

SUPREME COURT OF NEVADA

Lindsey Antee

APPEL.,

vs.

Bobby Antee

RESPON..

CASE NO.: 81635/82887- COA

DIST# D-18-573154-D

×

**MOTION AND NOTICE OF MOTION TO SET ASIDE ORDER, JUDGMENT, AND/OR
DEFAULT**

AND

OPPOSITION TO MOTION TO LIFT STAY

AND

**RESPONDENTS EMERGENCY MOTION FOR SUPREME COURT TO ISSUE
ANULLMENT DUE TO DISTRICTS COURT FAILURE TO UPHOLD THE
CONSITUTION AND AFFORD RESPONDENT DUE PROCESS, RESTITUTION,
DAMAGES.**

TO: Name of Opposing Party and Party's Attorney, if any, Bobby Antee, Grayson Moulton

NOTICE: You may file a written response to this motion with the Clerk of the Court and provide the undersigned with a copy of your response within 14 days of receiving this motion. Failure to file a written response with the Clerk of Court within 14 days of your receipt may result in the requested relief being granted by the Court without a hearing prior to the scheduled hearing date.

Submitted By: /s/ Lindsey Li Cari

☒ Plaintiff / ☐ Defendant

MOTION

(Your name) Lindsey Li Cari moves this Court for an order to set aside an order, judgment and/or default. (☐ *check one*)

- ☒ I tried to resolve this issue with the other party before filing this motion.
- ☐ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because (*explain why you did not try to resolve this issue directly with the other party before filing this motion*)

POINTS AND AUTHORITIES LEGAL ARGUMENT

The court may set aside a final order or judgment pursuant to Nevada Rule of Civil Procedure 60(b) for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation or other misconduct of an adverse party;
- (4) the judgment is void; or
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 1 year after the proceeding was taken or the date that written notice of entry of the judgment or order was served.

The court can also enforce my rights as a victim of a Crime according to the Federal Constitution:

18 U.S.C. § 3771. Crime victims' rights

(a) RIGHTS OF CRIME VICTIMS.--A crime victim has the following rights:

- (1) The right to be reasonably protected from the accused.
- (2) The right to reasonable, accurate, and timely notice of any public court proceeding, or any parole proceeding, involving the crime or of any release or escape of the accused.
- (3) The right not to be excluded from any such public court proceeding, unless the court, after

receiving clear and convincing evidence, determines that testimony by the victim would be materially altered if the victim heard other testimony at that proceeding.

(4) The right to be reasonably heard at any public proceeding in the district court involving release, plea, sentencing, or any parole proceeding.

(5) The reasonable right to confer with the attorney for the Government in the case.

(6) The right to full and timely restitution as provided in law.

(7) The right to proceedings free from unreasonable delay.

(8) The right to be treated with fairness and with respect for the victim's dignity and privacy.

(9) The right to be informed in a timely manner of any plea bargain or deferred prosecution agreement.

(10) The right to be informed of the rights under this section and the services described in section 503(c) of the Victims' Rights and Restitution Act of 1990 (42 U.S.C. 10607(c)) and provided contact information for the Office of the Victims' Rights Ombudsman of the Department of Justice.

(b) **RIGHTS AFFORDED.**--In any court proceeding involving an offense against a crime victim, the court shall ensure that the crime victim is afforded the rights described in subsection (a). Before making a determination described in subsection (a)(3), the court shall make every effort to permit the fullest attendance possible by the victim and shall consider reasonable alternatives to the exclusion of the victim from the criminal proceeding. The reasons for any decision denying relief under this chapter shall be clearly stated on the record.

(c) **BEST EFFORTS TO ACCORD RIGHTS.**--

(1) **GOVERNMENT.**--Officers and employees of the Department of Justice and other departments and agencies of the United States engaged in the detection, investigation, or prosecution of crime shall make their best efforts to see that crime victims are notified of, and accorded, the rights described in subsection (a).

(2) **ADVICE OF ATTORNEY.**--The prosecutor shall advise the crime victim that the crime victim can seek the advice of an attorney with respect to the rights described in subsection (a).

(3) **NOTICE.**--Notice of release otherwise required pursuant to this chapter shall not be given if such notice may endanger the safety of any person.

(d) **ENFORCEMENT AND LIMITATIONS.**--

(1) **RIGHTS.**--The crime victim or the crime victim's lawful representative, and the attorney for the Government may assert the rights described in subsection (a). A person accused of the crime may not obtain any form of relief under this chapter.

(2) **MULTIPLE CRIME VICTIMS.**--In a case where the court finds that the number of crime victims makes it impracticable to accord all of the crime victims the rights described in subsection (a), the court shall fashion a reasonable procedure to give effect to this chapter that does not unduly complicate or prolong the proceedings.

(3) **MOTION FOR RELIEF AND WRIT OF MANDAMUS.**--The rights described in

subsection (a) shall be asserted in the district court in which a defendant is being prosecuted for the crime or, if no prosecution is underway, in the district court in the district in which the crime occurred. The district court shall take up and decide any motion asserting a victim's right forthwith. If the district court denies the relief sought, the movant may petition the court of appeals for a writ of mandamus. The court of appeals may issue the writ on the order of a single judge pursuant to circuit rule or the Federal Rules of Appellate Procedure. The court of appeals shall take up and decide such application forthwith within 72 hours after the petition has been filed. In no event shall proceedings be stayed or subject to a continuance of more than five days for purposes of enforcing this chapter. If the court of appeals denies the relief sought, the reasons for the denial shall be clearly stated on the record in a written opinion.

(4) ERROR.--In any appeal in a criminal case, the Government may assert as error the district court's denial of any crime victim's right in the proceeding to which the appeal relates.

(5) LIMITATION ON RELIEF.--In no case shall a failure to afford a right under this chapter provide grounds for a 2263 new trial. A victim may make a motion to re-open a plea or sentence only if--

(A) the victim has asserted the right to be heard before or during the proceeding at issue and such right was denied;

(B) the victim petitions the court of appeals for a writ of mandamus within 10 days; and

(C) in the case of a plea, the accused has not pled to the highest offense charged. This paragraph does not affect the victim's right to restitution as provided in title 18, United States Code.

(6) NO CAUSE OF ACTION.--Nothing in this chapter shall be construed to authorize a cause of action for damages or to create, to enlarge, or to imply any duty or obligation to any victim or other person for the breach of which the United States or any of its officers or employees could be held liable in damages. Nothing in this chapter shall be construed to impair the prosecutorial discretion of the Attorney General or any officer under his direction.

(e) DEFINITIONS.--For the purposes of this chapter, the term 'crime victim' means a person directly and proximately harmed as a result of the commission of a Federal offense or an offense in the District of Columbia. In the case of a crime victim who is under 18 years of age, incompetent, incapacitated, or deceased, the legal guardians of the crime victim or the representatives of the crime victim's estate, family members, or any other persons appointed as suitable by the court, may assume the crime victim's rights under this chapter, but in no event shall the defendant be named as such guardian or representative.

(f) PROCEDURES TO PROMOTE COMPLIANCE.--

(1) REGULATIONS.--Not later than 1 year after the date of enactment of this chapter, the Attorney General of the United States shall promulgate regulations to enforce the rights of crime victims and to ensure compliance by responsible officials with the obligations described in law respecting crime victims.

(2) CONTENTS.--The regulations promulgated under paragraph (1) shall--

(A) designate an administrative authority within the Department of Justice to receive and investigate complaints relating to the provision or violation of the rights of a crime victim;

(B) require a course of training for employees and offices of the Department of Justice that fail to comply with provisions of Federal law pertaining to the treatment of crime victims, and otherwise assist such employees and offices in responding more effectively to the needs of crime victims;

(C) contain disciplinary sanctions, including suspension or termination from employment, for employees of the Department of Justice who willfully or wantonly fail to comply with provisions of Federal law pertaining to the treatment of crime victims; and

(D) provide that the Attorney General, or the designee of the Attorney General, shall be the final arbiter of the complaint, and that there shall be no judicial review of the final decision of the Attorney General by a complainant.

FACTS AND ARGUMENT

1. **Order/Default.** (☒ *check one*)

- ☐ I want to set aside a default that was entered on *(date default was filed)*_____.
- ☒ I want to set aside an order. A hearing was held on *(date of the hearing, or "n/a" if there was no hearing)* 2/7/20 & 2/12/20 . A written order was filed *(date of the order)* 8/5/2020 . I was served with a copy of the order on *(date you received the order)* 8/5/2020 .

2. **Grounds.** The default or order should be set aside because: (☒ *check all that apply*)

- ☐ I was never served with the other party's court papers that led to the court order/default.
- ☐ I did not respond to the other party's court papers because of my mistake, inadvertence, surprise, or excusable neglect. *(Explain why you did not respond to the original papers):*

- ☒ The other party committed fraud, misrepresentation, or misconduct that resulted in the order. *(Explain what the other party did to get the order that was wrong):*
Bobby Antee committed mortgage fraud in the purchase of the marital property. Using \$98k of my money to qualify himself for the marital home. He attended a closing in which, I did not attend, in which, my name was forged to a quit claim deed by the Escrow Agent Nikki Bott. Nikki Bott was not able to act as a witness to this closing. Nikki Bott collected commission as the Escrow Agent and who also acted as the Notary, forging my name to a quit claim deed and the illegally wiring \$62k out of my personal bank account. **Exhibit 1 Bobby** Antee paid off many debts, and at closing, \$8364 in student loans without my knowledge and without gift letters. I asked for annulment on January 18, 2018, the day after the closing, in which, Bobby Antee refused to annul or cancel the home. **Exhibit 2** Bobby spent the next 4 months abusing me, and concealing his crimes, before I found out I wasn't on the Title of the home and fraud had occurred, evidence of this was uploaded into my Legal Separation filing D-18-581756-S, in December of 2018. Bobby Antee then conspired with Realtor Linda Naw to evade prosecution for his crimes, using her Brokers counsel, Shumway Van LTD, and the misconduct of Rena Hughes, LVMPD, NSOS, NRED, and GLVAR, who should have all acted when they received clear evidence of Notary Fraud NRS 245.065 (b), and NRS 205.372, but failed to act or uphold my rights as a Crime Victim. **Exhibit 3** Bobby Antee then slandered me and my foundation for 4 years, to conceal his actions. **Exhibit 4** Bobby Antee then attempted to claim interest in

the marital property he obtained through fraud, knowing he was not entitled to it. His counsel, Shumway Van, Grayson Moulton, and Garrett Chase are guilty of Legal Malpractice in Bobby Antee and Linda Naw's shared representation (*NRPC Rule 1.7*), and conspiring with Chris Tilman and Jennings and Fulton, to further defraud me, and attempt to deprive me of justice, and damages owed to me. Bobby Antee is a criminal, and married me with the intent to defraud me, which entitles me to annulment, damages, and restitution. The fact that I married Bobby Antee under duress, 3 weeks after the loss of my son, also qualifies me for annulment. I have not freely cohabited with Bobby Antee since learning of the fraud and have done everything in my power since learning of the fraud, to seek justice and follow the legal process. District Court refuses to hear the Annulment, so I ask that Supreme Court places an Injunction on the District Court from processing anything outside of Annulment in this matter, as the District Court has ignored all Complaints for Annulment. **Exhibit 5** Therefor the Supreme Court has now been notified multiple times over two years that I was not receiving justice in District Court, and has done nothing to uphold my rights to my property or protection.

☐ Other (*Explain the reasons you want the default/order set aside*):

Judge Kathy Hardcastle heard the initial hearing on 10/19/2018, in which I reported the mortgage fraud. **Exhibit 6** After telling Bobby Antee he would not get anything for being in this short marriage, she then silently removed herself, and allowed my case to be transferred to Rena Hughes, to allow her to conceal the mortgage fraud. On 10/19/18, Rena Hughes put in orders for a hearing she didn't preside over, Kathy Hardcastle did, and allowed the legal misconduct of Jennings and Fulton, Shumway Van, and Chris Tilman to continue for 2 years, as they collected legal fees. Rena Hughes allowed a trial to be held over a deed known to be forged, delaying my trial for over 2 years from the date I filed to annul in 2018, in which the marriage only lasted 60 days. This forced me to be abused by the accused, and all my assets to be withheld from me by Bobby Antee and Shumway Van, in which they still refuse to release interest in my property. Rena Hughes then allowed the fabricated testimony of Realtor Linda Naw, who was not an impartial witness, and was part of the same fraudulent transaction, therefor should have not attended the proceedings at all. On 10/19/2018, Rena Hughes illegally drafted an order for me to remain in the home purchased fraudulently by Bobby Antee, and solely pay for all costs associated with the home, yet Rena Hughes was not the judge who heard the matter on 10/19/2018. **Exhibit 7** No Motion was filed to change judges, and my counsel Chris Tilman or Logan Wilson reported the illegal transfer of this matter. Rena Hughes never addressed the Separate Maintenance or Fraud reported to her in December 2018, and my counsel Chris Tilman never argued the evidence submitted to the court. **Exhibit 8** Bobby Antee did not contribute to the marriage at all, committed grand larceny, forgery, and mortgage fraud, and attempted to conceal it, therefor should not be awarded anything pursuant to *NRS 205.265*. Rena Hughes violated my right to be free from government interference, and attempted to "interfere with interstate commerce", knowingly allowing evidence to be removed at trial then refusing to recuse herself *Section 455 (a)* when her misconduct was exposed. Rena Hughes then knowingly drafted a "Decree of Divorce" that was fabricated, after Lis Pendens was already filed in civil court and the County Recorder's Office on 8/3/2020, therefor wasn't her jurisdiction. **Exhibit 9** Rena Hughes then drafted a decree

to favor Bobby Antee and protect ERA Brokers and National Title Company. This order was then given to Nikki Bott to help deny the payment of the Notary Bond by Liberty Mutual, which is war against the Constitutional Rights promised to me as a victim of a crime *USC Section 3771 (a) (6)*. **Exhibit 10** Rena Hughes fabricating IRS Debt **Exhibit 11**, misappropriation with my foundation, and labeling me Vexatious, is Malicious Prosecution, and another attempt of deprivation. Rena Hughes is in violation of the Due Process Clause of the US Constitution in which my case should have been free from bias and prejudice in which it was not. Rena Hughes has engaged in criminal acts of treason, as her actions and orders are in war against the Constitution. Rena Hughes has no immunity for criminal acts, treason and "interference with interstate commerce" are criminal acts and Fraud Upon the Court. The following Rights have been refused to me, 1st, 5th, 6th, 7th, 8th, and 9th Amendment Rights and I ask that the Supreme Court Order them to be upheld. After the trial held in February of 2020, I obtained a Court and Board-Certified Handwriting Expert to prove the forgery again, in which this evidence along with the evidence removed at trial was submitted to Rena Hughes in May of 2020 in over 20 different filings, in which she ignored them all. A report was filed with Nevada Secretary of State, reporting forgery and fraud in 2018, in which Lenora Muller concealed the fraud, and took no action when a journal was not produced with my signature. Nevada Secretary of State's, Lenora Muller, refused to address the prohibited acts of Nikki Sikalis Bott, and the second notary Melanie Treanor, and to date still has not upheld her oath to protect the Federal Constitution **Exhibit 12** Melanie Treanor is the neighbor of Escrow Agent Nikki Sikalis Bott, and the second notary on the loan file who fraudulently conveyed title into Bobby Antee's name and acted as a witness to the loan signing. **Exhibit 13** Melanie Treanor is also the Notary that notarized Nikki Botts Notary Bond paperwork, which clearly shows a pattern of committing fraud and notaries together. **Exhibit 14** Finally, you will find a letter from Curt Baggett, a Court and Board-Certified Handwriting Expert, confirming forgery, and also proving the Legal Malpractice of Jennings and Fulton for not obtaining an expert prior to trial. **Exhibit 15** I have also obtained a Pre-Approval, which entitles me to refinance the home and put it in my name solely. The down payment was paid in full by Lindsey Licari, all mortgage payments made on the home were made by Lindsey Licari, in which it is clear and concise that Bobby Antee was part of the fraud and concealment and is not entitled to anything. **Exhibit 16** This motion was sent to Nevada Supreme Court and ignored on 10/16/2021, and again one 12.1.21 and served to Shumway Van who is openly committing legal malpractice while supreme court does nothing. So, allowing the legal malpractice has now forced me to file charges against all Supreme Court Judges involved in which none of you have immunity to allow my civil rights to be violated. Therefor allowing the forced sale of my home, without due process is illegal and interfering with interstate commerce under the color of law. I began asking Supreme Court for help in May of 2020, in which I was told that Rena Hughes would adjust the decree, and she failed to do so. I was then forced to file an appeal, in which I have notified the Supreme Court many times of the misconduct the abuse and the deprivation of my rights, and the refusal of the lower courts to follow the law. Since reporting clear misconduct to the Supreme Court and Court of Appeals, Realtor Linda Naw and her counsel Shumway Van/ Garrett Chase, were awarded over \$200k after Uttering a forged deed to be true and filing case A-

18-786141-C Frivolously. There was no jury, no trial, and all evidence I submitted was ignored. Jared Jennings, Adam Fulton, and Logan Wilson who litigated this matter with no retainer, and withheld my evidence, collecting \$16k in legal fees, have now been awarded over \$200k. I filed for Quiet Title, and again was given no due process, and the matter was dismissed with no hearing and all motions I filed were ignored. **Exhibit 17**

Opposition to Motion to Lift:

Garrett Chase, Michael Van, and Grayson Moulton were sued on case A-20-820446-C and continued litigating on the behalf of Linda Naw and Bobby Antee, in which this court has allowed, and continuously refused me representation as a victim of a crime. For this court to continue to ignore clear evidence of forgery and fraud, and allow each defendant to senselessly attack me, is hurtful and not a judicial act. The purpose of the Supreme Court is to ensure that justice is served, and victims walk away feeling whole. I have been lied about, slandered, the death of my son has been made a joke, I have had to close my foundation and move to a jurisdiction that will uphold my rights and their oath to uphold the Constitution. Awarding legal fees to anyone in this matter is theft! This is again notification that if the Supreme Court does not Stay the entire Divorce Decree and issue an Annulment and judgement, that I will never be made whole in the lower courts, who have now labeled me vexatious to ensure I cannot. For 4 years, Bobby Antee, Garrett Chase, Michael Van, Linda Naw, and Grayson Moulton have conspired to conceal their crimes, and their plan failed. This matter was drug out by Bobby Antee and His counsel as I solely paid for the deposit of \$62k, that was stolen to get the home, I then paid \$37k before the trial was ever held, and all parties knew the deed to be invalid, due to forgery. So his sleazy lawyers, who are free to break any law they like, cannot now ask for Bobby to have any financial interest, as they would be instructing him to commit fraud. The Court allowing the Sale of my home, after being informed of the fraud, will be interfering with interstate commerce, and will not be granted immunity. I have now had to file for annulment in the State of Georgia, as in 4 years, Nevada cannot properly litigate this 2-month marriage. Giving Bobby Antee possession of a property he obtained through fraud, is not a judicial act, and allow his counsel to continue this abuse after they lost this case years ago, is not a judicial act. It is clear to me and this Court that I will get absolutely no justice, is this court does not act, and if this court continues to ignore my plea, I will file a Federal case in Washington DC with the US Supreme Court and ensure every judge is held accountable. Bobby Antee should have been arrested in 2018 and cannot have interest in a property he obtained through fraud. If Bobby Antee and Shumway Van attempt to sale my home, I will remain in my home and defend it.

My Son has now sat in a third world country for a year! **Exhibit 18** I cannot bring him home until this situation ends. He sits in Jamaica with little food, no room, no bed, when he has all these things here waiting for him. My mother has been fighting for her life for 3 months in ICU, as I sit with her writing these motions when I did nothing but trust my lawyers and Bobby. **Exhibit 19** I have had to do all of this while grieving the loss of my son, alone. I have had to defend myself now for 2 years, as children with cancer suffer, and my ability to help them is taken away from this. I have spent many nights working two jobs to pay my lawyers, to find out that Nevada has a separate agenda and its not

justice at all. Bobby and his lawyers have sent people to pretend to be my friends, to try to slander my work, and character. How far is this going to go before someone says enough is enough? Who is going to uphold my rights? Why do I not matter to anyone, yet I have been nothing but good to everyone. Where in each of your life, did money and power become more important than values, integrity, and God? I do not care how many times, you all ignore my plea, how many times you try to convince the world that I'm crazy and have no evidence, how many judgements are illegally awarded, I put God first in my life, and I do not fear any of you. There is nothing you can take from me, that will hurt me. God has already taken the most important piece of my world, and that was Ayden. If it was Gods will that I stand through this storm, suffer the grief alone, be lied about, and stolen from, then I trust God and his plan. I will pray for each one of you, because at some point you started doing this to serve and protect. Maybe just one of you will take this matter and find your way back to God, and it will have been worth all the pain I have suffered. I am sorry that to Bobby, all I was, was a way to get a house and pay his debts, but he to will suffer the consequences of his actions through Gods promises to me. I no longer must carry this burden, as I have given this to God, and I know the Courts in Georgia will give me justice even if it takes another 5 years. Bobby ANtee, Linda Naw, Shumway Van, Jeff Moore, and Tracy Bouchard, could have all settled this matter before I knew what crimes were truly committed, but each chose to unnecessarily drag this out until they exposed an entire system of corruption. I simply want an annulment and my home transferred into my name alone. I have provided a Pre-Approval that proves the home can be transferred. This Court allowing the Forced Sale of my home will allow Linda Naw and Jennings and Fulton to collect judgements they didn't earn, which is unconstitutional. This Court has the obligation to me to ensure I get justice. Upon the decree of Annulment being issued and the home being ordered to be transferred to my name alone, I will close all complaints, in all courts, and allow God to get justice for the rest. If this is not done, I will continue to expose and pursue justice through the public and higher courts. I filed a Federal Case in Georgia, as Nevada has proven to care nothing about the law, and the same judges who have been served this complaint, continue to put in bogus orders. **Exhibit 20** This court would be knowingly Concealing Mortgage Fraud by allowing Bobby Antee to illegally sale my home and take possession from me.

- 3 **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: *(Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.)*

I would like the Supreme Court to order LVMPD to uphold my Constitutional rights as a victim of a crime pursuant to 18 USC section 3771 (a) (c), and act upon report LLV191000093861, as they are in violation of the constitution. I would like the court to order the Attorney General's office to perform a full investigation into this matter pursuant to my Constitutional Rights 18 USC section 3771 (f) (1) and promulgate regulations to enforce my rights as a victim of a crime, and ensure the compliance of, Nevada SOS, NRED, GLVAR, and LVMPD with their obligations to me as a victim of a crime reported to each agency in 2018, and have the AG issue sanctions and terminations for government employees wantonly failing to comply with the Federal Constitution. I ask that the Supreme Court to Rule that the handling of this matter and forcing me to remain married to Bobby Antee is and has been Unconstitutional, and all orders entered in violation of the US Constitution are to be voided. Lastly, to order a new trial, with representation from the government, to ensure that my rights as a victim of a crime are upheld. I ask that this court order that it is unconstitutional to have me litigate this matter on my own as a crime victim, as my right to be protected from the accused, to be treated with respect and fairness, and to be treated with dignity are in violation of the Federal Constitution. I ask the Supreme Court to be the final arbitrator of law-and-order Nevada State Bar to assign a Prosecuting Attorney pursuant to my 6th Amendment Right, so that this matter will be heard fairly by an unbiased Judge, to ensure I receive the damages and restitution owed to me, and protection from Bobby Antee, and Shumway Van, and Linda Naw. I want the home refinanced into my own name and an injunction placed on Shumway Van, Garrett Chase, and Grayson Moulton from contacting, stalking, or having anything else to do with this matter, as they are now being sued in Georgia Federal Court for their crimes. My mother has now been in ICU for two months while Nevada has allowed this abuse since May of 2020 and has taken no action. How far is this going to go before you all uphold the oaths you took? Please follow the law and stop this abuse, my mom deserves peace after all we have been thought and she shouldn't die watching me be attacked by 25 White Nevada Judges, over a 2-month marriage. I will continue to expose each judge until you follow the law and give me what I am promised in the Constitution. If Shumway Van continues the harass and stalk me after I have notified this court over 30 times, I will defend my home and my family!

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees, damages, restitution, and any other relief the Court finds appropriate.

DATED January 3_____, 2022.

Submitted By: *(your signature)* /s/ Lindsey Li Cari

(print your name) Lindsey Li Cari

DECLARATION IN SUPPORT OF MOTION TO SET ASIDE

I declare, under penalty of perjury:

- a. I have read the foregoing motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

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

DATED January 3, 2022.

Submitted By: (*your signature*) /s/ Lindsey Li Cari

(*print your name*) Lindsey Li Cari

Exhibit 1

Fax Cover Sheet

Use this cover sheet when faxing documents back to your loan officer. Faxes that do not contain this cover sheet will not be processed or received by the intended recipient.

Fax # 800-704-0852

TO: Vatche Saatdjian
800-704-0852

FROM: Bobby Dee Antee
9564 Scorpion Track Court
Las Vegas, NV 89178

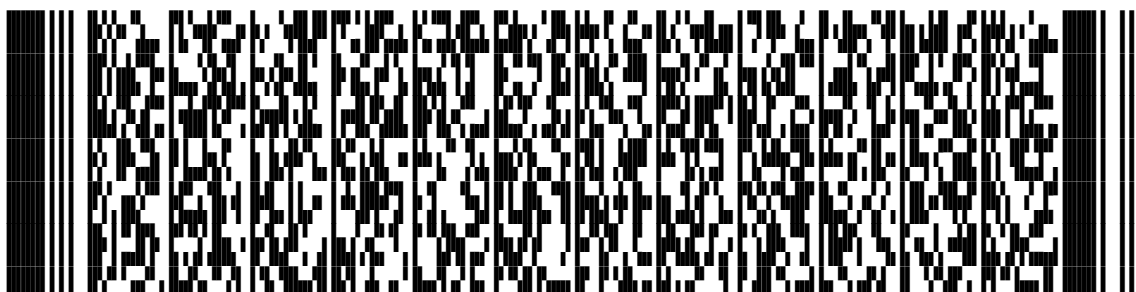


3011146304

spagan@valleywestmortgage.com

{3ed5864a-4758-4201-9042-770387c82b7c}

Bobby Dee Antee



Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential and is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately destroy the original message and any copy of it in your possession.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 1/10/2018
Closing Date 1/13/2018
Disbursement Date 1/16/2018
Settlement Agent National Title Company
File # 17009321-003-NB1
Property 9564 Scorpion Track Court
Las Vegas, NV 89178

Sale Price \$256,000

Transaction Information

Borrower Bobby Dee Antee
62 East Serene Avenue #316
Las Vegas, NV 89123
Seller Steven White & Denise White
9564 Scorpion Track Court
Las Vegas, NV 89178
Lender Valley West Corporation DBA Valley West
Mortgage

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate

Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 0077725141
MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$204,800	NO
Interest Rate	4.750 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,068.33	NO
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$1,068.33
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	139.15
Estimated Total Monthly Payment		\$1,207.48
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i> <i>See page 4 for details</i>	\$176.15 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> In escrow? YES YES NO

Costs at Closing		
Closing Costs	\$7,143.71	Includes \$4,317.75 in Loan Costs + \$2,825.96 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$63,526.74	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>



Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$1,495.00				
01 % of Loan Amount (Points)						
02 Underwriting Fees		\$1,495.00				
03						
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$2,822.75				
01 Administration Fee	to Valley West Corporation dba Valley	\$100.00				
02 Appraisal Fee	to Arivs		\$465.00			
03 Credit Report	to Credit Information Systems-Las Vegas	\$65.00				
04 Flood Certification	to ServiceLink National Flood	\$8.00				
05 Tax Related Service Fee	to Valley West Corporation dba Valley	\$79.00				
06 Title - Closing Protection Letter	to National Title	\$25.00				
07 Title - Courier Fee	to National Title	\$25.00		\$25.00		
08 Title - Escrow Fee	to National Title	\$531.75		\$531.75		
09 Title - Inspection Fee	to National Title	\$80.00				
10 Title - Lender's Title Insurance	to National Title	\$1,069.00				
11 Title - Notary Fee	to National Title	\$175.00		\$175.00		
12 Title - Overnight Fee	to National Title	\$25.00		\$25.00		
13 Title - Title Endorsement Fee	to National Title	\$150.00				
14 Title - Wire Transfer Fee	to National Title	\$25.00		\$25.00		
C. Services Borrower Did Shop For						
01						
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		\$4,317.75				
Loan Costs Subtotals (A + B + C)		\$3,852.75	\$465.00			

Other Costs						
E. Taxes and Other Government Fees			\$80.00			
01	Recording Fees	Deed: \$40.00 Mortgage: \$40.00	\$80.00			
02	Transfer Taxes	to National Title			\$1,305.60	
F. Prepays			\$1,206.81			
01	Homeowner's Insurance Premium (12 mo.) to Valley West Insurance		\$484.00			
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (\$26.65 per day from 1/16/18 to 2/1/18)		\$426.40			
04	Property Taxes (3 mo.) to Clark County		\$296.41			
05						
G. Initial Escrow Payment at Closing			\$139.15			
01	Homeowner's Insurance	\$40.34 per month for 3 mo.	\$121.02			
02	Mortgage Insurance	per month for mo.				
03	Property Taxes	\$98.81 per month for 2 mo.	\$197.62			
04						
05						
06						
07						
08	Aggregate Adjustment		-\$179.49			
H. Other			\$1,400.00			
01	HOA Fees	to TBD	\$350.00			
02	Home Warranty	to First American Home Warranty	\$550.00			
03	Title - Owner's Title Insurance (optional)	to National Title			\$1,214.00	
04	Transaction Fee	to ERA Brokers Consolidated	\$500.00			
I. TOTAL OTHER COSTS (Borrower-Paid)			\$2,825.96			
Other Costs Subtotals (E + F + G + H)			\$2,825.96			

J. TOTAL CLOSING COSTS (Borrower-Paid)		\$7,143.71				
Closing Costs Subtotals (D + I)		\$6,678.71	\$465.00	\$3,301.35		
Lender Credits						



Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$7,777.00	\$7,143.71	YES · See Total Loan Costs (D) and Total Other Costs (I) .
Closing Costs Paid Before Closing	\$0	-\$465.00	YES · You paid these Closing Costs before closing .
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$51,200.00	\$51,200.00	NO
Deposit	-\$3,000.00	-\$3,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	\$8,648.03	YES · See details in Section K and Section L .
Cash to Close	\$55,977.00	\$63,526.74	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		\$271,326.74
01	Sale Price of Property	\$256,000.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$6,678.71
04		
Adjustments		
05	Payoffs	\$8,374.03
06		
07		
Adjustments for Items Paid by Seller in Advance		
08	City/Town Taxes to	
09	County Taxes 01/16/18 to 04/01/18	\$274.00
10	Assessments to	
11		
12		
13		
14		
15		
L. Paid Already by or on Behalf of Borrower at Closing		\$207,800.00
01	Deposit	\$3,000.00
02	Loan Amount	\$204,800.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	
Other Credits		
06		
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes to	
13	County Taxes to	
14	Assessments to	
15		
16		
17		
CALCULATION		
Total Due from Borrower at Closing (K)		\$271,326.74
Total Paid Already by or on Behalf of Borrower at Closing (L)		-\$207,800.00
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$63,526.74

SELLER'S TRANSACTION

M. Due to Seller at Closing		\$256,274.00
01	Sale Price of Property	\$256,000.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	City/Town Taxes to	
10	County Taxes 01/16/18 to 04/01/18	\$274.00
11	Assessments to	
12		
13		
14		
15		
16		
N. Due from Seller at Closing		\$3,301.35
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$3,301.35
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	
05	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes to	
15	County Taxes to	
16	Assessments to	
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing (M)		\$256,274.00
Total Due from Seller at Closing (N)		-\$3,301.35
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller		\$252,972.65



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

9564 Scorpion Track Court, Las Vegas, NV 89178

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☒ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$1,530.65	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance</i>
Non-Escrowed Property Costs over Year 1	\$407.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>HOA Dues</i> You may have other property costs.
Initial Escrow Payment	\$139.15	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$139.15	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$389,346.04
Finance Charge. The dollar amount the loan will cost you.	\$182,692.04
Amount Financed. The loan amount available after paying your upfront finance charge.	\$201,909.85
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.873 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	88.002 %



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Valley West Corporation		ERA Brokers Consolidated	Realty One Group, Inc.	National Title Company
Address	9580 West Sahara Avenue Suite 200 Las Vegas, NV 89117		2855 St. Rose Pkwy Suite 100 Henderson, NV 8905	10750 W Charleston Blvd #180 Las Vegas, NV 89135	8915 S Pecos Rd, Ste #20A Henderson, NV 89074
NMLS ID	65506				
NV License ID	2118		b.0022985	B.0143673	19861015473
Contact	Vatche Saatdjian		Linda Naw	Melissa Parker	Nikki Sikalis-Bott
Contact NMLS ID	69363				
Contact NV License ID	13671		S.0072042	S.0180122	1666365
Email	vatche@valleywestmortgage.com		Linda@NawRealEstateGroup.com	Melissarealtorlv@gmail.com	nikki@ntcnv.com
Phone	702-696-9900		702-306-3587	702-340-0636	702-331-6900

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date



Addendum to Closing Disclosure

This form is a continued statement of final loan terms and closing costs.

Seller Joe White

Payoffs and Payment		Use this table to see a summary of your payoffs and payments to others from your loan amount.	
TO		AMOUNT	
01	NELNET LNS		\$2,269.93
02	NELNET LNS		\$2,195.66
03	NELNET LNS		\$1,371.30
04	NELNET LNS		\$1,182.69
05	NELNET LNS		\$1,070.20
06	NELNET LNS		\$284.25
K. TOTAL PAYOFFS AND PAYMENTS			\$8,374.03



Exhibit 2

From: **Lindsey Licari** lindseylicari14@aol.com
 Subject: **Proof I was not on board with buying the home**
 Date: **December 3, 2018 at 9:37 PM**
 To: **Kathy Gentry** kathy@christophertilman.com

Proof I asked for a divorce the day after he told me he got the keys without me knowing about the signing

Begin forwarded message:

From: Bobby Antee <bobbyantee@gmail.com>
 Subject: Re: Great idea
 Date: January 23, 2018 at 3:46:19 PM PST
 To: lindseylicari14@aol.com

I already spoke to him. We're gonna set it up

On Jan 23, 2018 3:45 PM, "Bobby Antee" <bobbyantee@gmail.com> wrote:
 Why are u blocking my calls, texts, and facebook. What are we doing then. Did u seriously cancel everything

On Jan 23, 2018 3:36 PM, <lindseylicari14@aol.com> wrote:
 He is gone he is from philly

Sent from my iPhone

On Jan 23, 2018, at 1:37 PM, Bobby Antee <bobbyantee@gmail.com> wrote:

Have your friend come to the house and paint aydens room. I will pay for it

On Jan 18, 2018 9:04 PM, <lindseylicari14@aol.com> wrote:

Sent from my iPhone

Begin forwarded message:

✱ From: "GetDivorcePapers.com" <support@getdivorcepapers.com>
 ✱ Date: January 18, 2018 at 9:00:23 PM PST ✱
 To: Lindseylicari14@aol.com
 Subject: Qualification Confirmation for an Online Annulment
 Reply-To: 0



Support
 GetDivorcePapers.Com



Call us:
1-855-865-1218

Lindsey , you have been qualified to use our online Nevada Annulment forms service.

