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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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LINDSEY LICARI, an individual,

Plaintiff,

vs.

NIKKI SIKALIS BOTT, and individual;  
NATIONAL TITLE CO., a Nevada  
corporation; DOES I through X and ROE  
CORPORATIONS I through X, inclusive.

Defendants.

) Case No: A-20-808737-C

) Dept. No.: 11

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) **DEFENDANTS' OPPOSITION TO THE**  
) **MOTION FOR LEAVE TO FILE THIRD**  
) **PARTY COMPLAINTS**

)

) Date of Hearing: August 7, 2020

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) Time of Hearing: *In Chambers*

)

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Defendants Nikki Sikalis Bott and National Title Co. ("Title Company"), by and through  
their counsel of record, the law offices of LIPSON NEILSON P.C., hereby submit their  
Opposition to the Motion for Leave to File Third Party Complaints.

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## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION**

Plaintiff Lindsey Licari ("Plaintiff" or "Licari") is a disgruntled litigant who was finally caught in a web of lies and because of this, has filed a number of pleadings, attempting to sue anyone she has ever come in contact with, regarding the purchase of a house that she currently lives in. In February 2020, Plaintiff concluded her divorce trial before Judge Rena Hughes. In May of 2020, Judge Hughes issued her extensive minute order, finding as relevant to this case, that Licari was not credible, that she executed the Quit Claim Deed (that is the subject of this lawsuit), that she was awarded her sole and separate funds put into the purchase of the marital home, and that she would share in the marital home as a community asset. These facts undercut each and every one of the claims currently pending in this case and presumably any potential amendment to this case.

Pursuant to EDCR 2.30(a), "[a] copy of a proposed amended pleading must be attached to any motion to amend the pleading." Plaintiff has failed to do so, thus rendering her Motion procedurally deficient, and based thereon, grounds for denial.

It is anticipated that upon Licari's finalization of her Divorce Decree, this case can be summarily adjudicated. It was last estimated that the Divorce Decree would be final by July 28, 2020. Therefore, Defendants Nikki Sikalis Bott and National Title Company (Title Company) respectfully request, in addition to denying Plaintiff's instant Motion, that the Court enter a stay as to all proceedings, including any action pending before the ADR Commissioner, until the Divorce Decree is issued and Title Company files their Motion for Summary Judgment, which in large part will be based on issue preclusion.

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## II. RELEVANT PROCEDURAL BACKGROUND

### ***Divorce Proceedings: Antee v. Antee***

1. On June 26, 2018, Plaintiff Lindsey Licari aka Lindsey Antee ("Plaintiff" or "Licari") filed a Complaint for divorce against her husband Bobby Antee ("Bobby") in the Eighth Judicial District Court, Clark County, State of Nevada, case number D-18-573154-D. The case was assigned to Judge Rena Hughes.

2. In the Complaint, Plaintiff sought 100% ownership of real property located at 9564 Scorpion Track Court, Las Vegas, Nevada 89178 ("Scorpion Track").

3. By way of a Motion for Summary Judgment, Plaintiff also sought the court's determination that she contributed \$72,060.00 towards the purchase or maintenance of Scorpion Track and should be reimbursed accordingly. Moreover, Plaintiff sought the court's determination that she gave out of her sole and separate property to Bobby \$26,100 of which \$8,374.04 was used by her husband to pay off his sole and separate student loan debt.

3. On February 7 and 12, 2020, in support of her claim to 100% ownership of Scorpion Track, Plaintiff testified in her Divorce Trial. The Divorce Trial included testimony from Bobby and real estate agent, Linda Perdue.

4. On May 22, 2020, the court issued its Minute Order setting forth its decision. Minute Order, attached hereto as **Exhibit A**.<sup>1</sup>

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<sup>1</sup> NRS 125.110 does not allow for the sealing of findings and a judgment.

5. As of the filing of this instant Opposition, it is reasonably believed that the Divorce Decree has not been finalized due to Licari's unwillingness to do so.<sup>2</sup>

***Licari v. Bott et al***

1. On January 17, 2020, Plaintiff filed her Complaint before this instant Court, alleging that Defendants National Title Co., and Nikki Sikalis Bott either forged her signature on a Quit Claim Deed concerning Scorpion Track or lied that Plaintiff executed the Quit Claim Deed. Complaint, ¶¶ 31-32.

2. Plaintiff further alleged that Title Company owed her a duty not to allow for the disbursement of closing funds to Bobby's student loan, in the amount of \$8,374.04.

3. On February 20, 2020, Title Company filed their Answer denying owing Plaintiff any legal duty and denying that Plaintiff's signature was forged.

4. On March 30, 2020, Plaintiff's then counsel, Adam Fulton of Fulton Jennings, accepted an offer to settle the case releasing Nikki Sikalis Bott and National Title Co., for \$5,000. Email Exchange Between Counsel, attached hereto as **Exhibit B**. Mr. Fulton, further evidencing acceptance of the essential terms of the agreement sent Plaintiff's W9 attached thereto.

5. Unbeknownst to Title Company, while Plaintiff had represented a settlement was in place, Plaintiff was working on making a claim against Nikki Sikalis Bott's notary bond. This is despite the fact, that the settlement contemplated a full release of Ms. Bott. See Communications between Plaintiff and Fulton, attached hereto as **Exhibit C**.

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<sup>2</sup> As the prevailing party, the Court Ordered Licari to memorialize the Minute Order to a Formal Decree.

1           6.       Relying upon counsel's representation that there was a settlement, Title  
2 Company sent a letter to then assigned Arbitrator Robert Apple, notifying him of a  
3 settlement.

4           7.       On May 21, 2020, Plaintiff in proper peson notified that Mr. Fulton would be  
5 withdrawing as her counsel and that she had no intent on executing the Settlement  
6 Agreement proferred to her and her counsel, and apparently assented to in privacy.  
7 Plaintiff's plans to deceive Title Company to pay her twice was thwarted when the notary  
8 bond company rejected Plaintiff's fictitious claims. Liberty Denial, attached hereto as  
9 **Exhibit D.**

10           8.       On May 28, 2020, for good measure, Title Company served the Offer of  
11 Judgment that Plaintiff assented to on March 30, 2020. For good measure, Plaintiff again  
12 rejected the settlement offer (that her attorney represented was accepted and quite clearly  
13 she assented to behind closed doors).

14 ***Perdue v. Licari***

15           1.       On December 17, 2018, real estate agent Linda Perdue, filed a Complaint  
16 against Licari for defamation. It was assigned case number A-18-786141-C, and is pending  
17 before Judge Mary Kay Holthus.

