

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
 _____ _____ _____ _____

DORSANEO, TEXAS LITIGATION GUIDE

Publication 719

Release 153

May 2024

HIGHLIGHTS

- **Medical Malpractice; Emergency Care in Hospital ER.** The statute requiring the claimant to prove “willful and wanton negligence” to recover on a claim related to emergency care [Tex. Civ. Prac. & Rem. Code § 74.153] requires *at least* a demonstration of gross negligence. Because the evidence was insufficient to support such a finding, the court reserved the question of whether the standard might be higher than that of gross negligence. *Marsillo v. Dunnick*, 67 Tex. Sup. Ct. J. 206, 2024 Tex. LEXIS 18, at *1–*12 (Tex. 2024). See Ch. 321, *Medical Malpractice*, § 321.18[1][b].
- **Medical Malpractice; Expert Report Requirement.**

The trial court properly sustained an objection to a nurse’s original expert report because she was not qualified to opine on causation; however, when it was supplemented with a subsequent report by a surgeon, the two reports sufficiently described the standard of care as requiring thorough evaluation for any injuries after a resident’s fall in a residential care facility. *Urriegas v. Kenmar Residential HCS Servs.*, 675 S.W.3d 787, 790–792 (Tex. 2023) (per curiam). See Ch. 321, *Medical Malpractice*, § 321.15[1A][c].

This release updates Texas Litigation Guide with recent legislation as well as Texas Supreme Court and court of appeals decisions and federal cases. Many of the significant devel-

opments in this release are summarized below.

PRETRIAL, TRIAL, AND APPELLATE PRACTICE

Declaratory Relief—Limits. In *ATI Jet Sales, LLC v. City of El Paso*, 677 S.W.3d 180, 189 (Tex. App.—El Paso 2023, no pet. h.), the court of appeals held that a suit seeking declaratory relief cannot be brought against a city, which retains immunity, but must be brought against a city actor, in their official capacity. See Ch. 45, *Declaratory Relief*, § 45.04[5].

Limitation of Actions—Jurisdictional Dismissals. Tex. Civ. Prac. & Rem. Code § 16.064 suspends the limitation period when a party mistakenly, but in good faith, files suit in one court when jurisdiction is proper only in another court; however, the statute is not limited to this situation. The statute does not require that the court where the earlier action was filed actually lack jurisdiction, but rather that the earlier action was dismissed “because of lack of jurisdiction.” If the prior action was dismissed because of lack of jurisdiction, the statute’s plain-language requirement is satisfied even if the court actually had jurisdiction or could have had it if the jurisdictional facts were properly pleaded [*Sanders v. Boeing Co.*, 680 S.W.3d 340, 349 (Tex. 2023)]. See Ch. 72, *Limitation of Actions*, § 72.04[7].

Discovery—Mental and Physical Examinations. Party seeking mental or physical exam must establish that

desired information cannot be obtained by less obtrusive means, such as by reviewing available medical records; usually, however requiring doctor to testify at trial without benefit of personal examination would place doctor at a disadvantage [In re *Sherwin-Williams Co.*, 668 S.W.3d 368, 371 (Tex. 2023)]. See Ch. 93, *Discovery: Requests for Productions; Subpoenas*, § 93.40[2].

Discovery—Sanctions. Under Rule 193.6, a party may not offer testimony from a witness that was not timely identified unless the trial court finds that (1) there was good cause for failure, or (2) failure will not unfairly surprise or unfairly prejudice other parties [*Jackson v. Takara*, 675 S.W.3d 1, 6 (Tex. 2023)]. See Ch. 98, *Discovery: Discovery Sanctions*, § 98.04[4].

Enforcement of Judgments—Writ of Execution. Enforcement of a judgment must be suspended if the judgment is superseded by filing a bond, making a deposit in lieu of bond, providing alternative security, or by written agreement. If execution has been issued, the clerk must promptly issue a writ of supersedeas [Tex. R. App. P. 24.1(a), (f); Tex. R. Civ. P. 634]. See Ch. 132, *Enforcement of Judgments*, § 132.03[2].

Enforcement of Judgments—Bond. A bond is effective on filing. However, on motion of any party, the trial court will review the bond [Tex. R. App. P. 24.1(b)(2) (as amended effective Jan. 1, 2014)]. See Ch. 148, *Suspending Enforcement of the Judgment*, § 148.04[2][b][ii].

BUSINESS, COMMERCIAL, AND EMPLOYMENT LAW

Relationship Between Partners and Partnership Assets. In *WC 4th & Rio Grande, LP v. La Zona Rio, LLC*, 677 S.W.3d 136, 146 (Tex. App.—El Paso 2023, no pet. h.), the court of appeals held that a partnership’s assets belong to the partnership itself, not to individual partners; therefore, an individual partner’s judgment creditor had no right to obtain possession of or otherwise exercise legal or equitable remedies with respect to the partnership’s property when collecting on judgment. See Ch. 180, *Partner’s Liability*, § 180.05[3].

