



**EIGHTH JUDICIAL DISTRICT COURT
CLERK OF THE COURT**

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LAS VEGAS, NEVADA 89155-1160
(702) 671-4554

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Elizabeth A. Brown
Clerk of Supreme Court

Steven D. Grierson
Clerk of the Court

Anntoinette Naumec-Miller
Court Division Administrator

February 16, 2022

Elizabeth A. Brown
Clerk of the Court
201 South Carson Street, Suite 201
Carson City, Nevada 89701-4702

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

S.C. CASE: 84083
D.C. CASE: A-12-663960-C

Dear Ms. Brown:

In response to the e-mail dated February 16, 2022, enclosed is a certified copy of the Amended Findings of Fact, Conclusions of Law, Order filed March 30, 2021 and the Notice of Entry of Order filed April 9, 2021 in the above referenced case. If you have any questions regarding this matter, please do not hesitate to contact me at (702) 671-0512.

Sincerely,
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ Heather Ungermann
Heather Ungermann, Deputy Clerk

FFCL

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.: ✓ XXXII
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AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

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

WHEREAS, Plaintiff advised the Court prior to the commencement of the trial that it had agreed to dismiss all claims against Defendant National Title Co., with prejudice; and

WHEREAS, the Court having heard the evidence presented at the trial of this matter and 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:

1 **I. FINDINGS OF FACTS**

2 Tod Las Vegas, LLC, the successor m interest to the Sackley Family Trust (hereinafter, the
3 'Trust') is the owner of the property commonly known as the Tod Motor Motel, located at 1508 Las
4 Vegas Boulevard South (hereinafter, the "Subject Property"). The Trust acquired the Subject
5 Property through the purchase from different owners of various fractional interests, and at
6 different times.

7 Real property commonly known as The Tod Motor Motel (hereinafter the "Tod" or
8 the "Property") is located in the City of Las Vegas, Nevada and is comprised of the
9 following Assessor Parcel Numbers: 162-03-210-053, 162-03-210-054, 162-03-210-055,
10 162-03-210-056 and 162-03-210-063.

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

21 On or about March 24, 2011, Plaintiff Ilan Gorodezki (hereinafter, "Gorodezki" or
22 "Plaintiff") executed a Purchase and Sale Agreement with L V BL VD, a fractional owner of
23 the Subject Property (hereinafter "Purchase Agreement"). The Purchase Agreement offered
24

1 by Plaintiff, contained the following language in paragraph 1.1 of Section 1: "The
2 Agreement is not binding until final execution by Buyer and Seller. The Date of the
3 Agreement shall be that date the final signer signs the Agreement."

4 Plaintiff, during the bench trial, produced the Agreement with the signature of the
5 managing member of LV BLVD that purported to sell 100% of the property to Gorodezki. It
6 was not signed by the other tenants in common, including blank signature lines for Frank V.
7 Denaro, Nicholas J. Denaro, Melina Colucci, Carmine Colucci, Gerald Lizzo, and Denise
8 Lizzo.
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10 On or about March 24, 2011, Gorodezki and L V BL VD executed the First
11 Amendment to Purchase and Sale Agreement. Again, the First Amendment was only
12 executed by Gorodezki and LV BLVD, through Laura Lychock, a managing member.
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14 On or about April 28, 2011, Gorodezki and L V BL VD executed the Second
15 Amendment to Purchase and Sale Agreement. Yet again, the Second Amendment was only
16 executed by Gorodezki and LV BLVD.
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18 On or about June 29, 2011, LV BLVD executed the Third Amendment to Purchase
19 and Sale Agreement. The Third Amendment was not signed by Gorodezki or any tenant in
20 common. Three tenants in common, who were not a part of the L V BL VD, realizing that
21 the purchase agreement with L V BL VD would not be finalized, through Arthur Petrie, a
22 licensed Nevada realtor, contacted Defendant DaSilva to inquire as to whether he would be
23 interested in purchasing their tenant in common interests in the Subject Property. The realtor
24 represented those three tenants in common and negotiated a deal between them and DaSilva,
25 the outcome of which was that DaSilva purchased their three tenants in common interests on
26 or about July 1, 2011.
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1 Shortly after the Defendants acquired the tenant in common interest, DaSilva, on
2 behalf of the Trust, made an offer to purchase the remaining ownership interests in the
3 Subject Property from LV BLVD. LV BLVD refused to consider the offer, but did state that
4 it would consider DaSilva's offer as a backup offer. During the trial, Lychock testified that
5 LV BLVD never intended to do business with DaSilva and that it was prepared to move
6 forward with Gorodezki.
7