18           2.       On June 6, 2020, Licari filed a Motion for Leave to File Third Party Complaint  
19 and despite no hearing having ever been had, filed a Third Party Complaint and  
20 commenced serving people that included Bobby, and what appears to be the lender and  
21 people associated with the mortgage company who assisted Bobby in obtaining the  
22 mortgage for the house that Licari currently lives in.

23           3.       As of the filing of this instant Opposition, pending before Judge Holthus is  
24 Licari's Motion for Leave to File Third Party Complaints, Linda Naw's Motion for Partial  
25 Summary Judgment against Licari, Linda Naw's Motion for Sanctions against Licari, Third  
26  
27  
28

1 Party Defendants Motion to Dismiss (Licari's Errant Third Party Complaint), Third Party  
2 Defendants Motion for Summary Judgment or Motion to Dismiss (based on the impending  
3 Divorce Decree and res judicata).<sup>3</sup>

4 **III. THE MOTION FOR LEAVE TO FILE THIRD PARTY COMPLAINTS**  
5 **SHOULD BE DENIED**

6 Without compliance with EDCR 2.30 it is a shot in the dark as to whom Licari intends  
7 to include in this instant matter, along with what claims she intends to assert. However, as  
8 best as it could be surmised, Licari intends to file suit against 1) Nevada Real Estate Division  
9 (NRED), 2) Greater Las Vegas Association of Realtors (GLVAR), 3) the law firm of Jennings  
10 Fulton, and 4) Liberty Mutual.

11 As this Court is aware, NRED and GLVAR deal with real estate agents. They do not  
12 govern or have anything to do with escrow and title companies or notary agents. It unclear  
13 what same transactions and occurrences would allow for Plaintiff to have leave to include  
14 these potential defendants in this case.

15 Jennings Fulton is the law firm that initially filed this case, and as evidenced in the  
16 attached email exchanges, was complicit in Licari's plan to commit fraud in the inducement  
17 to obtain double recovery from Title Company during the pendency of this case. Based on  
18 Licari's words of "GROSS NEGLIGENCE," presumably, she seeks to sue Jennings Fulton  
19 for legal malpractice. Such would not be the same transaction and occurrence regarding  
20 any alleged forged signature in 2018. Additionally, it is well established that in a legal  
21 malpractice case, the judge who presides over the underlying case should not also preside  
22 over the case of legal malpractice.

23 Liberty Mutual is Nikki Sikalis Bott's notary bond company. In April, 2020, despite  
24 having already represented that the case was settled, Licari tendered a claim on Nikki Sikalis  
25 Bott's bond to Liberty Mutual. After an investigation, Liberty Mutual subsequently denied the  
26 claim based on Licari's lack of damages. A suit against an insurance company for a failure

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28 <sup>3</sup> Plaintiff had previously filed a Motion to Consolidate which Judge Holthus denied on July 15, 2020.

to investigate does not arise to the same transaction and occurrence of the alleged fraud that took place in 2018.

#### IV. LEGAL AUTHORITY

Whether to allow amendment to a pleading resides within the sound discretion of the trial court. *Kantor v. Kantor*, 116 Nev. 886, 891, 8 P.3d 825, 828 (2000). Of course, “[in] the absence of any apparent or declared reason -- **such as undue delay, bad faith or dilatory motive on the part of the movant** – [leave to amend] should be freely given.” *Stephens v. Southern Nev. Music Co.*, 89 Nev. 104, 105-106, 507 P.2d 138, 139 (1973) (emphasis added) (citing *Foman v. Davis*, 371 U.S. 178 (1962)). However, where a plaintiff has previously amended her complaint, the discretion to deny further amendment is “particularly broad.” *Cafasso v. Gen. Dynamics C4 Sys.*, 637 F.3d 1047, 1058 (9<sup>th</sup> Cir. 2011). And where there has been undue delay, bad faith, or dilatory motive, leave to amend is not to be “freely given.” Leave to amend should not be granted if the proposed amendment would be futile. *Halcrow, Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 394, 398, 302 P.3d 1148, 1152 (2013).

A plaintiff may only file a third party complaint, if the claims arises out of the transaction and occurrence that is the subject matter of the defendant’s third party complaint. NRCP 14(a)(3).

#### V. LEGAL ARGUMENT

##### A. The Court must Deny the Procedurally Deficient Motion

EDCR 2.30 requires a moving party to attach a proposed pleading to the Motion for Leave to Amend for the very reason that the parties find themselves in-a need for due process and knowledge of what is being adjudicated. Plaintiff’s failure to attach a proposed amendment or pleading renders the Motion void *ab initio*.

##### B. The Court must Deny the Motion because any Such Pleading would be Futile Because Licari did not Suffer any Damages.

According to pleadings filed in this case, including the Supplemental Exhibits for Leave of the Court to File Third Party Complaints, Licari faults her attorneys Jennings Fulton for

1 advising her that she has no damages. P.3, LI. 18-25. The reality is, her attorneys were  
2 right-she has no damages.

3 Licari wanted a house; she gave money to her fiancé/husband to purchase the house;  
4 thereafter demanded that he execute a post-nuptial that in the event they divorce, he would  
5 have to repay her the funds toward the house; then (irrespective of her claim that she did not  
6 sign the Quit Claim Deed) began living in the house and then kicked out her husband,  
7 requesting 100% ownership of the house. At the conclusion of her Divorce Trial, Licari was  
8 found to have executed the Quit Claim deed she claims is forged. Further, as it relates to  
9 damages, Licari was awarded the funds that she required Bobby to repay her in the event of  
10 the divorce. And as all attorneys know, Nevada is a no fault, community property state, thus  
11 the judge rightly, ordered Licari 50% ownership of the house. (50% After the post-nuptial  
12 amount)  
13

14 There are no damages. Licari got what she wanted, a house, and the return of the  
15 funds she gave to Bobby so he could get the loan for the house that she lives in. Irrespective  
16 of the involvement of any of the defendants in closing on a loan that paid off Bobby's student  
17 loan or other debt, Licari has been made whole through the Divorce Trial. Plaintiff's Supp.  
18 P.2 LI.14-15 (Plaintiff seeking damages of \$8,000 from Title Company). It is a fundamental  
19 principle of law that no party can obtain double recovery. *Elyousef v. O'Reilly & Ferrario, LLC*,  
20 126 Nev. 441, 245 P.3d 547, 2010 Nev. LEXIS 47, 126 Nev. Adv. Rep. 43. Plaintiff cannot  
21 in good faith claim to be damaged by Title Company.  
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**C. The Court must deny the Motion because any Such Pleading would be Futile based on Judge Hughes' Findings of Fact and Conclusions of Law.**

The crux of the case against Title Company is they forged her signature. Nothing could be further from the truth.

