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LENGTHOFTRIAL-5,STAT-CONSENT,TRIAL-OMAHA

**U.S. District Court**  
**District of Nebraska (8 Omaha)**  
**CIVIL DOCKET FOR CASE #: 8:20-cv-00295-LSC-MDN**

Panchal Enterprises v. State Farm Fire and Casualty Company  
Assigned to: Senior Judge Laurie Smith Camp  
Referred to: Magistrate Judge Michael D. Nelson  
Case in other court: District Court of Douglas County, Nebraska,  
CI 20-04880  
Cause: 28:1332 Diversity-Contract Dispute

Date Filed: 07/24/2020  
Jury Demand: Both  
Nature of Suit: 110 Insurance  
Jurisdiction: Federal Question

**Plaintiff**

**Panchal Enterprises**  
*doing business as*  
Americas Best Value Inn

represented by **Matthew R. Pearson**  
PEARSON LEGAL PC  
425 Soledad  
Suite 600  
San Antonio, TX 78205  
210-732-7766  
Email: mpearson@pearsonlegalpc.com  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Terrence J. Salerno**  
SALERNO LAW FIRM  
809 North 96th Street  
Suite 100  
Omaha, NE 68114  
(402) 502-9002  
Fax: (402) 991-0037  
Email: TSalerno@tsalerno-law.com  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**State Farm Fire and Casualty Company**

represented by **Rex A. Rezac**  
FRASER, STRYKER LAW FIRM  
409 South 17th Street  
Suite 500, Energy Plaza  
Omaha, NE 68102  
(402) 341-6000  
Fax: (402) 341-8290  
Email: rrezac@fraserstryker.com  
*ATTORNEY TO BE NOTICED*

| Date Filed | # | Docket Text |
|------------|---|-------------|
|------------|---|-------------|

|            |                          |  |
|------------|--------------------------|--|
| 07/24/2020 | <a href="#"><u>1</u></a> | NOTICE OF REMOVAL with jury demand against Panchal Enterprises d/b/a Americas Best Value Inn from District Court of Douglas County, Nebraska, Case number CI20-4880 ( Filing fee \$ 400, receipt number ANEDC-4203519) with attached state court pleadings, by Attorney Rex A. Rezac on behalf of State Farm Fire and Casualty Company (Attachments:<br># <a href="#"><u>1</u></a> Exhibit Complaint,<br># <a href="#"><u>2</u></a> Exhibit Declaration of Michael Roper,<br># <a href="#"><u>3</u></a> Exhibit Affidavit of Jay Rine,<br># <a href="#"><u>4</u></a> Exhibit District Court Pleadings)(Rezac, Rex) (Entered: 07/24/2020)   |
| 07/24/2020 | 2                        | TEXT NOTICE OF JUDGES ASSIGNED: Magistrate Judge Michael D. Nelson assigned. In accordance with 28 U.S.C. 636(c)(2), the parties are notified that, if all parties consent, a magistrate judge may conduct a civil action or proceeding, including a jury or nonjury trial, subject to the courts rules and policies governing the assignment of judges in civil cases. See Fed. R. Civ. P. 73; NEGenR 1.4. (ADB) (Entered: 07/24/2020)  |
| 07/24/2020 | 3                        | TEXT NOTICE REGARDING CORPORATE DISCLOSURE STATEMENT by Deputy Clerk as to Defendant State Farm Fire and Casualty Company. Pursuant to Fed. R. Civ. P. 7.1, non-governmental corporate parties are required to file Corporate Disclosure Statements (Statements). The parties shall use the form Corporate Disclosure Statement, available on the Web site of the court at <a href="http://www.ned.uscourts.gov/forms/">http://www.ned.uscourts.gov/forms/</a> . If you have not filed your Statement, you must do so within 15 days of the date of this notice. If you have already filed your Statement in this case, you are reminded to file a Supplemental Statement within a reasonable time of any change in the information that the statement requires.(ADB) (Entered: 07/24/2020)              |
| 07/24/2020 | 4                        | TEXT NOTICE REGARDING CORPORATE DISCLOSURE STATEMENT by Deputy Clerk as to Plaintiff Panchal Enterprises d/b/a Americas Best Value Inn. Pursuant to Fed. R. Civ. P. 7.1, non-governmental corporate parties are required to file Corporate Disclosure Statements (Statements). The parties shall use the form Corporate Disclosure Statement, available on the Web site of the court at <a href="http://www.ned.uscourts.gov/forms/">http://www.ned.uscourts.gov/forms/</a> . If you have not filed your Statement, you must do so within 15 days of the date of this notice. If you have already filed your Statement in this case, you are reminded to file a Supplemental Statement within a reasonable time of any change in the information that the statement requires.(ADB) (Entered: 07/24/2020) |
| 07/24/2020 | <a href="#"><u>5</u></a> | ATTORNEY LETTER by Clerk that Attorney Matthew R. Pearson has not registered for admittance to practice registered for the system. If the requested action is not taken within fifteen (15) days of the date of this letter, this matter will be referred to the assigned magistrate judge for the entry of a show cause order. (ADB) (Entered: 07/24/2020)  |
| 07/31/2020 | <a href="#"><u>6</u></a> | ANSWER to Notice of Removal Complaint regarding: Notice of Removal Attorney - Complaint,, <a href="#"><u>1</u></a> and Demand for Jury Trial by State Farm Fire and Casualty Company (Rezac, Rex) (Entered: 07/31/2020)  |
| 07/31/2020 | <a href="#"><u>7</u></a> | SCHEDULING ORDER - Rule 26 Meeting Report Deadline set for 9/1/2020. Ordered by Magistrate Judge Michael D. Nelson. (LKO) (Entered: 07/31/2020)  |
| 07/31/2020 | <a href="#"><u>8</u></a> | CASE CONFERENCE INSTRUCTIONS. ACCESS TO THE PDF DOCUMENT IS RESTRICTED TO CASE PARTICIPANTS AND THE COURT PURSUANT TO THE E-GOVERNMENT ACT AND FEDERAL RULE OF CIVIL PROCEDURE 5.2(a). Ordered by Magistrate Judge Michael D. Nelson. (LKO) (Entered: 07/31/2020)  |
| 08/03/2020 | <a href="#"><u>9</u></a> | CORPORATE DISCLOSURE STATEMENT pursuant to Fed. R. Civ. P. 7.1 by Attorney Rex A. Rezac on behalf of Defendant State Farm Fire and Casualty Company.(Rezac, Rex) (Entered: 08/03/2020)   |