8 On July 11, 2011, Defendant, Sackley Family Trust, filed suit against L V BLVD in
9 the Eighth Judicial District Court, Case # A-11-644772-C. In its Complaint, the Trust alleged
10 that L V BLVD had refused to consider more viable offers to purchase the property and
11 instead attempted to coerce members of the LLC to approve the Gorodezki "offer" and
12 petitioned the Court to appoint a receiver. The Trust also recorded a lis pendens in that
13 proceeding.
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15 Gorodezki filed with the Court on August 15, 2011 a supplement to a Counterclaim
16 and Motion it had filed on August 8, 2011. It attached to that August 15, 2011 filing a Fourth
17 Amendment to Purchase and Sale Agreement which was signed on August 15, 2011
18 representing its effective date as July 7, 2011; however, it references the July 11 lawsuit filed
19 by the Trust, and the lis pendens recorded by the trust on July 13, 2011. Further, it limits the
20 amount to be purchased to ONLY that amount owned by L V BL VD, and did not purport to
21 be an offer for that tenant in common portion then owned by the Trust.
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23 The Fourth Amendment to Purchase and Sale Agreement was drafted after the date
24 that it was purportedly executed. On the bottom of page 4 of said amendment, it is identified
25 that the amendment was drafted on 8-15-11, but Paragraph I of Page I has the following
26 language - "entered into effective as of July 7, 2011."
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1 Additionally, Paragraph 4 of Page 2, under the heading Disclosure of Lis Pendens, the
2 following language appears - "Seller has disclosed that one of the Non-Selling TIC Owners
3 has recorded a Notice of Lis Pendens." Paragraph 8, on Page 3 of the Amendment, under the
4 heading "Title Review Period" gave a deadline to "notify Seller in writing of any defects" of
5 August 5, 2011. The Notice of Lis Pendens was filed in that case over a month before the
6 amendment was drafted.

8 LV BLVD entered into a Settlement Agreement with the Trust and agreed to sell the
9 Tod to the Trust as part of the settlement. The purchase price agreed upon was
10 \$1,400,000.00. Gorodezki did not join in the settlement. Rather, on or about October 14,
11 2011, Gorodezki filed a separate lawsuit in the Eighth Judicial District Court, Case # A-11-
12 649986-C, wherein he sued for, among other things, "Specific Performance." A lis pendens
13 was recorded by Gorodezki in conjunction with that case. The Court consolidated cases
14 A644772 and A649986.
15

17 The Court eventually appointed a receiver to "conserve, preserve, protect, and
18 administer the real property" which consisted of the Tod Motel.

19 LV BLVD filed for Chapter 11 bankruptcy protection (Nevada Bankruptcy Court case
20 number 12-14838-bam) - due in part to the competing claims of the Trust and Gorodezki. As
21 a part of the bankruptcy, LV BLVD obtained an Order granting authority to sell the Property,
22 including its interest and the interest of Defendants. A "Stalking Horse Bid" by Gorodezki
23 was approved by the Bankruptcy Court to begin bidding at \$1,700,000.00. Sackley, who had a
24 first right of refusal due to his tenant in common ownership interest, and after a bidding war with
25 Gorodezki, made the high bid for \$2,100,000.00.
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27
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1 There is no evidence in the record that any party ever contemplated using NRS 645B.340
2 prior to the instant lawsuit.

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

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

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

14 "In an action for intentional interference with contractual relations, a plaintiff must
15 establish: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
16 intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption
17 of the contract; and (5) resulting damage." *J.J. Indus., LLC v. Bennett*, 119 Nev. 269, 274,
18 71P.3d1264, 1267 (2003) (citations omitted).
19

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

1 2014, was invalid. The Amendment was drafted after the "effective date" listed for said
2 amendment. The Court finds that the Fourth Amendment could not stand alone as an
3 independent contract and was never effective as such.

4 The Court further finds that NRS 6458.340 could not have been used here to force other
5 tenants in common to sell their interest in the Subject Property, as not all owners were 4 natural
6 people, as required by the 2009 version of the statute. Additionally, the operative 2009 version
7 of NRS 6458.340 requires that any action taken under the statute be in writing; the evidence is
8 devoid of any writing that purports to invoke the powers of the statute.

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

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

14
15 To establish a claim for tortious interference with a prospective economic advantage a
16 party must establish: ⁽¹⁾ ~~(1)~~ a prospective contractual relationship between the plaintiff and a third
17 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
18 plaintiff by preventing the relationship; (4) the absence of privilege or justification by the
19 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct." *Las Vegas-*
20 *Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nevada*, 106 Nev. 283 287, 792 P.2d
21 386, 388 (1990) (citing *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 734 P.2d 1221 (1987)).

