



July 7, 2020

Clarisa Nail
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SENT VIA REGULAR MAIL/E-MAIL

Ms. Lindsey LiCari
6396 McLeod Dr., #5
Las Vegas, NV 89120

Re: Surety: Liberty Mutual Insurance Company (the "Surety")
Principal: Nikki Sikalis aka Nikki Bott (the "Principal")
Bond: Notary Bond No. 022221873 (the "Bond")
Claimant: Lindsey LiCari

Dear Ms. LiCari:

The Surety is in receipt of your claim against the Bond relating to an alleged forgery by the Principal, in which you seek the full penal limit of the Bond (\$10,000). Based on the claim documentation submitted, as well as the subsequent investigation by the Surety, we understand that you are seeking payment for amounts paid by you in connection with the purchase of a home by you and/or your now ex-husband, Bobby Antee ("Antee"). For the reasons detailed below, your claim is denied, as any damages that you are claiming are not covered by the terms of the Bond.

Relevant to the Surety's determination that the claim is not covered by the terms of the Bond are the following background facts:

- You and Antee were married in November 2017. Shortly after the marriage, there was a decision to purchase a home. Multiple parties have confirmed that there was a decision that Antee would be the only party on the mortgage based on credit issues.
- Around the time of the closing in January 2018, you sent a letter agreement to Antee stating that if the two of you were ever divorced, you would be entitled to \$75,000. There is a dispute between the parties as to which letter agreement was signed and with what terms, and that is something that has been litigated in your divorce.
- There was a closing at the title company in January 2018. Multiple witnesses have confirmed that you attended part of the closing, but subsequently left to go to your bank to wire \$8,000 as part of finalizing the mortgage process. The Surety recognizes that you have disputed this, but the judge in the divorce proceeding specifically found any testimony that you did not know that \$8,000 was being used to close the mortgage was not credible. Regardless, this money also was community property under Nevada law.
- After the closing, you moved into the house within the week and lived there until at least June 2018 (if not much later). It was at this time that you filed for divorce from Antee.

- Right and title to the home was the centerpiece of the divorce proceeding. The judge in that proceeding issued a ruling in late May 2020 rejecting arguments made by you in connection with the house (including arguments centered on the \$8,000 wired from your bank). The judge did, however, order that the house be sold and awarded you \$75,000 out of any equity based on the letter agreement between you and Antee. This, however, will be subject to certain credits owed to Antee, all of which will be addressed in the bankruptcy. The Surety also understands there is a lingering issue of whether you will be required to pay any of Antee's attorney's fees because of a rejected settlement offer. That issue is still pending and will be decided according to Nevada law.
- The Surety recognizes that you believe the deed required for the closing was forged. As an initial matter, the Surety questions the viability and veracity of your handwriting expert, as he has been routinely struck as an expert witness in courts across the country because of a lack of qualifications to opine on handwriting issues. It has also been routinely found that he is a "pay for play" witness that provides a favorable opinion in exchange for a cash payment. Regardless, it ultimately is not dispositive to the Surety's decision, as any alleged forgery did not causally lead to the damages that you claim. Indeed, without the deed, the closing would have never happened, the home would never become community property of the marriage estate, and/or you would not have received the award of \$75,000 in the divorce.

The arguments made by you in connection with the claim, as well as the damages you are seeking are specifically addressed in the divorce. Thus, you are being compensated for the alleged damages that you are claiming. And, even if these items were not covered in the divorce (which they are), you have not established specific damages that causally relates to any alleged forgery by the Principal. The damages that you claim relate to the closing of the mortgage and are items that you voluntarily paid regardless of whether the deed was executed or not. It should also be noted that the Principal disputes that your signature was forged, and indeed, has provided testimony that you did, in fact, sign the deed in her presence.

For these reasons, your claim against the Bond is denied.

Nothing herein shall be deemed to be an estoppel, waiver, or modification of any of the Surety's rights or defenses. The Surety reserves all of its rights and defenses under any bond, contract, agreement, or applicable law.

Sincerely,

Clarisa Nail

Clarisa Nail
Surety Claims Specialist I

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cc: Nikki Sikalis
LMS Dallas - via Email