

CLERK OF THE COURT

**NEOJ**  
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  
natalie.winslow@akerman.com

*Attorneys for Defendant*  
*Lakeview Loan Servicing, LLC*

**EIGHTH JUDICIAL 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

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

PLEASE TAKE NOTICE that the Order Granting Lakeview Loan Servicing, LLC's Motion  
To Dismiss has been entered on August 27, 2015, a copy of which is attached hereto.

DATED this 8th day of October, 2015.

**AKERMAN LLP**

/s/ Natalie L. Winslow

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 Defendant Lakeview Loan Servicing, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 8th day of October, 2015 and pursuant to NRCP 5, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING LAKEVIEW LOAN SERVICING, LLC's MOTION TO DISMISS**, in the following manner:

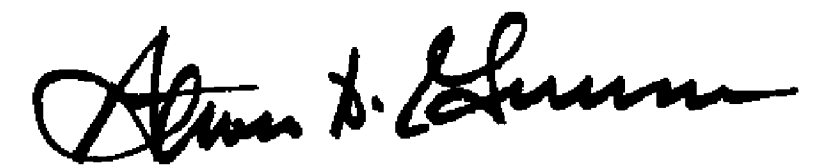
**(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof & served through the Notice Of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

Robert B. Noggle, Esq.  
LAW OFFICES OF NOGGLE LAW PLLC  
376 East Warm Springs Road, Suite 140  
Las Vegas, Nevada 89144

*Attorneys for Plaintiff Kenneth Renfroe*

*/s/ Allen G. Stephens*

\_\_\_\_\_  
An employee of AKERMAN LLP



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  
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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.

11. The taxable value of the property at the time of the sale was \$135,580.00


E. The FHA insurance on Lakeview's deed of trust causes the security interest to be property of

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**

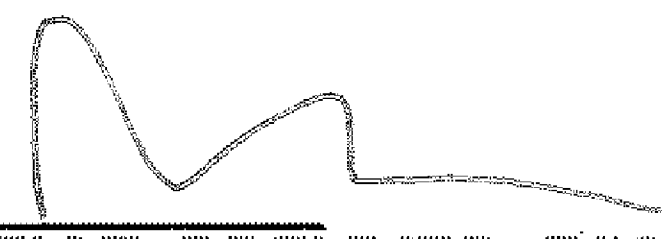
7 **IT IS ORDERED** that Lakeview Loan Servicing, LLC's motion to dismiss complaint based  
8 on the Supremacy and Property Clauses of the U.S. Constitution is **GRANTED**.

9 DATED this 27 day of August, 2015.

10  
11   
12 DISTRICT COURT JUDGE


13 Submitted by:

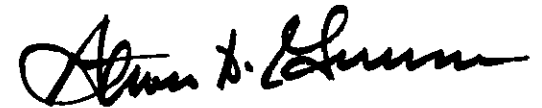
14 **AKERMAN LLP**

15   
16 DARREN 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  
26 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  
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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

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{30311546;1}



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2 to the federal government if the borrower defaults, creates a federal protected by the Property  
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4 GMN-GWF, 2014 WL 4798565, at \*6 (D. Nev. Sept. 25, 2014). An HOA cannot foreclose on the  
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6 **ORDER**

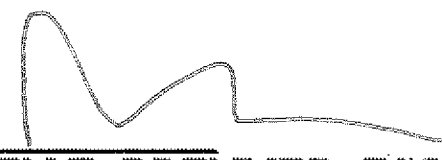
7 **IT IS ORDERED** that Lakeview Loan Servicing, LLC's motion to dismiss complaint based  
8 on the Supremacy and Property Clauses of the U.S. Constitution is **GRANTED**.

9 DATED this 27 day of August, 2015.

10  
11   
12 DISTRICT COURT JUDGE


13 Submitted by:

14 **AKERMAN LLP**

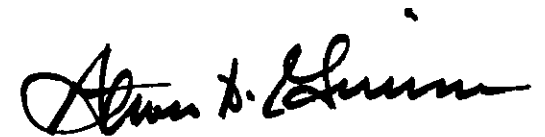
15   
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17 Nevada Bar No. 8386  
18 NATALIE L. WINSLOW, ESQ.  
19 Nevada Bar No. 12125  
1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144  
*Attorneys for Lakeview Loan Servicing, LLC*

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  
26 Suite 140  
Las Vegas, Nevada 89119  
*Attorneys for Plaintiff*





CLERK OF THE COURT

**COMP**

Robert B. Noggle, Esq.  
Nevada Bar No.: 11427  
LAW OFFICES OF  
NOGGLE LAW PLLC  
376 East Warm Springs Rd., Ste. 140  
Las Vegas, Nevada 89119  
PH: 702-450-6300/Fax: 702-642-9766  
Attorney for Plaintiff

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

**Exempt From Arbitration: Concerns Title to  
Property**

**COMPLAINT**

Plaintiff, Kenneth Renfro, by and through his attorney, Robert B. Noggle, Esq., alleges as follows:

1. Plaintiff is the owner of the real property commonly known as 7736 Beach Falls Court, Las Vegas, Nevada.

2. Plaintiff obtained title by way of foreclosure deed recorded on April 21, 2014.

3. The plaintiff's title derives from a foreclosure deed arising from a delinquency in assessments due from the former owner to the Desert Creek HOA, pursuant to NRS Chapter 116.

