



**MOT**

LINDSEY ANTEE  
9564 SCORPION TRACK CT.  
LAS VEGAS, NV 89178  
7025776657  
LINDSEY LICARI14@AOL.COM

Plaintiff, LINDSEY LICARI, In Proper Person

**DISTRICT COURT- FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

LINDSEY ANTEE

Plaintiff(s),

vs.

BOBBY ANTEE

Defendant(s).

Case No.: D-18-573154-D

Dept. No.: J

**PLAINTIFFS MOTION FOR STAY OF EXECUTION OF DIVORCE DECREE**

Defendant, LINDSEY LICARI, hereby files this MOTION FOR STAY OF EXECUTION OF DIVORCE DECREE. This Motion is based upon the attached Memorandum of Points and Authorities, as well as all pleadings and papers on file herein and any oral argument the Court may hear at the time of trial.

DATED this 6 day of AUGUST, 2020.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

*Lindsey Licari* (Signature)

LINDSEY LICARI  
9564 SCORPION TRACK CT.  
LAS VEGAS, NV 89178

7025776657

LINDSEY LICARI14@AOL.COM

□ Plaintiff LINDSEY LICARI, In Proper Person

**MEMORANDUM OF POINTS AND AUTHORITIES**

**1. INTRODUCTION**

Plaintiff, Lindsey Licari married Defendant Bobby Antee, November 25, 2017, three weeks after the loss of her only son, Ayden Brown. Immediately, after marrying, Defendant Bobby Antee expressed interest in helping the Plaintiff, Lindsey Licari Invest her money into a home. Plaintiff, Lindsey Licari, told Defendant, Bobby Antee that she was not ready to buy due to her credit. At no time, did realtor Linda Naw, Valley West Mortgage, One Realty, nor National Title Company ever run, Ms. Licari's credit to disqualify her from being on the loan. Ms. Licari herself told Mr. Antee, and Ms. Naw that she would not be going on the loan, but as a married couple would be making the deposit and both Mr. Antee and Ms. Licari would both hold the Deed to property 9564 Scorpion Track Ct, Las Vegas, NV 89178. In which Ms. Naw and Mr. Antee agreed, at no point did Ms. Licari ever agree to Mr. Antee having sole ownership of the property, in which he did not contribute to. Ms. Naw had all beginning conversations with Ms.

1 Licari and their conversations did not cease, until Ms.  
2 Licari in writing canceled the purchase of the home. Ms.  
3 Licari requested in writing to know what debts were being  
4 paid off and how they were being paid, Ms. Naw then said  
5 in writing she would be canceling the purchase of the  
6 home and sent Ms. Licari the closing disclosure on  
7 January 15, 2018, directly violating Nevada Disclosure  
8 Laws of allowing Ms. Licari 3 days to review the Closing  
9 Disclosure. The only reason Ms. Licari is not on the  
10 Title of 9564 Scorpion Track Ct, Las Vegas, NV 89178, is  
11 because she clearly cancelled the sale, expressed  
12 frustration of how much money was being spent, and Ms.  
13 Naw not sharing pertinent information about the loan  
14 process with Ms. Licari. Ms. Naw admits in her statement  
15 to GLVAR, that she and MR. Antee were sitting at the  
16 Title Company together when Ms. Licari sent the Letter of  
17 Agreement, Ms. Naw knew Ms. LiCari was not writing gift  
18 letters to Mr. Antee and that there were clearly problem,  
19 and she should no longer proceed with the purchase.  
20 Instead, Ms. Naw continued to fraudulently process the  
21 loan, omitting Ms. Licari from Title ad Closing behind  
22 her back. Ms. Naw change the closing date multiple times,  
23 which added to the frustration Ms. Licari was feeling and  
24 adding to her fear of becoming homeless again. Ms. Naw  
25 then tried to convince Mr. Antee and Ms. Licari to rent

