

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,

CASE NO.:

9 Plaintiff,

DEPT. NO.:

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; LINDA STRATTON, an
19 individual; INGRID TRUJILLO, an individual;
DARYL MCCLOSKEY; an individual;
20 VATCHE SAJIDIAN; an individual; CLARK
COUNTY RECORDERS OFFICE, a Nevada
21 Corporation; NEVADA SECRETARY OF
STATE OFFICE; a Nevada Corporation; LAS
22 VEGAS METROPOLITAN POLICE
DEPARTMENT; a Nevada Corporation
23 JENNINGS AND FULTON LTD, a Nevada
Corporation, SHUMWAY VAN LTD; a
24 Nevada Corporation; DOES I through X; and
ROE CORPORATIONS I through X, inclusive,
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26
27 Defendants.
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1 Plaintiff LINDSEY LICARI hereby files this Complaint against Defendants NIKKI
2 SIKALIS BOTT, NATIONAL TITLE CO., ERA BROKERS, LINDA NAW, BOBBY
3 ANTEE, DREW LEVY, GREATER LAS VEGAS ASSOCIATION OF REALTORS,
4 NRED BUSINESS AND INDUSTRY; REALTY ONE GROUP, MELISSA PARKER,
5 VALLEY WEST MORTGAGE ; INGRID TRUJILLO, LINDA STRATTON, DARYL
6 MCCLOSKEY, VATCHE SAIDJIAN, NEVADA SECRETARY OF STATE OFFICE,
7 LAS VEGAS METROPOLITAIN POLICE DEPARTMENT, CLARK COUNTY
8 RECORDERS OFFICE, JENNINGS AND FULTON LTD; SHUMWAY VAN LTD
9 DOES I through X, and ROE CORPORATIONS I through X (collectively “Defendants”),
10 and alleges as follows:
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14 **PARTIES, JURISDICTION & VENUE**

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

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

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

22 4. Upon information and belief, Defendant VATCHE SAIDJIAN (“Mr.
23 SAIDJIAN”) is an individual who is and was at all relevant times a citizen of Clark
24 County, Nevada.
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1 5. Upon information and belief, Defendant DARYL MCCLOSKEY (“Mr.
2 MCCLOSKEY”) is an individual who is and was at all relevant times a citizen of Clark
3 County, Nevada.

4 6. Upon information and belief, Defendant INGRID TRUJILLO (“Ms.
5 Trujillo”) is an individual who is and was at all relevant times a citizen of Clark County,
6 Nevada.

7 7. Upon information and belief, Defendant LINDA STRATTON (“Ms.
8 Stratton”) is an individual who is and was at all relevant times a citizen of Clark County,
9 Nevada.
10

11 8. Upon information and belief, Defendant MELISSA PARKER (“Ms.
12 Parker”) is an individual who is and was at all relevant times a citizen of Clark County,
13 Nevada.
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15 9. Upon information and belief, Defendant MELANIE TREANOR (“Ms.
16 Treanor”) is an individual who is and was at all relevant times a citizen of Clark County,
17 Nevada.
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19 10. Upon information and belief, Defendant DREW LEVY (“Mr. Levy”) is an
20 individual who is and was at all relevant times a citizen of Clark County, Nevada.
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22 11. Defendant ERA BROKERS (“Era Brokers”) is a domestic corporation
23 formed under the laws of the United States and the State of Nevada, and conducts business
24 in Clark County, Nevada.
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1 12. 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 13. 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 14. 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 15. 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 16. 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 17. Defendant NEVADA SECRETARY OF STATE OFFICE (“SOS”) is a
17 domestic corporation formed under the laws of the United States and the State of Nevada,
18 and conducts business in Clark County, Nevada.

19 18. Defendant CLARK COUNTY RECORDERS OFFICE (“CCR”) is a
20 domestic corporation formed under the laws of the United States and the State of Nevada,
21 and conducts business in Clark County, Nevada.

22 19. Defendant LAS VEGAS METROPOLITAIN POLICE DEPARTMENT
23 (“LVMPD”) is a domestic corporation formed under the laws of the United States and the
24 State of Nevada, and conducts business in Clark County, Nevada.

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1 20. Defendant SHUMWAY VAN LTD, is a domestic corporation formed under
2 the laws of the United States and the State of Nevada, and conducts business in Clark
3 County, Nevada.

4 21. Defendant JENNINGS AND FULTON LTD is a domestic corporation
5 formed under the laws of the United States and the State of Nevada, and conducts business
6 in Clark County, Nevada.

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

14 23. This Court has personal jurisdiction over all parties, as all parties involved
15 are residents of Clark County, Nevada or conduct business in Clark County, Nevada.

16 24. The Court has subject matter jurisdiction as Plaintiff is seeking damages in
17 excess of \$1,000,000.00.

18 25. Venue is proper because all events giving rise to Plaintiff's claims occurred
19 in Clark County, Nevada, and all parties involved are residents of Clark County, Nevada or
20 conduct business in Clark County, Nevada.

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22 **GENERAL ALLEGATIONS**

23 26. Plaintiff incorporates the allegations in the preceding paragraphs as though
24 fully set forth herein.

25 27. At all times relevant to the causes of action stated herein occurred as a result
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1 of Plaintiff and her husband, BOBBY ANTEE (“Mr. Antee”), in purchasing real property
2 located at 9564 Scorpion Track Ct., Las Vegas, Nevada 89178 (“Subject Property” and/or
3 “Property”).