22
23 Plaintiff failed to establish the third and fourth element of the claim. As tenants in
24 common the Defendants were legally justified in attempting to protect their position from being
25 sold to Gorodezki. Plaintiff was not able to demonstrate that Defendants intended to harm the
26 Plaintiff or that they were not justified in protecting their property interests. Without more
27 evidence this claim must fail.
28

3. Attorneys' Fees as Special Damages

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

III. CONCLUSIONS OF LAW AS TO THE DEFENDANTS' COUNTERCLAIMS

1. Tortious Interference with Contractual Relationship

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

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

2. Tortious Interference with Prospective Economic Advantage

To establish a the counterclaim for tortious interference with a prospective economic advantage the Defendants must establish: "(I) a prospective contractual relationship between the [defendants] and a third party; (2) the [plaintiffs] knowledge of this prospective relationship; (3)

1 the intent to harm the [defendants] by preventing the relationship; (4) the absence of privilege or
2 justification by the [plaintiff]; and, (5) actual harm to the [defendants] as a result of the plaintiff's
3 conduct." *Las Vegas-Tonopah-Reno Stage Line, Inc.*, 106 Nev. at 287, 792 P.2d at 388 (1990).

4 Defendants have failed to establish the existence of any prospective economic advantage
5 and Plaintiff's knowledge of any alleged advantage. The evidence and testimony was clear that
6 LV BLVD refused to do business with the Defendants. It was not until settlement discussions in
7 the subsequent lawsuits that Defendants ever had a possible shot at acquiring all the interest in
8 the Tod. LV BLVD, through its mortgage broker, stated to Gorodezki that it was not going to
9 sell to the Defendants and that it planned on moving forward with Gorodezki. The same is
10 evidenced by several failed attempts to amend the purchase and sale agreement with Gorodezki.
11 The Court further finds that any legal action taken by Gorodezki was justified and protected by
12 litigation privilege.
13

15 **3. Defamation Per Se**

16 To prove a claim for defamation per se the plaintiff, or counterclaimant in this instance,
17 must establish: (1) a false and defamatory communication; (2) an unprivileged publication to a
18 third person; and (3) fault, amounting to at least negligence. See *Clark Cty. Sch. Dist. v. Virtual*
19 *Educ. Software, Inc.*, 125 Nev. 374, 385, 213 P.3d 496, 503 (2009) (citing *Pope v. Motel 6*, 121
20 Nev. 307, 315, 114 P.3d 277, 282 (2005)). If the defamatory communication "imputes a 'person's
21 lack of fitness for trade, business, or profession,' or tends to injure the plaintiff in his or her
22 business, it is deemed defamation per se and damages are presumed." *Id.* (quoting *K-Mart Corp.*
23 *v. Washington*, 109 Nev. 1180, 1192, 866 P.2d 274, 282 (1993)).
24
25

26 The Defendants failed to establish the first prong of this claim. The defamatory
27 communication alleged here was the !is pendens filed by Gorodezki in Case# A-11-649986- C.
28 The Court finds as a matter of law that the !is pendens was filed in good faith and was not filed

1 with the intent to harm Defendants. Gorodezki believed, albeit incorrectly, that he had a valid
2 contract to purchase the LV BLVD LLC interest. The Court cannot conclude that the lis pendens
3 constitutes a false, malicious, or defamatory communication. Thus, the counterclaim for
4 defamation must fail.

5 **IV. ORDER**

6
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claims
8 against Defendant National Title Co. are dismissed, with prejudice.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claim
10 against Defendants for intentional interference with contractual relations is without merit, and
11 this Court finds in favor of the Defendants.
12

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claim
14 against Defendants for attorney's fees as special damages is without merit, and this Court finds
15 in favor of the Defendants.
16

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

20 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
21 counterclaim against Plaintiff for intentional interference with contractual relations is without
22 merit, and this Court finds in favor of the Plaintiff.
23

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants'
25 counterclaim against Plaintiff for intentional interference with prospective economic advantage
26 is without merit, and this Court finds in favor of the Plaintiff.
27
28

