

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

LINDSEY SHARRON ANTEE, A/K/A
LINDSEY LICARI,
Appellant,
vs.
BOBBY DEE ANTEE, A/K/A BOBBY
LEE ANTEE,
Respondent.

No. 81635-COA

FILED

MAR 28 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

LINDSEY SHARRON ANTEE, A/K/A
LINDSEY LICARI,
Appellant,
vs.
BOBBY LEE ANTEE,
Respondent.

No. 82166-COA

ORDER OF AFFIRMANCE

Lindsey Sharron Antee appeals from a decree of divorce and a district court order denying her post-judgment motions to set aside the divorce decree. Eighth Judicial District Court, Family Court Division, Clark County; Rena G. Hughes, Judge.¹

Lindsey and respondent Bobby Dee Antee were married in November 2017. Shortly after the parties married, they contacted a realtor, Linda Naw, to facilitate the purchase of a home. Due to their respective financial situations, Lindsey and Bobby decided that Bobby would apply for the mortgage on the home while Lindsey would supply the funds for the

¹We do not recount the facts except as necessary to our disposition.

down payment and closing costs on the home. Because Lindsey was not on the loan, the mortgage company required her to sign gift letters for the amounts she paid toward the home, which included \$65,000 for the down payment, \$3,000 for closing costs, and approximately \$4,060 to pay off a debt for Bobby's car.

During the purchasing process, the parties became frustrated with multiple requests from the lender and had serious disagreements amongst themselves over finances and personal disputes. On Monday January 15—the week the parties were scheduled to close on the home—Lindsey texted Linda Naw and Bobby in a group chat, stating that she would like to cancel the purchase of the home and asked Naw to send her copies of the closing documents to review. In that same message thread, Naw responded stating that she would draft a cancellation, and confirmed that she had emailed Lindsey the requested documents. Shortly thereafter, Bobby sent a message to the group indicating that he and Lindsey would cancel the transaction if they did not close on the home by Friday. Naw continued working toward closing the sale of the home but reminded the parties that they could still cancel the transaction prior to signing.

On January 17, the date of the closing appointment, Bobby arrived at the title company and began signing closing documents. Lindsey did not attend this appointment. At the appointment, Naw texted Lindsey and informed her that the title company required another copy of one of the gift letters she had previously executed. Around that time, Lindsey emailed Bobby a letter of agreement, the material terms of which stated that “[i]f divorce takes place, \$75,000 [would be] returned to Lindsey Antee and the remaining equity [would be] split 50/50.” Lindsey informed Bobby that she would take no further steps to provide payment for the home unless he

signed the agreement. Bobby signed the agreement and Lindsey sent confirmation of the gift letter to Naw.

After signing the closing documents, Bobby delivered wiring instructions for the down payment to Lindsey. Several hours later, Lindsey drove to the bank and followed the wiring instructions. Lindsey later testified that she then drove to the title company but was turned away by the escrow agent without signing anything. Due to a disagreement between the parties, Lindsey did not stay with Bobby that night, and testified that she was shocked to discover that the sale had been completed and that the down payment had been transferred out of her bank account, and immediately asked Bobby for a divorce.

Despite these rocky beginnings, the parties attempted to work on their marriage for several months. However, in June 2018, Lindsey filed a complaint for divorce after discovering that the deed to the property was titled in Bobby's name as his sole and separate property, and after discovering that Bobby paid off approximately \$8,374 in student loans through escrow. In her complaint for divorce, Lindsey requested 100 percent ownership of the home, alleging that Bobby had obtained his interest in the home through fraudulent means and that he had committed marital waste by using her funds to pay his student loans. Lindsey also requested reimbursement for expenses she paid during the marriage, including, among other things, the \$75,000 spent to purchase of the home.

At the same time, Lindsey also filed several complaints against Linda Naw with the Nevada Real Estate Division (NRED) and Greater Las Vegas Association of Realtors (GLVAR). During those proceedings, Lindsey allegedly learned for the first time that the title company had recorded a Grant, Bargain and Sale Deed (hereinafter GBS deed), that conveyed her

interest in the property to Bobby. The GBS deed was dated and signed on the same date that Lindsey wired the closing funds and visited the title office. Lindsey contends that she did not sign this GBS deed and alleges that this deed was forged by an employee of the title company—Nikki Sikalis Bott—the escrow agent who notarized the deed.