Now that you are qualified to use our service, you can proceed to the next step. We understand that this is a difficult time, but we are here to help. Please feel free to contact us at [1-855-865-1218](tel:1-855-865-1218) with questions you may have.

Here is a brief outline of the next steps to expect.

1

Create an Account

Qualifying is the first step of our process. The next step is to create your account. Creating your account is very easy. We will ask for some basic information pertaining to you and your spouse. We will use that information to create your personalized online interview. When creating your account you will be asked to setup a user name and password, as well as pay our minimal service fee. To do this, simply [click here](#) to continue the registration process.

2

Answer the Questions

After you completed the Once you have created your account, you will answer more detailed questions during your personalized interview. This interview will vary depending on how involved your situation is. To do this, simply [click here](#) to continue the registration process.

File the Documents

Exhibit 3

Inet #: 20180119-0001324

Fee: \$40.00

RPTT: \$0.00 Ex #: 006

01/19/2018 12:06:10 PM

Receipt #: 3301102

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Sra: ERECORD

Ofc: ERECORD

A.P.N. #	176-20-413-076
Escrow No.	17009321-003-NB1
R.P.T.T.	Exempt 1/5
Recording Requested By:	
National Title Co.	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Bobby Dee Antee	
9564 Scorpion Tract Ct	
Las Vegas, NV 89178	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged,

Lindsey Liscari spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

Bobby Dee Antee a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

Escrow No. 17009321-003-N131
Grant, Bargain, Sale Deed... Continued

Dated this 17 day of January, 2018 ← Not my writing for the date

Lindsay Licari
Lindsay Licari

← not my signature

← I also had no id that
said this name as of
12/26/17

State of Nevada

County of Clark

This instrument was acknowledged before me on

1/17/18

by:

Lindsay Licari

Signature:

[Signature]
Notary Public

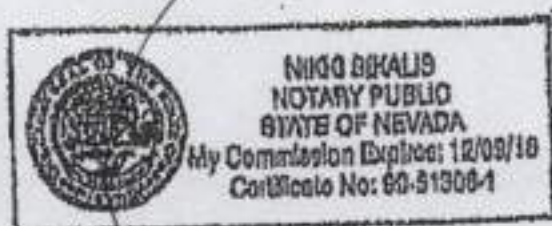


EXhibit 59



Senior Escrow Officer

Email: maria@ntcnv.com

Phone: (702) 331-6900

10 years of escrow experience, all in Las Vegas
15 year resident of Las Vegas
Highly experienced in resale, refinance, Reo and short sales

Maria Chewjalearn-Andaya
Senior Escrow Officer



Escrow Officer

Email: frances@ntcnv.com

Phone: (702) 873-7020

Experienced in a wide variety of Residential Transactions
20 year resident to Las Vegas, Nevada
Downtown Branch
Orgullosamente Sirviendo a la Comunidad Latina
NAHREP Member

Frances Quiles
Escrow Officer



Escrow Officer

Email: nikki@ntcnv.com

Phone: (702) 331-6900

Henderson Local and Proud Graduate of UNLV with a BS in
Business Administration and an Emphasis in Economics.
18 years of Escrow Experience in Nevada
Versed in Residential Resale, Short Sale, Refinance and
Commercial Transactions

Exhibit 59

Nikki Sikalis Bott
Senior Escrow Officer



Escrow Officer

Email: Mandy@ntcnv.com

Phone: (702) 873-7020

17 years Escrow Experience
3 year resident to Nevada
Short Sale/Residential
Resale/REO/Refinance/Commercial/Builder

Mandy Singer
Escrow Officer



Escrow Officer

Email: Lorena@ntcnv.com

Phone: (702) 873-7020

Spanish Speaking
Experienced in Short Sale/Refinance/Residential Resale
Transactions/REO/Hard Money/New Builder
Raised in The Las Vegas Valley
14 years of title and escrow experience

Lorena Marquez
Escrow Officer

DOB: 07/04/1983
ISS: 04/08/2017



CLASS: B - Single veh GVWR > 25,000 lbs; may tow veh < 10,000 lbs
ENDORSEMENTS: P - Passenger, S - School Bus



RESTRICTIONS: B - Corrective Lenses, E - Auto
Trans CMV wgt only, M - No Class A Passgr veh



DOB: 07/04/1983
ISS: 12/26/2017



CLASS: B - Single veh GVWR > 25,000 lbs; may tow veh < 10,000 lbs
ENDORSEMENTS: P - Passenger, S - School Bus



RESTRICTIONS: B - Corrective Lenses, E - Auto
Trans CMV wgt only, M - No Class A Passgr veh



NEVADA USA NV

COMMERCIAL DRIVER LICENSE

1 ANTEE
2 LINDSEY SHARRON
3 9564 SCORPION TRACK CT
LAS VEGAS, NV 89178-6247

15 Sex F 16 Hgt 5'11" 17 Wgt 160 18 Eyes BRO
9 Class B 9a End PS 19 Real BRO 4a Int 12/29/2017
12 Restr BEM 3 DO 000115239620390829231

4d DL NO. **2101580108**
3 DOB **07/04/1983**
4b Exp **06/10/2023**

Lindsey Sharron

NEVADA USA NV

COMMERCIAL DRIVER LICENSE

1 LICARI
2 LINDSEY SHARRON
3 6151 MOUNTAIN VISTA ST APT 2117
HENDERSON, NV 89014-2371

15 Sex F 16 Hgt 5'10" 17 Wgt 165 18 Eyes BRO
9 Class B 9a End PS 19 Real BRO 4a Int 06/02/2017
12 Restr BEM 3 DO 000115239620390829231

4d DL NO. **2101580100**
3 DOB **07/04/1983**
4b Exp **06/10/2023**

Lindsey Sharron

Exhibit 4

TO: Bobby Antee


Exhibit 39

Arron just hit me in my home

Sent from my iPhone

See More



 **Bobby Antee**

Yesterday



Re:

Details

To: Lindsey Licari

Go ahead and keep the drama going this isnt good for your image or your foundation

See More



Found in Gmail Sent Mailbox



Lindsey Licari

Yesterday



Re:

Details

To: Bobby Antee

I'm calling the police the dad isn't supposed

because I see you will do anything
when you are mad

Exhibit 46

I want a divorce

Great

It was always about coming up for
you

I'm calling now to cancel your lease

Great I'm on the way to the court to
get a restraining order so make
arrangements as well

I wouldn't care if I ever see u again

I know I have nothing left for you to
take

U havent done shit but take from
everyone and when they cant do
anything for u you chew them up

[All Inboxes](#)

119 Messages



Found in AOL Sent Mailbox

**lindseylicari14@aol.com**

7/3/18

To: Bobby Antee >

You accomplished your goal you broke me,
there is nothing left for me here

Sent from my iPhone

[See More](#)

Found in AOL Inbox

**Bobby Antee**

7/3/18

To: Lindsey Licari >

Goodmorning Lindsey

I hope u slept good.ill just go for the rest of the
month if u cancel. I'm sorry again our friendship
is going out the window and I feel so terrible
about the foundation.

On Jul 3, 2018 9:07 AM,

<lindseylicari14@aol.com> wrote:

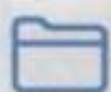
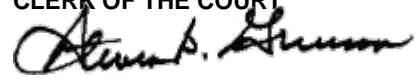
[See More](#)

Exhibit 5



COMA

Your Name: LINDSEY ANTEE

Address: 9564 SCORPION TRACK CT

City, State, Zip: LAS VEGAS, NV 89178

Phone: 7025776657

Email: LINDSEYLCAR114@AOL.COM

Self-Represented Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

LINDSEY ANTEE

Plaintiff,

vs.

BOBBY ANTEE

Defendant.

CASE NO.: _____

DEPT NO.: _____

**COMPLAINT FOR ANNULMENT OR IN THE ALTERNATIVE FOR DIVORCE
(No Children)**

Plaintiff respectfully states:

1. Jurisdiction. (☒ *check all that apply*)

☒ The parties were married in the State of Nevada on *(date of marriage)*
11/25/2017.

☒ The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint and intends to make Nevada his/her home for an indefinite period of time: *(name of Nevada resident)*
LINDSEY ANTEE. The parties were married on
(date of marriage) 11/25/17 in *(city)* LAS VEGAS,
(state) NEVADA.

2. Reason for Annulment. (☒ *check all that apply*)

- ☐ There is a close enough blood relationship between the parties that the marriage is prohibited by law.
- ☐ Plaintiff was married to someone else on the day of the wedding ceremony.
- ☐ Defendant was married to someone else on the day of the wedding ceremony.
- ☐ Plaintiff was under the age of 18 at the time of the marriage ceremony and did not get the proper consent from the parents, guardians, and/or district court. This Complaint is being filed within one year of Plaintiff reaching 18 years of age, and the parties have not freely cohabited since that time.
- ☒ Plaintiff lacked understanding of his/her actions to the extent that he/she was incapable of agreeing to the marriage because (*explain*) _____
Ms. Licari lost her son and married one week later and was not mentally capable of making such a big decision. Mr. Antee married Ms. Licari for money and committed fraud doing so.
- ☐ Plaintiff was insane at the time of the wedding ceremony and has regained sanity. The parties have not freely cohabited since Plaintiff regained sanity.
- ☐ Plaintiff's consent to the marriage was obtained by fraud because (*describe the fraud*):

Plaintiff has not freely cohabited with the other party since learning of the fraud.

3. Children. There are no minor children in common born to or adopted by the parties.

(☒ *check one*)

- ☒ Neither spouse is pregnant.
- ☐ The following spouse is pregnant: (*name of pregnant spouse*) _____.
The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (*date*): _____.
- ☐ It is unknown whether either spouse is currently pregnant.

4. Name Change. (☒ *check one*)

- ☐ Plaintiff does not request a name change.
- ☒ Plaintiff would like to be restored to his/her former name of (*insert former name you would like to go back to*) Lindsey Licari.

5. Alternate Request for Divorce. (☒ *check one*)

- ☐ Plaintiff does not want to include a claim for divorce as part of this case. (*Skip the remaining sections and sign page 4*)
- ☒ If the Court does not grant an annulment, Plaintiff requests a divorce. The parties are incompatible.

6. Community Property. If a divorce is granted: (☒ *check one*)

- ☐ There is no community property to divide.
- ☐ Any community property has already been divided.
- ☐ I do not know the full extent of the community property.
- ☒ The community property should be divided as follows:

Plaintiff:

1. 9564 Scorpion Track ct Las Vegas, NV 89178
2. \$26000 savings
3. \$8384 Mr. Antee's student loan
4. Restitution as Court sees fit

Defendant:

1. _____
2. _____
3. _____
4. _____

7. Community Debt. If a divorce is granted: (☒ *check one*)

- ☒ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ I do not know the full extent of the community debt.
- ☐ The community debt should be divided as follows (*next page*):

Plaintiff:

1. _____
2. _____
3. _____
4. _____

Defendant:

1. _____
2. _____
3. _____
4. _____

8. Alimony. If a divorce is granted: (☒ *check one*)

☒ No spousal support is requested.

☐ Plaintiff should pay \$_____ per month in spousal support for the next (*number*) _____ years.

☐ Defendant should pay \$_____ per month in spousal support for the next (*number*) _____ years.

9. If Plaintiff is able to hire counsel, attorney's fees and costs are requested.

Plaintiff requests:

1. That the marriage existing between Plaintiff and Defendant be declared null and void and/or dissolved, and that Plaintiff be granted an absolute Decree of Annulment and/or Decree of Divorce, and that each of the parties be restored to the status of a single, unmarried person;
2. That the Court grant the relief requested in this Complaint; and
3. For such other relief as the Court finds to be just and proper.

DATED this (*day*) 21 day of (*month*) October, 2020.

Submitted By: (*your signature*) ▶ /s/ LINDSEY ANTEE
(*print your name*) LINDSEY ANTEE

VERIFICATION

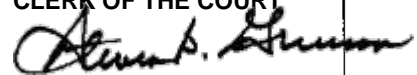
Under penalties of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (*day*) 21 day of (*month*) October, 2020.

Submitted By: (*your signature*) ▶ /s/ LINDSEY ANTEE

(*print your name*) LINDSEY ANTEE



1 NEO

2
3
4
5 **DISTRICT COURT**
6 **CLARK COUNTY, NEVADA**

* * *

7
8 Lindsey Sharron Antee, Plaintiff
9 vs.
10 Bobby Lee Antee, Defendant.

Case No: D-18-573154-D
Department U

11
12 **NOTICE OF ENTRY OF DECISION AND ORDER**

13
14 TO ALL INTERESTED PARTIES:

15 **PLEASE TAKE NOTICE** that a Decision and Order was entered in the
16 above-entitled matter on the April 20, 2021 a true and correct copy of which is
17 attached hereto.
18

19
20 Dated: April 20, 2021

21
22
23 /s/ Suzanna Zavala
24 Suzanna Zavala,
25 Judicial Executive Assistant to the
26 Honorable Dawn R. Throne
27
28

1
2
3 **CERTIFICATE OF SERVICE**
4

5 I hereby certify that on the above file stamp date:

6 ☒ I ESERVE, EMAIL or MAIL a copy of the foregoing NOTICE OF
7 ENTRY OF DECISION AND ORDER to the appropriate attorneys/parties
8

9 to:

10 **Lindsey Sharron Antee**
11 9564 Scorpion Track Court
12 Las Vegas, NV 89178
13 lindseylicari14@aol.com
14 Plaintiff In Proper Person

14 **Garrett R. Chase, Esq.**
15 2470 Saint Rose Pkwy, Suite 201
16 Henderson, NV 89074
17 garrett@shumwayvan.com
18 Attorney for Defendant

18 **Michael C. Van, Esq.**
19 8985 South Eastern Avenue, Suite 100
20 Las Vegas, Nevada 89123
21 michael@shumwayvan.com
22 Attorney for Defendant

23
24 */s/ Suzanna Zavala*
25 Suzanna Zavala,
26 Judicial Executive Assistant to the
27 Honorable Dawn R. Throne
28



1 DECN

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**
6

7
8 LINDSEY SHARRON ANTEE,

CASE NUMBER: D-18-573154-D

9 PLAINTIFF,

DEPARTMENT: U

10 VS.

11 BOBBY LEE ANTEE,

12 DEFENDANT.
13

14
15 **DECISION AND ORDER**
16

17 This matter came on regularly on the Court's chambers calendar for
18 consideration and review of Plaintiff's Motion to Dismiss Due to Fraud on the
19 Court filed March 21, 2021, Plaintiff's Motion for Annulment and Writ of Arrest
20 for Bobby Antee, and Motion for Attorney's Fees and Restitution filed March 25,
21 2021, and Defendant's Opposition to Plaintiff's Motion for Annulment, Writ for
22 Arrest of Bobby Antee, and For Attorney's Fees and Restitution filed April 8,
23 2021. The Court has reviewed the files as deemed necessary and appropriate and
24

1 reviewed the various motions and oppositions. Based on the pleadings and
2 papers on file and the applicable motions and oppositions, the Court enters its
3 Decision and Order.

4
5 Initially, this action was an action for divorce between Plaintiff, LINDSEY
6 SHARRON ANTEE, and Defendant, BOBBY LEE ANTEE. The case involved
7 a short-term marriage that lasted less than one year before the filing of the action
8 for divorce. There are no children. The sole issues remaining are the parties'
9 interests in a residence located at 9564 Scorpion Track Court, Clark County,
10 Nevada purchased during the marriage and Plaintiff's claim regarding
11 reimbursement of certain sums she paid for Defendant's benefit.
12

13 The matter was tried before the District Court. On August 5, 2020, the
14 Judge entered her Decree. The decision of the trial court was promptly appealed
15 to the Nevada Supreme Court. The Supreme Court has assigned this matter to the
16 Nevada Court of Appeals where the matter is pending.

17
18 This brief, general statement of the nature of the proceedings fails to
19 appreciate the vast amount of litigation instituted and pursued by Plaintiff.
20 Plaintiff has been declared to be a vexatious litigant in other, related proceedings.
21 This finding of vexatious litigant has been extended to include the present case.¹
22

23
24 ¹ *Licari v. Bott*, Case No. A-20-820980-C, filed in the Eighth Judicial District Court, State of Nevada. *See, Order*
dated March 5, 2021. Since there is an existing Order in a related case, the Court declines to enter an additional
Order and directs counsel to consider enforcement of the existing Order in Case No. A-20-820980-C.

1 Plaintiff's rambling and incoherent actions present a special burden for this
2 Court in reviewing the various motions. While the Court would like to give this
3 matter complete review, the Judge is faced with looking for some nugget of
4 reason supporting Plaintiff's position or request for relief. Further, the Court is
5 faced with the fact that this matter is pending before the Nevada Appeals Court
6 and must consider the Court's jurisdictional ability to impose a decision not
7 collateral to the Decree on appeal. That Plaintiff is dissatisfied with the Decree is
8 understood but there was a trial conducted and a Decree rendered based upon the
9 evidence. The appeal will address the legal and factual sufficiency of the Decree
10 and at this point the District Court is disinclined to request remand of the Decree
11 to effectuate any change.
12

13
14 The Plaintiff's Motion to Dismiss Due to Fraud on the Court is considered.
15 First, careful reading of the motion fails to demonstrate any coherent theory of
16 law and fact that would allow the Court to dismiss the Complaint Plaintiff filed.
17 Further, it is not clear whether Plaintiff wants the Complaint (her Complaint)
18 dismissed or the have the Decree set aside. The filing of the Notice of Appeal
19 would prevent the latter. Even further, the argument advanced by Plaintiff
20 demonstrates that her fundamental complaint is that she believes the decision of
21 the trial judge was wrong. To this end and without support, she asserts some
22 conspiratorial theory between the judge, opposing counsel, and witnesses. Her
23
24

1 explanation seems to be that the only explanation for the result reached by the
2 trial judge is a gross conspiracy. This Court disagrees. Accordingly, Plaintiff's
3 Motion to Dismiss Due to Fraud is **DENIED**.

4
5 The Court next considers Plaintiff's Motion for Annulment, Writ for Arrest
6 of Bobby Antee, and Motion for Attorney's Fees and Restitution. The Court
7 previously reserved the determination of attorney's fees until the conclusion of
8 the appellate proceedings. *See, Order* entered November 16, 2020. While the
9 November 16, 2020 Order primarily considered Defendant's requests, the Court
10 finds that judicial economy requires that all such requests be deferred until the
11 conclusion of the appellate proceedings. However, it is of note that Plaintiff is
12 not presently represented and attorney's fees requests for the present motions are
13 not warranted.

14
15 Plaintiff's Motion for Annulment is **DENIED**. The trial court has
16 previously entered a Decree of Divorce between the parties. Absent setting aside
17 that Decree, there is no legal or factual basis to assert that annulment is
18 appropriate.

19
20 Plaintiff Motion for Arrest for Bobby Antee is **DENIED**. Plaintiff has
21 simply shown no legal or factual basis upon which this Court can order
22 Defendant arrested. But the request does bring some focus to the Plaintiff's
23 unreasonable conduct. Page 40 of her Motion filed March 25, 2021, makes
24

1 certain requests including assigning a federal prosecutor to this case and
2 disbaring opposing attorneys. These requests are not only unjustified but are
3 extreme and grossly irresponsible.

4 DATED this 20th day of April, 2021.

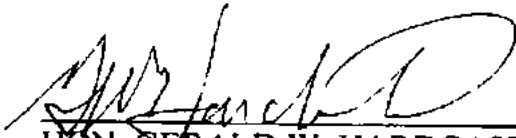
5
6 
7
8 HON. GERALD W. HARDCASTLE
9 SENIOR DISTRICT COURT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Exhibit 6

Case Information

D-18-573154-D | Lindsey Sharron Antee, Plaintiff vs. Bobby Lee Antee, Defendant.

Case Number	Court	Judicial Officer
D-18-573154-D	Department U	Throne, Dawn R.
File Date	Case Type	Case Status
06/26/2018	Divorce - Complaint	Closed

Party

Plaintiff

Antee, Lindsey Sharron

Aliases

NKA Licari, Lindsey

DOB

XX/XX/XXXX

Active Attorneys ▼

Pro Se

Attorney

Jennings, Jared B.
Retained

Defendant

Antee, Bobby Lee

Aliases

AKA Antee, Bobby Dee

DOB

XX/XX/XXXX

Active Attorneys ▼

Attorney

Van, Michael C.
Retained

Attorney

Moulton, Grayson J.
Retained

Lead Attorney

Chase, Garrett R.
Retained

Events and Hearings

06/26/2018 Complaint for Divorce ▼

Comment

[1] Complaint for Divorce (No Children)

06/26/2018 Summons Issued Only ▼

Comment

[2] Summons (Issued Only)

06/26/2018 Request for Issuance of Joint Preliminary Injunction ▼

Comment

[3]

06/26/2018 Summons ▼

Served

11/18/2020

07/20/2018 Notice of Appearance ▼

Comment

[4]

07/23/2018 Answer - Divorce, Annulment, Separate Maintenance ▼

Comment

[5] Defendant's Answer and Counterclaim

08/01/2018 Affidavit of Service ▼

Comment

[6]

09/14/2018 Motion to Withdraw As Counsel ▼

Comment

[7] Motion to Withdraw as Attorney of Record

09/18/2018 Motion ▼

Comment

[8] Motion and Notice of Motion for Orders for Temporary Spousal Support and/or Exclusive Possession

09/18/2018 Financial Disclosure Form ▼

Comment

[9] General Financial Disclosure Form

09/18/2018 Certificate of Service ▼

Comment

[10]

09/18/2018 Certificate of Mailing ▼

Comment

[11]

09/20/2018 Notice of Non Opposition ▼

Comment

[12] Notice of Non-Opposition to Opposing Counsel's Motion to Withdraw

09/25/2018 Reply ▼

Comment

[13] Plaintiff's Reply to Counterclaim

09/25/2018 Certificate of Mailing ▼

Comment

[14]

10/03/2018 Request ▼

Comment

[15] Request for Submission of Motion or Counter-Motion Without Oral Argument EDCR 5.11

10/05/2018 NRCP 16.2 Case Management Conference ▼

Comment

[16] Order for Case Management Conference Domestic

10/10/2018 Request for Issuance of Joint Preliminary Injunction ▼

Comment

[17]

10/15/2018 Family Court Motion Opposition Fee Information Sheet ▼

Comment
[18] Family Court Motion/Opposition Fee Information Sheet (NRS 19.0312)

10/15/2018 Opposition ▼

Comment
[19] Defendant's Opposition to Plaintiff's Request and Countermotion for Attorney's Fees.

10/16/2018 Financial Disclosure Form ▼

Comment
[20] General Financial Disclosure Form

10/18/2018 Opposition ▼

Comment
[22] Plaintiff's Opposition to Defendant's Request and Counterclaim for Attorney Fees.

10/19/2018 Motion ▼

Judicial Officer
Hardcastle, Kathy

Hearing Time
10:00 AM

Result
Matter Heard

Comment
Plaintiff's Motion and Notice of Motion for Orders for Temporary Spousal Support and/or Exclusive Possession

10/19/2018 Case Management Conference ▼

Judicial Officer
Hardcastle, Kathy

Hearing Time
10:00 AM

Result
Matter Heard

10/19/2018 Opposition ▼

Judicial Officer
Hardcastle, Kathy

Hearing Time
10:00 AM

Result
Matter Heard

Comment
Defendant's Opposition To Plaintiff's Request And Countermotion For Attorney's Fees

10/19/2018 Evidentiary Hearing ▼

Judicial Officer
Hardcastle, Kathy

Hearing Time
10:00 AM

Result
Matter Heard

10/19/2018 All Pending Motions ▼

Judicial Officer
Hardcastle, Kathy

Hearing Time
10:00 AM

Result
Matter Heard

Parties Present ▲
Plaintiff: Antee, Lindsey Sharron
Defendant: Antee, Bobby Lee

10/19/2018 Order ▼

Comment
[21]

10/24/2018 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
3:00 AM

Cancel Reason
Vacated - Moot

Comment
Christopher Tilman ESQ, Motion to Withdraw of Record

10/24/2018 Notice of Entry of Order ▼

Comment
[23]

11/21/2018 Request for Issuance of Joint Preliminary Injunction ▼

Comment
[24]

12/17/2018 Case Management Order ▼

Comment
[25] Case Management Order - Domestic

12/18/2018 Order ▼

Comment
[26] Order from the Hearing Held on October 19, 2018

12/19/2018 Complaint ▼

Comment
[27] Complaint for Separate Maintenance (No Children)

01/08/2019 Joint Preliminary Injunction ▼

Comment
[28]

02/08/2019 Affidavit of Service ▼

Comment
[29]

02/14/2019 Pre-trial Memorandum ▼

Comment
[30] Plaintiff's Pretrial Memorandum

03/22/2019 Case Management Order ▼

Comment
[31] Amended Case Management Order - Domestic

03/26/2019 Stipulation and Order ▼

Comment
[32] Stipulation and Order to Continue Trial

03/26/2019 Notice of Entry of Order ▼

Comment
[33]

05/02/2019 Motion to Withdraw As Counsel ▼

Comment

[34] Motion to Withdraw as Attorney of Record

05/02/2019 Notice of Hearing ▼

Comment

[35]

05/02/2019 Notice of Non Opposition ▼

Comment

[36] Notice of Non-Opposition to Opposing Counsel's Motion to Withdraw as Attorney of Record

05/03/2019 Certificate of Mailing ▼

Comment

[37]

05/08/2019 Substitution of Attorney ▼

Comment

[38]

06/11/2019 Stipulation and Order ▼

Comment

[39] Stipulation and Order to Extend Discovery Deadlines and Trial Date (Second Request)

06/11/2019 Notice of Entry of Stipulation and Order ▼

Comment

[40] Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Trial Date

06/12/2019 Case Management Order ▼

Comment

[41] Amended Case Management Order - Domestic

06/19/2019 Motion ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

3:00 AM

Result
Minute Order - No Hearing Held

Comment
Plaintiff's Motion to Withdraw as Attorney of Record

07/08/2019 Order ▼

Comment
[42]

07/12/2019 Notice of Entry of Order ▼

Comment
[43]

09/09/2019 Financial Disclosure Form ▼

Comment
[44] General Financial Disclosure Form

10/14/2019 Financial Disclosure Form ▼

Comment
[45] General Financial Disclosure Form

10/29/2019 Certificate of Service ▼

Comment
[46]

01/08/2020 Motion for Summary Judgment ▼

Comment
[47] Plaintiff's Motion for Partial Summary Judgment [Hearing Requested]

01/09/2020 Notice of Hearing ▼

Comment
[48]

01/14/2020 Order Shortening Time ▼

Comment
[49] Order Shortening Time [Proposed]

01/15/2020 Notice of Entry of Order ▼

Comment
[50] Notice of Entry of Order Shortening Time

01/24/2020 Opposition to Motion ▼

Comment

[52] Defendant's Opposition to Plaintiff's Motion for Partial Summary Judgment

01/28/2020 Pre-trial Memorandum ▼

Comment

[53] Plaintiff's Pre-trial Memorandum

01/28/2020 Pre-trial Memorandum ▼

Comment

[54] Defendant's Pre-trial Memorandum

01/31/2020 Reply ▼

Comment

[55] Plaintiff's Reply in Support of Motion for Partial Summary Judgment

02/06/2020 Minute Order ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

3:15 PM

Result

Minute Order - No Hearing Held

02/07/2020 Non-Jury Trial ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

9:00 AM

Result

Matter Continued

Comment

re: marital residence outstanding issues addressed (Half Day)

Parties Present ▲

Plaintiff: Antee, Lindsey Sharron

Attorney: Jennings, Jared B.

Defendant: Antee, Bobby Lee

Attorney: Moulton, Grayson J.

02/07/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:00 AM

Result
Matter Continued

Comment
Plaintiff's Motion for Partial Summary Judgment

02/07/2020 Opposition ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:00 AM

Result
Matter Continued

Comment
Defendant's Opposition to Plaintiff's Motion for Partial Summary Judgment

02/07/2020 Hearing ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:00 AM

Result
Matter Continued

Comment
Pltf's Reply in Support of Motion for Partial Summary Judgment

02/12/2020 All Pending Motions ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:00 AM

Result
Matter Heard

Parties Present ▲

Plaintiff: Antee, Lindsey Sharron

Attorney: Jennings, Jared B.

Defendant: Antee, Bobby Lee

Attorney: Moulton, Grayson J.

05/22/2020 Minute Order ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:45 AM

Result
Minute Order - No Hearing Held

Comment
Decision from 2/12/20

06/02/2020 Motion ▼

Comment
[56] Plaintiff's Motion for Stay of Execution of Divorce Order Hearing Requested

06/02/2020 Notice of Appeal ▼

Comment
[57]

06/02/2020 Case Appeal Statement ▼

Comment
[58]

06/02/2020 Request Transcript of Proceedings ▼

Comment
[59] Request for Transcripts of Proceedings

06/02/2020 Notice of Appeal ▼

Comment
[60]

06/03/2020 Family Court Motion Opposition Fee Information Sheet ▼

Comment
[61] Motion/Opposition Fee Information Sheet (Unfiled)

06/03/2020 Notice of Hearing ▼

Comment
[62]

06/04/2020 Case Appeal Statement ▼

Comment
[63]

06/04/2020 Case Appeal Statement ▼

Comment
[64]

06/06/2020 Ex Parte Motion ▼

Comment
[65] Ex Parte Motion for an Order Shortening Time

06/08/2020 Minute Order ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:45 AM

Result
Minute Order - No Hearing Held

06/08/2020 Motion for Attorney Fees and Costs ▼

Comment
[66] Defendant's Motion for Attorney Fees and Costs; Hearing Requested

06/09/2020 Motion ▼

Comment
[67] Motion for New Trial and Plaintiff Attorney Fees

06/09/2020 Exhibits ▼

Comment
[68] Motion for New Trial and Plaintiff Attorney Fees - Exhibits

06/10/2020 Notice of Hearing ▼

Comment
[69]

06/10/2020 Request ▼

Comment
[70] Request for Hearing

06/10/2020 Notice of Hearing ▼

Comment
[71]

06/12/2020 Motion to Withdraw As Counsel ▼

Comment
[72] Motion to Withdraw as Attorney of Record and Adjudicate Lien
[Hearing Requested]

06/15/2020 Clerk's Notice of Nonconforming Document ▼

Comment
[73] Clerk's Notice of Nonconforming Document

06/16/2020 Notice of Hearing ▼

Comment
[74]

06/17/2020 Ex Parte Application for Order ▼

Comment
[75] Ex Parte Application for an Order Shortening Time on Motion to
Withdraw as Attorney of Record and Adjudicate Lien

06/17/2020 Ex Parte Application ▼

Comment
[76] Ex Parte Application to Seal File

06/17/2020 Notice of Hearing ▼

Comment
[77]

06/17/2020 Ex Parte Application ▼

Comment
[84] Ex Parte Application to Seal File

06/19/2020 Supplemental Exhibits ▼

Comment
[78] Supplemental Exhibits Part 1

06/19/2020 Supplemental Exhibits ▼

Comment
[79] Supplemental Exhibits Part 2

06/19/2020 Supplemental Exhibits ▼

Comment
[80] Supplemental Exhibits Part 3

06/19/2020 Order Shortening Time ▼

Comment
[81]

06/21/2020 Opposition ▼

Comment
[82] Plaintiff's Opposition to Attorney Fees and Costs

06/22/2020 Clerk's Notice of Nonconforming Document ▼

Comment
[83] Clerk's Notice of Nonconforming Document

06/24/2020 Status Check ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Minute Order - No Hearing Held

Comment
Submission of the decree

06/24/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Minute Order - No Hearing Held

Comment
Plaintiff's Motion to Withdraw as Attorney of Record and Adjudicate Lien

06/24/2020 All Pending Motions ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Minute Order - No Hearing Held

07/07/2020 Ex Parte Application for Order ▼

Comment
[85] Ex Parte Application to Seal File (**Bundle Filing**)

07/07/2020 Ex Parte Motion ▼

Comment
[86] Ex Parte Motion for an Order Shortening Time

07/07/2020 Ex Parte Application ▼

Comment
[87] Ex Parte Application to Seal File

07/08/2020 Clerk's Notice of Nonconforming Document ▼

Comment
[88] Clerk's Notice of Nonconforming Document and Curative Action

07/08/2020 Reply ▼

Comment
[89] Defendant's Reply in Support of His Motion for Attorney Fees and Costs

07/09/2020 Notice of Hearing ▼

Comment
[90]

07/10/2020 Certificate of Mailing ▼

Comment
[91] Certificate of Mailing of Defendant's Reply in Support of His Motion for Attorneys Fees and Costs

07/10/2020 Order Sealing File - Domestic ▼

Comment
[92] Order Sealing File

07/14/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Cancel Reason

Vacated

Comment

Plaintiff s Motion for Stay of Execution of Divorce Order Hearing
Requested

07/21/2020 Supplemental ▼

Comment

[93] Plaintiff's Supplemental Opposition to Defendants Attorney Fees
and Costs & Ajundecation of Lien

07/21/2020 Exhibits ▼

Comment

[94] Plaintiff's Supplemental Opposition to Defendants Attorney Fees
and Costs & Ajundecation of Lien - Exhibit 1

07/21/2020 Exhibits ▼

Comment

[95] Plaintiff's Supplemental Opposition to Defendants Attorney Fees
and Costs & Ajundecation of Lien - Exhibit 2

07/22/2020 NV Supreme Court Clerks Certificate/Judgment - Dismissed ▼

Comment

[96] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment -
Dismissed

07/23/2020 Minute Order ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

11:30 AM

Result

Minute Order - No Hearing Held

07/23/2020 Hearing ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

1:30 PM

Cancel Reason

Vacated

Comment

Ex Parte Application for an Order Shortening Time on Motion to Withdraw
as Attorney of Record and Adjudicate Lien

07/28/2020 Motion ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

9:00 AM

Cancel Reason

Vacated

Comment

Plaintiff's Motion for New Trial and Plaintiff Attorney Fees

07/28/2020 Hearing ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

9:00 AM

Cancel Reason

Vacated

Comment

Request for Hearing

07/28/2020 Motion to Reconsider ▼

Comment

[97] Motion for Reconsideration (No Hearing Requested) and
Plaintiff's Attorney Fees and Costs and Plaintiff's Opposition to
Defendant's Attorney Fees and Costs Reply

07/29/2020 Notice of Hearing ▼

Comment

[98]

08/04/2020 Motion ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

10:00 AM

Result

Matter Continued

Comment
Defendant's Motion for Attorney Fees and Costs

08/04/2020 Opposition & Countermotion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Matter Continued

Comment
Plaintiff's Opposition to Attorney Fees and Costs

08/04/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Matter Continued

Comment
Defendant's Reply in Support of His Motion For Attorney's Fees and Costs

08/04/2020 All Pending Motions ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Matter Heard

Parties Present ▲
Defendant

Attorney: Moulton, Grayson J.