Short of admitting that she signed the Quit Claim Deed she claims was forged, Licari admitted to everything else to support she signed the Quit Claim Deed, including going to Title Company on the day of closing!

Testimony in her Divorce Trial showed that on the day of closing, Licari sent Bobby a post-nuptial agreement stating that in the event of the divorce, Bobby needed to repay Licari all the sums of monies she gave to him for the purpose of purchasing the house. Bobby signed the Post Nuptial Agreement and then took the wire information to Licari. Licari thereafter went to the bank and wired the funds, for the balance to close. **Licari thereafter sent Bobby a text message that said she had just wired the funds and was going to sign the Quit Claim Deed.**

**Licari testified that she went to the Title Company** as she told Bobby she would, but was turned away when she got there, leaving upset because she went there for no reason.<sup>4</sup> And yet, she moved into the house within days of closing and began living there.

Licari also testified that her signature tends to change when she is mad, like the day of the closing. A video of Licari's Divorce Trial can be found on a Veteran's in Politics YouTube chanel, presumably provided to the association through Licari.<sup>5</sup>

Title Company intends to file a Motion for Summary Judgment upon the finalization of the Antee v. Antee Divorce Decree. It is anticipated that Plaintiff will oppose the motion

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<sup>4</sup> On the internet, Licari stated that she never went to the Title Company at all.

<sup>5</sup> In and around May, 2020, Licari went onto the association's TV show to complain about Judge Rena Hughes. Then about one month later, Veteran's in Politics called Licari out for misrepresentations she made on the show.

1 with an “expert” handwriting opinion from a person who has been stricken in multiple  
2 jurisdictions for his lack of scientific methodology. No handwriting “expert” or witness can  
3 override Judge Hughes’ findings. Licari signed the Quit Claim Deed.

4 **D. Licari’s Level of Deceit has no End and to Avoid Further Frivolous Filings,**  
5 **this Court should stay the case, pending Title Company’s Motion for Summary**  
6 **Judgment.**

7 As exemplified in her own exhibits, Licari will go to no end in spinning her web of  
8 deceit. She, with her attorney complicit, attempted to dupe the undersigned by obtaining a  
9 settlement from Nikki Sikalis Bott’s bond company while obtaining funds from the settlement  
10 of this instant case. Exhibit C.

11 Licari has wasted enough of the Court’s resources, filing an appeal that was  
12 subsequently dismissed because she did not prepare the Divorce Decree<sup>6</sup>, filing a Third  
13 Party Complaint and serving individuals when not even granted leave to amend her  
14 pleadings<sup>7</sup>, and trying to sue a coroner<sup>8</sup>. These are the acts of a vexatious litigant.

15 In this specific case, Licari has filed a request for exemption from arbitration based on  
16 parties and claims that are not even in this case. Title Company has opposed and  
17 respectfully requests in addition to denying the Motion for Leave to File Third Party  
18 Complaint, that the Court stay any additional motion practice in this instant case, pending the  
19 outcome of the Title Company’s imminent Motion for Summary Judgment.

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26 <sup>6</sup> See *Antee v. Antee*, Nevada Supreme Court Case 81292.

27 <sup>7</sup> See Case No. A-18-786141-C.

28 <sup>8</sup> See Case No. A-18-785162-C.

**VI. CONCLUSION**

Based on the foregoing, Defendants Nikki Sikalis Bott and National Title Co. requests the court deny the Motion for Leave to Amend, and stay these proceedings until the Decree of Divorce is filed and Defendants can file their Motion for Summary Judgment.

DATED this 20<sup>th</sup> day of July, 2020.

LIPSON NEILSON P.C.

*/s/ Angela Ochoa*

By: \_\_\_\_\_

LIPSON NEILSON P.C.

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*Attorneys for Defendants National Title Co. and  
Nikki Sikalis Bott*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b) and Administrative Order 14-2, I certify that on the 20<sup>th</sup> day of July, 2020, I electronically served the foregoing **DEFENDANTS' OPPOSITION TO THE MOTION FOR LEAVE TO FILE THIRD PARTY COMPLAINTS** to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal to the following Odyssey E-File & Serve registrants:

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*Plaintiff Lindsey Licari In Proper Person*

/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.

**EXHIBIT “A”**

**EXHIBIT “A”**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint****COURT MINUTES****May 22, 2020**

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

**May 22, 2020      9:45 AM      Minute Order**

**HEARD BY:** Hughes, Rena G.**COURTROOM:** Chambers**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Bobby Antee, Defendant, not present  
Lindsey Antee, Plaintiff, not present

Grayson Moulton, Attorney, not present  
Jared Jennings, Attorney, not present

<b>JOURNAL ENTRIES</b>
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- This matter was taken under advisement just prior to the COVID pandemic. The Court apologizes to the parties for the time it has taken to disseminate this decision. The Court's access to files and exhibits has been extremely limited over the last several weeks. To expedite the decision, the Court is entering a journal entry in a format that is not required to be implemented in the final Decree of Divorce. This format is informal and for the ease of the parties' interpretation of the information. This matter came on for a non-jury Trial on the disposition of property and dissolution of marriage. Plaintiff, Lindsey Antee, was present and represented by Jared Jennings, Esq. Defendant, Bobby Antee, was present and represented by Grayson Moulton, Esq. This is a short term marriage. The parties were married on November 25, 2017 in Las Vegas, Nevada. The parties do not have any minor children and Wife is not pregnant. On June 26, 2018 Wife filed a Complaint for Divorce. In September of 2018 Wife filed a Motion for Spousal Support. At the motion hearing on October 19, 2018, the Court granted Wife exclusive possession of the marital residence, ordered Wife to pay the mortgage associated with the marital residence, Husband to provide Wife with the name of the mortgage company, Husband shall pay all utility bills in his name, upon payment being made Husband shall present Wife with a copy of the bills paid and Wife shall reimburse Husband (bills were in Husband's name), Wife shall pay all past

PRINT DATE:	05/22/2020	Page 1 of 9	Minutes Date:	May 22, 2020
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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

due utility bills, and an Evidentiary Hearing was scheduled.

