

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

JUN 1 2026

FOR THE NINTH CIRCUIT

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

TANIELA F. KIVALU,

Plaintiff - Appellant,

v.

AXEN MORTGAGE, LLC; UNITED
WHOLESALE MORTGAGE,
LLC; UNKNOWN PARTIES, named as
“and others”,

Defendants - Appellees.

No. 24-7525

D.C. No. 2:24-cv-02441-KML

MEMORANDUM*

Appeal from the United States District Court
for the District of Arizona
Krissa M. Lanham, District Judge, Presiding

Submitted May 26, 2026**

Before: S.R. THOMAS, MILLER, and H.A. THOMAS, Circuit Judges.

Taniela F. Kivalu appeals pro se from the district court’s judgment
dismissing Kivalu’s diversity action alleging breach of contract claims. We have

* 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).

jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal under 28 U.S.C. § 1915(e)(2)(B)(ii). *Watison v. Carter*, 668 F.3d 1108, 1112 (9th Cir. 2012). We affirm.

The district court properly dismissed Kivalu’s action because Kivalu failed to allege facts sufficient to state any plausible claim. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (explaining that to avoid dismissal, “a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face” (citation and internal quotation marks omitted)); *Thomas v. Montelucia Villas, LLC*, 302 P.3d 617, 621 (Ariz. 2013) (en banc) (setting forth the elements of a breach of contract claim under Arizona law).

We reject as unsupported by the record Kivalu’s contentions that the district court was biased against Kivalu or denied him due process.

All pending motions and requests are denied.

AFFIRMED.