UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Arthur J. Bayer, Jr., et al. v. Nationstar Mortgage LLC, et al.

Bayer · No. 3:25-cv-00429-MMD-CSD · Decided November 21, 2025

SUMMARY

The United States District Court for the District of Nevada grants Defendants' motion to dismiss Plaintiffs' complaint arising from a mortgage loan, servicing disputes, and alleged wrongful foreclosure. The court dismisses claims premised on Defendants' lack of authority or interest in the loan with prejudice based on claim preclusion, and dismisses the remaining claims for failure to state a claim, allowing amendment within 30 days. The court also grants judicial notice and denies as moot Plaintiffs' motion to expedite an emergency injunction and denies their motion for entry of clerk's default.

CASE DETAILS

COURT	United States District Court for the District of Nevada
JURISDICTION	United States District Court for the District of Nevada
DECIDED	November 21, 2025
DOCKET	3:25-cv-00429-MMD-CSD
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs filed a federal action asserting numerous claims arising from an allegedly defective mortgage servicing history and wrongful foreclosure. Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6) and requested judicial notice of recorded loan documents and related state-court proceedings. The court granted judicial notice, granted the motion to dismiss, dismissed the complaint in its entirety, dismissed claims based on defendants' lack of authority or interest in the loan with prejudice, and granted leave to amend other potentially viable claims.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true but does not assume the truth of legal conclusions; the complaint must contain sufficient factual matter to state a plausible claim for relief. The court may consider public records and judicial proceedings without converting the motion into one for summary judgment.
PRECEDENTIAL VALUE	unknown

PARTIES	Arthur J. Bayer, Jr., Arthur J. Bayer, Jr., as trustee of the Bayer Family Revocable Trust 2006 v. Nationstar Mortgage LLC dba Mr. Cooper, Mortgage Electronic Registration Systems, Inc., Wells Fargo Bank, N.A., as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass Through Certificates, Series 2007-3, Affinia Default Services, LLC

TOPICS

motions to dismiss · pleadings · res judicata · wrongful foreclosure · quiet title

PRACTICE AREAS

civil procedure · mortgages · wrongful foreclosure · consumer protection · remedies

QUESTIONS PRESENTED

1. Whether the court could take judicial notice of recorded loan documents and related state-court proceedings when deciding the Rule 12(b)(6) motion.
2. Whether the complaint stated any cognizable claim for relief under Federal Rule of Civil Procedure 12(b)(6).
3. Whether claim-preclusion principles barred claims asserting or relying on the contention that defendants lacked authority or an interest in the note, deed of trust, or loan.
4. Whether defendants' statute-of-limitations arguments required dismissal of the asserted claims.

HOLDINGS

1. The court may take judicial notice of recorded deeds of trust, assignments, petitions, and related state-court proceedings without converting a Rule 12(b)(6) motion into a motion for summary judgment.
2. The complaint failed to state a claim because it was largely incomprehensible, improperly lumped multiple theories together, asserted remedies as causes of action, and did not provide distinct factual allegations showing what each defendant did to violate plaintiffs' rights.
3. Claims asserting or relying on the contention that defendants lacked authority or an interest in the note, deed of trust, or loan were barred by claim-preclusion principles and were dismissed with prejudice.

KEY QUOTATIONS

> *"Under Federal Rule of Civil Procedure 8(a), a pleading need only "a short and plain statement of the claim showing that the pleader is entitled to relief.""* (at 6)

> *"To the extent that Plaintiffs' claims assert or rely on the assertion that Defendants lack such authority, those claims are dismissed with prejudice, as amendment would be futile."* (at 8)

FACTUAL BACKGROUND

In January 2007, Arthur J. Bayer executed a deed of trust securing an $850,000 promissory note on Nevada property. Plaintiffs alleged that the note and deed of trust were separated, loan transfers were inadequately documented, Nationstar mishandled servicing and payments, and defendants issued notices of default despite plaintiffs' assertion that no default occurred. Plaintiffs later pursued Nevada foreclosure mediation, during which the state courts determined that Wells Fargo was the beneficiary of the deed of trust and that the respondents' authority to enforce the loan had been established.

PROCEDURAL HISTORY

Plaintiffs previously pursued foreclosure mediation proceedings in Nevada state court. The state district court denied default-related relief, adopted the mediator's recommendation, directed issuance of a foreclosure certificate, and dismissed the mediation petition; the Nevada Court of Appeals affirmed, and an en banc petition was denied. Plaintiffs then filed this federal action. The federal court dismissed the complaint under Rule 12(b)(6), concluding that it was largely incomprehensible and failed to state cognizable claims, while holding that claims premised on defendants' lack of authority or interest in the loan were precluded and could not be cured by amendment.

