possess as the title and escrow
22 representative for the purchase of the Subject Property by failing to disclose to Plaintiff that
23 \$8,374.03 of the funds Plaintiff provided in the Gift Letters would be used to pay-off Mr.
24 Antee's student loans, and not towards the purchase of the Subject Property.
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26 72. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
27 file violating NRS 240.075 and they did not act, adding to the defamation of Ms. Licari and
28 her foundation.

1 journal for each notarial act performed, specifically as the agent for National Title,
2 including the journal entry in dispute for the Deed, which Defendants failed to do.

3 96. Plaintiff's damages resulted from an occurrence of the nature which NRS
4 240.120 is designed to protect and Plaintiff is within the class of persons NRS 240.120 is
5 designed to protect.
6

7 97. As a result of Defendants violation of NRS 240.120, Plaintiff's damages are
8 directly and proximately caused by the aforementioned acts and/or omissions in excess of
9 \$1,000,000.00.

10 98. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
11 file violating NRS 240.075 and they did not act, adding to the defamation of Ms. Licari and
12 her foundation.
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14 99. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
15 for having to obtain counsel in this matter to protect her rights and prosecute this matter.

16 **EIGHTH CLAIM FOR RELIEF**

17 **(Negligent Misrepresentation)**

18 **(As Against All Defendants)**

19 100. Plaintiff incorporates the allegations in the preceding paragraphs as though
20 fully set forth herein.

21 101. Defendants supplied information while in the course of their business,
22 profession, or employment in which they had a pecuniary interest in that resulted in the
23 forged Deed.

24 102. The information supplied to Plaintiff, notably that she would be present and
25 sign the Deed in dispute, which was false resulting in the forged Deed.

26 103. The false information provided by Ms. Bott, acting as the agent of National
27 Title, was through scope of the services provided by Defendants prior to and at the closing
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1 of the transaction of the Subject Property.

2 104. Defendants failed to exercise reasonable care and/or competence in ensuring
3 that Plaintiff executed the Deed.

4 105. Plaintiff justifiably relied on the false information provided by and at the
5 guidance of Defendants to be present and sign the Deed.

6 106. As a result of Plaintiff's reliance upon the accuracy of the information
7 provided by Defendants in the course of their business, Plaintiff suffered damages directly
8 and proximately caused by the aforementioned acts and/or omissions in excess of
9 \$1,000,000.00.

10 107. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
11 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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13 **NINTH CLAIM FOR RELIEF**

14 **(Unjust Enrichment)**

15 **(As Against All Defendants)**

16 108. Plaintiff incorporates the allegations in the preceding paragraphs as though
17 fully set forth herein.

18 109. Defendants have conferred the benefits of being used as the notary, title, and
19 escrow agent for the purchase of the Subject Property.

20 110. Defendants received the benefits of being used as the notary, title, and
21 escrow agent for the purchase of the Subject Property.

22 111. Defendants have been unjustly enriched because they obtained the benefit of
23 a portion of Plaintiff's funds utilized to purchase the Subject Property to which she is not
24 on title to because of the Deed and Defendants retention of that benefit would be
25 inequitable.
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1 112. Plaintiff's damages are directly and proximately caused by the
2 aforementioned acts and/or omissions in excess of \$1,000,000.00.

3 113. DEFENDANT, BOBBY ANTEE intentionally lied about the purchase to
4 pay off his own debts and student loans.

5 114. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
6 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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8 **TENTH CLAIM FOR RELIEF**

9 **(Quiet Title)**

10 **(Against All Defendants)**

11 115. Plaintiff incorporates the allegations in the preceding paragraphs as though
12 fully set forth herein.

13 116. Defendants have conferred the benefits of being used as the notary, title, and
14 escrow agent for the purchase of the Subject Property.

15 117. Defendants received the benefits of being used as the notary, title, and
16 escrow agent for the purchase of the Subject Property.

17 118. Plaintiff is the only heir to the Property 9564 Scorpion Track ct Las Vegas,
18 NV 89178 Parcel One (1) : LOT SEVENTY SIX (76) IN BLOCK FIVE
19 (5) OFSOUTH MOUNTAIN LOT "B", as shown by map thereof on file in
20 Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark
21 County , Nevada. Parcel Two (2): A non-exclusive easement for ingress,
22 egress, use, enjoyment and public utility purposes, on, over and across the
23 private stress and common areas on the map referenced hereinabove, which
24 easement is appurtenant to Parcel One (1). Quite Title should be granted to
25 Ms. Licari IMMEDIATLEY.. *Joyner v Bank of America ; Del Webb*
26 *Conservation holding group corp. v. Tolman. KEMBERLING V. OCWEN*
27 *LOAN SERVICING,LLC*
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1 **ELLEVENTH CLAIM FOR RELIEF**

2 (Title Slander)

3 (Against All Defendants)

4 119. Plaintiff incorporates the allegations in the preceding paragraphs as though
5 fully set forth herein.

6 120. A confidential relationship existed creating fiduciary duties Defendants
7 owed to Plaintiff.