4 28. The following allegations of fraud are made for the purposes of satisfying
5 the statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled “with
6 particularity” relating to the circumstances of the transaction of the purchase of the Subject
7 Property.
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9 29. When the Subject Property was in the process of being purchased, Mr.
10 Antee was to obtain financing for the Subject Property, Plaintiff was to provide funds to be
11 used to assist with the purchase of the Subject Property, and both Mr. Antee and Plaintiff
12 would be on title to the Subject Property.
13

14 30. Despite various issues in the process of purchasing the Subject Property, on
15 or about November 24, 2017, Plaintiff’s real estate agent stated via text message to Plaintiff
16 that, “Once the loan docs are delivered at title, you both will have to go in to sign. You are
17 not on the loan but since you guys are married you will need to sign the deed. Once you
18 sign, we can close within 24 hours.”

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

24 32. The Deed was fraudulently recorded on January 19, 2018, Instrument No.
25 20180119-0001324 and notarized by DEFENDANT, MELANIE TREANOR, without Ms.
26 Licari Present.

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

3 34. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
4 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
5 unable to provide the Secretary of State's office with the disputed notary journal entry and
6 that a violation letter was sent to Ms. Bott for the failure to provide the journal entry.
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8 35. Clark County Records Office and Debbie Conway refused to let Ms.
9 Licari file Lis Pendens to obtain interest in her home. CCR office was given clear and
10 concise information that Nikki Sikalis Bott notarized her own escrow file and still
11 obstructed justice.

12 36. Ms. Licari filed 3 police reports with LVMPD in which they fraud division
13 took no action, allowing Ms. Licari to be victimized and accumulate astronomical losses.
14

15 37. LVMPD change the police report filed by Ms. Licari in January of 2020 to
16 go to the incorrect precinct and used white out to cover the correct address for National
17 Title Company.

18 38. LVMPD Detective Wilson in fraud and forgery dept. called and accused Ms.
19 Licari of signing the Forged Quit claim, when they could clearly see Nikki Sikalis Bott
20 notarized her own document, clear and concise evidence of mortgage fraud and no action
21 was taken and no arrest have been made.
22

23 39. LVMPD SCAC refused to let Ms. Licari add to her police report on
24 September 21, 2020, and would not take the report of fraud for LVMPD altering Ms.
25 Licari's police report.

26 40. SOS was informed in December of 2018 of Nikki Sikalis Bott notarizing her
27 own escrow file and forging Ms. Licari's name and failed to report the crime to the District
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1 Attorney pursuant to NRS 240.001 to 240.206 to prosecute for criminal action. Allowing
2 Ms. Licari to be put through litigation, abuse, and embezzlement.

3 41. SOS only addressed Ms. Bott not turning in her journal, but ignored the
4 complaint proving she notarized her own document, making the deed invalid and
5 revokable.

6 42. SOS withheld evidence given to them to conceal the Mortgage Fraud.

7 43. Upon information and belief, National Title, ERA Brokers, Valley West
8 Mortgage and One Realty was aware of, should have been aware of, and/or authorized the
9 forged Deed and Ms. Bott is an agent and employee of National Title, LINDA NAW an
10 agent of ERA Brokers, Drew Levy an agent of Valley West Mortgage, and Melissa Parker
11 an agent of One Realty.
12

13 44. On or about June 26, 2018, Plaintiff discovered that she was not on title to
14 the Subject Property vis-a-vis the Clark County Assessor's website, at that time Quite Title
15 should have been issued to Ms. Licari.
16

17 45. Ms. Licari received a copy of the closing disclosure related to the
18 transaction and discovered that through escrow and title services provided by National Title
19 that Mr. Antee's \$8,374.03 in student loans were paid off through the funds provided by
20 Plaintiff that were assured to be used towards the purchase of the Subject Property, and not
21 to pay off Mr. Antee's student loans.
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23 46. Upon information and belief, the negligent misrepresentations and/or
24 fraudulent/intentional misrepresentations are the direct result of fraud on the part of
25 Defendants designed to deprive Ms. Licari of her ownership interest in the Subject Property
26 through the forged Deed.

27 47. At the end of the divorce trial held 2/12/2020, Ms. Licari discovered that
28

1 Jennings and Fulton had committed Legal Malpractice by removing her evidence out of the
2 trial binder prior to the judge ruling with Shumway Van.

3 48. Jennings and Fulton then tried to send case A-20-808737-C to arbitration to
4 assess no damages, conspiring with opposing counsel.

5 49. Ms. Licari informed Debbie Conway of the forgery of the Deed, and Nikki
6 Sikalis Bott Notarizing her own Escrow file, in which Debbie Conway as the County
7 Recorder took no action and then blocked Ms. Licari from the ability to record the
8 necessary paperwork to complete Lis Pendens.

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

11 51. Plaintiff has been forced to hire an attorney to prosecute this action and
12 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 52. Plaintiff incorporates the allegations in the preceding paragraphs as though
21 fully set forth herein.

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

23 54. 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.
26

27 55. 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 56. 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.

8 57. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
9 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
10 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
11 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
12 evidence out of the trail binder held on 2/12/2020.

13 58. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
14 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
15 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
16 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
17 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
18 with conflict of interest.

19 59. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
20 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
21 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
22 Instrument No. 20180119-0001324, with a conflict of interest.

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

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

3 **SECOND CLAIM FOR RELIEF**
4 **(Fraud/Intentional Misrepresentation)**
5 **(As Against All Defendants)**

6 62. Plaintiff incorporates the allegations in the preceding paragraphs as though
7 fully set forth herein.

