

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)

