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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DYLAN LLOYD JONES,
Plaintiff,
v.
LIBERTY MUTUAL, et al.,
Defendants.

No. 2:19-cv-02049-MCE-KJN

ORDER

Plaintiff Dylan Lloyd Jones (“Plaintiff”), a state prisoner proceeding pro se, brings the instant action. The matter was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302.

On January 30, 2020, the magistrate judge filed findings and recommendations which were served on the parties and which contained notice to the parties that any objections to the findings and recommendations were to be filed within fourteen (14) days. (ECF No. 32.) On February 10, 2020, Plaintiff filed Objections to the Findings and Recommendations. (ECF No. 33.) On February 21, 2020, Defendants filed a Reply to Plaintiff’s objections. (ECF No. 35.)

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1 This Court reviews de novo those portions of the proposed findings of fact to which
2 objection has been made. 28 U.S.C. § 636(b)(1); *McDonnell Douglas Corp. v. Commodore*
3 *Business Machines*, 656 F.2d 1309, 1313 (9th Cir. 1981), cert. denied, 455 U.S. 920 (1982); see
4 also *Dawson v. Marshall*, 561 F.3d 930, 932 (9th Cir. 2009). As to any portion of the proposed
5 findings of fact to which no objection has been made, the Court assumes its correctness and
6 decides the motions on the applicable law. See *Orand v. United States*, 602 F.2d 207, 208 (9th
7 Cir. 1979). The magistrate judge’s conclusions of law are reviewed de novo. See *Britt v. Simi*
8 *Valley Unified Sch. Dist.*, 708 F.2d 452, 454 (9th Cir. 1983).

9 Having carefully reviewed the entire file under the applicable legal standards, the Court
10 finds the Findings and Recommendations to be supported by the record and by the magistrate
11 judge’s analysis.

12 Plaintiff objects to the finding that his breach of contract claims are barred by the statute
13 of limitations and should be dismissed with prejudice. He argues his claims accrued in 2018, not
14 2014 as discussed in the Findings and Recommendations. (ECF No. 33.) Plaintiff’s argument is
15 unavailing. Plaintiff unambiguously alleges facts in his First Amended Complaint showing that
16 his breach of contract claims originated in 2014. Plaintiff may not amend his complaint to
17 directly contradict his prior allegations in order to survive a statute of limitations bar. See *Airs*
18 *Aromatics, LLC v. Opinion Victoria’s Secret Stores Brand Mgmt., Inc.*, 744 F.3d 595, 600 (9th
19 Cir. 2014). Consequently, leave to amend would be futile. The Court finds Plaintiff’s remaining
20 objections are conclusory and without merit. Therefore, Plaintiff’s objections are overruled.

21 Accordingly, IT IS HEREBY ORDERED that:

- 22 1. The Findings and Recommendations (ECF No. 32) are adopted in full;
- 23 2. Defendants’ Motion to Dismiss and Motion to Strike Plaintiff’s First Amended
24 Complaint (ECF No. 15) is GRANTED as follows:

- 25 a. Plaintiff’s contract claims in the First Amended Complaint (ECF No. 13) are
26 DISMISSED, with prejudice; and
- 27 b. To the extent the First Amended Complaint asserts claims regarding the
28 Superior Court TRO, Defendants’ Motion to Strike is GRANTED;

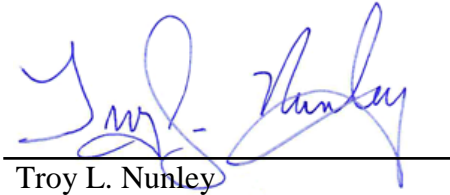
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3. Plaintiff's Motions to Amend the Complaint (ECF Nos. 16, 18) are DENIED; and

4. The Clerk of the Court is directed to close this case.

IT IS SO ORDERED.

DATED: April 7, 2020



Troy L. Nunley
United States District Judge