|            |                    |   |
|------------|--------------------|---|
| 08/06/2020 | <a href="#">10</a> | MOTION for Admission Pro Hac Vice Filing fee \$ 100, receipt number ANEDC-4212663 by Attorney Matthew R. Pearson on behalf of Plaintiff Panchal Enterprises. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Text of Proposed Order)(Pearson, Matthew) (Entered: 08/06/2020)   |
| 08/06/2020 | 11                 | TEXT ORDER granting Motion for Admission Pro Hac Vice, <a href="#">10</a> for attorney Matthew R. Pearson. Ordered by Deputy Clerk. (JLS) (Entered: 08/06/2020)   |
| 08/06/2020 | <a href="#">12</a> | CORPORATE DISCLOSURE STATEMENT pursuant to Fed. R. Civ. P. 7.1 by Attorney Matthew R. Pearson on behalf of Plaintiff Panchal Enterprises.(Pearson, Matthew) (Entered: 08/06/2020)   |
| 08/14/2020 | <a href="#">13</a> | REPORT of Rule 26(f) Planning Meeting by Attorney Rex A. Rezac on behalf of Defendant State Farm Fire and Casualty Company.(Rezac, Rex) (Entered: 08/14/2020)   |
| 08/14/2020 | 14                 | TEXT ORDER: The parties did not consent, in writing, to disposition of the case by a magistrate judge. Pursuant to NEGenR.1.4(a)(3)(C)(ii). Case reassigned to Senior Judge Laurie Smith Camp and Magistrate Judge Michael D. Nelson. (LKO) (Entered: 08/14/2020)   |
| 08/14/2020 | <a href="#">15</a> | CASE PROGRESSION ORDER - Depositions due 5/3/21. The trial and pretrial conference will not be set at this time. A planning conference to discuss case progression, dispositive motions, the parties' interest in settlement, and the trial and pretrial conference settings will be held with the undersigned magistrate judge on <b>May 7, 2021, at 11:00 a.m.</b> by telephone. Counsel shall use the conferencing instructions assigned to this case to participate in the conference. Ordered by Magistrate Judge Michael D. Nelson. (LKO) (Entered: 08/14/2020) |

| PACER Service Center |               |                  |                       |
|----------------------|---------------|------------------|-----------------------|
| Transaction Receipt  |               |                  |                       |
| 08/28/2020 07:39:49  |               |                  |                       |
| PACER Login:         | tcn22015      | Client Code:     |                       |
| Description:         | Docket Report | Search Criteria: | 8:20-cv-00295-LSC-MDN |
| Billable Pages:      | 3             | Cost:            | 0.30                  |

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendant.

