

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

BRYAN BEHRENS,	)	8:13CV17
	)	
Plaintiff,	)	
	)	
v.	)	<b>MEMORANDUM</b>
	)	<b>AND ORDER</b>
CHASE HOME FINANCE,	)	
	)	
Defendant.	)	

This matter is before the court on its own motion. On January 11, 2013, Plaintiff filed his Complaint in this matter along with a Motion for Leave to Proceed in Forma Pauperis (“IFP”). (Filing Nos. [1](#) and [2](#).) On March 25, 2013, the court granted Plaintiff’s IFP Motion and assessed an initial partial filing fee pursuant to [28 U.S.C. § 1915\(b\)\(1\)](#). (Filing No. [17](#).) In doing so, the court warned Plaintiff that his case would be subject to dismissal if he failed to pay the initial partial filing fee by April 25, 2013. (*Id.*) On April 18, 2013, the court extended the deadline for Plaintiff to pay the initial partial filing fee until May 27, 2013. (Filing No. [20](#).)

The May 27, 2013, deadline has passed and Plaintiff has not paid the initial partial filing fee in this matter. (*See* Docket Sheet.) Therefore, Plaintiff’s case is dismissed for failing to comply with the court’s orders. *See* [Fed. R. Civ. Pro. 41\(b\)](#); *see also* [Conley v. Holden, No. 03-3908, 2004 WL 2202452, at \\*1 \(8th Cir. Sept. 21, 2004\)](#) (affirming district court’s dismissal of inmate’s case for failing to pay the assessed initial partial filing fee).

IT IS THEREFORE ORDERED that:

1. Plaintiff’s Complaint (filing no. [1](#)) is dismissed without prejudice because Plaintiff failed to comply with this court’s orders.

2. All pending motions are denied.

3. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 3<sup>rd</sup> day of June, 2013.

BY THE COURT:

*Richard G. Kopf*

Senior United States District Judge

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