Retaliation for Reporting Child Abuse or Neglect. In *Scott & White Mem’l Hosp. v. Thompson*, 681 S.W.3d 758, 2023 Tex. LEXIS 1287, *6 (Tex. Dec. 22, 2023), the Texas Supreme Court held that Family Code § 261.110 requires a but-for causal connection between an employee’s protected conduct and an adverse employment action. See Ch. 203A, *Employment Litigation*, § 203A.71[2][c].

Effect of Unilateral Right to Amend Contract. In *SCI Shared Res., LLC v. Echovita, Inc.*, 679 S.W.3d 193, 201 (Tex. App.—Houston [14th Dist.] 2023, no pet. h.), the court of appeals held that if one party has the unilateral right to amend the terms of an agreement, it is presumed that the party may make an amendment apply retroactively, and the contract is therefore illusory, unless the agreement expressly states

that any amendment may not be applied retroactively. See Ch. 210A, *Contracts*, § 210A.06[3][c][iii].

FCRA Waives Governmental Immunity. In *Dep’t of Agric. Rural Dev. Rural Hous. Serv. v. Kirtz*, 144 S. Ct. 457, 217 L. Ed. 2d 361, 371, 2024 U.S. LEXIS 589 (2024), the U.S. Supreme Court held that the Fair Credit Reporting Act waives the federal government’s sovereign immunity such that the government is susceptible to suit when it supplies false information to credit reporting agencies. See Ch. 234, *Credit: Reporting and Discrimination*, § 234.11[2][b].

FAMILY LAW

Characterization. Personal injury settlement funds “for the benefit of” an injured spouse are community property. See Ch. 363, *Division of Property*, § 363.09[13].

Standing. For purposes of determining standing to file a SAPCR, a child may have two mothers when a same-sex couple is legally married and one of the spouses gives birth to a child conceived via non-medical artificial insemination. See Ch. 370, *SAPCR Procedures*, § 370.02[1][a].

Attorney’s Fees. A party seeking conditional appellate attorney’s fees must provide opinion testimony about both (1) the services the party reasonably believes will be necessary to defend the appeal, and (2) a reasonable hourly rate for those services. See Ch. 370, *SAPCR Procedures*, § 370.11[2][a].

Termination of Parental Rights. The Texas Supreme Court has held

that, to justify termination under Subsection (O), a parent's noncompliance with a family service plan must not be trivial or immaterial in light of the nature and degree of the parent's compliance and the totality of the plan's requirements [In Interest of R.J.G., 681 S.W.3d 370, 2023 Tex. LEXIS 1218 (Tex. 2023)]. See Ch. 381, *Termination of Parental Rights*, § 381.02[14][d].

INSURANCE LITIGATION

Workers' Compensation—Exclusive Remedy. All common law and statutory claims alleging fraud, fraudulent inducement, violations of the Insurance Code or the DTPA, and theft of services were properly dismissed because they arose from the investigation, handling and settling of the plaintiff's prior workers' compensation claim, and were therefore barred by the exclusive remedy provision. *Croysdill v. Old Republic Ins. Co.*, 668 S.W.3d 782, 789–791 (Tex. App.—El Paso 2023, pet. denied). See Ch. 340, *Workers' Compensation*, §§ 340.01[2], 340.43[2].

Workers' Compensation—Supplemental Income Benefits. The carrier's failure to timely take any action on the employee's quarterly applications for supplemental income benefits was "tantamount" to disputing entitlement to those benefits, so the trial court erred in denying attorney's fees under Tex. Lab. Code § 408.147(c). *Casaubon Firm v. Tex. Mut. Ins. Co.*, 657 S.W.3d 1, 10–14 (Tex. App.—El Paso 20212, pet. denied). See Ch. 340, *Workers' Compensation*, § 340.10[4].

Liability Insurance—Excess Insurance Policy. When it was undisputed that the primary policy covered the insured's defense costs, an excess policy that was a "following form" type of policy also provided that coverage because it did not contain any "clear and unambiguous" language excluding that coverage. *Ohio Cas. Ins. Co. v. Patterson-UTI Energy, Inc.*, 656 S.W.3d 729, 733–738 (Tex. App.—Houston [14th Dist.] 2022, pet. filed). See Ch. 341, *Liability Insurance*, § 341.13[1].

PERSONAL INJURY

Tort Claims Act—Statutory Immunity of TxDOT Contractor. The statutory immunity provision of Tex. Civ. Prac. & Rem. Code § 97.002 protects contractors of TxDOT from claims for injuries that occur not only during the construction process of the highway, road, or street, but also for injuries that occur after contractor's work is completed. *A.S. Horner, Inc. v. Navarrette*, 656 S.W.3d 717, 721–726 (Tex. App.—El Paso 2022, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.13[3].