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

4 DATED this ____ day of _____, 2020. **Dated this 30th day of March, 2021**

5
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7
8 

DISTRICT COURT JUDGE
~~KENNETH C. CORY~~

9 Christy Craig
10 **23B 538-97CC 39D8**
11 **Christy Craig**
12 **District Court Judge**

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20 February 16, 2022



26 CERTIFIED COPY
27 ELECTRONIC SEAL (NRS 1.190(3))

1 **CSERV**

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

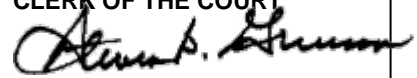
5
6 Ilan Gorodezki, Plaintiff(s) CASE NO: A-12-663960-C
7 vs. DEPT. NO. Department 32
8 Stuart Sackley, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
14 case as listed below:

15 Service Date: 3/30/2021

16 "Spencer M. Judd, Esq." .	spencer@sjuddlaw.com
17 "Tyler R. Andrews, Esq." .	andrewst@gtlaw.com
18 Becky Pintar .	becky@pintaralbiston.com
19 Bryan Albiston .	bryan@pintaralbiston.com



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

DISTRICT COURT

CLARK COUNTY, NEVADA

ILAN GORODEZKI, an individual, Plaintiff, v.	Case No.: A-12-663960-C Dept. No.: XXXII
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.	

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE PLEASE TAKE NOTICE that on March 30, 2021, an Amended 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 9th day of April, 2021.

/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 9th day of April, 2021 I served a copy of the attached **Amended Findings of Fact, Conclusions of Law, and Order** via electronic service to all parties on the Odyssey E-Service Master List.

Becky A. Pintar, Esq.
Becky@pintaralbiston.com

/s/ Spencer M. Judd
SPENCER M. JUDD, ESQ.
Nevada Bar No. 10095
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Attorneys for Defendants/Counterclaimants

Spencer M. Judd, Esq.

FFCL

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WHEREAS, Plaintiff advised the Court prior to the commencement of the trial that it had agreed to dismiss all claims against Defendant National Title Co., with prejudice; and

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8 LV BLVD entered into a Settlement Agreement with the Trust and agreed to sell the
9 Tod to the Trust as part of the settlement. The purchase price agreed upon was
10 \$1,400,000.00. Gorodezki did not join in the settlement. Rather, on or about October 14,
11 2011, Gorodezki filed a separate lawsuit in the Eighth Judicial District Court, Case # A-11-
12 649986-C, wherein he sued for, among other things, "Specific Performance." A lis pendens
13 was recorded by Gorodezki in conjunction with that case. The Court consolidated cases
14 A644772 and A649986.
15

17 The Court eventually appointed a receiver to "conserve, preserve, protect, and
18 administer the real property" which consisted of the Tod Motel.

19 LV BLVD filed for Chapter 11 bankruptcy protection (Nevada Bankruptcy Court case
20 number 12-14838-bam) - due in part to the competing claims of the Trust and Gorodezki. As
21 a part of the bankruptcy, LV BLVD obtained an Order granting authority to sell the Property,
22 including its interest and the interest of Defendants. A "Stalking Horse Bid" by Gorodezki
23 was approved by the Bankruptcy Court to begin bidding at \$1,700,000.00. Sackley, who had a
24 first right of refusal due to his tenant in common ownership interest, and after a bidding war with
25 Gorodezki, made the high bid for \$2,100,000.00.
26
27
28

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

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

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

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

14 "In an action for intentional interference with contractual relations, a plaintiff must
15 establish: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
16 intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption
17 of the contract; and (5) resulting damage." *J.J. Indus., LLC v. Bennett*, 119 Nev. 269, 274,
18 71P.3d1264, 1267 (2003) (citations omitted).
19

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

1 2014, was invalid. The Amendment was drafted after the "effective date" listed for said
2 amendment. The Court finds that the Fourth Amendment could not stand alone as an
3 independent contract and was never effective as such.

4 The Court further finds that NRS 6458.340 could not have been used here to force other
5 tenants in common to sell their interest in the Subject Property, as not all owners were 4 natural
6 people, as required by the 2009 version of the statute. Additionally, the operative 2009 version
7 of NRS 6458.340 requires that any action taken under the statute be in writing; the evidence is
8 devoid of any writing that purports to invoke the powers of the statute.
9

10 As to the element of knowledge of the contractual relationship, Plaintiff failed to
11 establish that Defendants knew of the August 14, 2011 Fourth Amended Purchase and Sale
12 Agreement prior to filing the lawsuit in July of that year.
13

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

15 To establish a claim for tortious interference with a prospective economic advantage a
16 party must establish: ⁽¹⁾ ~~(1)~~ a prospective contractual relationship between the plaintiff and a third
17 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
18 plaintiff by preventing the relationship; (4) the absence of privilege or justification by the
19 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct." *Las Vegas-*
20 *Tonopah-Reno Stage Line, Inc. v. Gray Line Tours of S. Nevada*, 106 Nev. 283 287, 792 P.2d
21 386, 388 (1990) (citing *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 734 P.2d 1221 (1987)).
22

