

Civil Procedure Rule Statements

Subject Matter Jurisdiction

Federal Question Jurisdiction

A federal court has subject matter jurisdiction if the plaintiff's claim arises under the Constitution, laws, or treaties of the United States. The federal question must appear on the face of a well-pleaded complaint; a defense raising a federal issue is insufficient to confer jurisdiction.

Federal Question: Embedded Federal Issues

A federal court may exercise jurisdiction over a state-law claim if it raises a substantial federal issue that is (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the balance of federal and state judicial responsibilities.

Diversity Jurisdiction

Diversity jurisdiction exists when (1) the matter in controversy exceeds \$75,000, exclusive of interest and costs, and (2) there is complete diversity of citizenship between all plaintiffs and defendants. Complete diversity requires that no plaintiff be a citizen of the same state as any defendant. For individuals, citizenship is determined by domicile, while for corporations, it includes both the state of incorporation and the principal place of business (nerve center test).

Diversity Jurisdiction: Determining Domicile

For individuals, domicile is established by physical presence in a state and the intent to remain there indefinitely. For corporations, domicile includes both the state of incorporation and the principal place of business, determined by the "nerve center" test. For aliens, diversity jurisdiction is limited by statutory provisions and excludes certain scenarios involving permanent residents.

Amount in Controversy: Aggregation of Claims

The amount in controversy must exceed \$75,000, exclusive of interest and costs. Plaintiffs may aggregate claims against a single defendant to meet the threshold. Multiple plaintiffs cannot aggregate claims unless they assert a common and undivided interest.

Supplemental Jurisdiction

Supplemental jurisdiction allows a federal court to hear additional claims that are so closely related to the claims within its original jurisdiction that they form part of the same case or controversy. Claims share a common case or controversy if they arise out of the same transaction or occurrence.

Removal Jurisdiction

Removal jurisdiction allows a defendant to transfer a case from state court to federal court if the federal court would have had original jurisdiction over the case. Removal must be filed within 30

Constitutional Law Rule Statements

Judicial Review and Justiciability

Standing

A plaintiff must have standing to sue, requiring (1) an injury in fact that is concrete, particularized, and actual or imminent, (2) causation linking the injury to the defendant's conduct, and (3) redressability, meaning a favorable court decision can remedy the injury.

Mootness

A case is moot if the controversy no longer exists at all stages of litigation. Exceptions include issues capable of repetition but evading review, voluntary cessation by the defendant, and class actions where at least one class member's claim remains live.

Ripeness

A case is ripe if there is a genuine, immediate threat of harm and the issues are fit for judicial resolution. Premature claims lacking actual injury are unripe.

Political Question Doctrine

Courts will not adjudicate political questions, which are issues constitutionally committed to another branch of government or lack judicially manageable standards for resolution.

Advisory Opinions: Prohibition and Exceptions

Federal courts are prohibited from issuing advisory opinions, which are decisions that do not resolve actual cases or controversies. Exceptions include cases where future legal relations hinge on the court's interpretation of law, such as declaratory judgments.

Third-Party Standing and Associational Standing

Third-party standing is allowed if (1) the plaintiff has suffered an injury, (2) there is a close relationship between the plaintiff and the third party, and (3) there is a hindrance to the third party's ability to sue. Associational standing allows organizations to sue on behalf of members if (1) members have standing, (2) the interests are germane to the organization's purpose, and (3) individual participation is not required.

Political Question Doctrine: Key Applications

The political question doctrine bars judicial review of issues constitutionally committed to another branch or lacking judicially manageable standards. Key applications include cases involving impeachment, gerrymandering, and the recognition of foreign governments.

Separation of Powers

Executive Powers and Limits

The President has powers expressly granted by the Constitution, including as Commander-in-Chief, and implied powers necessary to execute laws. Presidential powers are limited by

Contracts Rule Statements

Formation

Offer

An offer is a manifestation of intent to enter into a contract, communicated to the offeree, containing definite and certain terms, and creating the power of acceptance in the offeree. Offers may be revoked before acceptance unless they are irrevocable (e.g., option contracts, firm offers).

Acceptance

Acceptance is the unequivocal assent to the terms of the offer, communicated in the manner invited or required by the offer. Under the mailbox rule, acceptance is effective upon dispatch unless the offer specifies otherwise.

Consideration

Consideration requires a bargained-for exchange of legal value, meaning a promise, performance, or forbearance that is sought by the promisor in exchange for their promise.

Preliminary Negotiations vs. Offers

Preliminary negotiations do not constitute an offer if they lack definite terms and a manifestation of intent to create a binding contract. Statements of willingness to discuss or solicit bids are generally considered negotiations, not offers.

Option Contracts: Creation and Enforceability

An option contract is created when the offeror agrees to keep an offer open for a specified period in exchange for consideration. Option contracts are irrevocable during the option period and are enforceable even if the underlying contract is not formed.

Firm Offers Under the UCC

A firm offer under UCC §2-205 occurs when a merchant provides a signed writing assuring that an offer to buy or sell goods will remain open. No consideration is required, and the offer is irrevocable for the stated time or a reasonable period, not exceeding three months.

Termination of Offers: Revocation, Rejection, Counteroffers, and Lapse

An offer may be terminated by (1) revocation, effective upon receipt, unless an option contract or firm offer exists; (2) rejection by the offeree, effective upon receipt; (3) counteroffer, which operates as a rejection; or (4) lapse of time, if the offer is not accepted within a specified or reasonable time.

Mailbox Rule: Timing of Acceptance

Under the mailbox rule, an acceptance is effective upon dispatch if properly addressed and sent in an authorized manner, even if it is not received. Exceptions include offers specifying a particular method of acceptance or situations involving option contracts.