

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

JUL 18 2017

FOR THE NINTH CIRCUIT

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

STEPHEN H. JOHNSON; PAULA A.
JOHNSON,

Plaintiffs-Appellants,

v.

JPMORGAN CHASE BANK, N.A., as
Successor-In-Interest to Washington Mutual
Bank Its Successors and/or Assigns; DOES,
1-25, Inclusive,

Defendants-Appellees.

No. 16-56156

D.C. No. 5:15-cv-02609-DDP-JEM

MEMORANDUM*

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

Submitted July 11, 2017**

Before: CANBY, KOZINSKI, and HAWKINS, Circuit Judges.

Stephen H. Johnson and Paula A. Johnson appeal pro se from the district court's order dismissing their action seeking declaratory relief under the Truth in

* 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).

Lending Act (“TILA”). We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal under Fed. R. Civ. P. 12(b)(6). *Cervantes v. Countrywide Home Loans, Inc.*, 656 F.3d 1034, 1040 (9th Cir. 2011). We may affirm on any ground supported by the record. *Franklin v. Terr*, 201 F.3d 1098, 1100 n.2 (9th Cir. 2000). We affirm.

Dismissal of the Johnsons’ action alleging a TILA claim for rescission was proper because the Johnsons did not exercise their right of rescission within three years of when they consummated the loan transaction. *See* 15 U.S.C. § 1635(f); *Beach v. Ocwen Fed. Bank*, 523 U.S. 410, 412-13, 419 (1998) (explaining that “§ 1635(f) completely extinguishes the right of rescission at the end of the 3-year period”).

AFFIRMED.