8 121. Plaintiff entrusted Defendants that if she wished to proceed with the
9 purchase of the Subject Property and utilize Defendants services to effectuate the escrow
10 and title documents, that Defendants would represent her best interests throughout the
11 pending transaction and purchase of the Subject Property.

12 122. A fiduciary relationship existed between National Title, ERA Brokers,
13 Valley West Mortgage, One Realty and Plaintiff.

14 123. National Title, ERA Brokers, Valley West Mortgage, One Realty breached
15 the fiduciary duty of care and loyalty owed to Plaintiff to use the requisite skill, prudence,
16 and diligence as other members of the profession commonly possess and exercise by notary
17 publics and title and escrow companies resulting in the forged Deed, the Subject Property
18 purchased without Plaintiff's permission or approval, and Plaintiff not placed on title and
19 executed Slanderously in the name of Mr. Antee as his "A Married man as his Sole and
20 Separate Property".
21

22 124. National Title, ERA Brokers, Valley West Mortgage, One Realty further
23 breached the fiduciary duty of care and loyalty owed to Plaintiff by paying off \$8,374.03 of
24 Mr. Antee's student loans, and not towards the purchase of the Subject Property.
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26 125. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
27 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
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1 use the requisite skill, prudence, and diligence as other members of the profession
2 commonly possess and exercise by notary publics and title and escrow companies resulting
3 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
4 approval, and Plaintiff not placed on title.

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6 126. National Title, ERA Brokers, Valley West Mortgage, One Realty further
7 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
8 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
9 purchase of the Subject Property.

10 127. National Title, ERA Brokers, Valley West Mortgage, One Realty breached
11 their duties in a way that the law declares fraudulent because of Defendants intended to
12 deceive Plaintiff, violating the duties owed to Plaintiff.

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14 128. Plaintiff's damages are directly and proximately caused by the
15 aforementioned acts and/or omissions in excess of \$1,000,000.00.

16 129. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
17 for having to obtain counsel in this matter to protect her rights and prosecute this matter.

18 130. DEFENDANT, MELANIE TREANOR fraudulently notarized the Deed of
19 Trust for DEFENDANT, BOBY ANTEE, without PLAINTIFF, LINDSEY LICARI
20 present, slandering the Title of property address 9564 SCORPION TRACK CT. LAS
21 VEGAS, NV 89178.
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23 **ELLEVENTH CLAIM FOR RELIEF**

24 **(Business Disparagement)**

25 131. Plaintiff incorporates the allegations in the preceding paragraphs as though
26 fully set forth herein.

27 132. A confidential relationship existed creating fiduciary duties Defendants
28 owed to Plaintiff.

1 133. Plaintiff entrusted Defendants that if she wished to proceed with the
2 purchase of the Subject Property and utilize Defendants services to effectuate the escrow
3 and title documents, that Defendants would represent her best interests throughout the
4 pending transaction and purchase of the Subject Property.

5 134. A fiduciary relationship existed between Defendants and Plaintiff.

6 135. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
7 to use the requisite skill, prudence, and diligence as other members of the profession
8 commonly possess and exercise by notary publics and title and escrow companies resulting
9 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
10 approval, and Plaintiff not placed on title.

11 136. National Title, ERA Brokers, Valley West Mortgage, One Realty further
12 breached the fiduciary duty of care and loyalty owed to Plaintiff by paying off \$8,374.03 of
13 Mr. Antee's student loans, and not towards the purchase of the Subject Property.

14 137. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
15 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
16 use the requisite skill, prudence, and diligence as other members of the profession
17 commonly possess and exercise by notary publics and title and escrow companies resulting
18 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
19 approval, and Plaintiff not placed on title.

20 138. National Title, ERA Brokers, Valley West Mortgage, One Realty further
21 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
22 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
23 purchase of the Subject Property.

24 139. Defendants breached their duties in a way that the law declares fraudulent
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1 because of Defendants intended to deceive Plaintiff, violating the duties owed to Plaintiff.

2 140. Plaintiff's damages are directly and proximately caused by the
3 aforementioned acts and/or omissions in excess of \$1,000,000.00.

4 141. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
5 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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7 142. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
8 file violating NRS 240.075 and they did not act, adding to the defamation of
9 Ms. Licari and her foundation.

10 143. Ms. Licari has lost over 200k supporters on her social media platform due
11 to the attempted concealment of the Mortgage Fraud committed by all
12 defendants.
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14 **TWELTH CLAIM FOR RELIEF**

15 **(Forgery)**

16 **(National Title, Nikki Bott)**

17 144. Plaintiff incorporates the allegations in the preceding paragraphs as though
18 fully set forth herein.

19 145. A confidential relationship existed creating fiduciary duties Defendants
20 owed to Plaintiff.

21 146. Plaintiff entrusted Defendants that if she wished to proceed with the
22 purchase of the Subject Property and utilize Defendants services to effectuate the escrow
23 and title documents, that Defendants would represent her best interests throughout the
24 pending transaction and purchase of the Subject Property.

25 147. A fiduciary relationship existed between Defendants and Plaintiff.

