



1 **MOT**  
2 **LINDSEY LICARI**  
3 9564 SCORPION TRACK CT  
4 LAS VEGAS, NV 89178  
5 7025776657  
6 DEFENDANT LINDSEY LICARI IN PROPER PERSON

7  
8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA  
10

11 LINDA PERDUE also known as LINDA  
12 NAW, an individual, NAW REAL ESTATE  
13 INC., a NEVADA corporation,

14 Plaintiff(s),

15 -vs-

16 LINDSEY LICARI, also known as LINDSEY  
17 ANTEE, an individual: DOES I through X,  
18 inclusive,

19 Defendant(s).

20 CASE NO. A-18-786141-C

21 DEPT. NO. 18

22 LINDSEY LICARI also known as LINDSEY  
23 ANTEE, an individual,  
24 Counter Claimant,

25 -vs-

26 LINDA PERDUE also known as LINDA  
27 NAW, an individual; NAW REAL ESTATE  
28 INC., a Nevada Corporation; DOES I  
through X, and ROE CORPORATIONS I  
through X, inclusive

Counter Defendants,

LINDSEY LICARI also known as LINDSEY

1 ANTEE, an individual,  
2 Third-Party Plaintiff,  
3 -vs-  
4 ERA BROKERS INC, a Nevada  
5 Corporation, VALLEY WEST MORTGAGE,  
6 a Nevada Corporation, DREW LEVEY, an  
7 individual, BOBBY ANTEE, an individual;  
8 ONE REALTY GROUP, a Nevada  
9 Corporation, VATCHE SAIJIDIAN, an  
10 individual, MELISSA PARKER, an  
11 individual; JEFF MOORE, an individual  
12 DOES I through X, inclusive, ROE  
13 CORPORATONS I through X, inclusive,  
14 Third-Party Defendant(s),  
15

16  
17 **MOTION FOR RECONSIDERATION TO CONSOLIDATE CASES**  
18 **AND**  
19 **DEFENDANT’S OPPOSITION TO PLAINTIFF’S MOTION FOR SANCATIONS**  
20 **PURSUANT TO NRCP 11**  
21 **AND**  
22 **DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGEMENT**  
23 **AND**  
24 **SUPPLEMENTAL FOR OPPOSITION TO THIRD-PARTY LEAVE DISMISSAL**  
25 **AND**  
26 **SUPPLEMENTAL FOR JEFF MOORE & ERA BROKERS MOTION TO DISMISS**  
27 **PURSUANT TO NRCP 12(B)(3) AND 12 (B)(5)**  
28

24 DEFENDANT, LINDSEY LICARI (hereinafter “Ms. Licari”) hereby submits her  
25 MOTION FOR RECONSIDERATION TO CONSOLIDATE CASES AND DEFENDANT’S  
26 OPPOSITION TO PLAINTIFF’S MOTION FOR SANCTIONS PURSUANT TO NRCP  
27 11, AND DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGEMENT.  
28

1 This Motion is made based on the following memorandum of points and  
2 authorities, all pleadings and papers file herein, and any oral argument the Court may  
3 allow at the time of hearing on this matter.

4 DATED July 28, 2020

5 *LINDSEY LICARI*

6 SIGNATURE  
7 LINDSEY LICARI  
8 9564 SCORPION TRACK CT  
9 LAS VEGAS, NV 89178

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 On July 15, 2020 a hearing was held to Consolidate cases A-18-786141-C  
13 and case A-20-808737-C in which DEFENDANT, LINDSEY LICARI was  
14 forced to represent herself in a telephone hearing. DEFENDANT, LINDSEY  
15 LICARI was told to start the hearing, in which she did, stating she was  
16 arguing a Motion to Leave to file a Third-Party Complaint, in which at the end  
17 of the hearing was informed by the Court that the hearing was to Consolidate  
18 Cases. Ms. Licari made it clear to Ms. Naw that both parties would be listed  
19 on Title as a married couple, at no time in the transaction did Ms. Licari ever  
20 agree to not be on Title. Ms. Licari was not present at the Closing for Property  
21 9564 Scorpion Ct Las Vegas, NV 89178. It was fraudulently held on  
22 1/17/2018, without Ms. Licari's knowledge or approval, ending in the Forgery  
23 of a Quit Claim Deed. Third-Party Defendant, Bobby Antee attending this  
24 Closing on his own, in which he Breached Contract by doing so without Ms.  
25 Licari present, or authorizing the continuance of the purchase on property  
26 9564 Scorpion Track Ct. Las Vegas, NV 89178. At Closing, Third- Party  
27 Defendants, ONE REALTY GROUP, MELISSA PARKER, ERA BROKERS,  
28 VALLEY WEST MORTGAGE, DREW LEVY, VATCHE SATIJIAN, NIKKI