08/04/2020 Motion ▼

Comment
[99] Motion and Notice of Motion for an Order to Enforce and/or for
an Order to Show Cause Regarding Contempt

08/04/2020 Family Court Motion Opposition Fee Information Sheet ▼

Comment
[100] Motion/Opposition Fee Information Sheet

08/04/2020 Ex Parte Application ▼

Comment
[101] Ex Parte Application for an Order to Show Cause

08/04/2020 Certificate of Service ▼

Comment
[102]

08/05/2020 Decree of Divorce ▼

Comment
[103] Findings of Fact, Conclusions of Law and Decree of Divorce

08/05/2020 Motion to Set Aside ▼

Comment
[104] Motion to Set Aside Decree

08/05/2020 Exhibits ▼

Comment
[105] Motion to Set Aside Decree - Exhibits

08/05/2020 Family Court Motion Opposition Fee Information Sheet ▼

Comment
[106] Motion/Opposition Fee Information Sheet

08/05/2020 Notice of Appeal ▼

Comment
[107]

08/05/2020 Case Appeal Statement ▼

Comment
[108]

08/06/2020 Clerk's Notice of Hearing ▼

Comment
[109] Notice of Hearing

08/06/2020 Notice of Hearing ▼

Comment
[110]

08/06/2020 Case Appeal Statement ▼

Comment
[111]

08/06/2020 Clerk's Notice of Nonconforming Document ▼

Comment
[112]

08/06/2020 Motion to Stay ▼

Comment
[113] Plaintiff's Motion for Stay of Execution of Divorce Decree

08/06/2020 Exhibits ▼

Comment
[114] Plaintiff's Motion for Stay of Execution of Divorce Decree - Exhibits

08/07/2020 Clerk's Notice of Nonconforming Document ▼

Comment
[115]

08/09/2020 Exhibits ▼

Comment
[116] Plaintiff's Motion for Stay of Execution of Divorce Decree - Exhibits

08/10/2020 Notice of Hearing ▼

Comment
[117]

08/21/2020 Notice of Entry of Decree ▼

Comment
[118] Notice of Entry of Order / Judgment

08/21/2020 Request Transcript of Proceedings ▼

Comment
[119] Request for Transcripts of Proceedings

08/21/2020 Request Transcript of Proceedings ▼

Comment
[120] Request for Rough Draft Transcripts

08/24/2020 Estimate of Transcript ▼

Comment

[123] Estimated Cost of Transcripts

08/25/2020 Certificate of Mailing ▼

Comment

[121]

08/25/2020 Errata ▼

Comment

[122] Errata Estimated Cost of Transcripts

08/25/2020 Certificate of Mailing ▼

Comment

[124]

08/25/2020 Certificate of Mailing ▼

Comment

[125]

08/27/2020 Clerk's Notice of Nonconforming Document and Curative
Action ▼

Comment

[126]

09/04/2020 Opposition to Motion ▼

Comment

[127] Defendant's Opposition to Plaintiff's Motion for
Reconsideration, Motion for Order to Show Cause, Motion to Set
Aside Decree, Motion for Stay of Execution, Motion for New Trial and
Motion for Attorney's Fees, and Countermotion to Enforce Decree of
Divorce, or in the Alternative, to Modify Decree of Divorce

09/08/2020 Minute Order ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

2:40 PM

Result

Minute Order - No Hearing Held

09/18/2020 Supplement ▼

Comment

[128] Supplement to Defendant's Motion for Attorney Fees and Costs and Opposition to Plaintiff's Motion for Stay of Execution

09/18/2020 Exhibits ▼

Comment

[129] Exhibit List for Supplement to Defendant's Motion for Attorney Fees and Costs and Opposition to Plaintiff's Motion for Stay of Execution

09/19/2020 Reply to Opposition ▼

Comment

[130] Reply to Defendants Supplement for Attorney Fees and Costs and Stay of Execution of Divorce Decree

09/23/2020 Notice of Rescheduling of Hearing ▼

Comment

[131] Notice of Rescheduling of Hearing

09/24/2020 Motion to Dismiss ▼

Comment

[132] Plaintiff's Motion to Dismiss Due to Fraud on the Court

09/24/2020 Exhibits ▼

Comment

[133] Plaintiff's Motion to Dismiss Due to Fraud on the Court - Exhibits

09/25/2020 Notice of Hearing ▼

Comment

[134]

09/28/2020 Ex Parte Application for Order ▼

Comment

[135] Ex Parte Application for an Order Shortening Time

09/29/2020 Transcript of Proceedings ▼

Comment

[136] Transcript of Hearing Held on February 12, 2020

09/29/2020 Transcript of Proceedings ▼

Comment

[137] Transcript of Hearing Held on February 12, 2020

09/29/2020 Certification of Transcripts Notification of Completion ▼

Comment

[146]

09/29/2020 Final Billing of Transcript ▼

Comment

[147] Final Billing of Transcripts

10/15/2020 Ex Parte Motion ▼

Comment

[138] Ex Parte Motion for Continuance (Bundle)

10/15/2020 Ex Parte Motion ▼

Comment

[139] Ex Parte Motion for Continuance

10/15/2020 Exhibits ▼

Comment

[140] Exhibit

10/15/2020 Notice of Entry of Order/Judgment ▼

Comment

[141] Notice of Entry of Order / Judgment

10/16/2020 Clerk's Notice of Nonconforming Document ▼

Comment

[142]

10/19/2020 Motion ▼

Judicial Officer

Hughes, Rena G.

Hearing Time

1:00 PM

Result

Decision Made

Comment

Motion for Reconsideration and Plaintiff's Attorney Fees and Costs and Plaintiff's Opposition to Defendant's Attorney Fees and Costs Reply

10/19/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Decision Made

Comment
Motion and Notice of Motion for an Order to Enforce and or for an Order to Show Cause Regarding Contempt

10/19/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Decision Made

Comment
Plaintiff's Motion for Stay of Execution of Divorce Decree

10/19/2020 Opposition & Countermotion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Decision Made

Comment
Defendant's Opposition to Plaintiff's Motion for Reconsideration, Motion for Order to Show Cause, Motion to Set Aside Decree, Motion for Stay of Execution, Motion for New Trial and Motion for Attorney's Fees, and Countermotion to Enforce Decree of Divorce, or in the Alternative, to Modify Decree of Divorce

10/19/2020 Hearing ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Decision Made

Comment
Plaintiff's Reply to Defendant's Supplement for Attorney Fees and Costs and Stay of Execution of Divorce Decree

10/19/2020 All Pending Motions ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Matter Heard

Parties Present ▲
Plaintiff: Antee, Lindsey Sharron

Defendant: Antee, Bobby Lee

Attorney: Moulton, Grayson J.

10/19/2020 Opposition ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
1:00 PM

Result
Decision Made

Comment
Pltf's Opposition to Attorney Fees and Costs and Pltf's Motion for Attorney Fees and Annulment

10/21/2020 Complaint for Annulment ▼

Comment
[143] Complaint for Annulment or in the Alternative for Divorce (No Children)

10/21/2020 Summons Electronically Issued - Service Pending ▼

Comment
[144] Summons ***Not Issued*** (Blank Document)

10/21/2020 Summons Electronically Issued - Service Pending ▼

Comment
[145] Summons (Electronically Issued)

10/22/2020 Summons ▼

Served
11/18/2020

11/11/2020 Receipt of Copy ▼

Comment
[148]

11/13/2020 Memorandum of Costs and Disbursements ▼

Comment
[149] Defendant's Memorandum of Fees and Costs

11/13/2020 Opposition to Motion ▼

Comment
[150] Plaintiff's Opposition to Attorney Fees and Costs and Plaintiff's Motion for Attorney Fees and Annulment

11/16/2020 Order ▼

Comment
[152] Order from Hearing Held on October 19, 2020

11/16/2020 Notice of Entry of Order ▼

Comment
[153]

11/18/2020 Motion ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
10:00 AM

Result
Minute Order - No Hearing Held

Comment
Plaintiff's Motion to Dismiss Due to Fraud on the Court

11/18/2020 Minute Order ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
12:00 PM

Result
Minute Order - No Hearing Held

11/20/2020 Notice of Appeal ▼

Comment
[154]

11/20/2020 Request Transcript of Proceedings ▼

Comment
[155] Request for Rough Draft Transcripts

11/20/2020 Amended Notice of Appeal ▼

Comment
[156]

11/23/2020 Case Appeal Statement ▼

Comment
[157]

11/24/2020 Motion ▼

Comment
[158] Defendant's Motion for Approval of Sale of Marital Home, to Grant Defendant Exclusive Possession or to Evict Plaintiff, and to have Plaintiff Declared a Vexatious Litigant; Hearing Requested

11/25/2020 Notice of Hearing ▼

Comment
[159]

11/30/2020 Affidavit of Service ▼

Comment
[160]

11/30/2020 Request Transcript of Proceedings ▼

Comment
[161] Request for Rough Draft Transcript

11/30/2020 Request Transcript of Proceedings ▼

Comment
[162] Request for Rough Draft Transcript Amended

12/01/2020 Opposition and Countermotion ▼

Comment
[163] Plaintiff's Opposition to Defendant's Motion for Approval of Sale of Marital Home, to Grant Defendant Exclusive Possession or to Evict Plaintiff, and to have Plaintiff Declared a Vexatious Litigant and Motion to Recuse Rena Hughes and Grayson Moulton and Motion for Annull Marriage Due to Fraud

12/29/2020 Minute Order ▼

Judicial Officer
Hughes, Rena G.

Hearing Time
9:00 AM

Result
Minute Order - No Hearing Held

01/04/2021 Administrative Reassignment - Judicial Officer Change ▼

Comment
Judicial Reassignment to Judge Dee Smart Butler

01/08/2021 Notice of Department Reassignment ▼

Comment
[164]

02/05/2021 Supplement ▼

Comment
[165] Supplement to Defendant's Motion for Approval of Sale of Marital Home, to Grant Defendant Exclusive Possession or to Evict Plaintiff, and to Have Plaintiff Declared a Vexatious Litigant; Hearing Requested

02/08/2021 Motion ▼

Judicial Officer
Throne, Dawn R.

Hearing Time
9:00 AM

Result
Order to Show Cause - To Issue

Comment
Defendant's Motion for Approval of Sale of Marital Home, To Grant Defendant Exclusive Possession or to Evict Plaintiff, and to Have Plaintiff Declared a Vexatious Litigant

02/08/2021 Opposition & Countermotion ▼

Judicial Officer
Throne, Dawn R.

Hearing Time
9:00 AM

Result
Decision Made

Comment

Pltf's Opposition to Deft's Motion for Approval of the Sale of Marital Home to Grant Exclusive Possession or to Evict Pltf., and to Have Pltf. Declared a Vexatious Litigant and Motion to Annul Marriage Due to Fraud

02/08/2021 All Pending Motions ▼

Judicial Officer
Throne, Dawn R.

Hearing Time
9:00 AM

Result
Matter Heard

Parties Present ▲

Defendant: Antee, Bobby Lee

Attorney: Moulton, Grayson J.

02/10/2021 Notice of Appeal ▼

Comment
[166]

02/10/2021 Transcript of Proceedings ▼

Comment
[167] Request for Transcripts

02/16/2021 Case Appeal Statement ▼

Comment
[168]

03/11/2021 Motion to Dismiss ▼

Comment
[169] Plaintiff's Motion to Dismiss Due to Fraud on the Court

03/12/2021 Notice of Hearing ▼

Comment
[170]

03/16/2021 Minute Order ▼

Judicial Officer
Throne, Dawn R.

Hearing Time

2:40 PM

Result

Minute Order - No Hearing Held

03/25/2021 Opposition ▼

Comment

[171] Plaintiff's Opposition to Defendant's Attorney Fees, Label Vextuious, Sale of Home, and Fraud on the Court and Plaintiff's Motion for Anullment and Writ for Arrest for Bobby Antee and Plaintiff's Motion for Attorney Fees and Restitution

03/29/2021 Order to Show Cause ▼

Judicial Officer

Throne, Dawn R.

Hearing Time

1:30 PM

Cancel Reason

Vacated - per Judge

Comment

OSC - why Pltf should be deemed a vexatious litigant and entering a BO with specific wording regarding her behavior towards deft. (stack #2)

04/08/2021 Opposition to Motion ▼

Comment

[172] Defendant's Opposition to Plaintiff's Motion for Annulment, Writ of Arrest for Bobby Antee, and for Attorney's Fees and Restitution

04/15/2021 Reply to Opposition ▼

Comment

[173] Plaintiff's Reply to Defendant's Opposition for Annulment, Writ of Arrest for Bobby Antee, and for Attoorney Fees and Restiution.

04/19/2021 NV Supreme Court Clerks Certificate/Judgment - Dismissed ▼

Comment

[174] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed

04/20/2021 Motion ▼

Judicial Officer

Throne, Dawn R.

Hearing Time

2:00 AM

Cancel Reason

Vacated

Comment

Plaintiff's Motion to Dismiss Due to Fraud on the Court

04/20/2021 Opposition & Countermotion ▼

Judicial Officer

Throne, Dawn R.

Hearing Time

2:00 AM

Cancel Reason

Vacated

Comment

Pltf's Opposition to Deft's Attorney Fees, Label Vexatious, Sale of Home, and Fraud on the Court and Pltf's Motion for Annulment and Writ for Arrest for Bobby Antee and Pltf's Motion for Attorney Fees and Restitution

04/20/2021 Opposition ▼

Judicial Officer

Throne, Dawn R.

Hearing Time

2:00 AM

Cancel Reason

Vacated

Comment

Defendant s Opposition to Plaintiff s Motion for Annulment, Writ for Arrest for Bobby Antee, and for Attorney s Fees and Restitution

04/20/2021 Minute Order ▼

Judicial Officer

Throne, Dawn R.

Hearing Time

11:30 AM

Result

Minute Order - No Hearing Held

04/20/2021 Decision and Order ▼

Comment

[175]

04/20/2021 Notice of Entry ▼

Comment
[176] Notice of Entry of Decision and Order

04/20/2021 Notice of Appeal ▼

Comment
[177]

04/21/2021 Domestic Notice to Statistically Close Case ▼

Comment
[178] Domestic Notice to Statistically Close Case

04/22/2021 Case Appeal Statement ▼

Comment
[179] Case Appeal Statement

05/21/2021 Order to Show Cause ▼

Comment
[180] Order to Show Cause

06/17/2021 Minute Order ▼

Judicial Officer
Bell, Linda Marie

Hearing Time
3:00 AM

Result
Minute Order - No Hearing Held

06/24/2021 Order to Show Cause ▼

Judicial Officer
Bell, Linda Marie

Hearing Time
10:30 AM

Result
Matter Heard

Parties Present ▲
Plaintiff: Antee, Lindsey Sharron

Defendant

Attorney: Chase, Garrett R.

07/08/2021 Status Check ▼

Judicial Officer
Bell, Linda Marie

Hearing Time
10:30 AM

Result
Matter Heard

Comment
Status Check: Decision

07/21/2021 Decision and Order ▼

Comment
[181] Decision and Order

07/22/2021 Status Check ▼

Judicial Officer
Bell, Linda Marie

Hearing Time
10:30 AM

Cancel Reason
Vacated - per Law Clerk

Comment
Status Check: Decision

Financial

Antee, Lindsey Sharron

Total Financial Assessment	\$699.00
Total Payments and Credits	\$699.00

6/26/2018	Transaction	\$299.00
	Assessment	

6/26/2018	Payment	Receipt #	Antee,	(\$299.00)
	(Window)	2018-18345-	Lindsey	
		FAM	Sharron	

12/26/2018	Transaction	\$4.00
	Assessment	

12/26/2018	Payment (Window)	Receipt # 2018-35650- FAM	Antee, Lindsey S	(\$4.00)
2/12/2020	Transaction Assessment			\$2.00
2/12/2020	Payment (Window)	Receipt # 2020-04059- FAM	Antee, Lindsey S	(\$2.00)
6/2/2020	Transaction Assessment			\$24.00
6/2/2020	Efile Payment	Receipt # 2020-29345- CCCLK	Antee, Lindsey S	(\$24.00)
8/5/2020	Transaction Assessment			\$24.00
8/5/2020	Efile Payment	Receipt # 2020-43172- CCCLK	Antee, Lindsey S	(\$24.00)
10/21/2020	Transaction Assessment			\$269.00
10/21/2020	Efile Payment	Receipt # 2020-59581- CCCLK	Antee, Lindsey S	(\$269.00)
11/20/2020	Transaction Assessment			\$24.00
11/20/2020	Efile Payment	Receipt # 2020-66002- CCCLK	Antee, Lindsey S	(\$24.00)
2/10/2021	Transaction Assessment			\$24.00
2/10/2021	Efile Payment	Receipt # 2021-08208- CCCLK	Antee, Lindsey S	(\$24.00)
4/20/2021	Transaction Assessment			\$24.00
4/20/2021	Efile Payment	Receipt # 2021-24198- CCCLK	Antee, Lindsey S	(\$24.00)
10/15/2021	Transaction Assessment			\$5.00
10/15/2021	Online Payment	Receipt # 2021-64177- CCCLK	Lindsey Licari	(\$5.00)
Antee, Bobby Lee Total Financial Assessment				\$221.00

Total Payments and Credits

\$221.00

7/23/2018	Transaction Assessment			\$217.00
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7/23/2018	Efile Payment	Receipt # 2018-48569- CCCLK	Antee, Bobby Lee	(\$217.00)
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2/19/2020	Transaction Assessment			\$4.00
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2/19/2020	Payment (Window)	Receipt # 2020-04639- FAM	Counter Transaction	(\$4.00)
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DISTRICT COURT
CLARK COUNTY, NEVADA

LINDSEY ANTEE, PLAINTIFF.
VS.
BOBBY LEE ANTEE, DEFENDANT.

CASE NO: D-18-581756-S

DEPARTMENT J

AFFIDAVIT OF SERVICE

Submitted by:

Lindsey Antee

**OFFICE OF THE EX-OFFICIO CONSTABLE
LAS VEGAS**

January 2, 2019

LINDSEY ANTEE
9564 SCORPION TRACK CT
LAS VEGAS, NV 89178

In the matter regarding:

Case#: D-18-581756-S

Defendant: BOBBY ANTEE

The paperwork for your Summons was SERVED.

Thank you for the opportunity to assist you with your case. Should you have questions or concerns in the future, please do not hesitate to contact this office.

Sincerely,

Office of the Ex-Officio Constable

By: AP
Office of the Ex-Officio Constable Clerk

301 E. Clark Avenue Suite 100 • Box 552110
Las Vegas, NV 89155-2110
(702) 455-4099 • Fax: (702) 385-2436

EX-OFFICIO CONSTABLE'S OFFICE
301 E. CLARK AVE. #100
LAS VEGAS, NEVADA 89101

CIVIL PROCESS FORM

LVTC #	39184
CASE #	D-18-581756-S
ZIP CODE:	89158
COURT DATE:	12/28/19
SERVICE FEE:	30.00

FOR OFFICE USE ONLY

PLEASE COMPLETE THE FOLLOWING INFORMATION ABOUT THE PERSON OR COMPANY WE ARE SERVING
IF WE ARE TO SERVE A COMPANY OR CORPORATION, PROVIDE THE NAME AND TITLE OF PERSON TO BE SERVED
(I.E. - OWNER NAME, CORPORATE OFFICER, RESIDENT AGENT, ETC.)

NAME OR BUSINESS NAME: Bobby Antee
ADDRESS (WITH APT. or SUITE AND ZIP CODE):
EMPLOYER NAME/ADDRESS: Vdara Hotel 2600 W Harmon Ave LV NV 89158
BEST TIME TO SERVE AT HOME: 8am - 11am After 9pm a.m./p.m. WORK: 12-8 Sun-Thurs a.m./p.m.
PHONE NUMBER OF PERSON TO BE SERVED - HOME: (702) 578 5372 WORK:
DESCRIPTION: RACE: Blk SEX: M AGE: 38 HEIGHT: 6'1" WEIGHT: 190 HAIR: Black EYES: Brown
VEHICLE: YEAR: 2013 MAKE: Ford MODEL: Explorer COLOR: white LIC. PLATE: STATE: NV
OTHER INFORMATION TO HELP US SERVE THE PARTY: He is a Bellman at Vdara

SERVED

PLAINTIFF'S PHONE - DAYS: (702) 577 6657 EVENINGS: 702 577 6657
PLAINTIFF'S NAME AND ADDRESS: Lindsay Antee 9564 Scorpion Trac ct LV NV 89178

DEPUTY SERVICE NOTES

DEPUTY ASSIGNED: HANNAH DATE ASSIGNED: DEC 28 2018

SERVICE ATTEMPT INFORMATION

- DATE: 12-28 TIME: 0840 LOCATION: 3400 S. MD PKWAY.
- DATE: TIME: LOCATION:
- DATE: TIME: LOCATION:

DEPUTY NOTES: ① LEFT CARD / MESSAGE DEFENDANT CALLED BACK,
MET WITH ME. SERVED

1 SUMM

2 Plaintiff's Name: Lindsey Antee
3 Address: 9564 Scorpion Track Ct
Las Vegas, NV 89178
4 Telephone: 702 577 6657

5 Email Address: Lindsey@aydensarmyofangels.org
6 In Proper Person

7 **DISTRICT COURT**
CLARK COUNTY, NEVADA

8 Lindsey Antee
9 Plaintiff,

CASE NO.: D-18-581756-S
DEPT: J

10 vs.

11 Bobby Antee
12 Defendant.

SUMMONS

13
14 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
15 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN**
16 **20 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.**

17 To the Defendant named above:

18 A civil complaint or petition has been filed by the Plaintiff against you for the relief as set
19 forth in that document (see the complaint or petition). The object of this action is: *(check one)*

20 ☐ Divorce.

21 ☐ Annulment.

22 ☒ Legal Separation.

23 ☐ Custody, Paternity, Visitation, and/or Child Support.

24 ☐ Other: _____
25

1 If you intend to defend this lawsuit, within 20 days after this summons is served on you
2 (not counting the day of service), you must:

- 3 1. File with the Clerk of Court, whose address is shown below, a formal written answer to
4 the complaint or petition.
5 2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma*
6 *Pauperis* and request a waiver of the filing fee.
7 3. Serve a copy of your answer upon the Plaintiff whose name and address is shown below.
8

9
10 If you fail to respond, the Plaintiff can request your default. The court can then enter a
11 judgment against you for the relief demanded in the complaint or petition.

12 STEVEN D. GRIERSON
13 CLERK OF COURT

14 By: [Signature] Electronically issued
15 Deputy Clerk Pam Woolery Date 12/20/2018

16 Family Courts and Services Center
17 601 North Pecos Road
18 Las Vegas, Nevada 89155

19 Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

20 Issued on Behalf of Plaintiff:

21 Plaintiff's Name: Lynsey Antea
22 Address: 9564 Scorpion Track Ct
23 City, State, Zip W, NV 89178

24 Information and forms to assist you are available, free of charge, at
25 the Family Law Self-Help Center at the Family Courts and Services
Center, 601 N. Pecos Road, Las Vegas, Nevada, and on the center's
website at www.familylawselfhelpcenter.org.

Steven D. Grierson

CMSM

Your Name: Lindsey Antee
Address: 9564 Scorpion Track Ct
City, State, Zip: LAS VEGAS, NV 89178
Phone: 702 577 6057
Email: lindsey@aydensarmyofangels.org
Self-Represented Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

Lindsey Antee
Plaintiff,

CASE NO.: D-18-581756-S
DEPT: J

vs.

Bobby Antee
Defendant.

COMPLAINT FOR SEPARATE MAINTENANCE (No Children)

Plaintiff (your name) Lindsey Antee, respectfully states:

- 1. Residency.** The following spouse has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint and intends to make Nevada his/her home for an indefinite period of time: (name of Nevada resident) Bobby Antee.
- 2. The parties were married on (date of marriage)** November 25, 2017 in (city) LAS VEGAS, (state) NV.
(☒ check all that apply)
☒ The parties are incompatible, and reconciliation is not possible.
☐ The parties have lived separate and apart for more than one year and there is no possibility of reconciliation.
☒ The Defendant deserted the Plaintiff at least 90 days prior to filing this case and has not returned.

© 2017 Family Law Self-Help Center

Complaint for Separate Maintenance (No Children)

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

3. **Children.** There are no minor children in common born to or adopted by the parties.
(☒ check one)

☒ Neither spouse is pregnant.

☐ The following spouse is pregnant: (name of pregnant spouse) _____.

The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (date): _____.

☐ It is unknown whether either spouse is currently pregnant.

4. **Community Property.** (☒ check one)

☐ There is no community property to divide.

☐ Any community property has already been divided.

☐ I do not know the full extent of the community property.

☒ The community property should be divided as follows:

Property to Plaintiff:

1. 9564 Scorpion Truck at LV NV 89178.
2. Mens wedding Band
3. Brown Dresser
4. half of savings.

Property to Defendant:

1. 90 in TV
2. BBQ Grill
3. 2013 Ford Explorer
4. _____

5. **Community Debt.** (☒ check one)

☒ There is no community debt to divide.

☐ Any community debt has already been divided.

☐ I do not know the full extent of the community debt.

☐ The community debt should be divided as follows (next page):

Debts to Plaintiff:

1. 9564 Scorpion Tracker ct LV NV 89178
2. _____
3. _____
4. _____

Debts to Defendant:

1. 2013 Ford Explorer.
2. _____
3. _____
4. _____

6. Alimony. (☒ check one)

- ☒ No spousal support is requested.
- ☐ Plaintiff should pay \$_____ per month in spousal support for the next (number) _____ years.
- ☐ Defendant should pay \$_____ per month in spousal support for the next (number) _____ years.

7. Name Change. (☒ check one)

- ☐ Plaintiff does not request a name change.
- ☒ Plaintiff would like to be restored to his/her former name of (insert former name you would like to go back to) Lindsey Sharron L. Carr.

8. If Plaintiff is able to hire counsel, attorney's fees and costs are requested.

Plaintiff requests:

1. That Plaintiff be granted an absolute Decree of Separate Maintenance;
2. That the Court grant the relief requested in this Complaint; and
3. For such other relief as the Court finds to be just and proper.

DATED this (day) 21 day of (month) December, 2018.

Submitted By: (your signature) ▶

(print your name)

Lindsey Antee
Lindsey Antee

VERIFICATION

Under penalties of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (day) 21 day of (month) December, 2018.

Submitted By: (your signature) ▶ Lindsey Antea
(print your name) Lindsey Antea

AOS

Your Name: Lindsey Antee

Address: 9564 Scorpion Track Ct

Las Vegas, NV 89178

Telephone: 702 567-6657

Email Address: lindsey@aydensarmyofangels.org

Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Lindsey Antee
Plaintiff,

vs.

Bobby Antee
Defendant.

CASE NO.: D-18-581756-S.

DEPT: 5

AFFIDAVIT OF SERVICE

(this form is to be completed by the person who serves the documents)

I, (name of person who served the documents) HAMMACK P#9572, declare
(complete EVERY SECTION below):

1. I am not a party to or interested in this action and I am over 18 years of age.
2. I was asked to serve legal documents by (name of the party who asked you to serve the documents) LINDSEY ANTEE. (☒ check one)
☐ I know this person because (describe how you know the person, for example, "we work together," "roommates" etc.) _____
☒ I do not know the person above.
3. **What Documents You Served.** I served a copy of the (☒ check all that apply)
☒ Complaint for DIVORCE
☒ Summons
☒ Joint Preliminary Injunction
☐ Other: _____

4. **Who You Served.** I served the (☒ check one)

☒ Plaintiff

☐ Defendant

5. **When You Served.** I personally served the documents on (date you served the documents) (month) DECEMBER (day) 28, 2018 at the hour of (time) 08:40 ☒ a.m. ☐ p.m.

6. **Where You Served.** I personally delivered and left the documents with (☒ check one)

☒ **The Party to the Case.** I served the documents on the party at the location below. (complete the details below)

BOBBY ANTEE
Name of Person Served

3400 SOUTH MARYLAND PARKWAY
Address Where Served

LAS VEGAS, NEVADA 89109
City, State, Zip Code

☐ **A Person Who Lives with the Party.** This is a person of suitable age and discretion who lives with the party. (complete the details below)

Name of Person Served

Address Where Served

City, State, Zip Code

7. I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or another provision of law because I am not engaged in the business of serving legal process within the state of Nevada.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED (month) December (day) 28, 2018

Server's Signature: [Signature]

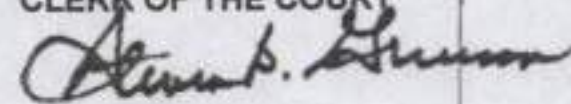
Server's Printed Name: J. HAMMACK PH9572

Residential / Business Address: 301 E CHARK

City, State, Zip: LAS VEGAS, NEVADA 89101

Server's Phone Number: 702-455-4099

Exhibit 7



ORDR
MICHAEL C. VAN, ESQ.
 Nevada Bar No. 3876
GRAYSON J. MOULTON, ESQ.
 Nevada Bar No. 14587
GARRETT R. CHASE, ESQ.
 Nevada Bar No. 14498
SHUMWAY VAN
 8985 South Eastern Avenue, Suite 100
 Las Vegas, Nevada 89123
 Telephone: (702) 478-7770
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 Email: michael@shumwayvan.com
 grayson@shumwayvan.com
 garrett@shumwayvan.com
 Attorneys for Defendant

DISTRICT COURT – FAMILY DIVISION
CLARK COUNTY, NEVADA

LINDSEY SHARRON ANTEE,
 Plaintiff,
 vs.

Case No.: D-18-573154-D
 Dept. No.: J

BOBBY DEE ANTEE,
 Defendant.

Date of Hearing: 8/19/2018
 Time of Hearing: 11:00 a.m.

ORDER FROM HEARING HELD ON OCTOBER 19, 2018

This matter came on for a Hearing on the 19th day of October, 2018, at 10:00 a.m. for Plaintiff's Motion and Notice of Motion for Orders for Temporary Spousal Support And/Or Exclusive Possession, as well as a Case Management Conference as well as Defendant's Opposition to Plaintiff's Request and Countermotion for Attorney's Fees. Defendant BOBBY ANTEE, present and represented by GARRETT R. CHASE, ESQ. of the law firm Shumway Van, and Plaintiff LINDSEY SHARRON ANTEE, present in proper person, the Court having heard the arguments of counsel and the statements of the parties, having reviewed the pleadings and papers on file in this matter, and being fully advised with good cause appearing, finds and orders as follows:

IT IS HEREBY ORDERED that Plaintiff shall have exclusive possession of the Marital Residence located at 9564 Scorpion Track Court, Las Vegas, NV 89178.

IT IS HEREBY ORDERED that Plaintiff shall continue to reside in the Marital Residence.

IT IS HEREBY ORDERED that Plaintiff shall pay the mortgage associated with the marital residence, and that Defendant shall provide Plaintiff with the name of the mortgage company.

IT IS HEREBY ORDERED that Defendant shall pay all utility bills in his name. Upon payment being made, Defendant shall present Plaintiff with a copy of the bills paid, and Plaintiff shall reimburse Defendant for any bills he pays for pending the hearing on March 26, 2019.

IT IS HEREBY ORDERED that Plaintiff shall pay ALL past utility bills. If the past due utility bills are not paid, Plaintiff shall be found in contempt of court.

IT IS HEREBY ORDERED that an evidentiary hearing is scheduled for March 26, 2019 to consider issues surrounding the marital residence.

DATED this 14 day of November, 2018.

Rena G. Hughes
DISTRICT COURT JUDGE

RENA G. HUGHES

Submitted by:

Approved as to form but not content:

SHUMWAY VAN

Michael C. Van
MICHAEL C. VAN, ESQ., #3876
GRAYSON J. MOULTON, ESQ., #14587
GARRETT R. CHASE, ESQ., #14498
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Attorneys for Defendant

Lindsey Sharron Antee
LINDSEY SHARRON ANTEE
9564 Scorpion Track Court
Las Vegas, NV 89178
Plaintiff in Proper Person

Exhibit 8

RE: Please have Chris call me

Kathy Gentry <kathy@christophertilman.com>

Fri 2/1/2019 11:06 AM

To: Lindsey Licari <lindsey@aydensarmyofangels.org>

Cc: crt@christophertilman.com <crt@christophertilman.com>

Lindsey, you filed a legal separation on your own without even asking us if you could do so. That is why they filed a motion. We sent them a nasty letter telling them we could condense the cases together or close the separation case. We are waiting for a reply. Per your instructions, we are gearing up for trial, and that is what we are preparing for. There are no motions to file for you. Again, their motion was in opposition because you filed a new law suit which you should not have done. Chris has had a very heavy Court schedule this week so he has not had time to call you back. I am sorry for that but you must realize you are not our only client. You can obtain new counsel if you choose to do so but we are ready to proceed to trial. Thank you. Kathy

From: Lindsey Licari [mailto:lindsey@aydensarmyofangels.org]

Sent: Friday, February 01, 2019 5:04 AM

To: Kathy Gentry

Subject: Re: Please have Chris call me

When will he return? It looks like he didn't respond on time, I need to know what's going on. Why have you guys filed no motions at all even when I told you Bobby was not complying? Bobby lawyers are filing motions that are not valid, sending me threading letters, I have not seen anything Chris has sent to them. This is a very easy case in which I provided and organized everything, so I am very confused. If you guys can not handle this case please just say so so I can get real help. I shouldn't be going through any of this when I retained counsel. Can i just have an email for Chris?

Lindsey LiCari

President/Founder

Ayden's Army of Angels

www.aydensarmyofangels.org

www.instagram.com/aydensarmyofangelsofficial

On Jan 31, 2019, at 2:37 PM, Kathy Gentry <kathy@christophertilman.com> wrote:

Lindsey, Chris has not been in the office to return your call but your message is on his desk. Thank you

From: Lindsey Licari [mailto:lindsey@aydensarmyofangels.org]

Sent: Thursday, January 31, 2019 1:31 PM

To: Kathy Gentry

Subject: Please have Chris call me

3rd request, if I need to pay for the call to know what's going on that's fine.

