

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

JEFFREY HAUN,

Plaintiff,

Case No. 6:17-cv-00052-MC

v.

OPINION AND ORDER

JPMORGAN CHASE BANK, N.A., et al.

Defendants.

MCSHANE, Judge:

Plaintiff Jeffrey Haun, proceeding *pro se*, moves to proceed *in forma pauperis* (“IFP”). ECF No. 2. The Court, pursuant to 28 U.S.C. § 1915(e)(2), must screen applications to proceed IFP and dismiss any case that is frivolous or malicious, or fails to state a claim on which relief may be granted. In two earlier orders, the court dismissed Haun’s complaint for failure to state claim. Those orders contained explicit instructions for Haun to follow. For example, Court noted that given the Oregon Supreme Court’s decisions in *Brandrup v. ReconTrust*, 353 Or. 668, 672

(2013) and *Niday v. GMAC Mortg., LLC*, 353 Or. 648, 660 (2013), Haun’s mere generalized allegations that he was harmed due to the “divergent paths” of the note and deed failed to state a claim. Additionally, the Court instructed Haun that as he brought a fraud claim, he must support the claim with the heightened pleading standards under rule 9(b).

Haun’s Second Amended Complaint fails to address any of the deficiencies noted in this Court’s two earlier orders. Haun still provides no allegations as to “the who, what, when, where, and how” of the alleged harm. *See Vess v. Ciba-Geigy Corp. USA*, 317 F.3d 1097, 1106 (9th Cir. 2003). Additionally, Haun failed to make any substantive changes to his First Amended Complaint. The Second Amended Complaint essentially is a verbatim recital of the First Amended Complaint. In the First Amended Complaint, in describing the date and time his claims arose, Haun alleged:

These event[s] have especially taken place within the past few years, following the crises and debacles stemming from the Mortgage Meltdown disaster circa 2008. Causes[] of action exist from divergent paths that have been taken by both the mortgage note and by the deed of trust. FAC, 4.

Haun’s Second Amended Complaint contains an identical allegation, with the only addition coming at the end of the paragraph, when Haun includes, “consistent with Federal question per FDIC practices and effects.” SAC, 4. Similarly, Haun cut and pasted the identical allegations from the “facts underlying your claim” section of the FAC into the SAC. Once again, Haun’s only addition comes at the end of the paragraph, where he includes “and is consistent with Federal question per FDIC practices and effects.” SAC, 5. These minor additions do not address the substantive failures identified in the two earlier orders. I previously warned Haun that failing to cure the deficiencies could result in dismissal with prejudice. As the SAC is

essentially a carbon copy of the FAC, it is clear that Haun is either unwilling or unable to address the instructions from the Court. The SAC not only fails to state a fraud claim, it fails to state any claim. As leave to amend would be futile, this action is dismissed, with prejudice.

IT IS SO ORDERED.

DATED this 27th day of July, 2017.

/s/ Michael McShane
Michael McShane
United States District Judge