

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

LEOURIETA B. GLASS,	)	8:11CV211
	)	
Plaintiff,	)	
	)	
v.	)	<b>MEMORANDUM</b>
	)	<b>AND ORDER</b>
STATE OF NEBRASKA, et al.,	)	
	)	
Defendants.	)	

This matter is before the court on 14 Motions filed by Plaintiff Leourieta B. Glass (“Glass” or “Plaintiff”). As set forth below, Plaintiff’s Motions are denied.

***MOTIONS TO STRIKE***

Plaintiff has filed numerous Motions to Strike in response to Defendants’ Motions to Dismiss. (Filing Nos. [65](#), [67](#), [70](#), [96](#), [102](#), [104](#), [110](#), [112](#), [145](#), and [148](#).) Defendants’ Motions to Dismiss are properly filed Rule 12(b) motions. As such, the court will not strike them, and Plaintiff’s Motions to Strike will be denied. Furthermore, Plaintiff’s Motions to Strike are duplicative, frivolous, nonsensical, or all three. **Plaintiff is cautioned against filing frivolous motions.** Failure to comply with this Memorandum and Order will result in further action by this court, including sanctions if necessary.

***MOTIONS TO SET ASIDE JUDGMENT AND FOR INJUNCTIVE RELIEF***

Plaintiff has filed a Motion to Set Aside Judgment and a “Motion and Affidavit to Convene a Three-Judge Court and Injunction [sic] Relief.” (Filing Nos. [90](#) and [92](#).) These motions are duplicative of arguments that have already been raised by Plaintiff and denied by the court. (See Filing Nos. [57](#) and [78](#).) As such, these motions will be denied.

## ***MOTION TO INQUIRE INTO TRUTHFULNESS OF PLEADINGS***

Plaintiff has filed a “Motion for the Court to Inquire into the Truthfulness [sic] of Pleading Filed With This [sic] by Attorney Richard Gilloon for the Benefit of Defendant Oris J. Glass, Jr.” (Filing No. [136](#).) Plaintiff’s Motion is nonsensical. Further, she has not provided any evidence or law to support her Motion. As such, it will be denied.

## ***MOTION FOR RECUSAL***

Plaintiff has filed a Motion for Recusal of the undersigned judge. (Filing No. [144](#).) In her Motion, Plaintiff alleges the undersigned judge deliberately violated her “liberties” in the past in Case Number 8:06cv699.<sup>1</sup> The court has carefully reviewed Plaintiff’s Motion and the filings in Case Number 8:06cv699. In accordance with [28 U.S.C. § 455\(a\)](#), the court finds that there is nothing indicating that the court’s “impartiality might reasonably be questioned” or that there is any other basis for recusal or reassignment in this matter. Accordingly, Plaintiff’s Motion for Recusal (filing no. [144](#)) will be denied.

IT IS THEREFORE ORDERED that:

1. Plaintiff’s Motions to Strike (filing nos. [65](#), [67](#), [70](#), [96](#), [102](#), [104](#), [110](#), [112](#), [145](#), and [148](#)) are denied.

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<sup>1</sup>The court takes judicial notice that in *Campos v. Barney G. Inc., et al.*, 8:06CV699 (D. Neb. 2006), the court entered default judgment against three defendants, including Glass. (Case No. 8:06CV699, Filing No. [15](#).) The court later vacated the judgment entered against the defendants in light of an out-of court settlement reached by the parties. (Case No. 8:06CV699, Filing No. [17](#).)

2. Plaintiff's Motion to Set Aside Judgment and "Motion and Affidavit to Convene a Three-Judge Court and Injunction Relief" (filing nos. [90](#) and [92](#)) are denied.

3. Plaintiff's "Motion for the Court to Inquire into the Truthfulness [sic] of Pleading Filed With This by Attorney Richard Gilloon for the Benefit of Defendant Oris J. Glass, Jr" (filing no. [136](#)) is denied.

4. Plaintiff's Motion for Recusal (filing no. [144](#)) is denied.

5. Plaintiff is cautioned against filing frivolous motions. Failure to comply with this Memorandum and Order will result in further action by this court, including sanctions if necessary.

DATED this 13<sup>th</sup> day of October, 2011.

BY THE COURT:

s/ Joseph F. Bataillon  
Chief United States District Judge

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