

1 **COMP**  
2 **LINDSEY LICARI**  
3 **9564 SCORPION TRACK CT**  
4 **LAS VEGAS, NV 89178**  
5 **7025776657**  
6 **[LINDSEYLICARI14@AOL.COM](mailto:LINDSEYLICARI14@AOL.COM)**  
7 **PLAINTIFF, LINDSEY LICARI IN PROPER PERSON**

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11 **EIGHTH JUDICIAL DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 LINDSEY LICARI, an individual,  
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-vs-

JENNINGS AND FULTON LTD, a Nevada  
Corporation, SHUMWAY VAN LTD, a  
Nevada Corporation, ADAM FULTON, an  
individual; JARED JENNINGS, an  
individual, LOGAN WILLSON, an individual,  
GRAYSON MOULTON, an individual,  
GARRETT CHASE, an individual; STATE  
BAR OF NEVADA, A Nevada Corporation;  
DOES I through X, inclusive,  
Defendant(s).

CASE NO.

DEPT. NO.

**COMPLAINT**

**EXEMPT FROM ARBITRATION**  
**(Amount in Controversy Exceeds**  
**\$50,000)**

Plaintiff, LINDSEY LICARI hereby bring and allege this Complaint against  
Defendants, Jennings and Fulton LTD, Shumway Van LTD, STATE BAR OF NEVADA,  
Adam Fulton, Jared Jennings, Logan Willson, Garret Chase, and Grayson Moulton as  
follows:

**THE PARTIES**

1. Ms. Licari is an individual and was, at all times material herein, a resident of Clark County, NV.
2. Defendant JENNINGS AND FULTON LTD (“JENNINGS AND FULTON”) is a domestic corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
3. Defendant SHUMWAY VAN LTD (“SHUMWAY VAN”) is a domestic corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
4. Defendant NEVADA STATE BAR (“STATE BAR”) is a domestic corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
5. Upon information and belief, Defendant GRAYSON MOULTON (“Mr. Moulton”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.
6. Upon information and belief, Defendant GARRETT CHASE (“Mr. Chase”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.
7. Upon information and belief, Defendant JARED JENNINGS (“Mr. Jennings”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.
8. Upon information and belief, Defendant ADAM FULTON (“Mr. Fulton”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.
9. Upon information and belief, Defendant LOGAN WILLSON (“Mr. Willson”) is an individual who is and was at all relevant times a citizen of Clark County, Nevada.

**JURISDICTION AND VENUE**

1  
2 10. His Court has jurisdiction over this matter and venue is proper because the  
3 acts, transactions, and operations giving rise to this Complaint took place in  
4 Clark County, Nevada.

**GENERAL ALLEGATIONS**

5  
6 11. Ms. Licari lost her son to Childhood Cancer in November 2017, in which she  
7 then started Aydens Army Angels with funds raised from Ayden's treatment.

8 12. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
9 1/18/2018 which should have been filed as an annulment, in which neither  
10 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
11 assessed the proper damages.

12  
13 13. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019 to  
14 assist with a false defamation case against realtor Linda Naw retaining  
15 counsel at \$5000.

16 14. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
17 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
18 Jennings and Fulton never reported the Malpractice.

19 15. Adam Fulton agreed to defend Ms. Licari against the Defamation claims, and  
20 filed a counter suit against Linda Naw, and Naw Real Estate, but refused to  
21 add additional parties as Ms. Licari requested.

22  
23 16. On or around 12/2018 Ms. Licari received clear and concise findings from the  
24 Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized her  
25 own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings and  
26 Fulton, Adam Fulton, refused to include all parties and countered only  
27 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
28

1 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
2 the transaction in question.

3 17. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
4 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
5 for case D-18-573154-D.

6 18. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
7 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
8 inadequate damages and failed to properly file Lis Pendens on the behalf of  
9 Ms. Licari causing a loss of \$300000.

10 19. Adam Fulton refused to assess proper damages in any of the 3 cases they  
11 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
12 double dip and could only retain the monies that were taken from her.  
13 Purposely assessing no damages, restitution which cause loses in the amount  
14 of 3 times the value of the home at \$300000.  
15

16 20. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
17 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
18 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
19 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
20 total loss in the divorce litigation in the amount of \$30000.

21 21. Jennings and Fulton and Shumway Van litigated a divorce for two years  
22 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
23 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
24 \$37000 in mortgage payments for a home obtained through Fraud.  
25

26 22. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
27 settlement with National Title Company, Linda Naw, and Nikki Bott.  
28

1 23. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
2 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
3 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

4 24. Jared Jennings and Logan Wilson refused to file any motions on the behalf of  
5 Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
6 subject to mental and emotional abuse for two years in which Ms. Licari is  
7 entitled to restitution and punitive damages.

8 25. Jennings and Fulton and Shumway Van litigated a divorce that should have  
9 been annulled, Ms. Licari asked several times about annulment, and Jared  
10 Jennings refused to follow the law and for his own unjust enrichment  
11 continued to litigate the complaint as a divorce, resulting in the loss of her  
12 home as community property resulting in a loss of \$300000.

13 26. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
14 Moulton and Garrett Chase to share information from the divorce case D-18-  
15 573154-D and case A-18-786141-C to try to manipulate evidence and the  
16 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
17 \$300000.  
18

19 27. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal fees  
20 that were inflated and unnecessary Jennings and Fulton erroneously charged  
21 \$30000 in legal fees and Shumway Van charging \$33000 in erroneous legal  
22 fees.  
23

24 28. Jennings and Fulton had the legal responsibility to produce all evidence in a  
25 timely manner, in which they did not and purposely withheld evidence that  
26 could have settled the cases and avoided a trial that caused Ms. Licari  
27 extreme pain and suffering by allowing those who victimized Ms. Licari to  
28 continue to do so through abusing the legal system.

1 29. Jennings and Fulton, did not suggest a Handwriting Expert when they were  
2 retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
3 savings.

4 30. Jennings and Fulton removed Ms. Licari from service contacts on case D-18-  
5 573154-D, A-20-808737-C, and A-18-786141-C not informing her of the filings  
6 being submitted on her behalf.

7 31. Adam Fulton lied to Ms. Licari about damages and restitution owed to her, and  
8 then filed two separate complaints for the same forged deed in the same real  
9 estate transaction. Adam Fulton did not access special damages punitive  
10 damages, or restitution resulting in the loss of \$900000.

11 32. Jennings and Fulton and Shumway Van conspired together to provide false  
12 evidence to counsel for case A-20-808737-C in a attempt to enforce an unjust  
13 settlement and relive their clients of financial responsibility for their actions.

14 33. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
15 knew was based on fraud and forgery of a Deed, and then later filed case A-  
16 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
17 conflict of interest, as she was part of the same fraudulent transaction and a  
18 witness in Bobby Antee's case.

19 34. Jennings and Fulton was made aware of the Forgery by Escrow Agent Nikki  
20 Bott on or around 12/2018, but did not claim Mortgage Fraud, Title Slander, or  
21 Lis Pendens. An Escrow agent cannot notarize their own documents and smit  
22 them for recording, yet Jennings and Fulton reported none of these findings at  
23 trial on 2-7-2020, but did address the allegations in filing the complaints A-18-  
24 786141-C and A-20-808737-C.  
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1 35. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal fees,  
2 litigating unnecessarily, lying to Ms. Licari about filings, and damages, and  
3 what was owed to her due to the fraud and forgery.

4 36. Jennings and Fulton were made aware multiple times, that Ms. Licari was not  
5 listed on the homeowners policy. They took no action, and as a result Ms.  
6 Licari suffered a loss that would have been covered by homeowners policy in  
7 the amount of \$10000.

8 37. Jared Jennings and Logan Willson returned an hour late from lunch on  
9 2/7/2020 as counsel or case D-18-53157-D.

10 38. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton purposely  
11 and will ill intent tried to slander Ms. Licari's business causing defamation  
12 against Ms. Licari's Foundation by providing false information from the IRS  
13 that was fabricated, and withholding Ms. Licari's personal bank statements  
14 provided to them, proving the monies that were taken to purchase the home  
15 came from Ms. Licari's personal account and not her business account.

16 39. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
17 573154-D to help her claim false damages in case A-18-783141-C.

18 40. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
19 Summary Judgement which resulted in an unnecessary two-day trial costing  
20 Ms. Licari \$18000.

21 41. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
22 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
23 as community property instead of providing the defense outlined in the  
24 contract with Jennings and Fulton.  
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1 42. Shumway Van has harassed Ms. Licari for two years through the abuse of the  
2 legal system, extorting \$37000 in mortgage payments made on the behalf of  
3 their client Bobby Antee.

4 43. Ms. Licari has been a prisoner in a marital home obtained through fraud and  
5 forgery, having no access to her sole and separate property during the entire  
6 litigation. Ms. Licari worked two jobs after the loss of her son to keep up with  
7 legal fees that were being embezzled from her for a defense they were not  
8 providing.

9 44. Jennings and Fulton subjected Ms. Licari to abuse of the legal system, which  
10 resulted in severe PTSD, Anxiety, and depression that Ms. Licari will need  
11 years of therapy to become whole.

12 45. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
13 advantage of Ms. Licari's fragile mental state and trust she put into them.

14 46. Shumway Van has represented Bobby Antee without charging him  
15 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
16 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
17 and could at no time afford legal fees inflated to what Grayson Moulton has  
18 submitted.

19 47. Jennings and Fulton representation was inadequate and their negligence and  
20 malpractice were the direct cause of Ms. Licari now needing to go to Supreme  
21 Court for a marriage that lasted two months causing Ms. Licari \$6000 in  
22 printing, copy, and filing fees.

23 48. Ms. Licari provided Jennings and Fulton with the findings of forgery and Nikki  
24 Botts Journal being out of compliance in 12/2018 but produced none of this  
25 evidence through discovery in any case or at trial and did not advocate on her  
26 behalf as agreed upon at retention.  
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- 1 49. Jennings and Fulton did not advocate or provide any evidence on Ms. Licari's  
2 behalf with GLVAR, NRED, Nevada Secretary of State, County Recorder,  
3 LVMPD, or with the bond company Liberty Mutual, to enforce payout of the  
4 bond or action taken against the Notary who was also the Escrow Agent.  
5 Resulting in continued litigation and legal fees in the amount of \$10000.
- 6 50. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
7 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
8 have an ID to even sign the document in question. They could have forced  
9 settlement and instead litigated for their own unjust enrichment.
- 10 51. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
11 Malpractice in which Nevada State Bar took no action ignoring clear and  
12 concise evidence and helping Jennings and Fulton and Shumway Van  
13 conceal their crimes.
- 14 52. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
15 and did not follow the proper process when a complaint is received.
- 16 53. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
17 even after obtaining the false judges ruling and with proof from a Handwriting  
18 Expert. Allowing opposing counsel to continue to commit legal malpractice  
19 and harass Ms. Licari through the Legal System.
- 20 54. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
21 needed in the divorce but to manipulate to outcome and ruling in court and  
22 provided these items to opposing counsel. Logan Willson has not provided  
23 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
24 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.
- 25 55. Logan Willson sent pleadings to be approved by Ms. LiCari but then uploaded  
26 different drafts that Ms. Licari did not approve into the Odyssey System.
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1 56. Jennings and Fulton waited a year after Clear and Concise findings from the  
2 Secretary of State, to file case A-20-808737-C and then claimed damages  
3 under \$15000 when they knew the False Defamation case A-18-786141-C  
4 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
5 LiCari in the excess of \$20000, so it should have never been sent to  
6 arbitration, causing and additional \$2000 in legal fees and costs.

7 **First Cause of Action**

8 **(All Defendants)**

9 *Attorney Misconduct NRPC 8.3 (a) (b)*

10 57. Ms. Licari lost her son to Childhood Cancer in November 2017, in which she  
11 then started Aydens Army Angels with funds raised from Ayden's treatment.  
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13 58. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
14 1/18/2018 which should have been filed as an annulment, in which neither  
15 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
16 assessed the proper damages.

17 59. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019 to  
18 assist with a false defamation case against realtor Linda Naw retaining  
19 counsel at \$5000.

20 60. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
21 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
22 Jennings and Fulton never reported the Malpractice.

23 61. Adam Fulton agreed to defend Ms. Licari against the Defamation claims, and  
24 filed a counter suit against Linda Naw, and Naw Real Estate, but refused to  
25 add additional parties as Ms. Licari requested.  
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27 62. On or around 12/2018 Ms. Licari received clear and concise findings from the  
28 Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized her

1 own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings and  
2 Fulton, Adam Fulton, refused to include all parties and countered only  
3 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
4 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
5 the transaction in question.

6 63. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
7 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
8 for case D-18-573154-D.

9 64. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
10 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
11 inadequate damages and failed to properly file Lis Pendens on the behalf of  
12 Ms. Licari causing a loss of \$300000.

13 65. Adam Fulton refused to assess proper damages in any of the 3 cases they  
14 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
15 double dip and could only retain the monies that were taken from her.  
16 Purposely assessing no damages, restitution which cause loses in the amount  
17 of 3 times the value of the home at \$300000.  
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19 66. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
20 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
21 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
22 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
23 total loss in the divorce litigation in the amount of \$30000.  
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25 67. Jennings and Fulton and Shumway Van litigated a divorce for two years  
26 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
27 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
28 \$37000 in mortgage payments for a home obtained through Fraud.

1 68. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
2 settlement with National Title Company, Linda Naw, and Nikki Bott.

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5 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

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7 Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
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9 entitled to restitution and punitive damages.

10 71. Jennings and Fulton and Shumway Van litigated a divorce that should have  
11 been annulled, Ms. Licari asked several times about annulment, and Jared  
12 Jennings refused to follow the law and for his own unjust enrichment  
13 continued to litigate the complaint as a divorce, resulting in the loss of her  
14 home as community property resulting in a loss of \$300000.  
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16 72. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
17 Moulton and Garrett Chase to share information from the divorce case D-18-  
18 573154-D and case A-18-786141-C to try to manipulate evidence and the  
19 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
20 \$300000.

21 73. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal fees  
22 that were inflated and unnecessary Jennings and Fulton erroneously charged  
23 \$30000 in legal fees and Shumway Van charging \$33000 in erroneous legal  
24 fees.  
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26 74. Jennings and Fulton had the legal responsibility to produce all evidence in a  
27 timely manner, in which they did not and purposely withheld evidence that  
28 could have settled the cases and avoided a trial that caused Ms. Licari

1 extreme pain and suffering by allowing those who victimized Ms. Licari to  
2 continue to do so through abusing the legal system.

3 75. Jennings and Fulton, did not suggest a Handwriting Expert when they were  
4 retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
5 savings.

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7 573154-D, A-20-808737-C, and A-18-786141-C not informing her of the filings  
8 being submitted on her behalf.

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10 then filed two separate complaints for the same forged deed in the same real  
11 estate transaction. Adam Fulton did not access special damages punitive  
12 damages, or restitution resulting in the loss of \$900000.

13 78. Jennings and Fulton and Shumway Van conspired together to provide false  
14 evidence to counsel for case A-20-808737-C in a attempt to enforce an unjust  
15 settlement and relive their clients of financial responsibility for their actions.  
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17 79. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
18 knew was based on fraud and forgery of a Deed, and then later filed case A-  
19 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
20 conflict of interest, as she was part of the same fraudulent transaction and a  
21 witness in Bobby Antee's case.

22 80. Jennings and Fulton was made aware of the Forgery by Escrow Agent Nikki  
23 Bott on or around 12/2018, but did not claim Mortgage Fraud, Title Slander, or  
24 Lis Pendens. An Escrow agent cannot notarize their own documents and smit  
25 them for recording, yet Jennings and Fulton reported none of these findings at  
26 trial on 2-7-2020, but did address the allegations in filing the complaints A-18-  
27 786141-C and A-20-808737-C.  
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1 81. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal fees,  
2 litigating unnecessarily, lying to Ms. Licari about filings, and damages, and  
3 what was owed to her due to the fraud and forgery.

