

PUBLICATION UPDATE

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Dorsaneo, Texas Litigation Guide

Publication 719

Release 144

March 2022

HIGHLIGHTS

Legislative Developments from 2021 Session:

- **Real Property Taxes; Administrative Proceedings.** The amendments to the Tax Code that became effective for the 2022 tax year are designed to enhance the opportunities for taxpayers to participate in the initial appraisal and assessment process, in an apparent effort to reduce later judicial review. The most notable development is the expansion of binding arbitration under Tax Code Chapter 41A to include a variety of disputes over the adequacy of the rules and procedures used to resolve taxpayer protests. See Ch. 260, *Real Property Tax Suits*, § 260.04[3].

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 developments in this release are summarized below.

Pretrial, Trial, and Appellate Practice

Probate Court Lacked Jurisdiction to Appoint Rehabilitative Receiver. This update includes *In re Estate of Hallmark*, 629 S.W.3d 433, 441 (Tex. App.—Eastland 2020, no pet.), in which the court of appeals held that the probate court’s order appointing a receiver constituted a rehabilitative receivership under Tex. Bus. Orgs. Code Ann. § 11.404 and, therefore, the probate court did not have jurisdiction to enter it. See Ch. 43, *Receivership*, § 43.03[3][b].

Waiver of Right to Arbitrate. In *Accord Bus. Funding, LLC v. Ellis*, 625 S.W.3d 612, 618 (Tex. App.—

Houston [14th Dist.] 2021, no pet. h.), the court of appeals held that unsuccessfully attempting to obtain a favorable result in court before requesting a referral to arbitration is the type of litigation behavior that supports a trial court's finding that a party waived its right to arbitration. See Ch. 44, *Arbitration*, § 44.02[3][a].

Appellate Rules

The Texas Supreme Court approved amendments to Rule 57 of the Texas Rules of Appellate Procedure, revising the procedures for direct appeals to the court [*see* Misc. Docket No. 21-9100, August 27, 2021]; portions of Ch. 151, *Appellate Proceedings in Supreme Court*, Ch. 147, *Perfecting and Docketing the Appeal*, as well as Ch. 50, *Injunction*, have been revised to reflect these changes.

The Court also approved amendments to Rules 10, 41, 47, 49, and 53 of the Texas Rules of Appellate Procedure [*see* Misc. Docket No. 21-9110, Sept. 13, 2021]. These amendments were intended to clarify when a motion for en banc reconsideration may be filed, and to make other changes to the rules concerning en banc reconsideration and motions for rehearing. See Ch. 151, *Appellate Proceedings in Court of Appeals*.

Business and Commercial Law

Liability for Corporate Employee's Tortious Actions. Appellate courts have held that Section 21.223 of the Business Organizations Code, which insulates corporate shareholders from liability, does not preclude direct liability for a corporate em-

ployee's tortious actions [Texienne Oncology Ctrs., PLLC v. Chon, 2021 Tex. App. LEXIS 8741 **17-22 (Tex. App.—Beaumont 2021, no pet. h.) (memo op.); Spicer v. Maxus Healthcare Partners, LLC., 616 S.W.3d 59, 117-119 (Tex. App.—Fort Worth 2020, no pet. h.)]. See Ch. 165, *Disregarding Corporate Entity*, § 165.02[1].

Trademark—Likelihood of Confusion. Whether an advertisement incorporates a trademark that is visible to the consumer in search engine advertising cases has been added as another factor that may have a bearing on the likelihood of confusion standard applied to claims of infringement of trademark rights [Jim S. Alder, P.C. v. McNeil Consultants, L.L.C., 2021 U.S. App. LEXIS 23761 **14-15 (5th Cir. 2021)]. See Ch. 200, *Trademarks*, § 200.31.

Employment Relations—Arbitration. Defenses that attack the validity of the employment contract and that are not aimed at the arbitration agreement, must be decided by the arbitrator, not the court. Thus, where there was no challenge to the arbitration clause, a defense that the employment agreement was void as against public policy was for the arbitrator to decide [Guerra v. Garza, 2021 Tex. App. LEXIS 8871 **7-9 (Tex. App.—San Antonio 2021, no pet. h.)]. The arbitrator also decides issues of arbitrability when the parties have agreed to a broad arbitration clause [Holifield v. Barclay Props., 2021 Tex. App. LEXIS 8122 **8-9 (Tex. App.—Dallas 2021, no pet. h.)].