CASE NO. 8:CV-20-295

**NOTICE OF REMOVAL**

**DEMAND FOR JURY TRIAL**

COMES NOW the Defendant, State Farm Fire and Casualty Company, ("State Farm"), by and through its counsel, and pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby removes this lawsuit from the District Court of Douglas County, Nebraska to the United States District Court for the District of Nebraska. In support thereof, State Farm states as follows:

1. On June 24, 2020, the Plaintiff, Panchal Enterprises, d/b/a Americas Best Value Inn, filed a Complaint against the Defendant, State Farm Fire and Casualty Company in the District Court of Douglas County, Nebraska. A true and correct copy of the Complaint is attached hereto as Exhibit "1."

2. On June 29, 2020, the Plaintiff effected service of the Complaint upon State Farm.

3. The Plaintiff's Complaint alleges claims under a policy of property insurance issued by State Farm arising from a fire at Plaintiff's hotel occurring March 21, 2019 (Complaint ¶¶ 5). The Complaint alleges claims against State Farm for breach of contract, bad faith, and for declaratory judgment (Complaint ¶¶ 5, 6, 7). The Complaint also makes a claim for attorney fees (Complaint prayer ¶ A).

4. The Plaintiff is a domestic limited liability company whose principal place of business is in Douglas County, Nebraska (Complaint ¶ 1).

5. State Farm is a stock insurance company organized and incorporated under the laws of the State of Illinois with its principal place of business located in Bloomington, Illinois (Declaration of Michael Roper attached as Exhibit "2").

6. The Complaint does not state the amount in controversy. However, Plaintiff provided an estimate to State Farm setting forth the alleged cost of repairs to the insured property in the amount of \$3,785,674.07 (Affidavit of Jay Rine attached as Exhibit "3"). By letter dated May 4, 2020, Plaintiff made demand for payment of such amount, plus attorney fees (Id). By letter dated May 21, 2020, State Farm rejected Plaintiff's demand (Id).

7. Removal to the United States District Court for the District of Nebraska is proper because there is complete diversity of citizenship between the parties to this lawsuit and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. 28 U.S.C. §§ 1332, 1441, and 1446.

8. This Notice of Removal is timely filed in accordance with 28 U.S.C. §1446 and Federal Rule of Civil Procedure 6. A true copy of this Notice of Removal is concurrently being filed with the Clerk of the District Court of Douglas County, Nebraska, as required by 28 U.S.C. §1446(d).

9. State Farm requests a trial by jury on all matters raised in the above-captioned lawsuit and prays that the Court holds such jury trial in the United States District Court located in Omaha, Nebraska.

10. The Complaint is attached as Exhibit "1." Copies of all other process, pleadings, and orders filed in the District Court of Douglas County, Nebraska are attached as Exhibit "4." There are no matters pending in the state court action requiring resolution.

WHEREFORE, State Farm requests removal of the above-captioned lawsuit from the District Court of Douglas County, Nebraska to the United States District Court for the District of Nebraska and that a jury trial be held in the United States District Court located in Omaha, Nebraska.

DATED this 24th day of July, 2020.

STATE FARM FIRE AND CASUALTY  
COMPANY, Defendant,

BY: /s/ Rex A. Rezac  
Rex A. Rezac, #17787  
FRASER STRYKER PC LLO  
500 Energy Plaza  
409 South 17<sup>th</sup> Street  
Omaha, NE 68102-2663  
(402) 341-6000  
(402) 341-8290 - fax  
[rrezac@fraserstryker.com](mailto:rrezac@fraserstryker.com)  
ATTORNEYS FOR DEFENDANT

2394837 v1



## IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN

Plaintiff

VS.

