

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

NYLONDAJAZZ SHARNESE,

§

Plaintiff,

§

§

V.

§

No. 3:25-cv-3503-B-BN

§

LIBERTY MUTUAL PERSONAL
INSURANCE COMPANY,

§

§

§

Defendant.

§

§

**ORDER ACCEPTING FINDINGS, CONCLUSIONS, AND RECOMMENDATION OF
THE UNITED STATES MAGISTRATE JUDGE**

The United States Magistrate Judge made findings and conclusions in this case recommending that the Court should deny Plaintiff NylondaJazz Sharnese’s Motion to Remand [Dkt. No. 9] and retain jurisdiction over this case. See Dkt. No. 24.

Objections were filed. The District Court reviewed *de novo* those portions of the proposed findings, conclusions, and recommendation to which objection was made, and reviewed the remaining proposed findings, conclusions, and recommendation for plain error. Finding no error, the Court ACCEPTS the Findings, Conclusions, and Recommendation of the United States Magistrate Judge.

SO ORDERED this 16th day of March, 2026.


LANE J. BOYLE
SENIOR UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

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| NYLONDAJAZZ SHARNESE, | § | |
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| Plaintiff, | § | |
| | § | |
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| INSURANCE COMPANY, | § | |
| | § | |
| Defendant. | § | |

**FINDINGS, CONCLUSIONS, AND RECOMMENDATION OF THE
UNITED STATES MAGISTRATE JUDGE**

This case has been referred to the undersigned United States magistrate judge by Senior United States District Judge Jane J. Boyle pursuant to 28 U.S.C. § 636(b) and a standing order of reference. *See* Dkt. No. 4.

Plaintiff NylondaJazz Sharnese has filed a Motion to Remand. *See* Dkt. No. 9.

The undersigned enters these findings of fact, conclusions of law, and recommendation that the Court should deny the Motion to Remand [Dkt. No. 9] and retain jurisdiction over this lawsuit.

Background

Sharnese, proceeding *pro se*, filed this lawsuit in state court on May 27, 2025 against Defendant Liberty Mutual Personal Insurance Company. *See* Dkt. No. 1-3.

Her Original Petition sought “monetary relief of \$250,000 or less.” *Id.* at 11. Liberty Mutual answered the Original Petition. *See id.* at 41-47.

On August 18, 2025, Sharnese filed a First Amended Petition that “correct[ed] the named defendant ... without altering [her] claims, causes of action, or factual allegations.” *Id.* at 48. Liberty Mutual answered the First Amended Petition. *See id.* at 68-75.

On December 10, 2025, Sharnese emailed Liberty Mutual’s counsel “an updated settlement demand of \$234,700.” Dkt. No. 1-4 at 1.

On December 17, 2025, Sharnese filed a Second Amended Petition, which pleaded a “subtotal” of \$69,700 in actual damages. Dkt. No. 1-3 at 85. Sharnese also sought “punitive, treble, and additional damages” from Liberty Mutual and alleged that “[t]he total amount sought, including actual and punitive/additional damages, is \$234,700.” *Id.*

The next day, Sharnese moved for leave to file the Second Amended Petition. *See id.* at 93-95.

On December 22, 2025, Liberty Mutual removed the case to this Court on the basis of diversity jurisdiction. *See* Dkt. No. 1; 28 U.S.C. §§ 1332 & 1441.

Sharnese filed this Motion to Remand, arguing that removal was improper because she only seeks \$69,700 in actual damages and, so, the amount in controversy did not exceed \$75,000. *See* Dkt. No. 9.

Legal Standards

For a federal court to have jurisdiction over a state action based on diversity, each plaintiff’s citizenship must be diverse from each defendant’s citizenship, and the amount in controversy must exceed \$75,000. *See* 28 U.S.C. §§ 1332(a); *Mitchell v.*

Bailey, 982 F.3d 937, 942 (5th Cir. 2020), as revised (Dec. 30, 2020).

A defendant may remove an action filed in state court to federal court if the action is one that could have originally been filed in federal court. *See* 28 U.S.C. § 1441(a). And, “[w]hen a plaintiff files in state court a civil action over which the federal district courts would have original jurisdiction based on diversity of citizenship, the defendant or defendants may remove the action to federal court, 28 U.S.C. § 1441(a), provided that no defendant ‘is a citizen of the State in which such action is brought,’ [28 U.S.C.] § 1441(b).” *Caterpillar Inc. v. Lewis*, 519 U.S. 61, 68, (1996).

As to the amount-in-controversy requirement, if a state-court “petition is silent (as is often the case in state courts in our jurisdiction), the defendant must prove by a preponderance of the evidence that the amount in controversy exceeds \$75,000.” *Guijarro v. Enter. Holdings, Inc.*, 39 F.4th 309, 314 (5th Cir. 2022) (cleaned up).