4 82. Jennings and Fulton were made aware multiple times, that Ms. Licari was not  
5 listed on the homeowners policy. They took no action, and as a result Ms.  
6 Licari suffered a loss that would have been covered by homeowners policy in  
7 the amount of \$10000.

8 83. Jared Jennings and Logan Willson returned an hour late from lunch on  
9 2/7/2020 as counsel or case D-18-53157-D.

10 84. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton purposely  
11 and will ill intent tried to slander Ms. Licari's business causing defamation  
12 against Ms. Licari's Foundation by providing false information from the IRS  
13 that was fabricated, and withholding Ms. Licari's personal bank statements  
14 provided to them, proving the monies that were taken to purchase the home  
15 came from Ms. Licari's personal account and not her business account.

16 85. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
17 573154-D to help her claim false damages in case A-18-783141-C.

18 86. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
19 Summary Judgement which resulted in an unnecessary two-day trial costing  
20 Ms. Licari \$18000.

21 87. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
22 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
23 as community property instead of providing the defense outlined in the  
24 contract with Jennings and Fulton.  
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1 88. Shumway Van has harassed Ms. Licari for two years through the abuse of the  
2 legal system, extorting \$37000 in mortgage payments made on the behalf of  
3 their client Bobby Antee.

4 89. Ms. Licari has been a prisoner in a marital home obtained through fraud and  
5 forgery, having no access to her sole and separate property during the entire  
6 litigation. Ms. Licari worked two jobs after the loss of her son to keep up with  
7 legal fees that were being embezzled from her for a defense they were not  
8 providing.

9 90. Jennings and Fulton subjected Ms. Licari to abuse of the legal system, which  
10 resulted in severe PTSD, Anxiety, and depression that Ms. Licari will need  
11 years of therapy to become whole.

12 91. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
13 advantage of Ms. Licari's fragile mental state and trust she put into them.

14 92. Shumway Van has represented Bobby Antee without charging him  
15 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
16 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
17 and could at no time afford legal fees inflated to what Grayson Moulton has  
18 submitted.

19 93. Jennings and Fulton representation was inadequate and their negligence and  
20 malpractice were the direct cause of Ms. Licari now needing to go to Supreme  
21 Court for a marriage that lasted two months causing Ms. Licari \$6000 in  
22 printing, copy, and filing fees.

23 94. Ms. Licari provided Jennings and Fulton with the findings of forgery and Nikki  
24 Botts Journal being out of compliance in 12/2018 but produced none of this  
25 evidence through discovery in any case or at trial and did not advocate on her  
26 behalf as agreed upon at retention.  
27  
28

1 95. Jennings and Fulton did not advocate or provide any evidence on Ms. Licari's  
2 behalf with GLVAR, NRED, Nevada Secretary of State, County Recorder,  
3 LVMPD, or with the bond company Liberty Mutual, to enforce payout of the  
4 bond or action taken against the Notary who was also the Escrow Agent.  
5 Resulting in continued litigation and legal fees in the amount of \$10000.

6 96. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
7 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
8 have an ID to even sign the document in question. They could have forced  
9 settlement and instead litigated for their own unjust enrichment.

10 97. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
11 Malpractice in which Nevada State Bar took no action ignoring clear and  
12 concise evidence and helping Jennings and Fulton and Shumway Van  
13 conceal their crimes.

14 98. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
15 and did not follow the proper process when a complaint is received.

16 99. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
17 even after obtaining the false judges ruling and with proof from a Handwriting  
18 Expert. Allowing opposing counsel to continue to commit legal malpractice  
19 and harass Ms. Licari through the Legal System.

20 100. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
21 needed in the divorce but to manipulate to outcome and ruling in court and  
22 provided these items to opposing counsel. Logan Willson has not provided  
23 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
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1 101. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
2 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
3 System.

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5 the Secretary of State, to file case A-20-808737-C and then claimed damages  
6 under \$15000 when they knew the False Defamation case A-18-786141-C  
7 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
8 LiCari in the excess of \$20000, so it should have never been sent to  
9 arbitration, causing and additional \$2000 in legal fees and costs.

10 103. Shumway Van and Jennings and Fulton both knew of the legal Malpractice  
11 being committed by Jennings and Fulton and the conflict of interest imposed  
12 by Shumway Van and continued to conspire to litigate together. Jennings and  
13 Fulton ad Shumway Van then tried to force Ms. Licari into unjust settlements  
14 claiming, no damages, witnesses, and then conspired together to remove  
15 evidence out of the trial binder at trial on 2/7/2020. Adam Fulton and Logan  
16 Willson knew Jared Jennings did not practice family law, but allowed Jared  
17 Jennings to misrepresent himself as a family law attorney and never informed  
18 Ms. Licari.  
19

20 104. Adam Fulton threatened Ms. Licari that if she did not accept the settlement  
21 from National Title Company he would ten testify against her, violating client  
22 attorney privileged.  
23

24 105. **Rule 1.3. Diligence.** A lawyer shall act with reasonable diligence and  
25 promptness in representing a client. Jennings and Fulton did not they over  
26 litigated the divorce case D-18-573154-D, and then waited a year after  
27 Nevada Secretary Of State Findings to file a case against Nikki Sikalis Bott  
28 and National Title Company A-20-808737-C.

106. **Rule 1.4.** Communication.

(a) A lawyer shall:

(1) Promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required by these Rules;

(2) Reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) Keep the client reasonably informed about the status of the matter;

(4) Promptly comply with reasonable requests for information; and

(5) Consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

Jennings and Fulton concealed their actions in the case not providing Ms.

Licari with submitted filings, and removing her from service contacts. Ms.

Licari asked Adam Fulton on several occasions to assess proper damages in which he lied and told Ms. Licari she was not entitled to any damages.

Jennings and Fulton had the obligation to advocate on the behalf of Ms. Licari

in which they refused to do so causing losses of \$98k in monies taken through the fraudulent purchase of 9564 Scorpion Track Ct. Las Vegas, NV 89178.

107. Shumway Van and Jennings and Fulton are aware of Judge Rena Hughes refusing to follow the NRPC, yet neither firm has reported this to appropriate regulatory agencies.

108. Nevada State Bar was informed of the Legal Malpractice and the violations of Jennings and Fulton and Shumway Van and took no action and made no reports to higher authorities.

1 109. Pursuant to *NRPC 8.3 (a) (b)* the State Bar of Nevada should have taken  
2 action against Jennings and Fulton and Shumway Van in which they took no  
3 action causing additional legal fees for Ms. Licari in the excess of \$25000.

4  
5 **Second Cause of Action**

6 **All Defendants**

7 Breach of Fiduciary Duties  
8

9 110. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
10 she then started Aydens Army Angels with funds raised from Ayden's  
11 treatment.

12  
13 111. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
14 1/18/2018 which should have been filed as an annulment, in which neither  
15 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
16 assessed the proper damages.

17 112. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
18 to assist with a false defamation case against realtor Linda Naw retaining  
19 counsel at \$5000.

20 113. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
21 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
22 Jennings and Fulton never reported the Malpractice.

23  
24 114. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
25 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
26 to add additional parties as Ms. Licari requested.

27 115. On or around 12/2018 Ms. Licari received clear and concise findings from  
28 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized

1 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
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5 the transaction in question.

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7 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
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10 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
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20 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
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23 total loss in the divorce litigation in the amount of \$30000.

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25 documents and smit them for recording, yet Jennings and Fulton reported  
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27 provided these items to opposing counsel. Logan Willson has not provided  
28

1 Ms. Licari with any of the filings submitted on her behalf, or any of the filings  
2 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

3 154. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
4 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
5 System.

6 155. Jennings and Fulton waited a year after Clear and Concise findings from  
7 the Secretary of State, to file case A-20-808737-C and then claimed damages  
8 under \$15000 when they knew the False Defamation case A-18-786141-C  
9 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
10 LiCari in the excess of \$20000, so it should have never been sent to  
11 arbitration, causing and additional \$2000 in legal fees and costs.  
12

13  
14 **Rule 3.2. Expediting Litigation.**

15 (a) A lawyer shall make reasonable efforts to expedite litigation consistent  
16 with the interests of the client.

17 (b) The duty stated in paragraph (a) does not preclude a lawyer from  
18 granting a reasonable request from opposing counsel for an accommodation,  
19 such as an extension of time, or from disagreeing with a client's wishes on  
20 administrative and tactical matters, such as scheduling depositions, the  
21 number of depositions to be taken, and the frequency and use of written  
22 discovery requests.

23 Jennings and Fulton intentionally drug out all three cases and litigated them  
24 separately. They had a duty to Ms. Licari to expedite litigating and try to  
25 enforce a quick settlement based on the clear concise evidence provided to  
26 them.  
27  
28

1 **Third Cause of Action**

2 **(Jennings and Fulton, Jared Jennings, Logan Wilson, Adam Fulton)**

3 **Breach of Contract**

4 **Rule 1.18. Duties to Prospective Client.**

5 (a) A person who consults with a lawyer about the possibility of forming a  
6 client-lawyer relationship with respect to a matter is a prospective client.

7 (b) Even when no client-lawyer relationship ensues, a lawyer who has  
8 learned information from a prospective client shall not use or reveal that  
9 information, except as Rule 1.9 would permit with respect to information of a  
10 former client.

11 (c) A lawyer subject to paragraph (b) shall not represent a client with  
12 interests materially adverse to those of a prospective client in the same or a  
13 substantially related matter if the lawyer received information from the  
14 prospective client that could be significantly harmful to that person in the  
15 matter, except as provided in paragraph (d). If a lawyer is disqualified from  
16 representation under this paragraph, no lawyer in a firm with which that lawyer  
17 is associated may knowingly undertake or continue representation in such a  
18 matter, except as provided in paragraph (d).  
19

20 (d) When the lawyer has received disqualifying information as defined in  
21 paragraph (c), representation is permissible if:

22 (1) Both the affected client and the prospective client have given  
23 informed consent, confirmed in writing, or:

24 Jennings and Fulton have shared information with Shumway Van and Lipson  
25 Neilson Law firm to damage the credibility of Ms. Licari, including the  
26 manipulated ruling by Rena Hughes. Jennings and Fulton and Shumway Van  
27 provided the false ruling by Rena Hughes to Liberty Mutual to deny Ms.  
28

1 Licari's bond, and to try to dismiss the case A-20-808737-C and A-18-786141-

2 C,

3 **Rule 4.1. Truthfulness in Statements to Others.** In the course of  
4 representing a client a lawyer shall not knowingly:

5 (a) Make a false statement of material fact or law to a third person; or

6 (b) Fail to disclose a material fact to a third person when disclosure is  
7 necessary to avoid assisting a criminal or fraudulent act by a client, unless  
8 disclosure is prohibited by Rule 1.6.

9 Jennings and Fulton and Shumway Van have provided false statements to the  
10 courts in case D-18-573154-D, and case A-20-808737-C, A-18-786141-C .

11 Shumway Van represented Bobby Antee and Linda Naw imposing a clear  
12 conflict of interest. Jennings and Fulton and Shumway Van and Nevada State  
13 Bar all withheld evidence that would criminally convict Bobby Antee, Linda  
14 Naw, Nikki Bott, National Title Company, and ERA Brokers.  
15

16  
17 **Fourth Cause of Action**

18 **(All Defendants)**

19 **Malpractice**

20 156. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
21 she then started Aydens Army Angels with funds raised from Ayden's  
22 treatment.  
23

24 157. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
25 1/18/2018 which should have been filed as an annulment, in which neither  
26 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
27 assessed the proper damages.  
28

1 158. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
2 to assist with a false defamation case against realtor Linda Naw retaining  
3 counsel at \$5000.

4 159. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
5 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
6 Jennings and Fulton never reported the Malpractice.

7 160. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
8 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
9 to add additional parties as Ms. Licari requested.

10 161. On or around 12/2018 Ms. Licari received clear and concise findings from  
11 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
12 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
13 and Fulton, Adam Fulton, refused to include all parties and countered only  
14 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
15 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
16 the transaction in question.

17 162. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
18 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
19 for case D-18-573154-D.  
20

21 163. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
22 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
23 inadequate damages and failed to properly file Lis Pendens on the behalf of  
24 Ms. Licari causing a loss of \$300000.  
25

26 164. Adam Fulton refused to assess proper damages in any of the 3 cases they  
27 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
28 double dip and could only retain the monies that were taken from her.

1 Purposely assessing no damages, restitution which cause loses in the amount  
2 of 3 times the value of the home at \$300000.

3 165. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
4 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
5 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
6 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
7 total loss in the divorce litigation in the amount of \$30000.

8 166. Jennings and Fulton and Shumway Van litigated a divorce for two years  
9 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
10 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
11 \$37000 in mortgage payments for a home obtained through Fraud.

12 167. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
13 settlement with National Title Company, Linda Naw, and Nikki Bott.

14 168. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
15 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
16 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

17 169. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
18 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
19 subject to mental and emotional abuse for two years in which Ms. Licari is  
20 entitled to restitution and punitive damages.

21 22  
23 170. Jennings and Fulton and Shumway Van litigated a divorce that should  
24 have been annulled, Ms. Licari asked several times about annulment, and  
25 Jared Jennings refused to follow the law and for his own unjust enrichment  
26 continued to litigate the complaint as a divorce, resulting in the loss of her  
27 home as community property resulting in a loss of \$300000.  
28

1 171. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
2 Moulton and Garrett Chase to share information from the divorce case D-18-  
3 573154-D and case A-18-786141-C to try to manipulate evidence and the  
4 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
5 \$300000.

6 172. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
7 fees that were inflated and unnecessary Jennings and Fulton erroneously  
8 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
9 erroneous legal fees.

10 173. Jennings and Fulton had the legal responsibility to produce all evidence in  
11 a timely manner, in which they did not and purposely withheld evidence that  
12 could have settled the cases and avoided a trial that caused Ms. Licari  
13 extreme pain and suffering by allowing those who victimized Ms. Licari to  
14 continue to do so through abusing the legal system.

15 174. Jennings and Fulton, did not suggest a Handwriting Expert when they  
16 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
17 savings.  
18

19 175. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
20 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
21 filings being submitted on her behalf.  
22

23 176. Adam Fulton lied to Ms.Licari about damages and restitution owed to her,  
24 and then filed two separate complaints for the same forged deed in the same  
25 real estate transaction. Adam Fulton did not access special damages punitive  
26 damages, or restitution resulting in the loss of \$900000.

27 177. Jennings and Fulton and Shumway Van conspired together to provide  
28 false evidence to counsel for case A-20-808737-C in a attempt to enforce an

1 unjust settlement and relive their clients of financial responsibility for their  
2 actions.

3 178. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
4 knew was based on fraud and forgery of a Deed, and then later filed case A-  
5 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
6 conflict of interest, as she was part of the same fraudulent transaction and a  
7 witness in Bobby Antee's case.

8 179. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
9 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
10 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
11 documents and smit them for recording, yet Jennings and Fulton reported  
12 none of these findings at trial on 2-7-2020, but did address the allegations in  
13 filing the complaints A-18-786141-C and A-20-808737-C.  
14

15 180. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
16 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
17 and what was owed to her due to the fraud and forgery.

18 181. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
19 not listed on the homeowners policy. They took no action, and as a result Ms.  
20 Licari suffered a loss that would have been covered by homeowners policy in  
21 the amount of \$10000.  
22

23 182. Jared Jennings and Logan Willson returned an hour late from lunch on  
24 2/7/2020 as counsel or case D-18-53157-D.

25 183. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
26 purposely and will ill intent tried to slander Ms. Licari's business causing  
27 defamation against Ms. Licari's Foundation by providing false information from  
28 the IRS that was fabricated, and withholding Ms. Licari's personal bank



1 statements provided to them, proving the monies that were taken to purchase  
2 the home came from Ms. Licari's personal account and not her business  
3 account.

4 184. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
5 573154-D to help her claim false damages in case A-18-783141-C.

6 185. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
7 Summary Judgement which resulted in an unnecessary two-day trial costing  
8 Ms. Licari \$18000.

9 186. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
10 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
11 as community property instead of providing the defense outlined in the  
12 contract with Jennings and Fulton.

