

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

TADESSE BAYENE,)	8:11CV250
)	
Plaintiff,)	
)	
v.)	MEMORANDUM
)	AND ORDER
FARMLAND FOODS,)	
)	
Defendant.)	

Plaintiff filed his Complaint in this matter on July 19, 2011. (Filing No. [1](#).) Plaintiff has previously been given leave to proceed in forma pauperis. (Filing No. [5](#).) The court now conducts an initial review of Plaintiff’s claims to determine whether summary dismissal is appropriate under [28 U.S.C. § 1915\(e\)\(2\)](#).

Condensed and summarized, Plaintiff alleges that he was wrongfully terminated and defamed by his former employer, Farmland Foods (“Farmland”). (Filing No. [1](#).) Plaintiff recently raised identical claims in [Case Number 8:11CV247](#). In that case, this court dismissed Plaintiff’s Complaint on initial review because (1) “Plaintiff’s wrongful termination claim against Farmland ha[d] been extinguished and [could not] be relitigated in this court” (Case No. 8:11CV247, Filing No. [6](#) at CM/ECF p. 5), and (2) Plaintiff failed “to establish subject matter jurisdiction for [his] defamation claims against Farmland” (*id.* at CM/ECF p. 6).

The claims Plaintiff raises in this matter are identical to those raised in [Case Number 8:11CV247](#). Accordingly, the court adopts the analysis set forth in its initial review of Plaintiff’s Complaint in Case Number 8:11CV247. (See [Case Number 8:11CV247](#), Filing No. [6](#).) As such,

IT IS THEREFORE ORDERED that:

1. Plaintiff's wrongful termination claims are dismissed with prejudice.
2. Plaintiff's defamation claims are dismissed without prejudice because this court lacks subject matter jurisdiction.
3. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 26th day of October, 2011.

BY THE COURT:

s/ Joseph F. Bataillon
Chief United States District Judge

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