During the litigation, Lindsey retained counsel who eventually brought the case to trial. During the two-day bench trial in this matter, the court heard oral testimony from both parties and Linda Naw. Counsel for both parties stipulated to the admission of several exhibits, but they could not come to an agreement regarding Lindsey's proposed Exhibit 6, which contained a complaint for separate maintenance filed by Lindsey in a separate proceeding² and all 65 exhibits to that complaint, which totaled over 300 pages. The documents contained in Exhibit 6 included, among other things, text messages between Lindsey and her sister, various Facebook conversations between some of Lindsey's followers and Bobby regarding the divorce, police reports related to Linda Naw and Nikki Sikalis Bott, and administrative documents regarding Lindsey's complaints against Naw and Bott.

During trial, Lindsey's counsel successfully moved to admit some portions of Exhibit 6 during witness testimony, namely the text message exchanges between the parties and Naw, and Naw's response in the GLVAR investigation, but Bobby's counsel objected to the admission of the full 300 pages without further testimony or authentication. Ultimately, the district court judge refused to admit all 300 pages into evidence. Following trial, the district court issued its divorce decree, finding, among

²The parties dismissed the complaint for separate maintenance by stipulation.

other things, that the parties intended to purchase the home as community property, that Bobby was the only party to be on the loan, and that the lender required Lindsey to sign certain gift letters to ensure clear title to the home.

The court also found that Lindsey's testimony at trial regarding the forgery was not credible and concluded that Lindsey had authentically signed the GBS deed. Nonetheless, the district court concluded that Lindsey used her separate property to pay for the down payment of the home, and that the letter of agreement drafted by Lindsey and signed by Bobby demonstrated that the parties agreed that \$75,000 of those funds would be returned to Lindsey in the event of divorce, and that the parties intended to split the remaining equity in the home 50/50.

After the district court announced its decision, Lindsey's counsel withdrew from the case at Lindsey's request. Thereafter, Lindsey filed numerous pro se motions attempting to seek relief from the divorce decree. These motions alleged that numerous exhibits were improperly excluded from the trial binder, which allegedly demonstrated that the property was conveyed to Bobby through fraudulent means, that the deeds to the home were void, and that she was entitled to 100 percent interest in the home free of the mortgage. Among these filings, Lindsey filed a motion for stay of execution of the divorce decree, a motion for reconsideration, and a motion to set aside the divorce decree. Although these filings had different titles, they contained the exact same language and arguments, and had the same seventeen exhibits attached, totaling over 600 pages. Lindsey also disclosed, for the first time, a handwriting expert report obtained after the trial, wherein the expert opined that Lindsey's signature on the GBS deed had been forged.

After full briefing on these motions, the district court held a telephonic hearing in October 2020. In its subsequent order, the district court denied Lindsey's requests for relief, finding that they were without legal analysis and unsupported by proper legal authority. Lindsey now appeals from the divorce decree and the order denying her post-judgment motions for relief.³

We review a district court's factual findings for an abuse of discretion and will not set aside those findings unless they are clearly erroneous or not supported by substantial evidence. *Ogawa v. Ogawa*, 125 Nev. 660, 668, 221 P.3d 699, 704 (2009). Substantial evidence is evidence that a reasonable person may accept as adequate to sustain a judgment. *Ellis v. Carucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007). When determining whether the district court abused its discretion, we will not reweigh conflicting evidence or reassess witness credibility. *Id.* at 152, 161 P.3d at 244. Moreover, we will not disturb a district court's disposition of property on appeal without a showing of an abuse of discretion. *Wolff v. Wolff*, 112 Nev. 1355, 1359, 929 P.2d 916, 918-19 (1996). "This court's rationale for not substituting its own judgment for that of the district court, absent an abuse of discretion, is that the district court has a better opportunity to observe parties and evaluate the situation." *Id.* at 1359, 929 P.2d at 919 (citing *Winn v. Winn*, 86 Nev. 18, 20, 467 P.2d 601, 602 (1970)).

