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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
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CASE APPEAL STATEMENT

Petitioner, SACKLEY FAMILY TRUST, STUART SACKLEY AS TRUSTEE, by and through its attorney Spencer M. Judd, Esq., hereby submit the following Case Appeal Statement:

- Name of the judge who entered the order or judgment being appealed:

The Honorable Kenneth C. Cory, Eighth Judicial District Court, Department I.
- The name of each Appellant and the name and address of counsel for each Appellant:

SACKLEY FAMILY TRUST
Spencer M. Judd, Esq.
325 So. 3rd St., #5
Las Vegas, NV 89101
Telephone: (702) 606-4357
- The name of each Respondent and the name and address of appellate counsel, if known, for each Respondent, but if the name of a Respondent's appellate counsel is not known, then the name and address of Respondent's trial counsel:

ILAN GORODEZKI
Becky A. Pintar, Esq.
Pintar & Albiston

6053 S. Fort Apache Rd., Suite 120
Las Vegas, NV 89148

4. Whether any attorney identified in response to subparagraph (3) is not licensed to practice law in Nevada, and if so, whether the District Court granted that attorney permission to appear under SCR 42, including a copy of any District Court order granting permission:

No.

5. Whether Appellant was represented by appointed counsel in the District Court, and whether Appellant is represented by appointed counsel on appeal:

Retained counsel.

6. Whether the District Court granted the Appellant leave to proceed in forma pauperis, and if so, the date of the District Court's order granting that leave:

No.

7. The date that the proceeding commenced in the District Court:

June 21, 2012.

8. A brief description of the nature of the action and the result in District Court, including the type of judgment or order being appealed and the relief granted by the District Court.

Plaintiff, the Sackley Family Trust (hereinafter, the "Trust" or "Plaintiff") acquired the property commonly known as the Tod Motor Motel, located at 1508 Las Vegas Boulevard South (hereinafter, the "Subject Property") by purchasing Subject Property through from different owners of various fractional interests, and at different times. Prior to the events that gave rise to the instant Complaint and Counterclaim, the Subject Property had been owned by various parties and was subject to one or more Trust Deeds. Clayton Mortgage, a mortgage broker on behalf of a group of investors holding ownership interests in a Trust Deed foreclosed on the Subject Property and transferred ownership to those fractional interest owners. Some of the owners agreed to create a limited liability company ("LLC"), LV BLVD Casino FF 370, LLC (hereinafter "LV BLVD") to hold their ownership interests of the Subject Property. Other fractional owners declined to transfer their interests in the Real Property to LV BLVD and instead held their fractional interests in their own proper names as tenants in common.

On or about March 24, 2011, Plaintiff executed a Purchase and Sale Agreement with LV BLVD, a fractional owner of the Subject Property (hereinafter "Purchase Agreement"). The Purchase Agreement offered by Plaintiff, contained the following language in paragraph 1.1 of Section 1: "The Agreement 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." Plaintiff, during the bench trial, produced the Agreement

1 with the signature of the managing member of LV BLVD that purported to sell 100%
2 of the property to Plaintiff. It was not signed by the other tenants in common, who
each individually owned a fractional interest in the Subject Property.

3 Between March 24, 2011 and June 29, 2011 Plaintiff and LV BLVD executed the three
4 amendments to the Purchase and Sale Agreement. Each of the three Amendments were
5 executed by Plaintiff and LV BLVD. None of the three Amendments were not signed
by any of the tenants in common.

6 Three tenants in common, who were not a part of the LV BLVD, realizing that the
7 purchase agreement would not be finalized, contacted Defendant to inquire as to his
8 interest in purchasing their tenant in common interests in the Subject Property. The
Trust purchased their three tenants in common interests on or about July 1, 2011.

9 Shortly after the Defendants acquired the tenant in common interest the Trust made an
10 offer to purchase the remaining ownership interests in the Subject Property from LV
11 BLVD. LV BLVD refused to consider the offer, but did state that it would consider
Defendants' offer as a backup offer.

