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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

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| <p>JAMES GROOMS; BRYCEMARIE<br/>PHELAN; KNUCKLE, INC., a Colorado<br/>Corporation,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>JOHN LEGGE; GWEN LEGGE; KNUKLE,<br/>INC., a California Corporation; ARTILLERY<br/>DISTRIBUTION, an entity, form unknown;<br/>SEAN MYERS; DEVIN MERCADO; and<br/>DOES 1 through 50 inclusive,</p> <p style="text-align: right;">Defendants.</p> | <p>CASE NO. 09cv489 - IEG - POR</p> <p>ORDER<br/>(1) DENYING DEFENDANTS'<br/>MOTION TO DISMISS FOR<br/>FAILURE TO STATE A CLAIM</p> <p>(2) DENYING DEFENDANTS'<br/>MOTION FOR A MORE DEFINITE<br/>STATEMENT</p> <p>[Doc. Nos. 60, 61.]</p> |
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In this unfair competition action, Defendants move to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) or, in the alternative, move for a more definite statement pursuant to Rule 12(e).<sup>1</sup> (Doc. Nos. 60, 61.) Having considered the parties' submissions,, the Court DENIES Defendants' motions for the following reasons.

**BACKGROUND**

The underlying facts of this case are well known to the parties and the Court and need not be repeated herein. On March 11, 2009, Plaintiffs filed a complaint asserting fifteen claims for relief: (1) unfair competition and false designation under 15 U.S.C. §1125; (2) cybersquatting, in violation

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<sup>1</sup> Defendants submit two separate, but identical motions. [Doc. No. 60, 61.] For the purposes of this order, the Court addresses Defendants' arguments simultaneously.

1 of 15 U.S.C. § 1125(d); (3) violations of California Business & Professions Code §§ 17200, 17500;  
2 (4) unfair competition under California’s common law; (5) trademark and trade name infringement;  
3 (6) conversion; (7) fraud; (8) intentional interference with prospective business advantage; (9)  
4 intentional interference with economic relationships; (10) defamation; (11) breach of oral/implied  
5 contract; (12) civil conspiracy; (13) declaratory relief; (14) accounting; and (15) constructive trust/  
6 equitable lien.

7 On March 17, 2009, the Court issued a Temporary Restraining Order, restraining Defendants  
8 from using the Knukle Inc. mark. (Doc. No. 14.) On April 8, 2009, the Court issued a preliminary  
9 injunction. (Doc. No. 51.) On May 22, 2009, the Court denied Defendants’ motion to dismiss or  
10 transfer the action. (Doc. No. 59.)

11 Presently, Defendants move to dismiss for a failure to state a claim pursuant to Fed. R. Civ.  
12 P. 12(b)(6). In the alternative, Defendants move for a more definite statement pursuant to Fed. R.  
13 Civ. P. 12(e), asserting they cannot reasonably prepare a response due to ambiguities in the complaint.  
14 Plaintiffs filed an opposition, but Defendants did not file a timely reply. The motion is amenable to  
15 disposition without oral argument. Local Civil Rule 7.1.

## 16 LEGAL STANDARD

### 17 A. Motion to Dismiss

18 A motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6) tests the legal sufficiency of the  
19 claims asserted in the complaint. Fed. R. Civ. P. 12(b)(6). To avoid a Rule 12(b)(6) dismissal, a  
20 complaint need not contain detailed factual allegations; rather, it must plead “enough facts to state a  
21 claim to relief that is plausible on its face.” Bell Atl. Corp. v. Twombly, 550 U.S.544 (2007). The  
22 court’s review is limited to the contents of the complaint and it must accept all factual allegations pled  
23 in the complaint as true, drawing all reasonable inferences from them in favor of the nonmoving party.  
24 Cahill v. Liberty Mutual Ins. Co., 80 F.3d 336, 337-38 (9th Cir.1996). Notwithstanding this  
25 deference, it is improper for a court to assume “the [plaintiff] can prove facts which [he or she] has  
26 not alleged.” Associated General Contractors of California, Inc. v. California State Council of  
27 Carpenters, 459 U.S. 519, 526 (1983). Furthermore, a court need not credit conclusory legal  
28 allegations cast in the form of factual allegations, unwarranted deductions of fact, or unreasonable

1 inferences. Sprewell v. Golden State Warriors, 266 F.3d 979, 988 (9th Cir. 2001).

2 **B. Motion for a More Definite Statement**

3 “A party may move for a more definite statement of a pleading . . . which is so vague or  
4 ambiguous that the party cannot reasonably prepare a response.” Fed. R. Civ. P. 12(e). “Motions for  
5 a more definite statement are viewed with disfavor, and are rarely granted.” Cellars v. Pacific Coast  
6 Packaging, Inc., 189 F.R.D. 575, 578 (N.D. Cal. 1999). “The proper test . . . is whether the complaint  
7 provides the defendant with a sufficient basis to frame his responsive pleadings.” Id. (quoting Federal  
8 Sav. and Loan Ins. Corp. v. Musacchio, 695 F. Supp. 1053, 1060 (N.D. Cal. 1988)).