8 63. Defendants made false representations and/or intentional misrepresentations
9 as to Plaintiff being present and executing the Deed notarized by Ms. Bott acting as the
10 agent of National Title, and paying off Mr. Antee’s student loans.

11 64. On or about January 17, 2018, the Deed was notarized by senior escrow
12 officer of National Title, Defendant Nikki Sikalis Bott, acting as the agent of National
13 Title, with Plaintiff’s signature which she did not sign and was forged.

14 65. The Deed was recorded on January 19, 2018, Instrument No. 20180119-
15 0001324.

16 66. Ms. Licari was not present at the closing occurring on January 17, 2018, all
17 parties attended the closing and never asked where Mr. Antee’s wife was.

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

20 68. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
21 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
22 unable to provide the Nevada Secretary of State’s office with the disputed notary journal
23 entry and that a violation letter was sent to Ms. Bott for the failure to provide the journal
24 entry.
25 entry.
26 entry.

27 69. Upon information and belief, National Title, ERA Brokers, Valley West
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1 Mortgage, One Realty was aware of, should have been aware of, and/or authorized the
2 forged Deed and Ms. Bott is an agent and employee of National Title, Ms. Naw is an agent
3 of ERA Brokers, and Melissa Parker, is an agent of One Realty and Drew Levy is a agent
4 of Valley West Mortgage.

5 70. Defendants further made false representations and/or intentional
6 misrepresentations as to material facts that Plaintiff executed the Deed.

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

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

14 73. Defendants made the aforementioned false representations and/or intentional
15 misrepresentations with knowledge that the representations were false because Plaintiff did
16 not execute the Deed.

17 74. Defendants made the aforementioned false representations and/or intentional
18 misrepresentations that resulted in Plaintiff not being on title for the Subject Property.

19 75. Plaintiff justifiably relied on the false representations and/or intentional
20 misrepresentations resulting in Plaintiff ultimately not being placed on title and the Subject
21 Property was purchased without Plaintiff's permission or approval.

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

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

3 78. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
4 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
5 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
6 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
7 evidence out of the trail binder held on 2/12/2020.

8 79. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
9 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
10 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
11 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
12 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
13 with conflict of interest.

14 80. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
15 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
16 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
17 Instrument No. 20180119-0001324, with a conflict of interest.

18 81. Clark County Records Office and Debbie Conway refused to let Ms.
19 Licari file Lis Pendens to obtain interest in her home. CCR office was given
20 clear and concise information that Nikki Sikalis Bott notarized her own
21 escrow file and still obstructed justice.

22 82. Ms. Licari filed 3 police reports with LVMPD in which they fraud division
23 took no action, allowing Ms. Licari to be victimized and accumulate astronomical losses.

24 83. LVMPD change the police report filed by Ms. Licari in January of 2020 to
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1 go to the incorrect precinct and used white out to cover the correct address for National
2 Title Company.

3 84. LVMPD Detective Wilson in fraud and forgery dept. called and accused Ms.
4 Licari of signing the Forged Quit claim, when they could clearly see Nikki Sikalis Bott
5 notarized her own document, clear and concise evidence of mortgage fraud and no action
6 was taken and no arrest have been made.
7

8 85. LVMPD SCAC refused to let Ms. Licari add to her police report on
9 September 21, 2020, and would not take the report of fraud for LVMPD altering Ms.
10 Licari's police report.

11 86. SOS was informed in December of 2018 of Nikki Sikalis Bott notarizing her
12 own escrow file and forging Ms. Licari's name and failed to report the crime to the District
13 Attorney pursuant to NRS 240.001 to 240.206 to prosecute for criminal action. Allowing
14 Ms. Licari to be put through litigation, abuse, and embezzlement.
15

16 87. SOS only addressed Ms. Bott not turning in her journal, but ignored the
17 complaint proving she notarized her own document, making the deed invalid and
18 revokable.

19 88. SOS withheld evidence given to them to conceal the Mortgage Fraud.
20

21 **THIRD CLAIM FOR RELIEF**

22 **(Constructive Fraud)**

23 **(As Against All Defendants)**

24 89. Plaintiff incorporates the allegations in the preceding paragraphs as though
25 fully set forth herein.

26 90. A confidential relationship existed creating fiduciary duties Defendants
27 owed to Plaintiff.

28 91. Plaintiff entrusted Defendants that if she wished to proceed with the

1 purchase of the Subject Property and utilize Defendants services to effectuate the escrow
2 and title documents, that Defendants would represent her best interests throughout the
3 pending transaction and purchase of the Subject Property.

4 92. A fiduciary relationship existed between Defendants and Plaintiff.

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

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

13 95. 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 96. National Title, ERA Brokers, Valley West Mortgage, One Realty further
20 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
21 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
22 purchase of the Subject Property.

23 97. Defendants breached their duties in a way that the law declares fraudulent
24 because of Defendants intended to deceive Plaintiff, violating the duties owed to Plaintiff.
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1 98. Debbie Conway knowingly, participated in the fraud, by taking no action
2 when notified of the fraud and forgery and then preventing Ms. Licari from completing
3 necessary filings.

4 99. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
5 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
6 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
7 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
8 evidence out of the trail binder held on 2/12/2020.

9 100. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
10 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
11 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
12 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
13 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
14 with conflict of interest.

15 101. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
16 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
17 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
18 Instrument No. 20180119-0001324, with a conflict of interest.

