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7 **DISTRICT COURT – FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**

9 LINDSEY SHARRON ANTEE,

10 Plaintiff,

11 vs.

12 BOBBY DEE ANTEE,

13 Defendant.

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

14 **DEFENDANT’S OPPOSITION TO PLAINTIFF’S REQUEST AND**
15 **COUNTERMOTION FOR ATTORNEY’S FEES.**

16 **NOTICE:** YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS
17 MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE
18 UNDER-SIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10)
19 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A
20 WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10)
21 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE
22 REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT
23 HEARING PRIOR TO THE SCHEDULED HEARING DATE.

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SHUMWAY VAN

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COMES NOW, Defendant, BOBBY DEE ANTEE, by and through his attorneys of record, the law firm of SHUMWAY VAN, pursuant to the Nevada Revised Statutes, the Nevada Rules of Civil Procedure, and the Eighth Judicial District Court Rules, and hereby files his Opposition to Plaintiff's Request for Temporary Support and Countermotion for Attorney's Fees.

Defendant's Opposition to Plaintiff's Request and Countermotion for Attorney's Fees is brought in good faith and based upon the attached papers and pleadings on file herein, the attached Points and Authorities, the verification attached hereto, and such further evidence and/or argument that may be requested at the hearing of this matter.

DATED this 12 day of October, 2018.

Respectfully Submitted by:
SHUMWAY VAN

/s/Grayson J. Moulton, Esq.
MICHAEL C. VAN, ESQ.
Nevada Bar No. 3876
GRAYSON J. MOULTON, ESQ.
Nevada Bar No. 14587
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case is one that is fairly simple in some aspects. The parties were married in November, and less than seven (7) months later, one of the parties filed for divorce. There are few community assets beyond a home purchased in January 2018, and the community debts are believed to be minimal beyond the mortgage on the home. What complicates this case greatly, is that the Plaintiff, Lindsey Licari, aka Lindsey Antee (“Lindsey”), has made gross representations to the public, and to this Court about the nature of her relationship with the Defendant Bobby Antee (“Bobby”). Throughout her Request for Temporary Support, Lindsey flat out lies to the Court about her knowledge concerning the purchase of the home, her lack of work and/or income, and Bobby’s actions during their marriage. Despite the fact that she runs a charitable foundation that has received hundreds of thousands of dollars in the last year and a half, she claims she has not worked for “a couple years.” This claim is belied by her activity with the charity, and by her own social media posts. Plaintiff should not be allowed to use the death of her son, a death which has devastated Defendant as well, to make blatant misrepresentations to the Court. She should be awarded no temporary support, and should be required to pay Defendant’s attorney’s fees for bringing such a frivolous request backed by false statements of fact.

II. STATEMENT OF FACTS

Bobby and Lindsey first met in Las Vegas, Nevada in or around January 2000. At the time, Lindsey was a senior in high school and Bobby was a sophomore in college. Bobby saw Lindsey at a bowling alley and introduced himself. The parties began to date for a period of time until Lindsey left for College in or around August 2000. Though the parties separated, they remained in close contact in the years that followed.

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3 In or around December 2016, Lindsey was living in California and mentioned
4 on Facebook that she would be travelling to Las Vegas. Bobby saw her post and
5 mentioned that he would like to see her. The parties met up, continuing and renewing
6 their long friendship. In or around February 2017, Lindsey moved to Las Vegas and
7 brought her son, AYDEN BROWN (“Ayden”) who was two (2) years old. This was
8 when Bobby first met Ayden, and the pair connected. Bobby would go over to
9 Lindsey’s place and spend time with her and Ayden. In September of 2015, Ayden
10 had been diagnosed with cancer and Bobby did his best to support Lindsey and
11 Ayden during his treatments.