13 187. Shumway Van has harassed Ms. Licari for two years through the abuse of  
14 the legal system, extorting \$37000 in mortgage payments made on the behalf  
15 of their client Bobby Antee.

16 188. Ms. Licari has been a prisoner in a marital home obtained through fraud  
17 and forgery, having no access to her sole and separate property during the  
18 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
19 with legal fees that were being embezzled from her for a defense they were  
20 not providing.

21 189. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
22 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
23 need years of therapy to become whole.

24 190. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
25 advantage of Ms. Licari's fragile mental state and trust she put into them.  
26  
27  
28

1 191. Shumway Van has represented Bobby Antee without charging him  
2 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
3 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
4 and could at no time afford legal fees inflated to what Grayson Moulton has  
5 submitted.

6 192. Jennings and Fulton representation was inadequate and their negligence  
7 and malpractice were the direct cause of Ms. Licari now needing to go to  
8 Supreme Court for a marriage that lasted two months causing Ms. Licari  
9 \$6000 in printing, copy, and filing fees.

10 193. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
11 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
12 this evidence through discovery in any case or at trial and did not advocate on  
13 her behalf as agreed upon at retention.  
14

15 194. Jennings and Fulton did not advocate or provide any evidence on Ms.  
16 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
17 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
18 payout of the bond or action taken against the Notary who was also the  
19 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
20 \$10000.

21 195. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
22 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
23 have an ID to even sign the document in question. They could have forced  
24 settlement and instead litigated for their own unjust enrichment.  
25

26 196. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
27 Malpractice in which Nevada State Bar took no action ignoring clear and  
28

1 concise evidence and helping Jennings and Fulton and Shumway Van  
2 conceal their crimes.

3 197. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
4 and did not follow the proper process when a complaint is received.

5 198. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
6 even after obtaining the false judges ruling and with proof from a Handwriting  
7 Expert. Allowing opposing counsel to continue to commit legal malpractice  
8 and harass Ms. Licari through the Legal System.

9 199. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
10 needed in the divorce but to manipulate to outcome and ruling in court and  
11 provided these items to opposing counsel. Logan Willson has not provided  
12 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
13 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.  
14

15 200. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
16 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
17 System.

18 201. Jennings and Fulton waited a year after Clear and Concise findings from  
19 the Secretary of State, to file case A-20-808737-C and then claimed damages  
20 under \$15000 when they knew the False Defamation case A-18-786141-C  
21 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
22 LiCari in the excess of \$20000, so it should have never been sent to  
23 arbitration, causing and additional \$2000 in legal fees and costs.  
24

25  
26 **Rule 1.2. Scope of Representation and Allocation of Authority**  
27 **Between Client and Lawyer.**  
28

1 (a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's  
2 decision concerning the objectives of representation and, as required by Rule  
3 1.4, shall consult with the client as to the means by which they are to be  
4 pursued. A lawyer may take such action on behalf of the client as is impliedly  
5 authorized to carry out the representation. A lawyer shall abide by a client's  
6 decision whether to settle a matter. In a criminal case, the lawyer shall abide  
7 by the client's decision, after consultation with the lawyer, as to a plea to be  
8 entered, whether to waive jury trial and whether the client will testify.

9 (c) A lawyer may limit the scope of the representation if the limitation is  
10 reasonable under the circumstances and the client gives informed consent.

11 (d) A lawyer shall not counsel a client to engage, or assist a client, in  
12 conduct that the lawyer knows is criminal or fraudulent, but a lawyer may  
13 discuss the legal consequences of any proposed course of conduct with a  
14 client and may counsel or assist a client to make a good faith effort to  
15 determine the validity, scope, meaning or application of the law. Shumway  
16 Van assisted Linda Naw and Bobby Antee in concealing the crimes they  
17 committed against Ms. Licari.

18 **Rule 1.1. Competence.** A lawyer shall provide competent representation  
19 to a client. Competent representation requires the legal knowledge, skill,  
20 thoroughness and preparation reasonably necessary for the representation.

21 Jennings and Fulton should have enough experience to suggest a  
22 Handwriting Expert at retention to avoid costly litigation. They intentionally did  
23 not instruct Ms. Licari to get a expert and went to trial without evidence that  
24 would have again proven the forgery and fraud.

25 **Rule 8.4. Misconduct.** It is professional misconduct for a lawyer to:  
26  
27  
28

1 (a) Violate or attempt to violate the Rules of Professional Conduct,  
2 knowingly assist or induce another to do so, or do so through the acts of  
3 another;

4 (b) Commit a criminal act that reflects adversely on the lawyer's honesty,  
5 trustworthiness or fitness as a lawyer in other respects;

6 (c) Engage in conduct involving dishonesty, fraud, deceit or  
7 misrepresentation;

8 (d) Engage in conduct that is prejudicial to the administration of justice;

9 (e) State or imply an ability to influence improperly a government agency  
10 or official or to achieve results by means that violate the Rules of Professional  
11 Conduct or other law; or

12 (f) Knowingly assist a judge or judicial officer in conduct that is a violation  
13 of applicable rules of judicial conduct or other law.  
14

15 **Rule 3.4. Fairness to Opposing Party and Counsel.** A lawyer shall not:

16  
17 (a) Unlawfully obstruct another party's access to evidence or unlawfully  
18 alter, destroy or conceal a document or other material having potential  
19 evidentiary value. A lawyer shall not counsel or assist another person to do  
20 any such act;

21  
22 (b) Falsify evidence, counsel or assist a witness to testify falsely, or offer  
23 an inducement to a witness that is prohibited by law;  
24

25  
26 (c) Knowingly disobey an obligation under the rules of a tribunal except  
27 for an open refusal based on an assertion that no valid obligation exists;  
28

1 (d) In pretrial procedure, make a frivolous discovery request or fail to  
2 make reasonably diligent effort to comply with a legally proper discovery  
3 request by an opposing party;

4  
5 (e) In trial, allude to any matter that the lawyer does not reasonably  
6 believe is relevant or that will not be supported by admissible evidence, assert  
7 personal knowledge of facts in issue except when testifying as a witness, or  
8 state a personal opinion as to the justness of a cause, the credibility of a  
9 witness, the culpability of a civil litigant or the guilt or innocence of an  
10 accused; or

11 (f) Request a person other than a client to refrain from voluntarily giving  
12 relevant information to another party unless:

- 13  
14 (1) The person is a relative or an employee or other agent of a client; and  
15 (2) The lawyer reasonably believes that the person's interests will not be  
16 adversely affected by refraining from giving such information.

17 **Rule 4.2. Communication With Person Represented by Counsel.**

18 In representing a client, a lawyer shall not communicate about the subject of  
19 the representation with a person the lawyer knows to be represented by  
20 another lawyer in the matter, unless the lawyer has the consent of the other  
21 lawyer or is authorized to do so by law or a court order. Shumway Van and  
22 Jennings and Fulton have violated rule 4.2 by sharing information with  
23 counsel for the Title Company.

24  
25 **Rule 4.4. Respect for Rights of Third Persons.**

26 (a) In representing a client, a lawyer shall not use means that have no  
27 substantial purpose other than to embarrass, delay, or burden a third person,  
28 or use methods of obtaining evidence that violate the legal rights of such a

1 person. Jennings and Fulton and Shumway Van have provided counsel for  
2 the Title Company with information from the now sealed divorce case D-18-  
3 573154-D where Rena Hughes enforced a ruling that is biased and based on  
4 no evidence or fact and refuses to correct her frivolous ruling that was drafted  
5 to protect National Title Company, Nikki Bott, and Linda Naw.

6  
7 **Fifth Cause of Action**

8 **(All Defendants)**

9 Legal Abuse

10 202. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
11 she then started Aydens Army Angels with funds raised from Ayden's  
12 treatment.

13  
14 203. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
15 1/18/2018 which should have been filed as an annulment, in which neither  
16 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
17 assessed the proper damages.

18 204. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
19 to assist with a false defamation case against realtor Linda Naw retaining  
20 counsel at \$5000.

21 205. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
22 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
23 Jennings and Fulton never reported the Malpractice.

24  
25 206. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
26 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
27 to add additional parties as Ms. Licari requested.  
28

1 207. On or around 12/2018 Ms. Licari received clear and concise findings from  
2 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
3 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
4 and Fulton, Adam Fulton, refused to include all parties and countered only  
5 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
6 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
7 the transaction in question.

8 208. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
9 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
10 for case D-18-573154-D.

11 209. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
12 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
13 inadequate damages and failed to properly file Lis Pendens on the behalf of  
14 Ms. Licari causing a loss of \$300000.

15 210. Adam Fulton refused to assess proper damages in any of the 3 cases they  
16 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
17 double dip and could only retain the monies that were taken from her.  
18 Purposely assessing no damages, restitution which cause loses in the amount  
19 of 3 times the value of the home at \$300000.  
20

21 211. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
22 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
23 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
24 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
25 total loss in the divorce litigation in the amount of \$30000.  
26

27 212. Jennings and Fulton and Shumway Van litigated a divorce for two years  
28 based on fraud in an effort to manipulate the outcome of civil cases A-20-



1 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
2 \$37000 in mortgage payments for a home obtained through Fraud.

3 213. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
4 settlement with National Title Company, Linda Naw, and Nikki Bott.

5 214. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
6 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
7 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

8 215. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
9 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
10 subject to mental and emotional abuse for two years in which Ms. Licari is  
11 entitled to restitution and punitive damages.

12 216. Jennings and Fulton and Shumway Van litigated a divorce that should  
13 have been annulled, Ms. Licari asked several times about annulment, and  
14 Jared Jennings refused to follow the law and for his own unjust enrichment  
15 continued to litigate the complaint as a divorce, resulting in the loss of her  
16 home as community property resulting in a loss of \$300000.  
17

18 217. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
19 Moulton and Garrett Chase to share information from the divorce case D-18-  
20 573154-D and case A-18-786141-C to try to manipulate evidence and the  
21 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
22 \$300000.  
23

24 218. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
25 fees that were inflated and unnecessary Jennings and Fulton erroneously  
26 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
27 erroneous legal fees.  
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1 219. Jennings and Fulton had the legal responsibility to produce all evidence in  
2 a timely manner, in which they did not and purposely withheld evidence that  
3 could have settled the cases and avoided a trial that caused Ms. Licari  
4 extreme pain and suffering by allowing those who victimized Ms. Licari to  
5 continue to do so through abusing the legal system.

6 220. Jennings and Fulton, did not suggest a Handwriting Expert when they  
7 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
8 savings.

9 221. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
10 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
11 filings being submitted on her behalf.

12 222. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
13 and then filed two separate complaints for the same forged deed in the same  
14 real estate transaction. Adam Fulton did not access special damages punitive  
15 damages, or restitution resulting in the loss of \$900000.  
16

17 223. Jennings and Fulton and Shumway Van conspired together to provide  
18 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
19 unjust settlement and relive their clients of financial responsibility for their  
20 actions.

21 224. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
22 knew was based on fraud and forgery of a Deed, and then later filed case A-  
23 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
24 conflict of interest, as she was part of the same fraudulent transaction and a  
25 witness in Bobby Antee's case.  
26

27 225. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
28 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title

1 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
2 documents and smit them for recording, yet Jennings and Fulton reported  
3 none of these findings at trial on 2-7-2020, but did address the allegations in  
4 filing the complaints A-18-786141-C and A-20-808737-C.

5 226. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
6 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
7 and what was owed to her due to the fraud and forgery.

8 227. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
9 not listed on the homeowners policy. They took no action, and as a result Ms.  
10 Licari suffered a loss that would have been covered by homeowners policy in  
11 the amount of \$10000.

12 228. Jared Jennings and Logan Willson returned an hour late from lunch on  
13 2/7/2020 as counsel or case D-18-53157-D.

14 229. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
15 purposely and will ill intent tried to slander Ms. Licari's business causing  
16 defamation against Ms. Licari's Foundation by providing false information from  
17 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
18 statements provided to them, proving the monies that were taken to purchase  
19 the home came from Ms. Licari's personal account and not her business  
20 account.  
21

22 230. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
23 573154-D to help her claim false damages in case A-18-783141-C.  
24

25 231. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
26 Summary Judgement which resulted in an unnecessary two-day trail costing  
27 Ms. Licari \$18000.  
28

1 232. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
2 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
3 as community property instead of providing the defense outlined in the  
4 contract with Jennings and Fulton.

5 233. Shumway Van has harassed Ms. Licari for two years through the abuse of  
6 the legal system, extorting \$37000 in mortgage payments made on the behalf  
7 of their client Bobby Antee.

8 234. Ms. Licari has been a prisoner in a marital home obtained through fraud  
9 and forgery, having no access to her sole and separate property during the  
10 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
11 with legal fees that were being embezzled from her for a defense they were  
12 not providing.

13 235. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
14 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
15 need years of therapy to become whole.

16 236. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
17 advantage of Ms. Licari's fragile mental state and trust she put into them.

18 237. Shumway Van has represented Bobby Antee without charging him  
19 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
20 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
21 and could at no time afford legal fees inflated to what Grayson Moulton has  
22 submitted.

23 238. Jennings and Fulton representation was inadequate and their negligence  
24 and malpractice were the direct cause of Ms. Licari now needing to go to  
25 Supreme Court for a marriage that lasted two months causing Ms. Licari  
26 \$6000 in printing, copy, and filing fees.  
27  
28

1 239. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
2 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
3 this evidence through discovery in any case or at trial and did not advocate on  
4 her behalf as agreed upon at retention.

5 240. Jennings and Fulton did not advocate or provide any evidence on Ms.  
6 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
7 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
8 payout of the bond or action taken against the Notary who was also the  
9 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
10 \$10000.

11 241. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
12 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
13 have an ID to even sign the document in question. They could have forced  
14 settlement and instead litigated for their own unjust enrichment.

15 242. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
16 Malpractice in which Nevada State Bar took no action ignoring clear and  
17 concise evidence and helping Jennings and Fulton and Shumway Van  
18 conceal their crimes.

19 243. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
20 and did not follow the proper process when a complaint is received.

21 244. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
22 even after obtaining the false judges ruling and with proof from a Handwriting  
23 Expert. Allowing opposing counsel to continue to commit legal malpractice  
24 and harass Ms. Licari through the Legal System.

25 245. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
26 needed in the divorce but to manipulate to outcome and ruling in court and  
27  
28

1 provided these items to opposing counsel. Logan Willson has not provided  
2 Ms. Licari with any of the filings submitted on her behalf, or any of the filings  
3 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

4 246. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
5 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
6 System.

7 247. Jennings and Fulton waited a year after Clear and Concise findings from  
8 the Secretary of State, to file case A-20-808737-C and then claimed damages  
9 under \$15000 when they knew the False Defamation case A-18-786141-C  
10 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
11 LiCari in the excess of \$20000, so it should have never been sent to  
12 arbitration, causing and additional \$2000 in legal fees and costs.  
13

14  
15 **Rule 3.1. Meritorious Claims and Contentions.** A lawyer shall not bring  
16 or defend a proceeding, or assert or controvert an issue therein, unless there  
17 is a basis in law and fact for doing so that is not frivolous, which includes a  
18 good faith argument for an extension, modification or reversal of existing law.  
19 A lawyer for the defendant in a criminal proceeding, or the respondent in a  
20 proceeding that could result in incarceration, may nevertheless so defend the  
21 proceeding as to require that every element of the case be established.

22 Shumway Van and Jennings and Fulton both knew Ms. Licari's name was  
23 forged and they both continued litigate claims they knew were false and had  
24 no basis of law.  
25

26 **Rule 3.2. Expediting Litigation.**

27 (a) A lawyer shall make reasonable efforts to expedite litigation consistent  
28 with the interests of the client.

1 (b) The duty stated in paragraph (a) does not preclude a lawyer from  
2 granting a reasonable request from opposing counsel for an accommodation,  
3 such as an extension of time, or from disagreeing with a client's wishes on  
4 administrative and tactical matters, such as scheduling depositions, the  
5 number of depositions to be taken, and the frequency and use of written  
6 discovery requests.

7 **Rule 5.5. Unauthorized Practice of Law.**

8 (a) **General rule.** A lawyer shall not:

9 (1) Practice law in a jurisdiction where doing so violates the  
10 regulation of the legal profession in that jurisdiction; or

11 (2) Assist another person in the unauthorized practice of law.

