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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

SHANNON KING,

Plaintiff - Appellant,

v.

GMAC MORTGAGE, LLC,

Defendant - Appellee.

No. 10-17929

D.C. No. 2:09-cv-01425-JCM-
LRL

MEMORANDUM*

Appeal from the United States District Court
for the District of Nevada
James C. Mahan, District Judge, Presiding

Argued and Submitted April 17, 2012
San Francisco, California

Before: SCHROEDER, O'SCANNLAIN, and GRABER, Circuit Judges.

Shannon King appeals from the district court's grant of summary judgment in favor of her mortgagee, GMAC Mortgage, LLC ("GMAC").

The district court did not err in granting GMAC summary judgment on any of King's claims: As King had fallen behind on her mortgage payments, she is

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

unable to make a claim for misrepresentation, promissory estoppel, or wrongful foreclosure. *Bulbman, Inc. v. Nev. Bell*, 825 P.2d 588, 592 (Nev. 1992) (per curiam); *Pink v. Busch*, 691 P.2d 456, 459 (Nev. 1984) (per curiam); *Collins v. Union Fed. Sav. & Loan Ass'n*, 662 P.2d 610, 623 (Nev. 1983). King's breach of contract claim is barred by the statute of frauds. Nev. Rev. Stat. § 111.210(1). And King is unable to make a claim for unjust enrichment since there was a valid mortgage agreement between the parties. *Leasepartners Corp. v. Robert L. Brooks Trust*, 942 P.2d 182, 187 (Nev. 1997) (per curiam).

King's remaining contentions are either waived or without merit.

AFFIRMED.