12 In May of 2015, Lindsey started a foundation for Ayden named Ayden’s
13 Army of Angels, Inc. (the “Foundation”).¹ Lindsey was, and continues to work as,
14 the president of this company, in addition to serving as its registered agent.² Upon
15 information and belief, the Foundation has received donations in excess of
16 \$300,000.00 since its inception, and boasts a large following on social media
17 websites such as Facebook and Instagram.³ In June 2017, Lindsey became engaged
18 to a man named “Brandon.” Bobby, a long-time friend of Lindsey, was happy for
19 her and supported her engagement. However, less than one month later, Lindsey
20 called of the engagement. Upon information and belief, the engagement ended in
21 part because Brandon wished to use his savings to purchase a home, and Lindsey
22 wanted him to use that money to fund Ayden’s cancer treatments. Additionally, upon
23 information and belief, Lindsey ended the engagement because the Foundation had
24 begun to bring in significant sums of money, and Lindsey no longer believed that
25 she needed to marry Brandon for financial support.

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27 ¹ Exhibit 1 – Ayden’s Army of Angels, Inc. Information with Secretary of State.

28 ² *Id.*

³ The Facebook page for “Ayden’s Army of Angels Childhood Cancer & Sickle Cell Foundation” currently has 17,866 followers. The Instagram page for “aydensarmyofangelsofficial” has 356,000 followers. The YouTube page for Lindsey LiCari currently has 10,310 subscribers.

1 During the entire course of their friendship, Bobby always considered himself
2 a good friend to Lindsey and someone who would answer the call for help whenever
3 it came. After Lindsey's engagement ended, Bobby began to spend more time with
4 her and Ayden until Lindsey moved to Phoenix. While there, Lindsey learned that
5 Ayden only had a few weeks to live, and she moved back to Las Vegas. During these
6 weeks, Bobby spent a great deal of time with Ayden, and the two became very close.
7 Sadly, Ayden passed away on November 3, 2017 with Bobby by his side. Shortly
8 after Ayden's death, Bobby moved in with Lindsey to provide support during this
9 time. The parties would discuss the future and the nature of their relationship. On
10 November 25, 2017, the parties were engaged in these discussions when she
11 expressed a desire to marry Bobby immediately. Bobby felt like it was the right
12 decision and the parties drove down to the Wedding Chapel of Las Vegas and were
13 married.

14 Shortly after the marriage, Lindsey expressed a desire to move from their
15 current location as the thoughts of her son weighed heavily on her. After a few weeks
16 of searching, the parties agreed that it made financial sense for them to purchase a
17 home. The parties met with a lender who told them that Lindsey's credit prevented
18 her from being on a loan and that Bobby would need to sell his car. Additionally, the
19 home the parties wished to purchase was listed for \$256,000.00 but Bobby would
20 only qualify for a \$200,000.00 loan. Bobby sold his car to try and ease some of his
21 debt, but was still left with about \$4,000.00 left on his car loan. Additionally, Bobby
22 had credit cards totaling \$3000.00 and student loans totaling \$8,375.00. Lindsey,
23 using money from the Foundation, gifted Bobby the money necessary to pay off his
24 debts, and an additional \$65,000.00 for a down-payment on their new home.⁴

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28 ⁴ Exhibit 2 – Multiple Gift Letters signed by Lindsey Licari.

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2 When the time came to close on the house, Lindsey told Bobby to take care
3 of it himself. However, the parties' real estate agent, Linda Naw told Lindsey that
4 she would also need to sign, since the parties were married.⁵ Lindsey acknowledged
5 this and agreed. The parties officially purchased their home, located at 9564
6 Scorpion Track Court, Las Vegas, NV 89178 (the "Home"), on or around January
7 15, 2018. Bobby paid for the mortgage and utilities from his personal bank account.

8 That weekend, after a dispute between the parties, Lindsey suggested that
9 Bobby move in with his mother and that Bobby should quitclaim the house over to
10 Lindsey's brother. However, this suggestion was not followed, and Bobby tried his
11 best to restore peace and calm to the relationship. On or around February 10, 2018,
12 the parties held a wedding reception to celebrate their marriage with friends and
13 family. After this party, the parties then went on a short honeymoon. Less than three
14 (3) weeks later, Lindsey first expressed her desire to divorce. Bobby was devastated,
15 as he had never been married or even engaged prior to this marriage, and he took his
16 vows to Lindsey very seriously. Bobby did what he could to soothe the relationship,
17 but it was clear Lindsey wanted nothing to do with him. Lindsey filed for divorce on
18 June 28, 2018, and Bobby moved out of the Home on July 1, 2018. Despite leading
19 Bobby to believe that neither party would utilizing the Home,⁶ Lindsey moved into
20 the Home and has been living there since that time, and recently moved her mother
21 into the home as well. During that time, Bobby has continued to pay the mortgage
22 associated with the Home.