Tort Claims Act—Governmental Immunity. Statutory language of Tex. Health & Safety Code Ann. § 775.031(a)(4) that an emergency services district may "sue and be sued," standing alone, does not waive the district's governmental immunity. *Walker Cnty. ESD No. 3 v. City of Huntsville*, 658 S.W.3d 807, 814 (Tex. App.—Waco 2022, pet. denied). See Ch. 293, *Claims Against Governmental Entities*, § 293.01[1A].

Tort Claims Act—Premises Liability. The mere fact that an automatic gate used as a controlled entry device to a city’s parking lot may close without warning and strike a vehicle does not establish that the gate posed an unreasonable risk of harm, or that the city had actual knowledge of any unreasonable risk. *City of El Paso v. Pina*, 659 S.W.3d 194, 201–205 (Tex. App.—El Paso 2022, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.10[5][g].

Tort Claims Act—Interpreters. A person who serves as a court-appointed interpreter is not an invitee merely because the person pays a fee to be listed with the court as an available interpreter. *Harris Cnty. v. Lopez*, 665 S.W.3d 874, 881–882 (Tex. App.—Houston [1st Dist.] 2023, pet. denied). See Ch. 293, *Claims Against Governmental Entities*, § 293.10[5][g].

Tort Claims Act—Notice to Government Unit. The claimant did not provide notice of a claim for personal injuries within the 90-day window required by a city charter because the complaints about animal control policies and procedures were insufficient when there was no evidence of any connection between the city’s conduct and the attack on the claimant by a pack of dogs. *Varner v. City of Andrews*, 657 S.W.3d 658, 662–664 (Tex. App.—El Paso 2022, pet. denied). See Ch. 293, *Claims Against Governmental Entities*, § 293.16[1][a].

Tort Claims Act—Notice to Gov-

ernment Unit. When an incident report from a city’s water department stated that “we hit a phone line” in responding to a fire hydrant breach, the city had actual knowledge of the claim and formal notice was not required. *City of Monahans v. Southwestern Bell Tel. Co.*, 656 S.W.3d 738, 744–747 (Tex. App.—El Paso 2022, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.16[1][c].

Tort Claims Act—Motor Driven Equipment. A backhoe qualifies as “motor-driven equipment” under Tex. Civ. Prac. & Rem. Code § 101.021(1)(a). *City of Monahans v. Southwestern Bell Tel. Co.*, 656 S.W.3d 738, 744–747 (Tex. App.—El Paso 2022, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.10[4][b].

Tort Claims Act—Liability of School District. Allegations of an injury to a student from a falling light fixture on school grounds was a claim for premises liability and was therefore barred by Tex. Civ. Prac. & Rem. Code § 101.051 which limits liability of a school district to injuries arising from the operation or use of a motor vehicle. *El Paso Indep. Sch. Dist. v. De La Rosa*, 656 S.W.3d 586, 588 (Tex. App.—El Paso 2022, no pet.). See Ch. 293, *Claims Against Governmental Entities*, § 293.10[4][c].

Medical Malpractice—HCLC. A “switched at birth” claim stated an HCLC because the hospital’s conduct in sending babies home with their correct families was an inseparable

part of the hospital's professional or administrative services to create and maintain accurate medical records. *Christus Spohn Health Sys. Corp. v. High*, 658 S.W.3d 375, 381–384 (Tex. App.—Corpus Christi 2022, pet. denied). See Ch. 321, *Medical Malpractice*, § 321.02[7].

Medical Malpractice—Health Care Provider. A license from the Department of State Health Services showed only that the defendant that distributed and repaired the claimant's wheelchair was a “device distributor,” so the failure to offer any other evidence on the issue barred the defendant from claiming the protections of Chapter 74 that are available only to a “health care provider.” *Complex Rehab Techs., LLC v. Molina*, 660 S.W.3d 535, 538 (Tex. App.—San Antonio 2022, pet.). See Ch. 321, *Medical Malpractice*, § 321.02[3].

Medical Malpractice—Expert Report. A claimant serving an expert report must comply with the formal requirements for service under Tex. R. Civ. P. 21a, even if the report has already been both filed with the court, and accessed by the defendant's attorney. *Rinkle v. Graf*, 658 S.W.3d 821, 826–828 (Tex. App.—Houston [14th Dist.] 2022, no pet.). See Ch. 321, *Medical Malpractice*, § 321.15[1][a].

Medical Malpractice—Expert Report. An attorney need not make a formal appearance on behalf of a named defendant in an existing lawsuit before the attorney becomes eligible to accept service of an expert

report. *CSL Sweatherford, LLC v. Arens*, 668 S.W.3d 431, 437–445 (Tex. App.—Fort Worth 2023, pet. denied). See Ch. 321, *Medical Malpractice*, § 321.15[1][b], [f].