26 148. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
27 to use the requisite skill, prudence, and diligence as other members of the profession
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1 commonly possess and exercise by notary publics and title and escrow companies resulting
2 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
3 approval, and Plaintiff not placed on title.

4 149. National Title, ERA Brokers, Valley West Mortgage, One Realty further
5 breached the fiduciary duty of care and loyalty owed to Plaintiff by paying off \$8,374.03 of
6 Mr. Antee's student loans, and not towards the purchase of the Subject Property.

7 150. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
8 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
9 use the requisite skill, prudence, and diligence as other members of the profession
10 commonly possess and exercise by notary publics and title and escrow companies resulting
11 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
12 approval, and Plaintiff not placed on title.

13 151. National Title, ERA Brokers, Valley West Mortgage, One Realty further
14 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
15 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
16 purchase of the Subject Property.

17 152. Defendants breached their duties in a way that the law declares fraudulent
18 because of Defendants intended to deceive Plaintiff, violating the duties owed to Plaintiff.

19 153. Plaintiff, lost her deposit of \$65k due to the forgery and fraudulent closing
20 of property 9564 Scorpion Track Ct. Las Vegas, NV 89178.

21 154. Plaintiff was unnecessarily litigated in a contested divorce for two years due
22 to the forgery of the Quit Claim deed, Ms. Licari and Mr. Antee had no children together,
23 and no other community property when Ms. Licari filed for divorce after 6 months of
24 marriage.

1 163. A fiduciary relationship existed between Defendants and Plaintiff.

2 164. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
3 to use the requisite skill, prudence, and diligence as other members of the profession
4 commonly possess and exercise by notary publics and title and escrow companies resulting
5 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
6 approval, and Plaintiff not placed on title.
7

8 165. National Title, ERA Brokers, Valley West Mortgage, One Realty further
9 breached the fiduciary duty of care and loyalty owed to Plaintiff by paying off \$8,374.03 of
10 Mr. Antee's student loans and any other debts Valley West Mortgage allowed to be paid
11 off, and not towards the purchase of the Subject Property.
12

13 166. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
14 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
15 use the requisite skill, prudence, and diligence as other members of the profession
16 commonly possess and exercise by notary publics and title and escrow companies resulting
17 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
18 approval, and Plaintiff not placed on title.
19

20 167. National Title, ERA Brokers, Valley West Mortgage, One Realty further
21 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
22 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
23 purchase of the Subject Property.

24 168. Defendants breached their duties in a way that the law declares fraudulent
25 because of Defendants intended to deceive Plaintiff, violating the duties owed to Plaintiff.

26 169. Ms. Licari had no access to her funds for two years while a litigating her
27 divorce unnecessarily. Mr. Antee maliciously litigated the divorce between himself and
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1 Ms.Licari to conceal the crimes in which he committed and to financially benefit from
2 marriage laws.

3 170. Plaintiff's damages are directly and proximately caused by the
4 aforementioned acts and/or omissions in excess of \$1,000,000.00.

5 171. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
6 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
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10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays as follows:

12 1. For specific damages sustained by Plaintiff in amount in excess of
13 \$1,000,000.00 with pre and post-judgment interest;

14 2. For Judgement of Quiet Title of Property 9564 Scorpion Track ct Las
15 Vegas, NV 89178 Parcel One (1) : LOT SEVENTY SIX (76) IN BLOCK FIVE (5)
16 OFSOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of
17 Plats, Page 55, in the Office of the County Recorder of Clark County , Nevada.
18 Parcel Two (2): A non-exclusive easement for ingress, egress, use, enjoyment
19 and public utility purposes, on, over and across the private stress and common
20 areas on the map referenced hereinabove, which easement is appurtenant to
21 Parcel One (1).
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23 3. For entry of an order compelling Defendants to pay Plaintiff's costs and
24 attorneys' fees;
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26 4. For a Preliminary and permanent injunction prohibiting Defendants from
27 continuing to make malicious and false accusations about Plaintiff.
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- 5. For Pre-judgment and post-judgment interest until the judgement is paid in full.
- 6. For consequential and incidental damages according to proof at trial; and
- 7. Special Damages and punitive damages according to proof at trial; and
- 8. Restitution according to proof at trial.
- 9. For such other and further relief as the Court may deem just and proper.

DATED: July 28, 2020

Lindsey Licari
PLAINTIFF, LINDSEY LICARI
9564 SCORPION TRACK CT
LAS VEGAS, NV 89178
7025776657
In Proper Person

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that I am PLAINTIFF, LINDSEY LICARI., and that on the 2nd day of August, 2020, I caused a true and correct copy of the foregoing **COMPLAINT** to be served as follows:

_____ by depositing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, enclosed in a sealed envelope; or

_____ by facsimile transmission, pursuant to E.D.C.R. 7.26, as indicated below; or

 X by electronic service, pursuant to N.E.F.C.R. 9 and Administrative Order 14-2, as indicated below:

LIPSON NEILSN P.C.
ANGELA T. NAKAMURA OCHOA, ESQ
NEVADA BAR # 10164
9900 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NV 89144
Attorneys for Defendant(S)

Lindsey Licari
PLAINTIFF, LINDSEY LICARI
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