

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
TEXAS

Marvis Odia, et al. v. Jaguar Land Rover North America, LLC, et al.

Civil Action No. 4:24-cv-467 (S.D. Tex. Mar. 4, 2026) · No. 4:24-cv-467 · Decided March 4, 2026

SUMMARY

The United States District Court for the Southern District of Texas denied S&R Operations, Inc. d/b/a ServPro of Town & Country’s motion to intervene in a product-liability action arising from a vehicle fire. The court held that ServPro lacked an interest in the transaction underlying the action for intervention as of right and that its contract-payment claims did not share a common question of law or fact with the product-liability claims for permissive intervention.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas
WRITING FOR THE COURT	Andrew S. Hanen
JURISDICTION	United States District Court for the Southern District of Texas
DECIDED	March 4, 2026
DOCKET	4:24-cv-467
DISPOSITION	other
PROCEDURAL POSTURE	S&R Operations, Inc. d/b/a ServPro of Town & Country moved to intervene as of right under Federal Rule of Civil Procedure 24(a) and permissively under Rule 24(b) in a removed automotive product-liability action.
STANDARD OF REVIEW	Intervention as of right under Rule 24(a) is governed by the rule’s timeliness, interest, impairment, and inadequate-representation requirements. Permissive intervention under Rule 24(b) is wholly discretionary and may be denied even when the rule’s requirements are satisfied.
PRECEDENTIAL VALUE	Unknown
PARTIES	S&R Operations, Inc. d/b/a ServPro of Town & Country v. Marvis Odia, et al., Agricultural Workers Mutual Auto Insurance Company, Redwood Fire and Casualty Insurance Company, Jaguar Land Rover North America, LLC, et al.

TOPICS

intervention civil procedure products liability breach of contract

PRACTICE AREAS

civil procedure products liability contracts

QUESTIONS PRESENTED

1. Whether ServPro had an interest relating to the property or transaction that was the subject of the product-liability action sufficient to intervene as of right under Federal Rule of Civil Procedure 24(a).
2. Whether ServPro's contract-payment and insurance-related claims shared a common question of law or fact with the underlying product-liability claims sufficient for permissive intervention under Federal Rule of Civil Procedure 24(b).

HOLDINGS

1. ServPro was not entitled to intervene as of right because its contract with the plaintiffs and resulting payment dispute did not concern the property or transaction that was the subject of the product-liability action.
2. ServPro was not entitled to permissive intervention because its contract and payment claims did not share a common question of law or fact with the product-liability claims.

KEY QUOTATIONS

“Permissive intervention is ‘wholly discretionary’ and may be denied even when the requirements of Rule 24(b) are satisfied.”

“There is no common question of law or fact regarding ServPro’s alleged contract payment dispute and Plaintiffs and Intervening Insurers’ product-related claims.”

FACTUAL BACKGROUND

A 2023 Range Rover allegedly caught fire while parked in the plaintiffs' driveway, igniting their home and causing extensive damage. Plaintiffs sued the vehicle manufacturer and other defendants over the alleged product defect, negligence, causation, and resulting damages. After the fire, plaintiffs contracted with ServPro to clean and restore the home, but allegedly terminated the contract without paying for the services. ServPro sought to assert contract-payment claims against plaintiffs and a third-party-beneficiary claim against the intervening insurers.

PROCEDURAL HISTORY

Plaintiffs filed negligence, breach-of-implied-warranty, and product-liability claims in Texas state court after a Range Rover fire allegedly damaged their home. Jaguar Land Rover North America, LLC removed the action to federal court. The plaintiffs' insurers were permitted to intervene and asserted related product-liability claims.

ServPro, which performed post-fire cleaning and restoration services and alleged nonpayment under its contract with plaintiffs, then sought leave to intervene; the court denied the motion.

DISPOSITION

other

CASES CITED

- Guenther v. BP Ret. Accumulation Plan, 50 F.4th 536, 542 (5th Cir. 2022)
- New Orleans Pub. Serv., Inc. v. United Gas Pipe Line Co., 732 F.2d 452, 463, 471-72 (5th Cir. 1984)
- Turner v. Cincinnati Ins. Co., 9 F.4th 300, 317 (5th Cir. 2021)
- League of United Latin Am. Citizens, Council No. 4434 v. Clements, 884 F.2d 185, 189 (5th Cir. 1989)
- Transatlantica Commodities Pte Ltd. v. Hanwin Shipping Ltd., No. 4:22-CV-1983, 2024 WL 4535472, at *4 (S.D. Tex. Sept. 24, 2024)
- Skinner Pile Driving, Inc. v. Atlantic Specialty Ins. Co., No. 14-cv-0329, 2015 WL 1469888, at *3 (S.D. Ala. Mar. 21, 2015)
- Ortiz v. A.N.P., Inc., No. 10-CV-917, 2010 WL 3702595, at *6 (S.D. Tex. Sept. 15, 2010)

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