TCPA—Exempted Actions. When both the initial applicability of the TCPA and a potential exemption are disputed, either the trial court or the court of appeals has the discretion to consider whether the exemption applies and therefore removes the action from the coverage of the statute. *Temple v. Cortez Law Firm, PLLC*, 657 S.W.3d 337, 344–346 (Tex. App.—Dallas 2022, no pet.). See Ch. 333, *Libel and Slander*, § 333.42[2][a].

TCPA—Legal Action. A motion that merely seeks sanctions in an ongoing action is not a “legal action” under the TCPA. *Thuesen v. Scott*, 667 S.W.3d 467, 472–477 (Tex. App.—Beaumont 2023, no pet.). See Ch. 333, *Libel and Slander*, § 333.42[3][a].

TCPA—Hearing on Motion. Although the TCPA requires a hearing on the motion, it does not require that the hearing be an oral, in-court hearing; instead, it permits the court to resolve the motion based on documentary submissions. *Garcia v. Semler*, 663 S.W.3d 270, 276–278 (Tex. App.—Dallas 2022, no pet.). See Ch. 333, *Libel and Slander*, §§ 333.42[5][a], 333.120[1].

Professional Malpractice—Certificate of Merit Requirement. If a dismissal without prejudice provides a set amount of time to refile with an accompanying certificate of

merit, the claimant must be given the benefit of the entire period, so a refiled complaint that lacks a certificate of merit can be cured by an amended complaint that includes the required certificate, provided it is filed before the period expires. *Pipkins v. Labiche Architectural Grp., Inc.*, 661 S.W.3d 842, 849–852 (Tex. App.—Beaumont 2022, pet. denied). See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

Proportionate Responsibility—Designation Criminal as Responsible Third Party. If a criminal’s identity is originally unknown, but is later identified, Tex. Civ. Prac. & Rem. Code § 33.004(j) drops out of the equation and the more lenient standards for designating named persons apply. *Metro. Transit Auth. v. Smith*, 656 S.W.3d 867, 871–882 (Tex. App.—Houston [14th Dist.] 2022, orig. proceeding). See Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[2][b][iii].

Proportionate Responsibility—Unknown Person. To preserve the right to make a later designation, the defendant’s answer itself need only contain two allegations: (1) that an unknown person committed a criminal act that was a cause of the loss or injury; and (2) all identifying characteristics of that unknown person. Any other allegations as to what crime was committed and how it contributed to the loss or injury may be included in the defendant’s subsequent motion to designate, and need not be pleaded in the answer. In re

Windstar Trucking, LLC, 657 S.W.3d 474, 482–484 (Tex. App.—El Paso 2022, orig. proceeding). See Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[2][b][iii].

Tort Damages—Exemplary Damages. Unless the record establishes that the jury failed to unanimously agree on one of the elements required to award exemplary damages [], the trial court may not sua sponte raise that issue and disregard the jury’s award based on the alleged absence of unanimity as to the amount of the award. *Bruce v. Oscar Renda Contr.*, 657 S.W.3d 453, 460–465 (Tex. App.—El Paso 2022, pet. filed). See Ch. 294, *Damages in Tort*, § 294.22[4].

Premises Liability—Slip-and-Fall. The concepts of actual or constructive knowledge are not mutually exclusive, so the mere fact that the jury found that the defendant lacked constructive knowledge of the substance on the floor does not mean that it is logically precluded from finding actual knowledge. *Mohammadi v. Albertsons, LLC*, 656 S.W.3d 851, 861–864 (Tex. App.—Houston [14th Dist.] 2022, no pet.). See Ch. 310, *Premises Liability*, § 310.05[3][b].

Premises Liability—Summary Judgment. Summary judgment for the defendant was proper because due to the combination of the proximity, the conspicuity, and the longevity of the facts and circumstances presented, the defendant had no reasonable opportunity to discover and remedy the spilled liquid substance.

Slape v. Wal-Mart Stores Tex., 656 S.W.3d 698, 701–703 (Tex. App.—El Paso 2022, no pet.). See Ch. 310, *Premises Liability*, § 310.05[3][b].

REAL ESTATE LITIGATION

Deeds—Property Description. When an exhibit or other attachment to a deed contains no language limiting the scope of the grant, the deed conveys all of the interest of the grantor. *Citation 2002 Inv. Llc, & Endeavor Energy Res., L.P. v. Occidental Permian*, 662 S.W.3d 550, 557–560 (Tex. App.—El Paso 2022, pet. granted). Ch. 254, *Deeds and Conveyances*, § 254.03[2].