1 the home, until she could close on it, again disregarding  
2 everything Ms. Licari told her. After finding out the  
3 closing did in fact occur, Ms. Licari then asked Mr. Antee  
4 for a divorce over the next 3 days, and also telling him  
5 again to cancel the home in which he did not. At this  
6 time, Ms. Licari began sleeping in hotels and her office  
7 to avoid the mental and emotional abuse of Mr. Antee. At  
8 this time, Ms. Licari still did not know that she was  
9 omitted from Title being that they are a married couple  
10 and Nevada State Law requires them both to be on Title.  
11 Ms. Licari knew at no point did she ever sign a Quit  
12 Claim, so legally she would have to be on Title. Mr.  
13 Antee proceeds to send messages to Ms. Licari, telling  
14 her to now get out of "HIS" house, moving in friends Ms.  
15 Licari did not know, giving away Ms. Licari's late sons  
16 toys to his children, buying expensive TV's and paying  
17 off all his own personal debt. This continued for about 4  
18 months, while Ms. Licari lived wither mother, slept in  
19 cars, and in her office. Mr. Antee then began making  
20 threats to slander Ms. Licari's work, foundation, and  
21 son, in which he has done all. Finally, after 6 months of  
22 abuse, manipulation, defamation, Ms. Licari looked of the  
23 property 9564 Scorpion Track Ct Las Vegas, NV 89178, to  
24 find that Title was delivered only in Mr. Antee's name.  
25 Ms. Licari immediately contacted Ms. Naw, in which she

1 instantly blew Ms. Licari off and referred her to her  
2 Broker. Ms. Licari then filed for divorce June 26, 2018,  
3 the very same day she found out about the fraud. Mr.  
4 Antee was initially apologetic, but as soon as he  
5 contacted Linda Naw, the cover up began. Mr. Antee then  
6 became extremely uncooperative and told Ms. Licari that  
7 he would be retaining Linda Naw's Law Firm, and Ms.  
8 Licari could not beat a Mortgage Company and a Title  
9 Company. Mr. Antee knew when the divorce was filed on  
10 June 26, 2018, that he had no interest in the home, that  
11 he had committed theft and fraud, yet still insisted on  
12 contesting this divorce. Mr. Antee and Ms. Licari were  
13 never a community, from the moment the house hunting  
14 process began, the fighting and distrust all began. Ms.  
15 Licari was very clear as to why she was asking Mr. Antee  
16 to sign the Letter of Agreement, and it had to be done  
17 prior to Ms. Licari signing another duplicate gift  
18 letter, at no time was it every agreement for equity, in  
19 which the home didn't even have. Mr. Antee also admitted  
20 to signing to the first agreement, in which Ms. Licari  
21 informed him that she updated it with waiving his rights  
22 to Community Property Laws in which Mr. Antee again  
23 confirms, he signed the second agreement. Another like  
24 term in that agreement was, if Mr. Antee chose to  
25 litigate the contract, he would then be responsible for

1 ALL legal fees. Mr. Antee had many opportunities to tell  
2 Ms. Licari she wasn't on the home, yet even when Ms.  
3 Licari asked Mr. Antee about the Homestead Declaration  
4 that needed to be placed on the home, to protect Ms.  
5 Licari's investment from creditors, he again never  
6 mentioned to Ms. Licari that she was omitted from Title,  
7 Mr. Antee testified several times, that he did not know  
8 Ms. Licari was not on the Title of the home, yet provided  
9 contradicting Statements to GLVAR, that Mr. Licari was  
10 very well informed and she was told from day 1, she would  
11 be listed on Title. Which again was a lie. Mr. Antee then  
12 began to try to make several deals with Ms. Licari about  
13 selling the home, in which Ms. Licari again reminded him  
14 of the contract and she would enforce it. Mr. Antee was  
15 clear of what he signed, and he again had no interest in  
16 the property, and was still not disclosing all of the  
17 debts that were paid off. Ms. Licari always was legally  
18 following the process at GLVAR, NRED, and Nevada  
19 Secretary of State and had every right to file every  
20 complaint that was filed due to the fraud and forgery in  
21 this case. At any time Mr. Antee could have choose to do  
22 the right thing, but instead chose to unnecessarily put  
23 Ms. Licari through a contested divorce, knowing that she  
24 had mentally and emotionally just went through the worst  
25 loss anyone can experience, yet he continued the process

