

CLERK OF THE COURT

NOAS

Robert B. Noggle, Esq.
Nevada Bar No.: 11427
Paul R.M. Cullen, Esq
Nevada Bar No.: 12355
NOGGLE LAW PLLC
376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
(702) 450-6300 | (702) 642-9766 FAX
Attorney for Plaintiff

Electronically Filed
Oct 01 2015 10:30 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

vs.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON;

Defendants.

CASE NO.: A-14-700520-C
DEPT. NO.: III

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Plaintiff, KENNETH RENFROE, by and through his counsel of record, Noggle Law, PLLC, hereby appeals to the Supreme Court of Nevada from the Order Granting Defendant Lakeview Loan Servicing, LLC's Motion to Dismiss filed in this action on August 26, 2015 and Order Granting Lakeview Loan Servicing, LLC's Motion to Dismiss filed on August 27, 2015.

DATED this 24th day of September, 2015.

NOGGLE LAW PLLC

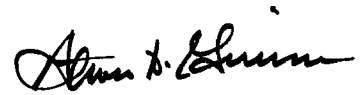
By: /s/ /Paul R.M. Cullen, Esq./
Paul R.M. Cullen, Esq.
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
Attorney for plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of September, 2015, an electronic copy of the foregoing **NOTICE OF APPEAL** was served on opposing counsel via the Court's electronic service system to the following counsel of record:

Darren T. Brenner, Esq.
Natalie L. Winslow, Esq.
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
akermanlas@akerman.com
Darren.brenner@akerman.com
Natalie.winslow@akerman.com

By: Paul R.M. Cullen, Esq.
An Employee of Noggle Law PLLC



CLERK OF THE COURT

1 **ASTA**
2 Robert B. Noggle, Esq.
3 Nevada Bar No.: 11427
4 Paul R.M. Cullen, Esq.
5 Nevada Bar No.: 12355
6 **NOGGLE LAW PLLC**
7 376 East Warm Springs Road, Ste. 140
8 Las Vegas, Nevada 89119
9 PH: 702-450-6300
10 Fax: 702-642-9766
11 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10
11 **KENNETH RENFROE,**

12 **Plaintiff,**

13 **vs.**

14 **LAKEVIEW LOAN SERVICING, LLC;**
15 **RECONTRUST COMPANY, N.A.; BRIAN J.**
16 **FERGUSON AND JENNIFER L. FERGUSON;**

17 **Defendants.**

CASE NO.: A-14-700520-C
DEPT NO.: III

18 **CASE APPEAL STATEMENT**

19 1. The Appellant filing this case appeal statement is Kenneth Renfroe.

20 2. The Judge issuing the judgment appealed from is the Honorable Judge Douglas W. Herndon.,
21
22 Dept. 3, Clark County District Court.

23 3. The parties to the proceedings in District Court are Plaintiff, Kenneth Renfroe and
24 Defendants, Lakeview Loan Servicing, LLC, Recontrust Company N.A.; Brian J. Ferguson; and Jennifer
25 L. Ferguson.

26 4. The parties to this Appeal are the Appellant, Kenneth Renfroe and the Respondent is Lakeview
27
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1 Loan Servicing, LLC

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3

4 5. Counsel for Appellants Kenneth Renfore is Robert B. Noggle, Esq. and Paul R.M. Cullen, Esq.
5 of Noggle Law PLLC; 376 East Warm Springs Road, Suite 140, Las Vegas, Nevada 89119; (702) 450-
6 6300. Counsel for Respondent Lakeview Loan Servicing, LLC is Darren T. Brenner, Esq. and Natalie
7 L. Winslow, Esq. from Akerman LLP; 1160 Town Center Drive, Suite 330, Las Vegas, Nevada 89144;
8 (702) 634-5000.

9

10 6. The attorneys for both the Plaintiff/Appellant and Defendant/Respondent are licensed in the
11 state of Nevada.

12 7. The Appellants were represented by retained counsel in the District Court;

13 8. The Appellants are represented by retained counsel on Appeal;

14 9. There are no orders granting leave to proceed *in forma pauperis*;

15

16 10. The Complaint was filed in District Court on May 9, 2014;

17 11. The Plaintiffs filed this action seeking quiet title to the real property from the former owner
18 and from all existing encumbrances on the property. The district court dismissed the case based on the
19 Supremacy and Property Clauses of the U.S. Constitution;

20 12. The case has not previously been the subject of an appeal or an original writ proceedings;

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22 13. The case does not involve child custody or visitation; and,

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14. The issues presented in this case are issues of first impression. For this reason, it is unlikely that this case can be settled.