Condemnation—Taking of Property by Flooding. The denial of a plea to the jurisdiction was proper because a fact issue existed as to whether the city knew that flooding was substantially certain to occur as a result of its intentional diversion of surface waters due to the resurfacing of a road that was constructed, operated, and maintained by the city. *City of El Paso v. Torres*, 662 S.W.3d 607, 612–616 (Tex. App.—El Paso 2022, pet. denied). See Ch. 261, *Condemnation*, § 261.21[2][b], [e].

Deeds—Parties. When property is conveyed to an artificial entity that exists at the time the deed is executed, but the deed contains a misnomer, it may be reformed or modified to reflect the correct name of the entity. *Hazel v. Lonesome Ranch Prop. Owners Ass’n*, 656 S.W.3d 468, 485–487 (Tex. App.—El Paso 2022, no pet.). Ch. 254, *Deeds and Conveyances*, § 254.03[2].

Security Interests—Nonjudicial Foreclosure. When the record established that a foreclosure sale took place only 20 days after the notice was posted and filed at the courthouse, the trustee violated Tex. Prop. Code § 51.002(b) by failing to provide the required 21 days and the sale was invalid, even though notice to the debtor was timely. *Villa v. Villa*, 664 S.W.3d 415, 418–419 (Tex. App.—Eastland 2023, no pet.). Ch. 255, *Real Property Security Interest*, § 255.03[4][c].

Oil and Gas—“Double Fraction” Grant. A 1940 deed conveying an “undivided one-half (1/2) of the usual one-eighth (1/8) royalty in, to and under” certain designated land granted a floating 1/2 royalty interest, not a fixed 1/16 interest. *Bridges v. Uhl*, 663 S.W.3d 252, 262 (Tex. App.—El Paso 2022, no pet.). See Ch. 283, *Oil and Gas Leases*, § 283.01[2][a].

Oil and Gas—Use of “Net Mineral Acre” Language. Unless the terms of the deed require a different construction, *net mineral acre* means an undivided fee simple mineral interest in the acreage conveyed to the grantee, including the right to receive royalty payments from that acreage; however, when the deed also contains a “subject to” clause and the tract is already burdened by a non-participating royalty interest, the grantee’s interest will also be burdened by that interest unless contrary language in the deed clearly requires a different construction. *Brooke-Willbanks v. Flatland Min. Fund, LP*,

660 S.W.3d 559, 564–567 (Tex. App.—Eastland 2023, no pet.). See Ch. 283, *Oil and Gas Leases*, § 283.01[5][b].

Landlord and Tenant—Eviction Action; Availability of Remedy. When a lease contains an option to purchase and the tenant exercises that option, the landlord-tenant relationship ends and is replaced by a vendor-purchaser relationship, so any dispute between the parties presents a title issue and an eviction action cannot be maintained. *Town of Anthony v. Lopez*, 661 S.W.3d 667, 671–672 (Tex. App.—El Paso 2023, pet. denied). See Ch. 282, *Landlord and Tenant*, § 282.41[1], [2].

Real Property Taxes—Taxpayer Remedies. When a predecessor-in-interest entered into an agreement with the taxing unit under Tex. Tax Code § 1.111(e), the current owner of the property was bound by that agreement and could not file a motion to correct the appraisal rolls or seek judicial review. *Wilbarger Cnty. Appraisal Dist. v. Oncor Elec. Delivery Co. NTU, LLC*, 660 S.W.3d 760, 762–766 (Tex. App.—Amarillo 2022, pet. filed). See Ch. 260, *Real Property Tax Suits*, §§ 260.02[1][a], 260.04[1][b].

Real Property Taxes—Taxpayer Remedies. An appeal by the taxpayer is available when an appraisal review board dismisses the taxpayer’s motion to correct the appraisal roll for lack of jurisdiction, so a decision on the merits of the motion is not required. *Oncor Elec. Delivery Co. NTU LLC v. Mills Cent. Appraisal*

Dist., 660 S.W.3d 288, 293–294 (Tex. App.—Austin 2022, pet. filed). See Ch. 260, *Real Property Tax Suits*, § 260.04[3][b].

Real Property Taxes—Exhaustion of Remedies. The test for exhaustion is functional, not formal, so the mere fact that the taxing unit did not expressly label its claim as one for fraud was not controlling; instead, because the appraisal review board interpreted the claim as one for fraud and rejected it on the merits, the taxing unit had exhausted remedies and the trial court had jurisdiction. *Iraan-Sheffield Indep. Sch. Dist. v. Kinder Morgan Prod. Co. LLC*, 657 S.W.3d 525, 535–538 (Tex. App.—El Paso 2022, pet. denied). See Ch. 260, *Real Property Tax Suits*, § 260.04[1][b].

Easements—Conveyed by Deed. If a deed conveying an express easement to an artificial entity contains a misnomer of the grantee, it may be reformed or modified to reflect the correct name of the entity. *Hazel v. Lonesome Ranch Prop. Owners Ass’n*, 656 S.W.3d 468, 485–487 (Tex. App.—El Paso 2022, no pet.). See Ch. 281, *Easements*, § 281.03[1][b].