1 SIKALIS BOTT, BOBBY ANTEE, AND PLAINTIFF LINDA NAW all attended  
2 the Closing and not one of them questioned where THIRD-PARTY  
3 DEFENDANT'S BOBBY ANTEE'S wife DEFENDANT, LINDSEY LICARI was,  
4 or why they would have 3 gift letters valued at \$65k, \$3k, \$4060, would be  
5 executed by Ms. Licari and she would not be present at the closing or be on  
6 the Title of the home. Ms. Licari clearly canceled the transaction in writing to  
7 Ms. Naw, in which Ms. Naw said she was sending over the Cancellation docs.  
8 Therefore, Ms. Licari did not attend the closing and no longer wanted to  
9 participate in the purchase of the property. Ms. Naw did not confirm with Ms.  
10 Licari that Mr. Antee was able to continue with the transaction after canceling.  
11 Mr. Antee nor Ms. Naw spoke to Ms. Licari on 1/16/2018. Ms. Licari was then  
12 contacted by Mr. Antee on January 17, 2018 after not speaking to Ms. Licari  
13 for two days, and asked her to reconsider the purchase on 9564 Scorpion  
14 Track Ct. Las Vegas, NV 89178 and resign a duplicate Gift Letter for the car  
15 paid off prior to retaining Ms. Naw. Ms. Licari then told Mr. Antee to sign a  
16 Letter of Agreement to again reiterate that these were not gifts prior to her  
17 reconsidering the purchase of the property, in which Mr. Antee signed and  
18 Ms. Naw admitted to sitting with him at the Title Company when he received  
19 it, again also confirming Ms. Licari was not present at the fraudulent closing  
20 held on 1/17/2018. When Mr. Antee signed the Letter of Agreement and  
21 emailed it back to Ms. Licari, Ms. Licari then sent Ms. Naw a duplicate Gift  
22 Letter, at no time speaking of or agreeing to a Quit Claim. Ms. Licari was still  
23 at her office when Mr. Antee came to Ms. Licari's Office with Wire Instructions  
24 and told Ms. Licari that she would be able to review all the loan docs at the  
25 Title Company prior to reconsidering her choice to cancel. Mr. Antee and Ms.  
26 Licari argued about the Letter of Agreement, and Mr. Antee's Childs Mother  
27 for hours prior to Ms. LiCari going to Chase Bank. Mr. Antee worked 11-8pm  
28 on 1/17/2018 so he was at no time ever at the Title Company with Ms. Licari.

1           Around 3pm on January 17, 2018 Ms. Licari went to the bank with Wire  
2           Instructions, believing she would be able to make a final decision at the Title  
3           Company after reviewing the documents. When Ms. Licari left Chase Bank,  
4           all the funds were still in her account, when Ms. Licari got to National Title  
5           Company she was greeted by a woman, and Ms. Licari asked to see the loan  
6           docs, in which the agent told Ms. Licari there was nothing to see, and to  
7           contact her realtor, Ms. Naw. Ms. Licari left upset because Mr. Antee lied  
8           about seeing paperwork, but Ms. Licari's money was still in her account, so  
9           she had no reason to believe any final documents were executed. The next  
10          morning, Ms. Licari woke up to find that all of her money was out of her  
11          account, and they had closed behind her back. Ms. Licari did not see what  
12          debts were paid off, did not see what was being paid off with Escrow, and  
13          believed the entire \$62k went towards the down payment of the property that  
14          both Ms. Licari and Mr. Antee would be listed as owners on. Ms. Licari  
15          immediately asked for a divorce. Ms. Licari then told Mr. Antee to cancel the  
16          home for the next two days and he did not. For the next 6 months Ms. Licari  
17          was unaware that she was not listed on the home, and Mr. Antee spent the  
18          next 6 months kicking Ms. Licari out of the home, changing locks, threatening to  
19          file restraining orders to keep Ms. Licari out of the home, and then tried to sell  
20          the home from under Ms. Licari. After six months of abuse, damage to Ms.  
21          Licari's property, defamation of Ms. Licari, her late son, and her work. Ms.  
22          Licari finally found out that she was not on the Title of the home on June 26,  
23          2018 after checking the State Assessor website. Ms. Licari immediately filed  
24          for Divorce, and filed a complaint with NRED, GLVAR, and LVMPD. Initially,  
25          Ms. Licari filed the police report accusing Mr. Antee and Ms. Naw of Mortgage  
26          Loan Fraud and Forgery. NRED and GLVAR, dismissed Ms. Licari's claims  
27          telling her that she wasn't part of the transaction and LVMPD dismissed the  
28          complaint saying it was a "Marital Issue", in which it wasn't it was fraud and