Lindsey LiCari

President/Founder

Ayden's Army of Angels

www.aydensarmyofangels.org

www.instagram.com/aydensarmyofangelsofficial

STATE BAR OF NEVADA



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phone 775.329.4100
fax 775.329.0522

www.nvbar.org

January 24, 2020

Lindsey Licari
9564 Scorpion Track Court
Las Vegas, NV 89178

Re: Grievance / Christopher Tilman, Esq.
Reference No. OBC19-1525

Dear Ms. Licari:

The Office of Bar Counsel has considered your grievance to the State Bar of Nevada regarding attorney Christopher Tilman in connection with your divorce case. It has been determined that our office cannot proceed based upon court records and the information received in this matter.

The legal standard of "clear and convincing" evidence, which is required in disciplinary matters, is rigorous and requires that the State Bar show that is substantially more likely than not that misconduct occurred. In this situation, there is not sufficient objective evidence to meet the evidentiary standard and, therefore, we cannot move forward.

Therefore, no further action will be taken in this matter. You can find information regarding our Fee Dispute Arbitration Program through the State Bar's Client Protection Department on our website at <http://www.nvbar.org/FeeDisp/feedispute.htm>.

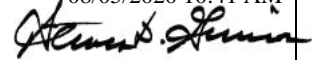
Sincerely,

A handwritten signature in blue ink, appearing to read "PJP", is written over the word "Sincerely,".

Phillip J. Pattee
Assistant Bar Counsel

PJP/bkm

Exhibit 9


CLERK OF THE COURT

1 **DECD**

2
3 **DISTRICT COURT – FAMILY DIVISION**
4 **CLARK COUNTY, NEVADA**

5 **LINDSEY SHARRON ANTEE,**

6 **Plaintiff,**

7 **vs.**

8 **BOBBY DEE ANTEE,**

9 **Defendant.**

Case No.: D-18-573154-D

Dept. No.: J

Date of Hearing: 2/12/2020

Time of Hearing: 9:00 a.m.

10
11
12 **FINDINGS OF FACT, CONCLUSIONS OF**
13 **LAW AND DECREE OF DIVORCE**

14 This matter came on for trial on the 7th day of February, 2020 at
15 9:00 a.m. lasting one half day, and then continuing on the 12th day of
16 February, 2020 at 9:00 a.m., lasting a whole day; Plaintiff LINDSEY
17 ANTEE (“Lindsey”) being present and represented by her counsel
18 JARED B. JENNINGS, ESQ. and LOGAN G. WILLSON, ESQ. of the
19 law firm JENNINGS & FULTON, LTD., and Defendant BOBBY
20 ANTEE (“Bobby”) being present and represented by her counsel
21 GRAYSON J. MOULTON, ESQ. of the law firm SHUMWAY VAN.
22 The Court having heard the evidence presented, including the testimony
23 of witnesses, exhibits, and arguments of counsel, and after taking the
24 matter under advisement, finds and orders as follows.

25 **PROCEDURAL HISTORY**

26 This Court has jurisdiction over the parties and that the parties are
27 entitled to a full and final Decree of Divorce, consistent with the terms
28

1 and conditions contained herein, and that the parties are restored to the
2 status of single, unmarried persons.
3

4 This is a short-term marriage. The parties were married on
5 November 25, 2017 in Las Vegas, Nevada. The parties do not have any
6 minor children and Lindsey is not now pregnant. Lindsey filed her
7 Complaint for Divorce on June 26, 2018, and Bobby filed his Answer
8 and Counterclaim on July 23, 2018.

9 The parties first came before the Court on October 19, 2018 for
10 their Case Management Conference and hearing on Plaintiff's Motion
11 for Orders of Temporary Spousal Support and Exclusive Possession.
12 The Court entered temporary orders including: 1) granting Lindsey
13 exclusive possession of the marital home; 2) ordering Lindsey to pay the
14 mortgage associated with the marital home; 3) ordering Bobby to
15 provide Lindsey with the name of the mortgage company; 4) ordering
16 Bobby to pay all utilities in his name, whereupon payment being made
17 Bobby could present Lindsey with a copy of the bills paid and Lindsey
18 would be required to reimburse him; and 5) ordering Lindsey to pay all
19 past due utility bills. An evidentiary hearing was scheduled for March
20 26, 2019. The Order for this hearing was entered on December 18, 2018.

21 On December 20, 2018, Lindsey filed a Complaint for Separate
22 Maintenance in a separate action, case number D-18-581756-S. On
23 January 10, 2019, Bobby filed a Motion to Dismiss or in the Alternative
24 Motion to Consolidate. A hearing on the Motion was held on February
25 13, 2019. At that hearing, the parties stipulated to grant Bobby's request
26 to dismiss Lindsey's Complaint for Separate Maintenance. The Court
27
28

1 denied Bobby's request for attorney's fees and ordered the trial in the
2 above-titled case to remain as scheduled.

3
4 On March 26, 2019, the parties stipulated to continue trial to a
5 later time. The Court then issued an Amended Case Management Order
6 setting trial for August 2019. On June 11, 2019, the parties again
7 stipulated to extend discovery deadlines and the trial date. A second
8 Amended Case Management Order was issued, setting trial for February
9 7, 2020.

10 On January 8, 2020, Lindsey filed a Motion for Partial Summary
11 Judgment requesting summary judgment as to the amount of money
12 Lindsey could claim as separate property. Lindsey filed a request for
13 Order Shortening Time to allow the matter to be heard concurrently with
14 the scheduled trial on February 7, 2020. The Court granted Lindsey's
15 request. Bobby filed his Opposition to the Motion for Partial Summary
16 Judgment on January 24, 2020. The Court found at the outset of trial that
17 there were material questions of fact, and denied Lindsey's Motion for
18 Partial Summary Judgment.

19 Counsel for Plaintiff was ordered to prepare the Findings of Fact
20 and Conclusions of Law ("FFCL") but withdrew from the case. Counsel
21 for Defendant prepared proposed FFCL from the Court's journal entry.
22 The Court substantially modified the proposed FFCL submitted by
23 Defendant.

24 The majority of issues in dispute for trial stemmed from the
25 purchase of the marital home. Shortly after the marriage of the parties,
26 they purchased a residence. Lindsey did not have a good credit rating as
27 she had not held a paying job in some time, but did have cash on hand

1 from her foundation. Bobby had good credit, but had some debt and
2 little cash on hand.
3

4 **FINDINGS OF FACT & CONCLUSIONS OF LAW**

5 **1. Student Loans**

6 The Court finds Bobby did not commit marital waste by paying
7 the balance on his pre-marriage student loan of \$8,374.03 with funds
8 Lindsey provided and subsequently, Lindsey is not entitled to
9 reimbursement. The Court further finds the parties purchased their
10 home in January 2018 and began the process of looking for a home
11 sometime in November 2017. Both parties were aware the student loans
12 would need to be paid in order for Bobby to qualify for the mortgage
13 necessary to purchase the home. Both parties were achieving their goal
14 of obtaining a community property residence. Lindsey had knowledge
15 that Bobby would need to pay off student loans and agreed to provide
16 the funds necessary. The Court further finds the parties' realtor, Linda
17 Naw, emailed a closing disclosure to the parties. On the closing
18 disclosure admitted as evidence, the payoffs for the student loans were
19 listed.
20

21 The Court further finds that Lindsey did not meet her burden of
22 proof on the claim of marital waste under *Putterman v. Putterman*, 113
23 Nev. 606 (1997). Lindsey presented no evidence of compelling reasons
24 for the Court to find waste such as Bobby hiding, wasting,
25 misappropriating, or otherwise using the funds Lindsey contributed for
26 his own personal interest. It was the lender who required Bobby's
27 student loans to be paid in order to qualify to purchase a community
28

1
2 property asset. Almost all marriages involve some disproportion in
3 contribution or consumption of community property. Such retrospective
4 considerations are not and should not be relevant to community property
5 allocation, and do not present compelling reasons for unequal
6 distribution (hiding, wasting, or misappropriation of community assets)
7 found in *Putterman*.

8 The Court further finds that Lindsey's testimony is not credible
9 when she says that she had no knowledge that Bobby's student loans
10 would need to be paid in order to qualify for the mortgage to purchase
11 the marital residence. The Court further finds over a month before
12 closing, Bobby was aware that he would have to pay his student loans at
13 closing. Bobby and Lindsey discussed this very issue. They were both
14 aware that the lender required Bobby's debts, including student loans,
15 credit cards, and car loans, to be paid off prior to close or at closing.
16 When Bobby ended up paying off certain debts prior to closing, it
17 caused the lender to require an explanation into why he was conducting
18 the transaction ahead of time, rather than at closing. Both parties were
19 frustrated with the lenders requirements throughout the qualification and
20 closing processes, because they did not understand why the lender was
21 requiring explanations of their numerous financial transactions.

22 The Court further finds that the lender required Bobby to pay off
23 the student loans in order to close on the purchase of the marital home.
24 When the loan closed, the parties agreed that Lindsey would be repaid a
25 certain amount in exchange for contributing her separate property funds
26 towards the purchase, as will be described in detail herein.

2. Funds for the Marital Home

The Court finds Lindsey did not intend to gift her sole and separate property to the community when she executed gift letters for the purpose of Bobby qualifying for a mortgage to purchase the marital residence. The Court further finds that both parties intended and agreed that Lindsey would provide the funds for the down payment, escrow deposit, and to pay off certain pre-marriage debts owed by Bobby. Lindsey's sole and separate property funds were exclusively used for the down payment, escrow deposit, Bobby's auto loan payoff, and student loan payoff. All funds are traceable to Lindsey's separate property.

The Court further finds that during the closing process on the purchase of the martial home, that Lindsey signed multiple gift letters. However, the Court finds that the sole purpose for the gift letters was to help Bobby qualify for the mortgage to purchase the marital residence that would serve as community property. While Lindsey did add Bobby to her bank accounts as a joint holder in 2017, she then closed those accounts and opened a new account in her name only. It was from this account that the funds associated with closing were wired. Lindsey evidenced her intent that the funds would not be gifted multiple times. First, Lindsey evidenced her intent not to gift the funds when she attempted to cancel the purchase, even though she was not a party to the contract. Second, Lindsey required Bobby to sign a Letter of Agreement acknowledging the funds were not a gift before she would wire the funds to complete the purchase.

1
2 The Court further finds Lindsey drafted and signed the Letter of
3 Agreement on the date of closing, January 17, 2018. The Letter of
4 Agreement stated in pertinent part:

5 “Lindsey Antee and Bobby Dee Antee are in agreement to
6 the following with regards to: If divorce takes place
7 \$75,000 is returned to Lindsey Antee and the remaining
8 equity will be split 50/50. I am aware of the community
9 property law and upon divorce the property will be sold and
\$75,000 will be returned to Lindsey prior to our 50/50
split.”

10 The Court further finds Lindsey sent this Agreement to Bobby
11 while he waited at the title company to finalize the purchase transaction,
12 and the parties had not discussed this agreement prior to Lindsey
13 sending the same to Bobby that day. Lindsey’s handwritten signature
14 appears on this agreement.

15 The Court further finds that there was a second draft of the Letter
16 of Agreement. Lindsey claims she never saw the second version except
17 through discovery in litigation. This second version does not contain
18 Lindsey’s signature. The second version of the letter agreement contains
19 a different format, but the operative terms only differ slightly. The
20 second version states, in pertinent part:

21 “Lindsey Antee and Bobby Dee Antee are in agreement to
22 the following with regards to: If Divorce takes place
23 \$75,000 is returned to Lindsey Antee and the remaining
24 equity will be split 50/50.”

25 The Court further finds Lindsey’s testimony that she wasn’t aware
26 of the second letter agreement, and hadn’t seen it prior to discovery, is
27 not credible. Lindsey sent a text message to Bobby asking if he was
28

1 going to sign the updated agreement. It is clear that Lindsey knew there
2 were two agreements, but it is unclear which was first, and which was
3 second in time. Even so, Lindsey had knowledge of two letter
4 agreements.

5
6 The Court further finds that the operative terms in common are
7 that, in the event of divorce, Lindsey would receive \$75,000, with the
8 remaining equity divided 50/50. The only operative term not in common
9 is that the home would be sold. In her Complaint, Lindsey requested that
10 the marital residence be awarded solely to her, and that Bobby should
11 repay a loan of \$75,000 to her.

12 The Court further finds that, concerning the common terms that
13 Lindsey would receive \$75,000 from the equity of the home and the
14 remaining equity would be divided 50/50, there was a meeting of the
15 minds and a contract was made. The Court further finds Lindsey
16 communicated to Bobby that she would not wire the funds to close the
17 sale if he did not sign the Letter of Agreement. As a result, the Court
18 finds that Lindsey is entitled to \$75,000 from the equity of the marital
19 residence. The parties will divide the remaining equity 50/50.

20 The Court further finds Lindsey's testimony that she did not know
21 she was wiring funds to close the sale is not credible. First, Lindsey went
22 to a bank by herself and wired funds, utilizing instructions provided by
23 the escrow company. By filling out a wire transfer form at the bank, her
24 actions completed the process necessary for the purchase of the marital
25 home. Second, Lindsey sent a text message to Bobby that she was
26 sending the money, that she would sign a quitclaim deed for the home,
27 and go to heaven to be with her son. Yet, at trial, Lindsey claimed she

1 did not wire the funds. Lindsey asked for a divorce the same day she
2 drafted and signed the letter agreement, and wired the funds to the title
3 company to close the transaction. Lindsey then claims she was shocked
4 a few days later when she saw that funds were transferred from her
5 account. It is difficult to find Lindsey's testimony credible, and this
6 Court does not.

7 **3. Misappropriation of \$26,100.00**

8 The Court finds Lindsey did not meet her burden of proof that the
9 funds she gave to Bobby in the amount of \$26,100 to place into his
10 Goldman Sachs savings account, constituted community waste, or
11 conversion of her sole and separate property. The Court further finds
12 that prior to the parties' marriage, Lindsey gave Bobby \$26,100.00 in
13 cash to deposit into his savings account. This was an account Bobby
14 held before marriage and had a balance of approximately \$13,084.00
15 prior to the deposit of Lindsey's funds.

16 The Court further finds Bobby's wages were regularly deposited
17 into this same account. There was a co-mingling of the parties' pre-
18 marriage, and sole and separate funds once they were combined in
19 Bobby's Goldman Sachs account.

20 The Court further finds Lindsey did not meet her burden of proof
21 that when she gave Bobby the funds to deposit in his existing bank
22 account, she did not intend a gift to the community of her sole and
23 separate funds.

24 The Court further finds Lindsey did not meet her burden of proof
25 that Bobby misappropriated her sole and separate funds for his own use.
26 The managing spouse must keep the community and sole and separate
27

1 property segregated. See, *Todkill v. Todkill*, 85 Nev. 231, 495 P.2d 629
2 (1972). If community and separate property becomes intermingled, it is
3 the managing spouse's burden to prove the separate nature of the
4 property so claimed. See, *Lucini v. Lucini*, 97 Nev. 214, 626 P.2d 270
5 (1981).
6

7 The Court further finds Lindsey was the managing spouse of her
8 own separate funds and provided no evidence that she intended to keep
9 them separate, did not intend to gift them to the community, or that
10 Bobby misappropriated them.

11 The Court further finds the parties' testimony and exhibits
12 admitted into evidence showed that Bobby would transfers funds as
13 needed from his Goldman Sachs account to his Bank of America
14 account in order to pay community expenses. The Court further finds
15 when Lindsey gave money to Bobby, Bobby would place the funds into
16 his Bank of America account, and then transfer the funds to his online-
17 only savings account with Goldman Sachs.

18 Separate property placed into joint tenancy is presumed to be a
19 gift of half interest to the other party, unless the presumption is
20 overcome by clear and convincing evidence. The opinion of either
21 spouse is of no weight; the party who wishes to overcome the
22 presumption must do so by presenting substantial evidence of conduct,
23 expressions or intent at the time of taking, or during the holding of the
24 property. See *Schmanski v. Schmanski*, 115 Nev. 247 (1999) and
25 *Graham v. Graham*, 104 Nev. 473 (1988).

26 The Court further finds Lindsey failed to meet her burden of proof
27 that the giving of the funds to Bobby to deposit to his account, did not
28

1
2 constitute a gift. Lindsey agreed to co-mingle her funds with Bobby's
3 funds already in the account, and to use these combined funds for their
4 use and benefit. It was the parties' intent to co-mingle these funds as
5 joint savings, to be maintained as a community asset.

6 The Court further finds that the parties regularly used Bobby's
7 American Express credit card for multiple purchases and entertainment
8 expenses. Bobby would then pay off his credit card from the co-mingled
9 funds. NRS 123.170 is clear that either spouse may, without the consent
10 of the other spouse, convey, charge, encumber, or otherwise dispose of
11 his or her separate property. Bobby did not commit waste or
12 misappropriate the funds for his own benefit as the charges to his card
13 were community in nature.

14 **4. Fraud in the Purchase of the Marital Home**

15 The Court further finds Lindsey did not meet her burden of proof
16 by clear and convincing evidence that Bobby committed fraud against
17 Lindsey by having the marital home placed solely into his name at the
18 time of purchase. In order to demonstrate fraud, Lindsey was required to
19 prove by clear and convincing evidence that 1) Bobby made a false
20 representation or misrepresentations as to a past or existing fact; 2) that
21 Bobby had knowledge or belief that such representation was false or that
22 he lacked a sufficient basis of information to make the representation; 3)
23 that Bobby intended to induce Lindsey to act in reliance upon the
24 representation; 4) that Lindsey justifiably relied upon the representation;
25 and 5) that Lindsey's reliance upon Bobby's representations was the
26 cause of some damages. *See J.A. Jones Constr. Co. v. Lehrer McGovern*
27 *Bovis, Inc.*, 120 Nev. 277, 290-91 (2004).

1
2 This Court further finds Lindsey failed to meet her burden of
3 proof of fraud. Bobby did not commit fraud upon Lindsey when he
4 purchased the martial home in his name alone. The Grant, Bargain, and
5 Sale deed Lindsey signed at the closing transaction was required by the
6 lender in order to vest title in Bobby's name, as Bobby was the only one
7 appearing on the mortgage. Lindsey claims she did not sign the deed, but
8 her testimony is not credible. The Grant, Bargain, and Sale Deed was
9 signed by Lindsey and stamped by a notary. Lindsey has since sued the
10 notary (Nikki Bott) and the realtor (Linda Naw) involved in the
11 transaction.

12 The Court further finds it was the intent of the parties that title
13 would vest in both Bobby and Lindsey's names after the transaction
14 closed, because the marital home would be a community asset. The
15 Court further finds Bobby never intended to exclude Lindsey from
16 ownership in the home, and that he always considered it their home. The
17 Court finds his testimony credible.

18 The Court further finds the title was never changed to list
19 Lindsey's name due to the serious marital discord that existed from the
20 time the transaction closed, in large part due to Lindsey's distrust over
21 how the transaction was conducted, although there was nothing illicit or
22 fraudulent that occurred in the transaction. The terms of the transaction
23 were not dictated by Bobby, but by the lender and the title company.
24 However, Lindsey continues to blame Bobby and the realtor.

25 The Court further finds that Bobby made no material
26 misrepresentations to Lindsey to obtain her signature on the deed. The
27 lender required the deed in order to keep title to the property clear and to
28

1
2 avoid any community property or spousal claim of interest. However, as
3 between the parties, they agreed it was community property. The single
4 fact that Bobby did not execute a deed to convey a written community
5 property interest to Lindsey was not fraud. Bobby always acknowledged
6 that Lindsey owned an equal interest in the home.

7 **5. 2017 Joint Federal Tax Return**

8 The Court further finds both parties offered testimony concerning
9 issues stemming from the joint tax return they filed for the year 2017.
10 Lindsey provided evidence that \$1,300.00 was garnished from the
11 parties' tax refund due to Bobby's past-due child support obligations.
12 Bobby provided evidence that Lindsey under-reported her income in
13 2017 which resulted in an IRS tax obligation of \$10,170.00, levied
14 against the parties jointly in 2019.

15 The Court further finds that Lindsey did not agree to pay Bobby's
16 pre-marital child support obligation from the community funds they
17 were to receive through their tax refund. As a result, Bobby owes
18 Lindsey reimbursement for 100% of the funds taken or \$1,300.00.

19 The Court finds that Lindsey under-reported her income for the
20 year 2017. As a result, the IRS tax debt in the amount of \$10,170.00
21 shall belong to Lindsey as her sole and separate obligation, and
22 reimburse Bobby.

23 **6. Reimbursements**

24 The Court finds at the Case Management Conference on October
25 19, 2018, this Court ordered Lindsey to reimburse Bobby for any and all
26 utilities he paid while she had exclusive possession of the marital home.
27 At trial, the parties provided evidence that Lindsey had been the sole
28

1 occupant of the marital home since Bobby moved out in June 2018.
2 From July 2018 on, Lindsey was the only party living in the home.
3 Bobby requested reimbursement for all expenses he covered for the
4 marital home while Lindsey lived there exclusively. Additionally,
5 Bobby requested reimbursement from Lindsey for a July 2018 charge on
6 his Bank of America credit card to her non-profit, "Ayden's Army."
7

8 This Court further finds that Lindsey shall be solely responsible
9 for the expenses for the marital residence while she lived there
10 exclusively. Additionally, Lindsey shall reimburse Bobby all mortgage
11 payments, HOA fees, and utilities he paid after October 2018, pursuant
12 to the Court order at that time. Bobby shall be reimbursed from
13 Lindsey's share of the equity proceeds of sale of the marital residence,
14 after she receives her initial \$75,000.00.

15 This Court further finds that the charge Lindsey made on Bobby's
16 credit card to "Ayden's Army" was not spent for the community, but
17 was a contribution to her separate property foundation, for which she
18 should reimburse Bobby. Bobby shall be reimbursed from Lindsey's
19 share of the equity proceeds of sale of the marital residence, after she
20 receives her initial \$75,000.00. The Court shall retain jurisdiction to
21 determine the distribution of the sale proceeds in accordance with this
22 order.

23 **7. Damages to the Marital Home and Lindsey's personal**
24 **property**

25 At trial, Lindsey claimed Bobby caused damage to her personal
26 property when he removed his items from storage, and to the marital
27 residence when he moved out.

1
2 This Court finds that Lindsey provided insufficient evidence at
3 trial of these damages, so this claim must be denied for failure to meet
4 her burden of proof.

5 **8. Health Insurance**

6 At trial, Lindsey claimed that she was owed reimbursement for
7 medical expenses incurred as a result of Bobby removing her from his
8 health insurance.

9 This Court finds that Lindsey provided insufficient evidence at
10 trial of these expenses, so this claim must be denied for failure to meet
11 her burden of proof.

12 **9. Pre-Marital Debts**

13 At trial, Lindsey sought reimbursement from Bobby for a fee
14 associated with breaking her lease agreement for an apartment she
15 rented prior to marriage.

16 This Court finds that this debt was Lindsey's sole and separate
17 debt, and she shall be solely responsible for this obligation.

18 **10. Attorney's Fees and Costs**

19 At trial, both parties requested attorney's fees and costs from the
20 other under various claims at law. This Court finds that each party may
21 file a Motion for Attorney's Fees and Costs within thirty (30) days of
22 this decision and the Court will determine the matter on the papers, in
23 chambers.

24 **DECISION**

25 **IT IS THEREFORE ORDERED, ADJUDGED AND**
26 **DECREEED** that the parties are granted a full and final Decree of
27 Divorce and returned to the status of single, unmarried persons.

1
2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
3 that neither party is entitled to receive, nor shall receive, alimony from
4 the other. Neither party put on evidence of financial need, nor requested
5 alimony.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
7 that the marital residence located at 9564 Scorpion Track Court, Las
8 Vegas, NV 89178 shall be listed for sale. Within ten (10) days of this
9 Decree, Lindsey shall provide the names of three (3) realtors to Bobby.
10 Bobby shall then have ten (10) days to select a realtor from the three (3)
11 names provided. The parties shall sign a listing agreement with the
12 realtor within ten (10) days of Bobby's selection. Both parties must
13 approve any contract to sell.

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
15 that, until such time as the property is sold, Lindsey shall continue to
16 have exclusive possession of the martial residence and shall be solely
17 responsible for the mortgage, HOA, utilities, and expenses associated
18 with the martial residence.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
20 that from the proceeds of the sale of the marital home, Lindsey shall
21 receive from the net sale proceeds the contracted amount of \$75,000.00.
22 The remaining equity shall be disbursed from escrow and divided
23 equally between the parties, less the listed reimbursements to follow.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
25 that from Lindsey's share of the equity, after she receives the first
26 \$75,000, the proceeds shall be allocated equally, and from Lindsey's
27 share, Bobby shall receive the following reimbursements:

- Mortgage payments from July-October 2018: \$4,828.96;
- Republic Services payments: \$292.15;
- Homeowners' Association payments: \$451.00;
- Charge for Ayden's Army: \$541.25;

In sum, Bobby shall receive a total reimbursement of \$6,113.36. These funds shall come from Lindsey's share of the equity after receipt of the contracted \$75,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bobby shall reimburse Lindsey a total of \$1,300.00 for funds garnished from the parties' joint tax filing in 2017. Bobby shall pay Lindsey from his share of the marital home sale proceeds.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lindsey shall be solely responsible for the IRS debt associated with the parties' joint tax filing in 2017, totaling \$10,170.00, and shall hold Bobby harmless for the same. Lindsey shall pay Bobby from her share of the marital home sale proceeds.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lindsey shall be solely responsible for the costs associated with breaking her lease agreement, entered into before marriage, and shall hold Bobby harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall retain his or her own personal property acquired prior to the marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that an A/B list shall be drafted by Bobby within ten (10) days of this Decree of Divorce. Lindsey shall then have ten (10) days to choose A or

1
2 B, as a division of the parties' personal property acquired during the
3 marriage.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
5 that the Court will maintain jurisdiction over all matters regarding
6 property to settle disputes.

7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
8 that each party may file a Motion for Attorney's Fees and Costs within
9 thirty (30) days of this decision and the Court will determine the matter
10 in chambers.

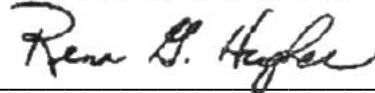
11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
12 that Lindsey shall have her former name, Licari, restored to her if she so
13 chooses.

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
15 that each party shall execute any and all legal documents, certificates of
16 title, bills of sale, deeds or other evidence of transfer necessary to
17 effectuate this Decree within five (5) days of being presented with such
18 transfer documentation. Should either party fail to execute any of said
19 documents to transfer interest to the other, then it is agreed that this
20 Decree shall constitute a full transfer of the interest of one to the other,
21 as herein provided, and it is further agreed that pursuant to NRCp 70, the
22 Clerk of the Court, shall be deemed to have hereby been appointed and
23 empowered to sign, on behalf of the non-signing party, any of the said
24 documents of transfer which have not been executed by the party
25 otherwise responsible for such.

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**
27 that if any claim, action or proceeding is brought seeking to hold the one
28

1 of the parties hereto liable on account of any debt, obligation, liability,
2 act or omission assumed by the other party, the responsible party shall,
3 at his or her sole expense, defend and hold harmless the innocent party.
4

5
6
7 Dated this 5th day of August, 2020

8 

9

DISTRICT COURT JUDGE

10 EE8 985 8466 D051

11 Rena G. Hughes

12 District Court Judge
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Lindsey Sharron Antee, Plaintiff CASE NO: D-18-573154-D
7 vs. DEPT. NO. Department J
8 Bobby Lee Antee, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Decree of Divorce was served via the court's electronic eFile system to
13 all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/5/2020

15 Grayson Moulton	grayson@shumwayvan.com
16 Paula Lamprea	paulal@shumwayvan.com
17 Marina Scott	marinas@shumwayvan.com
18 Lindsey Licari	lindsey@aydensarmyofangels.org
19 Bobby Antee	bobbyantee@gmail.com

20
21
22
23
24
25
26
27
28

Exhibit 10



July 7, 2020

Clarisa Nail
Surety Claims Specialist I

P.O. Box 34526
Seattle, WA 98124-1670
Clarisa.Nail@LibertyMutual.com
Phone: 206-664-9468
Fax: 866-442-4060

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

CN

cc: Nikki Sikalis
LMS Dallas - via Email



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0676127

FILED

That we Nikki Sikalis
of 54 Precipice Ct Henderson, NV 89002

NOV 19 2014

Diana Alba
CLERK

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by those presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark, State of Nevada, for a term commencing December 9, 2014 and ending December 9, 2018.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no effect, otherwise to remain in full force and effect.

Signed and dated this 7th day of November, AD 2014.



Countersigned:

Eileen Lawson
Eileen Lawson Nevada Resident Agent

By: *Nikki Sikalis*
Principal

RLI Insurance Company
By: *Roy C. Die*
Roy C. Die Vice President

The foregoing bond is hereby approved this _____ day of _____.

Diana Alba, County Clerk
11/19/2014 12:49:51 PM



Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATH

STATE OF NEVADA Clark } ss
County of _____

I, Nikki Sikalis, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 17th day of November, 2014

Nikki Sikalis
Principal

Melanie Treanor
County Clerk **NOTARY**

Deputy N2700504 SUBS-50,30

RECEIVED

NOV 19 2014

COUNTY CLERK

MELANIE TREANOR
Notary Public, State of Nevada
Appointment No. 12-6757-1
My Appt. Expires December 30, 2015

Batch 1158839

RLI

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0362268**FILED**That we Melanie Treanor2012 JAN -4 A D 16of 46 Precinct Court Henderson, NV 89002

Diana Alba
CLERK

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark, State of Nevada, for a term commencing December 30, 2011 and ending December 30, 2015.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no effect, otherwise to remain in full force and effect.

Signed and dated this 30th day of December, AD 2011.

Countersigned:

Tiffany Coronado
Tiffany Coronado Nevada Resident Agent

Melanie Treanor
Principal
By: *Melanie Treanor*

RLI Insurance Company

By: *Roy C. Die*
Roy C. Die Vice President

The foregoing bond is hereby approved this _____ day of _____

Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATH

STATE OF NEVADA CLARK } ss
County of _____

I, Melanie Treanor, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 4th day of January, 2012

Melanie Treanor
Principal

RECEIVED

JAN 04 2012

COUNTY CLERK

Diana Alba, County Clerk
01/04/2012 10:10:45 AM

**DIANA ALBA, COUNTY CLERK**

Christine Mason
Deputy
CHRISTINE MASON

N2700504-50.30

Exhibit 11

CINCINNATI OH 45999-0059

In reply refer to: 0297884155
Oct. 19, 2020 LTR 3657C 0
530-88-1242 201712 30 c
00013543
BODC: WI

BOBBY D ANTEE
9564 SCORPION TRACK CT
LAS VEGAS NV 89178-6247



018554

Social security number: 530-88-1242

Form: 8857

Tax years: 2017

Contact person: Ms. Noble
Employee identification number: 1003096388
Contact telephone number: 855-851-2009
Fax: 855-233-8558

Dear Taxpayer:

This is a copy of a letter we sent to the taxpayer named above. We are sending it to you because you filed a joint return with that taxpayer for the tax period shown.

We received your Form 8857, Request for Innocent Spouse Relief. You don't meet the basic eligibility requirements.

Our records show no amount is currently owed and no additional assessments for tax years 2017.

In the future, if you're contacted regarding any changes to your return that'll result in a balance due, you can re-file Form 8857, Request for Innocent Spouse Relief, at that time.

The amount listed on your CP2000 is a proposed amount due. This amount has not actually been assessed and billed to your account. Once the balance is assessed, you may re-file the Form 8857.

You can do the following to get additional information:

- Review Publication 971, Innocent Spouse Relief, for more information about filing an innocent spouse claim.
- You can get the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).
- Contact us at the phone number shown on the first page of this letter between 7:30 a.m. and 3:30 p.m. EST, Mon - Fri., or

[All Inboxes](#)

214 Messages



Then you shouldn't have either but again the goal...

Lindsey Licari

7/1/18



I'm not famous and I'm not rich, you paid your deb...

Found in Important Mailbox

 **Bobby Antee**

7/1/18



Re:

[Details](#)

To: Lindsey Licari

Doesn't matter and I didnt know. I'm a first time buyer. I signed maybe 30 papers that day. You didnt want to come to the title company by your own choice u could have been right there next to me as we were going to become home owners. We we we. Not me! U have rights to everything u are my wife and I wouldn't let u lose on anything anyhow. U knew our game plan was to sell and upgrade I'm a year or so.

[See More](#) **Bobby Antee**

7/1/18



I could have called the cops on u and had u arrest...

Found in Gmail Sent Mailbox



[All Inboxes](#)

214 Messages

**Lindsey Licari**

7/1/18



U have failed me in so many ways I have nothing el...

Found in Important Mailbox

 **Bobby Antee**

7/1/18



Re:

[Details](#)

To: Lindsey Licari

I didnt know u weren't on any deed. I was told u could have went in and signed that later down the road. U keep talking deed. I wanted u on the loan with ownership as I was. This was meant for a future family. And again I didnt know u not on any deed and it doesn't matter your gonna get what u would have gotten deed or no deed.

[See More](#)**Lindsey Licari**

7/1/18



Then you shouldn't have either but again the goal...

Lindsey Licari

7/1/18



I'm not famous and I'm not rich, you paid your deb...



Exhibit 12



BARBARA K. CEGAUSKE
Secretary of State
101 North Carson Street, Suite 3
Carson City, Nevada 89701-3714
(775) 684-5708
Website: www.nvsos.gov

Application for Appointment as a Notary Public

☒ Resident
☐ Non-Resident
☒ Renewal

ABOVE SPACE IS FOR OFFICE USE ONLY

Signature Instructions: . Include your full last name and your original signature. Use this signature on all notarial acts.

I enclose the payment in the amount of \$35.00 payable to the Secretary of State. I understand this fee is a non-refundable processing fee. I declare under penalty of perjury that information provided on this form is true and correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Applicant Signature

Nikki Sikalis

Print your name exactly as you want your name to appear on the appointment

1. Legal Name of Applicant:

PERSONAL INFORMATION

First: Nikki Middle: Last: Sikalis Suffix:

2. Mailing Address in Nevada*: If P.O. Box, section 3 **MUST** be completed

Street Address or P.O. Box: 8915 S. Pecos Rd. Suite 20A City: Henderson Nevada: 89074 Zip Code:

*NOTE: If mailing address is the employer address, section 10 **MUST** be completed.