(memo op.); *Tejas Tubular Prods. v. Palacios*, 2021 Tex. App. LEXIS 9355 **4–12 (Tex. App.—Houston [1st Dist.] 2021, no pet. h.) (memo op.)). See Ch. 203, *Employment Relations* § 203.48[1][c].

Arbitration of Statutory Claims.

Arbitration provisions that require a party to forgo rights afforded by statute are substantively unconscionable and may be severed or stricken by the court [*Casa Ford, Inc. v. Armendariz*, 2021 Tex. App. LEXIS 6916 **5–8 (Tex. App.—El Paso 2021, no pet. h.)]. See Ch. 203, *Employment Relations* § 203.48[7].

Lack of Consideration. In the context of an at-will employment contract, a divided El Paso Court of Appeals has held that the trial court did not err in refusing to compel arbitration when only the employee signed the arbitration agreement and the agreement called for both parties’ signatures [*CC Rest., L.P. v. Olague*, 2021 Tex. App. LEXIS 7159 **5–10 (Tex. App.—El Paso 2021, no pet. h.)]. See Ch. 203, *Employment Relations* § 203.48[8][b].

Employment Litigation—

Opposition Clause. Some guidance has been provided by the Fifth Circuit in determining whether an employee’s belief that his employer engaged in conduct that is proscribed by Title VII was reasonable [*Scott v. United States Bank Nat’l Ass’n*, 2021 U.S. App. LEXIS 32665 **10–11 (5th Cir. 2021) (per curiam)]. See Ch. 203A, *Employment Litigation* § 203A.22[3][a].

Pleading Not Proof. Cases under

Title VII are not subject to a heightened pleading standard. This was reiterated in a retaliation case in which the Fifth Court of Appeals held that the trial court erred by engaging in a factual inquiry akin to the *McDonnell Douglas* standard [*Scott v. United States Bank Nat’l Ass’n*, 2021 U.S. App. LEXIS 32665 *9 (5th Cir. 2021) (per curiam)]. See Ch. 203A, *Employment Litigation* § 203A.22[3][d].

Texas Whistleblower Act Includes Elected Officials. The Austin Court of Appeals has held that “employing governmental entity” under the Whistleblower Act includes the Office of the Attorney General [*Office of the AG of Tex. v. Brickman*, 2021 Tex. App. LEXIS 8486 **18–27 (Tex. App.—Austin 2021, no pet. h.)]. See Ch. 203A, *Employment Litigation* § 203A.71.

Texas Commission on Human Rights Act Preemption. The Houston Court of Appeals has held that an employee’s claims for IIED and defamation were preempted by TCHRA [*Friedrichsen v. Rodriguez*, 2021 Tex. App. LEXIS 8627 **11–16 (Tex. App.—Houston [14th Dist.] 2021, no pet. h.) (memo op.)]. See Ch. 203A, *Employment Litigation* § 203A.82[1].

Free Speech Retaliation Elements. The Fort Worth Court of Appeals chooses to apply the more traditional categories standard over the material adverse standard in determining what action constitutes “adverse employment action”. The Court holds that failure to promote,

delay in a promotion and elimination of certain classes of discretionary pay constituted adverse employment action but actions with respect to vacation and sick leave benefits did not qualify [2021 Tex. App. LEXIS 7681 **15–33 (Tex. App.—Fort Worth 2021, no pet. h.) (memo op.)]. See Ch. 203A, *Employment Litigation* § 203A.84[1].

Damages in Contract—Attorney’s Fees and Lodestar Standard. The Corpus Court of Appeals has held that the proper remedy for legally insufficient evidence to satisfy the lodestar standard when there is evidence that the attorney’s services are needed and are of some value, is to remand the issue for redetermination of fees [Murphey v. Old Dollar Props., LLC, 2021 Tex. App. LEXIS 8494 *26 (Tex. App.—Corpus Christi 2021, no pet. h.) (memo op.); See Ch. 210A, *Contracts* § 210A.42[2][c][iii], Ch. 217, *Damages in Contract* § 217.20[3].

