

NOAS
SPENCER M. JUDD, ESQ.
Nevada Bar No. 10095
325 South 3rd Street, #5
Las Vegas, Nevada 89101
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Attorneys for Defendants/Counterclaimants


CLERK OF THE COURT

Electronically Filed
Apr 10 2017 01:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT
CLARK COUNTY, NEVADA

ILAN GORODEZKI, an individual, Plaintiff, v. STUART SACKLEY, an individual; DOUGLAS DaSilva, an individual; SACKLEY FAMILY TRUST, STUART SACKLEY AS TRUSTEE, a trust; NATIONAL TITLE CO., a Nevada corporation and DOES 1 through 100, and ROES 1 through 100, inclusive, Defendants.	Case No.: A-12-663960-C Dept. No.: XXX
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Petitioner, STUART SACKLEY, DOUGLAS DaSILVA and the SACKELY FAMILY TRUST, in accordance with NRAP 3A, from the Order entered by the Honorable Kenneth C. Cory in this action on March 23, 2016.

DATED this 3rd day of April, 2017.

By: /s/ Spencer Judd
SPENCER M. JUDD, ESQ.
Nevada Bar No. 010095
325 S. Third St., #5
Las Vegas, NV 89101
(702) 606-4357
Attorney for Plaintiffs

1
2 **CERTIFICATE OF SERVICE**
3

4 I HEREBY CERTIFY that I on the 3rd day of April, 2017, I served a true and correct copy of
5 the NOTICE OF APPEAL by:

6 [X] Electronic Filing and Service pursuant to NEFR 9; and

7 [X] mailing by depositing with the U.S. Mail in Las Vegas, Nevada, enclosed in a sealed
8 envelope with first class postage prepaid, addressed as follows:
9

10 Becky A. Pintar, Esq.
11 Pintar & Albiston
12 6053 S. Fort Apache Rd., Suite 120
13 Las Vegas, NV 89148

14 /s/ Spencer M. Judd
15 SPENCER M. JUDD, ESQ.
16 Nevada Bar No. 10095
17 325 South 3rd Street, #5
18 Las Vegas, Nevada 89101
19 Telephone: (702) 606-4357
20 Attorneys for Defendants/Counterclaimants
21
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CASE SUMMARY
CASE SUMMARY
CASE NO. A-12-663960-C

Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

§
§
§
§
§

Location: **Department 1**
Judicial Officer: **Cory, Kenneth**
Filed on: **06/21/2012**
Case Number History:
Cross-Reference Case Number: **A663960**

CASE INFORMATION

Statistical Closures
06/30/2016 Judgment Reached (bench trial)

Case Type: **Intentional Misconduct**
Case Flags: **Appealed to Supreme Court**
Arbitration Exemption Granted

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-12-663960-C
Court	Department 1
Date Assigned	01/05/2015
Judicial Officer	Cory, Kenneth

PARTY INFORMATION

		<i>Lead Attorneys</i>
Plaintiff	Gorodezki, Ilan	Pintar, Becky <i>Retained</i> 702-685-5255(W)
Defendant	Da Silva, Douglas	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	National Title Co	Andrews, Tyler R. <i>Retained</i> 7027923773(W)
	Sackley Family Trust	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	Sackley, Stuart	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	Stuart Sackely as Trustee	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
Counter Claimant	Da Silva, Douglas	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	Sackley Family Trust	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	Sackley, Stuart Removed: 09/11/2013 Data Entry Error	Judd, Spencer M. <i>Retained</i> 702-606-4357(W)
	Stuart Sackely as Trustee	Judd, Spencer M. <i>Retained</i>












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702-606-4357(W)












**Counter
Defendant**

Gorodezki, Ilan

Pintar, Becky
Retained
702-685-5255(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
06/21/2012	 Complaint Filed By: Counter Defendant Gorodezki, Ilan <i>Complaint for: 1. Intentional Interference with Contractual Relations 2. Attorney Fees as Special Damages 3. Negligent Performance of an Undertaking</i>	
06/21/2012	Case Opened	
07/23/2012	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Gorodezki, Ilan <i>Initial Appearance Fee Disclosure</i>	
07/23/2012	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service (Stuart Sackley)</i>	
07/23/2012	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service (National Title Co.)</i>	
07/23/2012	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service (Douglas Da Silva)</i>	
08/31/2012	 Default Filed By: Counter Defendant Gorodezki, Ilan <i>9/19/12 Set Aside - Default of Douglas Da Silva</i>	
09/10/2012	 Motion To Dismiss - Alternative Motion For Summary Judgment Filed By: Defendant Sackley, Stuart <i>Motion to Dismiss Pursuant to NRCP (12)(b)(5), or in the Alternative, for Summary Judgment Pursuant to NRCP 56</i>	
09/11/2012	 Amended Certificate of Service Party: Defendant Sackley, Stuart <i>Amended Certificate of Mailing</i>	
09/19/2012	 Stipulation and Order Filed by: Defendant Sackley, Stuart <i>Stipulation and Order Setting Aside Default of Defendant Douglas DaSilva</i>	
09/19/2012	 Notice of Entry of Order Filed By: Defendant Sackley, Stuart <i>Notice of Entry of Stipulation and Order</i>	
10/01/2012	 Opposition to Motion to Dismiss Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Defendants' Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(5) or in the Alternative Motion for Summary Judgment Pursuant to NRCP 56</i>	



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10/15/2012	 Motion for Leave to File Party: Counter Defendant Gorodezki, Ilan <i>Motion for Leave to File First Amended Complaint on Order Shortening Time</i>
11/13/2012	 Reply in Support Filed By: Defendant Sackley, Stuart <i>Reply in Support of Defendants' Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12 (b)(5) or in the Alternative Motion for Summary Judgment Pursuant to NRCP 56</i>
11/16/2012	Motion to Dismiss (9:00 AM) (Judicial Officer: Wiese, Jerry A.) Events: 09/10/2012 Motion To Dismiss - Alternative Motion For Summary Judgment <i>Defendant's Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP (12)(b)(5), or in the Alternative, for Summary Judgment Pursuant to NRCP 56</i>
11/16/2012	Motion for Leave (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Plaintiff's Motion for Leave to File First Amended Complaint</i>
11/16/2012	 All Pending Motions (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Parties Present: Attorney Pintar, Becky Attorney Johnson, Dustin A.</i>
11/30/2012	 Order Granting Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Order Granting Motion to Amend</i>
11/30/2012	 Order Denying Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Order Denying Motion to Dismiss</i>
12/03/2012	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
12/03/2012	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
12/07/2012	 Amended Complaint Filed By: Counter Defendant Gorodezki, Ilan <i>Amended Complaint for: 1. Intentional Interference with Contractual Relations 2. Attorney Fees as Special Damages 3. Negligent Misrepresentation by Nondisclosure</i>
01/04/2013	 Notice of Change of Firm Name Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Change of Firm Name</i>
01/15/2013	 Three Day Notice of Intent to Default Filed by: Counter Defendant Gorodezki, Ilan <i>Three Day Notice of Intent to Take Default</i>
01/24/2013	 Answer to Amended Complaint Filed By: Defendant Sackley, Stuart <i>Defendants' Answer to Plaintiff's Amended Complaint</i>

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03/21/2013	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
04/11/2013	 Arbitration File <i>Arbitration File</i>
04/16/2013	 Joint Case Conference Report Filed By: Counter Defendant Gorodezki, Ilan <i>Joint Case Conference Report</i>
04/30/2013	 Scheduling Order Filed By: Counter Defendant Gorodezki, Ilan <i>Scheduling Order</i>
05/02/2013	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-Trial Conference and Calendar Call</i>
05/31/2013	 Motion for Leave to File Party: Defendant Sackley, Stuart <i>Motion for Leave to File Counterclaim By Defendants Stuart Sackley, Trustee of the Sackley Family Trust and Douglas DaSilva</i>
06/18/2013	 Opposition to Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Motion to Amend</i>
07/17/2013	 Reply in Support Filed By: Counter Defendant Gorodezki, Ilan <i>Reply in Support of Motion to Amend</i>
07/23/2013	 Motion for Leave (9:00 AM) (Judicial Officer: Wiese, Jerry A.) Events: 05/31/2013 Motion for Leave to File <i>Motion for Leave to File Counterclaim By Defendants Stuart Sackley, Trustee of the Sackley Family Trust and Douglas DaSilva</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Johnson, Dustin A.</i>
08/15/2013	 Motion to Withdraw As Counsel Filed By: Defendant Sackley, Stuart <i>Motion to Withdraw as Counsel of Record and Exparte Application for an Order Shortening Time</i>
08/15/2013	 Order Granting Motion Filed By: Defendant Sackley, Stuart <i>Order</i>
08/20/2013	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service</i>
08/21/2013	 Certificate of Mailing Filed By: Defendant Sackley, Stuart <i>Certificate of Mailing</i>

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08/22/2013	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Wiese, Jerry A.) Events: 08/15/2013 Motion to Withdraw As Counsel <i>Muckleroy Johnson's Motion to Withdraw as Counsel of Record and Exparte Application for an Order Shortening Time</i> <i>Parties Present: Attorney Johnson, Dustin A.</i>
08/26/2013	 Substitution of Attorney Filed by: Defendant Sackley, Stuart <i>Substitution of Attorney</i>
08/27/2013	 Certificate of Mailing Filed By: Defendant Sackley, Stuart <i>Certificate of Mailing</i>
08/27/2013	 Notice of Entry of Order Filed By: Defendant Sackley, Stuart <i>Notice of Entry of Order</i>
09/05/2013	 Order to Withdraw as Attorney of Record Filed by: Defendant Sackley, Stuart <i>Order Granting Defendants' Counsel's Motion to Withdraw</i>
09/11/2013	 Counterclaim Filed By: Counter Claimant Sackley Family Trust <i>Counterclaim</i>
09/19/2013	 Answer to Counterclaim Filed By: Counter Defendant Gorodezki, Ilan <i>Answer to Counterclaim</i>
09/20/2013	 Stipulation and Order to Amend Filed By: Counter Defendant Gorodezki, Ilan <i>Stipulation and Order to File Amended Complaint</i>
09/24/2013	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
10/01/2013	 Second Amended Complaint Filed By: Counter Defendant Gorodezki, Ilan <i>Second Amended Complaint</i>
10/01/2013	 Stipulation and Order Filed by: Counter Defendant Gorodezki, Ilan <i>Stipulation and Order to Extend Discovery Deadline Dates Pursuant to EDCR 2.35</i>
10/02/2013	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
10/03/2013	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil NonJury Trial, Pre-Trial Conference and Calendar Call</i>
11/06/2013	 Three Day Notice to Plead

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	Filed By: Counter Defendant Gorodezki, Ilan <i>Three Day Notice to Plead</i>
11/15/2013	 Answer and Counterclaim Filed By: Defendant Sackley, Stuart <i>Defendants' Answer to Plaintiff's Second Amended Complaint and Counterclaim</i>
11/26/2013	 Answer to Counterclaim Filed By: Counter Defendant Gorodezki, Ilan <i>Answer to Counterclaim</i>
03/03/2014	 Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Plaintiff's Motion to Strike Answer of Defendant National Title on Order Shortening Time</i>
03/05/2014	 Notice Filed By: Counter Defendant Gorodezki, Ilan <i>Notice to Vacate Hearing Set for March 6, 2014</i>
03/05/2014	 Receipt of Copy Filed by: Counter Defendant Gorodezki, Ilan <i>Receipt of Copy</i>
03/06/2014	CANCELED Motion to Strike (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i> <i>Plaintiff's Motion to Strike Answer of Defendant National Title on Order Shortening Time</i>
03/24/2014	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Bench Trial, Pre-Trial Conference and Calendar Call</i>
03/24/2014	 Pre Trial Conference (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i>
04/14/2014	CANCELED Calendar Call (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Judge</i>
04/21/2014	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Judge</i>
04/29/2014	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
04/29/2014	 Stipulation and Order Filed by: Counter Defendant Gorodezki, Ilan <i>Stipulation and Order to Re-Open/Extend Discovery Deadline Dates Pursuant to EDCR 2.35 Second Request</i>
05/14/2014	 Notice of Appearance Party: Defendant National Title Co <i>Notice of Appearance</i>
05/21/2014	 Motion to Compel Filed By: Counter Defendant Gorodezki, Ilan








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Motion to Compel Discovery Responses