Real Estate Brokers—Duty. The rules and regulations of the Texas Real Estate Commission that govern the relationship between a broker and the broker’s client do not provide a basis for a negligence duty to the other party to a real estate transaction. *Hernandez v. Vazquez*, 656 S.W.3d 589, 593–594 (Tex. App.—El Paso 2022, no pet.). Ch.

Matthew Bender provides continuing customer support for all its products:

- Editorial assistance—please consult the “Questions About This Publication” directory printed on the copyright page;
- Customer Service—missing pages, shipments, billing or other customer

service matters, +1.800.833.9844.

- Outside the United States and Canada, +1.518.487.3385, or fax (+1.800.828.8341) or email (international@bender.com);
- Toll-free ordering (+1.800.223.1940) or visit www.lexisnexis.com/BrowseUs.



www.lexis.com

Copyright © 2024 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 153, May 2024

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.

FILING INSTRUCTIONS

DORSANEO, TEXAS LITIGATION GUIDE

Publication 719 Release 153

May 2024

Check As Done

- 1. Check the Title page in the front of your present Volume 1. It should indicate that your set is filed through Release Number 152. If the set is current, proceed with the filing of this release. If your set is not filed through Release Number 152, DO NOT file this release. Please call Customer Services at 1-800-833-9844 for assistance in bringing your set up to date.
- 2. Separate this Release Number 153 into the following groups of material:
 - Package 1 contains White Revision pages for Volumes 1, 3, 5, 6, 7, 9, 10, 12–15, and 17.
 - Package 2 contains White Revision pages for Volumes 18–23.
- Arrange these groups of material next to each other so that you can take material from each group as required and proceed with the filing of this release.
- 3. Circulate the “Publication Update” among those individuals interested in the contents of this release.

DORSANEO, TEXAS LITIGATION GUIDE (USPS 018-383) is published 4 times a year for \$ 18,511.00 by LexisNexis, 555 Middlecreek Parkway, Colorado Springs, CO 80921. Periodical postage is paid at Colorado Springs, CO. and at additional mailing offices. POSTMASTER: Send address changes to DORSANEO, TEXAS LITIGATION GUIDE, 555 Middlecreek Parkway, Colorado Springs, CO 80921.

**Check
As
Done** Remove Old
Pages Numbered

Insert New
Pages Numbered

For faster and easier filing, all references are to right-hand pages only.

VOLUME 1

Revision

- 1 thru 11 1 thru 11
- Title page. Title page

VOLUME 3

Revision

- Title page. Title page
- 45-17 thru 45-35 45-17 thru 45-36.1
- 45-83 thru 45-91 45-83 thru 45-91

VOLUME 5

Revision

- Title page. Title page
- 72-66.4(3) thru 72-66.4(5) 72-66.4(3) thru 72-66.4(5)

VOLUME 6

Revision

- Title page. Title page
- 93-29 thru 93-30.1 93-29 thru 93-30.1
- 93-85 thru 93-87 93-85 thru 93-87
- 97-13. 97-13 thru 97-14.1
- 98-23. 98-23 thru 98-24.1
- 98-103 thru 98-107 98-103 thru 98-109

VOLUME 7

Revision

- Title page. Title page
- 102-53 thru 102-54.5 102-53 thru 102-54.5

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 9

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 132-20.1 thru 132-21 | 132-21 |
| <input type="checkbox"/> | 132-34.1 thru 132-35 | 132-35 thru 132-36.3 |

VOLUME 10

Revision

- | | | |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 148-1 thru 148-3 | 148-1 thru 148-3 |
| <input type="checkbox"/> | 148-11 thru 148-22.1 | 148-11 thru 148-22.1 |
| <input type="checkbox"/> | 148-33 thru 148-38.1 | 148-33 thru 148-38.1 |
| <input type="checkbox"/> | 148-45 thru 148-51 | 148-45 thru 148-52.1 |

VOLUME 12

Revision

- | | | |
|--------------------------|----------------------------------|----------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 180-11 thru 180-12.1 | 180-11 thru 180-12.1 |
| <input type="checkbox"/> | 180-21 thru 180-25 | 180-21 thru 180-26.1 |
| <input type="checkbox"/> | 180-71 thru 180-73 | 180-71 thru 180-73 |
| <input type="checkbox"/> | 182-24.1 thru 182-32.1 | 182-25 thru 182-32.1 |
| <input type="checkbox"/> | 182-59 thru 182-60.1 | 182-59 thru 182-60.1 |

