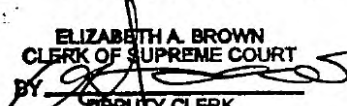


IN THE COURT OF APPEALS OF THE STATE OF NEVADA

RICHARD ALAN NORMAN,  
Appellant,  
vs.  
FRANK STEPHEN LOCOCO; JAMES  
MCKINNEY; RUTHELLA MCKINNEY;  
NORTHSTAR LENDING GROUP; JIM  
VALENTINE; JAKE FAIR; RE/MAX  
REALTY AFFILIATES; D. GERALD  
BING, JR.; THE D. GERALD BING JR.  
TRUST; GREGORY V. HOLST; ALLIED  
FORECLOSURE SYSTEMS D/B/A  
AFTS; ERIC JOHNSON; JOHN  
FISHER; TICOR TITLE OF NEVADA,  
INC.; AND RISHELE THOMPSON,  
Respondents.

No. 87653-COA

**FILED**  
NOV 22 2024  
ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER DISMISSING APPEAL IN PART AND AFFIRMING IN PART*

Richard Alan Norman appeals from a district court order, certified as final pursuant to NRCP 54(b), granting a motion to dismiss in a breach of contract action. Ninth Judicial District Court, Douglas County; Nathan Tod Young, Judge.

Norman filed a complaint in January 2023, which generally alleged respondents either breached various contracts by failing to conduct an appraisal prior to the sale of undeveloped land (Gardnerville property) and/or conspired to ensure Norman did not learn of the lack of appraisal prior to the close of escrow. The respondents consist of the land owner, lenders, mortgage brokers, real estate agents, and the escrow agent involved in the sale. Relevant to this appeal, respondents Lococo and NorthStar Lending Group (NorthStar) served as the mortgage brokers.

As background, after viewing an online advertisement, Norman contacted a real estate agent to discuss purchasing the Gardnerville property. The real estate agent informed Norman that traditional mortgage lenders would not finance the loan because Douglas County will not allow construction on the Gardnerville property due to ongoing issues with leaking sewage. The real estate agent referred Norman to Lococo and NorthStar to obtain a mortgage from a nontraditional lender. Lococo and NorthStar then prepared a lending agreement between Norman and James and Ruthella McKinney. The lending agreement stated the financing was contingent on an appraisal. Allegedly unbeknownst to Norman, the McKinneys waived the appraisal requirement before financing the sale.

With funding secured, Norman then entered into a purchase agreement with respondent D. Gerald Bing Jr. Trust (Trust). The purchase agreement contained an appraisal contingency, which would have allowed Norman to cancel the sale if the appraised value was lower than the purchase price. Again, no appraisal was completed. The parties then proceeded to escrow, which was conducted by respondent Rishelle Thompson from respondent Ticor Title Nevada. Norman alleged Thompson knew the lending agreement and purchase agreement required an appraisal and that an appraisal was not completed, but that Thompson nonetheless still closed escrow and issued the necessary title documents to transfer ownership of the Gardnerville property. According to Norman, shortly after the close of escrow, he discovered an appraisal was not completed. Norman alleges the respondents conspired to ensure an appraisal was not completed because an appraisal would have revealed the land was worth approximately \$10,000 less than the purchase price. Norman then filed a civil complaint alleging respondents breached the loan agreement and/or mortgage

agreement by failing to conduct an appraisal and fraudulently prevented him from learning of this breach.

Lococo and NorthStar moved to dismiss the breach of contract and fraud claims asserted against them, arguing Norman failed to allege they were parties to any contract requiring an appraisal and that Norman failed to adequately allege fraud. Norman filed an opposition but failed to argue Lococo and NorthStar were parties to any contract and instead argued that, because they were aware the lending agreement required an appraisal, and one was not completed, they engaged in fraud.

The district court subsequently granted the motion, finding Norman failed to allege Lococo or NorthStar were parties to any contract and that he failed to adequately allege a fraud claim. The district court later certified this order as a final appealable judgment pursuant to NRCP 54(b). Norman now appeals the district court's order.<sup>1</sup>

An order granting an NRCP 12(b)(5) motion to dismiss is reviewed de novo. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). A decision to dismiss a complaint under

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<sup>1</sup>The district court additionally dismissed the claims against Ticor Title of Nevada, Rishelle Thompson, and the Trust. However, the dismissal of these parties was not certified as a final appealable order pursuant to NRCP 54(b) and a review of the record reveals that claims against other parties remain pending below. Accordingly, we lack jurisdiction to consider Norman's arguments challenging the dismissal of these respondents. See *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (stating a final judgment is one that resolves all claims as to all parties); see also NRAP 3A(b) (listing orders and judgments from which an appeal may be taken); *Taylor Constr. Co. v. Hilton Hotels Corp.*, 100 Nev. 207, 209, 678 P.2d 1152, 1153 (1984) (noting that this court generally has authority to consider an appeal only when authorized by statute or court rule). We therefore dismiss this appeal as to all respondents beyond Lococo and NorthStar.