05/21/2014	 Certificate of Service Filed by: Counter Defendant Gorodezki, Ilan <i>Certificate of Service</i>
06/02/2014	 Ex Parte Application Party: Counter Defendant Gorodezki, Ilan <i>Ex Parte Application for Order Shortening Time on Motion to Compel Discovery Responses and Supplement to Motion to Compel Inspection</i>
06/23/2014	 Opposition to Motion to Compel Filed By: Defendant Sackley, Stuart <i>Opposition to Motion to Compel Discovery Responses</i>
06/24/2014	 Motion for Summary Judgment Filed By: Defendant Sackley, Stuart <i>Motion for Summary Judgment</i>
06/25/2014	Motion to Compel (9:00 AM) (Judicial Officer: Bulla, Bonnie) Events: 05/21/2014 Motion to Compel <i>Pltf's Motion to Compel Discovery Responses</i>
06/25/2014	Opposition and Countermotion (9:00 AM) (Judicial Officer: Bulla, Bonnie) 06/25/2014, 08/01/2014 <i>Defts' Counter Motion to Stay Further Discovery</i>
06/25/2014	 All Pending Motions (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Pltf's Motion to Compel Discovery Responses Defts' Opposition to Motion to Compel / Counter Motion to Stay Further Discovery</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i>
07/23/2014	 Opposition to Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Motion for Summary Judgment</i>
07/28/2014	 Reply in Support Filed By: Counter Defendant Gorodezki, Ilan <i>Reply in Support of Motion for Summary Judgment</i>
07/29/2014	 Motion for Summary Judgment (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Defendants Stuart Sackely as Trustee, Sackley Family Trust, Douglas Da Silva, and Stuart Sackley's Motion for Summary Judgment</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Andrews, Tyler R.</i> <i>Attorney Judd, Spencer M.</i>
07/31/2014	 Motion for Protective Order Filed By: Defendant Sackley, Stuart <i>Defendants' Motion for a Protective Order Regarding Plaintiff's Request for Inspection of Land Pursuant to NRCP 34(a)</i>
08/01/2014	Status Check: Compliance (10:00 AM) (Judicial Officer: Bulla, Bonnie)
08/01/2014	 All Pending Motions (10:00 AM) (Judicial Officer: Bulla, Bonnie)

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Defts' Counter Motion to Stay Further Discovery Status Check: Compliance
Parties Present: Attorney Judd, Spencer M.
Attorney Albiston, Bryan











08/11/2014	 Order Denying Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Order Denying Motion for Summary Judgment</i>
08/12/2014	 Notice of Entry of Order Filed By: Counter Defendant Gorodezki, Ilan <i>Notice of Entry of Order</i>
08/28/2014	 Opposition to Motion For Protective Order Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Defendants' Motion for a Protective Order Regarding Plaintiff's Request for Inspection of Land Pursuant to NRCP 34(A)</i>
08/29/2014	Status Check: Status of Case (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Status Check: Status of case / Trial date / Additional Discovery</i>
08/29/2014	Status Check: Compliance (9:00 AM) (Judicial Officer: Bulla, Bonnie)
08/29/2014	 All Pending Motions (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Status Check: Status of case / Trial date / Additional discovery Status Check: Compliance</i> <i>Parties Present: Attorney Judd, Spencer M.</i> <i>Attorney Albiston, Bryan</i>
09/03/2014	 Motion for Protective Order (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defts' Motion for a Protective Order Re: Pltf's Request for Inspection of Land Pursuant to NRCP 34(a)</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i>
09/10/2014	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service - Tod Las Vegas LLC</i>
09/15/2014	CANCELED Pre Trial Conference (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Commissioner</i>
09/26/2014	 Order Setting Civil Non-Jury Trial <i>Second Amended Order Setting Civil Bench Trial, Pre-Trial Conference and Calendar Call</i>
10/03/2014	CANCELED Status Check: Compliance (11:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
10/06/2014	CANCELED Calendar Call (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Commissioner</i>
10/10/2014	CANCELED Status Check: Compliance (11:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
10/13/2014	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Commissioner</i>
10/14/2014	

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	 Motion for Order to Show Cause Filed By: Counter Defendant Gorodezki, Ilan <i>Motion for Order to Show Cause for Contempt and Sanctions</i>
10/16/2014	 Certificate of Service Filed by: Counter Defendant Gorodezki, Ilan <i>Certificate of Service</i>
10/21/2014	 Order Setting Settlement Conference <i>Order Setting Settlement Conference</i>
10/23/2014	 Discovery Commissioners Report and Recommendations Filed By: Counter Defendant Gorodezki, Ilan <i>Discovery Commissioner's Report and Recommendations</i>
10/23/2014	 Discovery Commissioners Report and Recommendations Filed By: Counter Defendant Gorodezki, Ilan <i>Discovery Commissioner's Report and Recommendations</i>
10/23/2014	 Discovery Commissioners Report and Recommendations Filed By: Counter Defendant Gorodezki, Ilan <i>Discovery Commissioner's Report and Recommendations</i>
10/29/2014	 Settlement Conference (10:30 AM) (Judicial Officer: Silver, Abbi)
11/10/2014	 Opposition to Motion Filed By: Defendant Sackley, Stuart <i>Defendant Opposition to Motion to Show Cause for Contempt and Sanctions</i>
11/13/2014	 Reply to Opposition Filed by: Counter Defendant Gorodezki, Ilan <i>Reply to Opposition to Motion for Order to Show Cause</i>
11/20/2014	 Motion for Order to Show Cause (9:00 AM) (Judicial Officer: Wiese, Jerry A.) 11/20/2014, 12/09/2014 <i>Plaintiff's Motion for Order to Show Cause for Contempt and Sanctions</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i> <i>Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i>
01/05/2015	Case Reassigned to Department 1 <i>District Court Case Reassignment 2015</i>
02/09/2015	 Minute Order (1:00 PM) (Judicial Officer: Cory, Kenneth)
02/25/2015	 Motion for Summary Judgment Filed By: Defendant Sackley, Stuart <i>Renewed Motion for Summary Judgment</i>
02/26/2015	CANCELED Calendar Call (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated</i>
02/26/2015	 Pre Trial Conference (9:00 AM) (Judicial Officer: Cory, Kenneth)


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Parties Present: Attorney Pintar, Becky
Attorney Judd, Spencer M.
Attorney BURNS, JOHN


03/02/2015	 Motion for Summary Judgment Filed By: Defendant National Title Co <i>Motion for Judgment on the Pleadings or in the Alternative for Summary Judgment on Order Shortening Time</i>
03/05/2015	 Opposition to Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Renewed Motion for Summary Judgment</i>
03/09/2015	 Opposition to Motion Filed By: Counter Defendant Gorodezki, Ilan <i>Opposition to Motion for Judgment on the Pleadings or in the Alternative Opposition for Summary Judgment</i>
03/09/2015	 Pre-trial Memorandum Filed by: Counter Defendant Gorodezki, Ilan <i>Joint Pre-Trial Memorandum</i>
03/09/2015	 Reply to Opposition Filed by: Defendant Sackley, Stuart <i>Reply to Plaintiff's Opposition to Defendants' Renewed Motion for Summary Judgment</i>
03/11/2015	 Motion for Summary Judgment (9:00 AM) (Judicial Officer: Cory, Kenneth) 03/11/2015, 03/13/2015 <i>Defendant's Renewed Motion for Summary Judgment</i>
03/11/2015	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendant's Motion for Judgment on the Pleadings or in the Alternative for Summary Judgment on Order Shortening Time</i>
03/11/2015	 All Pending Motions (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Defendant's Renewed Motion for Summary Judgment...Defendant's Motion for Judgment on the Pleadings or in the Alternative for Summary Judgment on Order Shortening Time</i> <i>Parties Present: Attorney Pintar, Becky</i> <i>Attorney Judd, Spencer M.</i> <i>Attorney Ferrario, Mark E., ESQ</i> <i>Attorney BURNS, JOHN</i>
03/12/2015	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service - Mary Knowles</i>
03/12/2015	 Affidavit of Service Filed By: Counter Defendant Gorodezki, Ilan <i>Affidavit of Service - Eugene Mendiola</i>
03/16/2015	CANCELED Bench Trial (10:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated</i>
03/16/2015	 Bench Trial (10:00 AM) (Judicial Officer: Cory, Kenneth) 03/16/2015-03/20/2015 <i>Parties Present: Attorney Pintar, Becky</i>


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Attorney	Judd, Spencer M.
Attorney	Muckleroy, Martin
Defendant	Sackley, Stuart
Plaintiff	Gorodezki, Ilan
Counter Defendant	Gorodezki, Ilan
Defendant	Da Silva, Douglas
Counter Claimant	Da Silva, Douglas
Attorney	Pintar, Becky
Attorney	Judd, Spencer M.
Attorney	Muckleroy, Martin
Defendant	Sackley, Stuart
Plaintiff	Gorodezki, Ilan
Counter Defendant	Gorodezki, Ilan
Defendant	Da Silva, Douglas
Counter Claimant	Da Silva, Douglas
Attorney	Pintar, Becky
Attorney	Judd, Spencer M.
Attorney	Muckleroy, Martin
Defendant	Sackley, Stuart
Plaintiff	Gorodezki, Ilan
Counter Defendant	Gorodezki, Ilan
Defendant	Da Silva, Douglas
Counter Claimant	Da Silva, Douglas
Attorney	Pintar, Becky
Attorney	Judd, Spencer M.
Attorney	Muckleroy, Martin
Defendant	Sackley, Stuart
Plaintiff	Gorodezki, Ilan
Counter Defendant	Gorodezki, Ilan
Defendant	Da Silva, Douglas
Counter Claimant	Da Silva, Douglas
Attorney	Pintar, Becky
Attorney	Judd, Spencer M.
Attorney	Muckleroy, Martin
Defendant	Sackley, Stuart
Plaintiff	Gorodezki, Ilan
Counter Defendant	Gorodezki, Ilan
Defendant	Da Silva, Douglas
Counter Claimant	Da Silva, Douglas

03/17/2015  Affidavit
 Filed By: Counter Defendant Gorodezki, Ilan
Affidavit of Attempts















03/19/2015  Trial Memorandum
 Filed by: Counter Defendant Gorodezki, Ilan
Trial Memorandum: Litigation Privilege

03/19/2015  Trial Memorandum
 Filed by: Counter Defendant Gorodezki, Ilan
Trial Memorandum: Statute of Frauds

03/20/2015  Memorandum
 Filed By: Counter Defendant Gorodezki, Ilan
Trial Memorandum - Intentional Torts

04/10/2015  Brief
 Filed By: Counter Defendant Gorodezki, Ilan
Post Trial Brief: Case Authority on Intentional Torts

CASE SUMMARY
CASE SUMMARY
CASE NO. A-12-663960-C

04/10/2015	 Opposition Filed By: Defendant Sackley, Stuart <i>Defendants' Opposition to Plaintiff's Trial Memorandum Statute of Frauds</i>
04/10/2015	 Brief Filed By: Defendant Sackley, Stuart <i>Defendants' Post Trial Brief</i>
04/10/2015	 Response Filed by: Defendant Sackley, Stuart <i>Response to Plaintiff's Trial Memoranda: Intentional Torts and Litigation Privilege</i>
05/26/2015	 Decision (8:30 AM) (Judicial Officer: Cory, Kenneth)
07/15/2015	 Objection Filed By: Counter Defendant Gorodezki, Ilan <i>Plaintiff's Objection to Court's Directive to Prepare Findings of Fact and Conclusions of Law</i>
03/23/2016	 Minute Order (4:00 PM) (Judicial Officer: Cory, Kenneth)
03/28/2016	 Findings of Fact, Conclusions of Law and Order <i>Findings of Fact, Conclusions of Law and Order</i>
03/28/2016	Order (Judicial Officer: Cory, Kenneth) Debtors: Ilan Gorodezki (Plaintiff) Creditors: Stuart Sackley (Defendant), Douglas Da Silva (Defendant), Sackley Family Trust (Defendant), Stuart Sackley as Trustee (Defendant), National Title Co (Defendant) Judgment: 03/28/2016, Docketed: 04/05/2016 Comment: Certain Claims Debtors: Douglas Da Silva (Counter Claimant), Sackley Family Trust (Counter Claimant), Stuart Sackley as Trustee (Counter Claimant) Creditors: Ilan Gorodezki (Counter Defendant) Judgment: 03/28/2016, Docketed: 04/05/2016
05/27/2016	 Transcript of Proceedings <i>Transcript of Proceedings Bench Trial - Day 1 03-16-15</i>
05/27/2016	 Transcript of Proceedings <i>Transcript of Proceedings Bench Trial - Day 2 03-17-15</i>
05/27/2016	 Transcript of Proceedings <i>Transcript of Proceedings Bench Trial - Day 4 03-19-15</i>
05/27/2016	 Transcript of Proceedings <i>Transcript of Proceedings Bench Trial - Day 3 3-18-15</i>
05/27/2016	 Transcript of Proceedings <i>Transcript of Proceedings Bench Trial - Day 5 3-20-15</i>
06/30/2016	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
03/15/2017	 Notice of Entry of Order

CASE SUMMARY
CASE SUMMARY
CASE NO. A-12-663960-C

Filed By: Defendant Sackley, Stuart
Notice of Entry of Order

04/03/2017



Notice of Appeal

Filed By: Defendant Sackley, Stuart
Notice of Appeal

CIVIL COVER SHEET

A-12-663960-C

Clark County, Nevada

XXX

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone) ILAN GORODEZKI, an individual

Attorney (name/address/phone) (702)685-5255

Becky A. Pintar, Esq NSB #7867

LAW OFFICE OF BECKY A. PINTAR

6053 S. Fort Apache, #120

Las Vegas, Nevada 89148

Defendant(s) (name/address/phone): STUART SACKLEY, an individual; DOUGLAS DA SILVA, an individual; SACKLEY FAMILY TRUST, STUART SACKLEY AS TRUSTEE, a trust; NATIONAL TITLE CO., a Nevada corporation; and DOES I through 100, and ROES 1 through 100, inclusive.

