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ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

GOLDEN CREEK HOLDINGS, INC., A DELAWARE CORPORATION, Appellant, vs. NATIONSTAR MORTGAGE, LLC D/B/A MR. COOPER, A DELAWARE LIMITED LIABILITY COMPANY, Respondent.	No. 90557-COA

ORDER OF AFFIRMANCE

Golden Creek Holdings, Inc., appeals from a final order in an action to quiet title. Eighth Judicial District Court, Clark County; Hon. Gloria Sturman, Judge.

Golden Creek was the owner of a residential property and initiated an action to quiet title. In the operative complaint, Golden Creek raised several claims involving respondent Nationstar Mortgage LLC, the beneficiary of a deed of trust encumbering the property. As relevant to this matter, Golden Creek noted that, prior to acquiring its interest in the residential property, a district court entered a judgment in which it determined that the deed of trust was extinguished as a matter of law. Golden Creek alleged the judgment was recorded and that it later acquired its ownership interest in the property via a recorded quit claim deed. After Golden Creek recorded its quit claim deed, this court issued an order in which it concluded that the district court erroneously determined that the deed of trust was extinguished and reversed the district court's decision. *See Nationstar Mortg. LLC v. G&P Inv. Enters., LLC*, No. 77912-COA, 2020 WL 2042759 (Nev. Ct. App. Apr. 27, 2020) (Order of Reversal and Remand). In light of the aforementioned allegations, Golden Creek contended that, because it recorded the quit claim deed prior to the reversal of the district court's judgment, it was a bona fide purchaser such that the deed of trust had no force or effect by virtue of NRS 111.325.

Nationstar thereafter filed a motion to dismiss, arguing that Golden Creek's bona fide purchaser claim lacked merit. Nationstar contended that the Federal National Mortgage Association (Fannie Mae) owns the loan secured by the deed of trust. Nationstar also contended that the Federal Housing Finance Agency (FHFA) placed Fannie Mae under a conservatorship pursuant to the Housing and Economic Recovery Act of 2008 (HERA) and that the Federal Foreclosure Bar contained within HERA protects the deed of trust that secured Fannie Mae's ownership interest in the loan such that it defeated Golden Creek's bona fide purchaser claim. Nationstar later filed documentary evidence in support of its contention that Fannie Mae was the owner of the underlying loan. Golden Creek opposed the motion, contending that Nationstar's arguments lacked merit and that HERA did not defeat its bona fide purchaser claim.

The district court thereafter issued a written order in which it elected to treat the motion as one for summary judgment as it relied upon documents outside of the pleadings. The court concluded that there was no genuine dispute of fact and that Nationstar was entitled to summary judgment as a matter of law in its favor concerning the bona fide purchaser claim because Golden Creek's bona fide purchaser claim was precluded by the Federal Foreclosure Bar.

On appeal, Golden Creek challenges the district court's decision to grant summary judgment in favor of Nationstar concerning the bona fide purchaser claim. Golden Creek contends there remain genuine disputes of material fact concerning that claim, as it argues that the deed of trust was void as to its ownership interest because it recorded the quit claim deed when the judgment that extinguished the deed of trust was effective and Nationstar failed to seek a stay of the of the judgment pending the appeal.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine dispute of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence "must be viewed in a light most favorable to the nonmoving party." *Id.* General allegations and conclusory statements do not create genuine disputes of fact. *Id.* at 731, 121 P.3d at 1030-31.

"When the FHFA is acting as a conservator, 12 U.S.C. § 4617(j)(3) (the Federal Foreclosure Bar) protects its property from nonconsensual foreclosure." *Saticoy Bay LLC Series 9641 Christine View v. Fed. Nat'l Mortg. Ass'n*, 134 Nev. 270, 270, 417 P.3d 363, 365 (2018). "The Federal Foreclosure Bar cloaks the FHFA's 'property with Congressional protection unless or until [the FHFA] affirmatively relinquishes it.'" *Id.* at 274, 417 P.3d at 368 (quoting *Berezovsky v. Moniz*, 869 F.3d 923, 929 (9th Cir. 2017)). Moreover, "the Federal Foreclosure Bar applies with respect to the [FHFA] in any case in which the [FHFA] is acting as a conservator or a receiver" and "[t]hus the Federal Foreclosure Bar protects Fannie Mae's deed of trust while Fannie Mae is under the conservatorship." *Id.* at 272, 417 P.3d at 366-67 (internal quotation marks omitted). In addition, "[a plaintiff's] alleged status as a bona fide purchaser [under NRS 11.325] cannot survive the Federal Foreclosure Bar, which preempts conflicting state law." *Fed. Home Loan Mortg. Corp. v. T-Shack, Inc.*, 806 F. App'x 575, 577 (9th Cir. 2020); *see also Las Vegas Dev. Grp., LLC v. 2014-IH Borrower, LP*, No. 2:15-cv-00396-RFB-EJY, 2020 WL 1066307, at *4 (D. Nev. Mar. 4, 2020) ("Nevada's bona fide purchaser laws are preempted to the extent that the laws would allow for the extinguishment of Fannie Mae's interest without FHFA's consent.").

Here, the undisputed facts demonstrated that FHFA placed Fannie Mae under a conservatorship pursuant to HERA and that Fannie Mae owned the loan secured by the deed of trust. And, while Golden Creek asserted it was a bona fide purchaser and that the deed of trust was void against its interest pursuant to NRS 111.325, the Federal Foreclosure Bar precludes operation of the bona fide purchaser doctrine against Fannie Mae's interest. *See Saticoy Bay LLC*, 134 Nev. at 272, 417 P.3d at 367; *Fed. Home Loan Mortg. Corp.,* 806 F. App'x at 577. Based on the foregoing, we conclude that Golden Creek fails to demonstrate a genuine dispute of fact remained as to this issue. Therefore, the district court did not err by granting summary judgment in favor of Nationwide. *See Wood*, 121 Nev. at 729, 121 P.3d at 1029. Accordingly, we

ORDER the judgment of the district court AFFIRMED.[1]

Bulla, C.J.

Gibbons, J.

Westbrook, J.

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[1]Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they either need not be reached or do not present a basis for relief.

cc: Hon. Gloria Sturman, District Judge
Hong & Hong
Troutman Pepper Hamilton Sanders LLP/Las Vegas
Eighth District Court Clerk