3. Residence Address:

Street Address: 54 Precipice Ct. City: Henderson State: NV Zip Code: 89008

4. Daytime Telephone: (Include Area Code) 702-331-6900 ☒ Work ☐ Home ☐ Cell

5. Date of Birth: 03/27/1974 (mm/dd/yyyy)

6. Mother's Maiden Name: Sutherland

7. Email Address: nikki.bott@stewart.com

8. Non-Resident State: (if applicable)

GENERAL INFORMATION

9. Is this a requirement of your employment? Yes - provide employer information in section 10. Yes ☒ No ☐

10. Employer Name: Stewart Title Company Telephone: (Include Area Code) 702

Street Address or P.O. Box: 8915 S. Pecos Rd. Suite 20A City: Henderson Nevada: 89074 Zip Code:

11. County where Bond is filed pursuant to NRS 240.030(1)d: Clark County

The above county is: ☒ a) County of residence ☐ b) County of employment of non-resident*

*Non-resident applicants must submit appropriate affidavits with this form

QUALIFYING QUESTIONS

12. Are you a United States Citizen? Yes - go to question 14 No - **MUST** complete question 13 Yes ☒ No ☐

13. If not a U.S. Citizen, are you lawfully admitted for permanent residence?

Yes - complete document verification request and submit with application

Alien Registration Number:

Yes ☐ No ☐

14. Have you ever had an appointment as a notary public revoked or suspended in this state or any other state or territory of the U.S.? Yes ☐ No ☒

15. Have you ever been convicted of a crime of moral turpitude?

Yes - documentation proving that your civil rights have been restored **MUST** be attached or your application will be rejected

Yes ☐ No ☒

16. Have you ever been a Nevada Notary?

Yes - complete a) and b)

a) Notary Number: 99-51306-1

b) Expiration Date: 12/9/18

Yes ☒ No ☐

17. Have you enrolled in and successfully completed the MANDATORY Notary Training online course of study pursuant to NRS 240.018? Yes - complete a), b) and **attach evidence of class attendance**

a) Class Date: 10/10/2018 (mm/dd/yyyy)

b) Class Time: 11:55am

Yes ☒ No ☐

12-9-18
220-1211810227



Office of the County Clerk

Lynn Marie Goya
County Clerk
Commissioner of Civil Marriages

Jim Pierce
Assistant County Clerk

FILING NOTICE

State of Nevada }
County of Clark } SS:

Pursuant to the requirements of NRS 240.030, I do hereby certify to the Secretary of State that

NIKKI SIKALIS

has filed the following documents in the Office of the County Clerk in order to obtain an appointment
as a **Notary Public** in and for the State of Nevada:



Oath of Office taken on: November 14, 2018

Bond, if required. Effective date: December 09, 2018

In witness whereof I have hereunto set my hand this 16th day of November, 2018

LYNN MARIE GOYA
COUNTY CLERK

BY: 
Amy Huff

Deputy County Clerk

Ex-Officio Clerk of:

Board of County Commissioners - Clark County Board of Equalization
Clark County Liquor and Gaming Board- Mt. Charleston Fire Protection District
Clark County Water Reclamation District Board of Trustees- Clark County Debt Management Commission




~~Wednesday, June 3, 2020 11:01 PM~~**VIOLATIONS HISTORY****Notary Public Name:****NIKKI SIKALIS****VIOLATIONS HISTORY DETAILS**

Action ID	Action Date	Source	Action	Action Reason	Due Date	Fine	Comment	UserID
	04/03/2019	N/A	Violation	Journal not in compliance,		\$250.00	NO JOURNAL ENTRY, EDP; 4-16-19 PD IN FULL, EDP	EDellaPi

Page 1 of 1, records 1 to 1 of 1

[Back](#)[Return to Search](#)

~~Wednesday, June 3, 2020 11:41 AM~~**PAYMENT HISTORY****NIKKI SIKALIS****Notary Public Name:****99-51306-1****Commission:****PAYMENT HISTORY DETAILS**

Transaction Date	Work Order Number	Payment Method	Amount	UserID	Notes
04/17/2019	ON20190417-0023 (/WorkOrderSearch/WorkOrderDetails? workOrderNumber=ON20190417- 0023)		\$45.00	Nikki Sikalis	

Page 1 of 1, records 1 to 1 of 1

[Back](#)[Return to Search](#)

Notary
Record

Wednesday, June 3, 2020 ~~10:10 AM~~

NOTARY PUBLIC SEARCH**NOTARY COMMISSION PROFILE**☐ CAP☐ PUBLIC INFORMATION☐ **PASSED BACKGROUND CHECK**

Notary Public Name:

NIKKI SIKALIS

Commission:

99-51306-1

Email Address:

NIKKI.BOTT@STEWART.COM

Alien Registration Number:

Notary Public Legal Name:

Non-Resident State:

☒ Home Phone: (702) 293-0005☒ Work: (702) 331-6900☒ Cell: (702) 373-9713**CURRENT APPOINTMENT INFORMATION**

County:

Clark County

Bond Effective Date:

12/09/2018

Commission Expiration Date:

12/09/2022

ADDRESS INFORMATION ☐ NON-RESIDENT

Residence Address:

54 PRECIPICE CT, HENDERSON, NV 89002

Employer Name:

STEWART TITLE COMPANY

GENUITY2APP 10.128.248.200

Mailing Address:

8915 S PECOS RD STE 20A, HENDERSON, NV 89074

Employer Address:

8915 S PECOS RD STE 20A, HENDERSON, NV 89074

Phone:

(702) 331-6900

NOTARY STATUS

Notary Status:

Active

eNotary Status:

Unresolved Violation : ☒

PERSONAL

Date of Birth:

03/27/1974

Mother's Maiden Name:

SUTHERLAND

United States Citizen? ☒ Permanent Resident? ☐Notary appointment revocation/suspension in any state? ☐

SIGNATURE

Signature Type

Entry Date

View Signature

No records to view.

ELECTRONIC NOTARY INFORMATION

eNotary Designation:

eNotary Registration Start Date:

eNotary Service Provider:

eNotary Registration Expiration Date:

PREVIOUS COMMISSION HISTORY

Commission No	Notary Public Name	Reason Code	Commission Start Date	Expiration Date	Name Change Date
99-51306-1	NIKKI SIKALIS	Renewal	12/09/2018	12/09/2022	
99-51306-1	NIKKI SIKALIS	Renewal	12/09/2014	12/09/2018	
99-51306-1	BOTT, NIKKI	Name Change	12/09/2010	12/09/2014	04/10/2012
99-51306-1	BOTT, NIKKI	Active	12/09/2010	12/09/2014	
99-51306-1	NIKKI SIKALIS	No Restored Rights	12/09/2006	12/09/2010	

< Previous

...

1

2

...

Next >

Page 1 of 2, records 1 to 5 of 10

Go to Page

PREVIOUS ENOTARY HISTORY

Commission No	Notary Designation	Commission Start Date	Expiration Date	Type Change Date
---------------	--------------------	-----------------------	-----------------	------------------

No records to view.

Correspondence History

Filing History

Violation History

Payment History

Note History

Back

Back to Notary Search

1-15-19

Notary's Name: NIKKI SIKALIS

Date Closed: _____

Paid Fine: _____

Address: _____

Suspended: _____

Revoked: _____

Notary's Appointment Number: 99-51306-1

Notary's Appointment Date: 12-9-18

Violation: ALLEGED FORGED QUIT CLAIM DEED
COMPLAINANT LINDSEY L. CARI

Action Taken:

- (1) 1-15-18 RCD COMPLAINT FROM LINDSEY L. CARI
CONTACTED HER TO EMAIL COMPLAINT LETTER
- (2) _____
- (3) 1-17 SENT JOURNAL REQUEST FED EX
- (4) DELIVERED 1/18
- (5) 31218 LEFT MESSAGE WITH NIKKI

Notes: COMPLAINT TURNED OVER TO NOTARY FROM
SANDY IN COMPLIANCE

Supervisor - Norma Spaeth - 702-873-7020
43 VIOLATION LETTER SENT

lake
mead
branch

Conclusion: 41619 PD IN FULL - CLOSING LETTER EMAILED

3-15-19 TALKED TO NORMA - NO JOURNAL
ENTRY - SENDING LETTER. RCD LETTER FROM
BSI

3-15-19 RCD LETTER FROM NIKKI WITH
EXPLANATION

3-27-19 CONTACTED COMPLAINT AND TOLD HER
WE WERE REVIEWING HER COMPLAINT

3-15 RCD RESPONSE FROM NIKKI

\$250.00
Violation
Cam

BARBARA K. CEGAVSKE
Secretary of State

STATE OF NEVADA



SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada

DIANA J. FOLEY
Deputy Secretary for Securities

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

**OFFICE OF THE
SECRETARY OF STATE**

This letter was emailed On 4/19/2019

April 19, 2019

Dear Ms. LiCari:

Please be advised that The Secretary of State's office has resolved the complaint filed on January 15, 2019, against Nikki Sikalis.

Her journal was found out of compliance with notarial law according to NRS Chapter 240.120. She was assessed a civil penalty for duty to maintain contents.

If we can be of further assistance, please feel free to contact our office.

Thank you,

Elena DellaPietra

Notary Division

Office of Nevada Secretary of State Barbara K. Cegauske

202 North Carson Street

Carson City, NV 89701

Office: 775-684-5729

Acknowledgment

I hereby acknowledge that I am in receipt of the notice of violation and agree to the terms outlined therein. I understand that failure to pay the fine will result in my file being referred to the Attorney General's office for collection and that my notary appointment will be automatically suspended.

Signed: _____

Date: _____

Print Name: _____

Return this acknowledgement and remit your fine payment no later than April 17, 2019 to:

Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada, 89701

If you would like to pay by credit card, please use the enclosed Credit Card Checklist and submit along with the signed acknowledgment.

RECEIVED

APR 16 2019

Secretary of State

4/16/19
OK 483
Edo

C20190416-6758

STATE OF NEVADA

BARBARA K. CEGAVSKE

Secretary of State

KIMBERLEY PERONDI

*Deputy Secretary
for Commercial Recordings*



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

NIKKI SIKALIS

NV

Job:C20190416-0758

April 16, 2019

Special Handling Instructions:

4-16-19 PD IN FULL, EDP

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Notary Fine			1	\$250.00	\$250.00
Total					\$250.00

Payments

Type	Description	Amount
Check	Check #483	\$250.00
Total		\$250.00

Credit Balance: \$0.00

Job Contents:

NIKKI SIKALIS

NV

BARBARA K. CEGAVSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
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Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

**OFFICE OF THE
SECRETARY OF STATE**

April 3, 2019

Nikki Sikalis
Stewart Title
8915 So. Pecos RD Ste 20A
Henderson, NV 89074

Dear Ms. Sikalis:

The Secretary of State's office, Notary Division, is in receipt of documentation evidencing notarial errors completed by you, which did not comply with Nevada State notary law.

The act was incorrect for the following reason(s):

NRS 240.120(1d): Journal of notarial acts: Duty to maintain; contents;

...except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized.

Civil Penalty \$250.00

As a result of the improper notarization(s), in accordance with 240.040(4), 240.1655(1)(b) the Secretary of State hereby imposes a civil penalty in the amount of Two Hundred Fifty Dollars (\$250.00).

Remittance of the fine should be sent to the Secretary of State, Notary Division, 202 North Carson Street, Carson City, Nevada, 89701, no later than April 17, 2019. Once you agree to pay this fine, failure to do so will result in your file being turned over to Collections and the automatic suspension of your notary appointment.

Additionally, by signing the enclosed copy of this letter, you are agreeing that if a future complaint is received by the Secretary of State's office concerning the same type of offense, the letter could be used as evidence to increase the amount of the civil penalty for the same violation.

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
202 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
2250 Las Vegas Blvd. North, Suite 400
North Las Vegas, NV 89030

BARBARA K. CEGAVSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada



DIANA J. FOLEY
Deputy Secretary for Securities

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

**OFFICE OF THE
SECRETARY OF STATE**

April 3, 2019

Nikki Sikalis
Stewart Title
8915 So. Pecos RD Ste 20A
Henderson, NV 89074

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NRS 240.120(1d): Journal of notarial acts: Duty to maintain; contents;

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Additionally, by signing the enclosed copy of this letter, you are agreeing that if a future complaint is received by the Secretary of State's office concerning the same type of offense, the letter could be used as evidence to increase the amount of the civil penalty for the same violation.

Acknowledgment

I hereby acknowledge that I am in receipt of the notice of violation and agree to the terms outlined therein. I understand that failure to pay the fine will result in my file being referred to the Attorney General's office for collection and that my notary appointment will be automatically suspended.

Signed: _____ Date: _____

Print Name: _____

Return this acknowledgement and remit your fine payment no later than April 17, 2019 to:

Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada, 89701

If you would like to pay by credit card, please use the enclosed Credit Card Checklist and submit along with the signed acknowledgment.

As a result of this violation, **you are now required to take a notary training offered by the Nevada Secretary of State's office.** The Secretary of State requires you take the class at as soon as possible to avoid further penalties. For class information, please go to **<http://www.nvsos.gov/>**.

Please notify us as soon as you complete the training

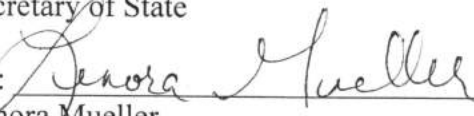
Please sign the enclosed acknowledgment accompanying this letter and remit both it and your civil penalty no later than April 17, 2019 to:

Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada 89701

If I can be of assistance, please contact me at (775) 684-5708.

Respectfully,

Barbara K. Cegavske
Secretary of State

By: 
Lenora Mueller
Notary Administrator

Enclosures: Violation Resolution Instructions
Acknowledgment for signature
Credit Card Checklist

Exhibit 13



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0824418

That we Melanie Treanor
of 46 Precipice Ct. Henderson, NV 89002

as Principal, and the RLI Insurance Company, a corporation duly
licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of
Ten Thousand and 00/100 DOLLARS (\$ 10,000.00),
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our
legal representatives, jointly and severally, firmly by those presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be
appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark
Clark, State of Nevada, for a term commencing December 30, 2015 and ending
December 30, 2019.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all
the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of
such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no
effect, otherwise to remain in full force and effect.

Signed and dated this 29th day of December, AD 2015.



Countersigned:

Laura Pike

Laura Pike Nevada Resident Agent

The foregoing bond is hereby approved this _____ day of _____.

Melanie Treanor
Principal
By: Melanie Treanor
RLI Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATH

STATE OF NEVADA }
County of Clark } ss

I, Melanie Treanor, do solemnly swear (or affirm) that I will support, protect and defend
the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all
enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or
law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I
am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 29th day of December, 2015

Melanie Treanor
Principal

LYNN MARIE GOYA, COUNTY CLERK

Desiree Howard
Deputy
N2700504 SUBS-50,30

Inst #: 20180119-0001325

Fees: \$40.00

01/19/2018 12:06:10 PM

Receipt #: 3301102

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA Pgs: 18

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

When recorded, return to:
Valley West Corporation DBA Valley West Mortgage
Attn: Post Closing
9580 West Sahara Avenue
Suite 200
Las Vegas, NV 89117
888-931-9444

MAIL TAX STATEMENT TO: **Bobby Dee Antee**
62 East Serene Avenue #316, Las Vegas, NV 89123

APN #: 176-20-413-076

Title Order No.: 17009321-003-NB1
Escrow No.: 17009321-003-NB1
LOAN #: 0077725141

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1005806-0000004831-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **January 16, 2018**, together with all Riders to this document.

(B) "Borrower" is **BOBBY DEE ANTEE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.**

Borrower is the trustor under this Security Instrument.



LOAN #: 0077725141

(C) "Lender" is Valley West Corporation DBA Valley West Mortgage.

Lender is a Nevada Corporation,
under the laws of Nevada.

organized and existing
Lender's address is

9580 West Sahara Avenue, Suite 200, Las Vegas, NV 89117.

(D) "Trustee" is National Title Company.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **January 16, 2018.**

The Note states that Borrower owes Lender **TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED AND NO/100*** Dollars

(U.S. **\$204,800.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **February 1, 2048.**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> V.A. Rider | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



LOAN #: 0077725141

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County**

[Type of Recording Jurisdiction] Of **Clark**

[Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

APN #: 176-20-413-076

which currently has the address of **9564 Scorpion Track Court, Las Vegas,**

[Street] [City]

Nevada **89178**

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



LOAN #: 0077725141

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien



LOAN #: 0077725141

or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner



acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole



obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying



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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement



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provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's



interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers



unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured



by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat



of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

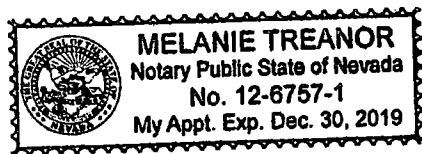
Bobby Dee Antee 11/17/18 (Seal)
BOBBY DEE ANTEE DATE
Dee

State of NEVADA
County of CLARK

This instrument was acknowledged before me on
(date) by BOBBY DEE ANTEE (name(s) of person(s)).

1-17-2018

(Seal, if any)



Melanie Treanor

(Signature of notarial officer)

Title (and rank):

notary

Lender: Valley West Corporation DBA Valley West Mortgage
NMLS ID: 65506
Loan Originator: Vatche Saatchian
NMLS ID: 69363



Order No. 17009321-003-NB1

Exhibit A
LEGAL DESCRIPTION

Parcel One (1):

Lot Seventy Six (76) in Block Five (5) of SOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark County, Nevada.

Parcel Two (2):

A non-exclusive easement for ingress, egress, use, enjoyment and public utility purposes, on, over and across the private streets and common areas on the map referenced hereinabove, which easement is appurtenant to Parcel One (1).

LOAN #: 0077725141
MIN: 1005806-0000004831-7

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **16th** day of **January, 2018** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Valley West Corporation DBA Valley West Mortgage, a Nevada Corporation**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: **9564 Scorpion Track Court, Las Vegas, NV 89178.**

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").
The Property is a part of a planned unit development known as **South Mountain Lot B**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners



LOAN #: 0077725141

Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of



LOAN #: 0077725141

self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Bj dk 11/17/18 (Seal)
BOBBY DEE ANTEE DATE



Exhibit 14



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0824418

That we Melanie Treanor
of 46 Precipice Ct. Henderson, NV 89002

as Principal, and the RLI Insurance Company, a corporation duly
licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of
Ten Thousand and 00/100 DOLLARS (\$ 10,000.00),
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our
legal representatives, jointly and severally, firmly by those presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be
appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark
Clark, State of Nevada, for a term commencing December 30, 2015 and ending
December 30, 2019.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all
the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of
such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no
effect, otherwise to remain in full force and effect.

Signed and dated this 29th day of December, AD 2015.



Countersigned:

Laura Pike

Laura Pike Nevada Resident Agent

The foregoing bond is hereby approved this _____ day of _____.

Melanie Treanor
Principal
By: Melanie Treanor
RLI Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATH

STATE OF NEVADA }
County of Clark } ss

I, Melanie Treanor, do solemnly swear (or affirm) that I will support, protect and defend
the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all
enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or
law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I
am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 29th day of December, 2015

Melanie Treanor
Principal

LYNN MARIE GOYA, COUNTY CLERK

Desiree Howard
Deputy
N2700504 SUBS-50,30



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0676127

FILED

That we Nikki Sikalis
of 54 Precipice Ct Henderson, NV 89002

NOV 19 2014

Diana Alba
CLERK

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by those presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark, State of Nevada, for a term commencing December 9, 2014 and ending December 9, 2018.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no effect, otherwise to remain in full force and effect.

Signed and dated this 7th day of November, AD 2014.



Countersigned:

Eileen Lawson
Eileen Lawson Nevada Resident Agent

By: *Nikki Sikalis*
Principal

RLI Insurance Company
By: *Roy C. Die*
Roy C. Die Vice President

The foregoing bond is hereby approved this _____ day of _____.

Diana Alba, County Clerk
11/19/2014 12:49:51 PM



Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATH

STATE OF NEVADA Clark } ss
County of

I, Nikki Sikalis, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 17th day of November, 2014

Nikki Sikalis
Principal

Melanie Treanor
County Clerk **NOTARY**

Deputy N2700504 SUBS-50,30

RECEIVED

NOV 19 2014

COUNTY CLERK

MELANIE TREANOR
Notary Public, State of Nevada
Appointment No. 12-6757-1
My Appt. Expires December 30, 2015

Batch 1158839

RLI

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

NEVADA NOTARY PUBLIC BOND

KNOW ALL MEN BY THESE PRESENTS,

Bond No. LSM0362268**FILED**That we Melanie Treanor**2012 JAN -4 A.D. 16**of 46 Precinct Court Henderson, NV 89002Diana Alba
CLERK

as Principal, and the RLI Insurance Company, a corporation duly
licensed to do business in the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada, in the penal sum of
Ten Thousand and 00/100 DOLLARS (\$ 10,000.00),
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and our
legal representatives, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was or is about to be
appointed and commissioned by the Governor of the State of Nevada, a Notary Public in and for the County of Clark
December 30, 2015 State of Nevada, for a term commencing December 30, 2011 and ending

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall well, truly and faithfully perform all
the duties of said office of Notary Public now required by law, and shall well, truly and faithfully execute and perform all the duties of
such office required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be voided and of no
effect, otherwise to remain in full force and effect.

Signed and dated this 30th day of December, AD 2011.

Countersigned:

Tiffany Coronado
Nevada Resident Agent

The foregoing bond is hereby approved this _____ day of _____

Melanie Treanor
Principal
By: [Signature]
RLI Insurance Company
By: [Signature]
Roy C. Die Vice President

Judge for the _____ Judicial District Court
In and For _____
County, State of Nevada

OFFICIAL OATHSTATE OF NEVADA Clark } ss
County of _____

I, Melanie Treanor, do solemnly swear (or affirm) that I will support, protect and defend
the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all
enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or
law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Notary Public on which I
am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

Subscribed and sworn to me this 4th day of January, 2012[Signature]
Principal**RECEIVED**

JAN 04 2012

COUNTY CLERK

Diana Alba, County Clerk
01/04/2012 10:10:45 AM

**DIANA ALBA, COUNTY CLERK**

[Signature]
County Clerk
Deputy
CHRISTINE MASON

N2700504-50.30

Exhibit 15

Handwriting Expert, LLC

Curt Baggett

Expert Document Examiner

908 Audelia Road, Suite 200-245

Richardson, Texas 75081

Phone: 972.644.0285

Fax: 972.644.5233

cbhandwriting@gmail.com

www.ExpertDocumentExaminer.com

Questioned Document Examiner Letter

Subject: **Lindsey Licari**

Date: May 30, 2020

I have examined five (5) documents with the six (6) known signatures of Lindsey Licari. For the purpose of this examination I have labeled these exhibits 'K1' through 'K5'.

Today I have compared the signatures of Lindsey Licari on the 'K' documents to the Lindsey Licari signature on the questioned document, identified herein as 'Q1', to determine if the author of the Lindsey Licari signature on the 'K' documents was the same person who authored the name of Lindsey Licari on the questioned document: **GRANT, BARGAIN, SALE DEED in the State of Nevada, County of Clark, Escrow No. 17009321-003-NB1, dated January 17, 2018** and purportedly signed by Lindsey Licari.

An examination of handwriting includes establishing patterns of writing habits to help identify the author. Handwriting is formed by repeated habits of writing by the author, which are created by neuro-pathways established in the brain. These neuro-pathways control muscular and nerve movement for writing, whether the writing done is by the hand, foot or mouth.

In support of my opinion, I have included an excerpt from *Handwriting Identification, Facts and Fundamentals* by Roy A. Huber and A.M. Headrick (CRC Press LLC, 1999, pp 50-51) wherein the leading forefathers of document examination in the USA agree that one significant difference in the fundamental structure of a writing compared to another is enough to preclude common authorship:

[Ordway] Hilton stated: "It is basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."

[Wilson R.] Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared...is simple – whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."

[James V.P.] Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person."

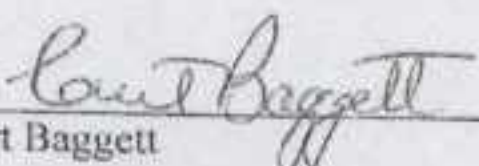
and finally,

[Albert S.] Osborn and others have generally agreed that despite numerous similarities in two sets of writings, a conclusion of identify cannot be made if there is one or more differences in fundamental features of the writings.

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that **a different person authored the name of Lindsey Licari on the questioned document. Someone did indeed forge the signature of Lindsey Licari on the questioned document, 'Q1'.**

I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I had sufficient data and that my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference.

Respectfully submitted,



Curt Baggett

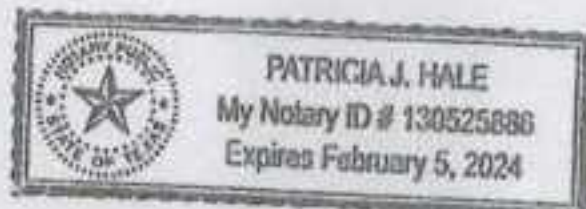
The above Letter of Opinion was sworn and subscribed before me by Curt Baggett this 30th day of May, 2020.

State of Texas

County of Dallas

§
§
§
§
§


Notary Public - State of Texas



Handwriting Expert, LLC

Curt Baggett

Expert Document Examiner
908 Audelia Road, Suite 200-245
Richardson, Texas 75081
Phone: 972.644.0285
Fax: 972.644.5233
cbhandwriting@gmail.com
www.ExpertDocumentExaminer.com

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and finally,

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I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I had sufficient data and that my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference.

Respectfully submitted,



Curt Baggett

The above Letter of Opinion was sworn and subscribed before me by Curt Baggett this 30th day of May, 2020.

State of Texas

County of Dallas

§
§
§
§


Notary Public - State of Texas

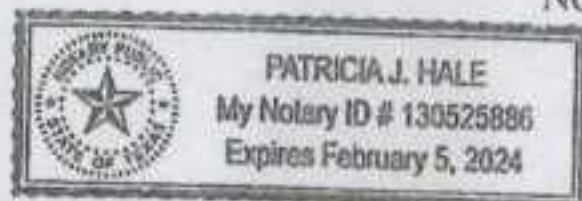


Exhibit #8

Inot #: 20180119-0001324

Fee: \$40.00

RPTT: \$0.00 Ex #: 006

01/19/2018 12:06:10 PM

Receipt #: 3301102

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N. #	176-20-413-076
Escrow No.	17009321-003-NB1
R.P.T.T.	Exempt #5
Recording Requested By:	
National Title Co.	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Bobby Dee Antee	
9564 Scorpion Trail Ct	
Las Vegas, NV 89178	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged,

Lindsey Lfearl spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

Bobby Dee Antee a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

1-17-18
QDE
Exhibit
Q1

QCOSP (OSI Rev. 07/21/14)

R-49

Escrow No. 17009321-003-N111
Grant, Uargata, Sale Deed... Continued

Dated this 17 day of January, 2018

Lindsey Licari
Lindsey Licari

← Q1

State of Nevada

County of Clark

This instrument was acknowledged before me on

1/17/18

by: Lindsey Licari

Signature:

[Signature]
Notary Public



Questioned
Signature
Page

1-17-18

QDE
Exhibit

Q1

QCDSF (DSI Rev. 07/24/14)

R-49

12. Tax Deduction. (☒ check all that apply)

- ☒ The Plaintiff should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): Ayden Satoshi Brown
- ☐ The Defendant should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): _____
- ☐ The tax deduction should alternate, with Plaintiff claiming the child(ren) in (☒ check one) ☐ even / ☐ odd years, and Defendant claiming the child(ren) the other years.
- ☐ The tax deduction should be allocated per federal law.

13. Birth Certificate / Name Change. (☒ check all that apply)

- ☒ The child's birth certificate should not be changed.
- ☐ The child's birth certificate should be changed to state that (name) _____ is the father of the child.
- ☐ The child's name should be changed to (name) _____

Plaintiff requests:

1. That the Court grant the relief requested in this Complaint; and
2. For such other relief as the Court finds to be just and proper.

DATED this (day) 29 day of (month) January, 2015. K1A 2

Submitted By: (your signature) Lindsey Li
(print your name) Lindsey LiCARI

VERIFICATION

Under penalty of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (day) 29 day of (month) January, 2015. K1B 2

Submitted By: (your signature) Lindsey Li
(print your name) Lindsey LiCARI

1-29-15 QDE Exhibit K1A + K1B

- 1 2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or
2 battery on the person of the other party or any child, step-child or any other relative of the
3 parties.
4 3. Removing any child of the parties then residing in the State of Nevada with an intent
5 or effect to deprive the court of jurisdiction as to the child without the prior written
6 consent of all the parties or the permission of the court.
7

8 STEVEN D. GRIERSON
9 CLERK OF THE COURT

10 By: Diane Beard JAN 29 2015
11 Deputy Clerk DISTRICT COURT (Date)
12 DIANE BEARD
13 Family Court and Services Center
14 601 North Pecos Road
15 Las Vegas, Nevada 89101

Regional Justice Center
200 Lewis Street
Las Vegas, Nevada 89101

16 Submitted By:

17 Rundsey Luceri
18 Signature

← K2

1-29-15
QDE
Exhibit
K2

Reservation Date: Monday, January 26, 2015

12:00

Reservation Information For: Lindsey Licari

The management at Ovation would like to extend a warm welcome to you.
You will find the following information helpful in expediting your move.

Your new address will be 1350 W. Horizon Ridge Pkwy 1121, Bldg # 11 Henderson, NV 89012

Move in date:	<u>1/27/2015</u>	Base Rent:	<u>\$1,109.00</u>
Lease end date:	<u>4/21/2016</u>	Pet Rent:	<u>N/A</u>
Floor Plan:	<u>3U</u>	Utilities:	<u>\$57.00</u>
Parking Space:	<u>123</u>	Garage	<u>N/A</u>
Garageff:	<u>N/A</u>	Total Each Month:	<u>\$ 1,166.00</u>
Carpet Color:	<u>N/A</u>		
Floor Level	<u>upstairs</u>		

For your home you will need the following numbers:
Nevada Power: 402-5555
Southwest Gas: (877) 860-6020
Cox Cable: 979-6300
Telephone, Internet & Cable!!!!

Application Fee (Non Refundable)	
Redecoration/Holding Fee (Non Refundable)	
Security Deposit (Refundable)	
Ovation Waiver Fee (Non Refundable)	
Pet Fee \$350.00 small or \$450.00 large (Non Refundable)	
Rent Due: From: <u>1/27</u> To: <u>1/31</u>	
Rent Due: next month <u>February</u>	
Pet Rent: From: <u> </u> To: <u> </u>	
Gate / Garage Remote Deposit(s) (Refundable):	
Utility Charge From: <u>27 - Jan</u> To: <u>28-Feb</u>	

Received:	Due:
\$ 50.00	
\$ 350.00	<u>N/A</u>
\$ -	<u>N/A</u>
\$ -	<u>\$ 300.00</u>
\$ -	<u>N/A</u>
\$ -	<u>\$ 179.00</u>
\$ -	<u>\$ 1,109.00</u>
\$ -	<u>N/A</u>
\$ -	<u>\$ 35.00</u>
\$ -	<u>\$ 66.00</u>
\$ -	
Amount Received	<u>\$ 400.00</u>

Total Due Upon Move-In: (Cashiers Check or Money Order)
Optional Payment: Credit Card Payment

Total Move In Costs:
1. \$ \$ 1,689.00
2. \$ \$ 1,740.25

88 Payment upon move-in must be in one of the following forms: Cashiers Check or Money Order
88 Utilities (NVEnergy, SouthWestGas) must be put in resident name prior to move-in.
88 Resident is responsible for payment of utilities with rent as stated in lease.
88 All responsible parties must sign all applicable documents prior to keys being released.
88 I Understand the Redecoration Fee and Application fee is non-refundable

All applications are subject to management approval OAC. In the event that we are unable to approve your application, your redecorating/holding fee will be refunded, excluding the application fee. Should you choose to cancel your reservation, your redecorating/holding fee will only be refunded if cancellation is made within 24 hours of your reservation date.

Agent for Ovation Property Management

Manager's Signature

Applicant

Applicant

(PA)
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event # 131128 - 2644

THIS PORTION TO BE COMPLETED BY OFFICER

Specific Crime <u>Burglary</u>	Date Occurred <u>11/28/13</u>	Time Occurred <u>2:22</u>
Location of Occurrence <u>3132 N. Jones Blvd #2/105 LVN 89108</u>	Sector/Beat <u>114</u>	<input checked="" type="checkbox"/> City <input type="checkbox"/> County

Your Name (Last / First / Middle) <u>LICARL HINDSEY S</u>								Date of Birth <u>7/4/83</u>		Social Security #	
Race <u>Blk</u>	Sex <u>F</u>	Height <u>5'11"</u>	Weight <u>155</u>	Hair <u>Brown</u>	Eyes <u>Brown</u>	Work Sched. (Hours) <u>Var</u>	(Days Off) <u>Var</u>	Business / School <u>Palace Station</u>			
Residence Address: (Number & Street) <u>3132 N Jones #105</u>				Bldg./Apt.# City <u>LV</u>		State Zip Code <u>NV 89108</u>		Res. Phone: <u>776 8331</u>			
Bus. (Local) Address: (Number & Street)				Bldg./Apt.# City		State Zip Code		Occupation		Depart Date (if visitor)	
Best place to contact you during the day						Best time to contact you during the day			Can You Identify <input type="checkbox"/> Yes the Suspect? <input checked="" type="checkbox"/> No		

DETAILS I came home from work at 4pm everything was fine. I left my house at 5 and returned at 8. When I opened the door the alarm system was on the floor. I went back outside and called 911. I waited outside until the police came. I am missing a Samsung tablet, a Mac laptop, a mini ipad, a diamond bracelet. Two Maroda watches. Seven diamond rings, three pairs of diamond earrings. Tiffany bracelet. A gold charm bracelet, a gold watch. A large white diamond ring a heart diamond ring diamond heart necklace with 9kt. I had 20K worth of jewelry and diamonds, watches.

Officer: LICARL C. HINDSEY
Date: 2/11/15
Signature: [Signature]
Title: Police Officer

11-28-13 QDE
Exhibit R4

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) S/A ON THE 28th DAY OF Nov AT 2013 (AM/PM) 11:00

Witness/Officer:

Witness/Officer:

LVPD 85 (REV. 5-05)

[Signature]
(PRINTED)
P. S. [Signature]

PU 8285

[Signature]
SIGNATURE OF PERSON GIVING STATEMENT

098
Declaration Control Number (DCN)

00 - 334794 - 00034 - 5

DO NOT MAIL THIS FORM TO FTB

TAXABLE YEAR

Date Accepted

2004 California e-file Return Authorization

FORM

8453

Your first name and initial

LINDSEY S LICARI

Last name

Your SSN or ITIN

If joint return, spouse's first name and initial

Last name

Spouse's SSN or ITIN

Present home address - number and street, PO Box, or rural route

10694 COURT ST APT 2

Apt. no.