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases****Real Property**

- ☐ **Landlord and Tenant**
- ☐ Unlawful Detainer
- ☐ **Title to Property**
- ☐ Foreclosure
- ☐ Liens
- ☐ Quiet Title
- ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
- ☐ Partition
- ☐ Planning/Zoning

Negligence:

- ☐ **Negligence - Auto**
- ☐ **Negligence - Medical/Dental**
- ☐ **Negligence - Premises Liability**
(Slip/Fall)
- ☐ **Negligence - Other**

Torts

- ☐ **Product Liability**
- ☐ Product Liability/Motor Vehicle
- ☐ Other Torts/Product Liability
- ☒ **Intentional Misconduct**
- ☐ Torts/Defamation (Libel/Slander)
- ☒ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful Termination)
- ☐ **Other Torts**
- ☐ Anti-Trust
- ☐ Fraud/Misrepresentation
- ☐ Insurance
- ☐ Legal Tort
- ☐ Unfair Competition

Probate**Estimated Estate Value:**

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
- ☐ Individual Trustee
- ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
- ☐ Chapter 40
- ☐ General
- ☐ **Breach of Contract**
- ☐ Building & Construction
- ☐ Insurance Carrier
- ☐ Commercial Instrument
- ☐ Other Contracts/Acct/Judgment
- ☐ Collection of Actions
- ☐ Employment Contract
- ☐ Guarantee
- ☐ Sale Contract
- ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
- ☐ Foreclosure Mediation
- ☐ Other Administrative Law
- ☐ Department of Motor Vehicles
- ☐ Employer's Insurance of Nevada

☐ **Appeal from Lower Court** (also check applicable civil case box)

- ☐ Transfer from Justice Court
- ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
- ☐ Other Special Processing
- ☐ **Other Civil Filing**
- ☐ Compromise of Minor's Claim
- ☐ Conversion of Property
- ☐ Damage to Property
- ☐ Employment Security
- ☐ Enforcement of Judgment
- ☐ Foreign Judgment - Civil
- ☐ Other Personal Property
- ☐ Recovery of Property
- ☐ Stockholder Suit
- ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)

- ☐ Investments (NRS 104B)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)

- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

Date

6/21/12

Becky A. Pintar

Becky A. Pintar, Esq NSB #7867
 LAW OFFICE OF BECKY A. PINTAR
 6053 S. Fort Apache Road, #120
 Las Vegas, Nevada 89148
 (702) 685-5255
 Attorney for Plaintiff ILAN GORODEZKI

1 FFCL

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

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4 ILAN GORODEZKI, an individual,

5 Plaintiff,

6 v.

7 STUART SACKLEY, an individual;
8 DOUGLAS DaSilva, an individual;
9 SACKLEY FAMILY TRUST, STUART
10 SACKLEY AS TRUSTEE, a trust;
11 NATIONAL TITLE CO., a Nevada
12 corporation and DOES 1 through 100,
and ROES 1 through 100, inclusive,

Defendants.

)
) *Alvin J. Quinn* A-12-663960-C
) Case No. A-12-658557-C
) CLERK OF THE COURT
) Dept No. I

13 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

14 **WHEREAS**, this matter having been heard by this Court in a trial conducted March 16,
15 2015 through March 20, 2015; and Plaintiff being present and represented by his counsel, Becky A.
16 Pintar, Esq.; and Defendants, Stuart Sackley, Douglas DaSilva, and the Sackley Family Trust, Stuart
17 Sackley as Trustee being present and represented by their counsel, Spencer M. Judd, Esq. and
18 Martin Muckleroy, Esq.; and the Court being fully advised in the premises, both as to the subject
19 matter as well as the parties thereto, and good cause appearing therefore; and

20 **WHEREAS**, the Court having heard the evidence presented at the trial of this matter and
21 having considered the pleadings and exhibits presented, and after due consideration of the record,
evidence, and law, and being fully advised in the premises, makes its FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER in the matter as follows:

22 **I. FINDINGS OF FACTS**

23 Tod Las Vegas, LLC, the successor in interest to the Sackley Family Trust
24 (hereinafter, the "Trust") is the owner of the property commonly known as the Tod Motor
25 Motel, located at 1508 Las Vegas Boulevard South (hereinafter, the "Subject Property").
26 The Trust acquired the Subject Property through the purchase from different owners of

CLERK OF THE COURT

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1 FFCL

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ILAN GORODEZKI, an individual,)
5)

6 Plaintiff,)

7 v.)

8 STUART SACKLEY, an individual;)
9 DOUGLAS DaSilva, an individual;)
10 SACKLEY FAMILY TRUST, STUART)
11 SACKLEY AS TRUSTEE, a trust;)
12 NATIONAL TITLE CO., a Nevada)
corporation and DOES 1 through 100,)
and ROES 1 through 100, inclusive,)

Defendants.)

Case No.

A-12-663960-C
~~A-12-658557-C~~

Dept No.

I

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17 Sackley as Trustee being present and represented by their counsel, Spencer M. Judd, Esq. and
18 Martin Muckleroy, Esq.; and the Court being fully advised in the premises, both as to the subject
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25 Tod Las Vegas, LLC, the successor in interest to the Sackley Family Trust
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1 various fractional interests, and at different times.

2 Real property commonly known as The Tod Motor Motel (hereinafter the "Tod" or
3 the "Property") is located in the City of Las Vegas, Nevada and is comprised of the
4 following Assessor Parcel Numbers: 162-03-210-053, 162-03-210-054, 162-03-210-055,
5 162-03-210-056 and 162-03-210-063.

6 Prior to the events that gave rise to the instant Complaint and Counterclaim, the Tod
7 had been owned by various parties and was subject to one or more Trust Deeds. Clayton
8 Mortgage, a mortgage broker on behalf of a group of investors holding ownership interests
9 in a Trust Deed foreclosed on the Subject Property and transferred ownership to those
10 fractional interest owners. Some of the owners agreed to create a limited liability company
11 ("LLC") to hold their ownership interests of the Subject Property together with others
12 similarly situated through their joint ownership of that LLC, LV BLVD Casino FF 370, LLC
13 (hereinafter "LV BLVD"). Other fractional owners declined to transfer their interests in the
14 Real Property to LV BLVD and instead held their fractional interests in their own proper
15 names as tenants in common.

16 On or about March 24, 2011, Plaintiff Ilan Gorodezki (hereinafter, "Gorodezki" or
17 "Plaintiff") executed a Purchase and Sale Agreement with LV BLVD, a fractional owner of
18 the Subject Property (hereinafter "Purchase Agreement"). The Purchase Agreement offered
19 by Plaintiff, contained the following language in paragraph 1.1 of Section 1: "The
20 Agreement is not binding until final execution by Buyer and Seller. The Date of the
21 Agreement shall be that date the final signer signs the Agreement."

22 Plaintiff, during the bench trial, produced the Agreement with the signature of the
23 managing member of LV BLVD that purported to sell 100% of the property to Gorodezki. It
24 was not signed by the other tenants in common, including blank signature lines for Frank V.
25 Denaro, Nicholas J. Denaro, Melina Colucci, Carmine Colucci, Gerald Lizzo, and Denise
26 Lizzo.

27 On or about March 24, 2011, Gorodezki and LV BLVD executed the First
28 Amendment to Purchase and Sale Agreement. Again, the First Amendment was only

1 executed by Gorodezki and LV BLVD, through Laura Lychock, a managing member.

2 On or about April 28, 2011, Gorodezki and LV BLVD executed the Second
3 Amendment to Purchase and Sale Agreement. Yet again, the Second Amendment was only
4 executed by Gorodezki and LV BLVD.

5 On or about June 29, 2011, LV BLVD executed the Third Amendment to Purchase
6 and Sale Agreement. The Third Amendment was not signed by Gorodezki or any tenant in
7 common. Three tenants in common, who were not a part of the LV BLVD, realizing that
8 the purchase agreement with LV BLVD would not be finalized, through Arthur Petrie, a
9 licensed Nevada realtor, contacted Defendant DaSilva to inquire as to whether he would be
10 interested in purchasing their tenant in common interests in the Subject Property. The realtor
11 represented those three tenants in common and negotiated a deal between them and DaSilva,
12 the outcome of which was that DaSilva purchased their three tenants in common interests on
13 or about July 1, 2011.

14 Shortly after the Defendants acquired the tenant in common interest, DaSilva, on
15 behalf of the Trust, made an offer to purchase the remaining ownership interests in the
16 Subject Property from LV BLVD. LV BLVD refused to consider the offer, but did state that
17 it would consider DaSilva's offer as a backup offer. During the trial, Lychock testified that
18 LV BLVD never intended to do business with DaSilva and that it was prepared to move
19 forward with Gorodezki.

20 On July 11, 2011, Defendant, Sackley Family Trust, filed suit against LV BLVD in
21 the Eighth Judicial District Court, Case # A-11-644772-C. In its Complaint, the Trust
22 alleged that LV BLVD had refused to consider more viable offers to purchase the property
23 and instead attempted to coerce members of the LLC to approve the Gorodezki "offer" and
24 petitioned the Court to appoint a receiver. The Trust also recorded a lis pendens in that
25 proceeding.

26 Gorodezki filed with the Court on August 15, 2011 a supplement to a Counterclaim
27 and Motion it had filed on August 8, 2011. It attached to that August 15, 2011 filing a
28 Fourth Amendment to Purchase and Sale Agreement which was signed on August 15, 2011

1 representing its effective date as July 7, 2011; however, it references the July 11 lawsuit filed
2 by the Trust, and the lis pendens recorded by the trust on July 13, 2011. Further, it limits
3 the amount to be purchased to ONLY that amount owned by LV BLVD, and did not purport
4 to be an offer for that tenant in common portion then owned by the Trust.

5 The Fourth Amendment to Purchase and Sale Agreement was drafted after the date
6 that it was purportedly executed. On the bottom of page 4 of said amendment, it is identified
7 that the amendment was drafted on 8-15-11, but Paragraph 1 of Page 1 has the following
8 language – “entered into effective as of July 7, 2011.”

9 Additionally, Paragraph 4 of Page 2, under the heading Disclosure of Lis Pendens, the
10 following language appears – “Seller has disclosed that one of the Non-Selling TIC Owners
11 has recorded a Notice of Lis Pendens.” Paragraph 8, on Page 3 of the Amendment, under the
12 heading “Title Review Period” gave a deadline to “notify Seller in writing of any defects” of
13 August 5, 2011. The Notice of Lis Pendens was filed in that case over a month before the
14 amendment was drafted.

15 LV BLVD entered into a Settlement Agreement with the Trust and agreed to sell the
16 Tod to the Trust as part of the settlement. The purchase price agreed upon was
17 \$1,400,000.00. Gorodezki did not join in the settlement. Rather, on or about October 14,
18 2011, Gorodezki filed a separate lawsuit in the Eighth Judicial District Court, Case # A-11-
19 649986-C, wherein he sued for, among other things, “Specific Performance.” A lis pendens
20 was recorded by Gorodezki in conjunction with that case. The Court consolidated cases
21 A644772 and A649986.

22 The Court eventually appointed a receiver to “conserve, preserve, protect, and
23 administer the real property” which consisted of the Tod Motel.