STATE FARM FIRE AND CASUALTY  
COMPANY

Defendants

Case No. \_\_\_\_\_

COMPLAINT FOR A CIVIL ACTION AND  
JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, PANCHAL ENTERPRISES D/B/A AMERICAS BEST VALUE INN ("Panchal"), files this Complaint for a Civil Action against Defendant, STATE FARM FIRE AND CASUALTY COMPANY ("State Farm"), and for causes of action would respectfully show the court the following:

**I. THE PARTIES TO THIS COMPLAINT**

1. Plaintiff Panchal Enterprises is a domestic limited liability company whose principal place of business is in Douglas County, Nebraska.

2. Defendant State Farm a fire and casualty insurer doing business in the State of Nebraska. The insurance business done by State Farm in Nebraska includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with Plaintiff;
- The taking or receiving of application for insurance, including Plaintiff's application for insurance;

**EXHIBIT**

**1**



- The receiving or collection of premiums, commissions, membership fees, assessments, dues, or other consideration for any insurance or any party thereof, including any such consideration or payments from Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including Plaintiff.

## II. VENUE

4. Venue is appropriate in Douglas County, Nebraska because all or part of the conduct giving rise to the causes of action were committed in Douglas County, Nebraska, and the Plaintiff and property which is the subject of this suit are located in Douglas County, Nebraska.

## III. STATEMENT OF CLAIM

5. **Breach of Contract.** Plaintiff owns a hotel located at 7101 Grover St, Omaha, NE 68106-3515. The property is covered by a policy of insurance, Policy No., 97-BU-K268-9, issued by Defendant. The policy covered Plaintiff's property against loss by fire, among other perils. As a consequence of a fire which occurred on March 21, 2019, Plaintiff's property suffered extensive damage. Plaintiff has performed all conditions precedent to its recovery under the policy. Specifically, Plaintiff timely reported the loss to Defendant and took reasonable measures to protect the property from further damage. Defendant has failed and refused to pay Plaintiff in accordance with the promises under the policy and has wrongfully undervalued Plaintiff's claim for covered damages.

After Plaintiff reported the loss to Defendant, Defendant should have evaluated and paid for the necessary work to remediate the smoke and fire damage to the hotel. Defendant failed to do so. Defendant's investigation of the scope of damage and cost to repair was incomplete. When Defendant finally prepared an estimate to repair the hotel, they ignored significant aspects of the damage such as the damage caused to the mechanical system. Plaintiff's public adjuster tried to work with Defendant to properly adjuster the claim. However, Defendant refused to engage in



any significant interaction with Plaintiff's public adjuster. Specifically, Defendant would not meet on site for a joint evaluation of the damage, and even refused to participate in conference calls to address the damage to the hotel. Defendant also retained control over the scene until recently, preventing Plaintiff for doing any temporary or permanent work at the property.

The acts and omissions of Defendant and its agents constitute a breach and/or anticipatory breach of Defendant's contract with Plaintiff. Accordingly, Plaintiff brings an action for breach of contract against Defendant pursuant to Nebraska statutory and common law, including Chapter 44 of Nebraska Revised Statutes, and seeks all of its damages for such breach, including actual damages under the various coverages in the policy, compensatory damages, and attorney's fees.

6. **Bad Faith.** Plaintiff re-alleges and incorporates the foregoing paragraphs. Defendant has refused to fully pay and delayed in paying the Plaintiff's loss which is clearly covered under the policy, although liability is reasonably clear. Defendant has failed to provide a reasonable basis for this refusal and delay. Defendant knew or should have known that no reasonable basis exists for underpaying and delaying Plaintiff's claim. Defendant recklessly disregarded the fact that there was a lack of a reasonable basis for underpaying the claim, and such action involves an extreme risk that Plaintiff will suffer financial damage as a result of Defendant's refusal to honor its obligations. This constitutes a breach of Defendant's common law duty of good faith and fair dealing, i.e., it is acting in bad faith. Accordingly, Plaintiff brings an action for breach of the duty and seeks all of its damages for such breach, including consequential damages.

7. **Declaratory Judgment.** Plaintiff re-alleges the foregoing paragraphs. Pursuant to Chapter 25 of Nebraska Revised Statutes, Plaintiff is entitled to a declaration that the policy provide coverage for the cost to repair the damage to the hotel, damage to business personal property, and business interruption coverage, less only a deductible, among other things. In the alternative,



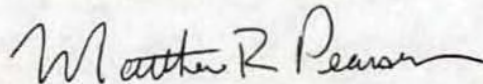
Plaintiff asserts that the policy is ambiguous and must be interpreted in favor of coverage and against Defendant.