Attorney’s Fees. This release includes changes to the general attorney’s fees statute which effective September 1, allows for recovery of fees from an individual or organization. Under prior law, damages were recoverable from an individual or corporation [Tex. Civ. Prac. & Rem. Code § 38.001]. See Ch. 217, *Contract Damages*, § 217.20[2].

Unfair Collections. the residual four-year limitations period applies to Chapter 392 claims under the Finance Code [Nationstar Mortg. LLC v. Barefoot, 2021 Tex. App. LEXIS 8725 **5–8 (Tex. App.—Houston

[14th Dist.] 2021, no pet. h.)]. See Ch. 242, *Unfair Collections*, § 242.03[7][a].

Insurance Litigation

Workers’ Compensation; Exclusive Remedy. When a Michigan employer hired a Texas resident as a truck driver to travel between the states, but no agreement was made under Tex. Lab. Code § 406.073(a) as to the principal location of employment, whether Michigan worker’s compensation system was the exclusive remedy for the driver’s injury was determined by choice of law principles, and a fact issue on where the employment contract was made barred summary judgment [Tozi v. RJ & Sons LLC, 614 S.W.3d 767, 770–775 (Tex. App.—San Antonio 2020, no pet)]. See Ch. 340, *Workers’ Compensation*, § 340.03[10].

Personal Injury Litigation

Legal Malpractice; Causation. Because the plaintiff’s expert’s affidavit did not answer what should have happened in the underlying matters in the absence of counsel’s alleged negligence, it was conclusory on the issue of causation and the trial court properly granted summary judgment on both malpractice and negligent misrepresentation claims [White Rock Expl., Inc. v. Freeman Mills, P.C., 607 S.W.3d 429 (Tex. App.—Texarkana 2020, no pet.)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][c].

Legal Malpractice; Hughes Tolling. A legal malpractice plaintiff must affirmatively plead the *Hughes* tolling rule or it is waived, so raising

it for the first time in a notice of appeal is insufficient [Blair v. Fritsch, 608 S.W.3d 407 (Tex. App.—Houston [1st Dist.] 2020, pet. filed)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][e].

Legal Malpractice; Hughes Tolling. Tolling under the *Hughes* rule ends when all appeals of the claims asserted by or against the legal malpractice plaintiff are exhausted, and the pendency or availability of an appeal by another party in the underlying action does not extend tolling as to the malpractice claims [Zive v. Sandberg, 610 S.W.3d 44 (Tex. App.—Dallas 2020, no pet.)]. See Ch. 322, *Professional Malpractice*, § 322.02[1][e].

Professional Malpractice; Certificate of Merit. When new claims arising out of the provision of professional services by design professionals are added to a preexisting action that did not previously contain such claims, the claimant must contemporaneously file a certificate of merit with the pleading that asserts the claim, and the requirement cannot be avoided or excused by arguing that the prior record in the case suffices to fulfill the purposes of the statutory requirement [TRW Eng'rs, Inc. v. Hussion St. Bldgs., LLC, 608 S.W.3d 317 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

Tort Claims Act; Scope of Immunity Under *Reata*. When a government unit asserts a claim of adverse possession of an easement, it does not have immunity from the

easement holder's takings claim seeking a determination of its rights under the easement [Harris County v. Park at Westcreek, LP, 606 S.W.3d 267 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.01[1A].

Tort Claims Act; "Operation or Use" of Vehicle. When the driver of a truck pulling a float in a parade moves the vehicle forward as instructed by an employee of the city that licensed the parade, the employee "uses" the vehicle even though the driver actually operates it [City of El Paso v. Aguilar, 610 S.W.3d 600 (Tex. App.—El Paso 2020, no pet.)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[4][c].

Tort Claims Act; Statutory Immunity. Statutory immunity of a contractor under Tex. Civ. Prac. & Rem. Code § 97.002 requires only that the work be done "for" TxDOT, so direct privity of contract is not required, and the fact that some other governmental entity actually hired the contractor does not remove the immunity [Mahoney v. Webber, LLC, 608 S.W.3d 444 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.13[3].