³Lindsey includes several requests for relief in her appeal, including seeking the appointment of pro bono counsel, the arrest of several parties, including Bobby's attorney, and the disbaring of all attorneys associated with this case. These requests have already been denied by this court, and the Nevada Supreme Court, at several points prior to this disposition. As Lindsey failed to demonstrate that this relief is warranted, we again deny these requests.

Having reviewed Lindsey's informal brief and the record on appeal, we conclude that the district court did not abuse its discretion when it divided the parties' community property and awarded \$75,000 to Lindsey as her separate property. *Wolff*, 112 Nev. at 1359, 929 P.2d at 918-19.

Lindsey first asserts on appeal that the family court judge was without jurisdiction to determine issues related to fraud and the alleged forgery of the GBS deed. However, the issue of whether the deed was forged is essential to the district court's division and disposition of the parties' singular asset—the marital residence. As family court judges have jurisdiction to hear all matters where family law issues are implicated, we conclude that this argument is without merit and that the district court judge had jurisdiction to determine whether Lindsey's signature on the GBS deed had been forged. *See Landreth v. Malik*, 127 Nev. 175, 184, 251 P.3d 163, 169 (2011) (stating that "because a district court judge is empowered with constitutional judicial power, his or her disposition, although outside the scope of the family court's jurisdiction, is authorized by the Constitution"); *see also Barelli v. Barelli*, 113 Nev. 873, 878, 944 P.2d 246, 249 (1997) (stating that the family court had jurisdiction to "resolve issues that fall outside [its] jurisdiction when necessary for the resolution of those claims over which jurisdiction is properly exercised").

Next, Lindsey argues that the district court erred when it excluded "clear and concise" evidence of fraud, seeming to reference documents contained within the 300 pages submitted to the district court as "Exhibit 6" at trial, and that the court failed to consider her handwriting expert's report. However, Lindsey fails to present cogent argument on appeal demonstrating how the district court purportedly abused its discretion by declining to admit these exhibits. *See Edwards v. Emperor's*

Garden Rest., 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (holding that the court need not consider claims that are not cogently argued). Moreover, although the record reflects that Lindsey attempted to bring these exhibits to the district court's attention in her post-judgment motions, Lindsey has failed to present argument related to the denial of those motions on appeal. See *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) ("Issues not raised in an appellant's opening brief are deemed waived.").

Nonetheless, we conclude that the district court's decision in this matter was supported by substantial evidence. The evidence submitted at trial in this case revealed that (1) the parties intended to purchase a home to be the marital residence, (2) Lindsey used her separate property to fund the purchase of the home, and (3) the parties had entered into an agreement for reimbursement of those funds and division of equity in the home in the event of divorce. Although Lindsey testified that she did not sign the GBS deed and believed it to be forged, the district court determined that this testimony was not credible due to evidence that Lindsey sent a text message indicating that she would sign the deed, and we will not reweigh the credibility of this evidence on appeal. *Ellis*, 123 Nev. at 152, 161 P.3d at 244. Accordingly, we affirm the district court's decree of divorce in this case, and because, as noted above, Lindsey made no arguments pertaining to the denial of her post-judgment motions for relief, we likewise affirm the district court's denial of those motions.

Finally, Lindsey asks this court to reverse the district court's award of attorney fees made in the underlying case. But Lindsey's request in this regard is improper. At the time Lindsey filed the instant appeals, it appears that the district court had not entered an order awarding attorney

fees and costs. To the extent that the district court subsequently entered an order awarding attorney fees and costs, that order is independently appealable as a special order after final judgment, and must be separately appealed from. *See* NRAP 3(c)(1)(B); NRAP 3A(b)(8); NRAP 4; *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). As a result, we decline to consider Lindsey's attorney fees related arguments.

It is so ORDERED.⁴


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

⁴Insofar as Lindsey raises additional arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of this appeal.

In light of this disposition, the stay granted in the supreme court's December 23, 2020, order regarding enforcement of the divorce decree and sale of the marital property is lifted in full.

cc: Chief Judge, Eighth Judicial District Court, Family Court Division
Eighth Judicial District Court, Family Court Division Department J
Lindsey Sharron Antee
Shumway Van
Eighth District Court Clerk