**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION**

# Robert Maurice Jones v. Yalcars Auto Sales, et al.

Maurice-Jones · No. 4:25-cv-02020 · Decided January 2, 2026

## SUMMARY

The United States District Court for the Northern District of Ohio dismissed Robert Maurice Jones's pro se complaint concerning the alleged securitization and monetization of a vehicle retail installment contract. The court granted in forma pauperis status but dismissed the action under 28 U.S.C. § 1915(e)(2)(B) because the allegations were unclear and conclusory, securitization did not provide a valid basis for relief, and no basis for diversity jurisdiction was shown.

## CASE DETAILS

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| COURT | United States District Court for the Northern District of Ohio, Eastern Division |
| WRITING FOR THE COURT | Benita Y. Pearson |
| JURISDICTION | United States District Court for the Northern District of Ohio, Eastern Division |
| DECIDED | January 2, 2026 |
| DOCKET | 4:25-cv-02020 |
| DISPOSITION | dismissed |
| PROCEDURAL POSTURE | A pro se plaintiff filed an action seeking declaratory judgment, injunctive relief, and damages concerning a retail installment contract for an automobile and moved to proceed in forma pauperis. The court granted in forma pauperis status, screened the complaint under 28 U.S.C. § 1915(e)(2)(B), and dismissed the action before service for failure to state a plausible federal claim and for lack of a demonstrated basis for diversity jurisdiction. |
| STANDARD OF REVIEW | Under 28 U.S.C. § 1915(e)(2)(B), the court must dismiss an in forma pauperis complaint before service if it is frivolous or malicious, fails to state a claim upon which relief may be granted, or seeks monetary relief from an immune defendant. For failure to state a claim, the complaint must contain sufficient factual matter, accepted as true, to state a plausible claim for relief, while pro se pleadings are liberally construed but must still satisfy basic pleading requirements. |

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| **PRECEDENTIAL VALUE** | Nonprecedential district-court memorandum and order; precedential status unknown. |

### TOPICS

motions to dismiss · pleadings · civil procedure · contracts · uniform commercial code

### PRACTICE AREAS

civil procedure · consumer finance · contract law · Uniform Commercial Code

### QUESTIONS PRESENTED

1. Whether the pro se complaint stated a plausible federal claim based on alleged securitization or monetization of the automobile loan and purported violations of constitutional due process and the Uniform Commercial Code.
2. Whether the court had a demonstrated basis to exercise diversity jurisdiction over any state-law claims relating to the installment loan.
3. Whether the complaint was subject to dismissal under 28 U.S.C. § 1915(e)(2)(B) for conclusory and unclear allegations that failed to satisfy federal pleading requirements.

### HOLDINGS

1. Allegations that an auto loan or promissory note was securitized or monetized, without more, do not provide a valid legal basis for relief because securitization alone does not make a note unenforceable or alter the borrower's obligation to repay the loan.
2. A pro se complaint must contain sufficient factual matter and a short, plain, concise, and direct statement showing entitlement to relief; conclusory allegations, labels, legal rhetoric, and formulaic recitations of elements are insufficient.
3. The plaintiff failed to demonstrate a basis for diversity jurisdiction over any state-law claim relating to the installment loan.

### KEY QUOTATIONS

> *"Pro se pleadings are entitled to liberal construction and are held to less stringent standards than formal pleadings drafted by lawyers."* (II)

> *"As a matter of law, securitization alone does not render a note . . . unenforceable and does not alter a borrower's obligation to pay back his loan."* (II)

> *"Plaintiff's complaint does not set forth "simple, concise, and direct" allegations or a "short and plain statement" of his claims showing that he is entitled to relief on some viable legal theory as required by federal notice pleading rules."* (II)

### FACTUAL BACKGROUND

Jones entered into a retail installment contract with Yalcars Auto Sales for the purchase of a 2016 Volkswagen Passat. He alleged that defendants treated the contract as a negotiable instrument or asset-backed security, securitized or monetized the promissory note without his knowledge, failed to provide disclosures, and ignored his purported debt-validation and default notices. He also alleged that he perfected a UCC-1 lien and assigned an interest into trust, and sought to prevent collection or repossession and obtain a declaration that no enforceable debt remained.

### PROCEDURAL HISTORY

Robert Maurice Jones filed a complaint against Yalcars Auto Sales and its chief executive officer, Yigit Yalcin. Because Jones did not pay the filing fee, he moved to proceed in forma pauperis. The court granted that motion, screened the complaint, dismissed the action under 28 U.S.C. § 1915(e)(2)(B), denied the request for issuance of summons as moot, and certified that an appeal could not be taken in good faith.

### DISPOSITION

dismissed

### CASES CITED

- Williams v. Curtin, 631 F.3d 380, 383 (6th Cir. 2011)
- Pilgrim v. Littlefield, 92 F.3d 413, 416 (6th Cir. 1996)
- Erwin v. Edwards, 22 F. App'x 579, 580 (6th Cir. 2001)
- Hill v. Lappin, 630 F.3d 468, 470-71 (6th Cir. 2010)
- Ashcroft v. Iqbal, 556 U.S. 662 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007)
- Swierkiewicz v. Sorema N.A., 534 U.S. 506, 514 (2002)
- Lillard v. Shelby Cnty. Bd. of Educ., 76 F.3d 716, 726 (6th Cir. 1996)
- Dauenhauer v. Bank of N.Y. Mellon, 562 F. App'x 473, 480 (6th Cir. 2014) (per curiam)
- Samples v. Bank of Am., N.A., No. 3:12-cv-44, 2012 WL 1309135, at *3-5 (E.D. Tenn. Apr. 16, 2012)
- Cox v. Bank of America, N.A., No. 1:23-cv-1976, 2024 WL 3091056, at *3 (N.D. Ohio June 21, 2024)
- Cox v. Bank of America, No. 1:23-cv-1977, 2025 WL 638905, at *4 (N.D. Ohio Feb. 27, 2025)