24 LV BLVD filed for Chapter 11 bankruptcy protection (Nevada Bankruptcy Court
25 case number 12-14838-bam) – due in part to the competing claims of the Trust and
26 Gorodezki. As a part of the bankruptcy, LV BLVD obtained an Order granting authority to
27 sell the Property, including its interest and the interest of Defendants. A “Stalking Horse
28 Bid” by Gorodezki was approved by the Bankruptcy Court to begin bidding at

1 \$1,700,000.00. Sackley, who had a first right of refusal due to his tenant in common
2 ownership interest, and after a bidding war with Gorodezki, made the high bid for
3 \$2,100,000.00.

4 There is no evidence in the record that any party ever contemplated using NRS
5 645B.340 prior to the instant lawsuit.

6 **II. CONCLUSIONS OF LAW AS TO THE PLAINTIFF'S CLAIMS**

7 **1. Tortious Interference with Contractual Relationship**

8 The Honorable Judge Jerry A. Wiese II, District Court Department 30 Judge, presided
9 over this case initially. He considered a Motion for Summary Judgment brought by
10 Defendants and made a finding, on August 11, 2014, that no binding contract existed
11 between all of the parties as a result of the "Purchase Agreement" and that the original
12 Purchase Agreement was not valid. The Court, at that time, found that the only possible
13 contract giving Plaintiff an interest in the Subject Property was the Fourth Amendment to
14 Purchase and Sale Agreement, which also invalidated the First, Second and Third
15 Amendments to the Purchase and Sale Agreement.

16 "In an action for intentional interference with contractual relations, a plaintiff must
17 establish: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
18 intentional acts intended or designed to disrupt the contractual relationship; (4) actual
19 disruption of the contract; and (5) resulting damage." *J.J. Indus., LLC v. Bennett*, 119 Nev.
20 269, 274, 71 P.3d 1264, 1267 (2003) (citations omitted).

21 The Court finds that the Fourth Amendment, which was the only "Contract" at issue at
22 trial, was not valid or enforceable. The Fourth Amendment fails because it lacked elements
23 required of a land purchase contract. The contract admitted at trial (Exhibit 9) had no
24 exhibits. It had no description of the Property; there was no legal description, no property
25 address, no tax i.d. number, or any other means of identifying the property to be purchased
26 according to the "agreement." The Amendment purported to amend an agreement that this
27 Court ruled, in August 2014, was invalid. The Amendment was drafted after the "effective
28 date" listed for said amendment. The Court finds that the Fourth Amendment could not

1. stand alone as an independent contract and was never effective as such.

2. The Court further finds that NRS 645B.340 could not have been used here to force
3. other tenants in common to sell their interest in the Subject Property, as not all owners were
4. natural people, as required by the 2009 version of the statute. Additionally, the operative
5. 2009 version of NRS 645B.340 requires that any action taken under the statute be in writing;
6. the evidence is devoid of any writing that purports to invoke the powers of the statute.

7. As to the element of knowledge of the contractual relationship, Plaintiff failed to
8. establish that Defendants knew of the August 14, 2011 Fourth Amended Purchase and Sale
9. Agreement prior to filing the lawsuit in July of that year.

10. **2. Tortious Interference with Prospective Economic Advantage**

11. To establish a claim for tortious interference with a prospective economic advantage a
12. party must establish: "(1) a prospective contractual relationship between the plaintiff and a
13. third party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to
14. harm the plaintiff by preventing the relationship; (4) the absence of privilege or justification
15. by the defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct."
16. *Las Vegas-Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nevada*, 106 Nev. 283,
17. 287, 792 P.2d 386, 388 (1990) (citing *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 734 P.2d
18. 1221 (1987)).

19. Plaintiff failed to establish the third and fourth element of the claim. As tenants in
20. common the Defendants were legally justified in attempting to protect their position from
21. being sold to Gorodezki. Plaintiff was not able to demonstrate that Defendants intended to
22. harm the Plaintiff or that they were not justified in protecting their property interests.
23. Without more evidence this claim must fail.

24. **3. Attorneys' Fees as Special Damages**

25. Given that the Court cannot find for the Plaintiff on his two intentional tort claims, the
26. Court is unable to award attorneys' fees as special damages stemming from those claims as a
27. matter of law.

28. /

1 **III. CONCLUSIONS OF LAW AS TO THE DEFENDANTS' COUNTERCLAIMS**

2 **1. Tortious Interference with Contractual Relationship**

3 Identical to the Plaintiff, the Defendants in their Counterclaim for intentional
4 interference with contractual relations must establish: "(1) a valid and existing contract; (2)
5 the [Plaintiff]'s knowledge of the contract; (3) intentional acts intended or designed to disrupt
6 the contractual relationship; (4) actual disruption of the contract; and (5) resulting damage."
7 *J.J. Indus., LLC*, 119 Nev. at 274, 71 P.3d at 1267.

8 The Defendants have failed to establish that Gorodezki knew that the Defendants and
9 LV BLVD had an existing valid contract. Gorodezki always believed that he had a valid
10 contract for the purchase of the property and that any agreement Defendants would have had
11 would be invalid. Upon this good faith belief, Gorodezki initiated a lawsuit and demanded
12 specific performance. Gorodezki did not attempt to stop the settlement in order to harm the
13 Defendants but to protect his legal rights to enforce his contract with LV BLVD. The fact
14 that he was incorrect about the legality of the purchase and sale agreement is not sufficient to
15 establish this tort. Gorodezki acted aggressively, as did Defendants, in order to purchase the
16 Tod. Filing the lawsuit is not sufficient to prove intentional disruption of the settlement
17 agreement.

18 **2. Tortious Interference with Prospective Economic Advantage**

19 To establish a the counterclaim for tortious interference with a prospective economic
20 advantage the Defendants must establish: "(1) a prospective contractual relationship between
21 the [defendants] and a third party; (2) the [plaintiff's] knowledge of this prospective
22 relationship; (3) the intent to harm the [defendants] by preventing the relationship; (4) the
23 absence of privilege or justification by the [plaintiff]; and, (5) actual harm to the
24 [defendants] as a result of the plaintiff 's conduct." *Las Vegas-Tonopah-Reno Stage Line,*
25 *Inc. v*, 106 Nev. at 287, 792 P.2d at 388 (1990).

26 Defendants have failed to establish the existence of any prospective economic
27 advantage and Plaintiff's knowledge of any alleged advantage. The evidence and testimony
28 was clear that LV BLVD refused to do business with the Defendants. It was not until

1 settlement discussions in the subsequent lawsuits that Defendants ever had a possible shot at
2 acquiring all the interest in the Tod. LV BLVD, through its mortgage broker, stated to
3 Gorodezki that it was not going to sell to the Defendants and that it planned on moving
4 forward with Gorodezki. The same is evidenced by several failed attempts to amend the
5 purchase and sale agreement with Gorodezki. The Court further finds that any legal action
6 taken by Gorodezki was justified and protected by litigation privilege.

7 **3. Defamation Per Se**

8 To prove a claim for defamation per se the plaintiff, or counterclaimant in this
9 instance, must establish: (1) a false and defamatory communication; (2) an unprivileged
10 publication to a third person; and (3) fault, amounting to at least negligence. *See Clark Cty.*
11 *Sch. Dist. v. Virtual Educ. Software, Inc.*, 125 Nev. 374, 385, 213 P.3d 496, 503 (2009)
12 (citing *Pope v. Motel 6*, 121 Nev. 307, 315, 114 P.3d 277, 282 (2005)). If the defamatory
13 communication “imputes a ‘person’s lack of fitness for trade, business, or profession,’ or
14 tends to injure the plaintiff in his or her business, it is deemed defamation per se and
15 damages are presumed.” *Id.* (quoting *K-Mart Corp. v. Washington*, 109 Nev. 1180, 1192,
16 866 P.2d 274, 282 (1993)).

17 The Defendants failed to establish the first prong of this claim. The defamatory
18 communication alleged here was the lis pendens filed by Gorodezki in Case # A-11-649986-
19 C. The Court finds as a matter of law that the lis pendens was filed in good faith and was not
20 filed with the intent to harm Defendants. Gorodezki believed, albeit incorrectly, that he had a
21 valid contract to purchase the LV BLVD LLC interest. The Court cannot conclude that the
22 lis pendens constitutes a false, malicious, or defamatory communication. Thus, the
23 counterclaim for defamation must fail.

24 **IV. ORDER**

25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff’s claim
26 against Defendants for intentional interference with contractual relations is without merit,
27 and this Court finds in favor of the Defendants.

28 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff’s claim

1 against Defendants for attorney's fees as special damages is without merit, and this Court
2 finds in favor of the Defendants.


3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claim
4 against Defendants for intentional interference with prospective economic advantage is
5 without merit, and this Court finds in favor of the Defendants.

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
7 counterclaim against Plaintiff for intentional interference with contractual relations is
8 without merit, and this Court finds in favor of the Plaintiff.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
10 counterclaim against Plaintiff for intentional interference with prospective economic
11 advantage is without merit, and this Court finds in favor of the Plaintiff.

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
13 counterclaim against Plaintiff for defamation per se is without merit, and this Court finds in
14 favor of the Plaintiff.

15 DATED this 23 day of March, 2018.
16

17
18 
19 DISTRICT COURT JUDGE
20 KENNETH C. CORY
21
22
23
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27
28

NEOJ
SPENCER M. JUDD, ESQ.
Nevada Bar No. 10095
325 South 3rd Street, #5
Las Vegas, Nevada 89101
Telephone: (702) 606-4357
Facsimile: (702) 974-3146
Attorneys for Defendants/Counterclaimants


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

ILAN GORODEZKI, an individual, Plaintiff, v. STUART SACKLEY, an individual; DOUGLAS DaSilva, an individual; SACKLEY FAMILY TRUST, STUART SACKLEY AS TRUSTEE, a trust; NATIONAL TITLE CO., a Nevada corporation and DOES 1 through 100, and ROES 1 through 100, inclusive, Defendants.	Case No.: A-12-663960-C Dept. No.: XXX
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE PLEASE TAKE NOTICE that on March 23, 2016, a Findings of Fact, Conclusions of Law, and Order was entered in the above-referenced matter. A true and correct copy is attached hereto.

DATED this 15th day of March, 2017.

\s\ Spencer M. Judd
SPENCER M. JUDD, ESQ.
Nevada Bar No. 10095
325 South 3rd Street, #5
Las Vegas, Nevada 89101
Telephone: (702) 606-4357
Attorneys for Defendants/Counterclaimants

CERTIFICATE OF MAILING

The undersigned does hereby certify pursuant to Nevada Rules of Civil Procedure that on the 15th day of March, 2017 a true and correct copy of the **Findings of Fact, Conclusions of Law, and Order** was mailed to the parties listed below via first class mail, postage prepaid:

Becky A. Pintar, Esq.
Pintar & Albiston
6053 S. Fort Apache Rd., Suite 120
Las Vegas, NV 89148

\s\ Spencer M. Judd
SPENCER M. JUDD, ESQ.
Nevada Bar No. 10095
325 South 3rd Street, #5
Las Vegas, Nevada 89101
Telephone: (702) 606-4357
Attorneys for Defendants/Counterclaimants

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) CLERK OF THE COURT
) Dept No. I

13 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

14 **WHEREAS**, this matter having been heard by this Court in a trial conducted March 16,
15 2015 through March 20, 2015; and Plaintiff being present and represented by his counsel, Becky A.
16 Pintar, Esq.; and Defendants, Stuart Sackley, Douglas DaSilva, and the Sackley Family Trust, Stuart
17 Sackley as Trustee being present and represented by their counsel, Spencer M. Judd, Esq. and
18 Martin Muckleroy, Esq.; and the Court being fully advised in the premises, both as to the subject
19 matter as well as the parties thereto, and good cause appearing therefore; and

20 **WHEREAS**, the Court having heard the evidence presented at the trial of this matter and
21 having considered the pleadings and exhibits presented, and after due consideration of the record,
evidence, and law, and being fully advised in the premises, makes its FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER in the matter as follows:

22 **I. FINDINGS OF FACTS**

23 Tod Las Vegas, LLC, the successor in interest to the Sackley Family Trust
24 (hereinafter, the "Trust") is the owner of the property commonly known as the Tod Motor
25 Motel, located at 1508 Las Vegas Boulevard South (hereinafter, the "Subject Property").
26 The Trust acquired the Subject Property through the purchase from different owners of

CLERK OF THE COURT

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CLERK OF THE COURT

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1 FFCL

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ILAN GORODEZKI, an individual,)
5)

6 Plaintiff,)

7 v.)

