

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

POLA MICHAELS :  
 :  
 : CIVIL ACTION  
 :  
 OPTION ONE MORTGAGE, : NO: 04-CV-4773  
 MARK J. UDREN & ASS., and :  
 VALLEY SETTLEMENT CO. :

**MEMORANDUM & ORDER**

**SURRICK, J.**

**JUNE 24, 2005**

Presently before the Court is Defendants Option One Mortgage and Mark J. Udren & Associates' Motion To Dismiss Pro Se Plaintiff's Complaint Pursuant To Federal Rule Of Civil Procedure 12(b)(6) (Doc. No. 3), Plaintiff Pola Michaels's "Answer To Defendants Motion To Dismiss As Per Rule 12(b)(6)" (Doc. No. 5), Plaintiff's "Injunction To Stop All Proceedings Of Evictions & Selling Of Property" (Doc. No. 2), Plaintiff's "Motion To Add Another Name On Plaintiff Side" (Doc. No. 8), and Defendants' Answer To Plaintiff's Motion To Amend The Complaint (Doc. No. 9). For the following reasons, Defendants' Motion will be granted and Plaintiff's Motions will be denied.

The pro se Plaintiff filed the Complaint in the instant case on October 12, 2004.<sup>1</sup> (Doc. No. 1.) Defendants assert that Plaintiff has no standing in this case because she transferred the property to her mother and that her Complaint and request for Injunctive Relief do not meet the

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<sup>1</sup>It appears that Plaintiff is alleging facts similar to those in another lawsuit filed on September 1, 2004, against defendants Pimlico Realty Co., Eastern Savings Bank, and Scott A. Dieterick, Esquire. (Complaint, *Michaels v. Pimlico Realty Co.*, No. 04-CV-4398, (E.D. Pa., Sept. 17, 2004.) In that case, we issued a Memorandum and Order on November 1, 2004, granting the defendants' motion to dismiss. (Doc. No. 11, No. 04-CV-4398.)

requirements of Federal Rule of Civil Procedure 8(a)(2). (Doc. No. 3)

We may dismiss a complaint only if “it is clear that no relief could be granted under any set of facts that could be proved consistent with the allegations.” *H.J., Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229, 249 (1989) (quoting *Hishon v. King & Spalding*, 467 U.S. 69 (1984)).

When considering a motion to dismiss, we need not credit a plaintiff’s “bald assertions” or “legal conclusions.” *Morse v. Lower Merion Sch. Dist.*, 132 F.3d 902, 906 (3d Cir. 1997).

Plaintiff’s Complaint is essentially unintelligible. She alleges conflicting facts and cannot determine the nature of her claim against Defendants. Federal Rule of Civil Procedure 8(a) provides that:

A pleading which sets forth a claim for relief, whether an original claim, counter-claim, cross-claim, or third-party claim, shall contain (1) a short and plain statement of the grounds upon which the court’s jurisdiction depends, unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to support it, (2) a short and plain statement of the claim showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief the pleader seeks.

Fed. R. Civ. P. 8(a). At first, it appears that Plaintiff alleges that Defendants unlawfully foreclosed on her property because her mortgage was not signed by her husband. She appears to allege that Defendants forged her husband’s name on the mortgage documents. (Doc. No. 1 at unnumbered 1-2.) She also alleges that the mortgage was to be in her name only. (*Id.*) Later, she states that the deed to the property is in her name only. (*Id.* at unnumbered 2.) Specifically, she states that “the deed that was recorded with the city of Philadelphia was in the Plaintiff’s name.” (Doc. No. 5 at unnumbered 1.) Moreover, while she claims the property is her own, she also alleges that “Plaintiff did transfer 9849 Haldeman ave Philadelphia pa 19115 [stet] to mother’s name.” (Doc. No. 5 at unnumbered 2.) After reviewing all of the documents submitted by Plaintiff, it is impossible for this Court to discern the exact nature of Plaintiff’s grievance.

She does not allege that the mortgage was not in default but she does appear to assert that the mortgage foreclosure is improper. Based upon her submissions, it is impossible to determine why. However, in her Response to Defendants' Motion, she alleges that she is entitled to damages in the amount of \$3,000,000 because of Defendants' improper conduct. (Doc. No. 5 at unnumbered 2.) Under the circumstances, Defendants' Motion to Dismiss will be granted, without prejudice to file an amended Complaint which coherently sets forth Plaintiff's claim against Defendants.

An appropriate Order follows.

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VALLEY SETTLEMENT CO. :

**ORDER**

AND NOW, this 24<sup>th</sup> day of June, 2005 upon consideration of Defendants Option One Mortgage and Mark J. Udren & Associates' Motion To Dismiss Pro Se Plaintiff's Complaint Pursuant To Federal Rule Of Civil Procedure 12(b)(6) (Doc. No. 3, No. 04-CV-4773), Plaintiff's "Motion To Add Another Name On Plaintiff Side" (Doc. No. 8, No. 04-CV-4773), and Plaintiff's "Injunction To Stop All Proceedings Of Evictions & Selling Of Property" (Doc. No. 2, No. 04-CV-4773) it is ORDERED that Defendants' Motion is GRANTED and Plaintiff's Motions are DENIED. Plaintiff's Complaint is dismissed without prejudice.

IT IS SO ORDERED.

BY THE COURT:

S:/R. Barclay Surrick, Judge