

United States District Court
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

WAILEA PARTNERS, LP,)	Case No. 11-CV-3544 SC
a Delaware limited partnership,)	
)	ORDER DENYING PLAINTIFF'S
Plaintiff,)	<u>MOTION TO STRIKE</u>
)	
v.)	
)	
HSBC BANK USA, N.A.,)	
a national banking association,)	
)	
Defendant.)	
)	
)	
)	

Before the Court is Plaintiff Wailea Partners, LP's, ("Plaintiff") Motion to Strike portions of Defendant HSBC Bank USA, N.A.'s ("Defendant") Motion to Dismiss. ECF Nos. 37 ("MTS"), 23 ("MTD"). Plaintiff's Motion to Strike is DENIED as procedurally improper.

Plaintiff asks the Court to strike references to "premiums" in Defendant's pending Motion to Dismiss, arguing that the transactions at issue in this case did not involve premiums. MTS at 4. Under Federal Rule of Civil Procedure 12(f), "[t]he court may strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." Plaintiff's MTS is improper under Rule 12(f) because a motion to dismiss is not a pleading. See Fed. R. Civ. P. 7(a) (defining "pleading" as a complaint, an answer to a complaint, an answer to a counterclaim, an answer to a crossclaim, a third-party complaint,