DISPOSITION

dismissed

CASES CITED

- Bayer v. Nationstar Mortg. LLC, No. 87244-COA, 2024 WL 4879125 (Nev. Ct. App. Nov. 22, 2024)
- Khoja v. Orexigen Therapeutics, Inc., 899 F.3d 988, 998 (9th Cir. 2018)
- Lee v. City of Los Angeles, 250 F.3d 668, 689 (9th Cir. 2001)
- Porter v. Ollison, 620 F.3d 952, 955 n.1 (9th Cir. 2010)
- Dawson v. Mahoney, 451 F.3d 550, 551 n.1 (9th Cir. 2006)
- Rosales-Martinez v. Palmer, 753 F.3d 890, 894 (9th Cir. 2014)
- Allen v. Wilmington Tr., N.A., No. 3:17-cv-00154-LRH-WGC, 2017 WL 3496481, at *3 (D. Nev. Aug. 15, 2017), aff'd, 735 F. App'x 422 (9th Cir. Aug. 22, 2018)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Huffman v. Lindgren, 81 F.4th 1016, 1020-21 (9th Cir. 2023)
- Gardner v. Sage Ridge Sch., No. 3:24-CV-00403-CLB, 2025 WL 384563, at *5 (D. Nev. Feb. 4, 2025)
- Knapp v. Hogan, 738 F.3d 1106, 1109 (9th Cir. 2013)
- Boca Park Marketplace Syndications Group, LLC v. Higco, Inc., 407 P.3d 761, 763 (Nev. 2017)
- Five Star Capital Corp. v. Ruby, 194 P.3d 709, 713 (Nev. 2008)
- Glass v. Select Portfolio Servicing, Inc., 2023 WL 4838231 (Nev. App. 2023)
- Gen. Improvement Dist. v. B-Neva, Inc., 606 P.2d 176, 178 (Nev. 1980)
- Stacey v. Nationstar Mortg., LLC, No. 219CV00274GMNNJK, 2019 WL 2375125, at *3-4 (D. Nev. June 5, 2019)

OPINION

2 3 UNITED STATES DISTRICT COURT 4 DISTRICT OF NEVADA 5 * * * 6 ARTHUR J. Bayer, Jr., et al., Case No. 3:25-cv-00429-MMD-CSD 7 Plaintiffs, ORDER v. 8 NATIONSTAR MORTGAGE LLC, et al., 9 Defendants. 10 11 I. SUMMARY 12 Plaintiffs1 Arthur J. Bayer, Jr. ("Bayer"), appearing individually, and Arthur J. Bayer 13 Jr., as trustee of the Bayer Family Revocable Trust 2006 ("the Trust"), bring this action 14 against Defendants Nationstar Mortgage LLC dba Mr. Cooper ("Nationstar"); Mortgage 15 Electronic Registration Systems, Inc. ("MERS"); Wells Fargo Bank, N.A., as Trustee for 16 Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass Through Certificates, 17 Series 2007-3 ("Wells Fargo") (collectively, "Defendants"); and Affinia Default Services, 18 LLC, alleging various claims arising from Plaintiffs' alleged default on a mortgage and 19 subsequent wrongful foreclosure.

(ECF No. 1 ("Complaint").) Defendants filed a motion 20 to dismiss (ECF No. 14 ("Motion"))2 and an accompanying request for judicial notice (ECF 21 No. 15). For the reasons addressed below, the Court grants the request for judicial notice 22 and grants the Motion.3 23 24 1The Court notes that Bayer is an attorney barred in the State of Nevada. (ECF No. 1 at 1); see also State Bar of Nevada, Find a Lawyer, https://perma.cc/GEJ2-KLM5 25 (last visited Nov.

20, 2025). Bayer appears as counsel for himself and for the Trust, along with co-counsel. (ECF No. 11.) 26 2Plaintiffs responded (ECF No. 21) and Defendants replied (ECF No. 24). 27 3Also pending before the Court is Plaintiffs' motion to expedite emergency motion 28 to enjoin (ECF No. 4), which the Court denies as moot in light of its ruling on Defendants' Motion.

