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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

JUSTIN TERRELL BEAVERS,

Plaintiff,

v.

SCHNEIDER NATIONAL, INC.,

Defendant.

1:17-cv-647-LJO-JLT

**MEMORANDUM DECISION AND
ORDER RE DEFENDANT'S MOTION
TO DISMISS (Doc. 3)**

12 Defendant Schneider National, Inc. move to dismiss pro se Plaintiff Justin Terrell Beavers's
13 complaint under Federal Rule of Civil Procedure 12(b)(6) on the ground it fails to comply with Federal
14 Rule of Civil Procedure 8 and fails to state a claim because it is unintelligible. See Doc. 3.¹

15 The Court agrees. Plaintiff's complaint is an eight-page, single-spaced narrative and purports to
16 bring twelve causes of action against Defendants. The Court cannot understand how the facts, as alleged,
17 relate to Defendant or could support any cause of action.

18 Accordingly, the Court GRANTS Defendant's motion to dismiss WITHOUT LEAVE TO
19 AMEND. The Clerk of Court is directed to CLOSE this case.

20 IT IS SO ORDERED.

21 Dated: June 19, 2017

/s/ Lawrence J. O'Neill
UNITED STATES CHIEF DISTRICT JUDGE

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23 ¹ Defendant further contends the complaint should be dismissed because Plaintiff failed to file a timely opposition to
24 Defendant's motion to dismiss. See Doc. 6. On June 14, 2017, a week after his opposition was due, Plaintiff filed a document
25 titled Plaintiff's "contractual agreement list of settlement [sic] options in and for Defendant, non negotiable." Doc. 9. This
appears to be a number of purported settlement offers from Plaintiff to Defendant, which the Court cannot consider. Further,
the Court cannot construe the document as an opposition to Defendant's motion to dismiss. Accordingly, Defendant's motion
is unopposed.