8 STUART SACKLEY, an individual;)
9 DOUGLAS DaSilva, an individual;)
10 SACKLEY FAMILY TRUST, STUART)
11 SACKLEY AS TRUSTEE, a trust;)
12 NATIONAL TITLE CO., a Nevada)
corporation and DOES 1 through 100,)
and ROES 1 through 100, inclusive,)

Defendants.)

Case No.

A-12-663960-C
~~A-12-658557-C~~

Dept No.

I

13 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

14 **WHEREAS**, this matter having been heard by this Court in a trial conducted March 16,
15 2015 through March 20, 2015; and Plaintiff being present and represented by his counsel, Becky A.
16 Pintar, Esq.; and Defendants, Stuart Sackley, Douglas DaSilva, and the Sackley Family Trust, Stuart
17 Sackley as Trustee being present and represented by their counsel, Spencer M. Judd, Esq. and
18 Martin Muckleroy, Esq.; and the Court being fully advised in the premises, both as to the subject
19 matter as well as the parties thereto, and good cause appearing therefore; and

20 **WHEREAS**, the Court having heard the evidence presented at the trial of this matter and
21 having considered the pleadings and exhibits presented, and after due consideration of the record,
22 evidence, and law, and being fully advised in the premises, makes its FINDINGS OF FACT,
23 CONCLUSIONS OF LAW, AND ORDER in the matter as follows:

24 **I. FINDINGS OF FACTS**

25 Tod Las Vegas, LLC, the successor in interest to the Sackley Family Trust
26 (hereinafter, the "Trust") is the owner of the property commonly known as the Tod Motor
Motel, located at 1508 Las Vegas Boulevard South (hereinafter, the "Subject Property").
The Trust acquired the Subject Property through the purchase from different owners of

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1 various fractional interests, and at different times.

2 Real property commonly known as The Tod Motor Motel (hereinafter the "Tod" or
3 the "Property") is located in the City of Las Vegas, Nevada and is comprised of the
4 following Assessor Parcel Numbers: 162-03-210-053, 162-03-210-054, 162-03-210-055,
5 162-03-210-056 and 162-03-210-063.

6 Prior to the events that gave rise to the instant Complaint and Counterclaim, the Tod
7 had been owned by various parties and was subject to one or more Trust Deeds. Clayton
8 Mortgage, a mortgage broker on behalf of a group of investors holding ownership interests
9 in a Trust Deed foreclosed on the Subject Property and transferred ownership to those
10 fractional interest owners. Some of the owners agreed to create a limited liability company
11 ("LLC") to hold their ownership interests of the Subject Property together with others
12 similarly situated through their joint ownership of that LLC, LV BLVD Casino FF 370, LLC
13 (hereinafter "LV BLVD"). Other fractional owners declined to transfer their interests in the
14 Real Property to LV BLVD and instead held their fractional interests in their own proper
15 names as tenants in common.

16 On or about March 24, 2011, Plaintiff Ilan Gorodezki (hereinafter, "Gorodezki" or
17 "Plaintiff") executed a Purchase and Sale Agreement with LV BLVD, a fractional owner of
18 the Subject Property (hereinafter "Purchase Agreement"). The Purchase Agreement offered
19 by Plaintiff, contained the following language in paragraph 1.1 of Section 1: "The
20 Agreement is not binding until final execution by Buyer and Seller. The Date of the
21 Agreement shall be that date the final signer signs the Agreement."

22 Plaintiff, during the bench trial, produced the Agreement with the signature of the
23 managing member of LV BLVD that purported to sell 100% of the property to Gorodezki. It
24 was not signed by the other tenants in common, including blank signature lines for Frank V.
25 Denaro, Nicholas J. Denaro, Melina Colucci, Carmine Colucci, Gerald Lizzo, and Denise
26 Lizzo.

27 On or about March 24, 2011, Gorodezki and LV BLVD executed the First
28 Amendment to Purchase and Sale Agreement. Again, the First Amendment was only

1 executed by Gorodezki and LV BLVD, through Laura Lychock, a managing member.

2 On or about April 28, 2011, Gorodezki and LV BLVD executed the Second
3 Amendment to Purchase and Sale Agreement. Yet again, the Second Amendment was only
4 executed by Gorodezki and LV BLVD.

5 On or about June 29, 2011, LV BLVD executed the Third Amendment to Purchase
6 and Sale Agreement. The Third Amendment was not signed by Gorodezki or any tenant in
7 common. Three tenants in common, who were not a part of the LV BLVD, realizing that
8 the purchase agreement with LV BLVD would not be finalized, through Arthur Petrie, a
9 licensed Nevada realtor, contacted Defendant DaSilva to inquire as to whether he would be
10 interested in purchasing their tenant in common interests in the Subject Property. The realtor
11 represented those three tenants in common and negotiated a deal between them and DaSilva,
12 the outcome of which was that DaSilva purchased their three tenants in common interests on
13 or about July 1, 2011.

14 Shortly after the Defendants acquired the tenant in common interest, DaSilva, on
15 behalf of the Trust, made an offer to purchase the remaining ownership interests in the
16 Subject Property from LV BLVD. LV BLVD refused to consider the offer, but did state that
17 it would consider DaSilva's offer as a backup offer. During the trial, Lychock testified that
18 LV BLVD never intended to do business with DaSilva and that it was prepared to move
19 forward with Gorodezki.

20 On July 11, 2011, Defendant, Sackley Family Trust, filed suit against LV BLVD in
21 the Eighth Judicial District Court, Case # A-11-644772-C. In its Complaint, the Trust
22 alleged that LV BLVD had refused to consider more viable offers to purchase the property
23 and instead attempted to coerce members of the LLC to approve the Gorodezki "offer" and
24 petitioned the Court to appoint a receiver. The Trust also recorded a lis pendens in that
25 proceeding.

26 Gorodezki filed with the Court on August 15, 2011 a supplement to a Counterclaim
27 and Motion it had filed on August 8, 2011. It attached to that August 15, 2011 filing a
28 Fourth Amendment to Purchase and Sale Agreement which was signed on August 15, 2011

1 representing its effective date as July 7, 2011; however, it references the July 11 lawsuit filed
2 by the Trust, and the lis pendens recorded by the trust on July 13, 2011. Further, it limits
3 the amount to be purchased to ONLY that amount owned by LV BLVD, and did not purport
4 to be an offer for that tenant in common portion then owned by the Trust.

5 The Fourth Amendment to Purchase and Sale Agreement was drafted after the date
6 that it was purportedly executed. On the bottom of page 4 of said amendment, it is identified
7 that the amendment was drafted on 8-15-11, but Paragraph 1 of Page 1 has the following
8 language – “entered into effective as of July 7, 2011.”

9 Additionally, Paragraph 4 of Page 2, under the heading Disclosure of Lis Pendens, the
10 following language appears – “Seller has disclosed that one of the Non-Selling TIC Owners
11 has recorded a Notice of Lis Pendens.” Paragraph 8, on Page 3 of the Amendment, under the
12 heading “Title Review Period” gave a deadline to “notify Seller in writing of any defects” of
13 August 5, 2011. The Notice of Lis Pendens was filed in that case over a month before the
14 amendment was drafted.

15 LV BLVD entered into a Settlement Agreement with the Trust and agreed to sell the
16 Tod to the Trust as part of the settlement. The purchase price agreed upon was
17 \$1,400,000.00. Gorodezki did not join in the settlement. Rather, on or about October 14,
18 2011, Gorodezki filed a separate lawsuit in the Eighth Judicial District Court, Case # A-11-
19 649986-C, wherein he sued for, among other things, “Specific Performance.” A lis pendens
20 was recorded by Gorodezki in conjunction with that case. The Court consolidated cases
21 A644772 and A649986.

22 The Court eventually appointed a receiver to “conserve, preserve, protect, and
23 administer the real property” which consisted of the Tod Motel.

24 LV BLVD filed for Chapter 11 bankruptcy protection (Nevada Bankruptcy Court
25 case number 12-14838-bam) – due in part to the competing claims of the Trust and
26 Gorodezki. As a part of the bankruptcy, LV BLVD obtained an Order granting authority to
27 sell the Property, including its interest and the interest of Defendants. A “Stalking Horse
28 Bid” by Gorodezki was approved by the Bankruptcy Court to begin bidding at

1 \$1,700,000.00. Sackley, who had a first right of refusal due to his tenant in common
2 ownership interest, and after a bidding war with Gorodezki, made the high bid for
3 \$2,100,000.00.

4 There is no evidence in the record that any party ever contemplated using NRS
5 645B.340 prior to the instant lawsuit.

6 **II. CONCLUSIONS OF LAW AS TO THE PLAINTIFF'S CLAIMS**

7 **1. Tortious Interference with Contractual Relationship**

8 The Honorable Judge Jerry A. Wiese II, District Court Department 30 Judge, presided
9 over this case initially. He considered a Motion for Summary Judgment brought by
10 Defendants and made a finding, on August 11, 2014, that no binding contract existed
11 between all of the parties as a result of the "Purchase Agreement" and that the original
12 Purchase Agreement was not valid. The Court, at that time, found that the only possible
13 contract giving Plaintiff an interest in the Subject Property was the Fourth Amendment to
14 Purchase and Sale Agreement, which also invalidated the First, Second and Third
15 Amendments to the Purchase and Sale Agreement.

16 "In an action for intentional interference with contractual relations, a plaintiff must
17 establish: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
18 intentional acts intended or designed to disrupt the contractual relationship; (4) actual
19 disruption of the contract; and (5) resulting damage." *J.J. Indus., LLC v. Bennett*, 119 Nev.
20 269, 274, 71 P.3d 1264, 1267 (2003) (citations omitted).

21 The Court finds that the Fourth Amendment, which was the only "Contract" at issue at
22 trial, was not valid or enforceable. The Fourth Amendment fails because it lacked elements
23 required of a land purchase contract. The contract admitted at trial (Exhibit 9) had no
24 exhibits. It had no description of the Property; there was no legal description, no property
25 address, no tax i.d. number, or any other means of identifying the property to be purchased
26 according to the "agreement." The Amendment purported to amend an agreement that this
27 Court ruled, in August 2014, was invalid. The Amendment was drafted after the "effective
28 date" listed for said amendment. The Court finds that the Fourth Amendment could not

1. stand alone as an independent contract and was never effective as such.

2. The Court further finds that NRS 645B.340 could not have been used here to force
3. other tenants in common to sell their interest in the Subject Property, as not all owners were
4. natural people, as required by the 2009 version of the statute. Additionally, the operative
5. 2009 version of NRS 645B.340 requires that any action taken under the statute be in writing;
6. the evidence is devoid of any writing that purports to invoke the powers of the statute.

7. As to the element of knowledge of the contractual relationship, Plaintiff failed to
8. establish that Defendants knew of the August 14, 2011 Fourth Amended Purchase and Sale
9. Agreement prior to filing the lawsuit in July of that year.

10. **2. Tortious Interference with Prospective Economic Advantage**

11. To establish a claim for tortious interference with a prospective economic advantage a
12. party must establish: "(1) a prospective contractual relationship between the plaintiff and a
13. third party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to
14. harm the plaintiff by preventing the relationship; (4) the absence of privilege or justification
15. by the defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct."
16. *Las Vegas-Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nevada*, 106 Nev. 283,
17. 287, 792 P.2d 386, 388 (1990) (citing *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 734 P.2d
18. 1221 (1987)).

19. Plaintiff failed to establish the third and fourth element of the claim. As tenants in
20. common the Defendants were legally justified in attempting to protect their position from
21. being sold to Gorodezki. Plaintiff was not able to demonstrate that Defendants intended to
22. harm the Plaintiff or that they were not justified in protecting their property interests.
23. Without more evidence this claim must fail.

24. **3. Attorneys' Fees as Special Damages**

25. Given that the Court cannot find for the Plaintiff on his two intentional tort claims, the
26. Court is unable to award attorneys' fees as special damages stemming from those claims as a
27. matter of law.

28. /

1 **III. CONCLUSIONS OF LAW AS TO THE DEFENDANTS' COUNTERCLAIMS**

2 **1. Tortious Interference with Contractual Relationship**

3 Identical to the Plaintiff, the Defendants in their Counterclaim for intentional
4 interference with contractual relations must establish: "(1) a valid and existing contract; (2)
5 the [Plaintiff]'s knowledge of the contract; (3) intentional acts intended or designed to disrupt
6 the contractual relationship; (4) actual disruption of the contract; and (5) resulting damage."
7 *J.J. Indus., LLC*, 119 Nev. at 274, 71 P.3d at 1267.