Plaintiffs also filed a motion for Clerk's entry of default against Defendant Affinia 2 In January 2007, Bayer5 executed a deed of trust ("Deed of Trust") recorded 3 against real property located at 6574 Champetre Court, Reno, Nevada 89511 4 ("Property"), securing repayment of a $850,000 promissory note ("Note," together with the 5 Deed of Trust, "Loan"). (ECF No. 1 at 3, 8.)

According to the Deed of Trust, Guild 6 Mortgage Company was the lender, and MERS was a beneficiary.6 (Id. at 10.) 7 Due to the financial crisis in 2008 and Bayer's limited income, Bayer sought to 8 refinance the Property at a lower interest rate. (Id. at 9.) Eventually, in 2016, Bayer 9 received approval for a new loan with Guild Mortgage. (Id.)

However, it was impossible 10 for Plaintiffs to refinance the Property due to Bayer's limited income and chain of title 11 issues. (Id.) After Bayer obtained his mortgage, the Note and Deed of Trust were 12 separated, and his loan was sold, reassigned, or transferred, but not documented, 13 resulting in a break in chain of title. (Id. at 11.) Plaintiffs' loan was transferred and sold 14 multiple times, and Defendants and its predecessors failed to provide the assignments 15 and documentation of the loan servicers to Plaintiffs.

(Id. at 4.) Nationstar took over loan 16 servicing for Bank of America in 2013, and it failed to accept Plaintiffs' payments and 17 committed extensive accounting errors and omissions. (Id.) Plaintiffs started to receive 18 notices of default from Nationstar starting in November 2017, but Plaintiffs were never in 19 default. (Id. at 25.) Plaintiffs eventually had to put the Property up for sale to avoid a forced 20 foreclosure and short sale.

(Id. at 5.) 21 In January 2020, Plaintiffs filed a petition in the Second Judicial District Court of 22 the State of Nevada, Washoe County, seeking to participate in the Foreclosure Mediation 23 24 Default Services, LLC ("ADS"). (ECF No. 28.)

The Court agrees with ADS's response to that motion (ECF No. 39) and will deny the motion. 25 4The following facts are adapted from the Complaint (based on what the Court can 26 discern) and public records of the state court proceedings of which the Court takes judicial notice, see infra. 27 5Plaintiffs' Complaint uses Plaintiff and Plaintiffs' inconsistently.

The Court will 28 prefer to Plaintiffs collectively because there are two parties filing this action. 2 Trust. (ECF Nos. 1 at 47; 15-4 at 2.) Bayer then filed a motion in state court in which he 3 argued that respondents failed to answer his petition and asked the district court to enter 4 default judgment and impose sanctions.

The district court denied this motion, because it 5 found that Nationstar answered his petition, default was not permitted under the 6 Foreclosure Mediation Rules (FMR), and sanctions were not warranted. Bayer v. 7 Nationstar Mortg. LLC, No. 87244-COA, 2024 WL 4879125, at * 1 (Nev. Ct. App. Nov. 8 22, 2024) (en banc petition denied). At mediation, the parties did not come to an 9 agreement.

The mediator recommended that the court direct the issuance of a foreclosure 10 certificate and dismiss Bayer's petition for foreclosure mediation assistance. Id. 11 After mediation, Bayer filed a request for judicial review under FMR 20(2) and 12 raised several arguments that the district court ultimately found were not supported by 13 evidence. Id. at *2.

The court entered a written order adopting the mediator's statement 14 and dismissing Bayer's petition for foreclosure mediation. Id. Bayer subsequently 15 appealed the district court's decision to direct issuance of the foreclosure certificate, 16 dismiss his petition for foreclosure mediation assistance, and reject his request for 17 sanctions. Bayer argued that Wells Fargo was not the actual beneficiary of the Deed of 18 Trust and that all respondents lacked authority to enforce the Note or the Deed of 19 Trust.

Id. The court of appeals affirmed the district court, noting that Wells Fargo was the 20 beneficiary of the Deed of Trust, because MERS, the original beneficiary, executed an 21 assignment in favor of Nationstar, and Nationstar subsequently executed an assignment 22 in favor of Wells Fargo. Id. Bayer also argued on appeal that he did not default on the 23 loan and "raise[d] several arguments concerning respondents’ business activities,” but 24 the court declined to address them as beyond the scope of the district court’s review.

