NOT RECOMMENDED FOR PUBLICATION
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No. 25-5703

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Oct 15, 2026
KELLY L. STEPHENS, Clerk

AXIS DYNAMICS; WENDY ROSE, Plaintiffs-Appellants, v. KNOX COUNTY, TENNESSEE, et al. Defendants-Appellees.	)	ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE OPINION

Before: KETHLEDGE, Chief Judge; COLE and MATHIS, Circuit Judges.

KETHLEDGE, Chief Judge. Wendy Rose is the sole owner of Axis Dynamics, a construction company. This case arises from an earlier suit that Axis brought in state court to recover an allegedly overdue balance from two customers. That suit, Axis and Rose (together, "plaintiffs") now allege, devolved into a conspiracy to violate their due-process rights. The district court dismissed plaintiffs' claims. We affirm.

We accept as true the facts alleged in plaintiffs' complaint. *Ohio Pub. Emps. Ret. Sys. v. Fed. Home Loan Mortg. Corp.*, 830 F.3d 376, 382–83 (6th Cir. 2016). In September 2018, Axis agreed to build a home for Christopher and Sonja Hawk, who financed the project with a loan from First U.S. Bank. The Hawks eventually owed over $100,000 to Axis, but neither the Hawks nor the Bank paid Axis that amount. So Axis put a lien on the Hawks' property and sued the Hawks in the Knox County Circuit Court to enforce the lien.

Axis itself initially moved to send the case to arbitration; but Axis later changed course and opposed arbitration. The state court rejected Axis's arguments and ordered the parties to commence arbitration.

Plaintiffs thereafter brought this suit, in which they assert two claims. First, they claim that Knox County, the Bank's attorney (Isaac W. Westling), and two former defendants conspired to deprive plaintiffs of their lien without due process. Second, plaintiffs claim that the Bank breached its loan agreement with the Hawks. The district court dismissed the complaint under Civil Rule 12(b)(6). We review the district court's dismissal of plaintiffs' claims de novo and may affirm on any basis supported by the record. *Golf Vill. N., LLC v. City of Powell*, 14 F.4th 611, 617 (6th Cir. 2021).

Knox County and Westling are the only remaining defendants named in plaintiffs' due-process claim. Plaintiffs failed to state a claim against the County because, among other reasons, none of their allegations involve a "policy or custom" of the County. *Monell v. Dep't of Soc. Servs. of N.Y.C.*, 436 U.S. 658, 694 (1978). Nor are the circuit court's policies attributable to the County: the court is an arm of the state, not the County. *See State v. Frazier*, 558 S.W.3d 145, 151 & n.11 (Tenn. 2018). As to Westling, plaintiffs allege only that he appeared as the Bank's counsel at the state-court hearings—which patently does not amount to an allegation that he violated Axis's due-process rights. *See generally Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

Meanwhile, plaintiffs' claim against the Bank was that the Bank breached its loan agreement with the Hawks when it denied Axis's request for direct payment. But the agreement itself recites that the parties "do not intend to create any third-party beneficiary rights under this Agreement. No one other than [the Hawks] will have any right to obtain or compel a disbursement

of the Loan's reserves or proceeds." Axis offers us no reason to conclude otherwise. So this claim too is meritless.

Finally, the district court did not abuse its discretion when it granted defendants an extension of time to move for attorney fees.

The district court's judgment is affirmed.