Products Liability; Statute of Repose. That a defective product injured a minor does not make the 15-year repose period of Tex. Civ. Prac. & Rem. Code § 16.012 inapplicable or alter how it runs because statutory tolling during minority sta-

tus applies only to the limitations period, not the repose period [Stevenson v. Ford Motor Co., 608 S.W.3d 109 (Tex. App.—Dallas 2020, no pet.)]. See Ch. 292, *Death Actions*, § 292.02[4]; Ch. 320, *Products Liability*, § 320.09[2].

Medical Malpractice; Health Care Liability Claim. A claim that the plaintiff contracted a bacterial infection at an aquatic therapy center due to its negligence was an HCLC because the list of health care providers and institutions under Tex. Civ. Prac. & Rem. Code § 74.001(a) is not exclusive; any physical therapist licensed under the Occupations Code, including a hydrotherapist, is a “health care provider”) [Aquatic Care Programs, Inc. v. Cooper, 616 S.W.3d 615 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 321, *Medical Malpractice*, § 321.02[3].

Medical Malpractice; Interlocutory Appeal. If the trial court denies a motion to dismiss and the court of appeal affirms on interlocutory appeal based on the determination that no expert report is required because the plaintiff’s claim is not an HCLC, that establishes the law of the case for all subsequent proceedings on remand, so a second motion to dismiss and interlocutory appeal are available only if the defendant’s arguments for dismissal fall within one of the narrow exceptions to the law of the case doctrine [Shiloh Treatment Ctr., Inc. v. Ward, 608 S.W.3d 337 (Tex. App.—Houston [1st Dist.] 2020, pet. denied)]. See Ch. 321, *Medical Mal-*

practice, § 321.15[7].

Medical Malpractice; Health Care Liability Claim. Claim by a patient who tripped on a rug in a psychiatrist’s waiting room was not a safety-related HCLC under the *Ross* factors because it did not implicate the psychiatrist’s duties as a health care provider [Valdes v. Shields, 607 S.W.3d 900 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 321, *Medical Malpractice*, § 321.02[2].

Medical Malpractice; Health Care Liability Claim. When the claimant was a mere visitor not a patient of a medical facility, and slip and fall occurred in a dining room due to urine that apparently leaked from a patient’s catheter bag, the claim was not a safety-related HCLC under the *Ross* factors [S. Place SNF, LP v. Hudson, 606 S.W.3d 829 (Tex. App.—Tyler 2020, pet. denied)]. See Ch. 321, *Medical Malpractice*, § 321.02[2].

Proportionate Responsibility; Third Parties. The trial court properly struck the designation of two potentially responsible third parties because the defendant produced no evidence that any act or omission by those designees was a substantial factor in causing the multi-vehicle accident or the resulting injuries [Gregory v. Chohan, 615 S.W.3d 277 (Tex. App.—Dallas 2020, pet. filed)]. See Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[2][a].

Defamation; Citizens Participation Act; Commercial Activity Ex-

ception. A hospital that files a lien claim under Property Code Chapter 55 makes that claim in its capacity as a seller of healthcare services, so the commercial activity exception to the TCPA applies [Round Table Physicians Grp., PLLC v. Medina, 609 S.W.3d 299 (Tex. App.—Houston [14th Dist.] 2020, pet. denied); Round Table Physicians Grp., PLLC v. Kilgore, 607 S.W.3d 878 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[2][a].

Defamation; Citizens Participation Act; Covered Legal Actions. An injunction is merely a potential remedy on one or more underlying claims, so a separate request for injunctive relief is not itself a covered “legal action;” instead, any TCPA motion should be addressed to the underlying cause of action, not any particular form of relief sought [Cavin v. Abbott, 613 S.W.3d 168 (Tex. App.—Austin 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[3][a].

Defamation; Citizens Participation Act; Right of Association. The “common interest” necessary to show that the right of association is implicated must be a communal or public interest at large, so that an interest that is private because it is essentially shared only between the communicating parties is insufficient [Segundo Navarro Drilling, Ltd. v. San Roman Ranch Mineral Partners, Ltd., 612 S.W.3d 489 (Tex. App.—San Antonio 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[3][c].