9 **DISCUSSION**

10 **A. Motion to Dismiss**

11 **i. Parties’ Arguments**

12 Defendants argue Plaintiffs fail to state a claim because, although the complaint references  
13 documents essential to the claims, Plaintiffs failed to attach the referenced documents, citing Pension  
14 Benefit Guar. Corp. v. White Consol. Indus., 998 F.2d 1192, 1196 (3rd Cir. 1993). Specifically,  
15 Defendants argue Plaintiffs did not attach an email referenced in the complaint or a formal written  
16 investment agreement. Further, Defendants believe Plaintiffs did not state the alleged terms of the  
17 agreement with sufficient specificity.

18 Plaintiffs argue they state a claim notwithstanding their failure to attach the disputed email and  
19 investment agreement. Plaintiffs believe Defendants misconstrue and misapply Pension Benefit.  
20 According to Plaintiffs, the Pension Benefit court determined it could, at its election, review extrinsic  
21 documents referenced in the complaint if those documents clearly do not support the plaintiff’s claims.  
22 Here, Plaintiffs contend, they did not attempt to hide the contents of the document and the disputed  
23 documents support their claims.

24 **ii. Analysis**

25 The sole issue is whether Plaintiffs’ claims are *per se* deficient because Plaintiffs did not attach  
26 documents explicitly referenced in the complaint. The answer is an unequivocal no. To avoid a Rule  
27 12(b)(6) dismissal, a complaint need not contain detailed factual allegations; rather, it must plead  
28 “enough facts to state a claim to relief that is plausible on its face.” Bell Atl. Corp. v. Twombly, 550

1 U.S.544 (2007). On a motion to dismiss, it is not the court’s function to weigh the evidence, but rather  
2 to determine whether the complaint is legally sufficient. Official Comm. of Unsecured Creditors of  
3 Color Tile, Inc. v. Coopers & Lybrand, LLP, 322 F.3d 147 (2d Cir. 2003).

4 The case law does not support Defendants’ argument. In Pension Benefit, the court held “a  
5 court may consider an undisputedly authentic document that a defendant attaches as an exhibit to a  
6 motion to dismiss if the plaintiff’s claims are based on the document.” 993 F.2d at 1197. The court  
7 sought to prevent a plaintiff, with legally deficient claims, from surviving a motion to dismiss simply  
8 by failing to attach a dispositive document. Id. Importantly, the court *did not* require the plaintiff to  
9 attach the document to survive the motion; instead, Pension Benefit allows courts to review  
10 unattached, authenticated documents to determine if they are dispositive. Here, even if Pension  
11 Benefit were controlling, the documents do not contradict or dispose of Plaintiffs’ claims, therefore,  
12 Pension Benefit has no bearing on this case.

13 Further, Defendants’ proposed rule contravenes the plain language of Rule 8. Under Rule 8,  
14 a pleading states a claim if it contains “a short and plain statement of the claim showing that the  
15 pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). Importantly, Rule 8 *does not* require a plaintiff  
16 to attach *evidence* to support its claim as this would contravene the theoretical underpinnings of the  
17 notice pleading requirement.

18 Due to the profound lack of authority supporting Defendants’ position, coupled with the plain  
19 language of Rule 8, the Court DENIES Defendants’ motion to dismiss.

20 **B. Motion for a More Definite Statement**

21 i. Parties’ Arguments

22 Defendants argue they cannot reasonably be required to frame a responsive pleading because  
23 the complaint is too vague and ambiguous. Specifically, Defendants contend Plaintiffs fail to attach  
24 a written business agreement and provide conflicting accounts of the nature of the agreement.

25 Plaintiffs argue the complaint’s 15 pages of general factual allegations setting forth the events  
26 which underlie Plaintiffs’ claims weigh in favor of denying the Rule 12(e) motion. Plaintiffs assert  
27 their failure to attach the email and written business agreement does not make the claim vague or  
28 ambiguous. Finally, Plaintiffs assert the pleadings do not contain contradictory business terms, but

1 rather reflect the evolution of the business relationship, allegedly caused by Defendants' actions.

2 ii. Analysis

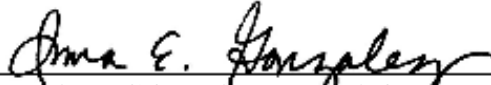
3 The pleading clearly sets forth fifteen causes of action, supported by 15 pages of general  
4 allegations. The general allegations detail the business relationship between Plaintiffs and Defendants  
5 in a manner that is both intelligible and coherent. The Court finds the terms of the business  
6 relationship, while disputed, are easily discernible notwithstanding the omission of a written business  
7 agreement. Furthermore, Plaintiffs subsequently identify not only the fifteen asserted claims, but also  
8 support these claims by citing specific facts underlying each claim. Defendants can reasonably be  
9 expected to formulate a reply to this complaint. As such, the Court DENIES Defendants' motion for  
10 a more definite statement.

11 **CONCLUSION**

12 For the foregoing reasons, the Court DENIES Defendants' motions.

13 **IT IS SO ORDERED.**

14 **DATED: July 8, 2009**

15   
16 **IRMA E. GONZALEZ, Chief Judge**  
17 **United States District Court**

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