

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA
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4 Lawrence Graham,
5 Plaintiff
6 v.
7 U.S. Bank, et al.,
8 Defendants

2:16-cv-02284-JAD-VCF

Order Denying Motion for Temporary
Restraining Order and Motion for
Preliminary Injunction

[ECF Nos. 8, 9]

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10 Pro se plaintiff Lawrence Graham sues U.S. Bank and Quality Loan Service for wrongful-
11 foreclosure and related claims,¹ and he has filed a motion for a temporary restraining order and a
12 motion for a preliminary injunction.² Graham seeks an order rescinding the foreclosure sale of his
13 property and enjoining any further transfer of the property. I find that Graham has not met the
14 standard for obtaining injunctive relief because he has failed to demonstrate that he is likely to suffer
15 irreparable harm in its absence, so I deny the motions.

16 Discussion

17 The legal standard for issuing a temporary restraining order and the legal standard for
18 preliminary injunctive relief are “substantially identical.”³ In *Winter v. Natural Resources Defense*
19 *Council, Inc.*, the Supreme Court clarified that the standards “require[] a party to demonstrate ‘that
20 he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of
21 preliminary relief, that the balance of equities tips in his favor, and that [a temporary restraining
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25 ¹ ECF No. 10.

26 ² ECF Nos. 8, 9.

27 ³ See *Stuhlberg Intern. Sales Co. v. John D. Brush and Co.*, 240 F.3d 832, 839 n.7 (9th Cir.
28 2001) (stating that the “analysis is substantially identical for the injunction and the TRO”).

1 order] is in the public interest.’’⁴ “[I]f a plaintiff can only show that there are ‘serious questions
2 going to the merits’—a lesser showing than likelihood of success on the merits—then a preliminary
3 injunction may still issue if the ‘balance of hardships tips *sharply* in the plaintiff’s favor,’ and the
4 other two *Winter* factors are satisfied.’’⁵

5 The second *Winter* factor requires Graham to demonstrate that he is likely to suffer
6 irreparable harm if not granted injunctive relief. “Irreparable harm is traditionally defined as harm
7 for which there is no adequate legal remedy, such as an award of damages.”⁶ “Those seeking
8 injunctive relief” must do more than just state or argue that they will suffer irreparable harm, they
9 “must proffer evidence sufficient to establish a likelihood of irreparable harm.”⁷

10 The bulk of Graham’s amended complaint and the pending motions consists of general
11 allegations about the alleged predatory lending practices that led to the housing-market crash. It
12 appears that Graham is a trustee of the “23411 Winecka Trust,” which owns a 7% interest in a
13 property located in Washington State that the defendants foreclosed on and sold. Graham does not
14 explain or offer any evidence to show that he will likely suffer irreparable harm in the absence of
15 injunctive relief. The property has already been sold, and Graham does not allege or offer evidence
16 to show that he owns another property that will be subject to defendants’ allegedly illegal lending
17 and foreclosure practices.⁸ Because the test for preliminary injunctive relief requires satisfaction of
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19 ⁴ *Stormans, Inc. v. Selecky*, 586 F.3d 1109, 1127 (9th Cir. 2009) (quoting *Winter v. Natural Res. Def.*
20 *Council, Inc.*, 555 U.S. 7, 20 (2008)).

21 ⁵ *Shell Offshore, Inc. v. Greenpeace, Inc.*, 709 F.3d 1281, 1291 (9th Cir. 2013) (quoting with
22 emphasis *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011)).

23 ⁶ *Arizona Dream Act Coalition v. Brewer*, 757 F.3d 1053, 1068 (9th Cir. 2014) (citing *Rent-A-*
24 *Center, Inc. v. Canyon Television & Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir. 1991)).

25 ⁷ *Herb Reed Enter., LLC v. Fla. Ent. Mgmt., Inc.*, 736 F.3d 1239, 1251 (9th Cir. 2013), cert. denied,
26 135 S.Ct. 57 (2014).

27 ⁸ Graham alleges that the trust “will be irreparably harmed by the predatory lending practices of the
28 lender in this matter and further damaged by the illegal foreclosure practices of quality,” ECF No. 8
at 2, but he does not explain how the trust will be harmed or offer any evidence to back up this
assertion.

1 all four *Winter* factors, failure to satisfy any one of them—as Graham has failed to demonstrate
2 likelihood of irreparable harm here—requires denial of this request for a temporary restraining order
3 and a preliminary injunction.⁹

4 **Conclusion**

5 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Graham’s
6 second motion for temporary restraining order [ECF No. 8] and second motion for preliminary
7 injunction [ECF No. 9] are **DENIED**.

8 Dated this 7th day of November, 2016.

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11 Jennifer A. Dorsey
12 United States District Judge
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25 ⁹ I also note that, even if Graham satisfied the *Winter* factors, whatever third party the defendants
26 sold the property to is not a party to this action, and Graham has not demonstrated to me that this
27 court has the authority to enjoin a non-party from selling or encumbering the property—especially
28 because the property is located in another state. Graham’s complaint also raises serious concerns
about whether this is the proper venue for Graham’s claims.