1           forgery. Ms. Licari then appealed the dismissal in which GLVAR, provided Ms.  
2           Licari with the Respondent Docs from PLAINTIFF, LINDA NAW, in December  
3           on 2018 and this was the first time Ms. Licari found out about the Forgery and  
4           the Notary of , DEFENDANT NIKKI BOTT from case A-20-808737-C to the  
5           QUIT CLAIM in question. Therefore, Ms. Naw was very aware of the Forged  
6           Deed and was the party who produced it. Cases A-18-786141-C and A-20-  
7           808737-C are the same cases with the same claims, witnesses, and  
8           evidence. Ms. Licari is being forced to write the same Motions repeatedly  
9           when the court could save time and money by consolidating these cases into  
10          one case as it should have been originally filed. It will cause extreme strain on  
11          Ms. Licari to continue responding to 5-6 motions a week between both cases.  
12          Ms. Licari also has an Handwriting Expert who will be testifying and will be  
13          coming from Texas, so it will add heavy cost to Ms. Licari's defense to fly the  
14          expert out twice to testify on the same matter and same forge signature. Ms.  
15          Naw filed this erroneous Complaint to avoid accountability at the hearing for  
16          GLVAR, to avoid responsibility to her Broker, THIRD PARTY DEFENDANT,  
17          JEFF MOORE AND HER BROKERAGE ERA BROKERS. Ms. Licari was very  
18          clear with her counsel, JENNINGS AND FULTON to counter adding all  
19          responsible parties in which they did not. The Court needs to question the  
20          Competency and Honesty of SHUMWAY VAN and their staff, as Mr. Van  
21          blatantly lied to the court on 7/15/2020 stating that Ms. Licari was present at  
22          the closing, and that she willingly gifted a home to Mr. Antee. SHUMWAY  
23          VAN is also sharing information between cases that they have been given  
24          clear evidence of the crimes their clients have committed. Shumway Van and  
25          Jennings and Fulton handled the divorce for both parties, in which Garyson  
26          Moulton and Jared Jennings together removed all of Ms. Licari's evidence out  
27          of the trial binder prior to the Judge Ruling. Judge Rena Hughes heard the  
28          divorce trial on 2/7/2020 and concluded on 2/12/2020, in which Jennings and

1 Fulton committed multiple NRCP violations against Ms. Licari, providing no  
2 evidence, factual findings, or witnesses on Ms. Licari's behalf to purposely  
3 mislead the opinion of the court, in which she initially succeeded. Ms. Licari  
4 then waited for 3 months after trial for the judge to rule, in which the judge  
5 ruled the day after Ms. Licari refused to settle with the Title Company and  
6 also release PLAINITFF, LINDA NAW from her responsibility in the Mortgage  
7 Fraud and Forgery committed against Ms. Licari. Ms Licari was asked at trial  
8 by Mr. Antee's counsel, if she had a Letter from an Expert that the signature  
9 was forged, in which she did not and was never instructed to do so by her  
10 dishonest counsel. After trial, Ms. Licari did seek an Expert in which it was  
11 again confirmed Forgery.

## 12 **II. Sanctions**

13 Upon finding out of the Gross Legal Malpractice of Jennings and Fulton and  
14 Shumway Van, and now having the Letter from the Expert, Ms. Licari had to  
15 take over all of cases on her own and correct the false filings of Jennings and  
16 Fulton. In Case A-18-786141-C Ms. Licari found that Jennings and Fulton  
17 were again presenting no evidence, witnesses, or findings that they had for  
18 over a year. Ms. Licari then tried to contact Self help, but due to COVID19  
19 had very little help available. There was also a new date to submit Ms. Licari's  
20 Initial list of Witnesses, and evidence, which was June 19, 2020, so Ms. Licari  
21 in an effort to comply with the dates submitted the required information and  
22 served the parties, not knowing that the Third Party Defendant's were to be  
23 named but not yet served. At the time of service Ms. Licari's counsel was still  
24 on record, but refused to help Ms. Licari at all, instead they kept trying to help  
25 Ms. Naw, Mr. Antee and Third Party Defendants by sending case A-20-  
26 808737-C straight to arbitration also not reporting the damages being claimed  
27 by Ms. Naw in the amount of \$80k, which also happens to be the same  
28 amount of the Letter of Agreement in which she witnessed Mr. Antee sign