12 Jared Jennings does not practice family law, but lied and said he was a family  
13 law attorney to convince Ms. Licari to move the divorce case their firm to  
14 allow them to manipulate the case, in which they did.

15  
16  
17 **Sixth Cause of Action**

18 **(Jennings and Fulton)**

19 Ineffective assistance of Counsel

20 248. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
21 she then started Aydens Army Angels with funds raised from Ayden's  
22 treatment.

23 249. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
24 1/18/2018 which should have been filed as an annulment, in which neither  
25 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
26 assessed the proper damages.  
27  
28

1 250. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
2 to assist with a false defamation case against realtor Linda Naw retaining  
3 counsel at \$5000.

4 251. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
5 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
6 Jennings and Fulton never reported the Malpractice.

7 252. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
8 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
9 to add additional parties as Ms. Licari requested.

10 253. On or around 12/2018 Ms. Licari received clear and concise findings from  
11 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
12 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
13 and Fulton, Adam Fulton, refused to include all parties and countered only  
14 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
15 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
16 the transaction in question.

17 254. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
18 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
19 for case D-18-573154-D.  
20

21 255. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
22 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
23 inadequate damages and failed to properly file Lis Pendens on the behalf of  
24 Ms. Licari causing a loss of \$300000.  
25

26 256. Adam Fulton refused to assess proper damages in any of the 3 cases they  
27 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
28 double dip and could only retain the monies that were taken from her.



1 Purposely assessing no damages, restitution which cause loses in the amount  
2 of 3 times the value of the home at \$300000.

3 257. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
4 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
5 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
6 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
7 total loss in the divorce litigation in the amount of \$30000.

8 258. Jennings and Fulton and Shumway Van litigated a divorce for two years  
9 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
10 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
11 \$37000 in mortgage payments for a home obtained through Fraud.

12 259. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
13 settlement with National Title Company, Linda Naw, and Nikki Bott.

14 260. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
15 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
16 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

17 261. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
18 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
19 subject to mental and emotional abuse for two years in which Ms. Licari is  
20 entitled to restitution and punitive damages.

21 262. Jennings and Fulton and Shumway Van litigated a divorce that should  
22 have been annulled, Ms. Licari asked several times about annulment, and  
23 Jared Jennings refused to follow the law and for his own unjust enrichment  
24 continued to litigate the complaint as a divorce, resulting in the loss of her  
25 home as community property resulting in a loss of \$300000.  
26  
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28

1 263. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
2 Moulton and Garrett Chase to share information from the divorce case D-18-  
3 573154-D and case A-18-786141-C to try to manipulate evidence and the  
4 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
5 \$300000.

6 264. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
7 fees that were inflated and unnecessary Jennings and Fulton erroneously  
8 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
9 erroneous legal fees.

10 265. Jennings and Fulton had the legal responsibility to produce all evidence in  
11 a timely manner, in which they did not and purposely withheld evidence that  
12 could have settled the cases and avoided a trial that caused Ms. Licari  
13 extreme pain and suffering by allowing those who victimized Ms. Licari to  
14 continue to do so through abusing the legal system.

15 266. Jennings and Fulton, did not suggest a Handwriting Expert when they  
16 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
17 savings.

18 267. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
19 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
20 filings being submitted on her behalf.

21 268. Adam Fulton lied to Ms.Licari about damages and restitution owed to her,  
22 and then filed two separate complaints for the same forged deed in the same  
23 real estate transaction. Adam Fulton did not access special damages punitive  
24 damages, or restitution resulting in the loss of \$900000.

25 269. Jennings and Fulton and Shumway Van conspired together to provide  
26 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
27  
28

1 unjust settlement and relive their clients of financial responsibility for their  
2 actions.

3 270. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
4 knew was based on fraud and forgery of a Deed, and then later filed case A-  
5 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
6 conflict of interest, as she was part of the same fraudulent transaction and a  
7 witness in Bobby Antee's case.

8 271. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
9 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
10 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
11 documents and smit them for recording, yet Jennings and Fulton reported  
12 none of these findings at trial on 2-7-2020, but did address the allegations in  
13 filing the complaints A-18-786141-C and A-20-808737-C.

14 272. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
15 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
16 and what was owed to her due to the fraud and forgery.

17 273. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
18 not listed on the homeowners policy. They took no action, and as a result Ms.  
19 Licari suffered a loss that would have been covered by homeowners policy in  
20 the amount of \$10000.  
21

22 274. Jared Jennings and Logan Willson returned an hour late from lunch on  
23 2/7/2020 as counsel or case D-18-53157-D.  
24

25 275. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
26 purposely and will ill intent tried to slander Ms. Licari's business causing  
27 defamation against Ms. Licari's Foundation by providing false information from  
28 the IRS that was fabricated, and withholding Ms. Licari's personal bank

1 statements provided to them, proving the monies that were taken to purchase  
2 the home came from Ms. Licari's personal account and not her business  
3 account.

4 276. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
5 573154-D to help her claim false damages in case A-18-783141-C.

6 277. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
7 Summary Judgement which resulted in an unnecessary two-day trial costing  
8 Ms. Licari \$18000.

9 278. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
10 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
11 as community property instead of providing the defense outlined in the  
12 contract with Jennings and Fulton.

13 279. Shumway Van has harassed Ms. Licari for two years through the abuse of  
14 the legal system, extorting \$37000 in mortgage payments made on the behalf  
15 of their client Bobby Antee.

16 280. Ms. Licari has been a prisoner in a marital home obtained through fraud  
17 and forgery, having no access to her sole and separate property during the  
18 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
19 with legal fees that were being embezzled from her for a defense they were  
20 not providing.

21 281. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
22 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
23 need years of therapy to become whole.

24 282. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
25 advantage of Ms. Licari's fragile mental state and trust she put into them.  
26  
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1 283. Shumway Van has represented Bobby Antee without charging him  
2 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
3 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
4 and could at no time afford legal fees inflated to what Grayson Moulton has  
5 submitted.

6 284. Jennings and Fulton representation was inadequate and their negligence  
7 and malpractice were the direct cause of Ms. Licari now needing to go to  
8 Supreme Court for a marriage that lasted two months causing Ms. Licari  
9 \$6000 in printing, copy, and filing fees.

10 285. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
11 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
12 this evidence through discovery in any case or at trial and did not advocate on  
13 her behalf as agreed upon at retention.

14 286. Jennings and Fulton did not advocate or provide any evidence on Ms.  
15 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
16 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
17 payout of the bond or action taken against the Notary who was also the  
18 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
19 \$10000.  
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21 287. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
22 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
23 have an ID to even sign the document in question. They could have forced  
24 settlement and instead litigated for their own unjust enrichment.  
25

26 288. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
27 Malpractice in which Nevada State Bar took no action ignoring clear and  
28

1 concise evidence and helping Jennings and Fulton and Shumway Van  
2 conceal their crimes.

3 289. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
4 and did not follow the proper process when a complaint is received.

5 290. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
6 even after obtaining the false judges ruling and with proof from a Handwriting  
7 Expert. Allowing opposing counsel to continue to commit legal malpractice  
8 and harass Ms. Licari through the Legal System.

9 291. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
10 needed in the divorce but to manipulate to outcome and ruling in court and  
11 provided these items to opposing counsel. Logan Willson has not provided  
12 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
13 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.  
14

15 292. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
16 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
17 System.

18 293. Jennings and Fulton waited a year after Clear and Concise findings from  
19 the Secretary of State, to file case A-20-808737-C and then claimed damages  
20 under \$15000 when they knew the False Defamation case A-18-786141-C  
21 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
22 LiCari in the excess of \$20000, so it should have never been sent to  
23 arbitration, causing and additional \$2000 in legal fees and costs.  
24

25  
26 **Rule 2.1. Advisor.**

27 In representing a client, a lawyer shall exercise independent professional  
28 judgment and render candid advice. In rendering advice, a lawyer may refer

1 not only to law but to other considerations such as moral, economic, social  
2 and political factors, that may be relevant to the client's situation. Jennings  
3 and Fulton , Adam Fulton, Logan Willson, and Jared Jennings intentionally  
4 gave improper legal advice to mislead Ms. LiCari. They never suggested a  
5 Handwriting Expert, and submitted no witnesses or evidence given to them at  
6 trial.

7 **Seventh Cause of Action**

8 **(Shumway van & Jennings and Fulton)**

9 **Duty of Confidentiality**

10 294. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
11 she then started Aydens Army Angels with funds raised from Ayden's  
12 treatment.

13 295. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
14 1/18/2018 which should have been filed as an annulment, in which neither  
15 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
16 assessed the proper damages.

17 296. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
18 to assist with a false defamation case against realtor Linda Naw retaining  
19 counsel at \$5000.

20 297. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
21 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
22 Jennings and Fulton never reported the Malpractice.

23 298. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
24 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
25 to add additional parties as Ms. Licari requested.  
26  
27  
28

1 299. On or around 12/2018 Ms. Licari received clear and concise findings from  
2 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
3 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
4 and Fulton, Adam Fulton, refused to include all parties and countered only  
5 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
6 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
7 the transaction in question.

8 300. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
9 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
10 for case D-18-573154-D.

11 301. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
12 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
13 inadequate damages and failed to properly file Lis Pendens on the behalf of  
14 Ms. Licari causing a loss of \$300000.

15 302. Adam Fulton refused to assess proper damages in any of the 3 cases they  
16 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
17 double dip and could only retain the monies that were taken from her.  
18 Purposely assessing no damages, restitution which cause loses in the amount  
19 of 3 times the value of the home at \$300000.  
20

21 303. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
22 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
23 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
24 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
25 total loss in the divorce litigation in the amount of \$30000.  
26

27 304. Jennings and Fulton and Shumway Van litigated a divorce for two years  
28 based on fraud in an effort to manipulate the outcome of civil cases A-20-



1 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
2 \$37000 in mortgage payments for a home obtained through Fraud.

3 305. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
4 settlement with National Title Company, Linda Naw, and Nikki Bott.

5 306. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
6 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
7 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

8 307. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
9 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
10 subject to mental and emotional abuse for two years in which Ms. Licari is  
11 entitled to restitution and punitive damages.

12 308. Jennings and Fulton and Shumway Van litigated a divorce that should  
13 have been annulled, Ms. Licari asked several times about annulment, and  
14 Jared Jennings refused to follow the law and for his own unjust enrichment  
15 continued to litigate the complaint as a divorce, resulting in the loss of her  
16 home as community property resulting in a loss of \$300000.  
17

18 309. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
19 Moulton and Garrett Chase to share information from the divorce case D-18-  
20 573154-D and case A-18-786141-C to try to manipulate evidence and the  
21 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
22 \$300000.  
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24 310. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
25 fees that were inflated and unnecessary Jennings and Fulton erroneously  
26 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
27 erroneous legal fees.  
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1 311. Jennings and Fulton had the legal responsibility to produce all evidence in  
2 a timely manner, in which they did not and purposely withheld evidence that  
3 could have settled the cases and avoided a trial that caused Ms. Licari  
4 extreme pain and suffering by allowing those who victimized Ms. Licari to  
5 continue to do so through abusing the legal system.

6 312. Jennings and Fulton, did not suggest a Handwriting Expert when they  
7 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
8 savings.

9 313. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
10 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
11 filings being submitted on her behalf.

12 314. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
13 and then filed two separate complaints for the same forged deed in the same  
14 real estate transaction. Adam Fulton did not access special damages punitive  
15 damages, or restitution resulting in the loss of \$900000.

16 315. Jennings and Fulton and Shumway Van conspired together to provide  
17 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
18 unjust settlement and relive their clients of financial responsibility for their  
19 actions.  
20

21 316. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
22 knew was based on fraud and forgery of a Deed, and then later filed case A-  
23 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
24 conflict of interest, as she was part of the same fraudulent transaction and a  
25 witness in Bobby Antee's case.  
26

27 317. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
28 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title

1 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
2 documents and smit them for recording, yet Jennings and Fulton reported  
3 none of these findings at trial on 2-7-2020, but did address the allegations in  
4 filing the complaints A-18-786141-C and A-20-808737-C.

5 318. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
6 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
7 and what was owed to her due to the fraud and forgery.

8 319. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
9 not listed on the homeowners policy. They took no action, and as a result Ms.  
10 Licari suffered a loss that would have been covered by homeowners policy in  
11 the amount of \$10000.

12 320. Jared Jennings and Logan Willson returned an hour late from lunch on  
13 2/7/2020 as counsel or case D-18-53157-D.

14 321. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
15 purposely and will ill intent tried to slander Ms. Licari's business causing  
16 defamation against Ms. Licari's Foundation by providing false information from  
17 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
18 statements provided to them, proving the monies that were taken to purchase  
19 the home came from Ms. Licari's personal account and not her business  
20 account.  
21

22 322. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
23 573154-D to help her claim false damages in case A-18-783141-C.  
24

25 323. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
26 Summary Judgement which resulted in an unnecessary two-day trail costing  
27 Ms. Licari \$18000.  
28

1 324. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
2 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
3 as community property instead of providing the defense outlined in the  
4 contract with Jennings and Fulton.

5 325. Shumway Van has harassed Ms. Licari for two years through the abuse of  
6 the legal system, extorting \$37000 in mortgage payments made on the behalf  
7 of their client Bobby Antee.

8 326. Ms. Licari has been a prisoner in a marital home obtained through fraud  
9 and forgery, having no access to her sole and separate property during the  
10 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
11 with legal fees that were being embezzled from her for a defense they were  
12 not providing.

13 327. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
14 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
15 need years of therapy to become whole.

16 328. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
17 advantage of Ms. Licari's fragile mental state and trust she put into them.

18 329. Shumway Van has represented Bobby Antee without charging him  
19 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
20 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
21 and could at no time afford legal fees inflated to what Grayson Moulton has  
22 submitted.

23 330. Jennings and Fulton representation was inadequate and their negligence  
24 and malpractice were the direct cause of Ms. Licari now needing to go to  
25 Supreme Court for a marriage that lasted two months causing Ms. Licari  
26 \$6000 in printing, copy, and filing fees.  
27  
28

1 331. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
2 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
3 this evidence through discovery in any case or at trial and did not advocate on  
4 her behalf as agreed upon at retention.

5 332. Jennings and Fulton did not advocate or provide any evidence on Ms.  
6 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
7 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
8 payout of the bond or action taken against the Notary who was also the  
9 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
10 \$10000.

11 333. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
12 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
13 have an ID to even sign the document in question. They could have forced  
14 settlement and instead litigated for their own unjust enrichment.

15 334. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
16 Malpractice in which Nevada State Bar took no action ignoring clear and  
17 concise evidence and helping Jennings and Fulton and Shumway Van  
18 conceal their crimes.

19 335. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
20 and did not follow the proper process when a complaint is received.

21 336. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
22 even after obtaining the false judges ruling and with proof from a Handwriting  
23 Expert. Allowing opposing counsel to continue to commit legal malpractice  
24 and harass Ms. Licari through the Legal System.

25 337. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
26 needed in the divorce but to manipulate to outcome and ruling in court and  
27  
28

1 provided these items to opposing counsel. Logan Willson has not provided  
2 Ms. Licari with any of the filings submitted on her behalf, or any of the filings  
3 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

4 338. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
5 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
6 System.

7 339. Jennings and Fulton waited a year after Clear and Concise findings from  
8 the Secretary of State, to file case A-20-808737-C and then claimed damages  
9 under \$15000 when they knew the False Defamation case A-18-786141-C  
10 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
11 LiCari in the excess of \$20000, so it should have never been sent to  
12 arbitration, causing and additional \$2000 in legal fees and costs.

13  
14 **Rule 1.6. Confidentiality of Information.**

15 (a) A lawyer shall not reveal information relating to representation of a  
16 client unless the client gives informed consent, the disclosure is impliedly  
17 authorized in order to carry out the representation, or the disclosure is  
18 permitted by paragraphs (b) and (d).