VOLUME 13

Revision

- | | | |
|--------------------------|--------------------------------------|----------------------------|
| <input type="checkbox"/> | Title page. | Title page |
| <input type="checkbox"/> | 203A-25 thru 203A-31 | 203A-25 thru 203A-32.3 |
| <input type="checkbox"/> | 203A-55 thru 203A-56.1 | 203A-55 thru 203A-56.1 |
| <input type="checkbox"/> | 203A-65 thru 203A-77 | 203A-65 thru 203A-77 |
| <input type="checkbox"/> | 203A-84.1 thru 203A-96.1 | 203A-85 thru 203A-96.3 |
| <input type="checkbox"/> | 203A-104.1 thru 203A-104.5 | 203A-104.1 thru 203A-104.7 |
| <input type="checkbox"/> | 203A-116.1 thru 203A-122.3 | 203A-117 thru 203A-122.7 |
| <input type="checkbox"/> | 203A-145 thru 203A-205 | 203A-145 thru 203A-206.21 |
| <input type="checkbox"/> | 203A-213 thru 203A-244.1 | 203A-213 thru 203A-244.3 |
| <input type="checkbox"/> | 203A-253 thru 203A-257 | 203A-253 thru 203A-258.1 |
| <input type="checkbox"/> | 203A-277. | 203A-277 |

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	203A-295 thru 203A-297	203A-295 thru 203A-297
<input type="checkbox"/>	203A-315 thru 203A-327	203A-315 thru 203A-327

VOLUME 14

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210A-14.1 thru 210A-24.1	210A-15 thru 210A-24.3
<input type="checkbox"/>	210A-31 thru 210A-49	210A-31 thru 210A-50.5
<input type="checkbox"/>	210A-60.1 thru 210A-197	210A-61 thru 210A-255

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	234-46.1 thru 234-48.1	234-47 thru 234-48.1

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	253-17 thru 253-19	253-17 thru 253-20.1
<input type="checkbox"/>	254-14.1 thru 254-21	254-15 thru 254-22.3
<input type="checkbox"/>	254-28.2(2)(a) thru 254-28.2(5)	254-28.2(3) thru 254-28.2(5)
<input type="checkbox"/>	254-28.13 thru 254-28.19	254-28.13 thru 254-28.19
<input type="checkbox"/>	254-35	254-35 thru 254-36.1
<input type="checkbox"/>	255-34.3 thru 255-34.23	255-34.3 thru 255-34.27
<input type="checkbox"/>	255-66.5 thru 255-66.7	255-66.5 thru 255-66.7
<input type="checkbox"/>	260-1 thru 260-113	260-1 thru 260-223
<input type="checkbox"/>	261-13 thru 261-18.1	261-13 thru 261-18.1
<input type="checkbox"/>	261-27 thru 261-92.1	261-27 thru 261-92.13
<input type="checkbox"/>	261-103 thru 261-126.1	261-103 thru 261-126.3
<input type="checkbox"/>	261-155 thru 261-160.1	261-155 thru 261-160.1

VOLUME 18

Revision

<input type="checkbox"/>	Title page thru 270-145	Title page thru 270-146.1
<input type="checkbox"/>	270-155 thru 270-203	270-155 thru 270-203
<input type="checkbox"/>	270A-1 thru 270A-65	Material not replaced
<input type="checkbox"/>	No Material removed	271-1 thru 271-127 (file preceding 280-1)

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

<input type="checkbox"/>	281-15 thru 281-17	281-15 thru 281-17
<input type="checkbox"/>	282-67 thru 282-68.1	282-67 thru 282-68.1
<input type="checkbox"/>	282-87 thru 282-93	282-87 thru 282-94.1
<input type="checkbox"/>	282-107	282-107 thru 282-108.1
<input type="checkbox"/>	282-131	282-131
<input type="checkbox"/>	283-11 thru 283-13	283-11 thru 283-14.1
<input type="checkbox"/>	283-31 thru 283-35	283-31 thru 283-36.1
<input type="checkbox"/>	285-5 thru 285-6.1	285-5 thru 285-6.1
<input type="checkbox"/>	285-26.1 thru 285-26.5	285-26.1 thru 285-26.6(1)
<input type="checkbox"/>	285-26.13 thru 285-26.19	285-26.13 thru 285-26.19
<input type="checkbox"/>	285-37	285-37
<input type="checkbox"/>	285-45 thru 285-46.17.	285-45 thru 285-46.18(3)