8 The Defendants have failed to establish that Gorodezki knew that the Defendants and
9 LV BLVD had an existing valid contract. Gorodezki always believed that he had a valid
10 contract for the purchase of the property and that any agreement Defendants would have had
11 would be invalid. Upon this good faith belief, Gorodezki initiated a lawsuit and demanded
12 specific performance. Gorodezki did not attempt to stop the settlement in order to harm the
13 Defendants but to protect his legal rights to enforce his contract with LV BLVD. The fact
14 that he was incorrect about the legality of the purchase and sale agreement is not sufficient to
15 establish this tort. Gorodezki acted aggressively, as did Defendants, in order to purchase the
16 Tod. Filing the lawsuit is not sufficient to prove intentional disruption of the settlement
17 agreement.

18 **2. Tortious Interference with Prospective Economic Advantage**

19 To establish a the counterclaim for tortious interference with a prospective economic
20 advantage the Defendants must establish: "(1) a prospective contractual relationship between
21 the [defendants] and a third party; (2) the [plaintiff's] knowledge of this prospective
22 relationship; (3) the intent to harm the [defendants] by preventing the relationship; (4) the
23 absence of privilege or justification by the [plaintiff]; and, (5) actual harm to the
24 [defendants] as a result of the plaintiff 's conduct." *Las Vegas-Tonopah-Reno Stage Line,*
25 *Inc. v*, 106 Nev. at 287, 792 P.2d at 388 (1990).

26 Defendants have failed to establish the existence of any prospective economic
27 advantage and Plaintiff's knowledge of any alleged advantage. The evidence and testimony
28 was clear that LV BLVD refused to do business with the Defendants. It was not until

1 settlement discussions in the subsequent lawsuits that Defendants ever had a possible shot at
2 acquiring all the interest in the Tod. LV BLVD, through its mortgage broker, stated to
3 Gorodezki that it was not going to sell to the Defendants and that it planned on moving
4 forward with Gorodezki. The same is evidenced by several failed attempts to amend the
5 purchase and sale agreement with Gorodezki. The Court further finds that any legal action
6 taken by Gorodezki was justified and protected by litigation privilege.

7 **3. Defamation Per Se**

8 To prove a claim for defamation per se the plaintiff, or counterclaimant in this
9 instance, must establish: (1) a false and defamatory communication; (2) an unprivileged
10 publication to a third person; and (3) fault, amounting to at least negligence. *See Clark Cty.*
11 *Sch. Dist. v. Virtual Educ. Software, Inc.*, 125 Nev. 374, 385, 213 P.3d 496, 503 (2009)
12 (citing *Pope v. Motel 6*, 121 Nev. 307, 315, 114 P.3d 277, 282 (2005)). If the defamatory
13 communication “imputes a ‘person’s lack of fitness for trade, business, or profession,’ or
14 tends to injure the plaintiff in his or her business, it is deemed defamation per se and
15 damages are presumed.” *Id.* (quoting *K-Mart Corp. v. Washington*, 109 Nev. 1180, 1192,
16 866 P.2d 274, 282 (1993)).

17 The Defendants failed to establish the first prong of this claim. The defamatory
18 communication alleged here was the lis pendens filed by Gorodezki in Case # A-11-649986-
19 C. The Court finds as a matter of law that the lis pendens was filed in good faith and was not
20 filed with the intent to harm Defendants. Gorodezki believed, albeit incorrectly, that he had a
21 valid contract to purchase the LV BLVD LLC interest. The Court cannot conclude that the
22 lis pendens constitutes a false, malicious, or defamatory communication. Thus, the
23 counterclaim for defamation must fail.

24 **IV. ORDER**

25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff’s claim
26 against Defendants for intentional interference with contractual relations is without merit,
27 and this Court finds in favor of the Defendants.

28 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff’s claim

1 against Defendants for attorney's fees as special damages is without merit, and this Court
2 finds in favor of the Defendants.

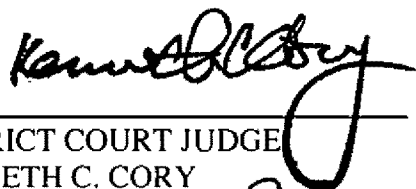
3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claim
4 against Defendants for intentional interference with prospective economic advantage is
5 without merit, and this Court finds in favor of the Defendants.

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
7 counterclaim against Plaintiff for intentional interference with contractual relations is
8 without merit, and this Court finds in favor of the Plaintiff.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
10 counterclaim against Plaintiff for intentional interference with prospective economic
11 advantage is without merit, and this Court finds in favor of the Plaintiff.

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
13 counterclaim against Plaintiff for defamation per se is without merit, and this Court finds in
14 favor of the Plaintiff.

15 DATED this 23 day of March, 2018.
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19 DISTRICT COURT JUDGE
20 KENNETH C. CORY
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

November 16, 2012

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

November 16, 2012 9:00 AM All Pending Motions

HEARD BY: Wiese, Jerry A. **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Noelle Peguese

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT: Johnson, Dustin A. Attorney
Pintar, Becky Attorney

JOURNAL ENTRIES

- DEFT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT PURSUANT TO NRCP (12) (B) (5), OR IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT PURSUANT TO NRCP 56...PLTF'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT.

Arguments by counsel as to if Defts' interfered with the purchase agreement, and regarding the percentage owned by Deft. Following, Court stated it's findings, and ORDERED, Deft's Motion to Dismiss Plaintiff's complaint Pursuant to NRCP (12)(b)(5), or in the Alternative, for Summary Judgment Pursuant to NRCP 56 DENIED WITHOUT PREJUDICE. As to Plaintiff's Motion for Leave to File First Amended Complaint, COURT ORDERED, Motion GRANTED. Ms. Pintar to prepare the Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

July 23, 2013

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

July 23, 2013 9:00 AM Motion for Leave

HEARD BY: Wiese, Jerry A. **COURTROOM:** RJC Courtroom 14A

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT: Johnson, Dustin A. Attorney
Pintar, Becky Attorney

JOURNAL ENTRIES

- Motion for Leave to File Counterclaim By Defendants Stuart Sackley, Trustee of the Sackley Family Trust and Douglas DaSilva

Arguments by counsel. COURT ORDERD, motion GRANTED; Counterclaim suggesting defamation to be pled with more specificity. Mr. Johnson to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

August 22, 2013

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
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August 22, 2013	9:00 AM	Motion to Withdraw as Counsel
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HEARD BY: Wiese, Jerry A.

COURTROOM: RJC Courtroom 14A

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT:	Johnson, Dustin A.	Attorney
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JOURNAL ENTRIES

- Muckleroy Johnson's Motion to Withdraw as Counsel of Record and Exparte Application for an Order Shortening Time

There being no opposition and service provided. COURT ORDERED, motion GRANTED. Mr. Johnson indicated his client would be retaining new counsel.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

March 24, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
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March 24, 2014 9:00 AM Pre Trial Conference

HEARD BY: Wiese, Jerry A. **COURTROOM:** RJC Courtroom 14A

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT:	Judd, Spencer M. Pintar, Becky	Attorney Attorney
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JOURNAL ENTRIES

- Counsel indicated there was outstanding Discovery and stipulated to continue the trial. COURT SO ORDERED.

9/15/14 9:00 AM PRETRIAL CONFERENCE

10/6/14 9:00 AM CALENDAR CALL

10/13/14 9:00 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

June 25, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s)
	vs.
	Stuart Sackley, Defendant(s)

June 25, 2014 9:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Patti Slattery

REPORTER:

PARTIES

PRESENT:	Judd, Spencer M.	Attorney
	Pintar, Becky	Attorney

JOURNAL ENTRIES

- Pltf's Motion to Compel Discovery Responses Defts' Opposition to Motion to Compel / Counter-Motion to Stay Further Discovery

Trial date is 10/13/14. Argument by Ms. Pintar to extend discovery and compel information from Douglas Da Silva and Sackley Defts as National Title provided discovery, but Ms. Pintar may need a title and escrow expert. Argument by Mr. Judd. COMMISSIONER RECOMMENDED, Pltf's Motion to Compel Discovery Responses is GRANTED WITHIN PARAMETERS; Motion to Compel Inspection is GRANTED, but it must be properly noticed; Motion to Compel financial records of hotel is GRANTED; Interrogatories to Sackley are GRANTED, and must be answered by 7/28/14; OBJECTIONS WAIVED; for Requests to Produce, Defense counsel must ensure responses correspond with documents produced (identify with specificity or bates number).

COMMISSIONER RECOMMENDED, Pltf AWARDED \$750 attorney fees for delay responding to outstanding discovery (fees run to parties, not the Attorney); payment due within 30 days after Court signs recommendation. COMMISSIONER RECOMMENDED, discovery is EXTENDED to 8/29/14; dispositive motions FILED by 9/3/14; financial records and supplements for outstanding Interrogatories and Requests to Produce due by 7/28/14. Commissioner suggested counsel set

depositions in August.

Ms. Pintar to prepare the Report and Recommendations, and Mr. Judd to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Ms. Pintar to appear at status check hearing on the Report and Recommendations.

Colloquy re: Countermotion. No opposition provided to Commissioner. COMMISSIONER RECOMMENDED, Countermotion is CONTINUED; Defense counsel must provide a courtesy copy of Opposition.

8/1/14 10:00 a.m. Status Check: Compliance Defts' Counter-Motion to Stay Further Discovery

8/29/14 9:00 a.m. Status Check: Status of Case / Trial date / Additional discovery

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct**COURT MINUTES****July 29, 2014**

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
 vs.
 Stuart Sackley, Defendant(s)

**July 29, 2014 9:00 AM Motion for Summary
 Judgment**

HEARD BY: Wiese, Jerry A.**COURTROOM:** RJC Courtroom 14A**COURT CLERK:** Alice Jacobson**RECORDER:****REPORTER:** Kristy Clark**PARTIES**

PRESENT:	Andrews, Tyler R.	Attorney
	Judd, Spencer M.	Attorney
	Pintar, Becky	Attorney

JOURNAL ENTRIES

- The above-referenced matter came on for hearing on July 29, 2014, before Judge Jerry Wiese, with regard to Defendant s Motion for Summary Judgment. The parties were represented by counsel. The Court, having reviewed the pleadings, and having heard oral argument, now issues the following Minute Order:

Defendants/Counterclaimants argue that there was no valid contract in the present case, and consequently, they are entitled to judgment as a matter of law pursuant to NRC 56. The Purchase Agreement states in part that it is not binding until final execution by Buyer and Seller. The Date of the Agreement shall be that date the final signer signs the Agreement. Ms. Lychock also testified that it was her belief and understanding that all of the individuals listed on the Purchase Agreement were sellers. The Purchase Agreement was signed by Mr. Gorodezki as buyer and by Laura Lychock, as manager of the LV Blvd LLC., as seller, but there are no signatures for Frank Denaro, Nicholas Denaro, Melina Colucci, Carmine Colucci, Gerald Lizzo, Denise Lizzo, or Brian Shapiro, as Trustee for Steven Dagher Bankruptcy. The Agreement specifically says that it is not binding until final execution, and it was never completely executed. Consequently, this Court cannot find that a binding contract existed between all of the parties. The language of the subject Purchase Agreement

is clear and unambiguous, and is not valid or enforceable unless or until signed by all the individuals listed as sellers. The Court finds that there was no meeting of the minds between all parties, that there was no final acceptance by all of the sellers, and consequently, the original purchase agreement is not valid.

The Plaintiff argues that there could have been an agreement between Gorodezki and LV Blvd LLC, and the Court agrees that there could have been, since the LV Blvd LLC, was apparently willing to sell its interest in the property. In fact, the Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions seems to contain all elements necessary for the formation of a valid and binding agreement between LV Blvd LLC, as seller, and Ilan Gorodezki, as buyer. Such agreement was clearly only for the purchase of the 95.64815% fee interest owned by LV Blvd LLC, and such agreement appears to have been signed by Laura Lychock for LV Blvd LLC, as well as Ilan Gorodezki. It appears to this Court that the document entitled Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions while it could not amend an invalid Purchase Agreement, can stand on its own as a contract for the sale of LV Blvd LLC's interest in the subject property to Gorodezki.

Based on the foregoing, the Court concludes that there remains a genuine issue of material fact with regard to all of the causes of action set forth in Plaintiff's Second Amended Complaint, at least insofar as they relate to the July 7, 2011, executed agreement between LV Blvd LLC and Gorodezki.

