

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

JUL 24 2023

FOR THE NINTH CIRCUIT

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

HEZEKIAH ESAU BAKER,

No. 22-16354

Plaintiff-Appellant,

D.C. No. 2:21-cv-02128-CDS-BNW

v.

MEMORANDUM*

WESTSTAR CREDIT UNION,

Defendant-Appellee.

Appeal from the United States District Court
for the District of Nevada

Cristina D. Silva, District Judge, Presiding

Submitted July 18, 2023**

Before: SCHROEDER, RAWLINSON, and BADE, Circuit Judges.

Hezekiah Esau Baker appeals pro se from the district court's order granting WestStar Credit Union's motion to compel arbitration and dismissing his action.

We have jurisdiction under 28 U.S.C. § 1291. We review de novo an order compelling arbitration. *SEIU Loc. 121RN v. Los Robles Reg'l Med. Ctr.*, 976 F.3d

* 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).

849, 852 (9th Cir. 2020). We affirm.

The district court properly granted WestStar's motion to compel arbitration because the parties entered into a valid arbitration agreement encompassing the dispute at issue. *See Kilgore v. KeyBank, Nat'l Ass'n*, 718 F.3d 1052, 1058 (9th Cir. 2013) (Federal Arbitration Act requires that district courts refer cases to arbitration where a valid arbitration agreement covers the dispute at issue). We reject as unsupported by the record Baker's contention that WestStar did not provide adequate evidence that it mailed him the arbitration agreement.

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).

All pending motions are denied.

AFFIRMED.