

January 2026

Lunchtime Learning CLE Webcasts

Free for CCBA members on January 22 and February 26, 2026

See pages 13 and 17



COMMUNIQUE

THE OFFICIAL PUBLICATION OF THE CLARK COUNTY BAR ASSOCIATION

Five Things

Five Things to Know:

2026 Judicial Elections

Tort Litigation Against a Government Entity

Federal Removal Jurisdiction

Enforceable Money Judgments

New Pathways to Practice

Learn more from articles

on pages 20, 22, 24

26, and 28



Five Things to Help Secure Federal Removal Jurisdiction Under 28 U.S.C. §§ 1441 and 1446

By Thad Houston

Based on serving, from August 2018 to June 2025, as the term, and then career, Law Clerk to the Honorable Miranda Du, United States District Judge for the District of Nevada, the most common mistakes I saw in notices of removal were: failing to sufficiently describe the citizenship of the parties and failing to adequately show that the amount in controversy (“AIC”) requirement was satisfied in cases where it was not clearly alleged on the face of the complaint. Below are five things practitioners can do to avoid these two common mistakes, with citations to applicable case law.

Citizenship of parties: avoid inadequate descriptions

Most mistakes in describing the citizenship of the parties involved inadequate descriptions of the citizenship of corporations, LLCs, and partnerships. For a corporation, the state of incorporation and principal place of business must be stated. *See* 28 U.S.C. § 1332(c)(1). “[W]ith respect to a limited liability company, the citizenship of all of the members must be pled.” *NewGen, LLC v. Safe Cig, LLC*, 840 F.3d 606, 611 (9th Cir. 2016). The same applies to partnerships and other unincorporated associations. *See Carden v. Arkoma Assocs.*, 494 U.S. 185, 195-96 (1990).

AIC: Understand the burden of proof

“[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold” of \$75,000. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). But if the AIC is not satisfied on the face of the complaint, the “preponderance of the evidence burden of proof [applies] to the removing defendant.” *Gug-*



RedPanda
SYSTEMS

Contact us for:

- Managed services
- Help desk support
- Cyber security
- Virtual CIO services
- Backups
- Cloud servers
- VOIP
- Fiber internet

RedPanda Systems

David Shultis, Partner

702-553-2500

dave@redpandasystems.com

<https://www.redpandasystems.com/business/>

Special offer for CCBA Members

RedPanda Systems can offer a 50% discount on the price of the first month or a 10% discount on monthly pricing for the first 6 months with a signed 1 year or longer contract for managed IT support services to current CCBA members.



lielmino v. McKee Foods Corp., 506 F.3d 696, 701 (9th Cir. 2007).

AIC: Provide evidence if AIC not clearly satisfied

If the AIC is not clearly satisfied, courts “may consider allegations in the complaint and in the notice of removal, as well as summary-judgment-type evidence relevant to the amount in controversy.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018).

AIC: Sufficiently address punitive damages if AIC not clearly satisfied

The court may consider punitive damages when the AIC is not clearly satisfied, but the evidentiary standard described above applies to their inclusion. *See id.* The removing defendant must show punitive damages are available for the plaintiff’s cause or causes of action (supported by case law) and provide examples of punitive damage awards from similar cases involving the same claims. *See, e.g., Conrad Assocs. v. Hartford Acc. & Indem. Co.*, 994 F. Supp. 1196, 1200-01 (N.D. Cal. 1998).

AIC: Sufficiently address attorneys’ fees if AIC not clearly satisfied

“[A] district court may reject the defendant’s attempts to include future attorneys’ fees in the amount in controversy if the defendant fails” to carry its preponderance burden with summary-judgment-type evidence. *Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785, 795 (9th Cir. 2018); *see also Johnson v. Mid-Century Ins. Co.*, No. 23-35222, 2024 WL 702332, at *1-*2 (9th Cir. Feb. 21, 2024). When seeking to include attorneys’ fees in the AIC, practitioners should show fees are available under an applicable statute or contract—and provide a reasonable estimate (supported by an attorney declaration) of what fees could be awarded using the lodestar method. *See Fritsch*, 899 F.3d at 795-96. **G**

Thad Houston is primarily a litigator in McDonald Carano’s Appellate Practice and Commercial & Complex Litigation Practice. He has significant legal writing experience, deep knowledge of practice and procedure in the District of Nevada, and substantive experience—both litigation and transactional—in intellectual property, privacy, and other technology-related law.

Is It Time to Revisit Your Company Health Insurance?

Businesses with 2 - 50 employees can engage in collective buying power to access benefits and rates typically offered to Large Group employers.

With an **Association Health Plan** you can:



OFFER comprehensive health coverage for enrolled members & dependents



SAVE up to an average of 30% in premium costs compared to other options



SHARE those savings with your employees



ACCESS a large and comprehensive statewide provider network



ENROLL at any time



BE PART of a group of like-minded colleagues and members of the CCBA

Prominence
Health Plan



Ready to learn more or request a quote?

Visit www.prominencehealthplan.com/ahp, contact your broker or email PHP-GroupQuotes@uhsinc.com