Pursuant to EDCR 2.51(a), the Court hereby Orders the parties to participate in good faith in a Judicial Settlement Conference, to attempt to resolve the pending issues. Counsel for the parties are to contact Dept. 30's JEA to coordinate a date that works for all parties and counsel.

Counsel for the Plaintiff is to prepare an Order consistent with this Minute Order, have it approved as to form and content by opposing counsel, and submit it to the Court for signature within 10 days.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

August 01, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
---------------	---------------------------------------------------------------------

August 01, 2014 10:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Richard Kangas

REPORTER:

PARTIES

PRESENT:	Albiston, Bryan	Attorney
	Judd, Spencer M.	Attorney

JOURNAL ENTRIES

- Defts' Counter Motion to Stay Further Discovery Status Check: Compliance

Motion for Summary Judgment was Granted in Part, and one addendum of the Contract may be able to stand on its own without the underlying Contract. Mr. Judd may file a Motion for Reconsideration, or bring a Second Motion for Summary Judgment.

2012 case. Colloquy re: status of case, and outstanding discovery. COMMISSIONER RECOMMENDED, Defense counsel must be more specific on Requests to Produce, and identify documents responsive to for each request; issue will be addressed further on August 29, 2014.

Colloquy re: the proper owner of property. Arguments by counsel. COMMISSIONER RECOMMENDED, get the notice done; Commissioner inquired if Defense counsel will accept service; put the LLC in Notice to Inspect, and serve it. Try to complete inspection before August 29, 2014. Commissioner will hear further discussions on issues August 29, 2014. COMMISSIONER RECOMMENDED, motion is DENIED.

Mr. Albiston to prepare the Report and Recommendations, and Mr. Judd to approve as to form and

content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Albiston to appear at status check hearing to report on the Report and Recommendations.

8/29/14 9:00 a.m. Status Check: Compliance

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

August 29, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s)
	vs.
	Stuart Sackley, Defendant(s)

August 29, 2014 9:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Albiston, Bryan	Attorney
	Judd, Spencer M.	Attorney

JOURNAL ENTRIES

- Status Check: Status of case / Trial date / Additional discovery Status Check: Compliance

Commissioner recently received the Report and Recommendations, it was returned for compliance issues, and Mr. Albiston must fix issues and resubmit recommendation. COMMISSIONER RECOMMENDED, Status Check CONTINUED.

Mr. Albiston stated Requests for Production are outstanding, a settlement conference is set in late October, a Motion for Protective Order is set Sept. 3, 2014, and counsel will request to perform an IME and conduct an Inspection.

Mr. Albiston requested 60 days for discovery after the Motion for Protective Order. COMMISSIONER RECOMMENDED, 10/13/14 Trial date VACATED; discovery cutoff EXTENDED to 12/1/14; FILE dispositive motions by 12/31/14; all other deadlines are CLOSED; Trial ready 2/17/2015.

Mr. Albiston to prepare the Report and Recommendations, and Mr. Judd to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise,

counsel will pay a contribution. Mr. Albiston to appear at status check hearing to report on the Report and Recommendations.

10/3/14 11:00 a.m. Status Check: Compliance (two reports)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

September 03, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
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September 03, 2014	9:00 AM	Motion for Protective Order	Defts' Motion for a Protective Order Regarding Pltf's Request for Inspection of Land Pursuant to NRCP 34(a)
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HEARD BY: Bulla, Bonnie

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Richard Kangas

REPORTER:

PARTIES

PRESENT:	Judd, Spencer M. Pintar, Becky	Attorney Attorney
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JOURNAL ENTRIES

- Mr. Judd argued there is no reason for Pltf to inspect because the issue is not relevant until post-judgment. Ms. Pintar stated the inspection goes directly to damages; argument by counsel.

COMMISSIONER RECOMMENDED, motion is DENIED; an Inspection of land under Rule 45 is ALLOWED related to damages in this case; there is no bifurcation of liability and damages, and inspection is necessary to firm up the appraisal which directly goes to Pltf's damages; inspection must be properly noticed, set forth what will be done, and complete inspection by 10/3/14.

A Stipulation is forthcoming. Settlement Conference will be set in October / November. Colloquy re: Pltf's counsel will prepare the Report and Recommendation from the prior Minute Order (no change in discovery dates).

PRINT DATE: 04/05/2017

Page 13 of 32

Minutes Date: November 16, 2012

Ms. Pintar to prepare the Report and Recommendations, and Mr. Judd to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Ms. Pintar to appear at status check hearing to report on the Report and Recommendations.

10/10/14 11:00 a.m. Status Check: Compliance

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

October 29, 2014

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

October 29, 2014 10:30 AM Settlement Conference

HEARD BY: Silver, Abbi

COURTROOM: RJC Courtroom 11D

COURT CLERK: Jennifer Kimmel

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- On October 29, 2014, the Honorable Abbi Silver attempted to conduct a settlement conference in the above-entitled case. The Plaintiff, Mr. Gorodezki, was NOT present with his attorney Ms. Pinar. A female friend of Mr. Gorodezki advised the Court that she had settlement authority and that Mr. Gorodezki was available by phone. Defendant De Silva was present with authority of all Defendants and their attorney Mr. Judd.

The Court (and the attorneys agreed) that without Mr. Gorodezki, the actual Plaintiff present, a mandatory settlement conference (MSC) was futile. In fact the attorneys related that they were present in good faith but were so far apart, they felt a MSC was futile. Based on the Court's review of the MSC confidential briefs, and the fact that the actual Plaintiff (businessman/buyer of the property at issue) was not present, this Court decided not to proceed with the MSC as it was futile.

This case is referred back to Department XXX for trial and further proceedings.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

November 20, 2014

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

November 20, 2014 9:00 AM Motion for Order to Show Cause

HEARD BY: Wiese, Jerry A. **COURTROOM:** RJC Courtroom 14A

COURT CLERK: Phyllis Irby

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT: Judd, Spencer M. Attorney
Pintar, Becky Attorney

JOURNAL ENTRIES

- Ms. Pintar argued there are (2) pieces of evidence financial records and inspection she hasn't received and that have still not been found. Mr. Judd stated he finally received the records and items that counsel is asking for and will make the items available and turned over we can set up a date for inspection to happen. COURT ORDERED, Mr. Judd to give Pltf's counsel everything they are requesting; financial records and the inspection. MATTER CONTINUED.

12-09-14 9:00 AM PLTF'S MOTION FOR ORDER TO SHOW CAUSE (DEPT. XXX)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

December 09, 2014

A-12-663960-C	Ilan Gorodezki, Plaintiff(s)
	vs.
	Stuart Sackley, Defendant(s)

December 09, 2014	9:00 AM	Motion for Order to Show Cause
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HEARD BY: Wiese, Jerry A.	COURTROOM: RJC Courtroom 14A
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COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT:	Judd, Spencer M.	Attorney
	Pintar, Becky	Attorney

JOURNAL ENTRIES

- Plaintiff's Motion for Order to Show Cause for Contempt and Sanctions

Mr. Pintar argued the turnover of discovery documents had not been complied with and there also was not a confirmation for inspection. Mr. Judd took responsibility for the lack of confirmation for the inspection, however, the documents produced were all his client had provided. Mr. Pintar argued any further documents should be precluded as producing adverse evidence. COURT ORDERED, information is limited to that provided by Defense; request for sanction DENIED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

February 09, 2015

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

February 09, 2015 1:00 PM Minute Order

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Please be advised, due to this Court's schedule the Pretrial/Calendar Call has been RESCHEDULED from Monday, March 9, 2015 to Thursday, February 26, 2015.

RESCHEDULED TO: 2/26/15 9:00 AM

CLERK'S NOTE: The above minute order has been distributed to: Becky Pintar, Esq. and Spencer Judd, Esq. via e-mail. /mlt

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

February 26, 2015

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
 vs.
 Stuart Sackley, Defendant(s)

February 26, 2015 9:00 AM Pre Trial Conference

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER: Lisa Lizotte

REPORTER:

PARTIES

PRESENT:	BURNS, JOHN	Attorney
	Judd, Spencer M.	Attorney
	Pintar, Becky	Attorney

JOURNAL ENTRIES

- Ms. Pintar advised five (5) days for trial. Mr. Judd advised he had filed a renewed motion for summary judgment which is set for 4/14/15. COURT ORDERED, Motion for Summary Judgment Reschedule to 3/11/15 and Trial date SET. COURT FURTHER ORDERED, Joint Pretrial Memorandum due 3/9/15.

3/11/15 9:00 AM MOTION FOR SUMMARY JUDGMENT

3/16/15 10:00 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct**COURT MINUTES****March 11, 2015**

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
 vs.
 Stuart Sackley, Defendant(s)

March 11, 2015 9:00 AM All Pending Motions

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER: Lisa Lizotte

REPORTER:

PARTIES

PRESENT:	BURNS, JOHN	Attorney
	Ferrario, Mark E., ESQ	Attorney
	Judd, Spencer M.	Attorney
	Pintar, Becky	Attorney

JOURNAL ENTRIES

- ALL PENDING - Defendant's Renewed Motion for Summary Judgment...Defendant's Motion for Judgment on the Pleadings or in the Alternative for Summary Judgment on Order Shortening Time

Ms. Pintar advised ready for trial. Statements by the Court. Mr. Ferrario argued there is a discrete body of law that covers title companies. The only claim being asserted is negligent performance of a duty. There are elements which must be met and they do not meet the elements. Further argued the Plaintiff has not incurred any physical harm or damages. National Title Co. owed no duty to the Plaintiff other than a known fraud. Mr. Ferrario argued Mark Properties vs. National Title. Ms. Pintar argued negligent misrepresentation is the claim. Ms. Pintar gave summary of agreement and trying to record the documents with different ownership percentage, which Plaintiff is alleging is false. Mr. Ferrario further argued negligent misrepresentation is not being claimed. Colloquy. Mr. Judd gave summary of the case and argued the counterclaims are the only thing which can be left in this case. Statement by the Court as to denying the motions and vacating the trial. Ms. Pintar requested the Court hold off on vacating the trial and allow her to negotiate the matter with National Title. Court agreed and ORDERED, Ms. Pintar to advised the Court by the end of the day.

CLERK'S NOTE: Ms. Pintar advised the Court via letter Plaintiff and National Title had settled and the trial could forward with the remaining defendants.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

March 13, 2015

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
---------------	---------------------------------------------------------------------

March 13, 2015	3:00 AM	Motion for Summary Judgment	Defendant's Renewed Motion for Summary Judgment
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HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: April Watkins

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Defendants Renewed Motion for Summary Judgment asks the Court to reconsider the previous order on the Defendants Motion for Summary Judgment issued by Judge Weise. However, no additional facts or arguments are presented that would persuade the Court to disturb the previous order. The COURT ORDERS Defendant s Renewed Motion for Summary Judgment is DENIED.

CLERK'S NOTE: A copy of this minute order was e-mailed to the following: Becky, Pintar bpintar@gglt.com and Spencer, Judd spencer@jsmjlaw.com. aw

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

March 16, 2015

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
---------------	---------------------------------------------------------------------

March 16, 2015 10:00 AM Bench Trial

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER: Lisa Lizotte

REPORTER:

PARTIES

PRESENT:	Da Silva, Douglas	Defendant
		Counter Claimant
	Gorodezki, Ilan	Plaintiff
		Counter Defendant
	Judd, Spencer M.	Attorney
	Muckleroy, Martin	Attorney
	Pintar, Becky	Attorney
	Sackley, Stuart	Defendant

JOURNAL ENTRIES

- BENCH TRIAL BEGINS

Eyal Gamliel - CA counsel present.

Mr. Judd requested the exclusionary rule and requested Mr. Gamliel not be allowed in the Courtroom as he may be called as a witness. Mr. Muckleroy argued Mr. Gamliel is not a licensed Nevada attorney and objected to him staying or sitting at plaintiff's table. Court inquired of Mr. Gamliel if he would be participating as witness or counsel. Mr. Gamliel advised he would not. Court stated Mr. Gamliel may stay seated at plaintiff's table, but cannot act as counsel. EXCLUSIONARY RULE INVOKED.

Mr. Judd argued as to objecting to exhibits 5, 6, 7, & 8 as these were previously ruled on and defendants will not stipulate to them. Ms. Pintar argued summary judgment was denied and Judge Wiese's ruling is not binding. Further arguments as to amendments. Mr. Judd argued as to ruling and finding of facts and conclusions of law as to the purchase agreements 1, 2, and 3. Arguments by counsel as to 645(b). COURT ORDERED, exhibits 5, 6, 7, & 8 are NOT ADMITTED at this time.