1 retracting all Gift Letters to protect Ms. Licari. Ms. Licari also had to request a  
2 Leave in case A-20-808737-C in which the Counsel for Nikki Bott is now  
3 trying to dismiss that Motion because now Ms. Licari waited to serve the  
4 parties for the court to rule on that matter, and did not file a complaint as they  
5 say she should be sanctioned for in case A-18-786141-C. All the while Ms.  
6 Licari's counsel was still on service contacts in which they deliberately did not  
7 help Ms. LiCari. Ms. Licari successfully served 6 parties in which the lender  
8 THIRD PARTY DEFENDANT, DREW LEVY and BOBBY ANTEE are  
9 avoiding service, not the actions of people who are not hiding something. Ms.  
10 Naw continues to say the "Lender" told Ms. Licari she was not able to be  
11 listed on Title in which that was also a lie. Ms. Licari never filled out a  
12 application with Valley West Mortgage to even be omitted from the  
13 transaction. THIRD PARTY DEFENDENTS DREW LEVY, VATCHE  
14 SATJIDIAN, did not verify monies in Mr. Antee's account and allowed him to  
15 use the funds without gift letters and without the knowledge of his wife,  
16 DEFENDANT LINDSEY LICARI. Allowing them to impose sanctions will be  
17 allowing them to continue to victimize Ms. Licari and she asks the court to  
18 deny the PLAINTIFF'S MOTION FOR SANCTIONS as Ms. Naw, Ms. Naw's  
19 counsel also acting as counsel for THIRD PARTY DEFENDENTS, BOBBY  
20 ANTEE'S have been unnecessarily litigating both cases unnecessarily in a  
21 effort to conceal the crimes of their clients, at the cost of Ms. Licari. Ms. Naw,  
22 Mr. Antee, Shumway Van, Nikki Bott, Lipson Neilson, Liberty Mutual are now  
23 taking the false opinion of the judge and trying to slander Ms. Licari and her  
24 work. Ms. Licari filed a Motion for a New Trial making the Divorce Court  
25 Judge aware of the Legal Malpractice of Jennings and Fulton and Shumway  
26 Van, in which she has sealed the case to prevent the continued slander. Ms.  
27 Licari and Mr. Antee are still not divorced, but Opposing Counsel and Ms.  
28 Naw are still spreading a sealed false opinion that will be corrected between



1 all cases trying to reverse findings that are factual and accurate with an  
2 opinion they manipulated to protect Third Party Defendant and PLAINTIFF  
3 LINDA NAW. Now all parties are using the false opinion to deny the Bond Ms.  
4 Licari is entitled to , to try to label her as a vexatious litigate, and then  
5 Jennings and Fulton and Shumway Van tried to attach to Ms. Licari's assets  
6 for Attorney fees and costs, after purposely trying to lose the divorce case to  
7 manipulate the outcome of the Civil Cases. Jared Jennings does not even  
8 handle Family Law in which he lied and said he did. Ms. Licari in turns asks  
9 the court to Sanction SHUMWAY VAN and JENNINGS and FULTON for  
10 incompetency and vexatious litigating for their own financial gain.

### 11 **III. DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGEMENT**

12 Mr. Antee and Ms. Naw have had full knowledge of their Breech of Contract in  
13 the purchase of property of 9564 Scorpion Track Ct Las Vegas, NV 89178.  
14 Ms. Licari at no time ever agreed to not be on the title of property, or ever gift  
15 anything to Mr. Antee. Mr. Antee was very apologetic and willing to simply  
16 divorce when Ms. Licari first found out of the Fraud. It wasn't until he  
17 contacted Ms. Naw that he began to lie and conspire to cover up what they  
18 had done. Prior to conspiring with Ms. Naw and Shumway Van, Mr. Antee  
19 swore he knew nothing about Ms. Licari not being on the Title of the home,  
20 again proving no one every talked to Ms. Licari about not being on the Title of  
21 the home, nor was Ms. Licari present when they paid off \$8k in student loans  
22 to qualify Mr. Antee for a home he couldn't afford. Mr. Antee later began  
23 writing statements that now aligned with PLANTIFF, LINDA NAW'S lies and  
24 told Ms. Licari that she couldn't beat a Mortgage Company or a Real Estate  
25 Company, and if she didn't settle they would attack her work ad reputation in  
26 which they did. Ms. Licari has lost over 200k followers on social media due to  
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1 the lies, slander, and failure to act of all THIRD PARTY DEFENDENTS, and  
2 PLAINTIFF, LINDA NAW. Ms. Licari has been through 3 years of litigation  
3 over a Quit Claim deed she knew nothing about and didn't sign.

#### 4 IV. Legal Arguments

#### 5 V. Nevada Real Estate Law Violations

##### 6 **NRS 645.252(1) (a)**

7 Requires the licensee to disclose any material fact relating to the property  
8 which he knows, or which by the exercise of reasonable care and diligence,  
9 should have known, in which PLAINTIFF, LINDA NAW nor THIRD PARTY  
10 DEFENDANTS VALLEY WEST MORTGAGE, ONE REALTY GROUP, ERA  
11 BROKERS, or their agents did not ever let Ms. Licari know she wasn't listed  
12 on Title.

##### 14 **NAC 645.605(6)**

15 States a licensee has an "obligation to deal fairly with all parties to a real  
16 estate transaction", PLAINTIFF, LINDA NAW NOR THIR-PARTY  
17 DEFENDETNS acted fairly by hosting a closing without Ms. Licari's  
18 knowledge and with her present. Ms. Naw knew none of the funds belonged  
19 to THIRD PARTY DEFENDANT, BOBBY ANTEE so should have never  
20 allowed him to close as his Sole and Separate Property.

##### 21 **NRS 645.3205,**

22 "[a] licensee shall not deal with any party to a real estate transaction in a  
23 manner which is deceitful, fraudulent or dishonest." PLAINTIFF, LINDA NAW  
24 lied to Ms. Licari making her believe she would be listed on the Title of the  
25 home and had her execute Gift Letters with that belief, then closed without  
26 Ms. LiCari stealing over \$98k in the transaction, leaving Ms. Licari in poverty.

