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6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF ARIZONA
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9 Ted King,

10 Plaintiff,

11 v.

12 Earnhardt's Gilbert Dodge, Inc.,

13 Defendant.
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No. CV-14-106-PHX-LOA

ORDER

15 This matter is before the Court on *pro se* Plaintiff's First Amended Complaint.
16 (Doc. 7)

17 On February 3, 2014, the Court screened the original Complaint in this matter
18 pursuant to 28 U.S.C. § 1915(e)(2). (Doc. 6) The Court dismissed the Complaint and
19 granted Plaintiff leave to file an amended complaint by February 21, 2014. (*Id.*) The
20 Court instructed Plaintiff that in the amended complaint, he must "make clear his
21 allegations in short, plain statements with each claim for relief identified by in separate
22 sections." (*Id.* at 5) In addition the Court explained that "each claim of an alleged
23 violation must be set forth in a separate count and the factual allegations must be
24 separately numbered" and the "amended complaint must conform to the requirements of
25 Rules 8(a) and (d)(1) of the Federal Rules of Civil Procedure." (*Id.* at 5-6) To state a
26 claim upon which relief may be granted, "a complaint [or amended complaint] must
27 contain sufficient factual matter, accepted as true, to 'state a claim to relief that is
28 plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 677 (2009) (quoting *Bell Atl.*

1 *Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (abrogating *Conley v. Gibson*, 355 U.S. 41
2 (1957)). The Court warned Plaintiff that if he filed an amended complaint that failed
3 comply with the Court’s instructions, the action would be dismissed pursuant to 28
4 U.S.C. § 1915(e) or Rule 41(b) of the Federal Rules of Civil Procedure.” (*Id.* at 6)

5 Two days later, on February 5, 2014, Plaintiff filed a verified First Amended
6 Complaint (“the amended complaint”). (Doc. 7) In the amended complaint, Plaintiff
7 alleges one claim for relief that he labels “TILA.” The Court assumes Plaintiff is
8 referring to the Truth in Lending Act, which he references in the jurisdictional section of
9 the amended complaint. (Doc. 7 at 1) The Truth in Lending Act (“TILA”) and its
10 accompanying regulations require various disclosures in lending agreements. *See* 15
11 U.S.C. §§ 1601–1616, 12 C.F.R. pt. 226. The TILA confers a statutory “right of action
12 only on a borrower in a suit against a borrower’s creditor.” *Talley v. Deutsche Bank Trust*
13 *Co.*, 2008 WL 4606302, at *2 (D.N.J. Oct. 15, 2008).

14 Plaintiff, who has filed six lawsuits in the District Court of Arizona since 2010,
15 alleges in his claim for relief that “the contract between the parties” is not valid because
16 the “amounts indicated in the *financing statement and security agreement* are not
17 consistent with the *Offer and Acceptance Contract* signed and approved by both
18 parties.” (Doc. 7 at 2) (emphasis in original). Plaintiff does not provide a copy of the
19 contract to assist the Court in understanding his claim and fails to provide any other
20 information about the contract he is disputing, except to say that the “invalid contract
21 compelled monthly payments that were far in excess of the *Offer and Acceptance*
22 *Contract*” that he “only paid because he was compelled by the financing statement and
23 security agreement to do so.” (*Id.* at 3) (emphasis in original). Despite the “TILA” label,
24 Plaintiff does not include any allegations related to the TILA. The only citation to legal
25 authority in the claim for relief is Arizona Revised Statute (“A.R.S.”) § 47-3308, which
26 pertains to proof of signatures.

27 The Court finds that Plaintiff’s conclusory allegations are insufficient to state a
28 claim under the TILA. Plaintiff fails to identify which provision of the TILA Defendant

1 allegedly violated. He also fails to adequately identify the “contract” at issue, or to
2 describe the Defendant’s conduct that gave rise to the alleged TILA violation. Such
3 conclusory allegations are insufficient to state a claim under the TILA, even considering
4 Plaintiff’s *pro se* status. See *Dominick v. Chase Home Fin. LLC*, 2012 WL 78886, at *2
5 (D. Ariz. Jan. 11, 2012) (dismissing *pro se* plaintiff’s TILA claims as conclusory); *Smith*
6 *v. Aurora Loan Servs*, 2010 WL 3504899, at *3 (E.D. Cal. Sept. 7, 2010) (finding that
7 *pro se* plaintiff’s conclusory allegations did not state a claim under TILA). The Court
8 further finds that Plaintiff’s conclusory allegations fail to state a claim for relief on any
9 other basis.

10 While *pro se* Plaintiff’s pleadings are held to a less stringent standard than those
11 prepared by attorneys, *Rand v. Rowland*, 154 F.3d 952, 957 (9th Cir. 1998) (citing *Haines*
12 *v. Kerner*, 404 U.S. 519, 520-21 (1972)), *pro se* litigants must “abide by the rules of the
13 court in which he litigates.” *Carter v. Commissioner of Internal Revenue*, 784 F.2d 1006,
14 1008 (9th Cir. 1986). *Pro se* litigants “must meet certain minimal standards of pleading.”
15 *Ticktin v. C.I.A.*, 2009 WL 976517, at *4 (D. Ariz. April 9, 2009) (citation omitted). “A
16 *pro se* complaint that . . . fails to plainly and concisely state the claims asserted . . . falls
17 short of the liberal and minimal standards set out in Rule 8(a).” *Id.* (citation and internal
18 quotation marks omitted); see also *Vega v. JPMorgan Chase Bank, N.A.*, 654 F.Supp.2d
19 1104, 1111 (E.D. Cal. 2009) (holding that the Rule 8 requirement “applies to good claims
20 as well as bad, and is the basis for dismissal independent of Rule 12(b)(6)”) (citation
21 omitted).

22 Because the minimal facts alleged in the amended complaint against Defendant
23 Earnhardt’s Gilbert Dodge, Inc. “do not permit the court to infer more than the mere
24 possibility of misconduct, the [amended] [c]omplaint has alleged - but it has not shown -
25 that [Plaintiff] is entitled to relief.” *Iqbal*, 556 U.S. at 679 (quoting Fed.R.Civ.P. 8(a)(2))
26 (brackets and internal quotation marks omitted). The Court finds the amended complaint
27 fails to adequately plead a plausible claim against Defendant. Because Plaintiff has not
28 cured the deficiencies expressly outlined in the Court’s February 3, 2014 Order, and his

1 amended complaint fails to state a claim upon which relief could be granted, Plaintiff's
2 First Amended Complaint and this action will be dismissed.

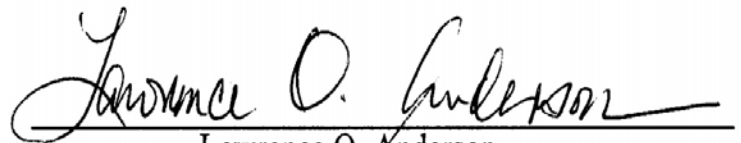
3 Accordingly,

4 **IT IS ORDERED** that Plaintiff's First Amended Complaint, doc. 7, is
5 **DISMISSED** pursuant to 28 U.S.C. § 1915(e)(2)(B)(ii) without further leave to amend
6 for failure to state a claim upon which relief can be granted.

7 **IT IS FURTHER ORDERED** that all pending motions in this action are
8 **DENIED** as moot.

9 **IT IS FURTHER ORDERED** that this action is dismissed and the Clerk of Court
10 is kindly directed to enter judgment accordingly.

11 DATED this 1st day of July, 2014.

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14 Lawrence O. Anderson
15 United States Magistrate Judge
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