On December 20, 2018 Wife filed a Complaint for Separate Maintenance in a separate action, case number D-18-581756-S. In January of 2019, Husband filed a Motion to Dismiss or in the Alternative Motion to Consolidate. At the motion hearing on February 13, 2019, the parties stipulated to grant Husband's request to dismiss Wife's Complaint for Separate Maintenance. The Court further denied attorney's fees and ordered the Trial in D-18-573154-D to remain as scheduled.

On January 8, 2020 Wife filed a Motion for Partial Summary Judgment. The Court granted Wife's request for an Order Shortening Time and the Wife's Motion was heard concurrently with the February 7, 2020 Trial.

At the February 7, 2020 Trial, the Court found there were material questions of fact precluding summary judgment.

On February 12, 2020, the Court held day two of the Trial and testimony resumed. The Court took the matter under advisement.

Most of the issues in dispute stemmed from the purchase of a marital home. Shortly after the parties married, they decided to purchase a residence. Wife did not have a good credit rating and could not qualify for a mortgage. Husband had a better credit rating, but little cash on hand, and some debts. Wife had cash on hand from her foundation.

#### TRIAL ISSUES:

1. Wife claimed Husband committed marital waste by paying the balance on his pre-marriage student loan of \$8,374.03 with funds she provided.

#### Disposition:

The parties entered into an agreement whereby Wife would receive funds from the equity of the marital residence in repayment for her separate property contribution.

Wife did not meet her burden of proof on the marital waste claim under *Putterman*. See, *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997).

Wife presented no evidence of compelling reasons such as hiding, wasting, misappropriating or using funds for Husband's personal gain. The student loans were required to be paid by the lender to purchase a community property asset.

Almost all marriages involve some disproportion in contribution or consumption of community property. Such retrospective considerations are not and should not be relevant to community property allocation and do not present compelling reasons for an unequal disposition; whereas, hiding or wasting of community assets or misappropriating community assets for personal gain may indeed provide compelling reasons for unequal disposition of community property.

*Putterman*, 113 Nev. 606, 609, 939 P.2d 1047, 1049-50.

#### FINDINGS OF FACT:

The Court finds Wife claims she had no knowledge that Husband would need to pay the balance of his student loans in order to qualify for the mortgage to purchase the marital residence. Wife's testimony in this regard was not credible.

PRINT DATE:	05/22/2020	Page 2 of 9	Minutes Date:	May 22, 2020
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The Court finds Husband knew a month before the closing he would have to pay his student loans off to close. He discussed this with Wife. They both knew the lender required his student loans, as well as other debts, to be paid in order to close the purchase of the marital residence. Husband ended up paying his student loans before closing, which caused the lender to require an explanation into why he was conducting the transaction ahead of time, rather than at closing.

The Court finds both parties were frustrated with the lender's requirements throughout the qualification and closing process because they did not understand why the lender was requiring explanations of their numerous financial transactions.

The Court finds the lender required Husband to pay off the student loan in order to close on the purchase. The parties agreed Wife would be repaid an amount certain in exchange for contributing her separate property funds toward the purchase, which included paying off Husband's debts as required by the lender. For example, Husband had to pay off his car loan (the car had negative equity of \$4,060); pay off his student loans, and; other debts.

TRIAL ISSUES CONTINUED:

2. Wife claimed she did not gift funds to the community of her sole and separate property when she executed gift letters for purposes of Husband qualifying for a mortgage to purchase the marital residence.

Disposition:

Wife did not intend to gift funds to the community when she executed the gift letters.

FINDINGS OF FACT:

The Court finds that Husband and Wife agreed Wife would provide all funds for the down payment, escrow deposit, and to pay off certain pre-marriage debts Husband owed. Wife's sole and separate property funds were exclusively used for the down payment, escrow deposit, Husband's auto loan payoff, and student loan pay off. All funds are traceable to Wife's separate property.

The Court finds Wife did not intend the gift letters required by the mortgage lender to have the legal effect of a gift. The sole purpose for the gift letters was to help Husband qualify for a mortgage to purchase the marital residence.

The Court finds Wife's credit prevented her from qualifying for a mortgage, thus she was not included in the credit application.

The Court finds Wife evidenced her intent to not gift the funds to Husband more than once.

The Court finds that prior to the closing, Wife indicated it was not her intent to gift the funds when she attempted to cancel the purchase, even though she was not a party to the contract.

The Court finds at the closing, Wife required Husband to sign a letter agreement acknowledging the funds were not a gift before she would wire the funds to close the purchase. See, Exhibit 6, bates 108-110.

The Court finds Wife drafted and signed the letter agreement on the date of closing, January 17, 2018.

The letter agreement stated in pertinent part:

Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to:

If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split

PRINT DATE:	05/22/2020	Page 3 of 9	Minutes Date:	May 22, 2020
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50/50

I am aware of the community property law and upon divorce the property will be sold and \$75,000 will be returned to Lindsey prior to our 50/50 split.

The Court finds Wife sent the letter agreement, Exhibit 6, to Husband while he waited at the title company to finalize the purchase transaction. The parties had not discussed the terms of the agreement prior to Wife drafting and sending it to Husband.

The Court finds Wife s handwritten signature appears on Exhibit 6.

The Court finds there was another letter agreement, evidenced at Exhibit H, bates 337-339. Wife claims she never saw this version of the agreement, except through discovery in the litigation. Wife s signature does not appear on Exhibit H, and Husband s signature does not appear on Exhibit 6. The Court finds Wife s testimony that she did not see the second letter agreement, Exhibit H, until discovery is not credible. Wife sent a text message to Husband asking him if he was going to sign the updated agreement. It is clear Wife knew of two agreements, but it is unclear from the letter agreements which was first and which was second in time. Even so, Wife had knowledge of two letter agreements because she attached the one from Exhibit H to her Complaint for Separate Maintenance.

The Court finds the letter agreements have a different format but the operative terms only differ slightly. Exhibit H states in pertinent part:

Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to:  
If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split 50/50.

The Court finds the operative terms in common are that Wife will receive \$75,000, and the remaining equity will be divided 50/50. The only operative term not in common is that the home will be sold. The Court finds Wife s Complaint for Divorce filed 06/26/2018 alleged the Marital Residence should be awarded to her, and that Husband should repay a loan to Wife of \$75,000.

The Court finds the common term the parties agreed to is that Wife would receive \$75,000 from the equity of the home and the remaining equity would be divided 50/50. There was a meeting of the minds by the parties and they entered into a contract for this term. Wife is thus entitled to \$75,000 from the equity of the marital residence. The parties will divide the remaining equity 50/50.