23 Plaintiff failed to establish the third and fourth element of the claim. As tenants in
24 common the Defendants were legally justified in attempting to protect their position from being
25 sold to Gorodezki. Plaintiff was not able to demonstrate that Defendants intended to harm the
26 Plaintiff or that they were not justified in protecting their property interests. Without more
27 evidence this claim must fail.
28

3. Attorneys' Fees as Special Damages

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

III. CONCLUSIONS OF LAW AS TO THE DEFENDANTS' COUNTERCLAIMS

1. Tortious Interference with Contractual Relationship

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

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

2. Tortious Interference with Prospective Economic Advantage

To establish a the counterclaim for tortious interference with a prospective economic advantage the Defendants must establish: "(I) a prospective contractual relationship between the [defendants] and a third party; (2) the [plaintiffs] knowledge of this prospective relationship; (3)

1 the intent to harm the [defendants] by preventing the relationship; (4) the absence of privilege or
2 justification by the [plaintiff]; and, (5) actual harm to the [defendants] as a result of the plaintiff's
3 conduct." *Las Vegas-Tonopah-Reno Stage Line, Inc.*, 106 Nev. at 287, 792 P.2d at 388 (1990).

4 Defendants have failed to establish the existence of any prospective economic advantage
5 and Plaintiff's knowledge of any alleged advantage. The evidence and testimony was clear that
6 LV BLVD refused to do business with the Defendants. It was not until settlement discussions in
7 the subsequent lawsuits that Defendants ever had a possible shot at acquiring all the interest in
8 the Tod. LV BLVD, through its mortgage broker, stated to Gorodezki that it was not going to
9 sell to the Defendants and that it planned on moving forward with Gorodezki. The same is
10 evidenced by several failed attempts to amend the purchase and sale agreement with Gorodezki.
11 The Court further finds that any legal action taken by Gorodezki was justified and protected by
12 litigation privilege.
13

14 **3. Defamation Per Se**

15 To prove a claim for defamation per se the plaintiff, or counterclaimant in this instance,
16 must establish: (1) a false and defamatory communication; (2) an unprivileged publication to a
17 third person; and (3) fault, amounting to at least negligence. See *Clark Cty. Sch. Dist. v. Virtual*
18 *Educ. Software, Inc.*, 125 Nev. 374, 385, 213 P.3d 496, 503 (2009) (citing *Pope v. Motel 6*, 121
19 Nev. 307, 315, 114 P.3d 277, 282 (2005)). If the defamatory communication "imputes a 'person's
20 lack of fitness for trade, business, or profession,' or tends to injure the plaintiff in his or her
21 business, it is deemed defamation per se and damages are presumed." *Id.* (quoting *K-Mart Corp.*
22 *v. Washington*, 109 Nev. 1180, 1192, 866 P.2d 274, 282 (1993)).
23
24
25

26 The Defendants failed to establish the first prong of this claim. The defamatory
27 communication alleged here was the !is pendens filed by Gorodezki in Case# A-11-649986- C.
28 The Court finds as a matter of law that the !is pendens was filed in good faith and was not filed

1 with the intent to harm Defendants. Gorodezki believed, albeit incorrectly, that he had a valid
2 contract to purchase the LV BLVD LLC interest. The Court cannot conclude that the lis pendens
3 constitutes a false, malicious, or defamatory communication. Thus, the counterclaim for
4 defamation must fail.

5 **IV. ORDER**

6
7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claims
8 against Defendant National Title Co. are dismissed, with prejudice.

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

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's claim
13 against Defendants for attorney's fees as special damages is without merit, and this Court finds
14 in favor of the Defendants.

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

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

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

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

4 DATED this ____ day of _____, 2020. **Dated this 30th day of March, 2021**

5
6
7 

8 DISTRICT COURT JUDGE
~~KENNETH C. CORY~~

9 Christy Craig
23B 538-97CC 39D8
10 Christy Craig
11 District Court Judge
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Ilan Gorodezki, Plaintiff(s)

CASE NO: A-12-663960-C

7 vs.

DEPT. NO. Department 32

8 Stuart Sackley, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 3/30/2021

15 "Spencer M. Judd, Esq." .

spencer@sjuddlaw.com

16 "Tyler R. Andrews, Esq." .

andrewst@gtlaw.com

17 Becky Pinter .

becky@pintaralbiston.com

18 Bryan Albiston .

bryan@pintaralbiston.com
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February 16, 2022



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