19 (b) A lawyer may reveal information relating to the representation of a  
20 client to the extent the lawyer reasonably believes necessary:

21 (1) To prevent reasonably certain death or substantial bodily harm;

22 (2) To prevent the client from committing a criminal or fraudulent act  
23 in furtherance of which the client has used or is using the lawyer's services,  
24 but the lawyer shall, where practicable, first make reasonable effort to  
25 persuade the client to take suitable action;

26 (3) To prevent, mitigate, or rectify the consequences of a client's  
27 criminal or fraudulent act in the commission of which the lawyer's services  
28

1 have been or are being used, but the lawyer shall, where practicable, first  
2 make reasonable effort to persuade the client to take corrective action;

3 (4) To secure legal advice about the lawyer's compliance with these  
4 Rules;

5 (5) To establish a claim or defense on behalf of the lawyer in a  
6 controversy between the lawyer and the client, to establish a defense to a  
7 criminal charge or civil claim against the lawyer based upon conduct in which  
8 the client was involved, or to respond to allegations in any proceeding  
9 concerning the lawyer's representation of the client; or

10 (6) To comply with other law or a court order.

11 (7) To detect and resolve conflicts of interest arising from the lawyer's  
12 change of employment or from changes in the composition or ownership of a  
13 firm, but only if the revealed information would not compromise the attorney-  
14 client privilege or otherwise prejudice the client.

15 (c) A lawyer shall make reasonable efforts to prevent the inadvertent or  
16 unauthorized disclosure of, or unauthorized access to, information relating to  
17 the representation of a client.

18 (d) A lawyer shall reveal information relating to the representation of a  
19 client to the extent the lawyer reasonably believes necessary to prevent a  
20 criminal act that the lawyer believes is likely to result in reasonably certain  
21 death or substantial bodily harm.  
22  
23

24 **Eighth Cause of Action**

25 **(All Defendants)**

26 **Mortgage Fraud NRS 205.372**  
27  
28

1 340. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
2 she then started Aydens Army Angels with funds raised from Ayden's  
3 treatment.

4 341. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
5 1/18/2018 which should have been filed as an annulment, in which neither  
6 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
7 assessed the proper damages.

8 342. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
9 to assist with a false defamation case against realtor Linda Naw retaining  
10 counsel at \$5000.

11 343. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
12 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
13 Jennings and Fulton never reported the Malpractice.

14 344. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
15 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
16 to add additional parties as Ms. Licari requested.

17 345. On or around 12/2018 Ms. Licari received clear and concise findings from  
18 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
19 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
20 and Fulton, Adam Fulton, refused to include all parties and countered only  
21 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
22 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
23 the transaction in question.

24 346. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
25 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
26 for case D-18-573154-D.  
27  
28



1 347. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
2 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
3 inadequate damages and failed to properly file Lis Pendens on the behalf of  
4 Ms. Licari causing a loss of \$300000.

5 348. Adam Fulton refused to assess proper damages in any of the 3 cases they  
6 were handling on the behalf of Ms.Licari, telling Ms. Licari she could not  
7 double dip and could only retain the monies that were taken from her.  
8 Purposely assessing no damages, restitution which cause loses in the amount  
9 of 3 times the value of the home at \$300000.

10 349. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
11 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
12 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
13 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
14 total loss in the divorce litigation in the amount of \$30000.  
15

16 350. Jennings and Fulton and Shumway Van litigated a divorce for two years  
17 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
18 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
19 \$37000 in mortgage payments for a home obtained through Fraud.  
20

21 351. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
22 settlement with National Title Company, Linda Naw, and Nikki Bott.

23 352. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
24 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
25 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

26 353. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
27 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
28

1 subject to mental and emotional abuse for two years in which Ms. Licari is  
2 entitled to restitution and punitive damages.

3 354. Jennings and Fulton and Shumway Van litigated a divorce that should  
4 have been annulled, Ms. Licari asked several times about annulment, and  
5 Jared Jennings refused to follow the law and for his own unjust enrichment  
6 continued to litigate the complaint as a divorce, resulting in the loss of her  
7 home as community property resulting in a loss of \$300000.

8 355. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
9 Moulton and Garrett Chase to share information from the divorce case D-18-  
10 573154-D and case A-18-786141-C to try to manipulate evidence and the  
11 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
12 \$300000.  
13

14 356. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
15 fees that were inflated and unnecessary Jennings and Fulton erroneously  
16 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
17 erroneous legal fees.

18 357. Jennings and Fulton had the legal responsibility to produce all evidence in  
19 a timely manner, in which they did not and purposely withheld evidence that  
20 could have settled the cases and avoided a trial that caused Ms. Licari  
21 extreme pain and suffering by allowing those who victimized Ms. Licari to  
22 continue to do so through abusing the legal system.  
23

24 358. Jennings and Fulton, did not suggest a Handwriting Expert when they  
25 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
26 savings.  
27  
28

1 359. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
2 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
3 filings being submitted on her behalf.

4 360. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
5 and then filed two separate complaints for the same forged deed in the same  
6 real estate transaction. Adam Fulton did not access special damages punitive  
7 damages, or restitution resulting in the loss of \$900000.

8 361. Jennings and Fulton and Shumway Van conspired together to provide  
9 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
10 unjust settlement and relive their clients of financial responsibility for their  
11 actions.

12 362. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
13 knew was based on fraud and forgery of a Deed, and then later filed case A-  
14 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
15 conflict of interest, as she was part of the same fraudulent transaction and a  
16 witness in Bobby Antee's case.

17 363. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
18 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
19 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
20 documents and smit them for recording, yet Jennings and Fulton reported  
21 none of these findings at trial on 2-7-2020, but did address the allegations in  
22 filing the complaints A-18-786141-C and A-20-808737-C.

23 364. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
24 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
25 and what was owed to her due to the fraud and forgery.  
26  
27  
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1 365. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
2 not listed on the homeowners policy. They took no action, and as a result Ms.  
3 Licari suffered a loss that would have been covered by homeowners policy in  
4 the amount of \$10000.

5 366. Jared Jennings and Logan Willson returned an hour late from lunch on  
6 2/7/2020 as counsel or case D-18-53157-D.

7 367. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
8 purposely and with ill intent tried to slander Ms. Licari's business causing  
9 defamation against Ms. Licari's Foundation by providing false information from  
10 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
11 statements provided to them, proving the monies that were taken to purchase  
12 the home came from Ms. Licari's personal account and not her business  
13 account.  
14

15 368. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
16 573154-D to help her claim false damages in case A-18-783141-C.

17 369. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
18 Summary Judgement which resulted in an unnecessary two-day trial costing  
19 Ms. Licari \$18000.

20 370. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
21 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
22 as community property instead of providing the defense outlined in the  
23 contract with Jennings and Fulton.  
24

25 371. Shumway Van has harassed Ms. Licari for two years through the abuse of  
26 the legal system, extorting \$37000 in mortgage payments made on the behalf  
27 of their client Bobby Antee.  
28

1 372. Ms. Licari has been a prisoner in a marital home obtained through fraud  
2 and forgery, having no access to her sole and separate property during the  
3 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
4 with legal fees that were being embezzled from her for a defense they were  
5 not providing.

6 373. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
7 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
8 need years of therapy to become whole.

9 374. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
10 advantage of Ms. Licari's fragile mental state and trust she put into them.

11 375. Shumway Van has represented Bobby Antee without charging him  
12 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
13 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
14 and could at no time afford legal fees inflated to what Grayson Moulton has  
15 submitted.

16 376. Jennings and Fulton representation was inadequate and their negligence  
17 and malpractice were the direct cause of Ms. Licari now needing to go to  
18 Supreme Court for a marriage that lasted two months causing Ms. Licari  
19 \$6000 in printing, copy, and filing fees.

20 377. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
21 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
22 this evidence through discovery in any case or at trial and did not advocate on  
23 her behalf as agreed upon at retention.

24 378. Jennings and Fulton did not advocate or provide any evidence on Ms.  
25 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
26 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
27  
28

1 payout of the bond or action taken against the Notary who was also the  
2 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
3 \$10000.

4 379. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
5 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
6 have an ID to even sign the document in question. They could have forced  
7 settlement and instead litigated for their own unjust enrichment.

8 380. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
9 Malpractice in which Nevada State Bar took no action ignoring clear and  
10 concise evidence and helping Jennings and Fulton and Shumway Van  
11 conceal their crimes.

12 381. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
13 and did not follow the proper process when a complaint is received.

14 382. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
15 even after obtaining the false judges ruling and with proof from a Handwriting  
16 Expert. Allowing opposing counsel to continue to commit legal malpractice  
17 and harass Ms. Licari through the Legal System.

18 383. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
19 needed in the divorce but to manipulate to outcome and ruling in court and  
20 provided these items to opposing counsel. Logan Willson has not provided  
21 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
22 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

23 384. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
24 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
25 System.  
26  
27  
28

1 385. Jennings and Fulton waited a year after Clear and Concise findings from  
2 the Secretary of State, to file case A-20-808737-C and then claimed damages  
3 under \$15000 when they knew the False Defamation case A-18-786141-C  
4 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
5 LiCari in the excess of \$20000, so it should have never been sent to  
6 arbitration, causing and additional \$2000 in legal fees and costs.

7  
8 December 2018 Ms. Licari informed Jennings and Fulton of the State of  
9 Nevada Secretary of State findings. Ms. Nikki Bott was also known as Nikki  
10 Sikalis Bott, in which she was the Escrow Agent and the Notary. Ms. Bott  
11 notarized her own Escrow file resulting in the forgery of Ms. Licari's name to a  
12 Quit Claim, Jennings and Fulton withheld this information to conceal the  
13 crimes and leave the Title of the Marital home Slandered. Jennings and Fulton  
14 and Shumway Van worked with GLVAR and NRED to take no action on the  
15 behalf of Ms.Licari.  
16

17 **Ninth Cause of Action**

18 **(All Defendants)**

19 **Business Disparagement**

20 386. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
21 she then started Aydens Army Angels with funds raised from Ayden's  
22 treatment.  
23

24 387. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
25 1/18/2018 which should have been filed as an annulment, in which neither  
26 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
27 assessed the proper damages.  
28

1 388. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
2 to assist with a false defamation case against realtor Linda Naw retaining  
3 counsel at \$5000.

4 389. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
5 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
6 Jennings and Fulton never reported the Malpractice.

7 390. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
8 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
9 to add additional parties as Ms. Licari requested.

10 391. On or around 12/2018 Ms. Licari received clear and concise findings from  
11 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
12 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
13 and Fulton, Adam Fulton, refused to include all parties and countered only  
14 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
15 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
16 the transaction in question.

17 392. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
18 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
19 for case D-18-573154-D.  
20

21 393. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
22 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
23 inadequate damages and failed to properly file Lis Pendens on the behalf of  
24 Ms. Licari causing a loss of \$300000.  
25

26 394. Adam Fulton refused to assess proper damages in any of the 3 cases they  
27 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
28 double dip and could only retain the monies that were taken from her.



1 Purposely assessing no damages, restitution which cause loses in the amount  
2 of 3 times the value of the home at \$300000.

3 395. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
4 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
5 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
6 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
7 total loss in the divorce litigation in the amount of \$30000.

8 396. Jennings and Fulton and Shumway Van litigated a divorce for two years  
9 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
10 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
11 \$37000 in mortgage payments for a home obtained through Fraud.

12 397. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
13 settlement with National Title Company, Linda Naw, and Nikki Bott.

14 398. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
15 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
16 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

17 399. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
18 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
19 subject to mental and emotional abuse for two years in which Ms. Licari is  
20 entitled to restitution and punitive damages.

21 400. Jennings and Fulton and Shumway Van litigated a divorce that should  
22 have been annulled, Ms. Licari asked several times about annulment, and  
23 Jared Jennings refused to follow the law and for his own unjust enrichment  
24 continued to litigate the complaint as a divorce, resulting in the loss of her  
25 home as community property resulting in a loss of \$300000.  
26  
27  
28

1 401. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
2 Moulton and Garrett Chase to share information from the divorce case D-18-  
3 573154-D and case A-18-786141-C to try to manipulate evidence and the  
4 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
5 \$300000.

6 402. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
7 fees that were inflated and unnecessary Jennings and Fulton erroneously  
8 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
9 erroneous legal fees.

10 403. Jennings and Fulton had the legal responsibility to produce all evidence in  
11 a timely manner, in which they did not and purposely withheld evidence that  
12 could have settled the cases and avoided a trial that caused Ms. Licari  
13 extreme pain and suffering by allowing those who victimized Ms. Licari to  
14 continue to do so through abusing the legal system.

15 404. Jennings and Fulton, did not suggest a Handwriting Expert when they  
16 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
17 savings.

18 405. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
19 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
20 filings being submitted on her behalf.

21 406. Adam Fulton lied to Ms.Licari about damages and restitution owed to her,  
22 and then filed two separate complaints for the same forged deed in the same  
23 real estate transaction. Adam Fulton did not access special damages punitive  
24 damages, or restitution resulting in the loss of \$900000.

25 407. Jennings and Fulton and Shumway Van conspired together to provide  
26 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
27  
28

1 unjust settlement and relive their clients of financial responsibility for their  
2 actions.

3 408. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
4 knew was based on fraud and forgery of a Deed, and then later filed case A-  
5 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
6 conflict of interest, as she was part of the same fraudulent transaction and a  
7 witness in Bobby Antee's case.

8 409. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
9 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
10 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
11 documents and smit them for recording, yet Jennings and Fulton reported  
12 none of these findings at trial on 2-7-2020, but did address the allegations in  
13 filing the complaints A-18-786141-C and A-20-808737-C.

14 410. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
15 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
16 and what was owed to her due to the fraud and forgery.

17 411. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
18 not listed on the homeowners policy. They took no action, and as a result Ms.  
19 Licari suffered a loss that would have been covered by homeowners policy in  
20 the amount of \$10000.  
21

22 412. Jared Jennings and Logan Willson returned an hour late from lunch on  
23 2/7/2020 as counsel or case D-18-53157-D.  
24

25 413. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
26 purposely and will ill intent tried to slander Ms. Licari's business causing  
27 defamation against Ms. Licari's Foundation by providing false information from  
28 the IRS that was fabricated, and withholding Ms. Licari's personal bank

1 statements provided to them, proving the monies that were taken to purchase  
2 the home came from Ms. Licari's personal account and not her business  
3 account.

4 414. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
5 573154-D to help her claim false damages in case A-18-783141-C.

6 415. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
7 Summary Judgement which resulted in an unnecessary two-day trial costing  
8 Ms. Licari \$18000.

9 416. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
10 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
11 as community property instead of providing the defense outlined in the  
12 contract with Jennings and Fulton.

13 417. Shumway Van has harassed Ms. Licari for two years through the abuse of  
14 the legal system, extorting \$37000 in mortgage payments made on the behalf  
15 of their client Bobby Antee.

16 418. Ms. Licari has been a prisoner in a marital home obtained through fraud  
17 and forgery, having no access to her sole and separate property during the  
18 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
19 with legal fees that were being embezzled from her for a defense they were  
20 not providing.

21 419. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
22 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
23 need years of therapy to become whole.

24 420. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
25 advantage of Ms. Licari's fragile mental state and trust she put into them.  
26  
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1 421. Shumway Van has represented Bobby Antee without charging him  
2 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
3 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
4 and could at no time afford legal fees inflated to what Grayson Moulton has  
5 submitted.

6 422. Jennings and Fulton representation was inadequate and their negligence  
7 and malpractice were the direct cause of Ms. Licari now needing to go to  
8 Supreme Court for a marriage that lasted two months causing Ms. Licari  
9 \$6000 in printing, copy, and filing fees.

10 423. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
11 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
12 this evidence through discovery in any case or at trial and did not advocate on  
13 her behalf as agreed upon at retention.  
14

15 424. Jennings and Fulton did not advocate or provide any evidence on Ms.  
16 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
17 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
18 payout of the bond or action taken against the Notary who was also the  
19 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
20 \$10000.

21 425. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
22 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
23 have an ID to even sign the document in question. They could have forced  
24 settlement and instead litigated for their own unjust enrichment.  
25

26 426. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
27 Malpractice in which Nevada State Bar took no action ignoring clear and  
28

1 concise evidence and helping Jennings and Fulton and Shumway Van  
2 conceal their crimes.