1 for financial gain and to conceal the crimes he committed  
2 along with Linda Naw, ERA Brokers, National Title, and  
3 Valley West Mortgage. Mr. Antee then proceeded to destroy  
4 Ms. Licari's storages and furniture within them. Mr.  
5 Antee then began to Slander Ms. Licari on social media,  
6 along with Ms. Naw. Mr. Antee then withheld all bills for  
7 the home, making it nearly impossible for Ms. Licari to  
8 maintain the property, in which Ms. Licari has maintained  
9 even through Mr. Antee's constant contempt. Jennings and  
10 Fulton was retained to assist Ms. Licari in the Counter  
11 Claim against Linda Naw filed in 12/2018, Jennings and  
12 Fulton and Shumway Van were very clear on the findings  
13 made by the Secretary of State and the Breach of Contract  
14 by Mr. Antee and Ms. Naw yet both firms choose to  
15 unnecessarily litigate this case in an effort to conceal  
16 a crime. Jennings & Fulton and Shumway Van knew that  
17 Nikki Sikalis-Bott notarized her own loan file, making  
18 the document invalid, the were both also aware that she  
19 did not produce her journal, and they were in receipt of  
20 the messages from Mr. Antee and Ms. Naw that again  
21 confirmed the allegations Ms. Licari was suing for. This  
22 is simply a case where Mr. Antee, Ms. Naw, Jennings and  
23 Fulton, and Shumway Van saw a great opportunity to take  
24 advantage of a grieving mother. Ms. Licari reported  
25 contempt, damages, and restitution to Jennings and

1 Fulton, yet they reported nothing to the courts, and the  
2 took the evidence available to both counsel for a year,  
3 out of evidence. Jennings and Fulton did not discuss this  
4 with Ms. Licari, but purposely allowed it to be removed  
5 to damage the credibility of Ms. Licari. Jennings and  
6 Fulton were given additional text messages on February 7,  
7 2020 after the first day of trial to impeach the  
8 testimony given that day, yet they showed up on February  
9 12, 2020 with no evidence at all. Jennings and Fulton  
10 then insisted on getting lunch on February 12, 2020, when  
11 Ms. Licari again requested that they go print more text  
12 messages to impeach their testimony, again Jennings and  
13 Fulton did not have the best interest of Ms. Licari in  
14 mind and went to a diner for lunch, returning 20 mins  
15 after Ms. Licari yet they were all at the same place.  
16 Jennings and Fulton then instruct Ms. Licari to go  
17 through the trial binder to find evidence herself, and  
18 ignores every question she asked during trial, asking Mr.  
19 Antee and Ms. Naw nothing that would prove what the did  
20 to Ms. Licari. Jennings and Fulton also made it a point  
21 not to refer to documents Ms. Licari uploaded into  
22 evidence to damage her credibility. Jennings and Fulton  
23 then ended their closing statements, mumbling through  
24 them and just sitting down unfinished. Ms. Licari has  
25 been put through 3 years of a nightmare that should never



1 have gone this far. Jennings and Fulton at no time every  
2 suggested Ms. Licari to get a Handwriting Expert that  
3 could have also ended all this unnecessary litigation,  
4 but for their own personal gain, to protect he crimes of  
5 Linda Naw and Bobby Antee, they continued to litigate and  
6 allow me to be mentally and emotional abused by Shumway  
7 Van, Bobby Antee, Linda Naw, and Nikki Bott. At no time  
8 did Jennings and Fulton ever have the best interest of  
9 Ms. Licari but were continuously manipulating this  
10 divorce case and both civil cases, to favor Linda Naw.