DATED this 24th day of September 2015.

NOGGLE LAW PLLC
By: /s/ /Paul R.M. Cullen Esq./
Paul R.M. Cullen, Esq.
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 24th day of September 2015, I served a photocopy of the
3 foregoing **CASE APPEAL STATEMENT** via the courts electronic system to the below counsel of
4 record:
5

6 AKERMAN LLP
7 Darren T. Brenner, Esq.
8 Natalie L. Winslow, Esq.
9 1160 Town Center Drive, Suite 330
10 Las Vegas, Nevada 89144
11 *Attorneys for Defendant,*
12 *Lakeview Loan Servicing, LLC*

13 /s/ /Paul R.M. Cullen /
14 An Employee of NOGGLE LAW, PLLC
15
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DEPARTMENT 3
CASE SUMMARY
CASE NO. A-14-700520-C

Kenneth Renfro, Plaintiff(s)
vs.
Lakeview Loan Servicing, LLC, Defendant(s)

§
§
§
§
§

Location: **Department 3**
Judicial Officer: **Herndon, Douglas W.**
Filed on: **05/09/2014**
Cross-Reference Case Number: **A700520**

CASE INFORMATION

Case Type: **Title to Property**
Subtype: **Quiet Title**
Case Flags: **Appealed to Supreme Court**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-14-700520-C
Court Department 3
Date Assigned 05/09/2014
Judicial Officer Herndon, Douglas W.





PARTY INFORMATION

Plaintiff	Renfro, Kenneth	<i>Lead Attorneys</i> Noggle, Robert B, ESQ <i>Retained</i> 702-450-6300(W)
Defendant	Ferguson, Brian J Ferguson, Jennifer L Lakeview Loan Servicing, LLC	Brenner, Darren <i>Retained</i> 702-634-5000(W)
	Recontrust Company N A Removed: 01/31/2015 Dismissed	Brenner, Darren <i>Retained</i> 702-634-5000(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX













05/09/2014	 Lis Pendens Filed By: Plaintiff Renfro, Kenneth <i>Notice of Lis Pendens</i>	
05/09/2014	 Complaint Filed By: Plaintiff Renfro, Kenneth <i>Complaint</i>	
05/09/2014	Case Opened	
06/13/2014	 Affidavit of Service Filed By: Plaintiff Renfro, Kenneth <i>Affidavit of Service</i>	
06/13/2014	 Receipt of Copy Filed by: Plaintiff Renfro, Kenneth <i>Receipt of Copy</i>	

DEPARTMENT 3
CASE SUMMARY
CASE NO. A-14-700520-C











06/19/2014	 Declaration Filed By: Plaintiff Renfroe, Kenneth <i>Declaration of Service</i>
07/18/2014	 Affidavit of Attempted Service Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Attempts</i>
07/24/2014	 Default Filed By: Plaintiff Renfroe, Kenneth Default Prty: Defendant Lakeview Loan Servicing, LLC <i>(Set Aside 10/17/14) Default - Lakeview Loan Servicing LLC</i>
07/24/2014	 Default Filed By: Plaintiff Renfroe, Kenneth Default Prty: Defendant Recontrust Company N A <i>(Set Aside 8/25/14) Default - Recontrust Company NA</i>
07/29/2014	 Notice of Appearance Party: Defendant Recontrust Company N A <i>Notice of Apperance of Counsel - RECON</i>
07/29/2014	 Initial Appearance Fee Disclosure Filed By: Defendant Recontrust Company N A <i>Initial Appearance Fee Disclosure - RECON</i>
08/25/2014	 Stipulation and Order Filed by: Plaintiff Renfroe, Kenneth <i>Stipulation and Order to Set Aside Default of Recontrust Company, N.A.</i>
09/05/2014	 Ex Parte Motion Filed By: Plaintiff Renfroe, Kenneth <i>Ex Parte Motion to Enlarge Time for Service and Ex Parte Motion for Service by Publication</i>
09/05/2014	 Ex Parte Motion Filed By: Plaintiff Renfroe, Kenneth <i>Ex Parte Motion to Enlarge Time for Service and Ex Parte Motion for Service by Publication</i>
09/05/2014	 Affidavit of Due Diligence Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Due Diligence</i>
09/05/2014	 Affidavit of Due Diligence Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Due Diligence</i>
09/11/2014	 Order Granting Motion Filed By: Plaintiff Renfroe, Kenneth <i>Order Granting Motion for Enlargement of Time for Service and Motion for Service by Publication</i>
09/11/2014	 Order Granting Motion Filed By: Plaintiff Renfroe, Kenneth