Id. 25 at *3. 26 27 28 2 to bring sixteen claims for relief7: (1) breach of contract; (2) breach of servicing 3 obligations/negligence; unfair and deceptive practices; elder abuse; (3) statutory 4 violations; (4) unjust enrichment; alternate remedy; false pretenses; (5) breach of the 5 covenant of good faith and fair dealing; bad faith; (6) violation of 15 U.S.C. 1681(c), et 6 seq.; laches/undue delay; equitable estoppel; (7) violations of 15 U.S.C. § 1692(e); false/ 7 misleading/deceptive representations; (8) no default/foreclosure; (9) negligent/intentional 8 misrepresentations; (10) unfair practices in violation of 15 U.S.C. § 1692(f); (11) 9 intentional infliction of emotional distress; (12) negligent infliction and emotional distress; 10 (13) misrepresentation/void assignments; (14) punitive damages under NRS 42.005; (15) 11 declaratory relief; injunctive relief; and (16) quiet title.

12 III. DISCUSSION 13 A. Request for Judicial Notice 14 The Court will first address Defendants’ request for judicial notice. Defendants 15 request that the Court take judicial notice of copies of the Deed of Trust, Corporate 16 Assignments of the Deed of Trust, and the petition for Foreclosure Mediation Assistance 17 filed by Bayer with accompanying exhibits.

(ECF No. 15.) Plaintiffs did not oppose the 18 request. 19 The Court generally “may not consider material outside the pleadings when 20 assessing the sufficiency of a complaint under Rule 12(b)(6).” Khoja v. Orexigen 21 Therapeutics, Inc., 899 F.3d 988, 998 (9th Cir. 2018). When “‘matters outside the pleading 22 are presented to and not excluded by the court,’ the 12(b)(6) motion converts into a motion 23 for summary judgment under Rule 56.” Id. (quoting Fed.

R. Civ. P. 12(d)). The Court may, 24 however, take judicial notice of matters of public record without converting a motion to 25 dismiss into one for summary judgment. Lee v. City of Los Angeles, 250 F.3d 668, 689 26 27 7Defendants indicate in their Motion—and the Court agrees—that while Plaintiffs purport to raise sixteen claims for relief, many claims contain more than one claim for 28 relief.

(ECF No.14 at 5.) 2 assignments of the Deed of Trust, as these documents are matters of public record. (ECF 3 Nos. 15-1, 15-2, 15-3.) The Court also takes judicial notice of the petition Plaintiffs filed in 4 state court for Foreclosure Mediation Assistance and state court proceedings8. (ECF No. 5 15-4.) See Porter v. Ollison, 620 F.3d 952, 955 n.1 (9th Cir.

2010) (taking judicial notice 6 of a petition that was filed in state court); Dawson v. Mahoney, 451 F.3d 550, 551 n.1 (9th 7 Cir. 2006) (“We take judicial notice of the Montana state court orders and proceedings.”); 8 see also Rosales-Martinez v. Palmer, 753 F.3d 890, 894 (9th Cir. 2014) (“It is well 9 established that we may take judicial notice of judicial proceedings in other courts.”).

10 B. Motion to Dismiss9 11 As an initial matter, the Court generally agrees with Defendants that Plaintiffs have 12 failed to state a claim that would entitle them to relief. Plaintiffs' Complaint is largely 13 incomprehensible and rife with errors.

For example, Plaintiffs' second claim for relief 14 contains a hodgepodge of claims for "Breach of Servicing Obligations/Negligence; Unfair 15 and Deceptive Practices; Elder Abuse." (ECF No. 1 at 51.) Plaintiffs' third claim for relief 16 is for "Statutory Violations," and lists over a dozen federal and state regulations and 17 statutes that they allege Defendants have violated.

(Id. at 54-55.) Plaintiffs' fourteenth 18 claim for relief is for "punitive damages," which is not a cause of action. (Id. at 65-66.) 19 8Defendants cite to the related state court order throughout its Motion. The Court 20 takes judicial notice of this order. See Allen v. Wilmington Tr., N.A., No. 3:17-cv-00154- LRH-WGC, 2017 WL 3496481, at *3 (D. Nev. Aug.

15, 2017) (taking judicial notice of 21 Foreclosure Mediation Program documents), aff'd, 735 F. App'x 422 (9th Cir. Aug. 22, 2018). 22 9Defendants move to dismiss the Complaint for failure to state a claim under 23 Federal Rule of Civil Procedure 12(b)(6). See Fed. R. Civ. P. 8; Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007) (holding that to withstand a Rule 12(b)(6) challenge, 24 a plaintiff must allege facts to "nudge[] their claims across the line from conceivable to plausible"); Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009) (holding that a district court 25 must accept as true all well-pled factual allegations in a complaint, while legal conclusions are not entitled to the assumption of truth).