**IV. RELIEF**

WHEREFORE, Plaintiff seeks the following relief:

- A. Damages against Defendant for breach of contract including actual damages under the policy, compensatory damages, attorney's fees and expenses, and costs of court;
- B. Damages against Defendant for breach of the common law duty of good faith and fair dealing including consequential damages, and costs of court;
- C. The Court's declaration that the policy provide coverage for the damage to the property, less only a deductible; or
- D. Alternatively, a ruling that the policy is ambiguous and must be interpreted in favor of coverage and in favor of Plaintiff; and
- E. All other financial relief and rulings to which Plaintiff may be legally or equitably entitled.

Respectfully submitted,



MATTHEW R. PEARSON  
State Bar No. 00788173  
[mpearson@pearsonlegalpc.com](mailto:mpearson@pearsonlegalpc.com)  
PEARSON LEGAL PC  
425 Soledad, Suite 600  
San Antonio, Texas 78205  
Telephone: (210) 732-7766  
Facsimile: (210) 229-9277

And

TERRENCE J. SALERNO #16035  
809 N 96<sup>TH</sup> Street, Suite 100  
Omaha NE 68114  
(402) 502-9002

**ATTORNEYS FOR PLAINTIFF**



**Salerno & Leavitt**

809 N. 96th Street, Suite 100  
Omaha, Nebraska 68114

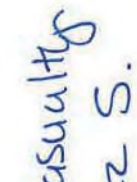


7010 1870 0001 8376 0121

OMAHA

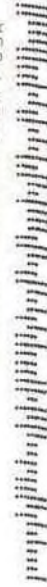
25 JUL 2020

06292020



State Farm Fire & Casualty  
3 State Farm Plz S.  
Bloomington IL 61700

61701-







41000042684ST00

## OAB/CIOS MAILROOM

IMAGING, ENTERPRISE

Alias : CIOS1

Dept# :

Dept : Temp\_Location

Phone :

Pallet #:

Carrier: #: USPS

Tracking #: 70101870000183760122

Reference #: LEGAL DEPT

### ---ALERT INFORMATION---

Alert #:

Instructions:

### ---ADDITIONAL INFORMATION---

6/29/2020 8:27:21 AM



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendant.

CASE NO. \_\_\_\_\_

**DECLARATION OF MICHAEL ROPER**

I, Michael Roper, declare as follows:

1. I am an adult over the age of 18 and am competent to make this Declaration. I have personal knowledge of the facts stated herein.

2. I am employed by State Farm Mutual Automobile Insurance Company ("State Farm Mutual") as an Assistant Vice President-Accounting at State Farm Mutual's corporate headquarters in Bloomington, Illinois. I have been employed by State Farm Mutual for over 10 years in various accounting functions and I oversee the department that maintains the books and records used to prepare and file the Annual Statements and related filings for State Farm Mutual and its property and casualty affiliates, including State Farm Fire and Casualty Company ("State Farm Fire").

3. I am also an Assistant Secretary-Treasurer of State Farm Fire.

4. State Farm Mutual is a mutual insurance company organized under the laws of the State of Illinois. State Farm Mutual's statutory home office and main

**EXHIBIT**

**2**

administrative office has been located at its corporate headquarters at One State Farm Plaza, Bloomington, Illinois for at least the past ten years and has been located in Bloomington, Illinois since State Farm Mutual's inception in 1922.

5. State Farm Mutual's books and records are maintained in its home office, its officers are elected or appointed primarily at its home office, and its Board of Directors meetings are held primarily at its home office. Its directors are elected primarily at its home office.

6. State Farm Mutual's functional departments are headquartered at its home office, including its Property and Casualty ("P&C") Actuarial Department (which drafts its policy forms); its P&C Underwriting Department (which creates its underwriting standards); its P&C Claims Department; its Human Resources Department; its Systems Department; and its Administrative Services Department, among others.

7. State Farm Mutual's principal officers are located at its home office and its federal income tax returns and state premium tax returns are prepared and filed from its home office.

8. State Farm Fire is a stock insurance company organized and incorporated under the laws of the State of Illinois. State Farm Fire's statutory home office and main administrative office, as reported in its Annual Statements filed with the state regulatory authorities, has been located at its corporate headquarters at One State Farm Plaza, Bloomington, Illinois for at least the past ten years and has been located in Bloomington, Illinois since State Farm Fire's inception in 1935.

