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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CLYDE R. DAVENPORT,  
Plaintiff,  
v.  
JP MORGAN CHASE, et al.,  
Defendants.

Case No. [16-cv-05447-MMC](#)

**ORDER GRANTING DEFENDANT  
JPMORGAN CHASE BANK, N.A.'S  
MOTION TO DISMISS; GRANTING  
LEAVE TO AMEND; CONTINUING  
CASE MANAGEMENT CONFERENCE**

Re: Dkt. No. 9

Before the Court is defendant JPMorgan Chase Bank, N.A.'s ("Chase") motion to dismiss, filed September 30, 2016. Plaintiff Clyde R. Davenport ("Davenport") has not filed opposition. Having read and considered the papers filed in support of the motion, the Court rules as follows.<sup>1</sup>

In his complaint, Davenport asserts eight causes of action, each of which appears to be based on Chase's allegedly unlawful initiation of foreclosure proceedings on Davenport's property. Chase seeks dismissal on the ground, inter alia, that Davenport, in violation of Rule 8(a) of the Federal Rules of Civil Procedure, has failed to provide fair notice as to the nature of his claims.

Rule 8(a) requires a complaint to contain "a short and plain statement of the claim showing that the pleader is entitled to relief," see Fed. R. Civ. P. 8(a)(2), so as to "give the defendant fair notice of what the claim is and the grounds upon which it rests," see Erickson v. Pardus, 551 U.S. 89, 93 (2007) (internal quotation, citation, and alteration omitted). A complaint complies with Rule 8(a) when it "sets forth who is being sued, and

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<sup>1</sup> By order filed November 23, 2016, the Court took the matter under submission.

1 on what theory, with enough detail to guide discovery.” See McHenry v. Renne, 84 F.3d  
 2 1172, 1177 (9th Cir.1996). By contrast, a complaint that lacks “simplicity, conciseness  
 3 and clarity as to whom [a plaintiff is] suing for what wrongs, fails to perform the essential  
 4 functions of a complaint,” and is subject to dismissal. See id. at 1180; see also Cafasso  
 5 v. General Dynamics C4 Systems, Inc., 637 F.3d 1047, 1059 (9th Cir. 2011) (noting,  
 6 “Rule 8(a) has been held to be violated by . . . a complaint that was highly repetitious, or  
 7 confused, or consisted of incomprehensible rambling”) (internal quotation and citation  
 8 omitted).<sup>2</sup>

9 Here, Davenport appears to base his claims for relief on the theory that the 2013  
 10 assignment of his loan to Chase was fraudulent. In support thereof, Davenport attaches  
 11 to his complaint a Deed of Trust naming Davenport as “Borrower”<sup>3</sup> and Washington  
 12 Mutual Bank (“WaMu”) as “Lender” (see Compl. Ex. 1), which Davenport alleges WaMu  
 13 “caused to be recorded” in Contra Costa County “[o]n February 27, 2008” (see Compl.  
 14 ¶ 7). Davenport further alleges that “in September 2008, [WaMu] was purportedly  
 15 purchased from the Federal Deposit Insurance Corporation (FDIC) by [Chase].” (See  
 16 Compl. ¶ 9.) Next, Davenport alleges that Chase “fraudulently transferred to itself the  
 17 subject real property . . . while falsely attesting to transfer on behalf of the FDIC” (see id.  
 18 ¶ 10) and attaches to his complaint a copy of an Assignment of Deed of Trust recorded  
 19 January 30, 2013 (see Compl. Ex. 2). The above-referenced allegations as to the 2013  
 20 assignment, however, appear to be wholly inconsistent with Davenport’s allegation that  
 21 Chase purchased WaMu in 2008. In other words, Davenport has not given fair notice to  
 22 Chase or the Court as to how Chase allegedly fraudulently sought to transfer to itself in  
 23 2013 an asset that it allegedly acquired in 2008.

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 25 <sup>2</sup> The Court notes Davenport filed his complaint in state court and thus was not, at  
 26 the time of filing, required to comply with Rule 8(a). Nevertheless, as the instant action  
 27 was subsequently removed to federal court, the Federal Rules of Civil Procedure govern.  
 28 See Fed. R. Civ. P. 81(c)(1) (stating “[t]hese rules apply to a civil action after it is  
 removed from a state court”).

<sup>3</sup> Although the Deed of Trust lists borrowers other than Davenport (see Compl.  
 Ex. 1), the instant action is brought only on behalf of Davenport.