##### 28 **NRS 645.3205**

1 Ms. Naw violated NRS rules which creates liability to Ms. Licari and making  
2 Ms. Licari whole. Ms. Naw, ERA Brokers, not doing what one is required to  
3 do, doing what one is not supposed to do, and doing something one is  
4 supposed to do but doing it in a wrong (negligent) way applies to the actions  
5 of PLAINTIFF, LINDA NAW and THIRD PARTY DEFENDENTS, ERA  
6 BROKERS, VALLEYWEST MORTGAGE, ONE REALTY GROUP,  
7 NATIONAL TITLE COMPANY, BOBBY ANTEE, DREW LEVY, MELISSA  
8 PARKER, VATCHE SAJIDIAN, AND NIKKI SIKALIS BOTT.

9 **645.252(1)(e) r**

10 Nonfeasance occurs when a licensee is supposed to act and does not. Ms.  
11 Licari made THIRD PARTY DEFENDANT JEFF MOORE AND DEFENDANT  
12 IN CASE A-20-808737-C ,TRACY BOUCHARD and THIRD PARTY  
13 DEFENDANTS GLVAR, AND NRED , INGRID TRUJILLO, LINDA  
14 STRATTON, DARYL MCCLOSKEY, aware of the forgery of the QUIT CLAIM  
15 DEED in which No one acted, no one followed policies and procedures, and  
16 allowed the slander on Ms. Licari to continue for two years. Neither THIRD  
17 PARTY DEFENDANT, JEFF MOORE OR DEFENDANT TRACY  
18 BOUCHARD took any action against their employees for the fraud committed  
19 against Ms. Licari. Ms. Licari then provided a Letter from the Handwriting  
20 Expert to THIRD PARTY DEFENDENTS, LINDA STRATTON, INGRID  
21 TRUJILLO, DARYL MCCLOSKEY IN CASE A-20-808737-C, in which they all  
22 committed Nonfeasance.  
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24 **NRS 645.254(4)**

25 Requires a PLAINTIFF, LINDA NAW to present all debts required to be paid  
26 off at closing to the client as soon as practicable. PLAINTIFF, LINDA NAW  
27 intentionally withheld this from Ms. Licari and that is malfeasance.  
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**Charles v. Lemons & Assoc. et al., 104 Nev. 388 (1988).**

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*In Charles v. Lemons & Associates, (1988) the sellers, Mr. & Mrs. Charles, sued their brokerage and agent, Century Realty and Larry Geisendorf, for misrepresentation and failure to disclose material information.<sup>57</sup> Geisendorf negotiated the sale of the Charles' home with some buyers wherein the buyers would assume the existing first mortgage, obtain a second in the buyers' names, and have the sellers carry back a third deed of trust. The Charles claimed Geisendorf told them the buyers were financially capable of purchasing the property and that they were qualified to make payments on the loans. What Geisendorf failed to tell his clients was that the buyers had a combined income of only \$2,400 per month, that they expected to use the income from a speculative gold investment to meet their financial obligations, and that the buyer's second mortgage had an APR of 30.85%. When the buyers did not make any payments, the Charles' sued their agent and brokerage. They stated they would not have made the deal with the buyers if it hadn't been for the statements by Geisendorf concerning the buyers' financial soundness. That, coupled with their agent's failure to disclose material facts about the transaction, i.e., the buyers' tenuous loan arrangements, breached the agent's fiduciary duty to the sellers and caused the sellers loss.*

PLAINTIFF, LINDA NAW AND THIRD PARTY DEFENDENTS VALLEY WEST MORTGAGE, DREW LEVY, AND VATCHE SATJIDIAN, AND BOBBY ANTEE did not properly account for Mr. Antee's finances. THIRD PARTY DEFENDANT MR.ANTEE had full knowledge of Child Support Judgement made against him prior to the closing of 9564 Scorpion Track Ct Las Vegas, NV 89178, SO Mr. Antee clearly could not afford the property nor did he

1 qualify. The actions of MS. NAW, DREW LEVEY, NIKKI BOTT, and VATCHE  
2 SATJIDIAN and not disclosing material facts to Ms. Licari concerning the  
3 purchase and the money they were using knowing I belonged to Ms. Licari,  
4 allowed Mr. Antee a false approval for the loan in question, in which he  
5 moved into the home and was not able to maintain the payment. Ms. Licari  
6 was then forced to remain in the home for two years while they unnecessarily  
7 litigated case D-18-573154-D, case A-18-786141-C, and case A-20-808737-  
8 C. Ms. Licari was ordered to solely pay for a home she didn't want, canceled,  
9 and was obtained through fraud while she waited for two years for a hearing.  
10 All of Ms. Licari's assets were taken to close on the property leaving Ms.  
11 Licari with nothing to live on and no savings while this unnecessary litigation  
12 continued.

