

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

SEP 28 2026

FOR THE NINTH CIRCUIT

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

RONNIE MANNS,

Plaintiff - Appellant,

v.

PENNYMAC LOAN SERVICES, LLC,

Defendant - Appellee.

No. 24-7764

D.C. No. 2:24-cv-00879-KML

MEMORANDUM*

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

Submitted September 22, 2026**

Before: OWENS, COLLINS, and SUNG, Circuit Judges.

Ronnie Manns appeals pro se from the district court's judgment dismissing his diversity action alleging breach of contract. We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal under Federal Rule of Civil Procedure 12(b)(6). *Mudpie, Inc. v. Travelers Cas. Ins. Co. of Am.*, 15 F.4th 885,

* 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).

889 (9th Cir. 2021). We affirm.

The district court properly dismissed Manns’s action because Manns failed to allege facts sufficient to show that defendant breached its contractual obligations arising from a deed of trust. *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)); *Graham v. Asbury*, 540 P.2d 656, 657 (Ariz. 1975) (setting forth elements of a breach of contract claim under Arizona law).

We do not consider matters not specifically and distinctly raised and argued in the opening brief. *See Padgett v. Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009).

All pending motions are denied.

AFFIRMED.