The Court finds Wife communicated to Husband she would not wire the funds to close the sale if he did not sign a letter agreement, agreeing she would receive \$75,000 from the equity before an equal division, should the parties divorce.

The Court finds that at trial, Wife claimed she did not know she was wiring funds to close the sale. The Court finds Wife s testimony not credible. Wife was at the title company with Husband, then left to go to the bank and wire the funds. A wire transfer form is required to be completed at the bank, which Wife did.

The Court finds that in 2017, Wife added Husband s name to her bank accounts, but then closed the accounts and opened a new account in her name only. It was from this account Wife wired the funds

PRINT DATE:	05/22/2020	Page 4 of 9	Minutes Date:	May 22, 2020
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to finalize the marital home purchase.

The Court finds that prior to wiring the funds, Wife sent a text message to Husband that she was sending the money, that she would sign a quitclaim deed, and go to heaven to be with [her son]. Yet at trial, Wife maintains she did not wire the funds.

The Court finds Wife asked for a divorce the same day she drafted and signed the letter agreement, and wired funds to the title company to close the transaction. Wife also claims she was shocked a couple of days after she wired the funds to find the funds were actually withdrawn from her bank account. It is difficult to find Wife s testimony credible, and this Court does not.

The Court finds the gift letters at EXHIBIT 18, Bates 486 487 were for: \$3,000 for the escrow deposit; \$4,060 to pay off Husband s car loan, and; \$65,000 towards the purchase price.

TRIAL ISSUES CONTINUED:

3. Wife claims Husband misappropriated \$26,100 of her separate property funds for either his use, or the community s use, and that she is entitled to reimbursement.

Disposition:

Wife did not meet her burden of proof that when she co-mingled her separate property funds, she did not intend a gift to the community.

Wife did not meet her burden of proof that Husband misappropriated Wife s separate property funds for his own use and benefit.

The managing spouse must keep the community and separate property segregated. See *Todkill v Todkill*, 88 Nev. 231, 495 P.2d 629 (1972). If community and separate property becomes intermingled, it is the managing spouse s burden to prove the separate nature of the property so claimed. See *Lucini v Lucini*, 97 Nev. 214, 626 P.2d 270 (1981).

#### FINDINGS OF FACT:

Prior to the parties marriage on November 25, 2017, Wife gave Husband substantial amounts of cash to deposit into his bank account to draw interest. Husband deposited a total of \$26,100 in cash from Wife into his savings account. Husband established the savings account prior to marriage and had funds in the account of approximately \$13,084 in his Goldman Sachs savings account before he made the deposits. See, Exhibit K.

In September and October 2017, Husband had his wages automatically deposited to the Goldman Sachs savings account. Thereafter, Husband had his wages deposited into One Nevada checking or Bank of America.

Transfers were then made to his Bank of America checking account to pay expenses as needed.

On 11/17/2017 Husband deposited \$15,000 of Wife s separate funds into his separate Bank of America savings account. On 11/21/2017 the funds were transferred to Husband s Goldman Sachs savings account. The Goldman Sachs account was accessible only on-line, so Husband first deposited them into his Bank of America account, then moved them to the Goldman Sachs account.

Husband similarly deposited Wife s separate funds (\$10,900 and \$3,000) to his One Nevada account,

PRINT DATE:	05/22/2020	Page 5 of 9	Minutes Date:	May 22, 2020
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then transferred them to his Goldman Sachs savings account. See, Exhibit 18.

Separate property placed into joint tenancy is presumed to be a gift of a half interest to the other party, unless the presumption is overcome by clear and convincing evidence. The opinion of either spouse is of no weight; the party who wishes to overcome the presumption must do so by presenting substantial evidence of conduct, expressions or intent at the time of taking or during the holding of the property. See *Schmanski v Schmanski*, 115 Nev. 247, 984 P.2d 752 (1999); *Graham v. Graham*, 104 Nev. 473, 760 P.2d 772 (1988).

Wife did not meet her burden of proof in this regard.

Wife agreed to co-mingle her funds with Husband's funds already in the account, and to use the combined funds for their use and benefit. It was the parties' intent to co-mingle these funds as joint savings, to be maintained as a community asset.

The parties used Husband's American Express card for multiple purchases and entertainment expenses. Husband then paid his credit card from the co-mingled funds. Husband did not commit waste or misappropriate the funds for his own benefit. The charges to his credit card were community in nature.

NRS 123.170, either spouse may, without the consent of the other spouse, convey, charge, encumber or otherwise in any manner dispose of his or her separate property. All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130.

TRIAL ISSUES CONTINUED:

4. Fraud:

a. Wife claims Husband committed fraud in placing the marital home in his name alone at the time of purchase.

Disposition:

Wife did not meet her burden of proof of fraud by clear and convincing evidence. To demonstrate fraud, Wife must demonstrate that Husband made a false representation or misrepresentations as to a past or existing fact; with knowledge or belief by Husband that representation is false or that Husband lacked a sufficient basis of information to make the representation; Husband intended to induce Wife to act in reliance on the representation; justifiable reliance upon the representation by Wife; causation and damages to Wife as a result of relying on misrepresentation; and all must be proved by clear and convincing evidence and be led with specificity. See *J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290-91, 89 P.3d 1009, 1018 (2004).

FINDINGS OF FACT:

Husband did not commit fraud upon Wife when he purchased the marital home in his name alone. The Grant, Bargain and Sale deed Wife signed at the closing transaction was required by lender in order to vest title in Husband's name. Wife claims she did not sign the deed, but her testimony is not credible. Wife signed the deed before a notary. Wife has since sued the notary and the realtor who sold the parties the home. See, Exhibit Q the Grant, Bargain and Sale Deed.

It was the parties' intent to vest title in both names after the transaction closed, because, as between

PRINT DATE:	05/22/2020	Page 6 of 9	Minutes Date:	May 22, 2020
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these parties, the marital home would be a community asset. Husband never intended to exclude Wife from ownership in the home. He always considered it their home.

The title was never changed, because by the time the transaction closed, serious marital discord existed in large part due to the Wife's distrust over how the transaction was conducted, although there was nothing illicit or fraudulent that occurred in the transaction. The terms of the transaction were not dictated by Husband, but by the lender and title company. Still Wife placed blame on Husband and the realtor.

Husband made no material misrepresentations to Wife to obtain her signature on the deed. The lender required the deed in order to keep title to the property clear and avoid any community property or spousal claim of interest. However, as between the parties, they agreed it was community property. The single fact of Husband not executing a deed to convey a community property interest to Wife was not fraud. Husband always acknowledged Wife owned an equal interest in the home. Unfortunately, marital discord resulted at the same time the purchase was occurring, so title never transferred. Still, Wife's interest remains a community property, equal interest (with the exception of the contracted separate property interest of \$75,000 to be reimbursed to Wife).

