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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BRENT M. PERUCCA,
Plaintiff,
v.
U.S. BANK NATIONAL ASSOCIATION
and DOES 1–100,
Defendants.

Case No. 2:13-cv-02004-ODW(VBKx)

**ORDER TO SHOW CAUSE RE:
STATUTE OF LIMITATIONS**

The Court has reviewed Plaintiff Brent Perucca’s Complaint, which advances a single federal claim for violation of the Truth in Lending Act (TILA). This claim appears to be barred by the statute of limitations.

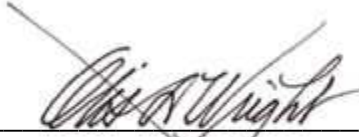
A request for damages under TILA is subject to a one-year statute of limitations, 15 U.S.C. § 1640(e), and a claim for rescission is subject to a three-year statute of limitations. 15 U.S.C. § 1635(f). A TILA violation occurs at the time the loan documents are signed. *Meyer v. Ameriquest Mortg. Co.*, 342 F.3d 899, 902 (9th Cir.2003). But Perucca contends he signed his loan documents sometime in June 2006—nearly seven years ago. (Compl. ¶¶ 1, 2.)

A court may dismiss a claim *sua sponte* under Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim, so long as it affords the plaintiff or plaintiffs notice and an opportunity to be heard on the matter. *Wong v. Bell*, 642 F.2d

1 359, 361–62 (9th Cir. 1981). Given the apparent untimeliness of Perucca’s TILA
2 claim, the Court **ORDERS** Perucca to **SHOW CAUSE** no later than May 13, 2013,
3 why the Court should not dismiss that claim as untimely and remand this matter to the
4 San Luis Obispo County Superior Court.

5 **IT IS SO ORDERED.**

6 May 6, 2013

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10 **OTIS D. WRIGHT, II**
11 **UNITED STATES DISTRICT JUDGE**

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