

D/F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MAUREEN ELENA SOLOMON,

Plaintiff,

-against-

ORDER
12-CV-2856 (SJF)(GRB)

DAVIDSON FINK, LLP, OCWEN LOAN SERVICING
LLC, LITTON LOAN SERVICING LP, WILMINGTON
TRUST AS SUCCESSOR TO THE BANK OF NEW YORK
AS SUCCESSOR TO JP MORGAN CHASE BANK,
NATIONAL ASSOCIATION AS TRUSTEE FOR C-BASS
MORTGAGE LOAN ASSET-BACKED CERTIFICATES,
SERIES 2005-CB4, ET AL TRUSTEES, CLERKS,
ADMINISTRATORS, AND ITS ASSOCIATES,
LOAN # A05030983 OFFICE OF CONSTABLES,
PCT 1-8, NASSAU COUNTY, OFFICE OF JUSTICE OF
THE PEACE COURTS, ADMINISTRATORS, CLERKS,
ASSIGNEES AND ASSOCIATES, ETC.,

FILED
IN CLERK'S OFFICE
U S DISTRICT COURT E D N Y

★ OCT 1 2012 ★

LONG ISLAND OFFICE

Defendants.

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FEUERSTEIN, District Judge:

On July 16, 2012, the Court granted the application of pro se plaintiff Maureen Elena Solomon (“plaintiff”) to proceed in forma pauperis and directed plaintiff to file an amended complaint within thirty (30) days from the date that the order was served upon her. Plaintiff has timely filed an amended complaint. [Docket No. 5]. Because the amended complaint alleges claims against only one of the above-named defendants, namely “Wilimington Trust, as Successor to the Bank of New York, as Successor to JP Morgan Chase, National Association as Trustee for C-Bass Mortgage Loan Asset-Backed Certificates, Series 2005-CB4” (“the Bank”), the amended complaint is dismissed sua sponte pursuant to 28 U.S.C. § 1915(e)(2)(B)(ii) insofar as it names as defendants Davidson Fink LLP, OCWEN Loan Servicing LLC, Litton Loan Servicing LP, the Office of Constables, PCT 1-8, Nassau County, and the Office of Justice of the

Peace Courts. Apart from the caption, the amended complaint does not mention or refer to any of these defendants, nor does it allege any conduct attributable to them. Accordingly, plaintiff fails to state a claim against these defendants, and her claims against them are dismissed without prejudice. 28 U.S.C. § 1915(e)(2)(B)(ii); Fed. R. Civ. P. 8(a) (“A pleading that states a claim for relief must contain . . . (2) a short and plain statement of the claim showing that the pleader is entitled to relief”); Valenzuela v. Riverbay Corp., No. 06 Civ. 903, 2007 WL 414487, at *2 (S.D.N.Y. Jan. 31, 2007) (“The purpose of [the short and plain statement] requirement is to give fair notice of a claim and the grounds upon which it rests so that the opposing party may identify the nature of the case, respond to the complaint, and prepare for trial.”).

Although the claims against the Bank are far from clear, the Court declines to dismiss them sua sponte at this early stage of the case. It is axiomatic that the Court is required to read a pro se plaintiff’s complaint liberally, see Erickson v. Pardus, 551 U.S. 89, 94 (2007), and to construe it “to raise the strongest arguments” suggested. Chavis v. Chappius, 618 F.3d 162, 170 (2d Cir. 2010) (quoting Harris v. City of N.Y., 607 F.3d 18, 24 (2d Cir. 2010)). Moreover, the Court must assume the truth of “all well-pleaded, nonconclusory factual allegations” in the complaint. Kiobel v. Royal Dutch Petroleum Co., 621 F.3d 111, 124 (2d Cir. 2010). Affording the amended complaint a liberal construction, plaintiff alleges that she was defrauded by the Bank in connection with a mortgage loan. Accordingly, the Clerk of Court is directed to forward copies of the summons, amended complaint and this Order to the United States Marshals Service for service upon the Bank forthwith.

The Court certifies pursuant to 28 U.S.C. § 1915(a)(3) that any appeal from this Order would not be taken in good faith and therefore in forma pauperis status is denied for the purpose

of any appeal. See Coppedge v. United States, 367 U.S. 438, 444-45 (1962).

SO ORDERED.

s/ Sandra J. Feuerstein

Sandra J. Feuerstein
United States District Judge

Dated: October 1, 2012
Central Islip, New York