TRIAL ISSUES CONTINUED:

5. \$1,300 garnished from parties 2017 joint federal tax return to pay Husband's past-due child support obligation.

Disposition and Findings of Fact:

Wife did not agree to pay Husband's pre-marital child support obligation from the community funds they were to receive through a tax refund. Husband owes Wife reimbursement for one-half of the funds taken.

TRIAL ISSUES CONTINUED:

6. Wife's medical expenses incurred due to Husband removing her from insurance;

Disposition and Findings of Fact:

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

TRIAL ISSUES CONTINUED:

7. Damages Husband caused to Wife's personal property when he removed his items from storage;

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

TRIAL ISSUES CONTINUED:

8. Damages Husband caused to Marital Residence when he re-painted.

Disposition:

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

9. Both parties requested attorney's fees and costs from the other.

PRINT DATE:	05/22/2020	Page 7 of 9	Minutes Date:	May 22, 2020
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Disposition and findings of fact:

Each party may file a Motion for Attorney s Fees and Costs within 30 days of this decision and the Court will determine the matter on the papers, in chambers.

The marital residence shall be listed for sale with a realtor selected according to this process: Wife shall select 3 names of realtors within 10 days and provide them to Husband; Husband shall have 10 days to select one realtor from the list. The parties shall sign a listing agreement with the realtor within 10 days of selection. Both parties must approve of any contract to sell. The Court will maintain jurisdiction over all matters regarding property to settle disputes.

Wife shall continue to have exclusive possession of the marital residence and shall be solely responsible for the mortgage, HOA, utilities and expenses associated with the marital residence.

From escrow at the time of sale, Wife shall receive from the net sale proceeds the contracted amount of \$75,000.00, then the remaining equity shall be disbursed from escrow 50/50.

TRIAL ISSUES CONTINUED:

10. Pre-marital debts:

A. Wife incurred a fee to break her lease agreement for an apartment she rented prior to marriage. Wife shall be solely responsible for this obligation for breaking her lease agreement. This is a sole and separate debt.

B. Wife under-reported her income which resulted in an IRS tax obligation for Wife in 2017. Wife shall be solely responsible for this obligation. This is a sole and separate debt.

11. Personal property:

A. An A/B list shall be drafted by Husband, within 10 days. Wife shall have 10 days to choose A or B, as a division of the parties personal property acquired during the marriage.

12. Sole and Separate personal property:

A. Each party shall retain his and her personal property acquired prior to marriage.

All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130.

13. Reimbursement Husband requested:

A. Husband requested reimbursement from Wife for mortgage payments, HOA fees, and trash fees Husband paid for the marital residence while Wife lived there exclusively. Wife shall be solely responsible for the expenses for the marital residence while she lived there exclusively. At the October 19, 2018, the Court granted Wife exclusive possession of the marital residence and ordered Plaintiff to pay the mortgage and all utilities (current). Husband was ordered to pay any past-due utilities. Wife shall reimburse Husband all mortgage payments, HOA fees, and utilities he paid after October 2018. Husband shall be reimbursed from Wife s share of the equity proceeds of sale of the marital residence (after her \$75,000).

14. Husband requested reimbursement from Wife for charges to his Bank of America card for her non-profit Aiden s Army. Wife did not spend these funds for the community, but made a contribution to her separate property foundation, for which she should reimburse Husband.

PRINT DATE:	05/22/2020	Page 8 of 9	Minutes Date:	May 22, 2020
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Husband shall be reimbursed in the same manner as in #1 above.

Consequently, Wife s Motion for Summary Judgment is denied as there were material questions of fact at issue.

The parties are restored to the status of single, unmarried persons. Wife may have her former name restored to her.

Neither party is entitled to receive, nor shall receive, alimony from the other. Neither party put on evidence of financial need, nor requested alimony.

Counsel for Plaintiff shall prepare a final Decree of Divorce with findings of fact and conclusions of law consistent with this journal entry. A status hearing in chambers is set for June 24, 2020 for submission of the final Decree.

Clerk's note, a copy, of today's minute order was emailed, to counsel, at the e-mail addresses, on file.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	05/22/2020	Page 9 of 9	Minutes Date:	May 22, 2020
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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**EXHIBIT “B”**

**EXHIBIT “B”**

## Angela Ochoa

---

**From:** Angela Ochoa  
**Sent:** Tuesday, March 31, 2020 3:47 PM  
**To:** 'Adam Fulton'  
**Cc:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)  
**Subject:** RE: Licari v. National Title

I will send you over a settlement agreement. Please advise who the payee should be and provide a W2. Payment will take some time since its coming from an insurance carrier.

---

**From:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Sent:** Monday, March 30, 2020 4:29 PM  
**To:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Cc:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)  
**Subject:** RE: Licari v. National Title

Angela,

I spoke with my client and she will agree to the non-disparagement and confidentiality provisions but not the indemnity. 5k settlement. If this works, please send me over the settlement agreement.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
Fax: (702) 362-2060  
[www.jenningsfulton.com](http://www.jenningsfulton.com)

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**From:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Sent:** Tuesday, March 24, 2020 12:31 PM  
**To:** 'Adam Fulton' <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Cc:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)  
**Subject:** RE: Licari v. National Title

My clients will agree to pay yours \$3500 for a dismissal of the case with prejudice, a non-disparagement agreement, confidentiality and indemnity in the event that anyone sues them arising out of the claims asserted in Plaintiff's complaint.

Angela



---

**From:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Sent:** Monday, March 23, 2020 11:22 AM  
**To:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Cc:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)  
**Subject:** RE: Licari v. National Title

Angela,

I am following up on my email below. Let me know when you get a response back from your client.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
Fax: (702) 362-2060  
[www.jenningsfulton.com](http://www.jenningsfulton.com)

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**From:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Sent:** Thursday, March 19, 2020 5:13 PM  
**To:** 'Angela Ochoa' <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Subject:** RE: Licari v. National Title

My client will take 5k to settle this case. Let me know if this will resolve this.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
Fax: (702) 362-2060  
[www.jenningsfulton.com](http://www.jenningsfulton.com)

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---

**From:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Sent:** Thursday, March 19, 2020 4:56 PM  
**To:** 'Adam Fulton' <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Subject:** RE: Licari v. National Title

I don't know. If you want to make an offer, you can give me your offer and I'll discuss it with my client. But as I sit here today, I can't say what my client is willing to take. A lot of things happened since February 5.