PMB no.

Daytime telephone number

714-995-4323

City, town or post office, state, and ZIP Code

STANTON CA 90680-

Part I Tax Return Information (whole dollars only)

1 Refund or No Amount Due. (Form 540, line 60; Form 540 2EZ, line 24; Long Form 540NR, line 74; or Short Form 540NR, line 74)..... 1

2 Amount you owe. (Form 540, line 70; Form 540 2EZ, line 25; Long Form 540NR, line 76; or Short Form 540NR, line 75)..... 2 20.

Part II Settle Your Account Electronically

3 Direct Deposit of Refund

4 Electronic Funds Withdrawal 4a Amount

4b Withdrawal Date (MM/DD/YYYY)

Part III Make Estimated Tax Payments for Taxable Year 2005 These are not installment payments for the current amount you owe.

5 Amount First Payment Due 4/15/05 Second Payment Due 6/15/05 Third Payment Due 9/15/05 Fourth Payment Due 1/17/06

6 Withdrawal date

Part IV Banking Information (Have you verified your banking information? Incorrect information causes delays, which may cause penalties and interest.)

7 Routing number

8 Account number

9 Type of account:

☐ Checking☐ Savings

Part V Declaration of Taxpayer(s)

I authorize my account to be settled as designated in Part II. I further authorize my estimated tax payments be withdrawn by electronic funds withdrawal as designated in Part III. I understand that the banking information I provided in Part IV will be used to complete any transactions designated in Part II or Part III. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund or authorize an electronic funds withdrawal.

Under penalties of perjury, I declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider, including my name, address and social security number (SSN) or individual taxpayer identification number (ITIN), the amounts shown in Part I above, and the banking information shown in Parts II-IV above, agrees with the information and amounts shown on the corresponding lines of my 2004 California income tax return. To the best of my knowledge and belief, my return is true, correct, and complete. If I am filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my return and accompanying schedules and statements to be transmitted to the FTB by my ERO, Transmitter, or Intermediate Service Provider. If the processing of my return or refund is delayed, I authorize the FTB to disclose to my ERO, Intermediate Service Provider, and/or the Transmitter the reason(s) for the delay or the date when the refund was sent.

Sign Here

Your signature

Date

Spouse's signature, if filing jointly, both must sign.

Date

For Privacy Act Notice, get form FTB 1131

It is unlawful to forge a spouse's signature.

Part VI Declaration of Electronic Return Originator (ERO) and Paid Preparer. See instructions.

I declare that I have reviewed the above taxpayer's return and that the entries on form FTB 8453 are complete and correct to the best of my knowledge. (If I am only an Intermediate Service Provider, I understand that I am not responsible for reviewing the taxpayer's return. I declare, however, that form FTB 8453 accurately reflects the data on the return.) I have obtained the taxpayer's signature on form FTB 8453 before transmitting this return to the FTB; I have provided the taxpayer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2004 e-file Handbook for Authorized e-file Providers and in FTB Pub. 1345A, 2004 e-file Handbook Supplement. I will keep form FTB 8453 on file for four years from the due date of the return or four years from the date the return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign	ERO's signature	Date	Check if also paid preparer	Check if self-employed	ERO's SSN/PTIN
	Firm's name (or yours if self-employed) and address	01/19/2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P00432527
	RAPID TAX 2622 W LINCOLN AVE SUITE 109 ANAHEIM CA				FEIN 47-0852021 ZIP Code 92801-
Paid Preparer Must Sign	Paid preparer's signature	Date	Check if self-employed	Paid preparer's SSN/PTIN	
	Firm's name (or yours if self-employed) and address		<input type="checkbox"/>	<input type="checkbox"/>	P00432527
	RAPID TAX 2622 W LINCOLN AVE SUITE 109 ANAHEIM CA				FEIN 47-0852021 ZIP Code 92801-

For Privacy Act Notice, get form FTB 1131.

1-19-05

QDE
Exhibit

K5

FTB 8453 C2 (2004)

CURT BAGGETT

Expert Document Examiner

908 Audelia Road, Suite 200-245, Richardson, TX 75081

Phone: 972.644.0285 - Fax: 972.644.5233

cbhandwriting@gmail.com

www.ExpertDocumentExaminer.com

Curt Baggett is a leading handwriting expert in the United States. He is also a skilled authority in document examination and as an expert witness and he has completed over 5,000 cases. Mr. Baggett has examined documents and/or testified in court cases as a handwriting expert in all 50 states, Washington, D.C., the Bahamas, Brazil, Canada, Chile, England, Ireland, Mexico, Pakistan, Puerto Rico, Thailand and New Zealand, Korea, China, Australia and Denmark.

The U.S. Department of Justice, the State of Arizona, State of Arkansas, the State of California, Louisiana Public Defender Board, and the State of Texas have retained him. Mr. Baggett has appeared as a handwriting expert on WOLF-BLITZER-CNN; CHARLES GIBSON-ABC, INSIDE EDITION, CBS Network Radio, CBS, CNBC, CNN, FOX, JUDGE ALEX, TEXAS JUSTICE and GOOD MORNING TEXAS and was a consultant as a forensic document examiner for a number one television show, "CSI: Crime Scene Investigation". Mr. Baggett is the co-author of "The Handwriting Certification Home Study Course" and "How To Spot a Forgery" and has been a guest on various other television and radio programs discussing handwriting and forensic document examination.

Mr. Baggett once held the position as Dean of the School of Forensic Document Examination at Handwriting University. In addition to lecturing and teaching document examination, Mr. Baggett has analyzed handwriting for over 40 years. He has been qualified as an expert witness in Justice of the Peace, Municipal, District, State, U.S. District, and Federal Bankruptcy Courts, Eastern Caribbean Supreme Court, High Court of Tynwald British Isles and the Provincial Courts of Canada.

His education and training in document examination and psychology include: U.S. Army, Military Police Officer's School; B.A. and M.Ed., McNeese State University, Lake Charles, Louisiana; and post-graduate studies at the University of Houston, Houston, Texas.

Curt Baggett's library is extensive and includes literature on questioned document examination, forensic handwriting analysis, behavior profiling, and statement analysis.

Laboratory equipment used for examination consists of a Stereo Star Zoom American Optical 7x – 30x twin microscope; Micronta illuminated 30x microscope; stereo microscope S/ST series; universal DigiScoping adapter; numerous magnifying devices; protractor and metric measuring devices; Pentax ME camera; Pentax macro 1.4, 50mm flat copy lens; overhead projector; light table, and transparencies.

Curt Baggett's Education and Training in Handwriting and Document Examination Include:

An in person two-year apprenticeship with Dr. Ray Walker as a handwriting expert and questioned document examiner. Dr. Walker's qualifications have been affirmed in the Court of Appeals, Fifth District of Texas at Dallas, and had historical rulings in his favor. A leading authority in the field of handwriting analysis and document examination, Dr. Walker is the author of The Questioned Document Examiner and the Justice System.

The American Bureau of Document Examiners certifies Mr. Baggett. He also has a certificate of completion from the American Institute of Applied Science.

Lectures, Conferences, and Classes Attended:

- 2004 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended classes taught by Reed Hayes, QDE, Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE
- 2004 School of Forensic Document Examination's Teleclass Curriculum
Examination of Anonymous Writing by Reed Hayes, QDE
Document Examination Terminology by Don Lehew, QDE
Notary Public by Don Lehew, QDE
Advanced Forgery Identification by Don Lehew, QDE
Instructor
- 2005 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended the following lectures, in addition to general sessions:
Tremors and line Quality taught by Reed Hayes, QDE
Demonstrative Evidence taught by Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE
Photography through microscopes by David Babb, QDE
Paper and Watermarks by John McGuire, QDE
Lecturer
- 2005 School of Forensic Document Examination's Teleclasses
Natural Variation taught by Reed Hayes, QDE
The Discrimination of Handwriting by Don Lehew, QDE
Procedures for Examining Signatures by Don Lehew, QDE
Courtroom Procedures and Roles by Don Lehew, QDE
Instructor
- 2006 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended the following lectures, in addition to general sessions:
Deposition and Cross Examinations by Dr. Richard Frazier, QDE
Medical Problems Affecting handwriting by Dr. Richard Frazier, QDE
Legal Issues for Document Examiners by Dr. Richard Frazier, QDE
Deposition and Cross Examinations by Dr. Richard Frazier, QDE
Health Factors Affecting Handwriting by Dr. Joe Alexander, QDE
Prescription Forgery and Medical Crimes by Diane King, Lecturer
- 2007 Handwriting University Annual Conference, Dallas, Texas
Trainer and Instructor
- 2007 School of Forensic Document Examination's Teleclasses
Instructor - Handwriting Basics and Exemplars
Instructor - Multiple Classes on Case Studies and Examinations
- 2008 Handwriting University Annual Conference, Las Vegas, Nevada
Trainer and Instructor
- 2009 School of Forensic Document Examination's Live Teleclasses
Attended a variety of classes taught by Robert Baier, QDE, Police Instructor
- 2009 Handwriting University Annual Conference, Las Vegas, Nevada
Critical Incident Stress: Statement Analysis and Interview v. Interrogation by Faith Wood

Forensic Document Examination Application by Robert Baier, QDE, Police Instructor
Trainer and Instructor for Introduction to Forensic Document Examination

2010 Handwriting University Annual Conference, Las Vegas, Nevada

Advanced Statement Analysis by Faith Wood

Identity Theft and Prevention by Robert Baier, QDE, Police Instructor

Trainer and Instructor for Introduction to Forensic Document Examination

2010 Speaker – “Introduction to the Science of Handwriting and Forensic Document Examination”, Clear
Lake High School

2011 Lecturer and Instructor, “How to Spot a Forgery”, Denver Elections Division, Denver, Colorado

2012 Lecturer and Instructor, “How to Spot a Forgery”, Denver Elections Division, Denver, Colorado

2012 Speaker – “How to Avoid a Forgery”, Military Order of Purple Hearts Annual Meeting, Dallas,
Texas

2013 Speaker – “Introduction to the Science of Handwriting and Forensic Document Examination”;
Appointment as Guest Lecturer and Consultant by Stefanie Page, Instructor, Forensic Science
Department, Jesuit College Preparatory School of Dallas

2013 Speaker – “Introduction to the Science of Handwriting and Forensic Document Examination”, Irma
Lerma Rangel Young Women’s Leadership School, Dallas, Texas

2016 Speaker – Handwriting University International Handwriting Conference in Las Vegas, NV (Sept.)

2018 Instructor via written presentation at the 18th Wroclaw Symposium of Questioned Document
Examination at University of Wroclaw in Poland June 6-8, 2018

Past and Present Memberships

American College of Forensic Examiners International

American Legion

Center of Forensic Profiling

Forensic Expert Witness Association

IMS Expert Services

Military Order of World Wars

National Questioned Document Association

Sheriff’s Association of Texas

Texas Police Association

Veterans of Foreign Wars

World Federation of Handwriting Experts

National Association of Distinguished Professionals

SEAK-Expert Witness Resources

Published Articles and Books

Ethics for Experts

Handwriting Certification Course

How to Help Attorneys With Your Case

How to Spot a Forgery

Taking the Witness Stand

**CURT BAGGETT
FORENSIC DOCUMENT EXAMINER
SUMMARY OF CASES**

I have been qualified or appointed and/or accepted by a State or by the Court as an Expert and/or have testified in trial or by deposition or made an appearance from 2013 through April 2020 in the following cases and/or cities.

April 20, 2020	In the 347 th Judicial District Court, Nueces County, Texas Cause No. 2019DCV-2377-H / MO, JHO, MO, AO, RO, AG & JMO VS. Joe A. Ortiz & Maria Elena O. Valenzuela Huseman Law Firm, PLLC; Atty. Paul Dodson for Joe A. Ortiz Oral DEPOSITION of Curt Baggett taken via Zoom Video Conference
February 26, 2020	Probate Court No. 1, Tarrant County Courthouse in Fort Worth, TX 76196 No. 2019-PR01032-1 / Judge Chris Ponder / PH: 817-884-1200 In the Estate of Albert George Schaefer, Deceased Atty. James Pratz for George Schaefer Oral DEPOSITION of Curt Baggett taken in Bedford, TX by Atty. Benjamin Sauer
January 21, 2020	In the Supreme Court of the Commonwealth of the Bahamas, Nassau, Bahamas Common Law and Equity Division / No. 2018/CLE/gen/00517 Bernard C. Bain VS. Florinda Robins / Justice Keith Thompson Michael W. Horton, Esq. for Bernard Bain Curt Baggett Approved as Expert by Court and Testified via Skype.
January 6, 2020	In the Third Judicial District Court, Union Parish, Farmerville, Louisiana 71241 No. 46540 / Judge Thomas W. Rogers / 2 nd floor, Courtroom 2 318-368-3055 Betty Jean Glosson Hill VS. Tina Hill Conley and the Unopened Succession of Dwayne Hill, specifically decedent Dwayne Hill Atty. Barry Dowd for DeCarlos Hill Curt Baggett Approved as Expert by Court and Testified.
December 16, 2019	In the Probate Court No. 2, Harris County, Houston, TX 77002 Cause No. 473646 / Judge Michael Newman PH: 832-927-1402 Estate of Jim Howard Warren, Deceased Atty. for Richard Crain, Defendant (Contestant of Will): Jimmy Walker Curt Baggett Approved as Expert by Court and Testified for Defendant.
December 5, 2019	In the 16 th Judicial Circuit Court, Macomb County, Mt. Clemens, Michigan File No. 2014-6592 DO/IV-D: 913207057 / Chief Judge James M. Biernat Reynolds, Kenya Williams VS. Carlton Reynolds Curt Baggett Approved as Expert by Court and Testified via Video / Computer.
December 2, 2019	In the 418 th Judicial District Court, Montgomery County, Conroe, TX 77301 No. 1812-16596-CV / Judge Tracy A. Gilbert / PH: 936-538-3618 In the Matter of Natali M. Ormiston and Fred Ormiston and in the interest of Ava Ormiston / Atty. for Natalie: Cheryl Ellsworth Jahani Curt Baggett Appearance only. Judge ordered mediation. Case Settled same day.

Curt Baggett – Expert Document Examiner

November 4, 2019	In the 3 rd Judicial District Court, Parish of Union, Farmerville, Louisiana 71241 Case No. 46540 / Betty Jean Closson Hill VS. No. 46,540 Tina Hill Conley and The Unopened Succession of Dwayne Hill, Specifically Decedent, Dwayne Hill Judge Thomas W. Rogers, Courtroom 2, 2 nd floor / Atty. for De Carlos Hill: Barry W. Dowd. Curt Baggett Appearance only. Case continued to 1-6-20.
October 25, 2019	In the 294 th Judicial District Court, Van Zandt County, Canton, Texas 75103 Cause No. 13-00076 / Judge Chris Martin / Court PH: 903-567-7555 Shawn Davis VS. Donnie Rae Thompson, Sr. / Atty. for Plaintiff: Brian Richardson Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)
October 24, 2019	In the 11 th Judicial Circuit Court, Circuit Civil Division, Miami-Dade County, FL Case No. 16-023775 CA 32 / Moise Lamour, Plaintiff VS. Mount Sinai Medical Center of Florida, Inc. and Dr. Michael T. Dalley, Defendants Atty. Benjamin Korn for Moise Lamour DEPOSITION of Curt Baggett taken in Dallas, TX by Atty. Brandon
October 21, 2019	In the Terrebonne Parish Court, Houma, Louisiana 70360 / PH: 985-868-5660 No. 024003 / Judge Randall Bethancourt, Division E Atty. Gregory Schwab for Darlene Williams (Dorothy Stripling Triggs) Curt Baggett Approved as Expert by Court and Testified.
October 17, 2019	In the 269 th Civil Court, Harris County, Houston, TX 77002 moved to the 127 th District Civil Court / Case No. / Judge R.K. Sandill Able Castro VS. Larry Gomez / Atty. Mike Monks for Defendant Curt Baggett Approved as Expert by Court and Testified.
October 11, 2019	In the 39 th Judicial District Court, Stonewall County, Texas Cause No. 1908 / The State of Texas vs. Colton Kimmel / Judge Shane Hadaway Curt Baggett Appointed and Retained by Order of the Court as an Independent Expert for Colton Kimmel
October 4, 2019	In the Superior Court of Arizona, Maricopa County, Phoenix, AZ 85003 CV 2018-004234 / Judge Sherry Stephens / Courtroom 712 Jon C. Clark VS. Jennifer A. Clark / Atty. for Plaintiff: Cheri L. McCracken Curt Baggett Approved as Expert by Court and Testified for Plaintiff. Judge ruled in favor of Curt's Client, Plaintiff Jon Curtis Clark
September 17, 2019	Hearing In the United States of America Southern District of Ohio Western Division Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202 USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Richard Monahan Court Appointed Curt Baggett as Expert and Curt Testified (for Defendant)
September 9, 2019	In the Parish of DeSoto, Mansfield, Louisiana 71052 Docket No. 79,877-A / Judge Amy B. McCartney, 2 nd floor Verlene Buckley VS. Eliza Buckley / Atty. Rita K. Bacot for Verlene Buckley Curt Baggett Approved as Expert by Court and Testified (for Plaintiff) and won.

Curt Baggett – Expert Document Examiner

July 30, 2019 In the Probate Court No. 1, Tarrant County, Fort Worth, Texas
Cause No. 2017-PR02025-1 / Judge Christopher W. Ponder / Room 260A
In the Estate of Edgar Allen Meredith / Atty. Morgan Burkhardt for Jessica Meredith
Curt Baggett Appearance only. Case Postponed.

July 25, 2019 In Cass County Probate Court, Linden, Texas 75563
Case No. D.O. 087 / Judge Donald Dowd / PH: 903-756-7511
Probate Hearing for Mae Frances Blick Bausley / Atty. J. Michael Brock for Lancelot
Bausley / **Curt Baggett Approved as Expert by Court and Testified (for
Lancelot Bausley). Curt won case for client and Judge ruled in favor of Lancelot
Bausley.**

July 23, 2019 In the 23rd Judicial District Court, Parish of Ascension, Gonzales, Louisiana 70737
Probate No. 18.573 Div A / Judge Jason Verdigets / PH: 225-621-8500
Succession of Robert E. Henry / Atty. Lana Ourso Chaney for Walter Smith
Curt Baggett Approved as Expert by Court and Testified.

June 26, 2019 In Philadelphia City Hall, Courtroom 414 on 4th floor, Philadelphia, PA 19107
Case: 1560 PR of 2017 / Judge George Overton / PH: 215-686-1776
Re: Estate of Regina t. Haber / Atty. Thomas Cunningham for Jeanieann Ferrari
Curt Baggett Appearance only.

May 13, 2019 In the 16th Judicial Circuit Monroe County Court, Florida 33070
Case No. 17-CA-000618 P / Judge Louis M. Garcia / PH: 305-292-3423
Bank of America, N.A. VS. Alina, Arlene & Ada Rodriguez
Atty. for Arlene Rodriguez, Omar Arcia Ph: 954-437-9066
**Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to
Curt's client, Defendant Arlene Rodriguez.**

April 17, 2019 In the Galveston County Courthouse, Galveston, Texas 77550
Case No. 15-CV-1044 / Judge Patricia Grady / PH: 409-762-8621 / Jury Trial
James A. Green and Prince Ella Green V. Signora Lynch
Attorney for Greens, Plaintiffs: Andres Arguello PH: 281-884-3960
**Curt Baggett Approved as Expert by Court and Testified. After Curt's testimony,
Judge ruled favorable to Curt's client, Plaintiffs Prince Ella & James Albert Green.**

April 16, 2019 In the Circuit Court of Cook County, Illinois County Department, Chancery Division
No. 09 CH 12423 / Judge Sanjay T. Tailor / 20th floor / 312-603-4181
Elite Financial Investments, Inc., Plaintiff VS. Melissa Sweiss, Defendant
Attorney for Tom Kaput, Plaintiff: Lee Jacobson (312) 600-5038 / 773-343-3889
**Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to
Curt's client.**

April 9, 2019 In the First Judicial District Court of Caddo Parish, Louisiana
Number 608, 673-B / Charles Lively Byrd, Jr., Independent Executor of the
Succession of Joe Edmondson Fortson VS. Carol M. Cotton and Benjamin Patrick
Cotten. Atty. for Carol & Benjamin Cotten: Richard E. Hiller, Esq.
**Curt Baggett Approved as an Expert following a Daubert Hearing - Appearance.
CASE SETTLED favorable to Curt's client.**

Curt Baggett – Expert Document Examiner

April 5, 2019	In the Superior Court of New Jersey Chancery Division – Family Part Middlesex County / Docket No.: FV-12-1003-19 / Kaitlin Guner, Plaintiff VS. Michael M. Satterfield, Defendant / Curt Baggett Appearance. CASE SETTLED favorable to Curt's client.
March 4, 2019	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett Approved as Expert by Court following a Daubert Hearing and Testified. Continued from 10-5-18
February 18, 2019	Justice of the Peace, Precinct 3, Place 2 in Richardson, Texas 75080 Case Number: JS-1700561N / Judge Steven L. Seider / PH: 214-904-3042 Nam, Soon Lee , Plaintiff VS. H5C LLC, Defendant Atty. for Defendant: Selim Fiagome / Judge ruled in favor of Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant)
January 29, 2019	In The Probate Court 2 of Tarrant County, Fort Worth, Texas 76196 No. 218-PR00332-2 / Judge Brooke Allen In The Estate of John Louis Wilson, Deceased Atty. Alex Tandy for Defendant, Twila Byard Curt Baggett Approved as Expert by Court following Daubert Hearing
November 16, 2018	In the Collin County Court at Law No. 4, McKinney, Texas 75071 Cause No. 004-01142-2018 / Judge David Rippel Drew Burgess, Petitioner VS. ASA Watkins, Collin County VSF, INC. & Safari Towing and Recovery, Co-Respondents / Attorney for Plaintiff: Bradley Voyles Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)
October 17, 2018	In the 11 th Judicial Circuit Court , Miami-Dade County, FL Case No. 2017-002035-CA-01 (11) Civil Division State Farm Mutual Automobile Insurance Company, Petitioner VS. Elba Barquero, individually, Respondents (Atty. for Respondent, Cam Justice) Oral DEPOSITION of Curt Baggett taken in Plano, TX by Atty. Joel Bernstein
October 16, 2018	In the Court of Common Pleas of Mercer County, Pennsylvania, Mercer, PA No. 2013-3437 / Senior Judge Paul F. Luty Jr. Nationstar Mortgage LLC, Plaintiff VS. Rebecca A. Crimone and Raymond S. Crimone, Defendants Pro Se – Jury Trial Curt Baggett Approved as Expert by Court and Testified (for Defendant)
October 5, 2018	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett made appearance at Hearing for Plaintiff – Judge dismissed Defendant's Motion to disqualify Curt Baggett as an Expert. Continued to 3-4-19

Curt Baggett – Expert Document Examiner

- September 18, 2018 In the 17th Judicial District Court of Tarrant County, Ft. Worth, TX 76196
No. 017-283888-16 / Judge Melody Wilkinson / PH: 817-884-1567 / 3rd floor
Ting Phetsalod, Plaintiff VS. Bounpanh Khounsaknarath, et al, Defendant
Attorney for Plaintiff, Rocky D. Crocker
Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)
- September 6, 2018 In the 6th NH Circuit Court – Probate Division, Concord, New Hampshire
Docket No. 317-2017-EQ-00967
Jonathan S. Stankatis Revocable Trust, As Amended
Atty. for Jonathan S. Stankatis Revocable Trust: Robert D. Hunt, Esq.
Oral **DEPOSITION** of Curt Baggett taken in Plano, TX by Atty. Kevin M. O'Shea
- September 4, 2018 In the 4th Judicial Circuit Court of Duval County Div. FM-C Room 742
Case No. / Judge John I. Guy / Jacksonville, FL 32202
Esther L. Ash, Pro Se
Court Testimony by Affidavit and APPEARANCE by Curt Baggett
- August 27, 2018 Hearing In the United States of America Southern District of Ohio Western Division
Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202
USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Bill Gallagher
Court Appointed Curt Baggett as Expert and Curt Testified (for Defendant)
- August 23, 2018 In the 73rd Judicial District Court of Bexar County, San Antonio, Texas 78205
No. 2017C118687 /
Christie Martinez-Encinas, et al, Plaintiff VS. Connie M. Mercado, Defendant
Atty. for Defendant: David Conrad Beyer
Order signed by Judge to Disallow QDE Expert Wendy Carlson's Testimony for Plaintiff
Curt Baggett Court Appearance Only for Hearing. Trial scheduled for 11-5-18.
- August 21, 2018 In the 325th Judicial District Associate Court of Tarrant County, Ft. Worth, TX 76196
No. 325-625377-17 / Judge Lori L. DeAngelis 5th floor
In the Matter of the Marriage of Ronald Wayne Hice, Jr. and Jessica Doris Hice
Atty. Andrew Howard & Atty. Ronald Harden for Jessica Hice
Curt APPEARED, and opposition attorney admitted to the court that Curt was right that the Notary falsified the document because she never saw or administered the oath to the signer.
- August 9, 2018 In the United States Middle District Court of Florida, Jacksonville Division
Case No. 3:17-00348-CIV-HES/MCR / Benjamin Michael DuBay, Plaintiff VS.
Stephen King; Media Rights Capital; Imagine Entertainment; Sony Pictures
Entertainment; Marvel Entertainment; Simon & Schuster, Defendants
Attorney for Plaintiff: Rob Cook, Esq in St. Augustine, FL
Oral **DEPOSITION** of Curt Baggett taken in Dallas, TX by Atty. Vincent Cox
- July 30, 2018 **Curt Baggett APPOINTED by Dept. of Justice, Federal Bureau of Prisons**
RE: 18875078, Buholtz, Kenneth for Buholtz Analysis
System Document Number T5141754 / United States Treasury

Curt Baggett – Expert Document Examiner

July 27, 2018 In the 160th Judicial District Court of Dallas County, Texas
Cause No. DC-17-11515 / Eva Shiells, Plaintiff VS. Ryan Hamilton, Mathew Hamilton, and American General Life Insurance, Defendants
Attorney for Eva Shiells (wife of attorney): Theodore Shiells
Attorney for Defendants: Atty. Lauren Cadillac represented at Depo by Atty. Willie Joseph for Defendants / Oral **DEPOSITION** of Curt Baggett taken at George Allen Courts Building, Court 5B by Attorney Theodore Shiells

July 5, 2018 In the Circuit Court of Cook County, Illinois / County Department-Chancery Division
Case No. 2015 CH 02216 / Sherry Spellers, Plaintiff VS. Metropolitan Life Insurance Co., et al, Defendant taken at Hyatt Place, Dallas, TX 75243
Eric M. White, Atty. for Plaintiff via cell phone / Phyllis Y. Price, Atty. for Defendant
Oral **DEPOSITION** of Curt Baggett taken in Dallas, TX by Atty. Phyllis Price.
Trial set for Sept. 10th & 11th, 2018 / **CASE SETTLED on 9-10-18.**

July 3, 2018 In the Superior Court of the State of Arizona, Count of Maricopa in Phoenix, Arizona
Case No.: CV 2015-013305 / Judge Margaret R. Mahoney / PH: 602-506-0387
Juan Thomas, Plaintiff, Pro Se VS. B.H. Madera At Metro LLC & Morrison, Ekre, & Bart Management Services, Inc. / **Curt Baggett Approved as Expert by Court and Testified** (for Plaintiff) via SKYPE on Computer

July 1, 2018 **COURT APPOINTED** In the United State of America Southern District of Ohio
Western Division / Case No. 1:17-cr-117 / Honorable Judge Michael Barrett
USA, Plaintiff VS. Qian Williams, Defendant

Bill Gallagher, Attorney for Defendant
Order from Judge Barrett to Appoint Curt Baggett as Handwriting Expert

June 27, 2018 In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301
Case No. CACE15018890 / Judge Barry Stone / Courtroom 4150, 4th floor
US Bank Nat. Assn., Plaintiff VS. Derelle W. Bunn, Defendant
Attorney Mark Klein for Defendant
Oral **DEPOSITION** of Curt Baggett taken in Courtroom

June 12, 2018 In the 15th Judicial Circuit Court of Palm Beach County, West Palm Beach, FL 33401
Case No.: 2018-CA-000154 / Judge Dana M. Santino / PH: 561-355-2431
Joshua Blanchard, Trustee, Plaintiff VS. John LeBeau; Unknown Tenant, Defendant
Atty. Labeed A. Choudhry for Defendant / Room 6A, 6th floor
Judge Dismissed in favor of Defendant
Curt Baggett Approved as Expert by Court and Testified (for Defendant)

June 6, 2018 In the 24th Judicial District Court of Victoria County, Texas 77902
Cause No. 16-10-80111-A / Court PH: 361-575-0581
Warren V. Alkek VS. Gary Branfman
Attorney Charlie J. Cilfone for Plaintiff
Court Ruled in favor of Plaintiff, Warren Alkek
Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)

Curt Baggett – Expert Document Examiner

May 29, 2018 For the 24th Judicial District Court of Victoria County, Texas 77902
Cause No. 16-10-80111-A
Warren V. Alkek VS. Gary Branfman
Attorney Charlie Cilfone for Plaintiff
Oral and Videotaped **DEPOSITION** of Curt Baggett at the offices of Werner Law Group in Victoria, Texas

May 23, 2018 In the Superior Courts of the Cordele Judicial Circuit, State of Georgia
Fitzgerald, GA / 2nd floor
Case No. / Judge David Hobby
Atty. Kyle C. Cook for Estate of McDonald
Curt Baggett Approved as Expert by Court and Testified

May 17, 2018 In the 55th District Civil Court of Harris County, Houston, Texas 77002
Cause No. 2016-40009 / Judge Jeff Shadwick / 9th floor PH: 832-927-2650
Fajardo, Miguel VS. Hernandez, Francisca Aida and Miguel
Attorney for Plaintiff, Louis A. McWherter / **Court Appearance Only**. When Curt showed up to testify, Defendant admitted to forgery and so stipulated in court.

April 19, 2018 In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301
Case No. 14-018936 / Judge Joel Lazarus / Courtroom 14160, 14th floor
HSBC Bank USA. Plaintiff V. Cary O. Lopez; Camille Lopez; et al, Defendants
Diana Ho-Yen, Esq. Attorney for Defendants / **Curt Testified**.

April 18, 2018 In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301
Case No. 14-008519 CF 10A / Judge Ernest A. Kollra / Courtroom 5750, 5th floor
State of Florida, Plaintiff V. John B. Robinson, Defendant
JURY Trial / Court PH: 954-831-7721 / Bruce Raticoff, Esq. Atty. for Defendant
Curt Baggett Approved as Expert by Court and Testified (for Defendant).

April 10 & 11, 2018 In the 422nd Court of Kaufman County / 100 W. Mulberry, Kaufman, Texas 75142
Case No. 99505-422 / Tracy Gray V. Dennis Jones / Visiting Judge Martin Lowry
Atty. Elizabeth Alvarez for Tracy Gray
Curt Baggett Approved as Expert by Court and Testified (for Judicial Candidate Tracy Gray). Baggett's testimony helped the court rule for a Special Election and Tracy Gray won 2,253 to 1,849.

April 5, 2018 In the 301st Judicial District Court of Dallas County, Dallas, Texas
No. DF-1614244 / Judge Mary Brown
In the Matter of the Marriage of Dawn Weeks Spalding and Stephen G. Spalding
Oral **DEPOSITION** of Curt Baggett recorded at Office of Robert Wood, Esq.,
Atty. for Steve Spalding / 6688 N. Central Expy. #1000, Dallas TX 75206

March 29, 2018 International Chamber of Commerce / International Court of Arbitration
ICC Case 22192/RD/MK Jack J. Grynberg (U.S.A.) and RSM Production Corporation (U.S.A.), Claimants V. Rodeo Resources. L.P. (U.S.A.) and Jim Ford (U.S.A.), Respondents / Arbitration Hearing at Office of Gary McGowan, 5009 Caroline St., Suite 100, Houston, TX 77004
Attorneys E. F. Mano DeAyala and Andrew C. Wright for Respondents

Curt Baggett – Expert Document Examiner

Curt Baggett Approved as Expert by Court and Testified (for Respondents).

March 26, 2018 And Feb. 26, 2018	In the 303 rd District Court, Dallas District Court, Dallas, Texas 75201 4 th floor Cause No. DF-17-18700 In the Matter of the Marriage of Patrice Dianne Jennison and Raymond Jennison / Judge Dennise Garcia Anthony Green, Esq for Raymond Jennison Curt Baggett Sworn in as Expert Witness on 2-26-18 and present to testify on 3-26-18. Case settled on 3-26-18 before Curt testified.
February 15, 2018	In the 95 th Judicial District Court of Dallas County, TX No. DC-17-16812 Marsha Lee, Executrix of the Estate of Josephine Dennis, Plaintiff VS. Brack Nelson and Herbert Harris, Defendants Attorney for Plaintiff: Michael E. Robinson Oral DEPOSITION – Curt testified in Plano, Texas – Collin County
February 12, 2018	Curt was Court Appointed and Court Approved as an Expert to render an opinion In the United States District Court of South Dakota Western Division United States of America, Plaintiff VS. Frank Gallardo, Defendant Case No. CR 15-50061 Expert Opinion Letter on signatures of Frank Thunder Hawk Gallardo Date: February 12, 2018
February 8, 2018	In the 15 th Judicial Circuit Court in Palm Beach County, WBP, FL 33401 Case No. 50-2009-CA-025627 (AF) / Judge Edward L. Artau PH: 561-355-2431 JP Morgan Chase Bank, Plaintiff VS. Yolette E. Sanguinetti, et al, Defendant Attys. For Defendant: Brian Korte & Daniel Bialczak - 9 th floor, Courtroom 9D Curt Baggett Approved as Expert by Court and Testified (for Defendant).
January 5, 2018	In the Probate Court of Dekalb County, State of Georgia Estate No. 2016-2288 / In the Estate of Jean Mitchell Jones, Deceased Thomas F. Jones, attorney for Jacqueline Woods Oral DEPOSITION (Curt testified via skype)
December 20, 2017 And Dec. 27, 2017	In the 418 th Judicial District Court of Montgomery County, Conroe, Texas 77301 Suite 217 / Court PH: 936-538-3618 Judge Tracy A. Gilbert / Associate Judge Scharlene R. Overstreet No. 17-03-04143 / In the Matter of the Marriage of Kathryn M. Danner and George Earl Danner / Robert Clements Atty. for Kathryn Danner Curt Baggett Approved as Expert by Court and Testified (for Kathryn Danner). Curt's client, Kathryn Danner won over 2 million dollars.
December 13, 2017	In the Justice of the Peace Court, Precinct 3, Place 1, Dallas County, TX Docket Number: JS-16-00417-A / Judge Al Cercone / PH: 214-321-4106 James Elbaor, Plaintiff VS. The Manning Group, Defendant Plaintiff's Atty. Matt McKool / Plaintiff won case. Curt Baggett Approved as Expert by Court and Testified (for Plaintiff).