13  
14 **NRS 645.254(3)(d).**

15 A licensee is not required to perform services or give advice if the service or  
16 advice requires expertise outside the realm of real estate related services or  
17 for which a separate certification or license is required. Again, this protection  
18 may be waived should the licensee undertake to provide such services or  
19 advice. A licensee who performs unauthorized services may be held liable not  
20 only to the client, but to the various licensing entities and to any third-party  
21 who acts on the licensee's representations and is damaged. PLAINTIFF,  
22 LINDA NAW went beyond her fiduciary duties by referring THIRD PARTY  
23 DEFENDANT, BOBBY ANTEE to her personal Counsel to assist him with a  
24 divorce. MS. NAW did this to purposely interfere with the divorce to protect  
25 her and her Third Party Defendants from prosecution directly causing a  
26 contested divorce, when both Ms. Naw and Mr. Antee knew he had no  
27 interest in the property and a Deed procured by fraud is Voidable. This also  
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1 means that the Mortgage extended by THIRD PARTY DEFENDANT VALLEY  
2 WEST MORTGAGE , DREW LEVY, AND VATCH SATJIDIAN is also invalid  
3 and voidable and the mortgage should be wiped out and Ms. Licari made  
4 whole by the conveying Title to Ms. Licari with a free and clear mortgage  
5 owing nothing to the bank and the responsibility should be that of the  
6 Mortgage Lender. A forged deed should be treated as a Deed that never  
7 existed. Under our prior case law it is well-settled that a forged deed is void  
8 ab initio, meaning a legal nullity at its inception. As such, any encumbrance  
9 upon real property based on a forged deed is null and void. *Faison v Bank of*  
10 *America*

11 *In Marden v. Dorothy, this Court held that a forged deed was void at its*  
12 *inception, finding it to be a “spurious or fabricated paper” (160 N.Y. 39, 47*  
13 *[1899] ), a forgery characterized by “the fraudulent making of a writing to the*  
14 *prejudice of another's rights” As Marden noted, a forged deed lacks the*  
15 *voluntariness of conveyance). Therefore, it holds a unique position in the law;*  
16 *a legal nullity at its creation is never entitled to legal effect because “[v]oid*  
17 *things are as no things”*

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19  
20 *A forged deed, however, cannot convey good title, and “[i]t is legally impossible for any*  
21 *one [sic] to become a bona fide purchaser of real estate, or a purchaser at all, from one*  
22 *who never had any title, and that is this case( Yin Wu v. Wu, 288 A.D.2d 104, 105 [1st*  
23 *Dept 2001] [“A forged deed is void and conveys no title”]; 2–15 Warren's Weed New*  
24 *York Real Property § 15.01 [“A purchaser who takes title through a forged deed cannot*  
25 *be a bona fide purchaser, even if the purchaser did not have knowledge of the forgery”]*  
26 *). New York's rule reflects a general well-established principle of real property law (see*  
27 *e.g. Harding v. Ja Laur Corp., 20 Md App 209, 214 [Md Ct Spec App 1974] [“A forged*  
28 *deed . is void ab initio”]; Scott D. Erler, D.D.S. Profit Sharing Plan v. Creative Fin. &*

1 *Investments, L.L.C.*, 349 Mont 207, 214 [2009] [*“forged conveyances are void ab initio*  
2 *and do not transfer title”*]; *Brock v. Yale Mortg. Corp.*, 287 Ga 849, 852 [2010] [*“we have*  
3 *also long recognized that a forged deed is a nullity and vests no title in a grantee”*];  
4 *Akins v. Vermast*, 150 Or.App. 236 n 7 [Or Ct App 1997] [*“If fraud is ‘in factum,’ such as*  
5 *a forged deed or a situation analogous to forgery, the deed is void ab initio and will not*  
6 *support subsequent title in any person”*]; *First Nat. Bank in Albuquerque v. Enriquez*, 96  
7 NM 714, 716 [1981] [*“a forged deed is a void deed and transfers no interest”*]; *Williams*  
8 *v. Warren*, 214 Ark 506, 511 [1949] [*“No one can claim that an estate in land should be*  
9 *divested by forgery”*]).

10  
11 *It is similarly true that no property shall be encumbered, including by a mortgagee, in*  
12 *reliance on a forged deed (see Marden, 160 N.Y. at 51; see also Cruz v. Cruz, 37 AD3d*  
13 *754, 754 [2d Dept 2007][“A deed based on forgery or obtained by false pretenses is*  
14 *void ab initio, and a mortgage based on such a deed is likewise invalid”*]; *Jiles v. Archer*,  
15 *116 AD3d 664, 666 [2d Dept 2014] [“If a document purportedly conveying a property*  
16 *interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide*  
17 *encumbrancer for value receives nothing”*]; 2–15 Warren's *Weed New York Real*  
18 *Property* § 15.09 [*“If the conveyance is void, the purchaser or encumbrancer will not*  
19 *enjoy any of the rights of a bona fide purchaser”*]; 43A N.Y. *Jur 2d Deeds* § 218 [*“a*  
20 *forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from*  
21 *the grantee, even for value and without notice of the forgery, will not be protected”*]).

