NOT FOR PUBLICATION

FILED

MAY 26 2021

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

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

MARISELA DANGCIL GOMEZ, Plaintiff-Appellant, v. CALIBER HOME LOANS; et al., Defendants-Appellees.	No. 19-56317 D.C. No. 8:19-cv-00866-AG-DFM MEMORANDUM[*]

Appeal from the United States District Court
for the Central District of California
Andrew J. Guilford, District Judge, Presiding

Submitted May 18, 2021[**]

Before: CANBY, FRIEDLAND, and VANDYKE, Circuit Judges.

Marisela Dangcil Gomez appeals pro se from the district court's judgment dismissing her action arising from an alleged loan modification agreement. We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6). *Thompson*

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

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

v. Paul, 547 F.3d 1055, 1058 (9th Cir. 2008). We affirm.

The district court properly dismissed Gomez's claims against defendant Caliber Home Loans because Gomez failed to file suit within four years of the claims' alleged accrual. *See* Cal. Civ. Proc. Code § 337(a) (statute of limitations for breach of written contract or for breach of its implied covenant is four years).

Because Gomez voluntarily dismissed this appeal as to defendant Chase, we do not consider Gomez's claim under the California Homeowner's Bill of Rights because it was alleged only against Chase.

We do not consider matters not specifically and distinctly raised and argued in the opening brief, or arguments and allegations raised for the first time on appeal. *See Padgett v. Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009).

AFFIRMED.