NRCPC 12(b)(5) is rigorously reviewed on appeal, with all alleged facts in the complaint and the attached documents presumed true and all inferences drawn in favor of the plaintiff. *Id.* Dismissing a complaint is appropriate “only if it appears beyond a doubt that [the plaintiff] could prove no set of facts, which, if true, would entitle [the plaintiff] to relief. *Id.* at 228, 181 P.3d at 672.

On appeal, Norman now argues—contrary to his arguments below—that there were no enforceable contracts and he instead argues Lococo and NorthStar violated the Dodd-Frank Act, the Real Estate Settlement Procedures Act (RESPA), and the Truth in Lending Act (TILA) by failing to ensure an appraisal was completed by the lender. Norman additionally argues he adequately supported his fraud claim and requests that this court declare the sale void.

Because Norman now argues there are no valid and enforceable contracts between the parties, he has necessarily failed to demonstrate that the district court erred in dismissing his breach of contract claim against Lococo and NorthStar. *See Iliescu v. Reg’l Transp. Comm’n of Washoe Cnty.*, 138 Nev., Adv. Op. 72, 522 P.3d 453, 458 (Ct. App. 2022) (noting that a plaintiff must establish the existence of a valid contract to prevail on a breach of contract claim). Given this assertion, and the absence of any cogent argument otherwise challenging the dismissal of his breach of contract claim, Norman has not demonstrated he is entitled to relief as to this issue. *See Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that this court need not consider claims that are unsupported by cogent arguments).

Norman now argues that because Lococo and NorthStar violated the Dodd-Frank Act, RESPA, or TILA, which he contends imposed

an independent responsibility on them to obtain an appraisal, they are liable for alleged damages regardless of any contract. But Norman's operative complaint as to Lococo and NorthStar did not allege that they violated the Dodd-Frank Act, RESPA, or TILA, or otherwise seek relief under these laws. Thus, this argument likewise does not provide a basis for reversing the district court's decision to dismiss his breach of contract claims.


Further, while Norman argues that he adequately pled his fraud claim, he provides no cogent argument supporting his position or demonstrating that his fraud claim met the requirements for pleading a fraud claim by simply alleging that Lococo and NorthStar were active participants in a conspiracy to defraud him. Accordingly, this argument does not provide a basis for reversing the dismissal of his fraud claim. *See id.*; *see also* NRCP 9(b) (detailing the requirements for pleading a fraud claim). And Norman's argument that the Dodd-Frank Act, RESPA, and TILA imposed an independent responsibility on mortgage brokers to obtain an appraisal, likewise does not provide a basis for relief with regard to the dismissal of his fraud claim. Notably, not only did he fail to allege Lococo and NorthStar violated these laws in the operative complaint, but he offers no cogent argument suggesting that these alleged violations somehow amounted to fraud. *See Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38.

Finally, Norman's informal brief asserts, for the first time, that the Gardnerville property sits on tribal land and, thus, the district court lacked jurisdiction to adjudicate his complaint. Alternatively, Norman appears to argue the district court can retain jurisdiction so long as it applies either federal or tribal law.

Although this court can consider challenges to subject matter jurisdiction for the first time on appeal, appellants must still provide cogent arguments supporting the jurisdictional challenge. *See Swan v. Swan*, 106 Nev. 464, 469, 796 P.2d 221, 224 (1990) (noting parties can raise lack of subject matter jurisdiction for the first time on appeal); *see also Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38. And here, Norman has failed to do so. Moreover, in raising this argument for the first time on appeal, Norman failed to identify any evidence in the record demonstrating the Gardnerville property is within tribal boundaries. We therefore decline to consider Norman's jurisdictional challenge.

Accordingly, for the reasons set forth above, we affirm the district court's dismissal of Norman's claims against Lococo and NorthStar.<sup>2</sup>

It is so ORDERED.

  
\_\_\_\_\_, C.J.  
Gibbons

  
\_\_\_\_\_, J.  
Bulla

  
\_\_\_\_\_, J.  
Westbrook

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<sup>2</sup>Insofar as Norman raises arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.

cc: Hon. Nathan Tod Young, District Judge  
Richard Alan Norman  
Fidelity National Law Group/Las Vegas  
Clouser Law Group, Ltd.  
Lipson Neilson P.C.  
Oshinski & Forsberg, Ltd.  
Woodburn & Wedge  
The Law Office of Otto & Jenkins  
Douglas County Clerk