Bayer appears as counsel for the Trust but 26 also appears to serve as his own counsel along with his co-counsel. But even if Bayer is representing himself, the Ninth Circuit has joined other circuits in holding that pro se 27 litigants who are lawyers are not entitled to the more forgiving pleading standards given to pro se litigants. Huffman v. Lindgren, 81 F.4th 1016, 1020-21 (9th Cir.

2023). The Court 28 accordingly construes Plaintiffs' pleadings without deference. 2 Wide, neither of which are defendants in this case. (Id. at 49, 68.) The caption of Plaintiffs' 3 Complaint includes claims for rescission—which is a remedy, not a claim—and for slander 4 of title, which the Court cannot find in the Complaint. 5 Considering these numerous issues and the generally incomprehensible nature of 6 the Complaint, the Court grants Defendants' Motion.

The Court finds persuasive other 7 courts in this district that have dismissed complaints without prejudice where multiple 8 claims are lumped together or where the court is unable to discern a plaintiff's specific 9 cause of action. See, e.g., Gardner v. Sage Ridge Sch., No. 3:24-CV-00403-CLB, 2025 10 WL 384563, at *5 (D. Nev. Feb. 4, 2025) (granting motion to dismiss with leave to amend); 11 see also Knapp v. Hogan, 738 F.3d 1106, 1109 (9th Cir.

2013) (noting that a lengthy 12 complaint that requires the Court to examine it to find all the factual elements would fail 13 the requirements of Rule 8(a)). The Court thus dismiss Plaintiffs'

Complaint with leave to amend, subject to the limitations of this order, discussed infra. Bayer is reminded that he must follow the Federal Rules of Civil Procedure.

Under Federal Rule of Civil Procedure 8(a), a pleading need only "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). Plaintiffs need not and should not allege very many facts. Rather, in each claim, Plaintiffs should allege facts sufficient to show what each defendant did to violate its rights.

Plaintiffs should state distinct and individual causes of action. 1. Claim Preclusion In their Motion, Defendants argue that Plaintiffs are precluded from "asserting that Defendants did not have an interest in the Loan in this action" and "all of Plaintiffs' claims fail as a matter of law as they rely on the false allegation Nationstar is not the servicer and Wells Fargo is not the beneficiary." (ECF No. 14 at 13.)

Plaintiffs counter, citing to FMR 22, that "Defendants' counsel should be aware that the proceedings and results of a non-judicial mediation cannot be considered as res judicata in any subsequent judicial action." (ECF No. 21 at 4.) ordinarily bars a later action based on the claims that were or could have been asserted in the first case." Boca Park Martketplace Syndications Grp., LLC v. Higco, Inc., 407 P.3d 761, 763 (Nev.

2017). Claim preclusion requires a three-part test: (1) the parties or privies are the same; (2) the final judgment is valid; (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case. Five Star Cap. Corp. v. Ruby, 194 P.3d 709, 713 (Nev. 2008). The Court agrees with Defendants, in part.

First, the Court agrees with Defendants that the parties or privies in both actions are the same. Plaintiffs in this case are the same as petitioners in the state court proceedings. Nationstar was a respondent in the state court proceeding, representing MERS and Wells Fargo.

Second, despite Plaintiffs' claim that a judgment from a non-judicial mediation cannot be a basis for preclusion, the Nevada Courts of Appeals have held otherwise. See Glass v. Select Portfolio Servicing, Inc., 2023 WL 4838231 (Nev. App. 2023) ("[A]lthough the standard formulation of the issue preclusion doctrine presupposes two separate judicial actions… a nonjudicial foreclosure, with its procedure for requesting appropriate relief from the district court, is sufficiently analogous to a juridical action for the same basic issue-preclusion principles to apply.").

Lastly, the present action contains claims that were brought in the state court proceedings—namely, that Defendants "lacked authority to enforce the note or deed of trust". Bayer, 2024 WL 4879125 at *2. Plaintiffs' Complaint repeatedly echoes this claim. (ECF No. 1 at 33 ("[n]either Nationstar nor MERS had authority to execute the Corporate Deed or to record the transfer of the DOT"); 42 ("[Nationstar] falsely asserted but lacked authority to file the [notice of default]”); 55 (“[Nationstar] misrepresented that they had authority to act as a servicer”); 64 (“MERS, without authority, transferred the Bayer DOT”).)