Curt Baggett – Expert Document Examiner

November 29, 2017 In the Department of Workforce Development Equal Rights Division
ERD Case No. CR 201503242 / EEOC Case No. 26G201600194C
Administrative Law Judge Alice DeLaO
819 N. 6th St. room 723, Milwaukee, WI 53203-1687
Client: Kelvin Goodwin
Curt Attended Mediation.

October 17, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino / Continued from 7-31-17
Curt Baggett Approved as Expert by Court and Testified.

October 3, 2017 In the Justice of the Peace Court Precinct 1, Place 2, Lancaster, TX
Case No. JS-1700096K / Judge Valencia Nash / PH: 972-228-2272
Paul McCowan, Pro Se Plaintiff VS. Santander Consumer USA, Defendant
Court Appearance Only.

September 13, 2017 In the Court of Common Pleas, Ross County, Chillicothe, OH
Case No. 17CI000227 / Judge Scott W. Nusbaum / Court Ph: 740-702-3032
Todd Holdren et al, Plaintiff VS. Ingle-Barr, Inc. et al, Defendant
Plaintiff Attorney Mark A. Preston
Curt Baggett Approved as Expert by Court and Testified.

August 11, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida
Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell
Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor
Defendant Attorney Jawdet I. Rubaii / Non-Jury Trial
Case Continued from 7-27-17 / **Court Appearance only.**
Directed Verdict in Favor of Arty Joe's, Inc. before Curt was to take the stand as
Expert Witness for Arty Joe's, Inc.

July 31, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino / Continued from 3-2-17
Curt Baggett Approved as Expert by Court and Testified. Continued to 10-17-17

July 27, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida
Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell
Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor
Defendant Attorney Jawdet I. Rubaii / Non-Jury Trial
Court Appearance only. Case Continued to 08-11-17

July 14, 2017 In the 134th Judicial District Court of Dallas County, Dallas, Texas
George L. Allen, Sr. Courts Building, 6th Floor West (old)
Cause No. DC09-13760 Judge Dale Tillery / Court PH: 214-653-6995
Comerica Bank VS. Emmanuel Mainoo
Defendant Attorney Rachel Khirallah

Curt Baggett – Expert Document Examiner

Curt Baggett Approved as Expert by Court and Testified.

- June 20, 2017 In the Guadalupe County Court At Law, Seguin, Texas
Cause No. 2006-PC-0273 Judge Robin V. Dwyer / PH: 830-303-8869
In the Estate of Raymond Oatman Whipple, Jr., Deceased
Attorney John A. Mead - Jury Trial
Curt Baggett Approved as Expert by Court and Testified.
- June 15, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196
Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street
Judge Susan Heygood McCoy PH: 817-884-2691
Case No.
Metro Mobile electronic LLC VS. Collie Duran
Defendant Attorney: Frank Newman, Jr., Esq.
Curt Baggett Approved as Expert by Court and Testified. Continued from 6-9-17
- June 15, 2017 In Dallas County Court at Law No. 2, Dallas, Texas
George L. Allen, Sr. Courts – 5th floor
Cause No. CC-17-01445-B Judge King Fifer
Rafael Rivera, Plaintiff VS. Nenidia Guillen Robles and all
other occupants, Defendants
Attorney for Defendant, Thomas Jackson
Curt Baggett Approved as Expert by Court and Testified.
- June 14, 2017 In the 431st Judicial District Court of Denton County, Denton, Texas
Cause No. 2011-70623-431 Judge Brody Shanklin
In the Matter of the Marriage of Farah Diba Deendar-Yacoob
And Tabrez Yacoob
Atty. Andrew Howard
Curt Baggett Approved as Expert by Court and Testified. Case Continued
- June 13, 2017 In the 322nd Judicial District Court of Tarrant County, Ft. Worth, Texas
No. 322-614688-17 Judge Nancy L. Berger
In the Matter of the Marriage of Maria Delgado Lopez Yammine
And Imad Joseph Yammine / **Court Appearance Only.**
Atty. Ryan Hardy NO SHOW by other attorney – CONTINUED to 9-20-17
- June 9, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196
Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street
Judge Susan Heygood McCoy PH: 817-884-2691
Case No.
Metro Mobile electronic LLC VS. Collie Duran
Defendant Attorney: Frank Newman, Jr., Esq.
Curt Baggett Approved as Expert by Court and Testified. / Continued to 6-15-17
- May 26, 2017 In the 15th Judicial Circuit Court in Palm Beach County, WPB, FL 33401
JPMorgan Chase Bank, National Association Successor in Interest to Washington
Mutual Bank, Plaintiff V. Yolette E. Sanguinetti, et al, Defendants
Case No. 50-2009-CA-025627 (AF) / Court PH: 561-355-2431

Curt Baggett – Expert Document Examiner

Brian Korte, Esq. – Attorney for Defendants
Oral **DEPOSITION** (Curt Testified via Skype from Dallas, TX)

- May 2, 2017 In the District Court Division, Rockingham County, North Carolina
14 CVD 1034 / Judge James Allen Grogan / PH: 336-634-6012
Robert Lance Hash, Sr., Plaintiff VS. Kristen E. Kovach, Defendant
Atty. H. Craig Farver for Defendant
Curt Baggett Approved as Expert by Court and Testified via Skype.
- April 11, 2017 In the Tarrant County Court at Law No. 1 in Fort Worth, Texas 76196
Case: 2017-000668-1 / Judge Don Pierson / Court PH: 817-884-1457
TFHSP, LLP as Trustee V. Edgar Acosta and all occupants
4th Floor, Room 490 / Moses, Palmer, & Howell, LLP for Defendants
Appearance Only. Mediation Ordered by Judge.
- March 2, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino
Curt Baggett Approved as Expert by Court and Testified. Continued to 7-31-17
- Feb. 24, 2017 In the Circuit Court of the Eleventh Judicial Circuit
for Dade County, Miami, Florida
US Bank NA V. The Estate of Orestes Guirola Et Al
Case No. 12-24740 CA / Job #: 2549280 PH: 817-456-3327
Attorneys Carlos D. Lerman & Steven Liberty
Oral **DEPOSITION** (Curt testified via Skype in Dallas, TX)
- Feb. 2, 2017 In the Superior Court of Washington for King County, Seattle, WA
Case No. 15-2-03115-5 SEA / Hipps vs. Virginia Mason Medical Center
Clerk of Court PH: **(206) 296-9300**
Defendant Attorneys William J. Leedom & David M. Norman
BENNETT BIGELOW & LEEDOM P.S. | BBLLAW.COM
Oral **DEPOSITION** (Curt testified via Skype in Plano, TX)
- January 4, 2017 In the 310th Judicial District Court, Harris County, Houston, Texas
Cause No. 2015-24273 / Judge Lisa Millard
Sylvia Jimenez Scott VS. Angel Fidencio Trevino
Atty. Duana Boswell-Loechel - Litigation Director- Lone Star Legal Aid
Curt Baggett Approved as Expert by Court and Testified
- Oct. 20, 2016 In the Ninth Judicial Circuit Court, Orange County, Orlando, FL
Probate Division / Court Room 20A / Case Continued from 8-2-16.
Case No. 15-CP-1939 / Judge Jose R. Rodriguez
In Re: Estate of Donald Leroy Hall
Petitioner Attorney Daniel de Paz
Curt Baggett Approved as Expert by Court on 8-2-16 and Testified
via Skype from Richardson, TX

Curt Baggett – Expert Document Examiner

- Sept. 8, 2016 In The Supreme Court of the Commonwealth of the Bahamas
Ansbacher House, Nassau, Bahamas
2013/CLE/gen/007823 / Justice Ian Winder
Clayton Hillgrove Taylor V. Bank of the Bahamas
Attorney Arthur L. Minns
Curt Baggett Approved as Expert by Court and Testified.
- Aug. 10, 2016 In the 18th District Court Johnson County, Cleburne, Texas
Guinn Justice Center, Room 204, 3rd floor
Case No. F50740 / Judge John Neill / PH: 817-556-6820
Def. Attorney Don W. Bonner / Jury Trial
Curt Baggett Approved as Expert by Court and Testified.
- Aug. 3, 2016 In the Probate Court No. 1 Dallas County, Dallas, Texas
No. PR-13-968-1 Old Criminal Courts Building 2nd floor
Judge Brenda Hull Thompson / PH: 214-653-7236
Joe Davis Trial / Attorney Michael Todd
Curt Baggett Approved as Expert by Court and Testified.
- Aug. 2, 2016 In the Circuit County for Orange County, Orlando, FL
Probate Division / Court Room 20A
Case No. 15-CP-1939 / Judge Jose R. Rodriguez
In Re: Estate of Donald Leroy Hall
Petitioner Attorney Daniel de Paz
Curt Baggett Approved as Expert by Court to testify on 10-20-16 via Skype.
Case Continued to 10-20-16.
- June 23, 2016 In the 201st Judicial District, Travis County, Austin, Texas
345th District Courtroom, 4th floor, #412 PH: 512-854-9457
Cause No. D-1-FM-14-005909 / Judge Stephen Yelenosky
In the Matter of the Marriage of
Estela Trevino Dyer and Donald Edmund Dyer
Attorneys Cristi Trusler & Rebekah Duke Jury Trial.
Curt Baggett Approved as Expert by Court and Testified.
- June 8, 2016 In the Supreme Court of the Commonwealth of the Bahamas
Probate Side, No. 2015/PRO/cpr/00006 / Justice Ian Winder
Eleanor Brennen v. Carlton McMinns
Michael W. Horton, Esq. / Nassau, Bahamas
Curt Baggett Approved as Expert by Court and Testified.
- June 6, 2016 In the Supreme Court, Commonwealth of the Bahamas
Family Division, No. 00145 / Madam Justice Rhonda Bain
Steven Bernard D'Alewyn and Rosalyn Vanessa D'Alewyn
Alexander P. Maillis II, Esq. / Nassau, Bahamas
Curt Baggett Approved as Expert by Court and Testified.

Curt Baggett – Expert Document Examiner

June 2, 2016	In the Tarrant County Family Law Center / Ft. Worth, TX Case No. 360-5933-76-16 / Judge Cynthia Mendoza 360 th Court / Ph: 817-884-2720 Tanner J. Lippert V. Savannah Rhea Jeff Branch, Esq. Curt Baggett Approved as Expert by Court and Testified.
May 16, 2016	In the 18 th Judicial Circuit Court / Brevard County, Florida Case No. 2010 CA 033662 / Judge Lisa Davidson Moore Justice Center / Courtroom 2b / Ph: 321-617-7281 PNC V. Courtney Roberts Curt Baggett Approved as Expert by Court and Testified.
April 15, 2016	In The County Court at Law No. 1 / Tarrant County, Texas Cause No. 2014-000426-1 / Judge Don Pierson Court Clerk Ph: 817-884-2418 / 817-212-7074 David Hart v. Harley Davidson / Jack Peacock, Esq. Appearance. Case Continued.
April 13, 2016	Eighth Judicial District Court / Clark County, Las Vegas, Nevada Regional Justice Center / Ph: 702-671-4344 Case # P-15-086345-E / Judge (Commissioner) Wesley Yamashita Probate Estate of Wright, Charles Lowell / David C. Johnson, Esq. Curt Baggett Approved as Expert by Court and Testified.
February 10, 2016	In The Essex County Superior Court / Newark, New Jersey Case No. DC 010854-15 / Judge Frank Covello NJ Higher Education V. Manuel F. Ponte Jose B. Moreira, Esq. Law Firm Immediately after Judge Covello approved Curt Baggett to testify in his court, the opposition attorney settled.
January 14, 2016	In The Probate Court No. 1 of Dallas County, Texas Cause No. PR-15-03152-1 / Judge Brenda Hull Thompson Estate of David Clemmons, Deceased Susan M. Herndon, Esq.
December 17, 2015	Justice of the Peace, Precinct 3, Place 1 / Dallas, Texas Case # JS-1431021A / Judge Albert B. Cercone Carol M. Kam V. Western Surety / Pyke, David Appearance only.
December 15, 2015	Harris County 308 th Judicial District Court / Houston, Texas No. 2011-15816 / Associate Judge Alyssa Lemkuil Bishop V. Burroughs / Catherine Herrington Hale, Esq.
December 14, 2015	Cameron County Court at Law No 2 / Brownsville, Texas Judge Laura L. Betancourt Robert Robertson, Esq.

Curt Baggett – Expert Document Examiner

November 30, 2015	Woods County Courthouse / Alva, Oklahoma CF-2013-87 / Judge Justin Eilers The State of Oklahoma V. Michael Lynn Freeman Tim Pool, Esq. / Appearance only. Testimony filed.
November 19, 2015	In the County Court at Law No. 1 / Dallas County, Texas No. CC-15-04952-A / Judge D'Metria Benson Investors Mgs. Center V. John Dobbins
November 18, 2015	Court of Common Pleas in Franklin County, Ohio Case No. 14 JU 11807 / Magistrate Sanchez Criminal Division / State of Ohio V. Cassius Crome, Jr. Byron Potts, Esq. / Columbus, Ohio
November 13, 2015	The Circuit Court of Taney County / Branson, Missouri Estate No. 10AF-PR00229 / Division 1 Judge Tony Williams Regions Bank V. Ron Davis - Appearance only. Diana Brazeale, Esq. and Kelley Webb, Esq.
October 14, 2015	Harris County Civil Courts at Law #2, (Houston) Texas No. 947381 / Judge Theresa W. Chang Dixie Farm Texaco, Inc. V. Darinder Pal Singh, et al Carl A. Parker, Esq.
October 8, 2015	County Court at Law in Kerr County, Texas Cause No. CCL 15-3 / Judge Susan Harris In the Matter of the Estate of Antonio Ayala, Jr. Samira Mery Lineberger, Esq.
September 21, 2015	State of Texas V. Judge Alfred Isassi Case No. 15-CRF-0182 / Judge Robert Flores 105 th District Court of Kleberg County Texas (Kingsville) Eric Flores Esq. Attorney of Record
September 14, 2015	Circuit Court of Taney County, Missouri / Probate Division Page G. Schumacher Trust V. Regions Bank Estate No. 10AF-PR00229 Branson, Missouri / Ron Davis Attorney of Record Diana Brazeale, Esq. and Kelley Webb, Esq.
September 10, 2015	Court of Common Pleas in Franklin County, Ohio Criminal Division / State of Ohio V. Cassius Crome, Jr. Case No. 14 JU 11807 / Judge Preisie Byron Potts, Esq. / Columbus, Ohio
September 2, 2015	246 th District Court of Harris County, (Houston) Texas Case No. 2014-01759 / Judge Charley E. Prine, Jr. Zuraima Newson V. Frank Newsom Edmond N. O'Suji, Esq.

Curt Baggett – Expert Document Examiner

August 17, 2015	Appearance: Virginia In the Circuit Court of Orange CL 13000165 Judge Gaylord Fincus Robert Mayo, Plaintiff and Pro Se
August 12, 2015	Herman Lee Gibbons Case Lee and Roman Gibbons Client Dallas County Probate Court #3 Judge Margaret Jones Esq. Bryan Bethune Attorney of record
July 30, 2015	Betty Tillis Bankruptcy / Case No. 15-04059 Judge Michael D. Lynn Northern District of Texas / Fort Worth, Texas Andrew Dunlap Attorney of Record Curt Baggett Approved as Expert by Court and Testified for Betty Tillis Court ruled in favor of Curt's testimony for Betty Tillis
May 7, 2015	Judge Clay Poynor James Reed Level VS Jesse Sayles Level Attorney George R. Bienfang County court of law No. 2 / Case No 14-04-258 Wise County Richport, Texas
May 15, 2015	Deutsche Bank National Trust Company, As Trustee For American Home Mortgage Assets Trust 2006-6, Mortgage-Backed Pass- Through Certificates Series 2006-6 vs. Diane Mandel, et al. Judicial Officer James R. Thompson Case No. 2011-CA-055212 Twentieth Circuit Court, Lee County, Florida
March 27, 2015	Dakota Land and Cattle Company and DesLacs Valley Land Corp. V Jonathon Lochthowe Case # 51-2013-CV00456 / Judge Richard L. Hager North Central Judicial District / Ward County Court House 315 SE 3 rd St P.O Box 5005 / Minot, ND 58702
January 26, 2015	AET Enterprises Inc. vs. AET Enterprise, LLC Case No. CJ-2013-144 and Julie Pitts d/b/a AET Enterprise, LLC vs. The Coves et al., Case No. CJ-2013-145 Dale Marler and Mark Antinaro Attorneys of Record 501 West 1 st Street Claremore, Oklahoma 74017
January 8, 2015	Elaine Lett Murphy Cause # 231-558967-14 / Judge Sullivan presiding Laurie Robinson R.N. Attorney of Record Arbitration Sisemore Law Firm Prenuptial Agreement and Property Dispute
December 8, 2014	Farrell v. Farrell et All Cause # G -2010-992-T/I

Curt Baggett – Expert Document Examiner

	Judge Dewayne Farrell Jackson, Mississippi Ross Barnett Attorney of Record
December 4, 2014	Mallard Point Golf Course Cause # 2013-449 Lonoke County Circuit Court / Lonoke Arkansas Judge Sandy Huckabee Jeff Moore Attorney of Record Fraudulent Conveyance Suit
November 6, 2014	Kenneth Bryson V Kenneth Allison 207 th District Court / Judge Bruce Boyer Comal County Courthouse New Braunfels, Texas David Conrad Beyer Attorney of Record
October 23, 2014	Arapahoe County Elections How To Spot A Forgery Lecture and Seminar Corene Henage Interim Deputy of Elections 5334 Prince Street Littleton, Colorado 80120
October 10, 2014	Olympia Alvarado Vs Marla Alvarado Wolters et al.; Cause No. 2013-CL-09746 150 th Judicial District Court Bexar County Texas John Mead Attorney of Record 210-710-0981
October 3, 2014	Leonardo Hernandez Cause # 314-CV-02818-P 95 th Judicial Court Dallas Texas Judge Ken Molberg Dallas County Court 600 Commerce Dallas, Texas Sara Scott Attorney of Record
September 29, 2014	Elaine Lett Murphy Laurie Robinson R.N. Attorney of Record Cause # 231-558967-14 / Judge Jesus Navarez 231 st Judicial Court Fort Worth, Texas
September 19, 2014	National Union Fire Insurance Company of Pittsburgh, PA Through its attorney of record Jeffrey R. Parsons Dallas, Texas Calvin Leavelle Deposition
September 18, 2014	Sate of Oklahoma County of Delaware Jay, Oklahoma Angela Girdner Deposition

Curt Baggett – Expert Document Examiner

Betty Cartwright Attorney of Record

September 17, 2014

Delaware County Court
Judge Berry Benney
13th Judicial District Court
Cause # PB-06-84
327 5th Street Jay Oklahoma
John Watermelon /Edna Sultzer

September 16, 2014

District Court of Gregg County
188th Judicial Court
Judge Daniel Brabham
Hope McPherson v. Johnnie Gunn, Carolyn Gunn and John C.
Gunn Cause # 2011-2012A

August 13, 2014

NY19879 Civil Court The City of New York
County of Richmond
Judge Teresa Cippoteal
Attorney of Record Gary Pillersdorf
Celina Pawlowska V.
New York City Transit Authority The Metropolitan Transportation
Authority and the City of New York

August 1, 2014

United States District Court for the District of Montana
Ahmed A. Al-Aissa V Sears, Roebuck and Co.
Law Office of Urgan, Alexander, Zadick and Higgins P.C.
Deposition

July 16, 2014

Surrogates Court of New York
Judge Diane A. Johnson
2 Johnson Street
Brooklyn, New York 11201
Cause # 2065/A-207
Respondent John James Rollins
In The Matter of the Proceeding of Raymond Rollins as
Administrator of the Estate of Pearl James

June 2, 2014

Surrogates Court of New York
Judge Diane A. Johnson
2 Johnson Street
Brooklyn, New York 11201
Cause # 2065/A-207
Respondent John James Rollins
In The Matter of the Proceeding of Raymond Rollins as
Administrator of the Estate of Pearl James

May 19, 2014

Cause No ESPR018476
Joanne Crew Probate

Curt Baggett – Expert Document Examiner

	In The Iowa Probate Court in and for Cedar County Judge Mike Lawson Tipton, Iowa
May 15, 2014	Cause No DC-13-290 Israel Garcia V Zulema Gonzalez A.K.A Zulema Morin In the District Court 229 th Judicial District Duval County, Texas Deposition
May 11, 2014	San Antonio, Texas No 2728; Cause No. 2012-CI-19200 Court 57 / Judge Phyllis Speedlin In the Matter of the Marriage of Gobel Attorney James E. Monnig
May 12, 2014	Cause DC-13-13137-D Leonardo Hernandez Garcia V. General Packaging Corp. Dallas County, Texas 95 th Judicial, District Arnold, Arnold, & Itkin LLP Paul Skrabanek
April 22, 2014	In the County Court at Law, Harris County, Texas Case No. 1035401 Angle Salon Corporation V. Dung Chau, Oanh Bui, Vi Phuong Pham D/B/A Pro Salon Defendants Attorney Allan Cease Deposition
April 14, 2014	George Risner V. Harris County Republican Party 269 District Court Harris County, Houston Case 2014-02621 / Judge Don Burgess Appeals Court Judge from Beaumont, Texas
March 10, 2014	The 42nd Judicial District of the <i>Louisiana</i> District Court Mansfield, Louisiana at the DeSoto Parish Annex Bldg. Judge Robert Burgess presiding Cause # 74275 In Succession Kattie Russell –vs.-Ben Russell Attorney of Record: Christopher Sices
March 5, 2014	Court of Common Place Harrison County, OH Case No. CVH 20130022 / Judge Lintons Lewis Jr. Sharon Stitt vs. Jamie
February 13, 2014	Eastern Caribbean Supreme Court Tortola British Virgin Islands Robert J. Tarlecky case

Curt Baggett – Expert Document Examiner

Attorney of Record: Bob W. Lentz

January 30, 2014	In the Circuit Court of the First Judicial Circuit Santa Rosa County, Florida Case No. 2011 CA 000054 Deposition Wells Fargo Bank, NA vs. Douglas Paul Perryman, Tricia Rene Simon / Attorney Farrar
January 22, 2014	In the Federal Court New Orleans, LA Hale Boggs Federal Building Docket Number 2013-0190 / Judge Bruce T. Smith United States Coast Guard vs. Nelson G. Hopper Attorney Bill Hidalgo (985) 249-5195
January 16, 2014	In the 138 th District Court Cameron County, Texas Cause No. 2012-DCL-4772-B / Judge Arturu C. Nelson Michelle Atkinson vs. Orlando Robles
January 10, 2014	In the 302 nd District Court Dallas County, Texas Cause No. 1200649-V / Judge Tena Callahan In the interest of Elva Steele
January 9, 2014	In the Branch 1 Court Marathon County Cause No. 2013-SC-669 / Judge Jill Falstad Stanley Miller Estate vs. Diane Story, Wausau, Wisconsin Attorney Andrew Schmidt (715) 845-9621
December 16, 2013	Appeal Hearing State of Georgia Employment Commission Adam Carson vs. The State of Georgia Hearing Officer: Jacqueline Kennedy Dvorak
November 5, 2013	In the 224 th District Court Bexar County, Texas Kader Solomon v. Wael M. Sulieman Cause No. 2013-CI-06053 / Judge Larry Noll
October 31, 2013	In the 251 st District Court Randall County, Texas Cause No. 63,887-C Lawrence Schaeffer and Estelle Archer: Plaintiffs, Counter-Defendants v. David Allison and Austin Equity Investor: Ltd., Defendants, Counter-Plaintiffs and Richard K. Archer: Intervenor and Eileen Allison: Intervenor

Curt Baggett – Expert Document Examiner

October 4, 2013	In the 219 th District Court Collin County, Texas Cause No. 219-02861-2013 Ex Parte V. Allison Moore / Judge Scott. J. Becker
October 2, 2013 Sparta, Tennessee Attorney Doug Fields	In the Chancery Court White County, Tennessee Cause No. 2012-CV-39 Robinson V. Robinson / Judge Ronald Thurman
August 27, 2013 Attorney Dantone, Frank	In the Chancery Court Washington County, Mississippi Cause No. 20120419 / Judge Franklin S. Thackston
July 23, 2013 Attorney Walter L. Taylor	In the 20 th Judicial District Milam County, Texas Shannon Farr v. Terry Nevitt Farr, et al. Cause No. CV-35-208 / Judge John W. Youngblood
July 19, 2013 Attorney Noaman Azhar	U. S. Department of Justice, Executive Office for Immigration Review Dallas County, Texas In the Matter of Md. Rafiqul Islam Khan in Removal Proceedings Case No. A-203-278-078 / Judge Robert Wayne Kimball
July 8, 2013	Taverna v. Fonseca Miami Dade County, Florida Judge Rosa I. Rodriguez
June 17, 2013	In the County Court In and For Broward County Florida Myriam Etienne v. Hope Health Career Institute Case No. 11-11558 / Judge Luis H. Schiff
June 7, 2013 Attorney William H. Davie II	In the Small Claims Division of the County Court In and For Clay County, Florida Tiffany Raye Gaskell v. Alexandra Bethany Crystal Day Case No. 2012-SC-000157
May 13, 2013 Attorney Jim Erwin	Thirteenth Judicial Circuit Court County of Pickens, South Carolina James Earl Shivers v. Mary Eugena Shivers Case No. 2008-DR-39-253 / Judge Alvin Johnson
April 30, 2013 Attorney Andres Reyes	County Court at Law 1 Webb County, State of Texas In the Estate of Rosa Maria Mares, Deceased Case No. 2012PB5000008-L1 / Judge Alvino Ben Morales

Curt Baggett – Expert Document Examiner

April 22, 2013
Attorney Cyndi Nahas

Collin County, State of Texas
State of Texas v. Allison Faye Moore
File No. 416-81602-2012
Judge Chris Oldner

** Court Appointed Expert*

March 23, 2013
Attorneys Fred Koenke and
Scott Collier

19th Judicial District Court
Parish of East Baton Rouge
State of Louisiana
State of Louisiana v. Dominique Smith
No. 08-08-0005 / Judge Anthony J. Marabella

February 11, 2013
Attorney Robert C. Allen

Circuit Court for Escambia County
Probate Division, State of Florida
In Re: Estate of Erma Averhart
File No. 1972-CP-3767 / Judge J. Scott Duncan

Exhibit 16



Lindsey Licari, You're Prequalified!

Hi Lindsey Licari,

Congratulations on your Prequalified Approval! This letter is for your records. Please share the enclosed **agent copy** with your real estate agent and feel free to start house hunting today.

You're prequalified up to \$400,000	
Loan #	3490128529
Loan Program	FHA 30 Yr Fixed
Valid Until	02/22/2022

This amount is not contingent upon the sale of another home.

We did an initial review of the income, credit and asset information you provided over the phone. This amount includes estimated property taxes and insurance.

What are my next steps?

Maximize your buying power today by submitting your remaining documentation to get a Verified Approval. With our Verified Approval, our underwriting team has already verified your credit, income and assets, which allows you to make a stronger offer on the home you want.

By allowing us to verify more of your information, you can be even more confident you'll close on your new home. If you don't close based on our review, we'll pay you \$1,000.¹

Contact me today to get your Verified Approval.

Patrick Hudec

Purchase Mortgage Banker

NMLS # 1794719

Licensed in the state of Georgia

(800) 226-6308, ext. 68373

Cell: (440) 263-5114

Fax: (833) 334-1493

Email: PatrickHudec@rocketmortgage.com

Power Buying ProcessSM



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Track Your Status

Income	Verified by Underwriter: 11/26/2021	✓
Assets	Client Reported: 11/24/2021	✗
Credit	Verified by Underwriter: 11/26/2021	✓



Be Prepared with Our Home Buyer's Guide

Go to **QLguide.com** for our easy-to-use Home Buyer's Guide. This step-by-step guide will help you understand the entire mortgage process from start to finish. Be sure to check out the helpful calculators designed to ensure you're prepared for your new home purchase.



1050 Woodward Avenue | Detroit, MI 48226

¹Participation in the Verified Approval program is based on an underwriter's comprehensive analysis of your credit, income, employment status, debt, property, insurance, appraisal and a satisfactory title report/search. If new information materially changes the underwriting decision resulting in a denial of your credit request, if the loan fails to close for a reason outside of Rocket Mortgage's control, or if you no longer want to proceed with the loan, your participation in the program will be discontinued. If your eligibility in the program does not change and your mortgage loan does not close, you will receive \$1,000. This offer does not apply to new purchase loans submitted to Rocket Mortgage through a mortgage broker. Additional conditions or exclusions may apply.

²RateShield gives you a Verified Approval and allows you to lock your rate for up to 90 days. This protects you from rate increases between now and the time you find a home. Once you find your home, if rates have decreased, you'll be able to lower your rate one time; if rates have gone up, your rate will stay the same. Please contact your Home Loan Expert for additional information. This offer is only valid on certain 30-year purchase loans.

This Prequalification is valid for 90 days from the date of credit pulled. If we do not receive an executed purchase agreement within 90 days, we will regrettably be unable to give further consideration to your credit request. This Prequalification is not a final loan approval or a commitment to lend. This Prequalification is contingent on an approved loan application, which will include verification and approval of the information we received to issue this Prequalification as well as your credit, income, employment status, debt, property, insurance, appraisal and a satisfactory title report/search. If this is for a primary residence it may be contingent on the sale of your current home. Not all properties are eligible for financing. Interest rates are used for qualifying purposes only and do not constitute a rate lock commitment.

Rocket Mortgage, LLC; NMLS #3030; www.NMLSConsumerAccess.org. Equal Housing Lender. Licensed in 50 states. AR, TX: 1050 Woodward Ave., Detroit, MI 48226-1906, (888) 474-0404; AZ: 1 N. Central Ave., Ste. 2000, Phoenix, AZ 85004, Mortgage Banker License #BK-0902939; CA: Licensed by Dept. of Business Oversight, under the CA Residential Mortgage Lending Act and Finance Lenders Law; CO: Regulated by the Division of Real Estate; GA: Residential Mortgage Licensee #11704; IL: Residential Mortgage Licensee #4127 - Dept. of Financial and Professional Regulation; KS: Licensed Mortgage Company MC.0025309; MA: Mortgage Lender License #ML 3030; ME: Supervised Lender License; MN: Not an offer for a rate lock agreement; MS: Licensed by the MS Dept. of Banking and Consumer Finance; NH: Licensed by the NH Banking Dept., #6743MB; NV: License #626; NJ: New Jersey - Rocket Mortgage, LLC, 1050 Woodward Ave., Detroit, MI 48226, (888) 474-0404, Licensed by the N.J. Department of Banking and Insurance.; NY: Licensed Mortgage Banker - NYS Banking Dept.; OH: MB 850076; OR: License #ML-1387; PA: Licensed by the Dept. of Banking - License #21430; RI: Licensed Lender; WA: Consumer Loan Company License CL-3030. Conditions may apply.

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1050 Woodward Avenue | Detroit, MI 48226

Real Estate Agent Copy

November 26, 2021

Dear Real Estate Professional,

It's my pleasure to inform you that we have Prequalified Lindsey Licari, for the following home loan.

Program: FHA 30 Yr Fixed
Loan Amount: \$386,000
Sales Prices: \$400,000
Expiration Date: 02/22/2022

This amount is not contingent upon the sale of another home.

I have reviewed a full copy of the credit report and considered all assets and income provided. A complete application package must be reviewed by our underwriting team for your client to be considered fully approved. This approval letter does not constitute an interest rate commitment.

If there is anything I can do to be of assistance, please reach out to me with the contact information provided below.

Sincerely,

Patrick Hudec

Purchase Mortgage Banker

NMLS # 1794719

Licensed in the state of Georgia


(800) 226-6308, ext. 68373

Cell: (440) 263-5114

Fax: (833) 334-1493

Email: PatrickHudec@rocketmortgage.com

Exhibit 17



1 **MAFC**

Michael J. Nuñez, Esq.

2 Nevada Bar No. 10703

mnunez@murchisonlaw.com

3 Tyler N. Ure, Esq.

Nevada Bar No. 11730

ture@murchisonlaw.com

4 **MURCHISON & CUMMING, LLP**

5 350 South Rampart Boulevard, Suite 320

Las Vegas, Nevada 89145

6 Telephone: (702) 360-3956

Facsimile: (702) 360-3957

7 Attorneys for Defendants,

8 **JENNINGS AND FULTON LTD,**

ADAM FULTON, JARED JENNINGS and

9 **LOGAN WILLSON**

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12
13 LINDSEY LICARI, an individual,

14 Plaintiff,

15 vs.

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

CASE NO. A-20-820446-C

Dept. No.: XX

HEARING REQUESTED

**DEFENDANTS' MOTION FOR FEES
AND COSTS**

23 Defendants JENNINGS AND FULTON LTD, ADAM FULTON, JARED JENNINGS
24 and LOGAN WILLSON ("Defendant," "JENNINGS AND FULTON" or "J&F"), by and through
25 their attorneys of record, Murchison & Cumming, LLP, file their Motion for Fees and Costs
26 pursuant to NRCP 68, NRCP 54 and NRS 18.010 et seq.

27 ///

28 ///

1 This Motion is based on the Memorandum of Points and Authorities, all the pleadings
2 and papers on file herein, attached exhibits, and such argument as the Court may allow at the
3 hearing of this Motion.

4 DATED: December 21, 2021

5 **MURCHISON & CUMMING, LLP**

6
7 By /s/ Tyler N. Ure

8 Michael J. Nuñez, Esq.

9 Nevada Bar No. 10703

10 Tyler N. Ure, Esq.

11 Nevada Bar No. 11730

12 350 South Rampart Boulevard, Suite 320

13 Las Vegas, Nevada 89145

14 Attorneys for Defendants,

15 JENNINGS AND FULTON LTD,

16 ADAM FULTON, JARED JENNINGS and

17 LOGAN WILLSON
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 This case legal malpractice claim that was filed simply to harass Defendants. This
5 lawsuit is one of many others that Plaintiff has filed against J & F. A vexatious litigation order
6 has already been issued by this court due to the amount of frivolous lawsuits filed by Plaintiff.

