

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

TERRY L. WALLICK, and DALE
MARTENSEN,

Plaintiffs,

v.

KATE JORGENSEN, THEREASA
RISOLIO, MARK ALBIN, MICHAEL
UNGER, ROBERT B. ENSZ, and
WALTER B. LAMMLI,

Defendants.

CASE NO. 8:11CV333

MEMORANDUM
AND ORDER

This matter is before the court on its own motion. The above-captioned matter was provisionally filed on September 26, 2011. (Filing No. [1](#).) However, the Complaint cannot be further processed until certain technical defects are corrected. To assure further consideration of the Complaint, each Plaintiff must correct the defect listed below. **A PLAINTIFF’S FAILURE TO CORRECT THE DEFECT WILL RESULT IN DISMISSAL OF THAT PLAINTIFF’S CLAIMS.**

To proceed with this matter, each Plaintiff must submit a signed request to proceed in forma pauperis and an affidavit of poverty in support thereof, or tender the \$350.00 filing fee to the Clerk of the court. If a Plaintiff chooses to submit a request to proceed in forma pauperis, the enclosed pauper’s forms should be completed and returned to this court.

IT IS THEREFORE ORDERED that:

1. Each Plaintiff must submit a signed application to proceed in forma pauperis, or pay the \$350.00 filing fee, on or before October 26, 2011;
2. A Plaintiff’s failure to comply with this Memorandum and Order will result in the dismissal of that Plaintiff’s claims without further notice;

3. The Clerk of the court is directed to send Form AO240, Application to Proceed Without Prepayment of Fees and Affidavit, to each Plaintiff; and
4. The Clerk of the court is directed to set a pro se case management deadline in this matter with the following text: October 26, 2011: Check for MIFP or payment.

DATED this 3rd day of October, 2011.

BY THE COURT:

s/Laurie Smith Camp
United States District Judge

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