## 11 **II. STATEMENT OF FACTS**

- 12 1. Ms. Licari's ID issued 12/26/2017, so it was  
13 impossible for Ms. Licari to sign her maiden name with  
14 a valid Nevada ID **Exhibit 1**
- 15 2. Letter from the Handwriting Expert confirming forgery  
16 **Exhibit 2**
- 17 3. Nevada Secretary of State Report **Exhibit 3**
- 18 4. Text Messages from Bobby Antee about not knowing Ms.  
19 Licari was not listed on the deed and that the  
20 mortgage company paid his debts, not Ms. Licari Ms.  
21 Licari was not at the Title Company during the  
22 Closing. **Exhibit 4**
- 23 5. Emails to Jennings and Fulton **Exhibit 5**
- 24 6. Proof of Canceled insurance **Exhibit 6**

- 1 7. Ms. Licari's Bank Statements and money trail. No  
2 signature from Ms. Licari that her savings of \$26k was  
3 a cash gift. Mr. Antee lying on underwriting paperwork  
4 about deposits and paying off credit cards. **Exhibit 7**
- 5 8. Letters of Recommendation **Exhibit 8**
- 6 9. Deed signed by Bobby Antee with a different Notary  
7 then the forged Deed. Proof he knew about the student  
8 loans being paid off without Ms. Licari's knowledge.  
9 **Exhibit 9**
- 10 10. Previous filings by Jennings and Fulton  
11 Confirming knowledge of facts of all cases. **Exhibit 10**
- 12 11. Letter from Ms. Licari's therapist. **Exhibit 11**
- 13 12. Retainer, Invoices, and proof of payment to  
14 Jennings and Fulton. **Exhibit 12**
- 15 13. Text Messages from Linda confirming Ms. Licari  
16 and Mr. Antee will be on Title of the home. **Exhibit 13**
- 17 14. Proof Ms. Licari has blocked Mr. Antee and Ms.  
18 Naw and they continue to stalk her and slander her  
19 work and character. **Exhibit 14**
- 20 15. Proof notaries were not signed with all parties  
21 present. Nikki Sikalis Bott on notarized the forged  
22 deed. **Exhibit 15**
- 23 16. 65 Exhibits taken out of the Plaintiff's Trial  
24 Binder on 2/12/2020 by Grayson Moulton, Jared  
25 Jennings, and Logan Wilson. **Exhibit 16**

1 17. Proof of loss in Car robbery due to not being  
2 listed on Homeowners policy. **Exhibit 17**

3 **III. CONCLUSION**

4 Plaintiff, Lindsey Licari has been through the worst experience  
5 a mother could ever imagine, and instead of being able to heal  
6 and serve her community in peace, every person in her life saw a  
7 way to financial prosper off her loss ad tried to do it at the  
8 expense of her loss. The facts in this case are simple. The  
9 parties were married to have joint ownership in he home. Mr.  
10 Antee and Ms. Naw breeched this contract when they continued the  
11 purchase of the home, without informing Ms. Licari, and when Mr.  
12 Antee, Ms. Naw, National Title Company, and all other involved  
13 parties, forged Ms. Licari's name to a Quit Claim to close on  
14 the sale. Each party had their own financial gain, expect Ms.  
15 Licari. The Notary complaint was filed almost two years prior to  
16 trial, Complaints were filed with GLVAR and NRED with plenty of  
17 time to report these findings to the court in which my legal  
18 counsel, chose to not support me as their client, but instead  
19 manipulate this case to convince me to drop the law suits in the  
20 other cases. After the Opinion of the Court was released, I was  
21 called into Jennings and Fulton where they again tried to  
22 convince me that the judge saw all 301 pages on the exhibit I  
23 uploaded and still came to this conclusion. Which was  
24 impossible, so Jennings and Fulton convinced Ms. Licari that  
25 Judge ruled based on all the evidence, which instantly made Ms.  
Licari not trust of Judge. Ms. Licari then asks Steven Sanson,  
who seemed to know about the family court system about the  
ruling, for help, in which he had his own agenda and steered the