7 **II.**

8 **LEGAL STANDARD**

9 **A. Legal Standard to Award Fees Under NRS 18.010.**

10 NRS 18.010(2) states that "the court may make an allowance of attorney's fees. . ."

11 (b) Without regard to the recovery sought, when the court finds that the claim,
12 counterclaim, cross-claim or third-party complaint or defense of the opposing
13 party **was brought or maintained without reasonable ground or to harass**
14 **the prevailing party**. The court shall liberally construe the provisions of this
15 paragraph in favor of awarding attorney's fees in all appropriate situations. It is
16 the intent of the Legislature that the court award attorney's fees pursuant to this
17 paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of
18 Civil Procedure in all appropriate situations to punish for and deter frivolous or
vexatious claims and defenses because such claims and defenses overburden
limited judicial resources, hinder the timely resolution of meritorious claims and
increase the costs of engaging in business and providing professional services
to the public. (Emphasis added.)

19 In determining the amount of reasonable attorney's fees, the Nevada Supreme Court
20 found a district court can multiply "the number of hours reasonably spent on the case by a
21 reasonable hourly rate."¹ In determining whether the amount is reasonable, the court must
22 also consider (1) the qualities of the advocate, i.e., his ability, training, education, experience,
23 professional standing, and skill; (2) the character of the work to be done; (3) the work actually
24 performed by the lawyer; and (4) the result (the "Brunzell Factors").²

25 ///

26 ///

27
28 ¹ Herbst v. Humana Ins. of Nevada, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989).

² Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 **B. Legal Standard to Award Fees Under NRCP 54.**

2 (a) **Definition; Form.** "Judgment" as used in these rules includes a decree and
3 any order from which an appeal lies. A judgment should not include recitals of
4 pleadings, a master's report, or a record of prior proceedings.

5 (d) **Attorney Fees.**

6 (1) **Reserved.**

7 (2) **Attorney Fees.**

8 (A) **Claim to Be by Motion.** A claim for attorney fees must be made
9 by motion. The court may decide a postjudgment motion for attorney fees
10 despite the existence of a pending appeal from the underlying final judgment.

11 (B) **Timing and Contents of the Motion.** Unless a statute or a court
12 order provides otherwise, the motion must:

13 (i) be filed no later than 21 days after written notice of entry of
14 judgment is served;

15 (ii) specify the judgment and the statute, rule, or other grounds
16 entitling the movant to the award;

17 (iii) state the amount sought or provide a fair estimate of it;

18 (iv) disclose, if the court so orders, the nonprivileged financial
19 terms of any agreement about fees for the services for which the claim
20 is made; and

21 (v) be supported by:

22 (a) counsel's affidavit swearing that the fees were
23 actually and necessarily incurred and were reasonable;

24 (b) documentation concerning the amount of fees
25 claimed; and

26 (c) points and authorities addressing the appropriate
27 factors to be considered by the court in deciding the motion.

28 **III.**

LEGAL ARGUMENT

1 **A. Under NRCP 54, Defendant Jennings & Fulton, LTD Request Their Damages**
2 **Under Their Malpractice Claim Be All Attorney's Fees and Costs Incurred With a**
3 **Treble Calculation for the Fraud Claims.**

4 NRCP 54 allows a prevailing party to move their fees and costs, after judgment is
5 entered. Here, this Court granted Defendants' motion for summary judgment on their fraud in
6 the inducement and trespass claim – it was unopposed. This application is timely and
7 appropriate. The nature and quality of the work conducted is outlined below, as required under
8 NRCP 54.

9 ///

1 **B. Defendants Are Entitled to Attorney's Fees and Costs Incurred Since the**
2 **Inception of the Current Matter Pursuant to NRS 18.010.**

3 Plaintiff's case was "brought or maintained without reasonable ground" and "to harass
4 the prevailing party." Plaintiff's complaints seems to arise out of a cluster of legal actions that
5 Plaintiff was previously involved in. The current complaint alleges legal malpractice among
6 other causes of action that arise from a real estate transaction Plaintiff was involved in and a
7 defamation action Plaintiff retained the services of J & F to defend.

8 The Complaint was meritless and that Plaintiff filing this simply to harass Defendants
9 has become abundantly clear when this court sees she has not been actively involved in this
10 case. This court has already found Plaintiff to be engaging in a "pattern of harassing and
11 threatening behavior directed at the litigants and other employees of J&F, both in person at
12 the offices of J&F and through electronic means." See Order Granting Motion for Temporary
13 Restraining order and Motion for Injunctive Relief.

14 Plaintiff did not file an opposition to Defendants' motion for summary judgment filed
15 October 4, 2021 that was granted on November 10, 2021.

16 The current complaint lacks any basis and while a single complaint having completely
17 meritless claims could arguably considered excusable for a Pro Se Litigant, this court should
18 consider the fact this lawsuit is merely one of many filed by Plaintiff against J&F and other
19 parties that are meritless, and on that basis, fees and costs pursuant to NRS 18.010 should
20 be granted.

21 **C. Defendants' Fees and Costs are Reasonable and Customary as Considered Under**
22 **the Brunzell Factors.**

23 Nevada Courts have adopted the analysis outlined in Brunzell to determine whether the
24 attorneys' fees and costs requested by a law firm are reasonable and customary. Brunzell v.
25 Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31 (1969). The following proves the attorneys'
26 fees and costs requested here are reasonable and customary should this court grant
27 Defendants' motion for attorneys' fees and costs.

28 ///

1 **1. Quality of counsel's advocacy.**

2 **(a) Michael Nuñez, Esq.**

3 Mr. Nuñez is a Senior Partner and the Partner-in-Charge of Murchison & Cumming's
4 Las Vegas office; he is AV-rated and is licensed to practice in Nevada since 2007. Mr. Nuñez
5 is also licensed in California. Mr. Nuñez successfully argued dozens of cases before the
6 California Court of Appeals and the United States Appellate Court for the Ninth Circuit and
7 received published opinions from the Nevada Supreme Court. As a trial attorney, Mr. Nuñez
8 has litigated – and taken to verdict – multiple personal-injury and premises liability matters.

9 **(b) Tyler Ure, Esq.**

10 Tyler Ure is a Senior Associate at Murchison & Cumming since 2015. Tyler Ure was
11 admitted to practice in 2009. Tyler Ure has worked on numerous high-profile, high-value
12 personal injury, wrongful death, business litigation, insurance litigation cases, professional
13 liability and commercial general liability. He has taken cases to trial throughout his professional
14 career. Tyler Ure was recently recognized by "The Best Lawyers in America 2022."

15 **2. Character of the work to be done.**

16 This matter involves a malpractice suit against Defendants arising from a family law
17 matter Defendants represented Plaintiff in and that Plaintiff obtained an unfavorable outcome
18 in. This lawsuit is one of many other lawsuits Plaintiff has filed against others where the
19 charges are alleged to be frivolous. Plaintiff has filed such an extraordinary amount of
20 questionably frivolous lawsuits that she has been issued a vexatious litigant order by the Eighth
21 Judicial District Court of Clark County requiring any lawsuit she files with this court to first be
22 reviewed by the Chief Judge.

23 **3. The work actually done.**

24 The fees requested by Defendants are exclusive to work performed by counsel on
25 behalf of Defendants in this case and limited to the defense of Plaintiff's frivolous claims. All
26 the work was performed in a reasonable, diligent and thorough fashion. A paralegal/law clerk-
27 which has an hourly rate- was utilized where practicable.

28 ///

1 **4. The results obtained.**

2 Defendants successfully secured judgment in their favor via the granting of a motion
3 for summary judgment that dismissed all claims.

4 **D. Defendants Seek a Reasonable Fee for the Work Performed.**

5 Once an entitlement to a fees and cost award is established, the Court must determine
6 the amount. Nevada courts have discretion in selecting the method to determine the amount
7 of attorneys' fees to be awarded provided that it is reasonable and fair. See Schuette v. Beazer
8 Homes Holdings Corp., 124 P.3d 530, 548-549 (Nev. 2005) (granting discretion to trial court
9 to determine method but noting that the Brunzell factors should be analyzed as part of the
10 determination).

11 A reasonable hourly rate is calculated according to the current, prevailing market rates
12 in the community charged by attorneys "of reasonably comparable skill, experience and
13 reputation." Blum v. Stenson, 465 U.S. 886, 895-896, n. 11 (1984).

14 Here, the rate for Michael J. Nuñez was \$250 per hour; the rate for Tyler N. Ure was
15 \$250 per hour; and the rate for Manuel R. Gurule was \$100 per hour as a law clerk and \$250
16 per hour as a licensed attorney. The Court may look to a firm's own rate for evidence of the
17 comparable rate: the fact "[t]hat a lawyer charges a particular hourly rate, and gets it, is
18 evidence bearing on what the market rate is, because the lawyer and his clients are part of the
19 market." Carson v. Billings Police Dep't, 470 F.3d 889, 892 (9th Cir. 2006). These rates are
20 reasonable for the market.

21 In this case, Defendants request the maximum attorneys' fees allowed under NRS
22 18.010 of \$64,715.00 and costs of \$704.28 in the total amount of \$65,419.28. To support this
23 request, M&C's relevant billing records and invoices will be supplemented for this Court's
24 review. See Declaration of Tyler Ure.

25 In considering the number of years that attorneys Michael Nuñez, and Tyler Ure, the
26 number of cases tried, and skill-set they and the firm developed over the years by practicing
27 in both State and Federal Court in this jurisdiction and others, the rate charged and total
28

1 amount incurred in attorneys' fees is reasonable, if not slightly below market for defense hourly
2 rates.

3 **IV.**

4 **CONCLUSION**

5 For the reasons stated herein, Defendants respectfully request this court award
6 Defendants' attorneys' fees in the amount of \$64,715.00 and an award of costs in the amount
7 of \$704.28, for a total award of \$65,419.28. Defendants further request the total awarded be
8 multiplied by a factor of 3 as treble damages for Plaintiff's frivolous fraud claims against
9 Defendant, for a grand total of \$196,257.84, against Plaintiff LINDSEY LICARI.

10 DATED: December 21, 2021

11 **MURCHISON & CUMMING, LLP**

12 By /s/ Tyler N. Ure

13 Michael J. Nuñez, Esq.

14 Nevada Bar No. 10703

15 Tyler N. Ure, Esq.

16 Nevada Bar No. 11730

17 350 South Rampart Boulevard, Suite 320

18 Las Vegas, Nevada 89145

19 Attorneys for Defendants,

20 JENNINGS AND FULTON LTD,

21 ADAM FULTON, JARED JENNINGS and

22 LOGAN WILLSON
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1 **PROOF OF SERVICE**

2 **STATE OF NEVADA, COUNTY OF CLARK**

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

5 On December 21, 2021, I served true copies of the following document(s) described
6 as **DEFENDANTS' MOTION FOR FEES AND COSTS** on the interested parties in this action
as follows:

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

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

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

Plaintiff In Proper Person

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

17 Executed on December 21, 2021, at Las Vegas, Nevada.

18
19 /s/ Nicole Garcia
20 Nicole Garcia
21
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27
28



1 NEOJ
2 GARRETT R. CHASE, ESQ.
3 Nevada Bar No. 14498
4 SHUMWAY VAN
5 8985 South Eastern Ave., Suite 100
6 Las Vegas, Nevada 89123
7 Telephone: (702) 478-7770
8 Facsimile: (702) 478-7779
9 Email: garrett@shumwayvan.com
10 Attorney for Plaintiffs Linda Perdue
11 & Naw Real Estate Inc.

8 EIGHTH JUDICIAL DISTRICT COURT
9 CLARK COUNTY, NEVADA

9 LINDA PERDUE also known as LINDA NAW,
10 an individual; NAW REAL ESTATE INC., a
11 Nevada Corporation,

Case No.: A-18-786141-C
Dept. No.: XVIII

12 Plaintiffs,

13 v.

NOTICE OF ENTRY OF ORDER

13 LINDSEY LICARI also known and LINDSEY
14 ANTEE, an individual; DOES I through X,
15 inclusive,

16 Defendants.

17 TO ALL INTERESTED PARTIES:

18 PLEASE TAKE NOTICE that an Order Granting Plaintiff's Order for Default Judgement
19 was entered by this Court on the 18th day of November, 2021 in the above-captioned matter, a
20 copy of which is attached hereto.

21 Dated this 19th day of November 2021.

22 SHUMWAY VAN

23
24 By: /s/ Garrett R. Chase
25 GARRETT R. CHASE, ESQ., #14498
26 8985 S. Eastern Ave., Suite 100
27 Las Vegas, Nevada 89123
28 Attorney for Plaintiffs Linda Perdue
& Naw Real Estate Inc.

SHUMWAY - VAN

8985 South Eastern Avenue, Suite 100

Las Vegas, Nevada 89123

Telephone: (702) 478-7770 Facsimile: (702) 478-7779

SHUMWAY • VAN

8985 South Eastern Avenue, Suite 100

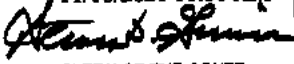
Las Vegas, Nevada 89123

Telephone: (702) 478-7770 Facsimile: (702) 478-7779

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of SHUMWAY VAN, and on this 19th day of November, 2021 I electronically filed and served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** to all registered parties listed on the Court's electronic master service list in accordance with NEFCR 9.

/s/ Marina Scott
Employee of Shumway Van


CLERK OF THE COURT

GARRETT R. CHASE, ESQ.
Nevada Bar No. 14498
SHUMWAY VAN
8985 South Eastern Ave., Suite 100
Las Vegas, Nevada 89123
Telephone: (702) 478-7770
Facsimile: (702) 478-7779
Email: garrett@shumwayvan.com
*Attorney for Plaintiffs Linda Perdue
& Naw Real Estate Inc.*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

LINDA PERDUE also known as LINDA NAW,
an individual; NAW REAL ESTATE INC., a
Nevada Corporation,

Plaintiffs,

v.

LINDSEY LICARI also known and LINDSEY
ANTEE, an individual; DOES I through X,
inclusive,

Defendants.

Case No.: A-18-786141-C
Dept. No.: XVIII

DEFAULT JUDGMENT

Having considered Plaintiffs LINDA PERDUE and NAW REAL ESTATE INC.'s (collectively, "Plaintiffs") Application for Default Judgment filed August 6, 2021, along with the attached affidavit in support thereof, the prior Order Granting Plaintiffs' Petition for Sanctions Pursuant EDCR 2.68(c) and Striking Defendant's Answer entered on June 11, 2021, the Memorandum of Costs and Fees filed November 10, 2021, the pleadings and papers on file herein, and the testimony presented at the prove-up hearing on October 5, 2021, and good cause appearing therefore:

IT IS HEREBY ORDERED that JUDGMENT on Plaintiffs' claims for defamation, defamation per se, and business disparagement is entered in favor of Plaintiffs in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00).

IT IS FURTHER ORDERED that Plaintiffs are awarded reasonable attorney's fees in the amount of \$64,069.50 and costs in the amount of \$1,670.17, for a total of \$65,739.67, as set forth in the Memorandum of Fees and Costs.

SHUMWAY • VAN

8985 South Eastern Avenue, Suite 100

Las Vegas, Nevada 89123

Telephone: (702) 478-7770 Facsimile: (702) 478-7779

1 **IT IS FURTHER ORDERED** that Plaintiffs are entitled to interest on the total principal
2 damages award of **\$215,739.67** at the legal rate thereon from the date of this Default Judgment
3 until paid in full.

4 **IT IS FURTHER ORDERED** that Plaintiffs' request for injunctive relief be granted, and
5 that Defendant Lindsey Licari be enjoined from maintaining any posts pertaining to Linda Perdue,
6 Linda Naw, or Naw Real Estate Inc. including but not limited to the posts specifically described
7 in Plaintiffs' Application for Default Judgment, and any posts and/or videos referencing Linda
8 Perdue, Linda Naw, or Naw Real Estate Inc. that currently posted, printed, or otherwise publicized
9 on any of the following websites and/or webpages:¹

10 - www.Change.org

- 11 o [https://www.change.org/p/governor-sisolak-aaron-ford-arrest-nikki-sikalis-bott-](https://www.change.org/p/governor-sisolak-aaron-ford-arrest-nikki-sikalis-bott-linda-naw-and-bobby-antee-and-address-the-corruption-in-nevada-courts?utm_source=share_petition&utm_medium=custom_url&recruited_by_id=097e1610-c5da-11e7-a46e-9be95dbeebe9;)
12 [linda-naw-and-bobby-antee-and-address-the-corruption-in-nevada-](https://www.change.org/p/governor-sisolak-aaron-ford-arrest-nikki-sikalis-bott-linda-naw-and-bobby-antee-and-address-the-corruption-in-nevada-courts?utm_source=share_petition&utm_medium=custom_url&recruited_by_id=097e1610-c5da-11e7-a46e-9be95dbeebe9;)
13 [courts?utm_source=share_petition&utm_medium=custom_url&recruited_by_id=](https://www.change.org/p/governor-sisolak-aaron-ford-arrest-nikki-sikalis-bott-linda-naw-and-bobby-antee-and-address-the-corruption-in-nevada-courts?utm_source=share_petition&utm_medium=custom_url&recruited_by_id=097e1610-c5da-11e7-a46e-9be95dbeebe9;)
14 [097e1610-c5da-11e7-a46e-9be95dbeebe9;](https://www.change.org/p/governor-sisolak-aaron-ford-arrest-nikki-sikalis-bott-linda-naw-and-bobby-antee-and-address-the-corruption-in-nevada-courts?utm_source=share_petition&utm_medium=custom_url&recruited_by_id=097e1610-c5da-11e7-a46e-9be95dbeebe9;)

15 - www.facebook.com

- 16 o <https://www.facebook.com/AydensArmyofAngels/>
17 o <https://www.facebook.com/AydenBrownsMom>

18 - [Twitter.com](https://twitter.com)

- 19 o <https://twitter.com/ladylicari>

20 - [Instagram.com](https://www.instagram.com)

- 21 o <https://www.instagram.com/aydensarmyofangelsofficial/?hl=en>
22 o https://www.instagram.com/equality_in_justice_now/?hl=en
23 o <https://www.instagram.com/lindseylicariofficial/>

24 - [Youtube.com](https://www.youtube.com)

- 25 o <https://www.youtube.com/c/LindseyLiCariLifeAfterLoss/>

26 ///

27
28 ¹ Based on an initial review, it is estimated that there are more than 100 posts/videos across Defendant's various Facebook, Instagram, Twitter, and YouTube accounts that contain statements found to be defamatory and subject to the injunctive relief set forth in this Default Judgment. This language should be read to be inclusive of all such posts.

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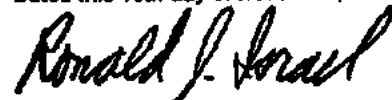
- Yelp.com

- o [https://www.yelp.com/biz/linda-naw-era-brokers-consolidated-henderson-2?hrid=-XQgg4E1JZxJZFOe_7oNgQ&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=\(direct\)](https://www.yelp.com/biz/linda-naw-era-brokers-consolidated-henderson-2?hrid=-XQgg4E1JZxJZFOe_7oNgQ&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct))

IT IS FURTHER ORDERED that the injunctive relief shall require removal or modification to any and all posts referenced above to remove reference to Linda Perdue, Linda Naw, or Naw Real Estate Inc.

IT IS SO ORDERED.

Dated this 18th day of November, 2021



A-18-786141-C

ED9 7F5 B6A4 91AB
Ronald J. Israel
District Court Judge

JT

DATED on this 17th day of November, 2021.

Respectfully submitted by:

SHUMWAY VAN

By: /s/ Garrett R. Chase
GARRETT R. CHASE, ESQ.
Nevada Bar No. 14498
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Attorney for Plaintiffs Linda Perdue
& Naw Real Estate Inc.

1 **CSERV**

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4
5
6 **Linda Perdue, Plaintiff(s)**

CASE NO: A-18-786141-C

7 **vs.**

DEPT. NO. Department 28

8 **Lindsey Licari, Defendant(s)**

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 **Service Date: 11/18/2021**

15 **Christina Garcia**

christinag@shumwayvan.com

16 **Garrett Chase**

garrett@shumwayvan.com

17 **Marina Scott**

marinas@shumwayvan.com



Linda N >

signing docs. I'm hoping we can close you by the 12th. I know it's not that much earlier but by the time they agreed to let us close earlier, it was a lil late. We put a stop on the appraisal rush.

Ok great, but he will come in to sign the last paperwork right?

Yes once the loans docs are delivered at title, you both will have to go in to sign. You are not on the loan but since you guys are married you will need to sign the deed. Once you sign, we can close within 24 hrs.

Ok sounds good 🤖 we will be patient then

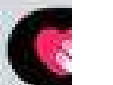
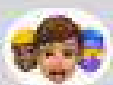
Lol ok :)

Jan 4, 2018, 2:56 PM

Hey I hope your doing well, I'm getting kind of worried about the



iMessage





2 People >

Linda Naw

LN

I've already asked when texted and i was told they don't even have the #.

LN

But you are for a few days, if it's not closed. The seller still owns the home until you are recorded as new owner. Again it's just a security for the seller.

We can cancel and we will talk to the lender about our earnest money because this did not close in the 21 days promised and we now need to go find a place to live. Thank you for your help

Linda Naw

LN

Lindsey what happened? You're not going to be homeless. I'll find you guys somewhere to go. You're literally 2-3 days from closing.

LN

Lindsey i just forwarded you the CD and lender COO contact. Drafting cancellation now.

Thx



Text Message



Title Company

Lindsey Licari <lindsey@aydensarmyofangels.org>

Tue 1/28/2020 10:11 PM

To: 'Adam Fulton' <afulton@jfnvlaw.com>

Adam,

Here are some laws that I believe entitle me to restitution for what the Title Company has done:

NRS 193.130 2 C - Restitution for forgery is 5-10\$k

Forgery is a Class C Felony (1-5 years in jail) \$10k restitution for this offense

NRS 193.155- \$1k fine

NRS 193.160 -\$1k fine

NRS 247.600 Civil Penalty- \$2500 for each act

NRS 247.370 Willingly took unauthorized fees- \$1000 fine

NRS 247.380 Excessive Fees- \$1000 fine

NRS 247.410 Liability for wrongful acts- 3x amount of my damages

10k\$- Because I was omitted from the Title of the home, I was not listed on the homeowners policy and took a \$10k loss when my car was broken into. I could not get homeowners insurance in my name because I was not put on the title.

Closing Cost \$7k

Student Loans paid off in escrow- \$8k

Legal Fees: \$5k

You can let Tracy know, he can compensate me properly, or I would rather ruin his career and business with my contacts and the proof of what they have done. I told him what happened a year ago and he failed to act and still has taken no action against Nikki Bott. I will also contact the BBB, and the Mortgage Insurance Division and channel 13 rather than take some small settlement from them. I have also spent endless hours proving what they did, which took away from the work and caused loss wages.

Lindsey LiCari

President/CEO/Grief Recovery Specialist

Ayden's Army of Angels, Inc.

6396 McLeod Dr #5

Las Vegas, NV 89120

Office: 702-816-5960

Fax: 702-963-8714

E-Mail: Lindsey@aydensarmyofangels.org

www.aydensarmyofangels.org

www.instagram.com/aydensarmyofangelsofficial



Re: Licari v. Bott

Lindsey Licari <lindsey@aydensarmyofangels.org>

Thu 5/21/2020 3:22 PM

To: Adam Fulton <afulton@jfnvlaw.com>

Cc: logan@jfnvlaw.com <logan@jfnvlaw.com>

I am entitled to my due process, they can file a motion and I appeal it. Originally Tracy offered to settle to exclude himself, this is what I understood until I saw the first draft with Nikki on it. Like you said, I can not afford your help, so I will be continuing on my own. Thank you for all you have tried to do, please have them contact me going forward. If they want to try to bully me with their motions that's fine I will fight them all the way and with the new information of extended time on the bond I'm entitled to time and a fair trial. Thank you again for your help. Please withdrawal and I will begin forwarding payments to clear my bill at your office.

Lindsey LiCari

President/Founder

Ayden's Army of Angels

www.aydensarmyofangels.org

www.instagram.com/aydensarmyofangelsofficial

On May 21, 2020, at 3:14 PM, Adam Fulton <afulton@jfnvlaw.com> wrote:

Lindsey,

You agreed to the 5k settlement with the revisions to the settlement agreement that you and we proposed. Are you now saying that you are not agreeing to the 5k settlement? My concern, is that opposing counsel is going to file a motion to enforce the settlement. Why aren't we going with the previous plan to send the revised settlement agreement back to them with the correct language to resolve this matter? I know you wanted additional time to try to get the bond money, but that has nothing to do with our representation, that you approved, to settle the case for 5k.

Thank you,

Adam R. Fulton, Esq.

Jennings & Fulton, LTD.

2580 Sorrel St., Las Vegas, NV 89146

Phone: (702) 979-3565

Cell: (702) 701-3869

Fax: (702) 362-2060

www.jenningsfulton.com

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From: Lindsey Licari [mailto:lindsey@aydensarmyofangels.org]

Sent: Thursday, May 21, 2020 2:48 PM

To: Adam Fulton <afulton@jfnvlaw.com>

Cc: logan@jfnvlaw.com

Subject: Re: Licari v. Bott

Re: Bond

Lindsey Licari <lindsey@aydensarmyofangels.org>

Thu 4/2/2020 10:31 AM

To: Adam Fulton <afulton@jfnvlaw.com>

Ok thanks

Lindsey LiCari

President/Founder

Ayden's Army of Angels

Www.aydensarmyofangels.org

Www.instagram.com/aydensarmyofangelsofficial

On Apr 2, 2020, at 10:25 AM, Adam Fulton <afulton@jfnvlaw.com> wrote:

I don't. I would guess that you could call the county and ask them. Or call the state agency to ask.

Adam R. Fulton, Esq.

Jennings & Fulton, LTD.

2580 Sorrel St., Las Vegas, NV 89146

Phone: (702) 979-3565

Cell: (702) 701-3869

Fax: (702) 362-2060

www.jenningsfulton.com

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From: Lindsey Licari <lindsey@aydensarmyofangels.org>

Sent: Thursday, April 2, 2020 8:17 AM

To: Adam Fulton <afulton@jfnvlaw.com>

Subject: Bond

Adam,

They said Nikki botts notary bond is registered with the county, do you know how I figure out who holds her bond?

Lindsey LiCari

President/Founder

Ayden's Army of Angels

Www.aydensarmyofangels.org

Www.instagram.com/aydensarmyofangelsofficial

RE: ORDER GRANTING MOTION TO DISMISS - Case No.: A-20-820446-C | Licari, Lindsey vs Jennings and Fulton LTD et al.

Marina Scott <marinas@shumwayvan.com>

Wed 12/9/2020 11:36 AM

To: Tashiro, Lorraine <TashiroL@clarkcountycourts.us>

Cc: Garrett R. Chase <Garrett@shumwayvan.com>; Lindsey Licari <lindsey@aydensarmyofangels.org>; IINDSEYLICARI14@AOL.COM <IINDSEYLICARI14@AOL.COM>

📎 1 attachments (284 KB)

SV.LICARI.PLD.201201.ORDER GIP MTD COMPLAINT.v3.grc.pdf;

Ms. Tashiro,

The Order Granting Motion to Dismiss that I sent to you has the incorrect case number and department number on it. It was supposed to be for Department 8 and for a different case number. I apologize for any confusion this may have caused. I did, however, send an ORDER to Department 13 that needed to be signed by the judge, and is attached herein (in PDF format) for your reference only. The Word Document and the PDF with the e-mail from opposing party, for signature is attached, as well.

Again, sorry for the confusion.

Thank you,

Marina Scott, Legal Assistant

SHUMWAY • VAN
ATTORNEYS AT LAW

8985 S Eastern Ave

Suite 100

Las Vegas, NV 89123

Main: (702) 478-7770

Direct: (702) 570-6778

From: Tashiro, Lorraine <TashiroL@clarkcountycourts.us>

Sent: Wednesday, December 9, 2020 11:26 AM

To: Marina Scott <marinas@shumwayvan.com>; Gugino, Ashley <DEPT13LC@clarkcountycourts.us>

Cc: Garrett R. Chase <Garrett@shumwayvan.com>; Lindsey@aydensarmyofangels.org; IINDSEYLICARI14@AOL.COM

Subject: RE: ORDER GRANTING MOTION TO DISMISS - Case No.: A-20-820446-C | Licari, Lindsey vs Jennings and Fulton LTD et al.

Good morning!

I don't understand why this Order should be signed by the Judge in Department 8, but maybe I am missing something.

Please advise.

Thank you.

Lorraine

From: Marina Scott [<mailto:marinas@shumwayvan.com>]

Sent: Wednesday, December 9, 2020 11:14 AM

To: DC13Inbox

Cc: Garrett R. Chase; Lindsey@aydensarmyofangels.org; IINDSEYLICARI14@AOL.COM

Subject: RE: ORDER GRANTING MOTION TO DISMISS - Case No.: A-20-820446-C | Licari, Lindsey vs Jennings and Fulton LTD et al.

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Department 13,

I apologize, as this Order Granting Motion to Dismiss was to be sent to Department 8, which I have since completed. Please disregard the request to have the judge sign this order. Thank you for your understanding in this matter.

Sincerely,

Marina Scott, Legal Assistant

SHUMWAY • VAN

ATTORNEYS AT LAW

8985 S Eastern Ave
Suite 100
Las Vegas, NV 89123
Main: (702) 478-7770
Direct: (702) 570-6778

From: Marina Scott

Sent: Tuesday, December 8, 2020 5:09 PM

To: DC13Inbox@clarkcountycourts.us

Cc: Garrett R. Chase <Garrett@shumwayvan.com>; Lindsey@aydensarmyofangels.org; LINDSEYLICARI14@AOL.COM

Subject: ORDER GRANTING MOTION TO DISMISS - Case No.: A-20-820446-C | Licari, Lindsey vs Jennings and Fulton LTD et al.

Dear Department 13,

Mr. Chase is submitting this Order Granting Motion to Dismiss Petition and for Attorney's Fees for the Judge's signature. We thank you for the court's time and attention to this matter.

Sincerely,

Marina Scott, Legal Assistant

SHUMWAY • VAN

ATTORNEYS AT LAW

8985 S Eastern Ave
Suite 100
Las Vegas, NV 89123
Main: (702) 478-7770
Direct: (702) 570-6778

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Exhibit 18



Exhibit 19



Exhibit 20

Inst #: 20211005-0002493
Fees: \$42.00
10/05/2021 02:15:21 PM
Receipt #: 4725599
Requestor:
LINDSEY LICARI
Recorded By: ANI Pgs: 3
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 176-20-913-076
(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Notice of Lis Pendens

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Lindsey Licari

RETURN TO: Name Lindsey Licari

Address 1035 Scales Rd #412

City/State/Zip Swansea, GA 30024

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Lindsey Licari

Address 1035 Scales Rd #412

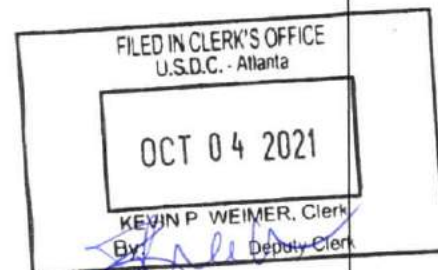
City/State/Zip Swansea, GA 30024

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017

1 **LIS**
LINDSEY LICARI
2 1035 SCALES RD #4412
SUWANEE, GA 30024
3 7025776657
LINDSEY LICARI14@AOL.COM
4 PLAINTIFF, LINDSEY LICARI, In Proper Person



5
6 US DISTRICT COURT
7 NORTHERN GEORGIA

8 LINDSEY LICARI, an individual;

Case No.: 1:21- CV- 4034

9 Plaintiff(s),

10 vs.

11 BOBBY ANTEE, ET AL;

12 Defendant(s).

13 **NOTICE OF LIS PENDENS**
14 **HEARING REQUESTED**

15 NOTICE IS HEREBY GIVEN

- 16
- 17 1. That an action has been commenced in the above entitled court by the above-named
18 Defendant against the above named Plaintiff, which action is pending.
 - 19 2. The Object of this action and the relief demanded is:
20 For declaratory and injunction relief to quiet title and to establish and determine
21 claims of the PLAINTIFF, LINDSEY LICARI regarding the ownership of the subject
22 property.
 - 23 3. That the property affected by the action is located in Clark County, Nevada Described
24 as follows:
 - 25 4. All certain real property situate in the county of Clark, State of Nevada Parcel One (1)

1 Lot Seventy Six (76) Block Five (5) of SOUTH MOUNTAIN LOT "B", as shown by
2 map thereof on file in Book 123 of Plats, Page 55, in the Office of the County
3 Recorder of Clark County, Nevada. Parcel Two (2) A non exclusive easement for
4 ingress, egress, use, enjoyment and public utility purposes, on , over and across the
5 private streets and common areas on the map referenced hereinabove, which
6 easement is appurtenant to Parcel One (1). Recorded in the Office of Clark County
7 Recorder, State of Nevada January 19, 2018 as Inst. #20180119-0001325 commonly
8 known as : 9564 Scorpion Track Ct Las Vegas, NV 89178.

9 Assessors Parcel No. : 176-20-413-076

10
11 Affirmation

12 Pursuant to NRS 239B.030, I hereby Certify the forgoing document does not contain
13 the social security number of any person.
14
15

16 DATED this ___29___ day of _____September_____, 2021__.

17 Pursuant to NRS 53.045, I declare under penalty of
18 perjury that the foregoing is true and correct.
19

20 *Lindsey Licari* (Signature)

21 LINDSEY LICARI

22 1035 SCALES RD #4412

23 SUWANEE, GA 30024

24 7025776657

LINDSEYLICARI14@AOL.COM

Defendant LINDSEY LICARI, In Proper Person

Filing Code: CSERV

Your Name: _____

Address: _____

Telephone: _____

Email Address: _____

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Plaintiff,

vs.

Defendant.

CASE NO.: _____

DEPT: _____

CERTIFICATE OF SERVICE

I, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That I served the: ***(check all that apply)***

- | | | |
|---------------------------------------|---------------------------------|--|
| <input type="checkbox"/> Motion | <input type="checkbox"/> Answer | <input type="checkbox"/> Financial Disclosure Form |
| <input type="checkbox"/> Opposition | <input type="checkbox"/> Reply | <input type="checkbox"/> Exhibit Appendix |
| <input type="checkbox"/> Other: _____ | | |

In the following manner: ***(check one)***

- ☐ **Mail:** By depositing a copy in the U.S. Mail, postage prepaid, on
(date you mailed it) _____, 20__ addressed to:
(Print the name and address of the person you mailed the document to)

- ☐ **Electronic:** Through the Court's electronic service system on (date) _____.

DATED (today's date) _____ 20__.

Submitted By: (your signature) _____

(print your name) _____