

NOV 20 2012

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

DAWN J. DUNCAN,

Plaintiff - Appellant,

v.

WELLS FARGO HOME MORTGAGE,
INC.; NATIONAL DEFAULT
SERVICING CORPORATION,

Defendants - Appellees.

No. 11-17033

D.C. No. 2:11-cv-00864-JCM-
PAL

MEMORANDUM*

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

Submitted November 13, 2012**

Before: CANBY, TROTT, and W. FLETCHER, Circuit Judges.

Dawn J. Duncan appeals pro se from the district court's judgment dismissing her diversity action arising from foreclosure proceedings. We have jurisdiction

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

under 28 U.S.C. § 1291. We review de novo, *Knievel v. ESPN*, 393 F.3d 1068, 1072 (9th Cir. 2005), and we affirm.

The district court properly dismissed Duncan’s action because Duncan failed to allege facts sufficient to show that the notice and guide regarding a short sale option constituted an enforceable contract. *See May v. Anderson*, 119 P.3d 1254, 1257 (Nev. 2005) (“Basic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration.”).

AFFIRMED.