DEPARTMENT 3
CASE SUMMARY
CASE NO. A-14-700520-C




Order Granting Motion for Enlargement of Time for Service and Motion for Service by Publication

09/15/2014	 Certificate of Mailing Filed By: Plaintiff Renfroe, Kenneth <i>Certificate of Mailing</i>
09/15/2014	 Certificate of Mailing Filed By: Plaintiff Renfroe, Kenneth <i>Certificate of Mailing</i>
10/14/2014	 Affidavit of Publication Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Publication</i>
10/17/2014	 Stipulation and Order Filed by: Plaintiff Renfroe, Kenneth <i>Stipulation and Order to Set Aside Default of Lakeview Loan Servicing, LLC</i>
10/17/2014	 Affidavit of Publication Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Publication</i>
11/14/2014	 Default Filed By: Plaintiff Renfroe, Kenneth <i>Default</i>
11/17/2014	 Affidavit of Publication Filed By: Plaintiff Renfroe, Kenneth <i>Affidavit of Publication</i>
11/20/2014	 Initial Appearance Fee Disclosure Filed By: Defendant Lakeview Loan Servicing, LLC <i>Initial Appearance Fee Disclosure</i>
11/20/2014	 Motion to Dismiss Filed By: Defendant Lakeview Loan Servicing, LLC <i>Lakeview Loan Servicing, LLC's Motion to Dismiss Complaint Based on the Supremacy and Property Clauses of the U.S. Constitution</i>
11/24/2014	 Default Filed By: Plaintiff Renfroe, Kenneth <i>Default</i>
12/15/2014	 Opposition to Motion to Dismiss Filed By: Plaintiff Renfroe, Kenneth <i>Opposition to Motion to Dismiss</i>
01/09/2015	 Stipulation and Order Filed by: Defendant Lakeview Loan Servicing, LLC <i>Stipulation and Order to Continue Hearing on Defendant Lakeview Loan Servicing, LLC's Motion to Dismiss</i>
01/12/2015	 Notice of Entry of Stipulation and Order

DEPARTMENT 3
CASE SUMMARY
CASE NO. A-14-700520-C

	Filed By: Defendant Lakeview Loan Servicing, LLC <i>Notice of Entry of Stipulation and Order to Continue Hearing on Defendant Lakeview Loan Servicing, LLC's Motion to Dismiss</i>
01/14/2015	 Reply in Support Filed By: Defendant Lakeview Loan Servicing, LLC <i>Lakeview Loan Servicing, LLC's Reply in Support of Motion to Dismiss Complaint Based on the Supremacy and Property Clauses of the U.S. Constitution</i>
01/21/2015	 Motion to Dismiss (9:00 AM) (Judicial Officer: Herndon, Douglas W.) <i>Lakeview Loan Servicing, LLC's Motion to Dismiss Complaint Based on the Supremacy and Property Clauses of the U.S. Constitution</i>
01/26/2015	 Motion Filed By: Plaintiff Renfroe, Kenneth <i>Motion for Reconsideration on Order Shortening Time</i>
01/31/2015	 Stipulation and Order for Dismissal Without Prejudice Filed By: Plaintiff Renfroe, Kenneth <i>Stipulation and Order</i>
01/31/2015	Order of Dismissal Without Prejudice (Judicial Officer: Herndon, Douglas W.) Debtors: Recontrust Company N A (Defendant) Creditors: Kenneth Renfroe (Plaintiff) Judgment: 01/31/2015, Docketed: 02/10/2015
02/02/2015	 Order Shortening Time Filed By: Plaintiff Renfroe, Kenneth <i>Order Shortening Time</i>
02/02/2015	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Plaintiff Renfroe, Kenneth <i>Notice of Entry of Order</i>
02/09/2015	 Opposition to Motion Filed By: Defendant Lakeview Loan Servicing, LLC <i>Lakeview Loan Servicing, LLC's Opposition To Motion For Reconsideration</i>
02/13/2015	 Reply to Opposition Filed by: Plaintiff Renfroe, Kenneth <i>Reply to Lakeview's Opposition to Plaintiff's Motion for Reconsideration on Order Shortening Time</i>
02/18/2015	 Motion For Reconsideration (9:00 AM) (Judicial Officer: Herndon, Douglas W.) <i>Plaintiff's Motion for Reconsideration on Order Shortening Time</i>
08/26/2015	 Order Granting Filed By: Defendant Lakeview Loan Servicing, LLC <i>Order Granting Lakeview Loan Servicing, LLC's Motion to Dismiss</i>
08/26/2015	Order of Dismissal (Judicial Officer: Herndon, Douglas W.) Debtors: Kenneth Renfroe (Plaintiff) Creditors: Lakeview Loan Servicing, LLC (Defendant) Judgment: 08/26/2015, Docketed: 09/02/2015