Defamation; Citizens Participation Act; Political Protest. Symbolic speech and expressive conduct in the context of a political protest constitutes “speech” under the First Amendment and the TCPA, but pouring water on the speaker at a press conference is a physical assault and is not “speech” even if the perpetrator had an intent to communicate [Sanchez v. Striever, 614 S.W.3d 233 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 333, *Libel and Slander*, § 333.42[3][c].

Defamation; Citizens Participation Act; Waiver. In an action between parties to a contract, their agreement may limit or waive one or more or more of the constitutional rights that are safeguarded by the TCPA; however, any such limitation or waiver is a merits issue on the substance of the claims, and does not act as a bar to filing a TCPA motion [Mesquite Servs., LLC v. Standard E&S, LLC, 610 S.W.3d 548 (Tex. App.—Amarillo 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[3][c].

Defamation; Citizens Participation Act; Interlocutory Appeal. Any merits determination that the trial court made in conjunction with the decision on the TCPA motion is not within the scope of an interlocutory appeal [Round Table Physicians Grp., PLLC v. Kilgore, 607 S.W.3d 878 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[8][c].

Fraud; Liability Theories. In the

absence of recognition by the Texas legislature or supreme court, a common law cause of action for aiding and abetting fraud does not exist in Texas [Hampton v. Equity Tr. Co., 607 S.W.3d 1 (Tex. App.—Austin 2020, pet. denied)]. See Ch. 336, *Fraud*, § 336.06[2].

Real Estate Litigation

Restrictive Covenants; Enforcement. A homeowner’s claim of selective enforcement of covenants was sufficient to preserve the issue of whether an HOA’s actions were “arbitrary, capricious, or discriminatory” under Tex. Prop. Code § 202.004(a), so the court of appeals erred in concluding that the failure to cite the statute itself or quote the applicable standard waived the issue [Li v. Pemberton Park Cmty. Ass’n, 65 Tex. Sup. Ct. J. 9, 2021 Tex. LEXIS 931 (Tex. 2021) (per curiam)]. See Ch. 285, *Restrictions*, § 285.02[9].

Restrictive Covenants; Private Transfer Fees. Though a private transfer fee recipient filed the original notice required by Tex. Prop. Code § 5.203(a), it failed to renew it within three years as required by Tex. Prop. Code § 5.203(d), so that failure voided the private transfer fee provision and the seller of property was not obliged to pay it [Covenant Clearinghouse, LLC v. Kush & Krishna, LLC, 607 S.W.3d 855 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 285, *Restrictions*, § 285.07.

Deeds; Delivery Requirement. When deeds were found among the

possessions of the deceased grantee, a presumption of delivery arose, and because there was no evidence as to how or when they came into the grantee’s possession, the presumption was not rebutted [Wheatley v. Farley, 610 S.W.3d 511 (Tex. App.—El Paso 2020, pet. denied)]. See Ch. 254, *Deeds and Conveyances*, § 254.03[5].

Landlords and Tenants; Eviction Notice. Regardless of how much notice to the tenant is required before commencing an eviction action, compliance with the applicable notice period is not a jurisdictional prerequisite, so the failure to provide any notice or the giving of inadequate notice does not deprive the justice court or the county court of subject matter jurisdiction [Alanis v. Wells Fargo Bank Nat’l Ass’n, 616 S.W.3d 1 (Tex. App.—San Antonio 2020, pet. denied)]. See Ch. 282, *Landlord and Tenant*, § 282.120[1].

Security Interests; Homestead Rights. When wrongfully acquired funds are used to purchase residential real property, no homestead rights can attach to that property and foreclosure is not barred despite any claim to homestead status [Deluxe Barber Sch., LLC v. Nwakor, 609 S.W.3d 282 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 255, *Real Property Security Interests*, § 255.06[2].

Real Property Taxes; Exhaustion. If a protest over the alleged failure to provide or deliver any notice is unsuccessful, the appraisal review board need not and should not

resolve any underlying protest because the taxpayer has not exhausted administrative remedies as to that issue, so the trial court's subject matter jurisdiction on judicial review is limited to the notice protest [Fort Bend Cent. Appraisal Dist. v. McGee Chapel Baptist Church, 611 S.W.3d 443 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 260, *Real Property Tax Suits*, § 260.04[2][b].