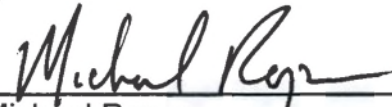
9. State Farm Fire's books and records are maintained in its home office, its officers are elected or appointed primarily at its home office, and its Board of Directors meetings are held primarily at its home office. Its directors are also elected primarily at its home office.

10. State Farm Fire's functional departments are headquartered at its home office, including its P&C Actuarial Department (which drafts its policy forms); its P&C Underwriting Department (which creates its underwriting standards); its P&C Claims Department; its Human Resources Department; its Enterprise Technology Department; and its Administrative Services Department, among others.

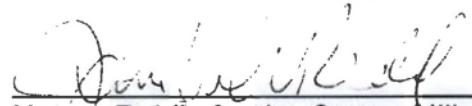
11. State Farm Fire's principal officers are located at its home office. State Farm Fire's federal income tax returns and state premium tax returns are prepared and filed from its home office.

I declare under penalty of perjury that the forgoing is true and correct.

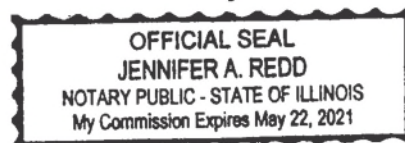
Executed this the 15<sup>th</sup> day of July, 2020, at Bloomington, Illinois.

  
Michael Roper

SUBSCRIBED AND SWORN before me on this the 15<sup>th</sup> day of July, 2020.

  
Notary Public for the State of Illinois

2391210 v1



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendant.

CASE NO. \_\_\_\_\_

**AFFIDAVIT OF JAY RINE**

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

) §

Jay Rine, being first duly sworn, deposes and states as follows:

1. I am employed by State Farm Fire and Casualty Company ("State Farm") as a Team Manager. I have personal knowledge of the facts set forth herein.

2. Plaintiff has asserted a claim against State Farm under a Business Owners policy of insurance ("the Policy") arising from a fire occurring on March 21, 2019. I was responsible for supervising the handling of the Plaintiff's claim by State Farm.

3. State Farm has made payments under the Policy for remediation and repair of covered damage caused by the fire in the amount of \$282,246.95.

4. Plaintiff provided an estimate to State Farm for repairs to the insured property which identifies additional costs in the amount of \$3,785,674.07 which Plaintiff has alleged are payable under the Policy. By letter dated May 4, 2020, Plaintiff made demand for payment of such amount, plus attorney fees.

4. State Farm denies that it owes any additional amounts under the Policy and, by letter dated May 21, 2020, rejected Plaintiff's demand for payment of \$3,791,674.07.

FURTHER AFFIANT SAYETH NAUGHT.

**EXHIBIT**

**3**



DATED this 23 day of July, 2020.

  
\_\_\_\_\_  
Jay Rine

SUBSCRIBED AND SWORN to before me this 23 day of July, 2020.

  
\_\_\_\_\_  
Notary Public



PRAECIPE

PANCHAL ENTERPRISES D/B/A ) District Court in and of Douglas County, Nebraska

AMERICA'S BEST VALUE INN )

Plaintiff's )

PRAECIPE

VS. )

STATE FARM FIRE & CASUALTY )

COMPANY )

Defendant's )

TO THE CLERK OF SAID COURT:

Please issue summons to be served upon the following Defendants at the following address:

State Farm Fire & Casualty Co.  
3 State Farm Plz S  
Bloomington IL 61700

in the above entitled cause of action.

DESIGNATE MODE OF SERVICE:

CERTIFIED MAIL: XX

/s/TERRENCE J SALERNO

MATTHEW R. PEARSON

State Bar No. 00788173

[mpearson@pearsonlegalpc.com](mailto:mpearson@pearsonlegalpc.com)

PEARSON LEGAL PC

425 Soledad, Suite 600

San Antonio, Texas 78205

Telephone: (210) 732-7766

Facsimile: (210) 229-9277

And

TERRENCE J. SALERNO #16035

809 N 96<sup>TH</sup> Street, Suite 100

Omaha NE 68114

(402) 502-9002

ATTORNEYS FOR PLAINTIFF

**EXHIBIT**

**4**

Image ID:  
D00679653D01

**SUMMONS**

Doc. No. 679653

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
1701 Farnam  
Omaha NE 68183

Panchal Enterprises v. State Farm Fire & Casualty Co.