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28 ⁵ Exhibit 3 – Text message between Lindsey Licari and Linda Naw.

⁶ Exhibit 4 – Text messages between Lindsey Licari and Bobby Antee, dated July 1, 2018.

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2 **III. LEGAL ARGUMENT**

3 **a. Lindsey is not entitled to any temporary support because she**
4 **works full-time for the Foundation, is employed by at least one**
5 **other organization, and likely earns more than Bobby.**

6 Under NRS 125.040(1), the Court in any suit for divorce may, in its discretion,
7 require either party to provide temporary support for the other party.⁷ In
8 *Engebretson*, the Court held that NRS 125.040 does not limit awards of temporary
9 support to those cases where the wife is destitute or practically so.⁸ It contemplates
10 such awards when the facts, circumstances, and situation of the parties are such that
11 fairness to the wife requires that she be given financial assistance for her support
12 during the pendency of the action.⁹ NRS 125.150(9) lays out several factors the
13 Court may consider relevant in determining whether to award spousal support and
14 the amount of such an award, including:

- 15 1. The financial condition of each spouse;
- 16 2. The nature and value of the respective property of each spouse;
- 17 3. The duration of the marriage;
- 18 4. The income, earning capacity, age and health of each spouse;
- 19 5. The standard of living during the marriage;
- 20 6. The career before the marriage of the spouse who would receive the
21 alimony.

22 In the present case, Lindsey should not qualify for any spousal support, either
23 during the duration of this action or after it. In her Request, Lindsey describes herself
24 as having no money and not having worked in over two years. In her Financial
25 Disclosure Form, Lindsey states that she hasn't worked since August 2016, and
26 describes her gross monthly income as \$0.00. Yet, she goes on to state that she
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28 ⁷ NRS §125.040(1)(a).

⁸ *Engebretson v. Engebretson*, 75 Nev.237, 240-241, 338 P.2d 75 (1959).

⁹ *Id.*

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2 receives at least \$3,500.00 per month from her business, presumably Ayden's Army.
3 This \$3,500.00 a month equals what she claims Bobby makes. Additionally, Bobby
4 has been paying for the mortgage since January, so Lindsey has been living rent free
5 for the better part of a year. What is more, despite claiming she doesn't work,
6 Lindsey has represented on social media that she has returned to working at Wardley
7 Property Management on September 1, weeks before she filed her Financial
8 Disclosure Form.¹⁰ Additionally, Lindsey used her foundation to charge Bobby's
9 credit card \$541.25 on July 20, 2018.¹¹

10 Additionally, Lindsey claims that Bobby has "defrauded" her out of a home
11 and a car. Both of these claims belie facts. The gift letters attached to this Opposition
12 as well as available testimony from Linda Naw, the parties' real estate agent, show
13 that Lindsey was very aware of the process the parties went through in order to
14 secure funding for the Home. Lindsey was aware that her terrible credit excluded
15 her from being a signatory on the note, and so she used money from her foundation
16 to help Bobby qualify for the necessary loan. She willingly, and with full knowledge
17 of her actions, signed gift letters wherein she promised that the money she was giving
18 Bobby was not expected to be repaid. As such, both parties have a community
19 property interest in the Home. As it is unlikely that Lindsey will be able to have the
20 Home refinanced in her name, the Home should be sold with the equity in the home
21 split between the parties.

22 Concerning Lindsey's claims about the car; Lindsey fails to alert the Court
23 that in January of this year, she had access to three (3) different cars. She had a 2011
24 Hyundai SUV, a 2012 Chevy Spark, and a white SUV that, upon information and
25 belief, was donated to her by the Regional Transportation Commission of Southern
26 Nevada. Bobby had been without a car between December and May, having sold his
27 old car to help purchase the home. In May, Lindsey, of her own free will and choice,

28 ¹⁰ Exhibit 5 – Post on Lindsey LiCari's Facebook page dated September 1, 2018.