22  
23 *Moreover, New York's recording statute (Real Property Law § 291) does not apply to a*  
24 *forged deed (see Albany County Sav. Bank v. McCarty, 149 N.Y. 71, 74 [1896]; Grosch*  
25 *v. Kessler, 231 AD 870, 870 [2d Dept 1930] ). Neither can recording a forged deed*  
26 *transform it into a document with legal authority to establish a valid property interest, for*  
27 *it “does not change the legal rights of anyone” (Marden, 160 N.Y. at 56). “The fact that a*  
28

1 *false and fabricated writing of this character is deposited in a public office for record,*  
2 *and is actually recorded, can add nothing to its legal efficacy. The recording statute*  
3 *applies to “genuine instruments and not to forged ones” ( citing Albany County Sav.*  
4 *Bank, 149 N.Y. at 74).*

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

10 *As this Court held in Marden, a forged deed is void, not merely voidable. That legal*  
11 *status cannot be changed, regardless of how long it may take for the forgery to be*  
12 *uncovered. As this Court made clear in Riverside Syndicate, Inc v. Munroe, a statute of*  
13 *limitations “does not make an agreement that was void at its inception valid by the mere*  
14 *passage of time” (10 NY3d 18, 24 [2008], citing Pacchiana v. Pacchiana, 94 A.D.2d 721*  
15 *[2d Dept 1983] ). Consequently, plaintiff may seek to vacate the deed and defendant's*  
16 *encumbrance upon the property. If, as plaintiff claims, the deed is a forgery, then it was*  
17 *never valid and Tonya lacks title to Gogins's half-interest in the property based on the*  
18 *“corrected” deed.*

19  
20  
21  
22 *Indeed, this is the prevailing approach in other jurisdictions (see e.g. Moore v. Smith–*  
23 *Snagg, 793 So.2d 1000, 1001 [Fla Dist Ct App 5th Dist 2001] [“(o)f course, there is no*  
24 *statute of limitations in respect to the challenge of a forged deed, which is void ab*  
25 *initio”]; see also Wright v. Blocker, 198 So 88, 90–91 [Fla 1940] ). The high court of*  
26 *West Virginia, for example, has observed that “there is no statute of limitations*  
27 *regarding void deeds” (MZRP, LLC v. Huntington Realty Corp., 2011 W Va LEXIS 240,*  
28 *2011 WL 12455342 [W Va 2011] [void tax deed] ), while the high court of Idaho held*



1 that "[b]ecause [a] lease agreement was void ab initio, it could be challenged at any  
2 time" (Thompson v. Ebbert, 160 P3d 754, 757 [Idaho 2007] [attempted lease void based  
3 on a lack of authority to lease only a portion of the property] ).

#### 4 IV. Conclusion

5  
6 DEFENDANT, LINDSEY LICARI has been through two years of pure hell all due  
7 to the lies, fraud, and forgery of PLAINTIFF, LINDA NAW AND THIRD PARTY  
8 DEFENDENTS, BOBBY ANTEE, MELISSA PARKER, JEFF MOORE, VATCHE  
9 SATJIDIAN, NATIONAL TITLE COMPANY, NIKKI SIKALIS BOTT, ONE REALTY  
10 GROUP, ERA BROKERS, AND VALLEY WEST MORTGAGE. Ms. LiCari and Mr.  
11 Antee's marriage failed due to this transaction alone, and the fraud committed to obtain  
12 the property. Prior to this transaction, Ms. Licari suffered the worst possible lost, and  
13 lost her only child to cancer after fighting with him for 3 years. For Ms. Licari to have to  
14 go through that kind of unimaginable pain, and then be immediately thrown into a  
15 marriage of fraud, and put through 3 years of litigation, where PLAINTIFF, LINDA NAW  
16 AND THIRD PARTY DEFENDANT, BOBBY ANTEE slandered her work, her son, and  
17 her character all to conceal their own crimes. Ms. Licari has had to work nights, and  
18 days to come up with the money to keep up with the Marital home that she never  
19 wanted. Ms. Licari has not had one moment of piece to even begin to deal with her  
20 grief, because she went from one nightmare to another. Ms. Licari has taken every step  
21 to follow all procedures and policies to hold all parties accountable for their actions, but  
22 has been failed by our legal system, while JENNINGS AND FULTON AND SHUMWAY  
23 VAN manipulated the legal process and robbed Ms. Licari of her Six Amendment Right  
24 to a fair trial. Ms. Licari will need years of therapy to become whole and be able to begin  
25 to trust those around her. For two years, Ms. Licari has lived in constant fear of how far  
26 these people will go to cover up what they have done. While dealing with the grief of her  
27  
28

