

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

BILLIE JOE CHAPMAN,)
)
 Plaintiff,)
)
 v.)
)
 ELLEN POLAND, MARK LUND,)
 STEVE JENKINS, JIM PAYNE,)
 HAROLD MURREN, JOHN/JANE)
 DOE, Mail Room Manager, and)
 JOHN/JANE DOE, Records)
 Manager,)
)
 Defendants.)

4:13CV3205

**MEMORANDUM
AND ORDER**

This matter is before the court on Plaintiff’s Motion (Filing No. [21](#)), which he titled, “Motion for Reconsideration because Plaintiff has no control over his Account, Defendants are Misleading.” Plaintiff seeks reconsideration of the court’s Memorandum and Order dated July 18, 2014, in which the court dismissed Plaintiff’s Complaint because he failed to comply with the court’s order that he pay an initial partial filing fee in the amount of \$6.70.

As explained to Plaintiff on numerous occasions in this case and others, a plaintiff must pay an initial partial filing fee in the amount of 20 percent of the greater of Plaintiff’s average monthly account balance or average monthly deposits for the six months preceding the filing of the complaint. [28 U.S.C. § 1915\(b\)\(1\)](#). Here, the court assessed an initial partial filing fee and warned Plaintiff that his case would be dismissed if he failed to pay the initial partial filing fee by July 10, 2014. The July 10 deadline passed and Plaintiff did not pay the initial partial filing fee *or seek an extension of time in which to do so*. Accordingly, the court dismissed Plaintiff’s case. Upon careful consideration, the court finds no good cause to reconsider any portion of its previous order dismissing Plaintiff’s case without prejudice.

IT IS THEREFORE ORDERED that: Petitioner's Motion for Reconsideration (Filing No. [21](#)) is denied.

DATED this 29th day of July, 2014.

BY THE COURT:

s/ John M. Gerrard
United States District Judge

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