The Court is not persuaded, however, by Defendants’ argument that all of Plaintiffs’ claims must be dismissed due to claim preclusion. Claim preclusion only applies to claims that were or could have been asserted in the first case and as the party invoking claim Gen. Improvement Dist. v. B-Neva, Inc., 606 P.2d 176, 178 (Nev. 1980). Defendants, citing only to Plaintiffs’ Complaint as a whole, have failed to establish that all of Plaintiffs’ claims could have been raised in the state court proceedings.[10] (ECF No. 14 at 6.)

If all Plaintiffs’ claims fail as a matter of law, Defendants have failed to meet their burden in claiming as much. Accordingly, the Court finds that the state court proceeding resulted in a final, valid judgment as to Defendants’ interest in and authority to enforce the Note or Deed of Trust. To the extent that Plaintiffs’ claims assert or rely on the assertion that Defendants lack such authority, those claims are dismissed with prejudice, as amendment would be futile.

If Plaintiffs choose to submit an amended Complaint, Plaintiffs are precluded from asserting this claim and claims that are premised upon this are barred. See Stacey v. Nationstar Mortg., LLC, No. 219CV00274GMNNJK, 2019 WL 2375125, at *3-4 (D. Nev. June 5, 2019) (holding that the plaintiff’s quiet title claim, in so far as it was premised on the defendant’s lack of authority to foreclose, was precluded).

2. Plaintiffs’ Claims are Time-Barred

Defendants argue that the following claims are barred by the statute of limitations or cannot be prosecuted because there is no private right of action: (1) breach of contract; (2) breach of servicing obligations/negligence; (3) unfair and deceptive trade practices; (4) elder abuse; (5) “statutory violations”; (6) unjust enrichment; (7) false pretenses; (8) breach of covenant of good faith and fair dealing/bad faith; (9) violation of 15 U.S.C. section 1681c (“FCRA”); (10) violation of 15 U.S.C. section 1692e (“FDCPA”); (11) negligent/intentional misrepresentation; (12) violation of 15 U.S.C. section 1692f (“FDCPA”); (13) intentional infliction of emotional distress; (14) negligent infliction of emotional distress; (15) misrepresentation/void assignments; and (16) quiet title.

(Id. at [10]Indeed, in state court proceedings, Bayer seems to have appealed the district court’s holdings as to the mediation, and when Bayer raised other issues on appeal, the court of appeals did not address them. See Bayer, 2024 WL 4879125 at *5. to Plaintiffs’ claims. (Id.) Plaintiffs counter, citing to paragraphs 38, 179, 215, 218, and 235 of the Complaint, that the continuing claims doctrine does apply.

(ECF No. 24 at 5.) Plaintiffs also argue that the Court should conclude that “the Statute of Limitations has been tolled or is otherwise not applicable.” (ECF No. 21 at 6.) Given Plaintiffs’ general failure to state a claim, the Court declines to address Defendants’ arguments regarding statutes of limitation. 8 IV. CONCLUSION 9 The Court notes that the parties made several arguments and cited to several 10 cases not discussed above.

The Court has reviewed these arguments and cases and 11 determines that they do not warrant discussion as they do not affect the outcome of the 12 issues before the Court. 13 It is therefore ordered that Defendants’ motion to dismiss (ECF No. 14) is granted. 14 Plaintiffs’ Complaint (ECF No. 1) is dismissed in its entirety for failure to state a claim. 15 It is further ordered that Plaintiffs’ claims that assert or are premised upon an 16 assertion that Defendants lack authority or interest in the Note, Deed of Trust, or Loan 17 are dismissed with prejudice, as amendment would be futile.

18 It is further ordered that Plaintiffs have 30 days from the date of entry of this order 19 to file an amended complaint to the extent Plaintiffs can state claims that are not 20 precluded as discussed in this order. 21 It is further ordered that, if Plaintiffs do not file an amended complaint within 30 22 days of this order, this action will be subject to dismissal with prejudice for failure to state 23 a claim.

24 It is further ordered that Plaintiffs’ motion to expedite emergency motion to enjoin 25 (ECF No. 4) is denied as moot. 26 It is further ordered that Defendants’ request for judicial notice (ECF No. 15) is 27 granted. 28 1 It is further ordered that Plaintiffs’ motion for entry of Clerk’s default (ECF No. 28) 2 || is denied. 3 DATED THIS 21% Day of November 2025.

4 6 □□□□□□□□□□□□□□□□□□□□□□□□□□□□□ UNITED STATES DISTRICT JUDGE 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 10