

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ALVIN LINCOLN,

Plaintiff,

v.

SAFECO INSURANCE COMPANY,

Defendant.

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CIVIL ACTION NO. H-11-1662

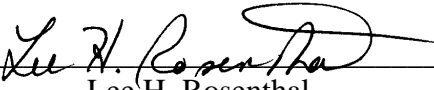
ORDER

This is one of the many insurance cases filed after Hurricane Ike. The plaintiff, Alvin Lincoln, sued Safeco Insurance Company in state court, asserting causes of action for breach of contract, breach of the duty of good faith and fair dealing, fraud, and violations of the Texas Insurance Code. After removing the case to federal court, Safeco moved to dismiss all claims except breach of contract under Federal Rule of Civil Procedure 12(b)(6). (Docket Entry No. 17.) Safeco argues that Lincoln’s state-court petition fails to allege sufficient facts to state plausible claims and that the fraud-based claims were not pleaded with the specificity required by Rule 9(b). Lincoln responded to the motion. (Docket Entry No. 19.)

Based on a careful review of the pleadings, the motion and response, and the relevant law, this court grants Safeco’s motion to dismiss, with leave to amend. Courts in this district, including this court, have dismissed substantially similar petitions filed by the same law firm in the same type of cases. *See e.g., Luna v. Nationwide Property and Cas. Ins. Co.*, 798 F. Supp. 2d 821 (S.D. Tex. 2011); *Carter v. Nationwide Property and Cas. Ins. Co.*, No. H-11-561, 2011 WL 2193385 (S.D. Tex. June 6, 2011);

Escobar v. GeoVera Specialty Ins. Co., No. H-10-2998, 2011 WL 2193347 (S.D. Tex. June 6, 2011); *Tedder v. USF & G Specialty Ins. Co.*, No. H-10-2676, 2011 WL 1806516 (S.D. Tex. May 11, 2011). The reasons for dismissal are explained in detail in those opinions and are not repeated here. Lincoln may file an amended complaint no later than **April 9, 2012**.

SIGNED on March 12, 2012, at Houston, Texas.



Lee H. Rosenthal
United States District Judge