DEPARTMENT 3
CASE SUMMARY
CASE NO. A-14-700520-C

08/27/2015	 Order Granting Motion Filed By: Defendant Lakeview Loan Servicing, LLC <i>Order Granting Lakeview Loan Servicing, LLC's Motion to Dismiss</i>	
09/24/2015	 Notice of Appeal Filed By: Plaintiff Renfroe, Kenneth <i>Notice of Appeal</i>	
09/24/2015	 Case Appeal Statement Filed By: Plaintiff Renfroe, Kenneth <i>Case Appeal Statement</i>	

DATE	FINANCIAL INFORMATION	
	Defendant Recontrust Company N A	
	Total Charges	223.00
	Total Payments and Credits	223.00
	Balance Due as of 9/28/2015	0.00
	Defendant Lakeview Loan Servicing, LLC	
	Total Charges	223.00
	Total Payments and Credits	223.00
	Balance Due as of 9/28/2015	0.00
	Plaintiff Renfroe, Kenneth	
	Total Charges	294.00
	Total Payments and Credits	294.00
	Balance Due as of 9/28/2015	0.00

A-14-700520-C

III

(Assigned by Clerk's Office)

I. Party Information

Plaintiff **KENNETH RENFROE**
Attorney Robert Noggle, Esq.
376 E. Warm Springs Road, Ste. 140
Las Vegas NV 89119 (702) 450-6300

Defendants LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON and JENNIFER L. FERGUSON

Attorney N/A

II. Nature of Controversy EXEMPTION FROM ARBITRATION Title to Real Property

Civil Cases

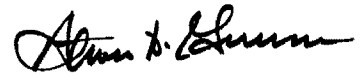
<p align="center">Real Property</p> <p><input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer</p> <p><input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens</p> <p><input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance</p> <p><input type="checkbox"/> Condemnation/Eminent Domain</p> <p><input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning</p>	<p align="center">Torts</p> <p align="center">Negligence</p> <p><input type="checkbox"/> Negligence – Auto</p> <p><input type="checkbox"/> Negligence – Medical/Dental</p> <p><input type="checkbox"/> Negligence – Premises Liability (Slip/Fall)</p> <p><input type="checkbox"/> Negligence – Other</p>	<p><input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability</p> <p><input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights</p> <p><input type="checkbox"/> Employment Torts (Wrongful termination)</p> <p><input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition</p>
<p align="center">Probate</p> <p>Estimated Estate Value: _____</p> <p><input type="checkbox"/> Summary Administration</p> <p><input type="checkbox"/> General Administration</p> <p><input type="checkbox"/> Special Administration</p> <p><input type="checkbox"/> Set Aside Estates</p> <p><input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee</p> <p><input type="checkbox"/> Other Probate</p>	<p align="center">Other Civil Filing Types</p> <p><input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General</p> <p><input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code</p> <p><input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal</p>	<p><input type="checkbox"/> Appeal from Lower Court <i>(also check applicable civil case box)</i> <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal</p> <p><input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding</p> <p><input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters</p>

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

- ☐ NRS Chapters 78-88
- ☐ Investments (NRS 104 Art. 8)
- ☐ Enhanced Case Mgmt/Business
- ☐ Commodities (NRS 90)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Other Business Court Matters
- ☐ Securities (NRS 90)
- ☐ Trademarks (NRS 600A)

/ S / Robert Noggle, Esq. /

Signature of initiating party or representative



CLERK OF THE COURT

ORDR

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: darren.brenner@akerman.com

*Attorneys for Defendant
Lakeview Loan Servicing, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

v.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON,

Defendants.