Real Property Taxes; Delinquency Date. When the tax bills for years 2010–2013 were not mailed until May and June of 2014 because the property was erroneously omitted from the tax roll, Tex. Tax Code § 31.04(a–1) postponed the delinquency date for all taxes sought until February 1, 2015, regardless of whether the property was listed on the tax roll of other taxing units [SPX Corp. v. Altinger, 614 S.W.3d 362 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 260, *Real Property Tax Suits*, § 260.02[3].

Real Property Taxes; Motion to Correct Appraisal Roll. The proper timing of a motion to challenge the appraised market value of property for multiple years is measured from the date that the taxes would have become delinquent in each of the prior years for which the correction is sought, even if the owner made all payments so that the taxes never became delinquent at all in any such year [Harris Cty. Appraisal Dist. v. IQ Life Scis. Corp., 612 S.W.3d 93 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 260,

Real Property Tax Suits, § 260.04[1][a].

Real Property Taxes; Timing of Protest. If a protest is filed alleging lack of notice for multiple tax years, but the tax records show that the owner paid the precise amount of taxes due in each of those prior years so that the taxes never became delinquent, notice is conclusively established and the protest is untimely [Harris Cty. Appraisal Dist. v. IQ Life Scis. Corp., 612 S.W.3d 93 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 260, *Real Property Tax Suits*, § 260.04[2][b].

Family Law

Conservatorship. The Texas Supreme Court has approved “as agreed” visitation orders in the narrow circumstance where such a severe restriction is necessary to protect the child’s best interest. When faced with a case involving extreme circumstances, a trial court may give the managing conservator the sole discretion to decide whether and when visitation will take place [In Interest of J.J.R.S., 627 S.W.3d 211, 218–224 (Tex. 2021)]. See Ch. 371, *Conservatorship*, § 371.08[1].

Termination of Parental Rights. The Texas Supreme Court has held that the mere fact of a conviction will not support termination. Nor does a crime become conclusive evidence of endangering conduct because it results in incarceration. But a parent’s criminal history—taking into account the nature of the crimes, the duration of incarceration, and whether a pat-

tern of escalating, repeated convictions exists—is relevant and can support a finding of endangerment [In Interest of J.F.-G., 627 S.W.3d 304, 312–315 (Tex. 2021)]. See Ch. 381, *Termination of Parent-Child Relationship*, § 381.02[4][b][v].

Administrative Agencies

Agency Jurisdiction to Decide Common Law Negligence Case.

This release discusses *In re Centerpoint Energy Houston Elec., LLC*, 629 S.W.3d 149, 164 (Tex. 2021), in which the Texas Supreme Court held that the PUC lacked jurisdiction to decide common law negligence case involving a wrongful death allegedly caused by incorrect electrical fuses. See Ch. 420, *Introduction to Administrative Agencies*, § 420.01[3].

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<input type="checkbox"/>	150-139 thru 150-146.1	150-139 thru 150-146.1
<input type="checkbox"/>	151-19 thru 151-29	151-19 thru 151-27
<input type="checkbox"/>	151-55 thru 151-58.1	151-55 thru 151-58.1
<input type="checkbox"/>	151-81	151-81
<input type="checkbox"/>	151-110.1 thru 151-113	151-111 thru 151-113
<input type="checkbox"/>	153-45	153-45 thru 153-46.1

VOLUME 11

Revision

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	160A-13	160A-13 thru 160A-14.1
<input type="checkbox"/>	160A-48.1 thru 160A-51.	160A-49 thru 160A-52.1
<input type="checkbox"/>	165-7.	165-7
<input type="checkbox"/>	165-19 thru 165-20.1	165-19 thru 165-20.1
<input type="checkbox"/>	171-46.1	171-46.1 thru 171-46.2(1)

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	181-55	181-55 thru 181-56.1
<input type="checkbox"/>	181-87 thru 181-93	181-87 thru 181-93
<input type="checkbox"/>	182-21 thru 182-22.1	182-21 thru 182-22.1

