UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

Zak Shaik v. Certain Underwriters at Lloyd's of London, et al.

Shaik · No. 6:24-cv-00271 · Decided May 22, 2026

SUMMARY

The court adopted the magistrate judge’s Report and Recommendation and granted defendants’ renewed motions to dismiss Zak Shaik’s claims for wrongful denial of insurance benefits. The court concluded that the alleged tornado loss occurred outside the coverage period reflected in the insurance certificates and that the complaint lacked sufficient defendant-specific factual allegations. The court further held that amendment would be futile and dismissed the claims with prejudice.

CASE DETAILS

COURT	United States District Court for the Eastern District of Oklahoma
WRITING FOR THE COURT	Francisco A. Besosa
JURISDICTION	U.S. District Court for the Eastern District of Oklahoma
DECIDED	May 22, 2026
DOCKET	6:24-cv-00271
DISPOSITION	dismissed
PROCEDURAL POSTURE	The district court reviewed a magistrate judge's report and recommendation on defendants' renewed motions to dismiss after plaintiff objected to the recommended dismissal.
STANDARD OF REVIEW	De novo review of the portions of the report and recommendation to which specific objections were made; Rule 12(b)(6) review of whether the complaint stated a plausible claim for relief; review of denial of leave to amend for futility.
PRECEDENTIAL VALUE	unpublished district court memorandum and order; precedential status not identified

TOPICS

insurance coverage · breach of contract · motions to dismiss · civil procedure

PRACTICE AREAS

insurance contracts civil procedure commercial litigation

QUESTIONS PRESENTED

1. Whether the complaint plausibly alleged a covered loss under the insurance policies when the certificates indicated that the policy period ended before the tornado occurred.
2. Whether the district court properly concluded that amendment of the complaint would be futile.
3. Whether the complaint's failure to attribute specific conduct to each defendant warranted dismissal.

HOLDINGS

1. The complaint failed to plausibly allege coverage because the certificates indicated that the policy period ended more than one month before the tornado, and plaintiff's contrary assertions concerning coverage, renewal, reinstatement, waiver, estoppel, and statutory notice were conclusory and unsupported by factual allegations.
2. Leave to amend was properly denied as futile because the complaint as amended would remain subject to dismissal, principally because the alleged loss occurred after the stated insurance coverage period and plaintiff offered only conclusory theories of renewal, reinstatement, waiver, or estoppel.
3. The complaint independently failed to provide sufficient notice because it did not attribute specific conduct to each defendant.

KEY QUOTATIONS

> *"To survive a Rule 12(b)(6) motion, a complaint must contain enough factual matter "to state a claim to relief that is plausible on its face.""* (at 6)

> *"A proposed amendment is futile if the complaint, as amended, would be subject to dismissal."* (at 8)

> *"And, even if the Court believed that plaintiff could cure the specificity issues in his complaint, the main issue remains - he is attempting to collect on an expired insurance policy."* (at 9)

FACTUAL BACKGROUND

Plaintiff alleged that he owned seven rental properties in Sulphur, Oklahoma, and had property insurance issued by Lloyd's, with Millennial acting as insurance agent and Baldwin serving as Millennial's parent company. Certificates of insurance submitted with the motions indicated a coverage period from March 10, 2023, through March 10, 2024. A tornado struck the properties on April 26, 2024, after the stated coverage period ended, and defendants denied payment on the ground that premiums had not been paid and the policies had been cancelled.

PROCEDURAL HISTORY

Plaintiff sued Certain Underwriters at Lloyd's of London, Millennial Specialty Insurance, LLC, and Baldwin Insurance Group Holdings, LLC, asserting wrongful denial of insurance benefits, breach of contract, and breach of the duty of good faith under Oklahoma law. The magistrate judge recommended granting defendants' motions to dismiss, finding that the alleged loss occurred outside the stated policy period and that the complaint failed to attribute specific conduct to each defendant. The district court conducted de novo review of the specified objections, adopted the report and recommendation, granted the motions to dismiss, and dismissed the claims with prejudice.

DISPOSITION

dismissed

CASES CITED

- GFF Corp. v. Associated Wholesale Grocers, 130 F.3d 1381, 1384 (10th Cir. 1997)
- Lowery Wilkinson Lowery, LLC v. Illinois, No. 25-CV-22-RAW, 2025 U.S. Dist. LEXIS 268063, at *3 (E.D. Okla. Dec. 31, 2025)
- United States v. Raddatz, 446 U.S. 667, 673 (1980)
- Battle v. U.S. Parole Comm'n, 834 F.2d 419, 421 (5th Cir. 1987)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Cressman v. Thompson, 719 F.3d 1139, 1141 (10th Cir. 2013)
- Tatten v. City & Cty. of Denver, 730 F. App'x 620, 624 (10th Cir. 2018)
- Haines v. Kerner, 404 U.S. 519, 520 (1972)
- West v. United States, No. 25-3082, 2025 U.S. App. LEXIS 24165, at *5 (10th Cir. Sept. 18, 2025)
- Hall v. Bellmon, 935 F.2d 1106, 1110 (10th Cir. 1991)
- Ass'n Cas. Ins. Co. v. Veerlakshmi, LLC, No. CIV-23-00895-JD, 2026 U.S. Dist. LEXIS 51132, at *10 (W.D. Okla. Mar. 12, 2026)
- Pitman v. Blue Cross & Blue Shield, 217 F.3d 1291, 1298 (10th Cir. 2000)
- Panicker v. State Dep't of Agric., 498 F. App'x 755, 757 (10th Cir. 2012)
- Frank v. U.S. W., Inc., 3 F.3d 1357, 1365 (10th Cir. 1993)
- Jefferson Cnty. Sch. Dist. No. R-1 v. Moody's Inv.'s Serv., Inc., 175 F.3d 848, 859 (10th Cir. 1999)