19 102. Clark County Records Office and Debbie Conway refused to let Ms.
20 Licari file Lis Pendens to obtain interest in her home. CCR office was given
21 clear and concise information that Nikki Sikalis Bott notarized her own
22 escrow file and still obstructed justice.

23 103. Ms. Licari filed 3 police reports with LVMPD in which they fraud division
24 took no action, allowing Ms. Licari to be victimized and accumulate astronomical losses.
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1 104. LVMPD change the police report filed by Ms. Licari in January of 2020 to
2 go to the incorrect precinct and used white out to cover the correct address for National
3 Title Company.

4 105. LVMPD Detective Wilson in fraud and forgery dept. called and accused Ms.
5 Licari of signing the Forged Quit claim, when they could clearly see Nikki Sikalis Bott
6 notarized her own document, clear and concise evidence of mortgage fraud and no action
7 was taken and no arrest have been made.

8 106. LVMPD SCAC refused to let Ms. Licari add to her police report on
9 September 21, 2020, and would not take the report of fraud for LVMPD altering Ms.
10 Licari's police report.

11 107. SOS was informed in December of 2018 of Nikki Sikalis Bott notarizing her
12 own escrow file and forging Ms. Licari's name and failed to report the crime to the District
13 Attorney pursuant to NRS 240.001 to 240.206 to prosecute for criminal action. Allowing
14 Ms. Licari to be put through litigation, abuse, and embezzlement.

15 108. SOS only addressed Ms. Bott not turning in her journal, but ignored the
16 complaint proving she notarized her own document, making the deed invalid and
17 revokable.

18 109. SOS withheld evidence given to them to conceal the Mortgage Fraud.

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

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

FOURTH CLAIM FOR RELIEF

(Negligence)

(As Against All Defendants)

1 112. Plaintiff incorporates the allegations in the preceding paragraphs as though
2 fully set forth herein.

3 113. Defendants owed the duty of care to Plaintiff to use the requisite skill,
4 prudence, and diligence as other members of the profession commonly possess in providing
5 notary, title, and escrow services for Plaintiff resulting in the forged Deed, the Subject
6 Property purchased without Plaintiff's permission or approval, and Plaintiff not placed on
7 title.
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9 114. National Title, ERA Brokers, Valley West Mortgage, One Realty further
10 owed Plaintiff the duty of care to disclose to Plaintiff that \$8,374.03 of the funds Plaintiff
11 provided in the Gift Letters would be used to pay-off Mr. Antee's student loans, and not
12 towards the purchase of the Subject Property.
13

14 115. Defendants breached the duty of care to Plaintiff by failing to use the
15 requisite skill, prudence, and diligence as other members of the profession commonly
16 possess in providing notary, title, and escrow services for Plaintiff resulting in the forged
17 Deed, the Subject Property purchased without Plaintiff's permission or approval, and
18 Plaintiff not placed on title.
19

20 116. National Title, ERA Brokers, Valley West Mortgage, One Realty further
21 breached the duty of care to Plaintiff by failing to use the requisite skill, prudence, and
22 diligence as other members of the profession commonly possess as the title and escrow
23 representative for the purchase of the Subject Property by failing to disclose to Plaintiff that
24 \$8,374.03 of the funds Plaintiff provided in the Gift Letters would be used to pay-off Mr.
25 Antee's student loans, and not towards the purchase of the Subject Property.
26

27 117. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
28 file violating NRS 240.075 and they did not act, adding to the defamation of Ms. Licari and

1 her foundation.

2 118. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
3 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
4 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
5 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
6 evidence out of the trail binder held on 2/12/2020.

7
8 119. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
9 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
10 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
11 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
12 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
13 with conflict of interest.

14
15 120. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
16 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
17 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
18 Instrument No. 20180119-0001324, with a conflict of interest.

19 121. Clark County Recorders Office and Debbie Conway refused to let Ms.
20 Licari file Lis Pendens to obtain interest in her home. CCR office was given
21 clear and concise information that Nikki Sikalis Bott notarized her own
22 escrow file and still obstructed justice.

23
24 122. Ms. Licari filed 3 police reports with LVMPD in which they fraud division
25 took no action, allowing Ms. Licari to be victimized and accumulate astronomical losses.

26 123. LVMPD change the police report filed by Ms. Licari in January of 2020 to
27 go to the incorrect precinct and used white out to cover the correct address for National
28

1 Title Company.

2 124. LVMPD Detective Wilson in fraud and forgery dept. called and accused Ms.
3 Licari of signing the Forged Quit claim, when they could clearly see Nikki Sikalis Bott
4 notarized her own document, clear and concise evidence of mortgage fraud and no action
5 was taken and no arrest have been made.
6

7 125. LVMPD SCAC refused to let Ms. Licari add to her police report on
8 September 21, 2020, and would not take the report of fraud for LVMPD altering Ms.
9 Licari's police report.

10 126. SOS was informed in December of 2018 of Nikki Sikalis Bott notarizing her
11 own escrow file and forging Ms. Licari's name and failed to report the crime to the District
12 Attorney pursuant to NRS 240.001 to 240.206 to prosecute for criminal action. Allowing
13 Ms. Licari to be put through litigation, abuse, and embezzlement.
14

15 127. SOS only addressed Ms. Bott not turning in her journal, but ignored the
16 complaint proving she notarized her own document, making the deed invalid and
17 revokable.