1 conversations away from Ms. Licari's case and towards the  
2 bashing of the Judge. At this interview Ms. Licari realized that  
3 it was not the Judge who removed the Exhibits, it was Jennings  
4 and Fulton who agreed to remove it and damage the credibility of  
5 Ms. Licari. Lying to Ms. Licari, telling her its now time to  
6 settle with all parties to protect herself. At no time did Ms.  
7 Licari Slander anyone, just simply made the facts public for her  
8 own protection. Mr. Antee. Ms. Naw, and their legal counsels all  
9 knew of the findings, yet continued to find ways to get  
10 regulatory agencies to throw out the claims. If they were  
11 capable of convincing GLVAR and NRED of their lies, Ms. Licari  
12 had no idea how far they would go to continue to conceal their  
13 crimes. Ms. Naw has now taken the false Opinion of the court and  
14 slanderous messages that she clearly knows are false all around  
15 the city slandering Ms. Licari and Jennings and Fulton helped  
16 her achieve this, for this I should owe them nothing and I  
17 should be paid restitution by Shumway Van and Jennings and  
18 Fulton, leaving Mr. Antee to bare all attorney fees due to him  
19 being a vexatious litigant. Ms. Licari has every right to report  
20 a crime and take every measure to hold those who victimized her  
21 accountable. Ms. Licari is asking the courts to see his for  
22 exactly what it is, and finally put a end to the Stalking,  
23 Harassment, Defamation, Abuse, and allow Ms. Licari to serve her  
24 community in peace and for the first time since the loss of  
25 Ayden, to have peace from the vultures they are all. Mr. Antee  
has purposely taken Ms. Licari through Litigation knowing that  
after the loss of her son that she was mentally, struggling and  
begging him to stop lying and defaming her work and her son. The  
fact that they all continued to litigate and show complete

1 disregard for Ms. Licari, and the trauma she experienced is  
2 criminal and evil. Ms. Licari solely provided all funds to  
3 purchase the property that she clearly did not want, Ms. Licari  
4 solely protected the investment with no help from Mr. Antee. A  
5 Deed executed based on fraud is not a valid Deed, both Jennings  
6 and Fulton and Shumway Van knew this and continued to aid in the  
7 emotional and mental abuse of Ms. Licari. Jennings and Fulton  
8 also asserted no damages, restitution, witnesses, or evidence to  
9 either of my civil cases, in which I had to file a leave of the  
10 court to assert damages, and add my witnesses, completely wasted  
11 two years, but continuously submitted evidence in support of  
12 Linda Naw. Ms. Licari ask the court to first accept her apology  
13 for the incorrect statements I made on Veterans in politics, and  
14 understand the false misleading information provided to Ms.  
15 Licari by Jennings and Fulton. Ms. Licari did not know the  
16 decision to remove evidence was made by her own counsel to  
17 damage her credibility. Ms. Licari uploaded 65 Exhibits and 301  
18 pages that Cleary confirmed all the statements made in court and  
19 is was a gross legal malpractice for her counsel to knowingly  
20 remove the evidence. Ms. Licari has no issue with publicly  
21 correcting her statements and rightly placing fault on those who  
22 are responsible for this disaster. Mr. Antee, Ms. Naw and both  
23 legal counsels, have gone out of their way to try to destroy a  
24 foundation that helps hundreds of children to protect their own  
25 illegal actions. Quite Title should have been filed in 12/2018  
and all litigation in the divorce should have been avoided. They  
have all treated Ms. Licari inhumanly, and have cause severe  
damages in her life. Ms. Licari asks the court to hold Mr. Antee  
soley responsible for all legal fees. Since trail, Ms. Licari

1 had to retain additional counsel for accurate legal advice,  
2 because Jennings and Fulton cannot be trusted. Ayden's Army of  
3 Angels is the last piece of Ms. Licari's son that she has, to  
4 allow Mr. Antee, Ms. Naw and their counseling to manipulate a  
5 case and destroy the one thing that keeps Ms. Licari alive is  
6 criminal and allowing them to victimize Ms. Licari again. Ms.  
7 Licari has dedicated her life to giving back and making  
8 something positive out of her loss, she should not have ever had  
9 to go through one day of the greed and lies of this fake  
10 marriage. Ms. Licari is begging the courts to put an end to  
11 this, and allow her to find a way to grieve and get the  
12 counseling that she needs to survive the loss of her son, and  
the 3 years of this divorce for a man who can pay his own debts  
and be accountable for his actions.