Case No.: A-14-700520-C

Dept. No. III

**ORDER GRANTING LAKEVIEW LOAN
SERVICING, LLC'S MOTION TO
DISMISS**

This Court heard Lakeview Loan Servicing, LLC's motion to dismiss complaint based on the Supremacy and Property Clauses of the U.S. Constitution on January 21, 2015. The Court granted the motion and Plaintiff filed a motion for reconsideration. On February 18, 2015, the court granted reconsideration and maintained its initial ruling by granting dismissal. Natalie Winslow appeared on behalf of Lakeview Loan Servicing, LLC, and Paul Cullen appeared on behalf of Kenneth Renfroe.

Plaintiff's motion for reconsideration was based upon the argument that the Court's ruling on the motion to dismiss was in error due to a misapplication of law. Plaintiff argued that the motion to dismiss should have been converted to a motion for summary judgment because there was no admissible evidence to show the loan in question was an FHA insured loan at the time of the foreclosure sale. Plaintiff argued the only evidence Lakeview provided to support the allegation the

1 loan was FHA insured was the deed of trust recorded on the property at the time the former owner
2 purchased the property. Plaintiff argued FHA has regulations that permit it to reject loans after a
3 loan is issued and that the recorded deed of trust was insufficient evidence to show FHA actually
4 insured the loan. Plaintiff argued that, at a minimum, Lakeview should be required to provide some
5 admissible evidence to support FHA actually insured the loan at the time of foreclosure. Such
6 evidence would convert the motion to dismiss into a motion for summary judgment which would
7 require some discovery to ascertain whether FHA insured the loan. Defendant argued the court
8 could take judicial notice of recorded documents and offered the Deed of Trust with an FHA case
9 number as evidence that the loan was insured by FHA. Lastly, Plaintiff pointed to other State
10 district Courts that had ruled the FHA insurance was not a bar to HOA foreclosure.

11 The Court granted rehearing based upon the theory there was a misapplication of law. The
12 Court then found that the deed of trust was sufficient evidence the loan was insured by
13 FHA. Further, the Court did not consider other state district courts' rulings persuasive and
14 maintained its stance that *Washington & Sandhill* applied barring the foreclosure based upon the
15 Supremacy Clause and Property Clause.

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ORDER

IT IS ORDERED that Plaintiff's motion for reconsideration is **GRANTED**.

IT IS FURTHER ORDERED that Lakeview Loan Servicing, LLC's motion to dismiss complaint based on the Supremacy and Property Clauses of the U.S. Constitution is **GRANTED**.


DATED this 18 day of August, 2015.



DISTRICT COURT JUDGE

Submitted by:

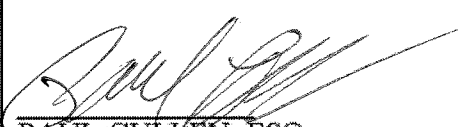
AKERMAN LLP



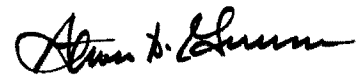
DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Lakeview Loan Servicing, LLC

Approved as to Form and Content by:

NOGGLE LAW



PAUL CULLEN, ESQ.
Nevada Bar No. 12355
376 E. Warm Springs Road
Suite 140
Las Vegas, Nevada 89119
Attorneys for Plaintiff



CLERK OF THE COURT

ORDR

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: darren.brenner@akerman.com

*Attorneys for Defendant
Lakeview Loan Servicing, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

v.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON,

Defendants.

Case No.: A-14-700520-C

Dept. No. III

**ORDER GRANTING LAKEVIEW LOAN
SERVICING, LLC'S MOTION TO
DISMISS**

This Court heard Lakeview Loan Servicing, LLC's motion to dismiss complaint based on the Supremacy and Property Clauses of the U.S. Constitution on January 21, 2015. Darren Brenner appeared on behalf of Lakeview Loan Servicing, LLC, and Paul Cullen appeared on behalf of Kenneth Renfroe. The Court, having read the briefing and heard the arguments of counsel, finds as follows:

FINDINGS OF FACT


1. Brian and Jennifer Ferguson (the **borrowers**) purchased property located at 7736 Beach Falls Court, Las Vegas, Nevada 89149 in May of 2008.
2. The borrowers borrowed \$172,296.00 from Countrywide Bank, FSB to finance the purchase.
3. The deed of trust indicates it is an FHA insured mortgage, and contains an FHA case number.

