

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

MAR 19 2019

FOR THE NINTH CIRCUIT

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

GLENN DAVIS, Sole and Separate  
Borrower,

Plaintiff-Appellant,

v.

MICHAEL TRAILOR, Chairman of the  
Arizona Home Foreclosure Prevention  
Funding Corporation (AHFPFC); et al.,

Defendants-Appellees.

No. 17-15798

D.C. No. 4:16-cv-00458-RCC

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Arizona  
Raner C. Collins, District Judge, Presiding

Submitted March 12, 2019\*\*

Before: LEAVY, BEA, and N.R. SMITH, Circuit Judges.

Glenn Davis appeals pro se from the district court's judgment dismissing his action alleging federal and state law claims arising out of defendants' denial of financial assistance to Davis under the Troubled Asset Relief Program ("TARP").

---

\* 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).

We have jurisdiction under 28 U.S.C. § 1291. We review de novo a dismissal under Fed. R. Civ. P. 12(b)(6) and judgment on the pleadings under Fed. R. Civ. P. 12(c). *Berg v. Popham*, 412 F.3d 1122, 1125 (9th Cir. 2005). We affirm.

The district court properly dismissed Davis’s breach of contract claims because Davis failed to allege facts sufficient to show that he was a third-party beneficiary of the contracts between the Department of the Treasury and the Arizona Home Foreclosure Prevention Funding Corporation (“AHFPFC”) in the administration of the TARP in Arizona or that AHFPFC breached any contracts with Davis. *See Klamath Water Users Protective Ass’n v. Patterson*, 204 F.3d 1206, 1210 (9th Cir. 1999) (“Before a third party can recover under a contract, it must show that the contract was made for its direct benefit—that it is an intended beneficiary of the contract.”); *Chartone, Inc. v. Bernini*, 83 P.3d 1103, 1111 (Ariz. Ct. App. 2004) (elements of a breach of contract claim under Arizona law).

The district court did not abuse its discretion by denying Davis’s motion for reconsideration because Davis failed to establish any basis for relief. *See Sch. Dist. No. 1J, Multnomah Cty., Or. v. ACandS, Inc.*, 5 F.3d 1255, 1262-63 (9th Cir. 1993) (setting forth standard of review and grounds for reconsideration under Fed. R. Civ. P. 60(b)).

We do not consider matters on appeal that are not distinctly raised and argued in the opening brief. *See Int’l Union of Bricklayers & Allied Craftsman*

*Local Union No. 20, AFL-CIO v. Martin Jaska, Inc.*, 752 F.2d 1401, 1404 (9th Cir. 1985).

**AFFIRMED.**