Opening statements by Ms. Pintar and Mr. Judd. Phyllis Collman sworn and testified.

CONTINUED TO: 3/17/15 1:30 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

March 17, 2015

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
vs.
Stuart Sackley, Defendant(s)

March 17, 2015 1:00 PM Bench Trial

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER: Lisa Lizotte

REPORTER:

PARTIES

PRESENT:	Da Silva, Douglas	Defendant
		Counter Claimant
	Gorodezki, Ilan	Plaintiff
		Counter Defendant
	Judd, Spencer M.	Attorney
	Muckleroy, Martin	Attorney
	Pintar, Becky	Attorney
	Sackley, Stuart	Defendant

JOURNAL ENTRIES

- BENCH TRIAL CONTINUES

Colloquy regarding trial schedule. Continued testimony of Ms. Collman. Arthur Joseph Petrie, III sworn and testified. Colloquy regarding replacing exhibit 35 with a clearer copy. COURT ORDERED, Trial CONTINUED.

CONTINUED TO: 3/18/15 11:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

March 18, 2015

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
---------------	---------------------------------------------------------------------

March 18, 2015 11:00 AM Bench Trial

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER: Lisa Lizotte

REPORTER:

PARTIES

PRESENT:	Da Silva, Douglas	Defendant
		Counter Claimant
	Gorodezki, Ilan	Plaintiff
		Counter Defendant
	Judd, Spencer M.	Attorney
	Muckleroy, Martin	Attorney
	Pintar, Becky	Attorney
	Sackley, Stuart	Defendant

JOURNAL ENTRIES

- BENCH TRIAL CONTINUES

Testimony and exhibits continued. (See attached worksheet.) Colloquy regarding trial and witness schedule. Following the day's testimony COURT ORDERED, Trial CONTINUED to the following day.

CONTINUED TO: 3/19/15 9:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct**COURT MINUTES****March 19, 2015**

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
 vs.
 Stuart Sackley, Defendant(s)

March 19, 2015 9:30 AM Bench Trial

HEARD BY: Cory, Kenneth**COURTROOM:** RJC Courtroom 16A**COURT CLERK:** Michele Tucker**RECORDER:** Lisa Lizotte**REPORTER:****PARTIES**

PRESENT:	Da Silva, Douglas	Defendant
		Counter Claimant
	Gorodezki, Ilan	Plaintiff
		Counter Defendant
	Judd, Spencer M.	Attorney
	Muckleroy, Martin	Attorney
	Pintar, Becky	Attorney
	Sackley, Stuart	Defendant

JOURNAL ENTRIES**- BENCH TRIAL CONTINUES**

Ms. Pintar provided the Court with Trial Memorandum. Testimony and exhibits continued. (See attached worksheets.) Arguments by counsel as to rebuttal witness not being disclosed. At the hour of 3:06 p.m. the Plaintiff RESTS. Mr. Muckleroy moved for a directive verdict against Stuart Sackley and the Sackley Family Trust as there has been no evidence. Ms. Pintar argued Mr. Sackley was the acting manager and Mr. Da Silva stated he was acting on behalf of Mr. Sackley. Mr. Muckleroy argued dismissal would have been appropriate under 12(b)(6). The interference they are arguing was done by an LLC. Further argued NRS 163.14; there is no evidence Mr. Sackley had any knowledge. Ms. Pintar argued she asked Mr. Da Silva specifically if he was acting on behalf of Mr. Sackley, and he indicated yes. Ms. Pintar further argued documents were signed by Mr. Sackley and the Order

from the bankruptcy was signed by Mr. Sackley. Mr. Judd argued deposition testimony was not read, the only thing in evidence is what was said on the stand. Further argued Mr. Sackley never signed anything or did anything to interfere. COURT ORDERED, Motion for Directive Verdict DENIED. Arguments by counsel as to Trial Memorandum.

March 20, 2015

Minutes Date: November 16, 2012

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

May 26, 2015

A-12-663960-C	Ilan Gorodezki, Plaintiff(s) vs. Stuart Sackley, Defendant(s)
---------------	---------------------------------------------------------------------

May 26, 2015

8:30 AM

Decision

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The COURT FINDS for the Defendants on all of Plaintiff s claims; counsel for Defendants are to prepare the findings of facts and conclusions of law. The COURT FINDS for the Plaintiff/Counter-Defendant on all of the Defendants/Counter-claimants claims; counsel for Plaintiff/Counter-Defendant are to prepare the findings of facts and conclusions of law.

CLERK'S NOTE: The above minute order has been distributed to: Becky Pintar, Esq. and Spencer Judd, Esq. via e-mail. /mlt

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct**COURT MINUTES****March 23, 2016**

A-12-663960-C Ilan Gorodezki, Plaintiff(s)
 vs.
 Stuart Sackley, Defendant(s)

March 23, 2016 4:00 PM Minute Order

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court has entered Judgment in this matter, which is filed as a separate document. Following the trial of this case the Court asked for additional post-trial briefing, which was timely supplied by both parties. Upon review, the Court made a determination that neither side was able to establish its respective claims or counterclaims. The Court informed all parties by minute order and ordered that both sides submit findings of facts and conclusions of law and a judgment for the claims in which they prevailed. Counsel for the Defendants supplied the Court with its findings of facts and conclusions of law. Counsel for Plaintiff filed a written objection to the Court's order in which she contended that it was the Court's responsibility to draft the findings of facts and conclusion of law and judgment. The Court was taken aback by this objection as no attorney has previously objected to supplying a proposed findings of fact and conclusions of law. The Court, therefore, over a period of months, watched the video of the entire trial with the thought that the Court had missed something. However, a full review of the record has strengthened the Court's opinion that neither side had been able to prevail.

In the future, should the Court encounter a similar objection it will simply refer the attorney to EDCR 7.21 which requires counsel to furnish the Court with a proposed findings of facts and conclusions of law. The Court has also found by viewing the preferences of the individual judges that several require counsel to submit proposed findings of facts and conclusions of law before the beginning of a

bench trial. Considering the time it required to review the trial and draft the findings of facts and conclusions of law in addition to the Court's motions and trial calendars, the Court can clearly see the value and purpose of this practice.

CLERK'S NOTE: The above minute order has been distributed to: Becky Pintar, Esq. and Spencer Judd, Esq. via e-mail. /mlt

CASE NO: A-12-663960-C	Trial DATE: March 16, 2015
DEPT. NO. I	JUDGE : Judge Cory
Joint Trial Exhibits	CLERK :
	RECORDER :
PLAINTIFF: Ilan Gorodezki	COUNSEL FOR PLAINTIFF: Becky A. Pinter
DEFENDANT: Stuart Sackley, Douglas DaSilva, Sackley Family Trust, National Title Co.	COUNSEL FOR DEFENDANT: Spencer Judd

Joint

EX	DESCRIPTION	Pages Gorodezki	Offered	Objection	Admitted
1.	Settlement Agreement and Release 12/6/11	1-19	3/16/15	stip	3/16/15
2.	Nevada Secretary of State Entity Details – LV Blvd Casino Center FF370 LLC 12/21/11	20-23			
3.	Nevada Secretary of State Entity Details – 1508 LV Blvd Investments, LLC 12/21/11	24			
4.	Operating Agreement of LV Blvd Casino Center FF370, LLC 8/27/09	25-50			3/16/15
5.	Purchase and Sale Agreement and Joint Escrow Instructions/Gorodezki-LV Blvd, Casino Center 324/11	51-67		yes	3/16/15
6.	First Amendment to Purchase and Sale Agreement 3/24/11	68		yes stip	3/18/15
7.	Second Amendment to Purchase and Sale Agreement 4/28/11	69		yes stip	3/18/15
8.	Third Amendment to Purchase and Sale Agreement 6/29/11	70-71		yes stip	3/18/15
9.	Fourth Amendment to Purchase and Sale Agreement 7/7/11 (8/15/11)	72-76			3/16/15
10.	Email between Lychock & E. Gamliel re: 4 th Amendment 8/15/11	77			
11.	Correspondence to Gorodezki from L. Lychock re: Purchase and Sale Agreement dated 3/24/11 9/19/11	78-79			
12.	Quit Claim deed Inst #201104180003082 4/18/11	80-112			

CASE NO: A-12-663960-C	Trial DATE: March 16, 2015
DEPT. NO. I	JUDGE : Judge Cory
Joint Trial Exhibits	CLERK :
	RECORDER :
PLAINTIFF: Ilan Gorodezki	COUNSEL FOR PLAINTIFF: Becky A. Pintar
DEFENDANT: Stuart Sackley, Douglas DaSilva, Sackley Family Trust, National Title Co.	COUNSEL FOR DEFENDANT: Spencer Judd

EX	DESCRIPTION	Pages Gorodezki	Offered	Objection	Admitted
13.	Corrective Quitclaim Deed Inst #201107200001143 7/20/11	113-147	3/16/15	Stip	3/16/15
14.	Purchase and Sale Agreement and Joint Escrow Instructions/Sackley - 1508 LV Blvd 7/6/11	148-169			
15.	Correspondence to Ms. Lychock; from 1508 LV Blvd Investments re: Offer to purchase Tod Motel 7/6/11	170-172			
16.	Correspondence to S. Sackley & D. DaSilva re: Tod Motel Offer to Purchase from L Lychock, Clayton Mortgage 7/12/11	173			
17.	Affidavit of Laura Lychock 8/4/11	174-176			
18.	Rerecording 20110809000724 Grant, Bargain, Sale Deed to correct 201107010002126 - Denaro 8/9/11	177-182			
19.	Rerecording 20110809000724 - Colucci 8/9/11	183-188			
20.	Affidavit of Frank Denaro 11/18/11	189			
21.	Affidavit of Eugene Mendiola from Clark County Recorder 1/23/12	190			
22.	Order re: Dagher sale - <u>judicial notice</u> 8/1/11	191-200			
23.	Dagher Deed 8/9/11	201-204			
24.	Transcript of Proceedings: Hearing August 23, 2011 Motion to Expunge Lis Pendens	205-212			
25.	Email from Laura Lychock to investors re: pending sale to Gorodezki 7/8/11	213			
26.	Email to investors re: mistake of deed 9/15/11	214-215			

CASE NO: A-12-663960-C	Trial DATE: March 16, 2015
DEPT. NO. I	JUDGE : Judge Cory
Joint Trial Exhibits	CLERK :
	RECORDER :
PLAINTIFF: Ilan Gorodezki	COUNSEL FOR PLAINTIFF: Becky A. Pintar
DEFENDANT: Stuart Sackley, Douglas DaSilva, Sackley Family Trust, National Title Co.	COUNSEL FOR DEFENDANT: Spencer Judd

EX	DESCRIPTION	Pages Gorodezki	Offered	Objection	Admitted
27.	Email from Laura Lychock to Investors	216-217	3/16/15	SHIP	3/16/15
28.	Trustees Deed Upon Sale	218-227			
29.	National Title Documents June – August 2011	228-270			
30.	Plaintiff Sackley's Complaint 7/11/11	271-279			
31.	Plaintiff Gorodezki Complaint 10/14/11	280-287			
32.	Plaintiffs' Motion for Good Faith Determination 12/13/11	288-313			
33.	Voluntary Petition for Bankruptcy 7/3/12	314-333			
34.	Declaration of Laura C. Lychock in Bankruptcy 7/3/12	334-338			
35.	Subpoena documents from Revo Realty 6/24/13	339-396			
36.	Fees incurred for litigation relevant to sale of Tod Motel plead as special damages	397-448			
37.	Fees from Eyal Gamliel Nov 2011 – July 2014	449-450			
38.	CV of Keith Harper	451-462			
39.	Appraisal Report of the Tod Motel by Valuation Consultants 6/4/14	463-651			



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

SPENCER M. JUDD, ESQ.
325 S. 3RD ST., #5
LAS VEGAS, NV 89101

DATE: April 5, 2017
CASE: A-12-663960-C

RE CASE: ILAN GORODEZKI vs. STUART SACKLEY; DOUGLAS DA SILVA; SACKLEY FAMILY TRUST; STUART SACKLEY AS TRUSTEE; NATIONAL TITLE CO.

NOTICE OF APPEAL FILED: April 3, 2017

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☒ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

ILAN GORODEZKI,

Plaintiff(s),

vs.

STUART SACKLEY; DOUGLAS DA SILVA;
SACKLEY FAMILY TRUST; STUART
SACKLEY AS TRUSTEE; NATIONAL TITLE
CO.,

Defendant(s),

Case No: A-12-663960-C

Dept No: I

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 5 day of April 2017.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk