

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

FEB 20 2026

FOR THE NINTH CIRCUIT

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

NEWAY MENGISTU, an individual,

No. 23-55382

Plaintiff-Appellant,

D.C. No. 2:15-cv-05427-MWF-PJW

v.

MEMORANDUM*

HOUSING AUTHORITY OF THE CITY
OF LOS ANGELES, a State of California
entity; and others to be joined under Rule 19
of the Federal Rules of Civil Procedure,

Defendant-Appellee.

Appeal from the United States District Court
for the Central District of California
Michael W. Fitzgerald, District Judge, Presiding

Submitted February 18, 2026**

Before: CALLAHAN, FRIEDLAND, and BRESS, Circuit Judges.

Neway Mengistu appeals pro se from the district court's order denying his motion to enforce a settlement agreement in his housing and disability discrimination action. We have jurisdiction under 28 U.S.C. § 1291. We review for

* 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).

an abuse of discretion. *Doi v. Halekulani Corp.*, 276 F.3d 1131, 1136 (9th Cir. 2002). We affirm.

The district court did not abuse its discretion by denying the motion to enforce the settlement agreement because Mengistu failed to show that defendant Housing Authority of the City of Los Angeles breached any provision of the agreement. *See Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th Cir. 1989) (“The construction and enforcement of settlement agreements are governed by principles of local law which apply to interpretation of contracts generally.”); *Oasis W. Realty, LLC v. Goldman*, 250 P.3d 1115, 1121 (Cal. 2011) (elements of a breach of contract claim).

The motion (Docket Entry No. 32) for judicial notice is granted.

All other pending motions are denied.

AFFIRMED.