3 427. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
4 and did not follow the proper process when a complaint is received.

5 428. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
6 even after obtaining the false judges ruling and with proof from a Handwriting  
7 Expert. Allowing opposing counsel to continue to commit legal malpractice  
8 and harass Ms. Licari through the Legal System.

9 429. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
10 needed in the divorce but to manipulate to outcome and ruling in court and  
11 provided these items to opposing counsel. Logan Willson has not provided  
12 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
13 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.  
14

15 430. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
16 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
17 System.

18 431. Jennings and Fulton waited a year after Clear and Concise findings from  
19 the Secretary of State, to file case A-20-808737-C and then claimed damages  
20 under \$15000 when they knew the False Defamation case A-18-786141-C  
21 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
22 LiCari in the excess of \$20000, so it should have never been sent to  
23 arbitration, causing and additional \$2000 in legal fees and costs.  
24

25  
26 **Tenth Cause of Action**

27 **(Jennings and Fulton, Shumway Van, Adam Fulton, Jared Jennings,**  
28 **Logan Willson, Garrett Chase, Grayson Moulton)**

## Unjust Enrichment

1  
2 432. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
3 she then started Aydens Army Angels with funds raised from Ayden's  
4 treatment.

5 433. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
6 1/18/2018 which should have been filed as an annulment, in which neither  
7 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
8 assessed the proper damages.

9 434. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
10 to assist with a false defamation case against realtor Linda Naw retaining  
11 counsel at \$5000.

12 435. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
13 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
14 Jennings and Fulton never reported the Malpractice.

15 436. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
16 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
17 to add additional parties as Ms. Licari requested.

18 437. On or around 12/2018 Ms. Licari received clear and concise findings from  
19 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
20 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
21 and Fulton, Adam Fulton, refused to include all parties and countered only  
22 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
23 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
24 the transaction in question.  
25  
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28

1 438. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
2 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
3 for case D-18-573154-D.

4 439. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
5 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
6 inadequate damages and failed to properly file Lis Pendens on the behalf of  
7 Ms. Licari causing a loss of \$300000.

8 440. Adam Fulton refused to assess proper damages in any of the 3 cases they  
9 were handling on the behalf of Ms.Licari, telling Ms. Licari she could not  
10 double dip and could only retain the monies that were taken from her.  
11 Purposely assessing no damages, restitution which cause loses in the amount  
12 of 3 times the value of the home at \$300000.

13 441. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
14 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
15 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
16 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
17 total loss in the divorce litigation in the amount of \$30000.  
18

19 442. Jennings and Fulton and Shumway Van litigated a divorce for two years  
20 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
21 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
22 \$37000 in mortgage payments for a home obtained through Fraud.  
23

24 443. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
25 settlement with National Title Company, Linda Naw, and Nikki Bott.

26 444. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
27 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
28 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.



1 445. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
2 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
3 subject to mental and emotional abuse for two years in which Ms. Licari is  
4 entitled to restitution and punitive damages.

5 446. Jennings and Fulton and Shumway Van litigated a divorce that should  
6 have been annulled, Ms. Licari asked several times about annulment, and  
7 Jared Jennings refused to follow the law and for his own unjust enrichment  
8 continued to litigate the complaint as a divorce, resulting in the loss of her  
9 home as community property resulting in a loss of \$300000.

10 447. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
11 Moulton and Garrett Chase to share information from the divorce case D-18-  
12 573154-D and case A-18-786141-C to try to manipulate evidence and the  
13 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
14 \$300000.  
15

16 448. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
17 fees that were inflated and unnecessary Jennings and Fulton erroneously  
18 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
19 erroneous legal fees.

20 449. Jennings and Fulton had the legal responsibility to produce all evidence in  
21 a timely manner, in which they did not and purposely withheld evidence that  
22 could have settled the cases and avoided a trial that caused Ms. Licari  
23 extreme pain and suffering by allowing those who victimized Ms. Licari to  
24 continue to do so through abusing the legal system.  
25

26 450. Jennings and Fulton, did not suggest a Handwriting Expert when they  
27 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
28 savings.

1 451. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
2 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
3 filings being submitted on her behalf.

4 452. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
5 and then filed two separate complaints for the same forged deed in the same  
6 real estate transaction. Adam Fulton did not access special damages punitive  
7 damages, or restitution resulting in the loss of \$900000.

8 453. Jennings and Fulton and Shumway Van conspired together to provide  
9 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
10 unjust settlement and relive their clients of financial responsibility for their  
11 actions.

12 454. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
13 knew was based on fraud and forgery of a Deed, and then later filed case A-  
14 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
15 conflict of interest, as she was part of the same fraudulent transaction and a  
16 witness in Bobby Antee's case.

17 455. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
18 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
19 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
20 documents and smit them for recording, yet Jennings and Fulton reported  
21 none of these findings at trial on 2-7-2020, but did address the allegations in  
22 filing the complaints A-18-786141-C and A-20-808737-C.  
23

24 456. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
25 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
26 and what was owed to her due to the fraud and forgery.  
27  
28

1 457. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
2 not listed on the homeowners policy. They took no action, and as a result Ms.  
3 Licari suffered a loss that would have been covered by homeowners policy in  
4 the amount of \$10000.

5 458. Jared Jennings and Logan Willson returned an hour late from lunch on  
6 2/7/2020 as counsel or case D-18-53157-D.

7 459. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
8 purposely and with ill intent tried to slander Ms. Licari's business causing  
9 defamation against Ms. Licari's Foundation by providing false information from  
10 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
11 statements provided to them, proving the monies that were taken to purchase  
12 the home came from Ms. Licari's personal account and not her business  
13 account.  
14

15 460. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
16 573154-D to help her claim false damages in case A-18-783141-C.

17 461. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
18 Summary Judgement which resulted in an unnecessary two-day trial costing  
19 Ms. Licari \$18000.

20 462. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
21 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
22 as community property instead of providing the defense outlined in the  
23 contract with Jennings and Fulton.  
24

25 463. Shumway Van has harassed Ms. Licari for two years through the abuse of  
26 the legal system, extorting \$37000 in mortgage payments made on the behalf  
27 of their client Bobby Antee.  
28

1 464. Ms. Licari has been a prisoner in a marital home obtained through fraud  
2 and forgery, having no access to her sole and separate property during the  
3 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
4 with legal fees that were being embezzled from her for a defense they were  
5 not providing.

6 465. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
7 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
8 need years of therapy to become whole.

9 466. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
10 advantage of Ms. Licari's fragile mental state and trust she put into them.

11 467. Shumway Van has represented Bobby Antee without charging him  
12 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
13 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
14 and could at no time afford legal fees inflated to what Grayson Moulton has  
15 submitted.

16 468. Jennings and Fulton representation was inadequate and their negligence  
17 and malpractice were the direct cause of Ms. Licari now needing to go to  
18 Supreme Court for a marriage that lasted two months causing Ms. Licari  
19 \$6000 in printing, copy, and filing fees.

20 469. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
21 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
22 this evidence through discovery in any case or at trial and did not advocate on  
23 her behalf as agreed upon at retention.

24 470. Jennings and Fulton did not advocate or provide any evidence on Ms.  
25 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
26 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
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1 payout of the bond or action taken against the Notary who was also the  
2 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
3 \$10000.

4 471. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
5 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
6 have an ID to even sign the document in question. They could have forced  
7 settlement and instead litigated for their own unjust enrichment.

8 472. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
9 Malpractice in which Nevada State Bar took no action ignoring clear and  
10 concise evidence and helping Jennings and Fulton and Shumway Van  
11 conceal their crimes.

12 473. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
13 and did not follow the proper process when a complaint is received.

14 474. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
15 even after obtaining the false judges ruling and with proof from a Handwriting  
16 Expert. Allowing opposing counsel to continue to commit legal malpractice  
17 and harass Ms. Licari through the Legal System.

18 475. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
19 needed in the divorce but to manipulate to outcome and ruling in court and  
20 provided these items to opposing counsel. Logan Willson has not provided  
21 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
22 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

23 476. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
24 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
25 System.  
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1 477. Jennings and Fulton waited a year after Clear and Concise findings from  
2 the Secretary of State, to file case A-20-808737-C and then claimed damages  
3 under \$15000 when they knew the False Defamation case A-18-786141-C  
4 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
5 LiCari in the excess of \$20000, so it should have never been sent to  
6 arbitration, causing and additional \$2000 in legal fees and costs.

7  
8 **Rule 1.5. Fees.**

9 (a) A lawyer shall not make an agreement for, charge, or collect an unreasonable  
10 fee or an unreasonable amount for expenses. The factors to be considered in  
11 determining the reasonableness of a fee include the following:

12 (1) The time and labor required, the novelty and difficulty of the questions  
13 involved, and the skill requisite to perform the legal service properly;

14 (2) The likelihood, if apparent to the client, that the acceptance of the particular  
15 employment will preclude other employment by the lawyer;

16 (3) The fee customarily charged in the locality for similar legal services;

17 (4) The amount involved and the results obtained;

18 (5) The time limitations imposed by the client or by the circumstances;

19 (6) The nature and length of the professional relationship with the client;

20 (7) The experience, reputation, and ability of the lawyer or lawyers performing  
21 the services; and

22 (8) Whether the fee is fixed or contingent.

23 (b) The scope of the representation and the basis or rate of the fee and expenses  
24 for which the client will be responsible shall be communicated to the client, preferably in  
25 writing, before or within a reasonable time after commencing the representation, except  
26 when the lawyer will charge a regularly represented client on the same basis or rate.  
27 Any changes in the basis or rate of the fee or expenses shall also be communicated to  
28 the client.

Jennings and Fulton and Shumway Van litigated a divorce case that both legal counsels  
knew was fraud and bases for annulment. Ms. Licari immediately ended the marriage  
when she found out of the fraud and Bobby Antee and Ms. LiCari did not live together or  
communicate after the fraud and was bases for Annulment. Jennings and Fulton and  
Shumway Van both litigated unnecessarily abusing the legal process. Jennings and  
Fulton and Shumway Van are charging inflated legal fees not based of the work they  
completed but based on the amount of equity being returned to Ms. Licari.

**Eleventh Cause of Action**

**(All Defendants)**

**Defamation**

1 478. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
2 she then started Aydens Army Angels with funds raised from Ayden's  
3 treatment.

4 479. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
5 1/18/2018 which should have been filed as an annulment, in which neither  
6 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
7 assessed the proper damages.

8 480. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
9 to assist with a false defamation case against realtor Linda Naw retaining  
10 counsel at \$5000.

11 481. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
12 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
13 Jennings and Fulton never reported the Malpractice.

14 482. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
15 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
16 to add additional parties as Ms. Licari requested.

17 483. On or around 12/2018 Ms. Licari received clear and concise findings from  
18 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
19 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
20 and Fulton, Adam Fulton, refused to include all parties and countered only  
21 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
22 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
23 the transaction in question.

24 484. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
25 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
26 for case D-18-573154-D.  
27  
28

1 485. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
2 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
3 inadequate damages and failed to properly file Lis Pendens on the behalf of  
4 Ms. Licari causing a loss of \$300000.

5 486. Adam Fulton refused to assess proper damages in any of the 3 cases they  
6 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
7 double dip and could only retain the monies that were taken from her.  
8 Purposely assessing no damages, restitution which cause loses in the amount  
9 of 3 times the value of the home at \$300000.

10 487. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
11 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
12 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
13 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
14 total loss in the divorce litigation in the amount of \$30000.  
15

16 488. Jennings and Fulton and Shumway Van litigated a divorce for two years  
17 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
18 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
19 \$37000 in mortgage payments for a home obtained through Fraud.  
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21 489. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
22 settlement with National Title Company, Linda Naw, and Nikki Bott.

23 490. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
24 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
25 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

26 491. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
27 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
28



1 subject to mental and emotional abuse for two years in which Ms. Licari is  
2 entitled to restitution and punitive damages.

3 492. Jennings and Fulton and Shumway Van litigated a divorce that should  
4 have been annulled, Ms. Licari asked several times about annulment, and  
5 Jared Jennings refused to follow the law and for his own unjust enrichment  
6 continued to litigate the complaint as a divorce, resulting in the loss of her  
7 home as community property resulting in a loss of \$300000.

8 493. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
9 Moulton and Garrett Chase to share information from the divorce case D-18-  
10 573154-D and case A-18-786141-C to try to manipulate evidence and the  
11 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
12 \$300000.

13 494. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
14 fees that were inflated and unnecessary Jennings and Fulton erroneously  
15 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
16 erroneous legal fees.

17 495. Jennings and Fulton had the legal responsibility to produce all evidence in  
18 a timely manner, in which they did not and purposely withheld evidence that  
19 could have settled the cases and avoided a trial that caused Ms. Licari  
20 extreme pain and suffering by allowing those who victimized Ms. Licari to  
21 continue to do so through abusing the legal system.

22 496. Jennings and Fulton, did not suggest a Handwriting Expert when they  
23 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
24 savings.  
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1 497. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
2 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
3 filings being submitted on her behalf.

4 498. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
5 and then filed two separate complaints for the same forged deed in the same  
6 real estate transaction. Adam Fulton did not access special damages punitive  
7 damages, or restitution resulting in the loss of \$900000.

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9 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
10 unjust settlement and relive their clients of financial responsibility for their  
11 actions.

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13 knew was based on fraud and forgery of a Deed, and then later filed case A-  
14 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
15 conflict of interest, as she was part of the same fraudulent transaction and a  
16 witness in Bobby Antee's case.

17 501. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
18 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
19 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
20 documents and smit them for recording, yet Jennings and Fulton reported  
21 none of these findings at trial on 2-7-2020, but did address the allegations in  
22 filing the complaints A-18-786141-C and A-20-808737-C.

23 502. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
24 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
25 and what was owed to her due to the fraud and forgery.  
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1 503. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
2 not listed on the homeowners policy. They took no action, and as a result Ms.  
3 Licari suffered a loss that would have been covered by homeowners policy in  
4 the amount of \$10000.

5 504. Jared Jennings and Logan Willson returned an hour late from lunch on  
6 2/7/2020 as counsel or case D-18-53157-D.

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8 purposely and with ill intent tried to slander Ms. Licari's business causing  
9 defamation against Ms. Licari's Foundation by providing false information from  
10 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
11 statements provided to them, proving the monies that were taken to purchase  
12 the home came from Ms. Licari's personal account and not her business  
13 account.  
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16 573154-D to help her claim false damages in case A-18-783141-C.

17 507. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
18 Summary Judgement which resulted in an unnecessary two-day trial costing  
19 Ms. Licari \$18000.

20 508. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
21 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
22 as community property instead of providing the defense outlined in the  
23 contract with Jennings and Fulton.  
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25 509. Shumway Van has harassed Ms. Licari for two years through the abuse of  
26 the legal system, extorting \$37000 in mortgage payments made on the behalf  
27 of their client Bobby Antee.  
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1 510. Ms. Licari has been a prisoner in a marital home obtained through fraud  
2 and forgery, having no access to her sole and separate property during the  
3 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
4 with legal fees that were being embezzled from her for a defense they were  
5 not providing.

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7 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
8 need years of therapy to become whole.

9 512. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
10 advantage of Ms. Licari's fragile mental state and trust she put into them.

11 513. Shumway Van has represented Bobby Antee without charging him  
12 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
13 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
14 and could at no time afford legal fees inflated to what Grayson Moulton has  
15 submitted.

16 514. Jennings and Fulton representation was inadequate and their negligence  
17 and malpractice were the direct cause of Ms. Licari now needing to go to  
18 Supreme Court for a marriage that lasted two months causing Ms. Licari  
19 \$6000 in printing, copy, and filing fees.

20 515. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
21 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
22 this evidence through discovery in any case or at trial and did not advocate on  
23 her behalf as agreed upon at retention.

24 516. Jennings and Fulton did not advocate or provide any evidence on Ms.  
25 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
26 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
27  
28

1 payout of the bond or action taken against the Notary who was also the  
2 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
3 \$10000.