Case ID: CI 20 4880

TO: State Farm Fire & Casualty Co.

**FILED BY**

Clerk of the Douglas District Court  
06/24/2020

You have been sued by the following plaintiff(s):

Panchal Enterprises

Plaintiff's Attorney: Terrence J Salerno  
Address: 809 N 96th St., Ste 100  
Omaha, NE 68114

Telephone: (402) 502-9002

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JUNE 24, 2020

BY THE COURT:

*John M. Friend*  
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

State Farm Fire & Casualty Co.  
3 State Farm Plz S  
Bloomington, IL 61710

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**SERVICE RETURN**

Doc. No. 679653

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 20 4880 Panchal Enterprise v. State Farm Fire &amp;

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

by \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL  
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_

At the following address: \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: State Farm Fire & Casualty Co.  
 3 State Farm Plz S

Bloomington, IL 61710

From: Terrence J Salerno  
 809 N 96th St., Ste 100  
 Omaha, NE 68114

**ATTACH RETURN RECEIPT & RETURN TO COURT**



## SERVICE RETURN

Douglas District Court  
1701 Farnam  
Omaha NE 68183

To:

Case ID: CI 20 4880 Panchal Enterprise v. State Farm Fire &amp;

Received this Summons on \_\_\_\_\_, I hereby certify that on

red copies of the Summons

**SENDER: COMPLETE THIS SECTION**

**CERTIFIED MAIL**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

**1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.**

**2. Print your name and address on the reverse so that we can return the card to you.**

**3. Attach this card to the back of the mailpiece, or on the front if space permits.**

**1. Article Addressed to:**  
State Farm Fire & Casualty Co.  
3 State Farm Plz S.  
Bloomington IL  
61700

**A. Signature**  
X Mike Hoback ☐ Agent ☐ Addressee

**B. Received by (Printed Name)**  
Mike Hoback

**C. Date of Delivery**  
JUN 29 2020

**D. Is delivery address different from item 1? ☐ Yes ☐ No**  
If YES, enter delivery address below:

**3. Service Type**  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee) ☐ Yes**

**2. Article Number**  
(Transfer from service label) 7010 1870 0001 8376 0122

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

## PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,

TO THE PARTY: State Farm FireAt the following address: 3 State Farm Plz SBloomington IL 61700on the 25 day of June 2020, as required by Nebraska state law.

/s/TERRENCE J SALERNO

Postage \$ 7.70 Attorney for: Damitt

The return receipt for mailing to the party was signed on \_\_\_\_\_.

To: State Farm Fire &amp; Casualty Co.

3 State Farm Plz S

Bloomington, IL 61710

From: Terrence J Salerno

809 N 96th St., Ste 100

Omaha, NE 68114

ATTACH RETURN RECEIPT &amp; RETURN TO COURT

## Certificate of Service

I hereby certify that on Monday, July 06, 2020 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

State Farm Fire & Casualty Co. service method: No Service

Signature: /s/ Terrence Salerno (Bar Number: 16035)

## IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

|                              |   |                     |
|------------------------------|---|---------------------|
| PANCHAL ENTERPRISES D/B/A    | ) | CASE ID: CI 20 4880 |
| AMERICAS BEST VALUE INN,     | ) |                     |
|                              | ) |                     |
| Plaintiff,                   | ) |                     |
|                              | ) |                     |
| vs.                          | ) |                     |
|                              | ) |                     |
| STATE FARM FIRE AND CASUALTY | ) |                     |
| COMPANY,                     | ) |                     |
|                              | ) |                     |
| Defendants.                  | ) |                     |

**PETITION FOR ADMISSION PRO HAC VICE**

COMES NOW Terrence J. Salerno pursuant to local court rules and hereby states that the undersigned, Terrence J. Salerno, an active member in good standing of the Bar of Nebraska, hereby requests this Court to admit Matthew R. Pearson, pro hac vice to the Bar of this Court. The Affidavit of Matthew R. Pearson, is attached hereto as Exhibit A. Matthew R. Pearson is an attorney admitted to practice in the State of Texas but not admitted to the Bar of this Court. Mr. Pearson will be lead counsel in the above-entitled case on behalf of the Plaintiff. I am aware that the local rules of this Court require that I participate in the preparation and presentation of this case and that I accept service of all papers served.