18 128. SOS withheld evidence given to them to conceal the Mortgage Fraud.

19 129. Plaintiff's damages are directly and proximately caused by the
20 aforementioned acts and/or omissions in excess of \$1,000,000.00.
21

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

24 **FIFTH CLAIM FOR RELIEF**

25 **(Negligent Hiring, Retention, and Supervision)**

26 **(As Against Defendant National Title Co., ERA Brokers, Valley West Mortgage, One
27 Realty Group, SOS, CCR, LVMPD)**

28 131. Plaintiff incorporates the allegations in the preceding paragraphs as though

1 fully set forth herein.

2 132. National Title, ERA Brokers, Valley West Mortgage, One Realty owed a
3 duty of reasonable care to adequately investigate, hire, supervise, retain, and train its
4 employees, specifically Ms. Bott , Mr. Levy, Ms. Parker , and Ms. Naw.

5 133. National Title, ERA Brokers, Valley West Mortgage, One Realty breached
6 the duty of care to Plaintiff by failing to adequately investigate, hire, supervise, retain, and
7 train its employees with whom it employs to provide notary services.

8 134. Upon information and belief, National Title, ERA Brokers, Valley West
9 Mortgage, One Realty failed to employ necessary policies and procedures to ensure that
10 Ms. Bott , Mr. Levy, Ms. Parker , and Ms. Naw would not forge or facilitate the forgery of
11 the Deed.
12

13 135. As a result of National Title, ERA Brokers, Valley West Mortgage, One
14 Realty failure to adequately investigate, hire, supervise, retain, and train its employees,
15 National Title, ERA Brokers, Valley West Mortgage, One Realty placed Ms. Bott and Ms.
16 Naw in a position unsuitable and/or inadequately trained individuals should not have held.
17

18 136. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
19 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
20 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
21 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
22 evidence out of the trial binder held on 2/12/2020.
23

24 137. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
25 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
26 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
27 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
28

1 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
2 with conflict of interest.

3 138. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
4 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
5 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
6 Instrument No. 20180119-0001324, with a conflict of interest.

8 139. Clark County Recorders Office and Debbie Conway refused to let Ms.
9 Licari file Lis Pendens to obtain interest in her home. CCR office was given
10 clear and concise information that Nikki Sikalis Bott notarized her own
11 escrow file and still obstructed justice.

12 140. Ms. Licari filed 3 police reports with LVMPD in which they fraud division
13 took no action, allowing Ms. Licari to be victimized and accumulate astronomical losses.

14 141. LVMPD change the police report filed by Ms. Licari in January of 2020 to
15 go to the incorrect precinct and used white out to cover the correct address for National
16 Title Company.

18 142. LVMPD Detective Wilson in fraud and forgery dept. called and accused Ms.
19 Licari of signing the Forged Quit claim, when they could clearly see Nikki Sikalis Bott
20 notarized her own document, clear and concise evidence of mortgage fraud and no action
21 was taken and no arrest have been made.

22 143. LVMPD SCAC refused to let Ms. Licari add to her police report on
23 September 21, 2020, and would not take the report of fraud for LVMPD altering Ms.
24 Licari's police report.

26 144. SOS was informed in December of 2018 of Nikki Sikalis Bott notarizing her
27 own escrow file and forging Ms. Licari's name and failed to report the crime to the District
28

1 Attorney pursuant to NRS 240.001 to 240.206 to prosecute for criminal action. Allowing
2 Ms. Licari to be put through litigation, abuse, and embezzlement.

3 145. SOS only addressed Ms. Bott not turning in her journal, but ignored the
4 complaint proving she notarized her own document, making the deed invalid and
5 revokable.

6
7 146. SOS withheld evidence given to them to conceal the Mortgage Fraud.

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

10 148. 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.

12
13 **SIXTH CLAIM FOR RELIEF**

14 **(Violation of NRS 240.075)**

15 **(As Against All Defendants)**

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

18 150. NRS 240.075 prohibits notary publics from performing any act as a notary
19 public with intent to deceive or defraud.

20
21 151. On or about January 17, 2018, the Deed was notarized by Ms. Bott, acting
22 as the agent of National Title, with Plaintiff's signature which she did not sign and was
23 forged.

24 152. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
25 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
26 unable to provide the Nevada Secretary of State's office with the disputed notary journal
27 entry and that a violation letter was sent to Ms. Bott for the failure to provide the journal
28

1 entry.

2 153. Upon information and belief, National Title was aware of, should have been
3 aware of, and/or authorized the forged Deed.

4 154. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
5 file violating NRS 240.075 and they did not act, adding to the defamation of Ms. Licari and
6 her foundation.

7
8 155. As a result of Defendants violation of NRS 240.075, Plaintiff's damages are
9 directly and proximately caused by the aforementioned acts and/or omissions in excess of
10 \$1,000,000.00.

11 156. 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.
13

14 **SEVENTH CLAIM FOR RELIEF**

15 (Negligence Per Se)

16 (As Against All Defendants)

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

19 158. NRS 240.120 required Ms. Bott to keep a journal in her office for each
20 notarial act performed, including the journal entry in dispute for the Deed, which she failed
21 to do acting as the agent for National Title.

22 159. On or about January 17, 2018, the Deed was notarized by Ms. Bott, acting
23 as the agent of National Title, with Plaintiff's signature which she did not sign and was
24 forged.