4 517. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
5 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
6 have an ID to even sign the document in question. They could have forced  
7 settlement and instead litigated for their own unjust enrichment.

8 518. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
9 Malpractice in which Nevada State Bar took no action ignoring clear and  
10 concise evidence and helping Jennings and Fulton and Shumway Van  
11 conceal their crimes.

12 519. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
13 and did not follow the proper process when a complaint is received.

14 520. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
15 even after obtaining the false judges ruling and with proof from a Handwriting  
16 Expert. Allowing opposing counsel to continue to commit legal malpractice  
17 and harass Ms. Licari through the Legal System.

18 521. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
19 needed in the divorce but to manipulate to outcome and ruling in court and  
20 provided these items to opposing counsel. Logan Willson has not provided  
21 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
22 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

23 522. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
24 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
25 System.  
26  
27  
28

1 523. Jennings and Fulton waited a year after Clear and Concise findings from  
2 the Secretary of State, to file case A-20-808737-C and then claimed damages  
3 under \$15000 when they knew the False Defamation case A-18-786141-C  
4 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
5 LiCari in the excess of \$20000, so it should have never been sent to  
6 arbitration, causing and additional \$2000 in legal fees and costs.

7  
8 **Twelfth Cause of Action**

9 **(Jennings and Fulton, Jared Jennings, Adam Fulton, Logan Wilson)**

10 **Torture** *18 U.S. Code section 2340*

11 524. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
12 she then started Aydens Army Angels with funds raised from Ayden's  
13 treatment.

14 525. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
15 1/18/2018 which should have been filed as an annulment, in which neither  
16 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
17 assessed the proper damages.

18 526. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
19 to assist with a false defamation case against realtor Linda Naw retaining  
20 counsel at \$5000.

21 527. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
22 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
23 Jennings and Fulton never reported the Malpractice.

24 528. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
25 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
26 to add additional parties as Ms. Licari requested.  
27  
28

1 529. On or around 12/2018 Ms. Licari received clear and concise findings from  
2 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
3 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
4 and Fulton, Adam Fulton, refused to include all parties and countered only  
5 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
6 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
7 the transaction in question.

8 530. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
9 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
10 for case D-18-573154-D.

11 531. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
12 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
13 inadequate damages and failed to properly file Lis Pendens on the behalf of  
14 Ms. Licari causing a loss of \$300000.

15 532. Adam Fulton refused to assess proper damages in any of the 3 cases they  
16 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
17 double dip and could only retain the monies that were taken from her.  
18 Purposely assessing no damages, restitution which cause loses in the amount  
19 of 3 times the value of the home at \$300000.  
20

21 533. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
22 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
23 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
24 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
25 total loss in the divorce litigation in the amount of \$30000.  
26

27 534. Jennings and Fulton and Shumway Van litigated a divorce for two years  
28 based on fraud in an effort to manipulate the outcome of civil cases A-20-

1 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
2 \$37000 in mortgage payments for a home obtained through Fraud.

3 535. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
4 settlement with National Title Company, Linda Naw, and Nikki Bott.

5 536. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
6 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
7 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

8 537. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
9 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
10 subject to mental and emotional abuse for two years in which Ms. Licari is  
11 entitled to restitution and punitive damages.

12 538. Jennings and Fulton and Shumway Van litigated a divorce that should  
13 have been annulled, Ms. Licari asked several times about annulment, and  
14 Jared Jennings refused to follow the law and for his own unjust enrichment  
15 continued to litigate the complaint as a divorce, resulting in the loss of her  
16 home as community property resulting in a loss of \$300000.  
17

18 539. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
19 Moulton and Garrett Chase to share information from the divorce case D-18-  
20 573154-D and case A-18-786141-C to try to manipulate evidence and the  
21 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
22 \$300000.  
23

24 540. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
25 fees that were inflated and unnecessary Jennings and Fulton erroneously  
26 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
27 erroneous legal fees.  
28



1 541. Jennings and Fulton had the legal responsibility to produce all evidence in  
2 a timely manner, in which they did not and purposely withheld evidence that  
3 could have settled the cases and avoided a trial that caused Ms. Licari  
4 extreme pain and suffering by allowing those who victimized Ms. Licari to  
5 continue to do so through abusing the legal system.

6 542. Jennings and Fulton, did not suggest a Handwriting Expert when they  
7 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
8 savings.

9 543. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
10 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
11 filings being submitted on her behalf.

12 544. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
13 and then filed two separate complaints for the same forged deed in the same  
14 real estate transaction. Adam Fulton did not access special damages punitive  
15 damages, or restitution resulting in the loss of \$900000.  
16

17 545. Jennings and Fulton and Shumway Van conspired together to provide  
18 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
19 unjust settlement and relive their clients of financial responsibility for their  
20 actions.

21 546. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
22 knew was based on fraud and forgery of a Deed, and then later filed case A-  
23 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
24 conflict of interest, as she was part of the same fraudulent transaction and a  
25 witness in Bobby Antee's case.  
26

27 547. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
28 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title

1 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
2 documents and smit them for recording, yet Jennings and Fulton reported  
3 none of these findings at trial on 2-7-2020, but did address the allegations in  
4 filing the complaints A-18-786141-C and A-20-808737-C.

5 548. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
6 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
7 and what was owed to her due to the fraud and forgery.

8 549. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
9 not listed on the homeowners policy. They took no action, and as a result Ms.  
10 Licari suffered a loss that would have been covered by homeowners policy in  
11 the amount of \$10000.

12 550. Jared Jennings and Logan Willson returned an hour late from lunch on  
13 2/7/2020 as counsel or case D-18-53157-D.

14 551. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
15 purposely and will ill intent tried to slander Ms. Licari's business causing  
16 defamation against Ms. Licari's Foundation by providing false information from  
17 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
18 statements provided to them, proving the monies that were taken to purchase  
19 the home came from Ms. Licari's personal account and not her business  
20 account.  
21

22 552. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
23 573154-D to help her claim false damages in case A-18-783141-C.  
24

25 553. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
26 Summary Judgement which resulted in an unnecessary two-day trail costing  
27 Ms. Licari \$18000.  
28

1 554. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
2 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
3 as community property instead of providing the defense outlined in the  
4 contract with Jennings and Fulton.

5 555. Shumway Van has harassed Ms. Licari for two years through the abuse of  
6 the legal system, extorting \$37000 in mortgage payments made on the behalf  
7 of their client Bobby Antee.

8 556. Ms. Licari has been a prisoner in a marital home obtained through fraud  
9 and forgery, having no access to her sole and separate property during the  
10 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
11 with legal fees that were being embezzled from her for a defense they were  
12 not providing.

13 557. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
14 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
15 need years of therapy to become whole.

16 558. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
17 advantage of Ms. Licari's fragile mental state and trust she put into them.

18 559. Shumway Van has represented Bobby Antee without charging him  
19 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
20 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
21 and could at no time afford legal fees inflated to what Grayson Moulton has  
22 submitted.

23 560. Jennings and Fulton representation was inadequate and their negligence  
24 and malpractice were the direct cause of Ms. Licari now needing to go to  
25 Supreme Court for a marriage that lasted two months causing Ms. Licari  
26 \$6000 in printing, copy, and filing fees.  
27  
28

1 561. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
2 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
3 this evidence through discovery in any case or at trial and did not advocate on  
4 her behalf as agreed upon at retention.

5 562. Jennings and Fulton did not advocate or provide any evidence on Ms.  
6 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
7 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
8 payout of the bond or action taken against the Notary who was also the  
9 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
10 \$10000.

11 563. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
12 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
13 have an ID to even sign the document in question. They could have forced  
14 settlement and instead litigated for their own unjust enrichment.

15 564. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
16 Malpractice in which Nevada State Bar took no action ignoring clear and  
17 concise evidence and helping Jennings and Fulton and Shumway Van  
18 conceal their crimes.

19 565. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
20 and did not follow the proper process when a complaint is received.

21 566. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
22 even after obtaining the false judges ruling and with proof from a Handwriting  
23 Expert. Allowing opposing counsel to continue to commit legal malpractice  
24 and harass Ms. Licari through the Legal System.

25 567. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
26 needed in the divorce but to manipulate to outcome and ruling in court and  
27  
28

1 provided these items to opposing counsel. Logan Willson has not provided  
2 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
3 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.

4 568. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
5 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
6 System.

7 569. Jennings and Fulton waited a year after Clear and Concise findings from  
8 the Secretary of State, to file case A-20-808737-C and then claimed damages  
9 under \$15000 when they knew the False Defamation case A-18-786141-C  
10 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
11 LiCari in the excess of \$20000, so it should have never been sent to  
12 arbitration, causing and additional \$2000 in legal fees and costs.

13  
14  
15 **(1)**

16 "torture" means an act committed by a person acting under the color of law  
17 specifically intended to inflict severe physical or mental pain or suffering (other  
18 than pain or suffering incidental to lawful sanctions) upon another person  
19 within his custody or physical control;

20 **(2)** "severe mental pain or suffering" means the prolonged mental harm caused  
21 by or resulting from—

22 **(A)**

23 the intentional infliction or threatened infliction of severe physical pain or  
24 suffering;

25 **(D)**

26 the threat that another person will imminently be subjected to death, severe  
27 physical pain or suffering, or the administration or application of mind-altering  
28

1 substances or other procedures calculated to disrupt profoundly the senses or  
2 personality; and

3  
4 Jennings and Fulton, Adam Fulton, Logan Willson, and Jared Jennings used  
5 their position to intentionally mislead Ms. Licari. Jennings and Fulton set  
6 several meetings with Ms. Licari where they watched her in tears begging for  
7 justice and proper damages to be assessed and Logan Willson, Jared  
8 Jennings, and Adam Fulton continued to litigate improperly. Withholding  
9 evidence, extending trial dates, and misleading Ms. Licari for their own  
10 personal enrichment. On or about December of 2019 Ms. LiCari had the  
11 police come to her home after a meeting with Jennings and Fulton where their  
12 advice made Ms. Licari suicidal. Jennings and Fulton charged legal fees that  
13 forced Ms. LiCari to work two jobs months after the loss of her son. Jennings  
14 and Fulton and Sumway Van subjected Ms. LiCari to mental and emotional  
15 torture to attempt to conceal the crimes of their clients.  
16

17  
18 **Thirteenth Cause of Action**

19 **(Jennings and Fulton, Shumway Van, Jared Jennings, Adam Fulton,**

20 **Logan Wilson)**

21 **Intentional Misrepresentation**

22 570. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
23 she then started Aydens Army Angels with funds raised from Ayden's  
24 treatment.  
25

26 571. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
27 1/18/2018 which should have been filed as an annulment, in which neither  
28

1 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
2 assessed the proper damages.

3 572. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
4 to assist with a false defamation case against realtor Linda Naw retaining  
5 counsel at \$5000.

6 573. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
7 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
8 Jennings and Fulton never reported the Malpractice.

9 574. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
10 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
11 to add additional parties as Ms. Licari requested.

12 575. On or around 12/2018 Ms. Licari received clear and concise findings from  
13 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
14 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
15 and Fulton, Adam Fulton, refused to include all parties and countered only  
16 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
17 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
18 the transaction in question.

19 576. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
20 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
21 for case D-18-573154-D.  
22

23 577. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
24 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
25 inadequate damages and failed to properly file Lis Pendens on the behalf of  
26 Ms. Licari causing a loss of \$300000.  
27  
28

1 578. Adam Fulton refused to assess proper damages in any of the 3 cases they  
2 were handling on the behalf of Ms.Licari, telling Ms. Licari she could not  
3 double dip and could only retain the monies that were taken from her.

4 Purposely assessing no damages, restitution which cause loses in the amount  
5 of 3 times the value of the home at \$300000.

6 579. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
7 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
8 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
9 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
10 total loss in the divorce litigation in the amount of \$30000.

11 580. Jennings and Fulton and Shumway Van litigated a divorce for two years  
12 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
13 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
14 \$37000 in mortgage payments for a home obtained through Fraud.

15 581. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
16 settlement with National Title Company, Linda Naw, and Nikki Bott.

17 582. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
18 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
19 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

20 583. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
21 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
22 subject to mental and emotional abuse for two years in which Ms. Licari is  
23 entitled to restitution and punitive damages.

24 584. Jennings and Fulton and Shumway Van litigated a divorce that should  
25 have been annulled, Ms. Licari asked several times about annulment, and  
26 Jared Jennings refused to follow the law and for his own unjust enrichment  
27  
28



1 continued to litigate the complaint as a divorce, resulting in the loss of her  
2 home as community property resulting in a loss of \$300000.

3 585. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
4 Moulton and Garrett Chase to share information from the divorce case D-18-  
5 573154-D and case A-18-786141-C to try to manipulate evidence and the  
6 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
7 \$300000.

8 586. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
9 fees that were inflated and unnecessary Jennings and Fulton erroneously  
10 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
11 erroneous legal fees.

12 587. Jennings and Fulton had the legal responsibility to produce all evidence in  
13 a timely manner, in which they did not and purposely withheld evidence that  
14 could have settled the cases and avoided a trial that caused Ms. Licari  
15 extreme pain and suffering by allowing those who victimized Ms. Licari to  
16 continue to do so through abusing the legal system.

17 588. Jennings and Fulton, did not suggest a Handwriting Expert when they  
18 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
19 savings.  
20

21 589. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
22 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
23 filings being submitted on her behalf.

24 590. Adam Fulton lied to Ms.Licari about damages and restitution owed to her,  
25 and then filed two separate complaints for the same forged deed in the same  
26 real estate transaction. Adam Fulton did not access special damages punitive  
27 damages, or restitution resulting in the loss of \$900000.  
28

1 591. Jennings and Fulton and Shumway Van conspired together to provide  
2 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
3 unjust settlement and relive their clients of financial responsibility for their  
4 actions.

5 592. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
6 knew was based on fraud and forgery of a Deed, and then later filed case A-  
7 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
8 conflict of interest, as she was part of the same fraudulent transaction and a  
9 witness in Bobby Antee's case.

10 593. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
11 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
12 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
13 documents and smit them for recording, yet Jennings and Fulton reported  
14 none of these findings at trial on 2-7-2020, but did address the allegations in  
15 filing the complaints A-18-786141-C and A-20-808737-C.  
16

17 594. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
18 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
19 and what was owed to her due to the fraud and forgery.

20 595. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
21 not listed on the homeowners policy. They took no action, and as a result Ms.  
22 Licari suffered a loss that would have been covered by homeowners policy in  
23 the amount of \$10000.  
24

25 596. Jared Jennings and Logan Willson returned an hour late from lunch on  
26 2/7/2020 as counsel or case D-18-53157-D.

27 597. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
28 purposely and will ill intent tried to slander Ms. Licari's business causing

1           defamation against Ms. Licari's Foundation by providing false information from  
2           the IRS that was fabricated, and withholding Ms. Licari's personal bank  
3           statements provided to them, proving the monies that were taken to purchase  
4           the home came from Ms. Licari's personal account and not her business  
5           account.

6           598. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
7           573154-D to help her claim false damages in case A-18-783141-C.

8           599. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
9           Summary Judgement which resulted in an unnecessary two-day trial costing  
10          Ms. Licari \$18000.

11          600. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
12          Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
13          as community property instead of providing the defense outlined in the  
14          contract with Jennings and Fulton.

15          601. Shumway Van has harassed Ms. Licari for two years through the abuse of  
16          the legal system, extorting \$37000 in mortgage payments made on the behalf  
17          of their client Bobby Antee.

18          602. Ms. Licari has been a prisoner in a marital home obtained through fraud  
19          and forgery, having no access to her sole and separate property during the  
20          entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
21          with legal fees that were being embezzled from her for a defense they were  
22          not providing.

23          603. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
24          which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
25          need years of therapy to become whole.  
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1 604. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
2 advantage of Ms. Licari's fragile mental state and trust she put into them.

3 605. Shumway Van has represented Bobby Antee without charging him  
4 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
5 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
6 and could at no time afford legal fees inflated to what Grayson Moulton has  
7 submitted.