Respectfully submitted,

/s/TERRENCE J SALERNO  
 TERRENCE J. SALERNO #16035  
 809 N 96th Street, Suite 100  
 Omaha, Nebraska 68114  
 (402) 502-9002  
[terry@tsalerno-law.com](mailto:terry@tsalerno-law.com)

LOCAL COUNSEL FOR the Plaintiff

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendants.

CASE ID: CI 20 4880

AFFIDAVIT OF MATTHEW R. PEARSON

STATE OF TEXAS

COUNTY OF BEXAR

)  
) ss.  
)

I, Matthew R. Pearson being duly sworn on my oath, states as follows:

1. My name is Matthew R. Pearson.
2. My office is located at 425 Soledad, 6<sup>th</sup> Floor, San Antonio Texas, Telephone (210) 890-1230, Facsimile (210) 229-9277.
3. The name of my firm is Pearson Legal PC.
4. *I am a 1993 graduate St. Mary's University School of Law in San Antonio, Texas.*
5. *I am a member in good standing of all bars of which I am a member and I am not under any suspension nor am I the subject of any disbarment action.*
6. I do not reside in Douglas County, Nebraska, nor am I regularly employed in Douglas County, Nebraska. I do not regularly engage in the practice of law in this county.

I attest under penalty of perjury that the foregoing facts are accurate, and I respectfully request that this motion be granted and that I be admitted Pro Hac Vice to the bar of the Court to appear in the instant matter.



FURTHER AFFIANT SAITH NAUGHT.

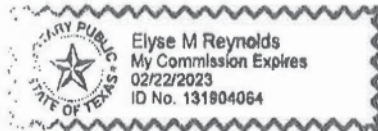
6/18/2020  
Date

Matthew R. Pearson  
Matthew R. Pearson

Subscribed and sworn to before me this 18<sup>th</sup> day of June 2020

Elyse M. Reynolds  
Notary Public

My Commission Expires:



## Certificate of Service

I hereby certify that on Tuesday, July 07, 2020 I provided a true and correct copy of the Motion-Pro Hac Vice Admission to the following:

State Farm Fire & Casualty Co. service method: No Service

Signature: /s/ Terrence Salerno (Bar Number: 16035)

## IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendants.

CASE ID: CI 20 4880

ORDER

IT IS ORDERED:

Upon the Petition for Admission Pro Hac Vice by the movant, Terrence J. Salerno, a member in good standing of the Bar of the State of Nebraska, the Affidavit of Matthew R. Pearson it is hereby ordered that Matthew R. Pearson be and hereby is admitted pro hac vice to the Bar of the State of Nebraska for purposes of representing the interests of Panchal Enterprises d/b/a Americas Best Value Inn in the above-entitled case.

ENTERED THIS 7 DAY OF July, 2020

[Signature]  
District Court Judge

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on July 7, 2020 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

State Farm Fire & Casualty Co.  
3 State Farm Plz S  
Bloomington, IL 61710

Matthew R Pearson  
terry@tsalerno-law.com

Terrence J Salerno  
danny@tsalerno-law.com

Date: July 7, 2020

BY THE COURT:

*John M. Friend*  
CLERK





IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PANCHAL ENTERPRISES D/B/A  
AMERICAS BEST VALUE INN,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY  
COMPANY,

Defendants.

CASE ID: CI 20 4880

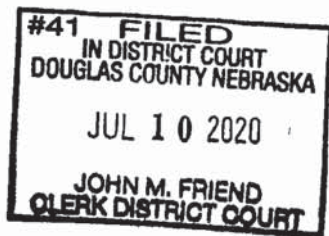
ORDER

IT IS ORDERED:

Upon the Petition for Admission Pro Hac Vice by the movant, Terrence J. Salerno, a member in good standing of the Bar of the State of Nebraska, the Affidavit of Matthew R. Pearson it is hereby ordered that Matthew R. Pearson be and hereby is admitted pro hac vice to the Bar of the State of Nebraska for purposes of representing the interests of Panchal Enterprises d/b/a Americas Best Value Inn in the above-entitled case.

ENTERED THIS 9th DAY OF July 2020

  
District Court Judge



**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on July 10, 2020 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

State Farm Fire & Casualty Co.  
3 State Farm Plz S  
Bloomington, IL 61710

Matthew R Pearson  
terry@tsalerno-law.com

Terrence J Salerno  
danny@tsalerno-law.com

Date: July 10, 2020

BY THE COURT:

*John M. Friend*  
CLERK