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	200-49	200-49 thru 200-50.1
<input type="checkbox"/>	200-58.3 thru 200-58.5	200-58.3 thru 200-58.5
<input type="checkbox"/>	200-72.3	200-72.3
<input type="checkbox"/>	200B-55	200B-55 thru 200B-56.1
<input type="checkbox"/>	201-5 thru 201-11	201-5 thru 201-12.1
<input type="checkbox"/>	201-45 thru 201-47	201-45 thru 201-47
<input type="checkbox"/>	203-37	203-37 thru 203-38.1
<input type="checkbox"/>	203-59 thru 203-60.1	203-59 thru 203-60.1
<input type="checkbox"/>	203-86.1 thru 203-87	203-87 thru 203-88.1
<input type="checkbox"/>	203-98.13 thru 203-98.39	203-98.13 thru 203-98.41
<input type="checkbox"/>	203-147 thru 203-151	203-147 thru 203-151
<input type="checkbox"/>	203A-5 thru 203A-6.1	203A-5 thru 203A-6.1
<input type="checkbox"/>	203A-25 thru 203A-26.1	203A-25 thru 203A-26.1
<input type="checkbox"/>	203A-37 thru 203A-38.1	203A-37 thru 203A-38.1
<input type="checkbox"/>	203A-69 thru 203A-75	203A-69 thru 203A-76.1
<input type="checkbox"/>	203A-95 thru 203A-96.1	203A-95 thru 203A-96.1
<input type="checkbox"/>	203A-173.	203A-173 thru 203A-174.1
<input type="checkbox"/>	203A-184.19	203A-184.19
<input type="checkbox"/>	203A-203 thru 203A-205	203A-203 thru 203A-206.1
<input type="checkbox"/>	203A-221.	203A-221 thru 203A-222.1
<input type="checkbox"/>	203A-243 thru 203A-244.1	203A-243 thru 203A-244.1
<input type="checkbox"/>	203A-252.1 thru 203A-254.1	203A-253 thru 203A-254.1

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

VOLUME 14

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	210-75	210-75
<input type="checkbox"/>	210-105	210-105 thru 210-106.1
<input type="checkbox"/>	210A-127 thru 210A-128.1	210A-127 thru 210A-128.1
<input type="checkbox"/>	210A-140.1 thru 210A-140.5.	210A-140.1 thru 210A-140.6(5)
<input type="checkbox"/>	213-11	213-11 thru 213-12.1
<input type="checkbox"/>	216-39	216-39
<input type="checkbox"/>	217-59 thru 217-69	217-59 thru 217-69
<input type="checkbox"/>	217-107	217-107
<input type="checkbox"/>	220-51	220-51 thru 220-52.1
<input type="checkbox"/>	220-117 thru 220-119	220-117 thru 220-120.1
<input type="checkbox"/>	221-13	221-13 thru 221-14.1
<input type="checkbox"/>	221-62.1 thru 221-63	221-63 thru 221-64.1

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	231-23 thru 231-27	231-23 thru 231-28.1
<input type="checkbox"/>	234-95	234-95

VOLUME 16

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	236-73	236-73 thru 236-74.1
<input type="checkbox"/>	240-23 thru 240-24.1	240-23 thru 240-24.1
<input type="checkbox"/>	240-49 thru 240-50.1	240-49 thru 240-50.1
<input type="checkbox"/>	242-3.	242-3 thru 242-4.1
<input type="checkbox"/>	242-33 thru 242-34.3	242-33 thru 242-34.3

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	253-51	253-51 thru 253-52.1
<input type="checkbox"/>	254-27 thru 254-28.2(1).	254-27 thru 254-28.2(2)(a)

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	255-51	255-51 thru 255-52.1
<input type="checkbox"/>	260-8.1 thru 260-33	260-9 thru 260-34.1
<input type="checkbox"/>	260-44.1 thru 260-47	260-45 thru 260-48.9
<input type="checkbox"/>	260-83 thru 260-91	260-83 thru 260-92.1
<input type="checkbox"/>	260-94.8(1) thru 260-94.23.	260-94.9 thru 260-94.24(7)
<input type="checkbox"/>	260-94.36(3)	260-94.36(3)
<input type="checkbox"/>	260-94.45.	260-94.45 thru 260-94.46(1)
<input type="checkbox"/>	260-94.55 thru 260-96.1	260-95 thru 260-96.2(9)