1 the United States. The mortgage interest, combined with the mortgagee's obligation to convey title
2 to the federal government if the borrower defaults, creates a federal protected by the Property
3 Clause. *Washington & Sandhill Homeowners Ass'n v. Bank of America, N.A.*, No. 2:13-cv-01845-
4 GMN-GWF, 2014 WL 4798565, at *6 (D. Nev. Sept. 25, 2014). An HOA cannot foreclose on the
5 property, including the FHA's property interest in the deed of trust.

6 **ORDER**

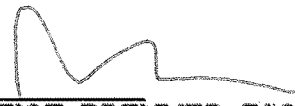
7 **IT IS ORDERED** that Lakeview Loan Servicing, LLC's motion to dismiss complaint based
8 on the Supremacy and Property Clauses of the U.S. Constitution is **GRANTED**.

9 DATED this 27 day of August, 2015.

10
11 
12 DISTRICT COURT JUDGE


13 Submitted by:

14 **AKERMAN LLP**

15 
16 **DARRENT T. BRENNER, ESQ.**
17 Nevada Bar No. 8386
18 **NATALIE L. WINSLOW, ESQ.**
19 Nevada Bar No. 12125
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Lakeview Loan Servicing, LLC

20 Approved as to Form and Content by:

21 **NOGGLE LAW**

22 
23 **PAUL CULLEN, ESQ.**
24 Nevada Bar No. 12355
25 376 E. Warm Springs Road
Suite 140
Las Vegas, Nevada 89119
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

January 21, 2015

A-14-700520-C Kenneth Renfroe, Plaintiff(s)
vs.
Lakeview Loan Servicing, LLC, Defendant(s)

January 21, 2015 9:00 AM Motion to Dismiss

HEARD BY: Herndon, Douglas W. **COURTROOM:** RJC Courtroom 16C

COURT CLERK: Tia Everett
Deborah Miller

RECORDER: Sara Richardson

REPORTER:

PARTIES

PRESENT: Brenner, Darren Attorney
CULLEN, PAUL Attorney

JOURNAL ENTRIES

- Mr. Brenner stated Defendant is requesting the Court adopt the decision by Judge Navarro in the Washington v. Sandhill case which found that the FSR decision and a Chapter 116 foreclosure does not apply to FHA loans as the FHA loan is governed by Federal law. Mr. Brenner argued in further support of motion stating title is void under the Supremacy and Property Clauses. Opposition by Mr. Cullen, stating Lakeview is not a federal agency; and the Property Clause is not supported. COURT ORDERED, Motion GRANTED. Mr. Brenner to prepare order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

February 18, 2015

A-14-700520-C	Kenneth Renfroe, Plaintiff(s)
	vs.
	Lakeview Loan Servicing, LLC, Defendant(s)

**February 18, 2015 9:00 AM Motion For
Reconsideration**

HEARD BY: Herndon, Douglas W. **COURTROOM:** RJC Courtroom 16C

COURT CLERK: Keri Cromer

RECORDER: Sara Richardson

REPORTER:

PARTIES

PRESENT: CULLEN, PAUL Attorney
 Winslow, Natalie L Attorney

JOURNAL ENTRIES

- Court inquired as to what was new to reconsider. Mr. Cullen stated different departments had differing opinions on the matter and that the Courts prior ruling was based upon a motion for summary judgment as opposed to a motion to dismiss. Arguments by counsel regarding whether or not to bar the FHA insured loan from foreclosure. Applicable statute cited. Court stated its findings and ORDERED, Motion GRANTED.



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

ROBERT B. NOGGLE, ESQ.
376 E. WARM SPRINGS RD., STE. 140
LAS VEGAS, NV 89119

DATE: September 28, 2015
CASE: A700520

RE CASE: KENNETH RENFROE vs. LAKEVIEW LOAN SERVICING, LLC; BRIAN J. FERGUSON; JENNIFER L. FERGUSON

NOTICE OF APPEAL FILED: September 24, 2015

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; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; TWO (2) ORDER GRANTING LAKEVIEW LOAN SERVICING, LLC'S MOTION TO DISMISS; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

KENNETH RENFROE,

Plaintiff(s),

vs.

LAKEVIEW LOAN SERVICING, LLC;
BRIAN J. FERGUSON; JENNIFER L.
FERGUSON,

Defendant(s),

Case No: A700520

Dept No: III

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 28 day of September 2015.

Steven D. Grierson, Clerk of the Court

Mary Kielty

Mary Kielty, Deputy Clerk