The defendant can meet that burden in one of two ways: (1) by establishing that it is “facially apparent” that the claims are likely to exceed \$75,000, or (2) by setting forth the facts in controversy that support a finding of the requisite amount.

Guijarro, 39 F.4th at 314 (cleaned up).

The defendant may meet its burden by this second route if it “sets forth ‘summary judgment type evidence’ of facts in controversy that support a finding of the requisite amount.” *Manguno v. Prudential Prop. & Cas. Ins. Co.*, 276 F.3d 720, 723 (5th Cir. 2002) (cleaned up); *accord Addo v. Globe Life and Acc. Ins. Co.*, 230 F.3d 759, 761 (5th Cir. 2000) (“Under 28 U.S.C. § 1446(b), ‘if the case stated by the initial

pleading is not removable, a notice of removal may be filed within thirty days after receipt by the defendant ... of a copy of an amended pleading, motion order *or other paper* from which it may first be ascertained that the case is one which is or has become removable”) (emphasis in original) (quoting 28 U.S.C. § 1446(b)) (cleaned up).

And, because “[t]he jurisdictional facts that support removal must be judged at the time of the removal,” the Court’s task is to “determin[e] the amount in controversy at the time of removal.” *Gebbia v. Wal-Mart Stores, Inc.*, 233 F.3d 880, 883 (5th Cir. 2000) (cleaned up).

Analysis

Sharnese’s Second Amended Petition was followed by a motion for leave to file it. *See* Dkt. No. 1-3 at 85-95. And there is no order granting that motion in the record. And, so, the undersigned cannot be sure that the Second Amended Petition – the first state court pleading to allege a concrete amount of damages – was filed with leave of the state court. For purposes of this motion, the undersigned assumes that the Second Amended Petition was filed without leave and, so, was not operative and cannot provide a basis for removal. *See Sowell v. W. Mut. Ins. Co.*, No. SA-22-cv-1283-JKP, 2023 WL 157791, at *2 (W.D. Tex. Jan. 11, 2023) (“When a court reviews the amount in controversy within a motion to remand, the operative pleading and the amount demanded in good faith at the time of removal shall control.”) (citing *Scarlott v. Nissan N. Am., Inc.*, 771 F.3d 883, 887-88 (5th Cir. 2014)).

Sharnese’s Original Petition and First Amended Petition – the presumed

operative pleadings – both sought “monetary relief of \$250,000 or less.” Dkt. No. 1-3 at 11; *see id.* at 49 (incorporating, into the First Amended Petition, all allegations set forth in the Original Petition).

Pleading “monetary relief of \$250,000 or less” under Texas Rule of Civil Procedure 47(c)(1) or 47(c)(2) is, for purposes of 28 U.S.C. § 1446(c)(2), an “indeterminate” or “unspecified amount of damages.” *Werder v. Allstate Fire & Cas. Ins. Co.*, 731 F. Supp. 3d 724, 736 (N.D. Tex. 2024). And, so, allegations of those ranges do not “constitute a specific sum demanded that is dispositive of the jurisdictional question.” *Adame v. Bunton*, No. EP-22-cv-00464-DCG, 2022 WL 20158117, at *2 (W.D. Tex. Dec. 28, 2022) (cleaned up).

For the same reason, neither does (without more) “seeking ‘monetary relief of \$250,000 or less’ in accordance with [Texas Rule of Civil Procedure] 47(c)(1) [or Rule 47(c)(2)] ... make it facially apparent that the federal jurisdictional amount in controversy is satisfied.” *Id.* (cleaned up). A state court petition’s pleading the Rule 47(c)(1) or Rule 47(c)(2) range “does not make clear, on its face, that it is seeking more than \$75,000, only that it seeks less than \$250,000.” *Alcala v. Allstate Vehicle & Prop. Ins. Co.*, No. 1:22-cv-95, 2022 WL 4239223, at *3 (S.D. Tex. Aug. 30, 2022), *rec. adopted*, 2022 WL 4239353 (S.D. Tex. Sept. 14, 2022); *accord Garza v. Palomar Specialty Ins. Co.*, No. 7:21-cv-00414, 2021 WL 6425093, at *2 (S.D. Tex. Dec. 1, 2021).

And, so, Sharnese’s pleading “monetary relief of \$250,000 or less” under Texas Rule of Civil Procedure 47(c)(1) or 47(c)(2) does not constitute a specific sum

demanded that is dispositive of the jurisdictional question under 28 U.S.C. § 1446(c)(2) and does not make it facially apparent that the jurisdictional threshold for the amount in controversy is satisfied to support diversity jurisdiction over this removed action. *See Werder*, 731 F. Supp. 3d. at 736. And neither the Original nor First Amended Petition can form a basis for removal.