4. Defendant Lakeview Loan Servicing, LLC is the current beneficiary of a deed of trust which was recorded as an encumbrance to the subject property on May 27, 2008.

5. Defendant Recontrust Company, N.A. is the trustee on the deed of trust.

1           6. Brian J. Ferguson and Jennifer L. Ferguson are the former owners of the subject real  
2 property.

3           7. The interest of each of the defendants has been extinguished by reason of the foreclosure  
4 sale resulting from a delinquency in assessments due from the former owners, Brian J. Ferguson and  
5 Jennifer L. Ferguson to the Desert Creek HOA, pursuant to NRS Chapter 116.  
6

7           8. The plaintiff is entitled to an award of attorney's fees and costs.

8                                   **FIRST CLAIM FOR RELIEF**

9           9. Plaintiff repeats the allegations contained in paragraphs 1 through 8.

10          10. Plaintiff is entitled to a determination from this court, pursuant to NRS 40.010 that the  
11 plaintiff is the rightful owner of the property and that the defendants have no right, title, interest or  
12 claim to the subject property.  
13

14          11. The plaintiff is entitled to an award of attorney's fees and costs.

15                                   **SECOND CLAIM FOR RELIEF**

16          12. Plaintiff repeats the allegations contained in paragraphs 1 through 11.

17          13. Plaintiff seeks a declaration from this court, pursuant to NRS 40.010, that title in the  
18 property is vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein  
19 have no estate, right, title or interest in the property, and that defendants are forever enjoined from  
20 asserting any estate, title, right, interest, or claim to the subject property adverse to the plaintiff.  
21

22          14. The plaintiff is entitled to an award of attorney's fees and costs.

23          WHEREFORE, plaintiff prays for Judgment as follows:  
24

25          1. For a determination and declaration that plaintiff is the rightful holder of title to the  
26 property, free and clear of all liens, encumbrances, and claims of the defendants.  
27  
28

2. For a determination and declaration that the defendants have no estate, right, title, interest or claim in the property.

3. For a judgment forever enjoining the defendants from asserting any estate, right, title, interest or claim in the property; and

4. For such other and further relief as the Court may deem just and proper.

DATED this 9<sup>th</sup> day of May, 2014.

NOGGLE LAW PLLC

By: / s / Robert B. Noggle, Esq. /  
Robert B. Noggle, Esq.  
376 East Warm Springs Road, Ste. 140  
Las Vegas, Nevada 89119  
Attorney for Plaintiff

VERIFICATION

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN BERNARDINO )

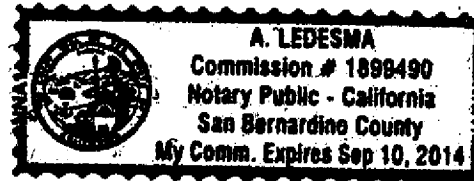
KENNETH RENFROE, being first duly sworn, deposes and says: that he is the Plaintiff in the above-entitled action. He has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes them to be true.

Dated this 9<sup>th</sup> day of April, 2014

Kenneth Renfro  
By: KENNETH RENFROE

SUBSCRIBED and SWORN to before me  
this 9 day of April, 2014

Alecksma  
NOTARY



1 **IAFD**  
2 Robert B. Noggle, Esq.  
3 Nevada Bar No.: 11427  
4 LAW OFFICES OF  
5 NOGGLE LAW PLLC  
6 376 East Warm Springs Rd., Ste. 140  
7 Las Vegas, Nevada 89119  
8 PH: 702-450-6300/Fax: 702-642-9766  
9 Attorney for Plaintiff

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA

8 KENNETH RENFROE,  
9 Plaintiff,

CASE NO.:  
DEPT NO.:

10 vs.

11 LAKEVIEW LOAN SERVICING, LLC;  
12 RECONTRUST COMPANY, N.A.; BRIAN J.  
13 FERGUSON AND JENNIFER L. FERGUSON,  
14 Defendants

15 **INITIAL APPEARANCE FEE DISCLOSURE**

16 Pursuant to NRS Chapter 19, filing fees are submitted for the party appearing in the above  
17 entitled action as indicated below:

18 KENNETH RENFROE, plaintiff \$270  
19 TOTAL REMITTED: \$270

20 DATED this 9<sup>th</sup> day of May, 2014.

21 LAW OFFICE OF  
22 NOGGLE LAW PLLC

23 By: / s / Robert B. Noggle, Esq. /  
24 Robert B. Noggle, Esq.  
25 376 East Warm Springs Road, Ste. 140  
26 Las Vegas, Nevada 89119  
27 Attorney for Plaintiff  
28

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

KENNETH RENFROE,

Plaintiff,

vs.

