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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 ADMIRAL INSURANCE COMPANY,
12 Plaintiff,

13 v.

14 URBAN HOUSING PARTNERS, INC.,
15 A California Corporation; SHERMAN D.
16 HARMER, An Individual; 1907
17 COLUMBIA, LLC, A California Limited
18 Liability Company, DOES 1 through 20,
19 Inclusive,

20 Defendants.
21

Case No.: 16-CV-2720-AJB-RBB

**ORDER DENYING 1907
COLUMBIA, LLC'S MOTION FOR
MORE DEFINITE STATEMENT**

(Doc. No. 4)

22 Presently before the Court is Defendant 1907 Columbia, LLC's ("1907 Columbia")
23 motion for more definite statement. (Doc. No. 4.) Plaintiff Admiral Insurance Company
24 ("Admiral Insurance") opposes the motion. (Doc. No. 8.) Defendants Urban Housing
25 Partners, Inc. ("Urban Housing") and Sherman D. Harmer ("Harmer") do not oppose the
26 motion. (Doc. No. 12.) Having reviewed the parties' moving papers and controlling legal
27 authority, and pursuant to Local Civil Rule 7.1.d.1, the Court finds the matter suitable for
28 decision on the papers and without oral argument. Accordingly, the hearing date currently

1 set for March 2, 2017, at 2:00 p.m. in Courtroom 3B is hereby **VACATED**. For the
2 reasons set forth below, the Court **DENIES** 1907 Columbia’s motion.

3 **BACKGROUND**

4 Through its complaint, Admiral Insurance seeks a declaratory judgment that it has
5 no duty to defend or insurance coverage available for a civil suit currently pending in San
6 Diego Superior Court between 1907 Columbia as plaintiff and Urban Housing and Harmer
7 as defendants, among others. (Doc. No. 1-2 at 5 ¶ 1.) For present purposes, it suffices to
8 say that Admiral Insurance is currently defending Urban Housing and Harmer in the
9 underlying litigation pursuant to a professional liability insurance policy. (*Id.* at 5–6 ¶ 1.)

10 Admiral Policy filed the instant action in San Diego Superior Court on October 7,
11 2016. (Doc. No. 1 at 2 ¶ 1.) In the complaint in this case, and central to the instant dispute,
12 Admiral Insurance relies on, *inter alia*, portions of Urban Housing’s policy applications
13 and website for the proposition that Admiral Insurance has no duty to defend Urban
14 Housing and Harmer in the suit filed by 1907 Columbia. (*See* Doc. No. 1-2 at 7–8 ¶¶ 11–
15 13.) Urban Housing and Harmer removed this action to this Court on November 2, 2016.
16 (Doc. No. 1.) On November 21, 2016, 1907 Columbia filed the instant motion for more
17 definite statement. (Doc. No. 4.) Admiral Insurance opposes the motion. (Doc. No. 8.) 1907
18 Columbia replied, (Doc. No. 11), and Urban Housing and Harmer filed a nonopposition,
19 (Doc. No. 12). This order follows.

20 **LEGAL STANDARD**

21 Federal Rule of Civil Procedure 12(e) provides for a more definite statement only
22 where a pleading “is so vague or ambiguous that the party cannot reasonably prepare a
23 response.” Fed. R. Civ. P. 12(e). Given the liberal pleading standards applicable under the
24 federal rules, *see* Fed. R. Civ. P. 8, Rule 12(e) motions are “viewed with disfavor and are
25 rarely granted,” *Sagan v. Apple Computer, Inc.*, 874 F. Supp. 1072, 1077 (C.D. Cal. 1994).
26 Even when properly asserted, “[a] motion for a more definite statement attacks
27 intelligibility, not simply lack of detail,” *Gregory Vill. Partners, L.P. v. Chevron, USA,*
28 *Inc.*, 805 F. Supp. 2d 888, 896 (N.D. Cal. 2011), and will be granted “only if the [challenged

1 pleading] is so indefinite that the defendant cannot ascertain the nature of the claim being
2 asserted, meaning the [pleading] is so vague that the defendant cannot begin to frame a
3 response,” *Craigslist, Inc. v. Autoposterpro, Inc.*, No. CV 08 05069 SBA, 2009 WL
4 890896, at *4 (N.D. Cal. Mar. 31, 2009). Reciprocally, where a pleading “is specific
5 enough to [apprise] the responding party of the substance of the claim [or defense] being
6 asserted or where the detail sought is otherwise obtainable through discovery, a motion for
7 a more definite statement should be denied.” *Fernandez v. Centric*, No. 3:12-cv-00401-
8 LRH (WGC), 2013 WL 310373, at *2 (D. Nev. Jan. 24, 2013) (citation omitted).

9 DISCUSSION

10 1907 Columbia’s argument is predicated on the following proposition: Because the
11 complaint relies on only excerpted portions of Urban Housing’s website and application,
12 the complaint is incomplete and thus rendered vague and ambiguous within the meaning
13 of Rule 12(e). (Doc. No. 4.) Admiral Insurance retorts that because 1907 Columbia merely
14 seeks additional detail obtainable through discovery, the motion for more definite
15 statement should be denied. (Doc. No. 8.)

16 1907 Columbia’s position finds no support in Ninth Circuit case law.¹ As noted
17 above, granting a Rule 12(e) motion is appropriate “only if the [challenged pleading] is so
18 indefinite that the defendant cannot ascertain the nature of the claim being asserted,
19 meaning the [pleading] is so vague that the defendant cannot begin to frame a response.”
20 *Craigslist, Inc.*, 2009 WL 890896, at *4. Having reviewed the allegations of the complaint,
21 the Court does not find the complaint to be unintelligible or so vague that 1907 Columbia
22 cannot begin to frame a response. Rather, the intimate familiarity with this dispute that
23 1907 Columbia’s moving papers suggest belies any suggestion that the complaint is too
24 vague for 1907 Columbia to frame a proper response. 1907 Columbia’s motion for more
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26
27 ¹ The Court reminds 1907 Columbia that this Court sits within the Ninth Circuit;
28 accordingly, authority from the Ninth Circuit and within the Ninth Circuit should be cited.
1907 Columbia’s moving papers are practically devoid of citation to such authority.


1 definite statement is nothing more than a thinly veiled attempt to obtain discovery through
2 the pleadings. This the Court will not permit.

3 **CONCLUSION**

4 For all the foregoing reasons, the Court **DENIES** 1907 Columbia's motion for more
5 definite statement. (Doc. No. 4.)

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7 **IT IS SO ORDERED.**

8 Dated: December 28, 2016

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10 Hon. Anthony J. Battaglia
11 United States District Judge
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