But Sharnese sent Liberty Mutual an email on December 10, 2025 demanding \$234,700 (the “Demand”). *See* Dkt. No. 1-4 at 3. Sharnese broke down her requested damages into several categories, including \$200,000 for punitive damages. *See id.* at 2-3.

Sharnese argues that the Demand “should not be used as a basis to alter the amount in controversy threshold required when the case was originally filed.” Dkt. No. 9 at 3. And she argues that the amount in controversy is only \$69,700 – the amount of her alleged actual damages in the Second Amended Complaint. *See* Dkt. No. 9 at 1.

The undersigned disagrees with both contentions.

The Fifth Circuit has held that a “post-complaint demand letter” can constitute an “other paper” under 28 U.S.C. § 1446(b) that gives a defendant notice that the case is removable. *Addo*, 230 F.3d at 762; *accord Swanson v. Hempstead*, 267 F. Supp. 3d 736, 740 (N.D. Miss. 2017) (“A post-complaint demand letter” in which the plaintiff “stated that her personal injury claim could be settled for \$110,000” – above the minimum amount in controversy for diversity jurisdiction – is “exactly the ‘other paper’ which clarifies the removability of the action The Court is to determine the

amount in controversy as determined by the relief sought in the complaint in conjunction with any ‘other paper’ that may clarify the monetary value of the damages sought.” (citations omitted)).

And, to determine the amount in controversy, the court may consider “penalties, statutory damages, and punitive damages.” *St. Paul Reinsurance Co., Ltd. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998); see *Ray v. State Farm Lloyds*, No. 3;98-cv-1288-G, 1999 WL 151667, at 2-3 (N.D. Tex. Mar. 10, 1999) (finding a sufficient amount in controversy in plaintiff’s case against his insurance company).

And, so, when Sharnese sent Liberty Mutual her Demand for \$234,700 on December 10, 2025, the case became removable, even if her actual damages did not exceed \$75,000. And Liberty Mutual timely removed this lawsuit on December 22, 2025, less than thirty days after the case became removable.

And, even if the undersigned were to assume that the Second Amended Petition is the operative complaint, the case would still be removable.

In the Second Amended Petition, Sharnese seeks a “subtotal of actual damages” of \$69,700 plus “punitive, treble, and additional damages,” for a total of \$234,700. She seeks “[t]reble damages under the Texas Insurance Code § 541.152.” Dkt. No. 1-3 at 18.

And, so, the Second Amended Petition, on its face, seeks damages exceeding \$75,000, even if most of the damages sought are punitive damages or treble damages. See *St. Paul Reinsurance Co.*, 134 F.3d at 1255 (holding district court erred by failing

to include treble damages under the Texas Insurance Code in its calculation of amount in controversy).

Considering the relief that Sharnese demanded in her Original, First Amended, and Second Amended Petition, and the demanded amounts in her Demand, the undersigned finds that Liberty Mutual has shown by a preponderance of the evidence that Sharnese's claims involve an amount in controversy that exceeds \$75,000, exclusive of interest and costs, which satisfies 28 U.S.C. § 1332(a)'s amount-in-controversy requirement.

And the undersigned finds (and Sharnese does not dispute) that Liberty Mutual has adequately alleged the citizenship of both parties and that complete diversity exists between them. *See* Dkt. No. 1 at 2.

And, so, the Court should deny Sharnese's Motion to Remand [Dkt. No. 9].


Recommendation

For the reasons explained above, the Court should deny Plaintiff Nylonda Jazz Sharnese's Motion to Remand [Dkt. No. 9] and retain jurisdiction over this case.

A copy of these findings, conclusions, and recommendation shall be served on all parties in the manner provided by law. Any party who objects to any part of these findings, conclusions, and recommendation must file specific written objections within 14 days after being served with a copy. *See* 28 U.S.C. § 636(b)(1); FED. R. CIV. P. 72(b). In order to be specific, an objection must identify the specific finding or recommendation to which objection is made, state the basis for the objection, and specify the place in the magistrate judge's findings, conclusions, and recommendation

where the disputed determination is found. An objection that merely incorporates by reference or refers to the briefing before the magistrate judge is not specific. Failure to file specific written objections will bar the aggrieved party from appealing the factual findings and legal conclusions of the magistrate judge that are accepted or adopted by the district court, except upon grounds of plain error. *See Douglass v. United Servs. Auto. Ass'n*, 79 F.3d 1415, 1417 (5th Cir. 1996)

DATED: February 13, 2026

A handwritten signature in black ink, appearing to read 'D. Horan', with a long horizontal line extending to the right.

DAVID L. HORAN
UNITED STATES MAGISTRATE JUDGE