

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

APR 19 2022

FOR THE NINTH CIRCUIT

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

JOSE MEJIA,

Plaintiff-Appellant,

v.

JPMORGAN CHASE BANK, N.A.,

Defendant-Appellee.

No. 21-16550

D.C. No. 4:21-cv-01351-HSG

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Haywood S. Gilliam, Jr., District Judge, Presiding

Submitted April 11, 2022**

Before: McKEOWN, CHRISTEN, and BRESS, Circuit Judges.

Jose Mejia appeals pro se from the district court's order dismissing his diversity action alleging state law breach of contract and negligence claims. We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal for failure to state claim under Federal Rule of Civil Procedure (12)(b)(6). *Cervantes*

* 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).

v. United States, 330 F.3d 1186, 1187 (9th Cir. 2003). We affirm.

The district court properly dismissed Mejia’s action because Mejia failed to allege facts sufficient to state a plausible claim. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (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)); *Oasis W. Realty, LLC v. Goldman*, 250 P.3d 1115, 1121 (Cal. 2011) (elements of a breach of contract claim); *Castellon v. U.S. Bancorp*, 163 Cal. Rptr. 3d 637, 640 (Ct. App. 2013) (elements of a negligence claim).

AFFIRMED.