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	282-131	282-131 thru 282-132.1
<input type="checkbox"/>	285-26.1 thru 285-26.2(1)	285-26.1 thru 285-26.2(1)
<input type="checkbox"/>	285-46.21 thru 285-46.23	285-46.21 thru 285-46.25

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	291-19	291-19 thru 291-20.1
<input type="checkbox"/>	292-21 thru 292-23	292-21 thru 292-24.1
<input type="checkbox"/>	293-13	293-13 thru 293-14.1
<input type="checkbox"/>	293-59	293-59 thru 293-60.1
<input type="checkbox"/>	293-127 thru 293-128.3	293-127 thru 293-128.3

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	320-63	320-63 thru 320-64.1
<input type="checkbox"/>	321-29 thru 321-30.6(7)	321-29 thru 321-30.6(7)
<input type="checkbox"/>	321-104.18(5).	321-104.18(5)
<input type="checkbox"/>	321-104.35 thru 321-104.37	321-104.35 thru 321-104.37
<input type="checkbox"/>	322-32.1 thru 322-38.3	322-33 thru 322-38.4(1)
<input type="checkbox"/>	322-54.17.	322-54.17 thru 322-54.18(1)
<input type="checkbox"/>	333-97 thru 333-108.1.	333-97 thru 333-108.2(1)
<input type="checkbox"/>	333-108.17 thru 333-108.26(1)	333-108.17 thru 333-108.26(1)
<input type="checkbox"/>	336-38.1 thru 336-38.3	336-38.1 thru 336-38.3

Check
As
Done

Remove Old
Pages Numbered

Insert New
Pages Numbered

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-27	340-27 thru 340-28.1
<input type="checkbox"/>	350-49	350-49
<input type="checkbox"/>	351-91	351-91

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	362-102.7 thru 362-102.9	362-102.7 thru 362-102.9
<input type="checkbox"/>	371-49 thru 371-50.7	371-49 thru 371-50.7
<input type="checkbox"/>	371A-7.	371A-7 thru 371A-8.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	372-151	372-151
<input type="checkbox"/>	381-21 thru 381-26.1	381-21 thru 381-26.1

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	390-1 thru 390-23.	390-1 thru 390-21
<input type="checkbox"/>	391-1 thru 391-61.	391-1 thru 391-69
<input type="checkbox"/>	392-1.	392-1
<input type="checkbox"/>	392-11 thru 392-104.1.	392-11 thru 392-104.1
<input type="checkbox"/>	392-111 thru 392-177	392-111 thru 392-173
<input type="checkbox"/>	393-1 thru 393-101	393-1 thru 393-93
<input type="checkbox"/>	394-1 thru 394-32.1	394-1 thru 394-32.3
<input type="checkbox"/>	394-39 thru 394-107.	394-39 thru 394-105
<input type="checkbox"/>	400-1 thru 400-131	400-1 thru 400-119
<input type="checkbox"/>	401-1 thru 401-49.	401-1 thru 401-43
<input type="checkbox"/>	402-1 thru 402-43.	402-1 thru 402-39
<input type="checkbox"/>	410-1 thru 410-155	410-1 thru 410-151
<input type="checkbox"/>	411-1 thru 411-125	411-1 thru 411-111

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	415-1 thru 415-87	415-1 thru 415-91

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	420-1 thru 420-13	420-1 thru 420-13
<input type="checkbox"/>	423-7 thru 423-13	423-7 thru 423-14.1
<input type="checkbox"/>	424-5 thru 424-6.1	424-5 thru 424-6.1
<input type="checkbox"/>	424-15 thru 424-16.1	424-15 thru 424-16.1

VOLUME 26

Revision

<input type="checkbox"/>	I-471	I-471 thru I-472.1
<input type="checkbox"/>	I-679 thru I-687	I-679 thru I-688.1
<input type="checkbox"/>	I-919 thru I-933	I-919 thru I-934.1
<input type="checkbox"/>	I-983	I-983 thru I-984.1
<input type="checkbox"/>	I-1005 thru I-1007	I-1005 thru I-1008.1

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