25 160. Plaintiff reported the forged Deed to the Nevada Secretary of State Notary
26 Division and on April 2, 2019, a representative informed Ms. Licari that Ms. Bott was
27 unable to provide the Nevada Secretary of State's office with the disputed notary journal
28

1 entry and that a violation letter was sent to Ms. Bott for the failure to provide the journal
2 entry.

3 161. Upon information and belief, National Title, ERA Brokers, Valley West
4 Mortgage, One Realty was aware of, should have been aware of, and/or authorized the
5 forged Deed.
6

7 162. Defendants breached the statutory duty owed to Plaintiff by failing to keep a
8 journal for each notarial act performed, specifically as the agent for National Title,
9 including the journal entry in dispute for the Deed, which Defendants failed to do.

10 163. Plaintiff's damages resulted from an occurrence of the nature which NRS
11 240.120 is designed to protect and Plaintiff is within the class of persons NRS 240.120 is
12 designed to protect.
13

14 164. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
15 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
16 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
17 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
18 evidence out of the trail binder held on 2/12/2020.

19 165. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
20 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
21 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
22 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
23 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
24 with conflict of interest.
25

26 166. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
27 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
28

1 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
2 Instrument No. 20180119-0001324, with a conflict of interest.

3
4 167. As a result of Defendants violation of NRS 240.120, Plaintiff's damages are
5 directly and proximately caused by the aforementioned acts and/or omissions in excess of
6 \$1,000,000.00.

7
8 168. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
9 file violating NRS 240.075 and they did not act, adding to the defamation of Ms. Licari and
10 her foundation.

11 169. 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.

13 **EIGHTH CLAIM FOR RELIEF**

14 **(Negligent Misrepresentation)**

15 **(As Against All Defendants)**

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

18 171. Defendants supplied information while in the course of their business,
19 profession, or employment in which they had a pecuniary interest in that resulted in the
20 forged Deed.

21
22 172. The information supplied to Plaintiff, notably that she would be present and
23 sign the Deed in dispute, which was false resulting in the forged Deed.

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

27
28 174. Defendants failed to exercise reasonable care and/or competence in ensuring

1 that Plaintiff executed the Deed.

2 175. Plaintiff justifiably relied on the false information provided by and at the
3 guidance of Defendants to be present and sign the Deed.

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

8
9 177. 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.

11 **NINTH CLAIM FOR RELIEF**

12 **(Unjust Enrichment)**

13 **(As Against All Defendants)**

14 178. Plaintiff incorporates the allegations in the preceding paragraphs as though
15 fully set forth herein.

16 179. Defendants have conferred the benefits of being used as the notary, title, and
17 escrow agent for the purchase of the Subject Property.

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

20
21 181. Defendants have been unjustly enriched because they obtained the benefit of
22 a portion of Plaintiff's funds utilized to purchase the Subject Property to which she is not
23 on title to because of the Deed and Defendants retention of that benefit would be
24 inequitable.

25 182. Plaintiff's damages are directly and proximately caused by the
26 aforementioned acts and/or omissions in excess of \$1,000,000.00.
27
28

1 183. DEFENDANT, BOBBY ANTEE intentionally lied about the purchase to
2 pay off his own debts and student loans.

3 184. JENNINGS AND FULTON LTD, does not handle Family Law, JARED
4 JENNINGS misrepresented himself as a family Law lawyer to mislead Ms. Licari into
5 having him take over the family law case D-18-573154-D.
6

7 185. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
8 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
9 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
10 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
11 evidence out of the trial binder held on 2/12/2020.
12

13 186. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
14 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
15 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
16 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
17 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
18 with conflict of interest.

19 187. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
20 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
21 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
22 Instrument No. 20180119-0001324, with a conflict of interest.
23

24
25 188. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
26 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
27

28 **TENTH CLAIM FOR RELIEF**

(Quiet Title)

1 **(Against All Defendants)**

2 189. Plaintiff incorporates the allegations in the preceding paragraphs as though
3 fully set forth herein.

4 190. Defendants have conferred the benefits of being used as the notary, title, and
5 escrow agent for the purchase of the Subject Property.

6 191. Defendants received the benefits of being used as the notary, title, and
7 escrow agent for the purchase of the Subject Property.

8
9 192. Plaintiff is the only heir to the Property 9564 Scorpion Track ct Las Vegas,
10 NV 89178 Parcel One (1) : LOT SEVENTY SIX (76) IN BLOCK FIVE
11 (5) OF SOUTH MOUNTAIN LOT "B", as shown by map thereof on file in
12 Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark
13 County , Nevada. Parcel Two (2): A non-exclusive easement for ingress,
14 egress, use, enjoyment and public utility purposes, on, over and across the
15 private stress and common areas on the map referenced hereinabove, which
16 easement is appurtenant to Parcel One (1). Quite Title should be granted to
17 Ms. Licari IMMEDIATELY.. *Joyner v Bank of America ; Del Webb*
18 *Conservation holding group corp. v. Tolman. KEMBERLING V. OCWEN*
19 *LOAN SERVICING,LLC*

20 **ELLEVENTH CLAIM FOR RELIEF**

21 **(Title Slander)**

22 **(Against All Defendants)**

23 193. Plaintiff incorporates the allegations in the preceding paragraphs as though
24 fully set forth herein.

25 194. A confidential relationship existed creating fiduciary duties Defendants
26 owed to Plaintiff.

27 195. Plaintiff entrusted Defendants that if she wished to proceed with the
28 purchase of the Subject Property and utilize Defendants services to effectuate the escrow

1 and title documents, that Defendants would represent her best interests throughout the
2 pending transaction and purchase of the Subject Property.