13 *In Marden v. Dorthy, this Court held that a forged deed*  
14 *was void at its inception, finding it to be a "spurious*  
15 *or fabricated paper" (160 N.Y. 39, 47 [1899] ), a forgery*  
16 *characterized by "the fraudulent making of a writing to*  
17 *the prejudice of another's rights" As Marden noted, a*  
18 *forged deed lacks the voluntariness of conveyance).*

19 *Therefore, it holds a unique position in the law; a legal*  
20 *nullity at its creation is never entitled to legal effect*  
21 *because "[v]oid things are as no things"*

22  
23 *A forged deed, however, cannot convey good title, and "[i]t is legally impossible for any*  
24 *one [sic] to become a bona fide purchaser of real estate, or a purchaser at all, from one*

1 who never had any title, and that is this case( *Yin Wu v. Wu*, 288 A.D.2d 104, 105 [1st  
2 Dept 2001] [“A forged deed is void and conveys no title”]; 2–15 Warren's *Weed New*  
3 *York Real Property* § 15.01 [“A purchaser who takes title through a forged deed cannot  
4 be a bona fide purchaser, even if the purchaser did not have knowledge of the forgery”]  
5 ). New York's rule reflects a general well-established principle of real property law (see  
6 e.g. *Harding v. Ja Laur Corp.*, 20 Md App 209, 214 [Md Ct Spec App 1974] [“A forged  
7 deed . is void ab initio”]; *Scott D. Erler, D.D.S. Profit Sharing Plan v. Creative Fin. &*  
8 *Investments, L.L.C.*, 349 Mont 207, 214 [2009] [“forged conveyances are void ab initio  
9 and do not transfer title”]; *Brock v. Yale Mortg. Corp.*, 287 Ga 849, 852 [2010] [“we have  
10 also long recognized that a forged deed is a nullity and vests no title in a grantee”];  
11 *Akins v. Vermast*, 150 Or.App. 236 n 7 [Or Ct App 1997] “If fraud is ‘in factum,’ such as  
12 a forged deed or a situation analogous to forgery, the deed is void ab initio and will not  
13 support subsequent title in any person”]; *First Nat. Bank in Albuquerque v. Enriquez*, 96  
14 NM 714, 716 [1981] [“a forged deed is a void deed and transfers no interest”]; *Williams*  
15 *v. Warren*, 214 Ark 506, 511 [1949] [“No one can claim that an estate in land should be  
16 divested by forgery”] ).

17  
18 It is similarly true that no property shall be encumbered, including by a mortgagee, in  
19 reliance on a forged deed (see *Marden*, 160 N.Y. at 51; see also *Cruz v. Cruz*, 37 AD3d  
20 754, 754 [2d Dept 2007][“A deed based on forgery or obtained by false pretenses is  
21 void ab initio, and a mortgage based on such a deed is likewise invalid”]; *Jiles v. Archer*,  
22 116 AD3d 664, 666 [2d Dept 2014] [“If a document purportedly conveying a property  
23 interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide  
24 encumbrancer for value receives nothing”]; 2–15 Warren's *Weed New York Real*  
25 *Property* § 15.09 [“If the conveyance is void, the purchaser or encumbrancer will not

1 *enjoy any of the rights of a bona fide purchaser”*; 43A N.Y. Jur 2d Deeds § 218 [*“a*  
2 *forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from*  
3 *the grantee, even for value and without notice of the forgery, will not be protected”*]).

4 *Moreover, New York's recording statute (Real Property Law § 291) does not apply to a*  
5 *forged deed (see Albany County Sav. Bank v. McCarty, 149 N.Y. 71, 74 [1896]; Grosch*  
6 *v. Kessler, 231 AD 870, 870 [2d Dept 1930] ). Neither can recording a forged deed*  
7 *transform it into a document with legal authority to establish a valid property interest, for*  
8 *it “does not change the legal rights of anyone” (Marden, 160 N.Y. at 56). “The fact that a*  
9 *false and fabricated writing of this character is deposited in a public office for record,*  
10 *and is actually recorded, can add nothing to its legal efficacy. The recording statute*  
11 *applies to “genuine instruments and not to forged ones” ( citing Albany County Sav.*  
12 *Bank, 149 N.Y. at 74).*

13  
14 *Given the clarity of our law that a forged deed is void ab initio, and that it is a document*  
15 *without legal capacity to have any effect on ownership rights, the question remains*  
16 *whether a claim challenging a conveyance or encumbrance of real property based on*  
17 *such deed is subject to a time bar. Our case law permits only one answer: a claim*  
18 *against a forged deed is not subject to a statute of limitations defense.*