8 606. Jennings and Fulton representation was inadequate and their negligence  
9 and malpractice were the direct cause of Ms. Licari now needing to go to  
10 Supreme Court for a marriage that lasted two months causing Ms. Licari  
11 \$6000 in printing, copy, and filing fees.

12 607. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
13 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
14 this evidence through discovery in any case or at trial and did not advocate on  
15 her behalf as agreed upon at retention.

16 608. Jennings and Fulton did not advocate or provide any evidence on Ms.  
17 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
18 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
19 payout of the bond or action taken against the Notary who was also the  
20 Escrow Agent. Resulting in continued litigation and legal fees in the amount of  
21 \$10000.  
22

23 609. Jennings and Fulton were also informed that Ms. Licari surrendered her ID  
24 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
25 have an ID to even sign the document in question. They could have forced  
26 settlement and instead litigated for their own unjust enrichment.  
27  
28

1 610. Ms. Licari filed a complaint with the State Bar of Nevada reporting the legal  
2 Malpractice in which Nevada State Bar took no action ignoring clear and  
3 concise evidence and helping Jennings and Fulton and Shumway Van  
4 conceal their crimes.

5 611. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
6 and did not follow the proper process when a complaint is received.

7 612. Jennings and Fulton refused to file any motions on the behalf of Ms. Licari  
8 even after obtaining the false judges ruling and with proof from a Handwriting  
9 Expert. Allowing opposing counsel to continue to commit legal malpractice  
10 and harass Ms. Licari through the Legal System.

11 613. Logan Willson collected evidence on the behalf of Linda Naw, that was not  
12 needed in the divorce but to manipulate to outcome and ruling in court and  
13 provided these items to opposing counsel. Logan Willson has not provided  
14 Ms. Licari with any of the flings submitted on her behalf, or any of the filings  
15 submitted by opposing counsel in case A-18-786141-C or A-20-808737-C.  
16

17 614. Logan Willson sent pleadings to be approved by Ms. LiCari but then  
18 uploaded different drafts that Ms. Licari did not approve into the Odyssey  
19 System.

20 615. Jennings and Fulton waited a year after Clear and Concise findings from  
21 the Secretary of State, to file case A-20-808737-C and then claimed damages  
22 under \$15000 when they knew the False Defamation case A-18-786141-C  
23 was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
24 LiCari in the excess of \$20000, so it should have never been sent to  
25 arbitration, causing and additional \$2000 in legal fees and costs.  
26  
27  
28

**Fourteenth Cause of Action**

**Conflict of Interest**

**(All Defendants)**

1  
2  
3 616. Ms. Licari lost her son to Childhood Cancer in November 2017, in which  
4 she then started Aydens Army Angels with funds raised from Ayden's  
5 treatment.

6 617. Ms. Licari married Bobby Antee 11/25/2017, and asked for a divorce  
7 1/18/2018 which should have been filed as an annulment, in which neither  
8 legal counsel Jennings and Fulton or Shumway Van corrected the filing or  
9 assessed the proper damages.

10 618. Ms. Licari retained Adam Fulton from Jennings and Fulton LTD, 1/9/2019  
11 to assist with a false defamation case against realtor Linda Naw retaining  
12 counsel at \$5000.

13 619. Ms. Licari informed Adam Fulton that Shumway Van was also handling the  
14 divorce complaint D-18-573154-D for Ms. Licari's Ex Husband, Bobby Antee.  
15 Jennings and Fulton never reported the Malpractice.

16 620. Adam Fulton agreed to defend Ms. Licari against the Defamation claims,  
17 and filed a counter suit against Linda Naw, and Naw Real Estate, but refused  
18 to add additional parties as Ms. Licari requested.

19 621. On or around 12/2018 Ms. Licari received clear and concise findings from  
20 the Nevada Secretary of State, that Escrow Agent Nikki Sikalis Bott notarized  
21 her own Escrow file forging Ms. Licari's name to a Quit Claim Deed. Jennings  
22 and Fulton, Adam Fulton, refused to include all parties and countered only  
23 including Linda Naw and Naw Real Estate Company, when Ms. Licari clearly  
24 explained to Jennings and Fulton that Naw Real Estate had nothing to do with  
25 the transaction in question.  
26  
27  
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1 622. Jennings and Fulton, then convinced Ms. Licari that Jared Jennings was a  
2 family law lawyer and around 1/2019 Jared Jennings substituted in as counsel  
3 for case D-18-573154-D.

4 623. A year after retaining Jennings and Fulton, Adam Fulton filed case A-20-  
5 808737-C against Nikki Sikalis Bott and National Title Company, claiming  
6 inadequate damages and failed to properly file Lis Pendens on the behalf of  
7 Ms. Licari causing a loss of \$300000.

8 624. Adam Fulton refused to assess proper damages in any of the 3 cases they  
9 were handling on the behalf of Ms. Licari, telling Ms. Licari she could not  
10 double dip and could only retain the monies that were taken from her.  
11 Purposely assessing no damages, restitution which cause loses in the amount  
12 of 3 times the value of the home at \$300000.

13 625. Jennings and Fulton, Jared Jennings, Logan Wilson, Grayson Moulton and  
14 Shumway Van conspired together, to remove Ms. Licari's evidence out of the  
15 trial Binder at trial for case D-18-573154-D litigating a unnecessary divorce  
16 charging fees of \$12000 prior to trial and an additional \$18000 just for trial. A  
17 total loss in the divorce litigation in the amount of \$30000.  
18

19 626. Jennings and Fulton and Shumway Van litigated a divorce for two years  
20 based on fraud in an effort to manipulate the outcome of civil cases A-20-  
21 808737-C and A-18-786141-C during this time Ms. Licari was forced to pay  
22 \$37000 in mortgage payments for a home obtained through Fraud.  
23

24 627. Adam Fulton threatened Ms. Licari, trying to force her into an unjust  
25 settlement with National Title Company, Linda Naw, and Nikki Bott.

26 628. Adam Fulton refused to assist Ms. Licari in obtaining the Bond, for forgery,  
27 with Liberty Mutual, instead encouraging Liberty Mutual to not pay the bond  
28 where Ms. LiCari suffered the loss of the bond in the amount of \$10,000.

1 629. Jared Jennings and Logan Wilson refused to file any motions on the behalf  
2 of Ms Licari when Bobby Antee was in contempt of court, leaving Ms. Licari  
3 subject to mental and emotional abuse for two years in which Ms. Licari is  
4 entitled to restitution and punitive damages.

5 630. Jennings and Fulton and Shumway Van litigated a divorce that should  
6 have been annulled, Ms. Licari asked several times about annulment, and  
7 Jared Jennings refused to follow the law and for his own unjust enrichment  
8 continued to litigate the complaint as a divorce, resulting in the loss of her  
9 home as community property resulting in a loss of \$300000.

10 631. Logan Willson , Adam Fulton, Jared Jennings conspired with Grayson  
11 Moulton and Garrett Chase to share information from the divorce case D-18-  
12 573154-D and case A-18-786141-C to try to manipulate evidence and the  
13 outcome of the cases resulting in the loss of Ms.Licari' home valued at  
14 \$300000.  
15

16 632. Shumway Van and Jennings and Fulton are extorting Ms. Licari for legal  
17 fees that were inflated and unnecessary Jennings and Fulton erroneously  
18 charged \$30000 in legal fees and Shumway Van charging \$33000 in  
19 erroneous legal fees.

20 633. Jennings and Fulton had the legal responsibility to produce all evidence in  
21 a timely manner, in which they did not and purposely withheld evidence that  
22 could have settled the cases and avoided a trial that caused Ms. Licari  
23 extreme pain and suffering by allowing those who victimized Ms. Licari to  
24 continue to do so through abusing the legal system.  
25

26 634. Jennings and Fulton, did not suggest a Handwriting Expert when they  
27 were retained by Ms. Licari, as a result Ms. Licari lost her home, equity, and  
28 savings.



1 635. Jennings and Fulton removed Ms. Licari from service contacts on case D-  
2 18-573154-D, A-20-808737-C, and A-18-786141-C not informing her of the  
3 filings being submitted on her behalf.

4 636. Adam Fulton lied to Ms. Licari about damages and restitution owed to her,  
5 and then filed two separate complaints for the same forged deed in the same  
6 real estate transaction. Adam Fulton did not access special damages punitive  
7 damages, or restitution resulting in the loss of \$900000.

8 637. Jennings and Fulton and Shumway Van conspired together to provide  
9 false evidence to counsel for case A-20-808737-C in a attempt to enforce an  
10 unjust settlement and relive their clients of financial responsibility for their  
11 actions.

12 638. Shumway Van took case D-18-573154-D, for Bobby Antee a divorce they  
13 knew was based on fraud and forgery of a Deed, and then later filed case A-  
14 18-786141-C around 12/2018 for the realtor, Linda Naw, imposing a direct  
15 conflict of interest, as she was part of the same fraudulent transaction and a  
16 witness in Bobby Antee's case.

17 639. Jennings and Fulton was made aware of the Forgery by Escrow Agent  
18 Nikki Bott on or around 12/2018, but did not claim Mortgage Fraud, Title  
19 Slander, or Lis Pendens. An Escrow agent cannot notarize their own  
20 documents and smit them for recording, yet Jennings and Fulton reported  
21 none of these findings at trial on 2-7-2020, but did address the allegations in  
22 filing the complaints A-18-786141-C and A-20-808737-C.  
23

24 640. Jennings and Fulton charged Ms. Licari over \$12k in unnecessary legal  
25 fees, litigating unnecessarily, lying to Ms. Licari about filings, and damages,  
26 and what was owed to her due to the fraud and forgery.  
27  
28

1 641. Jennings and Fulton were made aware multiple times, that Ms. Licari was  
2 not listed on the homeowners policy. They took no action, and as a result Ms.  
3 Licari suffered a loss that would have been covered by homeowners policy in  
4 the amount of \$10000.

5 642. Jared Jennings and Logan Willson returned an hour late from lunch on  
6 2/7/2020 as counsel or case D-18-53157-D.

7 643. Adam Fulton, Jared Jennings, Logan Willson, and Grayson Moulton  
8 purposely and with ill intent tried to slander Ms. Licari's business causing  
9 defamation against Ms. Licari's Foundation by providing false information from  
10 the IRS that was fabricated, and withholding Ms. Licari's personal bank  
11 statements provided to them, proving the monies that were taken to purchase  
12 the home came from Ms. Licari's personal account and not her business  
13 account.  
14

15 644. All Parties conspired with Linda Naw to manipulate evidence in case D-18-  
16 573154-D to help her claim false damages in case A-18-783141-C.

17 645. Jared Jennings and Logan Wilson with ill intent improperly filed the Partial  
18 Summary Judgement which resulted in an unnecessary two-day trial costing  
19 Ms. Licari \$18000.

20 646. After Ms. LiCari obtained a Letter of Opinion from a Forensic Handwriting  
21 Expert, Jennings and Fulton and Shumway Van continued to litigate the home  
22 as community property instead of providing the defense outlined in the  
23 contract with Jennings and Fulton.  
24

25 647. Shumway Van has harassed Ms. Licari for two years through the abuse of  
26 the legal system, extorting \$37000 in mortgage payments made on the behalf  
27 of their client Bobby Antee.  
28

1 648. Ms. Licari has been a prisoner in a marital home obtained through fraud  
2 and forgery, having no access to her sole and separate property during the  
3 entire litigation. Ms. Licari worked two jobs after the loss of her son to keep up  
4 with legal fees that were being embezzled from her for a defense they were  
5 not providing.

6 649. Jennings and Fulton subjected Ms. Licari to abuse of the legal system,  
7 which resulted in severe PTSD, Anxiety, and depression that Ms. Licari will  
8 need years of therapy to become whole.

9 650. Jennings and Fulton were aware of the Loss of Ms. Licari's son and took  
10 advantage of Ms. Licari's fragile mental state and trust she put into them.

11 651. Shumway Van has represented Bobby Antee without charging him  
12 appropriate fees, instead attempting to use their manipulation to attach to Ms.  
13 Licari's equity in her home for fees they did not earn. Mr. Antee makes \$14 hr  
14 and could at no time afford legal fees inflated to what Grayson Moulton has  
15 submitted.

16 652. Jennings and Fulton representation was inadequate and their negligence  
17 and malpractice were the direct cause of Ms. Licari now needing to go to  
18 Supreme Court for a marriage that lasted two months causing Ms. Licari  
19 \$6000 in printing, copy, and filing fees.

20 653. Ms. Licari provided Jennings and Fulton with the findings of forgery and  
21 Nikki Botts Journal being out of compliance in 12/2018 but produced none of  
22 this evidence through discovery in any case or at trial and did not advocate on  
23 her behalf as agreed upon at retention.

24 654. Jennings and Fulton did not advocate or provide any evidence on Ms.  
25 Licari's behalf with GLVAR, NRED, Nevada Secretary of State, County  
26 Recorder, LVMPD, or with the bond company Liberty Mutual, to enforce  
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1 payout of the bond or action taken against the Notary who was also the  
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5 reading "Lindsey Licari" to Nevada DMV December 26, 2017 so she did not  
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7 settlement and instead litigated for their own unjust enrichment.

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9 Malpractice in which Nevada State Bar took no action ignoring clear and  
10 concise evidence and helping Jennings and Fulton and Shumway Van  
11 conceal their crimes.

12 657. State Bar of Nevada did not set a hearing to address Ms. Licari's complaint  
13 and did not follow the proper process when a complaint is received.

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2           the Secretary of State, to file case A-20-808737-C and then claimed damages  
3           under \$15000 when they knew the False Defamation case A-18-786141-C  
4           was suing Ms. Licari for \$80000, and the divorce had already costed Ms.  
5           LiCari in the excess of \$20000, so it should have never been sent to  
6           arbitration, causing and additional \$2000 in legal fees and costs.

7  
8 **Rule 1.7. Conflict of Interest: Current Clients.**

9           (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the  
10          representation involves a concurrent conflict of interest. A concurrent conflict of interest  
11          exists if:

12                 (1) The representation of one client will be directly adverse to another client; or

13                 (2) There is a significant risk that the representation of one or more clients will  
14          be materially limited by the lawyer's responsibilities to another client, a former client or a  
15          third person or by a personal interest of the lawyer.

16  
17          (b) Notwithstanding the existence of a concurrent conflict of interest under  
18          paragraph (a), a lawyer may represent a client if:

19                 (1) The lawyer reasonably believes that the lawyer will be able to provide  
20          competent and diligent representation to each affected client;

21                 (2) The representation is not prohibited by law;

22                 (4) Each affected client gives informed consent, confirmed in writing.

23  
24  
25          Jennings and Fulton and Shumway Van litigated case D-18-573154-D the divorce  
26          between Bobby Antee and Lindsey Licari because of the forgery and fraud in the  
27          purchase of the marital home. Shumway Van and Jennings and Fulton then took on  
28          case A-18-786141-C in 12/2018 which is a violation of Rule 1.7 (1) where they

1 manipulated the outcome to influence the adverse party. The cause of action did include  
2 Linda Naw and Bobby Antee violating Rule 1.7 (2).

3  
4 **Prayers for Relief**

5 Wherefore Plaintiffs, expressly reserving the right to amend his  
6 Complaint as necessary, pray for judgment against Defendants, individually or  
7 collectively, as follows:

- 8 1. For specific damages sustained by Plaintiff in an amount in excess of  
9 \$900000;
- 10 2. For reasonable attorney fees and costs incurred in prosecuting this matter;
- 11 3. For a preliminary and permanent injunction prohibiting Defendants from  
12 continuing to male malicious and false accusations about Plaintiffs;
- 13 4. For pre- judgement and post- judgement interest until the judgement is  
14 paid in full; and
- 15 5. Debar Jared Jennings, Logan Wilson, Adam Fulton, Grayson Moulton, and  
16 Garrett Chase for Legal Malpractice.
- 17 6. For such other and further relief as the Court Deems Just and proper.

18 Dated August 31, 2020  
19  
20  
21

22 *Lindsey Licari*

23 *PLAINTIFF, LINDSEY LICARI*

24 *9564 SCORPION TRACK CT*

25 *LAS VEGAS, NV 89178*

26 *7025776657*

27 In Proper Per  
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