

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

APR 30 2024

FOR THE NINTH CIRCUIT

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

BAHIG SALIBA,

Plaintiff-Appellant,

v.

AMERICAN AIRLINES
INCORPORATED,

Defendant-Appellee.

No. 23-16070

D.C. No. 2:23-cv-00140-SPL

MEMORANDUM*

Appeal from the United States District Court
for the District of Arizona
Steven Paul Logan, District Judge, Presiding

Submitted April 22, 2024**

Before: CALLAHAN, LEE, and FORREST, Circuit Judges.

Bahig Saliba 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). *Puri v. Khalsa*, 844 F.3d 1152, 1157 (9th Cir. 2017). We affirm.

* 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).

The district court properly dismissed Saliba’s action because Saliba failed to allege facts sufficient to show that American Airlines breached its contractual obligations arising from a 2005 settlement agreement or that a 2005 letter to Saliba constituted a contract. *See Demasse v. ITT Corp.*, 984 P.2d 1138, 1143 (Ariz. 1999) (explaining that a description of an employer’s current policy is “neither a promise nor a statement that could reasonably be relied upon as a commitment” (citation and internal quotation marks omitted)); *Graham v. Asbury*, 540 P.2d 656, 657 (Ariz. 1975) (explaining that an action for breach of contract requires showing “the existence of [a] contract, its breach and the resulting damages”).

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

AFFIRMED.