¹¹ Exhibit 6 – Transaction Description from Bobby's Credit Card.

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sold her 2011 Hyundai SUV for an amount believed to be near \$11,000.00. Bobby, using his own funds and securing the loan under his name, purchased a 2013 Ford Explorer so he could have a car to drive. Lindsey still has the Chevy Spark and the white SUV at her disposal, and her claims that Bobby “stole” her car is ludicrous and patently false.

What is indelibly clear, is that Lindsey has significant financial assets at her disposal. Despite claiming not to have worked for over two years, she runs a foundation that brings her an estimated \$3,500.00 a month. Additionally, she has begun working at Wardley Property Management and, upon information and belief, as a delivery driver for Postmates. Lindsey’s misrepresentations to the Court about her financial situation, as well her apparent income that exceeds Bobby’s, makes it clear that she should not receive any sort of spousal support during, or after, the pendency of this action.

b. If she is granted exclusive possession of the marital residence, Lindsey should be required to pay the mortgage.

Pursuant to NRS 125.040(2), the Court may make any order affecting property of the parties, or either of them, which it may deem necessary.¹² Lindsey has been living in the home since July 1, 2018. Bobby has no issue with Lindsey claiming exclusive possession of the marital residence at this time as he moved out at the end of June. However, Bobby requests that Lindsey take over payment of the mortgage, since she is the one enjoying the benefits of the Home.

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¹² NRS 125.040(2).

1 **c. Lindsey should pay Bobby's attorney's fees pursuant to NRS**
2 **125C.250, *Sargeant*, and *Brunzell*.**

3 i. *Bobby is entitled to attorney's fees pursuant to Sargeant v.*
4 *Sargeant.*

5 In *Sargeant*,¹³ the Court held that the Parties should be able to meet on equal
6 footing in Court. Therefore, a disparity of incomes between parties is a factor to be
7 considered in an award of attorney's fees.

8 In the present case, while Bobby has regularly worked during the course of
9 the parties' truncated relationship and volatile marriage, his finances pale in the face
10 of the amount that Lindsey brings in through her foundation. Despite Lindsey's
11 claims to being destitute, her foundation received donations totaling hundreds of
12 thousands of dollars in the last year and a half. Additionally, Lindsey has misled the
13 court about her current work as she apparently works for Wardley Property
14 Management and upon information and belief, as a driver for Postmates. On the
15 other hand, Bobby has continued to pay for community expenses and now is required
16 to pay attorney fees as a result of Lindsey's actions. Because the parties are supposed
17 to be on equal footing in Court, Bobby should be awarded fees in the same amount
18 that Lindsey spent on her attorney's prior their withdrawal.

19 ii. *Bobby is entitled to attorney's fees under Brunzell.*

20 In *Barney v. Mt Rose Heating & Air Conditioning*, citing *Brunzell*, the Court
21 "enumerated factors that the District Court should consider in awarding attorneys'
22 fees, with no one factor controlling, as follows:

- 23 (1) the advocate's qualities, including ability, training, education,
24 experience, professional standing, and skill;
25 (2) the character of the work, including its difficulty, intricacy,
26 importance, as well as the time and skill required, the responsibility
27 imposed, and the prominence and character of the parties when
28 affecting the importance of the litigation;
 (3) the work performed, including the skill, time, and attention given to
 the work; and

¹³ *Sargeant v. Sargeant*, 88 Nev. 223, 495 P.2d. 618 (1972).

1 (4) the result—whether the attorney was successful and what benefits
2 were derived.”¹⁴

3 Bobby’s counsel clearly meets the factors outlined in *Brunzell*. First,
4 Defendant’s counsel is qualified and has considerable experience, ability, and
5 training in Family Law litigation. Defendant’s counsel is licensed as an attorney in
6 the State of Nevada since October 1989 and has been practicing family law for more
7 than thirty (30) years. In addition to being admitted to practice in this Court, he is
8 also admitted to the United States Federal District Courts for the Districts of Nevada
9 and Utah, the state Courts of Texas, Utah, Nevada, and Arizona, the Ninth Circuit
10 Court of Appeals, the Tenth Circuit Court of Appeals, the Nevada Supreme Court,
11 and the United States Supreme Court.