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	291-33 thru 291-35	291-33 thru 291-36.1
<input type="checkbox"/>	291-40.5 thru 291-40.6(3)	291-40.5 thru 291-40.6(3)
<input type="checkbox"/>	291-120.1.	291-120.1
<input type="checkbox"/>	293-11 thru 293-22.1	293-11 thru 293-22.2(1)
<input type="checkbox"/>	293-43 thru 293-63	293-43 thru 293-64.5
<input type="checkbox"/>	293-74.1 thru 293-83	293-75 thru 293-84.7
<input type="checkbox"/>	293-97	293-97 thru 293-98.1
<input type="checkbox"/>	293-106.7 thru 293-106.11	293-106.7 thru 293-106.11
<input type="checkbox"/>	293-127 thru 293-136.8(2)(a).	293-127 thru 293-136.8(2)(g)
<input type="checkbox"/>	293-136.10(1) thru 293-136.10(2)(c)	293-136.10(1) thru 293-136.10(2)(c)
<input type="checkbox"/>	294-39	294-39 thru 294-40.1
<input type="checkbox"/>	294-77	294-77 thru 294-78.1

VOLUME 19A

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	310-7 thru 310-8.1	310-7 thru 310-8.1
<input type="checkbox"/>	310-41 thru 310-43	310-41 thru 310-44.1
<input type="checkbox"/>	310-54.1 thru 310-56.2(1)	310-55 thru 310-56.2(3)
<input type="checkbox"/>	321-20.1 thru 321-30.12(9).	321-21 thru 321-30.12(9)
<input type="checkbox"/>	321-103 thru 321-104.20(5)	321-103 thru 321-104.20(11)
<input type="checkbox"/>	321-112.1 thru 321-114.1	321-113 thru 321-114.1

Check As Done Remove Old Pages Numbered

Insert New Pages Numbered

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	322-8.1 thru 322-10.1	322-9 thru 322-10.3
<input type="checkbox"/>	322-35 thru 322-38.5	322-35 thru 322-38.6(1)
<input type="checkbox"/>	322-54.18(1) thru 322-54.29	322-54.19 thru 322-54.29
<input type="checkbox"/>	333-17 thru 333-25	333-17 thru 333-25
<input type="checkbox"/>	333-63 thru 333-64.1	333-63 thru 333-64.1
<input type="checkbox"/>	333-93 thru 333-108.20(5)	333-93 thru 333-108.20(5)
<input type="checkbox"/>	333-135	333-135 thru 333-136.1
<input type="checkbox"/>	334-5 thru 334-6.1	334-5 thru 334-6.1
<input type="checkbox"/>	334-24.1 thru 334-24.3	334-24.1 thru 334-24.3
<input type="checkbox"/>	336-9 thru 336-61	336-9 thru 336-62.11

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-9 thru 340-14.1	340-9 thru 340-14.1
<input type="checkbox"/>	340-22.1 thru 340-24.1	340-23 thru 340-24.1
<input type="checkbox"/>	340-34.3 thru 340-34.5	340-34.3 thru 340-34.5
<input type="checkbox"/>	340-49 thru 340-56.1	340-49 thru 340-56.5
<input type="checkbox"/>	340-62.3 thru 340-62.5	340-62.3 thru 340-62.5
<input type="checkbox"/>	340-75	340-75 thru 340-76.1
<input type="checkbox"/>	340-86.3 thru 340-88.10(1)	340-87 thru 340-88.10(15)
<input type="checkbox"/>	340-88.19 thru 340-93	340-89 thru 340-94.5
<input type="checkbox"/>	341-56.1 thru 341-61	341-57 thru 341-62.5
<input type="checkbox"/>	341-74.1 thru 341-78.1	341-75 thru 341-78.3
<input type="checkbox"/>	341-113	341-113

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	363-32.1 thru 363-38.1	363-33 thru 363-38.5
<input type="checkbox"/>	370-7 thru 370-14.1	370-7 thru 370-14.1
<input type="checkbox"/>	370-23 thru 370-25	370-23 thru 370-26.1
<input type="checkbox"/>	370-61 thru 370-64.1	370-61 thru 370-64.1
<input type="checkbox"/>	371-43 thru 371-45	371-43 thru 371-46.1
<input type="checkbox"/>	371A-27 thru 371A-31	371A-27 thru 371A-32.1

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	381-19 thru 381-24.1	381-19 thru 381-24.1
<input type="checkbox"/>	381-46.1 thru 381-47	381-47 thru 381-48.1
<input type="checkbox"/>	381-84.1 thru 381-89	381-85 thru 381-90.1

FILE IN THE FRONT OF THE FIRST VOLUME
OF YOUR SET

To order missing pages log on to our self service center, www.lexisnexis.com/printcdsc or call Customer Services at 1 (800) 833-9844 and have the following information ready:

- (1) the publication title;
- (2) specific volume, chapter and page numbers; and
- (3) your name, phone number, and Matthew Bender account number.

Please recycle removed pages.

MISSING FILING INSTRUCTIONS?
FIND THEM AT www.lexisnexis.com/printcdsc

Use the search tool provided to find and download missing filing instructions, or sign on to the Print & CD Service Center to order missing pages or replacement materials. Visit us soon to see what else the Print & CD Service Center can do for you!



www.lexis.com

Copyright © 2024 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 719, Release 153, May 2024

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.