Angela

---

**From:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Sent:** Thursday, March 19, 2020 9:53 AM  
**To:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Subject:** RE: Licari v. National Title

Angela,

I am following up on my email below. Let me know.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
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**From:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Sent:** Monday, March 16, 2020 6:35 PM  
**To:** 'Angela Ochoa' <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Subject:** RE: Licari v. National Title

Angela,

Your client's last offer was \$3,500.00 to resolve this matter. If I can get Lindsey down to \$5,000.00, do you think you can get your client up to that number? With the virus and everything happening, I believe I can get her to this number. Let me know if this number would work.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
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**From:** Angela Ochoa <[AOchoa@lipsonneilson.com](mailto:AOchoa@lipsonneilson.com)>  
**Sent:** Wednesday, February 5, 2020 12:55 PM  
**To:** [afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)  
**Subject:** Licari v. National Title

Adam,  
Thanks for our call today and please allow this email to confirm that you have provided me an extension up to February 20 to provide a response to your Complaint.  
Angela

## Lipson|Neilson

Angela T. Nakamura Ochoa  
Attorney  
9900 Covington Cross Drive, Suite 120  
Las Vegas, NV 89144-7052  
(702) 382-1500  
(702) 382-1512 (fax)  
E-Mail: [aocchoa@lipsonneilson.com](mailto:aocchoa@lipsonneilson.com)  
Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)

*Offices in Nevada, Michigan, Arizona & Colorado*

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## Angela Ochoa

---

**From:** Angela Ochoa  
**Sent:** Wednesday, April 22, 2020 8:41 AM  
**To:** 'Adam Fulton'  
**Subject:** FW: Settlement K Draft.doc  
**Attachments:** Settlement K Draft P Rev.pdf

I'm following up on this. I did not receive your W9 yet, or if you did send it to me. Please re-send.

Thanks,  
Angela

---

**From:** Angela Ochoa  
**Sent:** Monday, April 13, 2020 2:52 PM  
**To:** 'Adam Fulton' <afulton@jfnvlaw.com>  
**Cc:** logan@jfnvlaw.com  
**Subject:** RE: Settlement K Draft.doc

Adam,  
My client has approved. I added "insurer" in the release and a period at the end of the sentence, and made it a pdf.  
Please let me know when you have that W9 so I can order the check.  
Angela

---

**From:** Adam Fulton <afulton@jfnvlaw.com>  
**Sent:** Wednesday, April 8, 2020 3:12 PM  
**To:** Angela Ochoa <AOchoa@lipsonneilson.com>  
**Cc:** logan@jfnvlaw.com  
**Subject:** Settlement K Draft.doc

Angela,

See modifications in track changes. Let me know if these work for you.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
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## Angela Ochoa

---

**From:** melissa@jfnvlaw.com  
**Sent:** Wednesday, April 22, 2020 4:41 PM  
**To:** Angela Ochoa  
**Cc:** 'Adam Fulton'  
**Subject:** RE: W9  
**Attachments:** LiCari W9.pdf

Hello Angela,

Please see the W9 for Lindsey Licari. Please let me know if you have any questions or concerns.

Thank you,

Melissa Renderos Carias

*Legal Assistant to Jared B. Jennings Esq., Adam R. Fulton, Esq., Tod R. Dubow, Esq. and Logan Willson, Esq.*

*Office Number: (702) 979-3565*

*Fax Number: (702) 979-2482*

*Email: melissa@jfnvlaw.com*

---

## JENNINGS & FULTON, LTD.

Jared B. Jennings, Esq.

Adam R. Fulton, Esq.

*Founding Attorneys*

**Address:** 2580 Sorrel Street, Las Vegas, NV 89146

**Office Number:** 702.979.3565 | **Fax Number:** 702.362.2060

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---

**From:** Angela Ochoa <AOchoa@lipsonneilson.com>

**Sent:** Wednesday, April 22, 2020 10:57 AM

**To:** 'melissa@jfnvlaw.com' <melissa@jfnvlaw.com>

**Cc:** 'Adam Fulton' <afulton@jfnvlaw.com>

**Subject:** RE: W9

Hello,

I need the W9 to match the Payee information. Did you want to change the settlement agreement to make the payee the Jennings & Fulton, Ltd. Trust Account?

Or will you get me Lindsey Licari's W9?

Angela

---

**From:** melissa@jfnvlaw.com <melissa@jfnvlaw.com>

**Sent:** Wednesday, April 22, 2020 9:19 AM

**To:** Angela Ochoa <AOchoa@lipsonneilson.com>

Cc: 'Adam Fulton' <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>

Subject: W9

Hi Ms. Ochoa,

Attached please see our firm's W9.

Thank you,

Melissa Renderos Carias

*Legal Assistant to Jared B. Jennings Esq., Adam R. Fulton, Esq., Tod R. Dubow, Esq. and Logan Willson, Esq.*

*Office Number: (702) 979-3565*

*Fax Number: (702) 979-2482*

*Email: [melissa@jfnvlaw.com](mailto:melissa@jfnvlaw.com)*

---

## JENNINGS & FULTON, LTD.

Jared B. Jennings, Esq.

Adam R. Fulton, Esq.

*Founding Attorneys*

Address: 2580 Sorrel Street, Las Vegas, NV 89146

Office Number: 702.979.3565 | Fax Number: 702.362.2060

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# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Windsor LLC</u>	
2. Business name/disregarded entity name, if different from above	
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <u>_____</u> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <u>_____</u>	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>_____</u> Exemption from FATCA reporting code (if any) <u>_____</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5. Address (number, street, and apt. or suite no.) See instructions. <u>9564 Scorpion Track et.</u>	Requester's name and address (optional)
6. City, state, and ZIP code <u>LAS VEGAS NV 89178</u>	
7. List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<div style="background-color: black; height: 20px;"></div>										
OR										
Employer identification number										
<table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>										

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <u>Randey R. Davis</u>	Date <u>4-21-2020</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT “C”**

**EXHIBIT “C”**



## Re: National Title Settlement Agreement

Lindsey Licari <lindsey@aydensarmyofangels.org>

Wed 5/13/2020 1:59 PM

To: Adam Fulton <afulton@jfnvlaw.com>

Cc: logan@jfnvlaw.com <logan@jfnvlaw.com>; LINDSEY LICARI <lindseylicari14@aol.com>

Ok sounds good, I said the 23rd because Nikki has to respond to liberty mutual by the 20 so if we can say the end of the month that's even better

Lindsey LiCari

President/Founder

Ayden's Army of Angels

[Www.aydensarmyofangels.org](http://www.aydensarmyofangels.org)

[Www.instagram.com/aydensarmyofangelsofficial](https://www.instagram.com/aydensarmyofangelsofficial)

On May 13, 2020, at 1:54 PM, Adam Fulton <afulton@jfnvlaw.com> wrote:

Ok. So we are telling them the 23<sup>rd</sup> then for the final date? I would like to give you a little more time. Why don't we tell them you will be back "towards the end of the month" and can sign it then.

