

DEC 27 2010

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

<p>FREDA TANUVASA,</p> <p>Plaintiff - Appellant,</p> <p>v.</p> <p>FEDERAL DEPOSIT INSURANCE CORPORATION, Successor to Washington Mutual Savings Bank (“WaMu”); et al.,</p> <p>Defendants - Appellees.</p>

No. 10-55180

D.C. No. 2:09-cv-02795-DDP-AGR

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Dean D. Pregerson, District Judge, Presiding

Submitted December 14, 2010**

Before: GOODWIN, WALLACE, and W. FLETCHER, Circuit Judges.

Freda Tanuvasa appeals pro se from the district court’s order dismissing her claims arising under the Truth in Lending Act (“TILA”). 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. *King v. California*, 784 F.2d 910, 912 (9th Cir. 1986). We affirm.

The district court properly dismissed Tanuvasa’s claim seeking rescission because the loan at issue was a “residential mortgage transaction” and therefore could not be rescinded under TILA. *See* 15 U.S.C. § 1635(e)(1) (the right of rescission does not apply to a residential mortgage transaction); *id.* § 1602(w) (defining a residential mortgage transaction). Tanuvasa’s arguments to the contrary are unpersuasive.

We do not consider issues that were not raised in the opening brief or claims that were not included in the amended complaint. *See Smith v. Marsh*, 194 F.3d 1045, 1052 (9th Cir. 1999); *Forsyth v. Humana, Inc.*, 114 F.3d 1467, 1474 (9th Cir. 1997).

AFFIRMED.