19 *As this Court held in Marden, a forged deed is void, not merely voidable. That legal*  
20 *status cannot be changed, regardless of how long it may take for the forgery to be*  
21 *uncovered. As this Court made clear in Riverside Syndicate, Inc v. Munroe, a statute of*  
22 *limitations “does not make an agreement that was void at its inception valid by the mere*  
23 *passage of time” (10 NY3d 18, 24 [2008], citing Pacchiana v. Pacchiana, 94 A.D.2d 721*  
24 *[2d Dept 1983] ). Consequently, plaintiff may seek to vacate the deed and defendant's*  
25



1 *encumbrance upon the property. If, as plaintiff claims, the deed is a forgery, then it was*  
2 *never valid and Tonya lacks title to Gogins's half-interest in the property based on the*  
3 *“corrected” deed.*

4  
5 *Indeed, this is the prevailing approach in other jurisdictions (see e.g. Moore v. Smith–*  
6 *Snagg, 793 So.2d 1000, 1001 [Fla Dist Ct App 5th Dist 2001] [(o)f course, there is no*  
7 *statute of limitations in respect to the challenge of a forged deed, which is void ab*  
8 *initio”]; see also Wright v. Blocker, 198 So 88, 90–91 [Fla 1940] ). The high court of*  
9 *West Virginia, for example, has observed that “there is no statute of limitations*  
10 *regarding void deeds” (MZRP, LLC v. Huntington Realty Corp., 2011 W Va LEXIS 240,*  
11 *2011 WL 12455342 [W Va 2011] [void tax deed] ), while the high court of Idaho held*  
12 *that “[b]ecause [a] lease agreement was void ab initio, it could be challenged at any*  
13 *time” (Thompson v. Ebbert, 160 P3d 754, 757 [Idaho 2007] [attempted lease void based*  
14 *on a lack of authority to lease only a portion of the property] ).*

15 *Joyner v Bank of American ; Kemberling v Ocwen loan servicing llc*

16  
17 **IIII. Prayers for relief**

- 18 **1.** Place an Injunction on Shumway Van and Jennings and  
19 Fulton for anymore unnecessary litigation or  
20 contacting Ms. Licari.
- 21 **2.** Recommend Quite Title for Ms. Licari to civil court.
- 22 **3.** Hold Mr. Antee responsible for all legal fees,  
23 costs, and damages opposed on Ms. Licari (\$16000)  
24 repaid to Ms. Licari and \$15k to Jennings and  
25 Fulton.

- 1       **4.** Criminally charge Mr. Antee with Fraud and  
2           Concealing a Crime.
- 3       **5.** Order restitution be paid to Ms. Licari by Jennings  
4           and Fulton and Shumway Van for vexatious  
5           litigations.
- 6       **6.** Order Jennings and Fulton to reimburse all legal  
7           fees paid to them thus far.
- 8       **7.** Order damages for Defamation Mr. Antee has imposed  
9           on Ms. Licari and Ayden's Army of Angels.
- 10      **8.** Order full ownership of 9564 Scorpion Track Ct Las  
11          Vegas, NV 89178 t Ms. Licari.
- 12      **9.** Order Mr. Antee to repay Ms. Licari for the Student  
13          Loans and \$26k he took of Mr. Licari's savings, to  
14          qualify himself for the fraudulent mortgage, and  
15          make it non dischargeable by bankruptcy due to  
16          fraud.
- 17      **10.** Change the Opinion of the court to not damage the  
18          work of Ms. Licari.
- 19      **11.** Order Mr. Antee to refund the cost of the  
20          wedding \$7500, he had committed the fraud already,  
21          and married Ms. Licari will ill intent.
- 22      **12.** Order Mr. Antee to refund Ms. Licari \$1300 for  
23          Child Support for  
24          Children that weren't hers and she never met.



*Lindsey Licari*\_\_ (Signature)

LINDSEY LICARI

9564 SCORPION TRACK CT.

LAS VEGAS, NV 89178

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☐ Plaintiff, LINDSEY LICARI, In Proper Person