1 loss, Ms. Licari also had to deal with the betrayal of her husband, THIRD PARTY  
2 DEFENDANT BOBBY ANTEE, who laughed at her as he watched PLAINTIFF LINDA  
3 NAW AND HER SLEEXY COUNSEL SHUMWAY VAN attack and slander his wifes work  
4 and the one thing that was keeping a little piece of Ms. LiCari's son alive. There were  
5 many times through the last two years in which Ms. Licari, felt so hopeless she no  
6 longer wanted to live. Ms. Licari has had to stop doing events for her foundation, as well  
7 as social media videos and fundraising due to the slander of Ms. Naw and Mr. Antee  
8 and the fact they stalked Ms. Licari and her Social Media to try to defame her and  
9 conceal their crimes. Ms. Licari has been taken away from her work multiple times to  
10 write Motion after Motion, loosing wages to spend time responding to vexatious  
11 complaints and Motions. Ms. Licari asks the court to finally put an end to all the lies and  
12 abuse Ms. Licari has suffered and issue a PARTIAL SUMMARY JUDGEMENT in the  
13 favor of Ms. Licari, grant her the Third Party Leave to asses proper damages and all  
14 involved parties, and to dismiss all requests for Sanctions and dismissals. They were all  
15 bold enough to commit the crime, so they should all be held accountable.  
16

## 17 **VI. Prayers for Relief**

- 18  
19 1. Order Quiet Title the Property 9564 Scorpion Track Ct Las Vegas, NV  
20 89178 and execute Title in Ms. Licari's name, due to their fraud and allow  
21 Ms. Licari to keep the property she was forced to maintain and live in for  
22 the last two years unnecessarily.
- 23  
24 2. Restitution in the amount of \$300,000 or in the amount the court sees fit  
25 be paid to Ms. Licari to make her whole.
- 26  
27 3. Damages in the amount of \$300,000 or in the amount the court sees fit to  
28 be paid to Ms. Licari to make her whole and allow Ms. Licari to seek the  
helps she needs to fully recover from the abuse suffered over two years.

1 4. PLAINTIFF, LINDA NAW AND THIRD PARTY DEFENDENTS, ERA  
2 BROKERS, JEFF MOORE, VALLEY WEST MORTGAGE, BOBBY  
3 ANTEE, ONE REALTY GROUP, MELISSA PARKER, DREW LEVY,  
4 VATCHE SATJIDIAN, NIKKI BOTT, NATIONAL TITLE reimburse Ms.  
5 Licari for all legal fees in association with case D-18-573154-D, A-18-  
6 786141-C, A-20-808737-C and all future legal fees that may arise from  
7 this fraud.

8 5. Criminally prosecute PLAINTIFF, LINDA NAW AND THIRD PARTY  
9 DEFENDENTS, BOBBY ANTEE, TRACY BOUCHARD, MELISSA  
10 PARKER, DREW LEVY, VATCHE SATJIDIAN, NIKKI BOTT, for Mortgage  
11 Fraud and Forgery.

12 6. Label PLAINTIFF, LINDA NAW AND BOBBY ANTEE as Vexatious  
13 litigants to protect others from these criminals victimizing anyone else.

14 7. Revoke the licenses of PLAINTIFF LINDA NAW and DEFENDANT IN  
15 CASE A-20-808737-C so they can never do this to another grieving  
16 mother again.

17 8. Order Liberty Mutual to pay out the Bond Ms. Licari is entitled to in the  
18 amount of \$10k

19 9. Any other restitution that the court sees fit.  
20

21  
22 DATED July 28, 2020

23  
24 *LINDSEY LICARI*

25 SIGNATURE  
26 LINDSEY LICARI  
27 9564 SCORPION TRACK CT  
28 LAS VEGAS, NV 89178

**CERTIFICATE OF SERVICE**

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an Defendant, Lindsey Licari in proper person, and that on the 28th day of July, 2020, I caused a true and correct copy of the foregoing

MOTION FOR RECONSIDERATION TO CONSOLIDATE CASES AND  
DEFENDANT’S OPPOSITION TO PLAINTIFF’S MOTION FOR SANCTIONS  
PURSUANT TO NRCP 11 AND

DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGEMENT AND  
SUPPLEMENTAL FOR OPPOSITION TO THIRD-PARTY LEAVE DISMISSAL AND  
SUPPLEMENTAL FOR JEFF MOORE & ERA BROKERS MOTION TO DISMISS  
PURSUANT TO NRCP 12(B)(3) AND 12 (B)(5)

to be served as follows:

  x   by depositing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, enclosed in a sealed envelope; or

       by facsimile transmission, pursuant to E.D.C.R. 7.26, as indicated below; or

  X   by electronic service, pursuant to N.E.F.C.R. 9 and Administrative Order 14-2, as indicated below:

MICHAEL C. VAN, ESQ.  
Nevada Bar No. 3876  
GARRETT CHASE ESQ.  
Nevada Bar No. 14498  
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