Adam R. Fulton, Esq.

Jennings & Fulton, LTD.

2580 Sorrel St., Las Vegas, NV 89146

Phone: (702) 979-3565

Cell: (702) 701-3869

Fax: (702) 362-2060

[www.jenningsfulton.com](http://www.jenningsfulton.com)

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**From:** Lindsey Licari <lindsey@aydensarmyofangels.org>

**Sent:** Wednesday, May 13, 2020 8:59 AM

**To:** logan@jfnvlaw.com

**Cc:** LINDSEY LICARI <lindseylicari14@aol.com>; Adam Fulton <afulton@jfnvlaw.com>

**Subject:** Re: National Title Settlement Agreement

Looks good please let them know I am out of town returning on the 23 in which I can then sign this.

Lindsey LiCari

President/Founder

Ayden's Army of Angels

[Www.aydensarmyofangels.org](http://www.aydensarmyofangels.org)

[Www.instagram.com/aydensarmyofangelsofficial](https://www.instagram.com/aydensarmyofangelsofficial)

On May 13, 2020, at 8:55 AM, "logan@jfnvlaw.com" <logan@jfnvlaw.com> wrote:

Lindsey,

Opposing counsel followed up here, so I wanted to touch base on the attached draft. We won't be able to delay much longer. We have removed the Release of Third Parties section and replaced it with "Excluded Parties" and outlined that the Linda Naw matter is not incorporated in the present release by specifically excluding that pending litigation. We will still have to get them to agree to this, but it is incorporated in the updated draft attached. Let me know if you have any questions.

Thank you,  
Logan

Logan G. Willson, Esq.  
Jennings & Fulton, LTD  
Phone: (702) 979-3565  
Fax: (702) 362-2060  
[www.jenningsfulton.com](http://www.jenningsfulton.com)

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**From:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com) <[logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)>  
**Sent:** Wednesday, May 6, 2020 1:48 PM  
**To:** 'Lindsey Licari' <[lindsey@aydensarmyofangels.org](mailto:lindsey@aydensarmyofangels.org)>; 'Adam Fulton' <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Cc:** 'LINDSEY LICARI' <[lindseylicari14@aol.com](mailto:lindseylicari14@aol.com)>  
**Subject:** RE: National Title Settlement Agreement

Lindsey,

Adam and I discussed your concerns regarding third parties. We have removed the Release of Third Parties section and replaced it with "Excluded Parties" and outlined that the Linda Naw matter is not incorporated in the present release by specifically excluding that pending litigation. We will still have to get them to agree to this, but it is incorporated in the updated draft attached. We are still delaying on submitting based on the discussions below. Let me know if you have any questions.

Thank you,  
Logan

Logan G. Willson, Esq.  
Jennings & Fulton, LTD  
Phone: (702) 979-3565  
Fax: (702) 362-2060  
[www.jenningsfulton.com](http://www.jenningsfulton.com)

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**From:** Lindsey Licari <[lindsey@aydensarmyofangels.org](mailto:lindsey@aydensarmyofangels.org)>  
**Sent:** Friday, May 1, 2020 2:21 PM  
**To:** Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Cc:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com); LINDSEY LICARI <[lindseylicari14@aol.com](mailto:lindseylicari14@aol.com)>  
**Subject:** Re: National Title Settlement Agreement

Lindsey Licari  
President/Founder  
Ayden's Army of Angels  
[www.aydensarmyofangels.org](http://www.aydensarmyofangels.org)  
[www.instagram.com/aydensarmyofangelsofficial](https://www.instagram.com/aydensarmyofangelsofficial)

On May 1, 2020, at 2:08 PM, Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)> wrote:

Lindsey,

We spoke about this on the phone. Once you dismiss your claims against Nikki, then the bond claim will also go away. Which is why you wanted us to punt on executing this until after you get a response from the bond company.

I emailed opposing counsel and told her the delay in responding is my fault. She has your check and is ready to exchange the check for the executed settlement agreement. Our strategy is to hold off on executing this until you get the chance to work with the bond company to try to get the bond. But we agreed that if the language regarding the allegations is removed and it is a general release, then you wanted to sign the agreement and move on.

At this juncture, we need to get an agreement from you on the language. We will then send it to opposing counsel a week or so from next Monday. She will then have to circulate the new draft to her clients for approval. Hopefully this buys you enough time to get the bond money in place. Let us know if this works for you.

Thanks,

Adam R. Fulton, Esq.  
Jennings & Fulton, LTD.  
2580 Sorrel St., Las Vegas, NV 89146  
Phone: (702) 979-3565  
Cell: (702) 701-3869  
Fax: (702) 362-2060  
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**From:** Lindsey Licari <[lindsey@aydensarmyofangels.org](mailto:lindsey@aydensarmyofangels.org)>  
**Sent:** Friday, May 1, 2020 2:02 PM  
**To:** [logan@jfnvlaw.com](mailto:logan@jfnvlaw.com)  
**Cc:** LINDSEY LICARI <[lindseylicari14@aol.com](mailto:lindseylicari14@aol.com)>; Adam Fulton <[afulton@jfnvlaw.com](mailto:afulton@jfnvlaw.com)>  
**Subject:** Re: National Title Settlement Agreement

I also need them to remove the issue of her bond, I am entitled to the bond. Once they remove that I'm fine to sign. Or they can remove Nikki all together and I will sign it for Tracy and national title company

Lindsey LiCari  
President/Founder  
Ayden's Army of Angels

**EXHIBIT “D”**

**EXHIBIT “D”**



July 7, 2020

**Clarisa Nail**  
Surety Claims Specialist I

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

**SENT VIA REGULAR MAIL/E-MAIL**

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

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

Dear Ms. LiCari:

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

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

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

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

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

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

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

Sincerely,

*Clarisa Nail*

Clarisa Nail  
Surety Claims Specialist I

CN

cc: Nikki Sikalis  
LMS Dallas - via Email