12 Second, this case will require more intricate work of a higher skill than the
13 average family law case. In this matter, an accounting of the community will likely
14 be necessary. In addition, one of the parties has been committing actions that appear
15 to be fraudulent while claiming financial abuse at the hands of the other. The exact
16 nature of community assets and debts will require intricate work.

17 Third, this litigation has become necessary because Plaintiff filed for divorce
18 and Bobby has no means to adequately defend this matter without Court
19 intervention. He is being slandered by Plaintiff to a significant social media
20 following and is regularly harassed because of Plaintiff’s actions. It is the
21 responsibility of Defendant’s counsel to assist him in this matter and to ensure that
22 his rights are preserved and litigated. Based on the foregoing, it is fair and
23 reasonable that Plaintiff be responsible for Bobby’s attorneys’ fees and costs. The
24 sum of said fees and costs will be determined pursuant to a Memorandum of Fees
25 and Costs filed at the end of this case pursuant to NRS 18.010 and *Brunzell*.

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28 ¹⁴ *Barney v. Mt. Rose Heating & Air*, 192 P.3d 730, 736 (Nev., 2008), citing *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969)

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IV. CONCLUSION

For the above-mentioned reasons, Defendant respectfully requests:

- 1. That the Court deny Plaintiff's request for temporary spousal support;
- 2. That the Court order Plaintiff to begin paying the mortgage on the Home;
- 3. An order granting Defendant attorney's fees and costs; and
- 4. For any further and necessary relief, the Court deems appropriate.

DATED this 12 day of October, 2018.

SHUMWAY VAN

/s/Grayson J. Moulton
MICHAEL C. VAN, ESQ.
Nevada Bar No. 3876
GRAYSON J. MOULTON, ESQ.
Nevada Bar No. 14587
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Attorneys for Defendant

VERIFICATION OF BOBBY DEE ANTEE

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2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

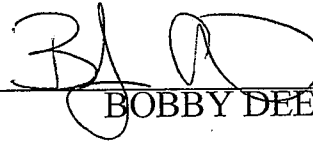
5 I, BOBBY DEE ANTEE, being first duly sworn under penalty of perjury,
6
7 hereby depose and say:

8 1. I am the Defendant in the above-entitled action;

9 2. I have read the foregoing DEFENDANT'S OPPOSITION TO
10 PLAINTIFF'S REQUEST AND COUNTERMOTION FOR ATTORNEY'S FEES
11 and know the contents thereof;

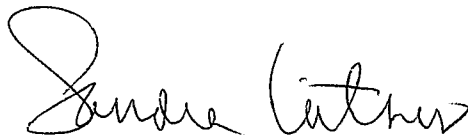
12 3. The same is true of my knowledge except as to those matters therein
13 stated upon information and belief and as to those matters, I believe them to be true.
14

15 DATED this 12th day of October 2018.

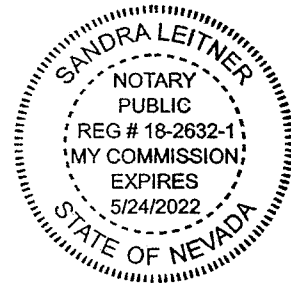
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BOBBY DEE ANTEE

20 SUBSCRIBED AND SWORN to before me
21 this 12 day of October 2018.

22 
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24 NOTARY PUBLIC in and for said
25 County and State

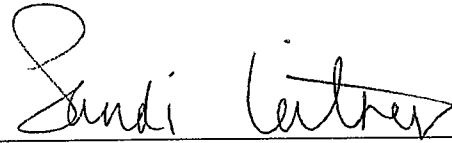


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CERTIFICATE OF MAILING

1
2 I HEREBY CERTIFY that on the 12 day of October 2018, I served a copy
3 of the foregoing **DEFENDANT'S OPPOSITION TO PLAINTIFF'S REQUEST**
4 **AND COUNTERMOTION FOR ATTORNEY'S FEES.** by electronically
5 serving this Answer to:
6

7
8 LINDSEY SHARRON ANTEE
9 9564 Scorpion Track Court
10 Las Vegas, NV 89178
11 (702) 577-6657

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13 

14 An employee of SHUMWAY VAN
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