12 On July 11, 2011, the Trust filed suit against LV BLVD in the Eighth Judicial District
13 Court, Case #A-11-644772-C. In its Complaint, the Trust alleged that LV BLVD had
14 refused to consider more viable offers to purchase the property and instead attempted
15 to coerce members of the LLC to approve Plaintiff's "offer" and petitioned the Court
16 to appoint a receiver. The Trust also recorded a lis pendens in that proceeding.
17 Plaintiff filed with the Court on August 15, 2011 a supplement to a Counterclaim and
18 Motion it had filed on August 8, 2011. It attached to that August 15, 2011 filing a
Fourth Amendment to Purchase and Sale Agreement which was signed on August 15,
2011 representing its effective date as July 7, 2011; however, it references the July 11
lawsuit filed by the Trust, and the lis pendens recorded by the trust on July 13, 2011.
Further, it limits the amount to be purchased to ONLY that amount owned by LV BL
VD, and did not purport to be an offer for that tenant in common portion then owned
by the Trust.

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

22 LV BLVD entered into a Settlement Agreement with the Trust and agreed to sell the
23 LLC's interest in the Subject Property to the Trust as part of the settlement. The
24 purchase price agreed upon was \$1,400,000.00. Plaintiff did not join in the settlement.
25 Rather, on or about October 14, 2011, Plaintiff filed a separate lawsuit in the Eighth
26 Judicial District Court, Case #A-11-649986-C, wherein he sued for, among other
things, "Specific Performance." A lis pendens was recorded by Plaintiff in conjunction
with that case. The Court consolidated cases A644772 and A649986.

27 The Court eventually appointed a receiver to "conserve, preserve, protect, and
28 administer the real property." LV BLVD filed for Chapter 11 bankruptcy protection
(Nevada Bankruptcy Court case number 12-14838-bam) - due in part to the competing

claims of the Trust and Plaintiff. As a part of the bankruptcy, LV BLVD obtained an Order granting authority to sell the Subject Property, including its interest and the interest of Defendants. A "Stalking Horse Bid" by Plaintiff was approved by the Bankruptcy Court to begin bidding at \$1,700,000.00. The Trust, which had a first right of refusal due to its tenant in common ownership interest, and after a bidding war with Plaintiff, made the high bid for \$2,100,000.00, some \$700,000.00 more than the price the LLC had agreed to in its settlement with the Trust.

The Honorable Judge Jerry A. Wiese II, Eighth Judicial District Court Judge, presided over this case initially. He considered a Motion for Summary Judgment brought by Defendants and made a finding, on August 11, 2014, that no binding contract existed between all of the parties as a result of the "Purchase Agreement" and that the original Purchase Agreement was not valid. The Court, at that time, found that the only possible contract giving Plaintiff an interest in the Subject Property was the Fourth Amendment to Purchase and Sale Agreement. "

The case was subsequently transferred to Department 1, and the trial in this matter was presided over by the Honorable Kenneth Cory. The Court found that the Fourth Amendment, which was the only "Contract" at issue at trial, was not valid or enforceable because it could not stand alone as an independent contract and was never effective as such.

The Court further finds that NRS 6458.340 could not have been used here to force other tenants in common to sell their interest in the Subject Property, as not all owners were natural people, as required by the 2009 version of the statute. Additionally, the operative 2009 version of NRS 6458.340 required that any action taken under the statute be in writing; the evidence is devoid of any writing that purports to invoke the powers of the statute.

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

The Court also held that, as tenants in common, the Defendants were legally justified in attempting to protect their position from being sold to Plaintiff.

Despite contrary testimony of Plaintiff at trial, the Court held that Defendants failed to establish that Plaintiff knew that the Defendants and LV BLVD had an existing valid contract. The Court also ruled that Defendants failed to establish the existence of any prospective economic advantage and Plaintiff's knowledge of any alleged advantage.

9. Whether the case has previously been the subject of an appeal to or original writ proceedings in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

No.

10. Whether the appeal involves child custody or visitation:

No.

11. Whether the appeal involves the possibility of settlement:

Unknown.

DATED this 19th day of April, 2017.

/s/ Spencer M. Judd
SPENCER M. JUDD, ESQ.
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Attorneys for Defendants/Counterclaimants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I on the 20th day of April, 2017, I served a true and correct copy of the
NOTICE OF APPEAL by:

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

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

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

/s/ Spencer M. Judd
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