3 196. A fiduciary relationship existed between National Title, ERA Brokers,
4 Valley West Mortgage, One Realty and Plaintiff.

5 197. National Title, ERA Brokers, Valley West Mortgage, One Realty breached
6 the fiduciary duty of care and loyalty owed to Plaintiff to use the requisite skill, prudence,
7 and diligence as other members of the profession commonly possess and exercise by notary
8 publics and title and escrow companies resulting in the forged Deed, the Subject Property
9 purchased without Plaintiff's permission or approval, and Plaintiff not placed on title and
10 executed Slanderously in the name of Mr. Antee as his "A Married man as his Sole and
11 Separate Property".
12

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

17 199. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
18 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
19 use the requisite skill, prudence, and diligence as other members of the profession
20 commonly possess and exercise by notary publics and title and escrow companies resulting
21 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
22 approval, and Plaintiff not placed on title.
23

24 200. National Title, ERA Brokers, Valley West Mortgage, One Realty further
25 committed constructive fraud by breaching the fiduciary duty of care and loyalty owed to
26 Plaintiff by paying off \$8,374.03 of Mr. Antee's student loans, and not towards the
27 purchase of the Subject Property.
28

1 201. National Title, ERA Brokers, Valley West Mortgage, One Realty breached
2 their duties in a way that the law declares fraudulent because of Defendants intended to
3 deceive Plaintiff, violating the duties owed to Plaintiff.

4 202. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, Logan Willson,
5 Shumway Van LTD, Grayson Moulton, Garrett Chase, committed legal malpractice by
6 litigating case D-18-573154-D (Antee v Antee) divorce matter over forged deed
7 Instrument No. 20180119-0001324., and conspiring together to remove Ms. Licari's
8 evidence out of the trail binder held on 2/12/2020.

9 203. Jennings and Fulton LTD, Adam Fulton, Jared Jennings, and Logan Wilson,
10 litigated case D-18-573154-D (Antee v Antee) divorce matter over forged deed Instrument
11 No. 20180119-0001324., A-20-808737-C, Licari v Nikki Bott and National Title Company
12 over the same forged deed Instrument No. 20180119-0001324., and case A-18-786141-C
13 Perdue v Licari a defamation case over forged deed Instrument No. 20180119-0001324..
14 with conflict of interest.

15 204. Shumway Van LTD, Garrett Chase, Grayson Moulton, litigated case D-18-
16 573154-D (Antee v Antee) divorce matter over forged deed Instrument No. 20180119-
17 0001324., and case A-18-786141-C Perdue v Licari a defamation case over forged deed
18 Instrument No. 20180119-0001324, with a conflict of interest.

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

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

23 207. DEFENDANT, MELANIE TREANOR fraudulently notarized the Deed of
24 Trust for DEFENDANT, BOBY ANTEE, without PLAINTIFF, LINDSEY LICARI
25
26
27
28

1 present, slandering the Title of property address 9564 SCORPION TRACK CT. LAS
2 VEGAS, NV 89178.

3 **ELLEVENTH CLAIM FOR RELIEF**

4 **(Business Disparagement)**

5 208. Plaintiff incorporates the allegations in the preceding paragraphs as though
6 fully set forth herein.

7 209. A confidential relationship existed creating fiduciary duties Defendants
8 owed to Plaintiff.

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

13 211. A fiduciary relationship existed between Defendants and Plaintiff.

14 212. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
15 to 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.

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

22 214. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
23 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
24 use the requisite skill, prudence, and diligence as other members of the profession
25 commonly possess and exercise by notary publics and title and escrow companies resulting
26
27
28

1 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
2 approval, and Plaintiff not placed on title.

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

8 216. Defendants breached their duties in a way that the law declares fraudulent
9 because of Defendants intended to deceive Plaintiff, violating the duties owed to Plaintiff.

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

12 218. Further, Plaintiff is entitled to an award of reasonable attorney fees and costs
13 for having to obtain counsel in this matter to protect her rights and prosecute this matter.
14

15 219. GLVAR and NRED were notified of Ms. Bott notarizing her own escrow
16 file violating NRS 240.075 and they did not act, adding to the defamation of
17 Ms. Licari and her foundation.

18 220. Ms. Licari has lost over 200k supporters on her social media platform due
19 to the attempted concealment of the Mortgage Fraud committed by all
20 defendants.
21

22 **TWELTH CLAIM FOR RELIEF**

23 **(Forgery)**

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

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

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

1 223. 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.

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

6 225. 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.

11 226. 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.

14 227. 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.

20 228. 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.

24 229. Defendants breached their duties in a way that the law declares fraudulent
25
26
27
28

1 238. Ms. Licari will need to seek years of counseling and therapy to work
2 through the damages caused by the actions All Defendants. Ms. Licari's conditions have
3 severely worsened due to the fraud and distrust caused by the purchase of the property.

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

8 240. A fiduciary relationship existed between Defendants and Plaintiff.

9 241. Defendants breached the fiduciary duty of care and loyalty owed to Plaintiff
10 to use the requisite skill, prudence, and diligence as other members of the profession
11 commonly possess and exercise by notary publics and title and escrow companies resulting
12 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
13 approval, and Plaintiff not placed on title.
14

15 242. National Title, ERA Brokers, Valley West Mortgage, One Realty further
16 breached the fiduciary duty of care and loyalty owed to Plaintiff by paying off \$8,374.03 of
17 Mr. Antee's student loans and any other debts Valley West Mortgage allowed to be paid
18 off, and not towards the purchase of the Subject Property.
19

20 243. National Title, ERA Brokers, Valley West Mortgage, One Realty committed
21 constructive fraud by breaching the fiduciary duty of care and loyalty owed to Plaintiff to
22 use the requisite skill, prudence, and diligence as other members of the profession
23 commonly possess and exercise by notary publics and title and escrow companies resulting
24 in the forged Deed, the Subject Property purchased without Plaintiff's permission or
25 approval, and Plaintiff not placed on title.
26

27 244. National Title, ERA Brokers, Valley West Mortgage, One Realty further
28

1 **NAC 645.605(6)**

2 251. States a licensee has an “obligation to deal fairly with all parties to a
3 real estate transaction”, DEFENDANTS, LINDA NAW , VALLEY
4 WEST MORTGAGE, ONE REALTY GROUP, MELISSA PARKER,
5 NIKKI BOTT, DREW LEVY, NATIONAL TITLE acted fairly by hosting
6 a closing without Ms. Licari’s knowledge and with her present. Ms.
7 Naw knew none of the funds belonged to DEFENDANT, BOBBY
8 ANTEE so should have never allowed him to close as his Sole and
9 Separate Property.
10

11 **SIXTEENTH CLAIM FOR RELIEF**

12 **NRS 645.3205,**

13 252. “[a] licensee shall not deal with any party to a real estate transaction
14 in a manner which is deceitful, fraudulent or dishonest.”
15 DEFENDANTS, ERA BROKERS, VALLEY WEST MORTGAGE lied
16 to Ms. Licari making her believe she would be listed on the Title of
17 the home and had her execute Gift Letters with that belief, then
18 closed without Ms. LiCari stealing over \$98k in the transaction,
19 leaving Ms. Licari in poverty.
20
21

22 **SEVENTEENTH CLAIM FOR RELIEF**

23 **NRS 645.3205**

24 253. Ms. Naw violated NRS rules which creates liability to Ms. Licari and
25 making Ms. Licari whole. Ms. Naw, ERA Brokers, not doing what one
26 is required to do, doing what one is not supposed to do, and doing
27 something one is supposed to do but doing it in a wrong (negligent)
28

1 way applies to the actions of, LINDA NAW , ERA BROKERS,
2 VALLEYWEST MORTGAGE, ONE REALTY GROUP, NATIONAL
3 TITLE COMPANY, BOBBY ANTEE, DREW LEVY, MELISSA
4 PARKER, VATCHE SAJIDIAN, AND NIKKI SIKALIS BOTT.

5 **EIGHTEENTH CLAIM FOR RELIEF**

6 **645.252(1)(e) r**

7
8 254. Nonfeasance occurs when a licensee is supposed to act and does
9 not. Ms. Licari made JEFF MOORE AND DEFENDANT IN CASE A-
10 20-808737-C ,TRACY BOUCHARD , GLVAR, AND NRED , INGRID
11 TRUJILLO, LINDA STRATTON, DARYL MCCLOSKEY, aware of the
12 forgery of the QUIT CLAIM DEED in which No one acted, no one
13 followed policies and procedures, and allowed the slander on Ms.
14 Licari to continue for two years. Neither DEFENDANTS, ERA
15 BROKERS OR NATIONAL TITLE COMPANY took any action
16 against their employees for the fraud committed against Ms. Licari.
17 Ms. Licari then provided a Letter from the Handwriting Expert to the
18 Business and Industry, LINDA STRATTON, INGRID TRUJILLO,
19 DARYL MCCLOSKEY IN CASE A-20-808737-C, in which they all
20 committed Nonfeasance.
21

22 **NINETEENTH CLAIM FOR RELIEF**

23 **NRS 645.254(4)**

24 255. Requires a DEFENDANTS, ERA BROKERS, VALLEY WEST
25 MORTGAGE, to present all debts required to be paid off at closing to
26 the client as soon as practicable. ERA BROKERS , VALLEY WEST
27
28

1 MORTGAGE, DREW LEVY, intentionally withheld this from Ms.
2 Licari and that is malfeasance.

3
4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays as follows:

7
8 1. For specific damages sustained by Plaintiff in amount in excess of
9 \$1,000,000.00 with pre and post-judgment interest;

10 2. For Judgement of Quiet Title of Property 9564 Scorpion Track ct Las
11 Vegas, NV 89178 Parcel One (1) : LOT SEVENTY SIX (76) IN BLOCK FIVE (5)
12 OFSOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of
13 Plats, Page 55, in the Office of the County Recorder of Clark County , Nevada.
14 Parcel Two (2): A non-exclusive easement for ingress, egress, use, enjoyment
15 and public utility purposes, on, over and across the private stress and common
16 areas on the map referenced hereinabove, which easement is appurtenant to
17 Parcel One (1).
18

19 3. For entry of an order compelling Defendants to pay Plaintiff's costs and
20 attorneys' fees;

21 4. For a Preliminary and permanent injunction prohibiting Defendants from
22 continuing to make malicious and false accusations about Plaintiff.
23

24 5. For Pre-judgment and post-judgment interest until the judgement is paid in
25 full.

26 6. For consequential and incidental damages according to proof at trial; and

27 7. Special Damages and punitive damages according to proof at trial; and

28 8. Restitution according to proof at trial.

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9. For such other and further relief as the Court may deem just and proper.

DATED: September 10, 2020

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