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

Defendants.

No. 68907

Electronically Filed  
Dec 03 2015 08:47 a.m.

DOCKETING STATEMENT  
CIVIL APPEALS

Tracie K. Lindeman  
Clerk of Supreme Court

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department III  
County Clark Judge Douglas W. Herndon  
District Ct. Case No. A-14-700520-C

**2. Attorney filing this docketing statement:**

Attorney Brad D. Bace Telephone 702-450-6300

Firm Noggle Law, PLLC

Address 376 E. Warm Springs Road, Suite #140 Las Vegas, NV 89119

Client(s) Kenneth Renfroe

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Darren T. Brenner Telephone 702-634-5000

Firm Akerman LLP

Address 1160 Town Center Drive, Suite 330 Las Vegas, NV 89144

Client(s) Lakeview Loan Servicing, LLC

Attorney Natalie L. Winslow Telephone 702-634-5000

Firm Akerman LLP

Address 1160 Town Center Drive, Suite 330 Las Vegas, NV 89144

Client(s) Lakeview Loan Servicing, LLC

(List additional counsel on separate sheet if necessary)



**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input checked="" type="checkbox"/> Dismissal:                          |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction                           |
| <input type="checkbox"/> Summary judgment                   | <input checked="" type="checkbox"/> Failure to state a claim            |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____                         |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Other disposition (specify): _____             |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Plaintiff filed an action for quiet title and declaratory relief after it purchased a real property at a foreclosure sale conducted pursuant to NRS Chapter 116. It is the Plaintiff's position that the foreclosure sale extinguished all outstanding liens on the property. The Deed of Trust on the Property indicates that it is an FHA insured mortgage. Lakeview moved to dismiss arguing that deed of trust was protected under both the Supremacy Clause and the Property Clause. The lower court granted Lakeview's motion.

**9. Issues on appeal.** State specifically all issues in this appeal (attach separate sheets as necessary):

1. Does an FHA insured loan implicate the Supremacy Clause?
2. Does an FHA insured loan implicate the Property Clause?
3. Do the Supremacy and Property Clauses protect an FHA insured loan from the effects of an HOA foreclosure?
4. Does FHA insurance convert a security interest into property of the United States?
5. Does Respondent have standing to assert Supremacy Clause and Property Clause protections when it has failed to show that the loan is still federally insured?
6. Can Respondent assert HUD's rights when HUD is not a party to the action?
7. Is Respondent required to convey the property to HUD before potential Supremacy Clause and Property Clause protections are triggered?
8. Did the lower court err by not converting the motion to dismiss into a Rule 56 motion for summary judgment?

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Appellant is unaware of specific case names and numbers, but is informed and believes that there are numerous substantially similar cases on appeal.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☒ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: Respondent argues that the Supremacy Clause and Property Clause each protect its deed of trust from the effects of an HOA foreclosure under NRS 116.

**13. Trial.** If this action proceeded to trial, how many days did the trial last? 0

Was it a bench or jury trial? N/A

**14. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
No

## TIMELINESS OF NOTICE OF APPEAL

**15. Date of entry of written judgment or order appealed from** Aug 27, 2015

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**16. Date written notice of entry of judgment or order was served** Oct 8, 2015

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**18. Date notice of appeal filed** Sep 24, 2015

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

**SUBSTANTIVE APPEALABILITY**

**20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order:  
NRAP 3A(b)(1) permits appeal of a final judgment in an action; the order granting Lakeview's motion to dismiss is a final judgment in the underlying case.

**21. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

1. Kenneth Renfroe
2. Lakeview Loan Servicing, LLC
3. Brian J. Ferguson
4. Jennifer L. Ferguson

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

Brian J. Ferguson and Jennifer L. Ferguson were both served and defaulted

**22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

1. Renfroe - Quiet Title/Declaratory Relief - Complaint dismissed 8/27/15

**23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**24. If you answered "No" to question 23, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**  
Order is independently appealable under NRAP 3A(b)

**26. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order



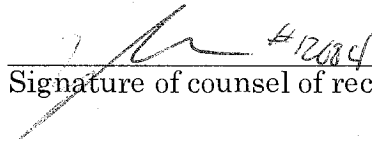
## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Kenneth Renfroe  
Name of appellant

Robert Noggle, Esq.  
Name of counsel of record

Dec 2, 2015  
Date

 #12084  
Signature of counsel of record

Clark County, NV  
State and county where signed

## CERTIFICATE OF SERVICE

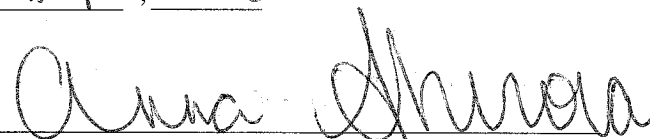
I certify that on the 2<sup>nd</sup> day of DECEMBER, 2015, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

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LAS VEGAS, NV 89144

Dated this 2<sup>nd</sup> day of DECEMBER, 2015

  
Signature