

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

HARRY E. DAVIS, JR.,	)	4:10CV3221
	)	
Plaintiff,	)	
	)	
v.	)	<b>MEMORANDUM</b>
	)	<b>AND ORDER</b>
DON HIATT, et al.,	)	
	)	
Defendants.	)	

This matter is before the court on its own motion. The above-captioned matter was filed on November 17, 2010. (Filing No. 1.) Due to certain technical defects, the Complaint cannot be further processed until such defects are corrected. To assure further consideration of the Complaint, Plaintiff must correct the defect listed below. **FAILURE TO CORRECT THE DEFECT MAY RESULT IN DISMISSAL OF THE COMPLAINT.**

Plaintiff has failed to include the \$350.00 filing fee. Plaintiff has the choice of either tendering the \$350.00 fee to the Clerk of the court or submitting a request to proceed in forma pauperis and an affidavit of poverty in support thereof. If Plaintiff chooses to do the latter, the enclosed pauper’s forms should be completed and returned to this court.

IT IS THEREFORE ORDERED that:

1. Plaintiff is directed to either tender the \$350 filing fee or submit a request to proceed in forma pauperis and an affidavit of poverty in support thereof on or before January 3, 2011.
2. Failure to comply with this Memorandum and Order will result in dismissal of this matter without further notice.

3. The Clerk of the court is directed to send to Plaintiff the Form AO240, Application to Proceed Without Prepayment of Fees and Affidavit.

4. The Clerk of the court is directed to set a pro se case management deadline in this case using the following text: January 3, 2011: deadline for tendering filing fee or submitting in forma pauperis request and affidavit.

DATED this 2<sup>nd</sup> day of December, 2010.

BY THE COURT:

*Richard G. Kopf*  
United States District Judge

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