

**PUBLICATION UPDATE**

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# Dorsaneo, Texas Litigation Guide

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Publication 719    Release 120    March 2016

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**HIGHLIGHTS**

- **Declaratory Judgment.** The Texas Supreme Court has held that a boundary dispute between municipalities is a political question not subject to declaratory judgment. See Ch. 45.
- **Relationship Privacy Act.** Ch. 335A, *Privacy: Statutory Rights and Remedies*, has been revised to include Chapter 98B of the Civil Practices and Remedies Code, which is also known as the Relationship Privacy Act.
- **Real Estate License Act.** Ch. 253, *Agents and Brokers*, has been revised to include the changes made to the Real Estate License Act by the legislature in S.B. 699 that became effective on Jan. 1, 2016.

This release updates *Texas Litigation Guide* with recent 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**

**Bare Request for Attorney’s Fees Insufficient.** In *Compass Bank v. Nacim*, 459 S.W.3d 95, 112–113 (Tex. App.—El Paso 2015, no pet.), the court of appeal held that a general prayer for relief will not always support an award of attorney’s fees; pleading should state the legal basis or the facts upon which the attorney’s fee claim is premised. See Ch. 11, *Plaintiff’s Original Petition*, § 11.02[7][b].

**Persons Subject to Sanctions.** In *Bennett v. Grant*, 460 S.W.3d 220, 257 (Tex. App.—Austin 2015, pet. filed), the court of appeal held that sanctions may be awarded against a client who provided the factual basis for a groundless claim. See Ch. 14, *Sanctions for Improper Pleading*, § 14.03[2].

**Agreement to Arbitrate May be Incorporated by Reference.** In *LDF Constr., Inc. v. Tex. Friends of Chabad Lubavitch, Inc.*, 459 S.W.3d 720, 728–729 (Tex.

App.—Houston [14th Dist.] 2015, no pet.), the court of appeal held that a valid agreement to arbitrate exists when a signed contract incorporates by reference another document containing the arbitration clause, even when the document containing the arbitration agreement is unsigned and is not attached to the signed contract. See Ch. 44, *Arbitration*, § 44.02[1][c].

**Declaratory Judgment Action May Not Determine Political Question.** In *City of Ingleside v. City of Corpus Christi*, 469 S.W.3d 589, 591–92, 2015 Tex. LEXIS 685, \*\*5–7 (Tex. July 24, 2015), the Texas Supreme Court held that a court may interpret relevant boundary ordinances, as opposed to selecting an appropriate boundary line, which is considered a nonjusticiable political question. See Ch. 45, *Declaratory Relief*, § 45.04[4].

**Equitable Remedies.** Ch. 55, *Constructive Trusts*, has been updated to include *KCM Fin. LLC v. Bradshaw*, 457 S.W.3d 70, 87 (Tex. 2015), discussing the elements of the constructive trust remedy (see Ch. 55, *Constructive Trusts*, §§ 55.01[1], 55.02[1], 55.03[1]).

**Special Appearance.** In *Global Paragon Dallas, LLC v. SBM Realty*, 448 S.W.3d 607, 613 (Tex. App.—Houston [14th Dist.] 2014, no pet.), the Fourteenth Court of Appeals ruled that a party that files a motion for new trial makes a general appearance by acknowledging the court’s jurisdiction; this case has been added to Ch. 60, *Special Appearance*, § 60.01[2].

**Limitations.** In *Cosgrove v. Cade*, 468 S.W.3d 32, 36–37 (Tex. 2015), the Texas Supreme Court held that the discovery rule has no application in cases involving a plainly evident omission on an unambiguous deed’s face; this point has been added to Ch. 72, *Limitation of Actions*, § 72.03[3][c].

**Discovery of Net Worth for Exemplary Damages.** The discussion of discovery of the defendant’s net worth in cases involving exemplary damages has been updated following from 2015 legislative changes [Tex. Civ. Prac. & Rem. Code § 41.0115(a), 41.0116 (Acts 2015, 84th Leg. Ch. 1159 (S.B. 735, § 2, eff. Sept. 1, 2015)]. See Ch. 90, *Discovery: Scope and Limitations*, § 90.02[6].

**Electronic Discovery.** Ch. 99, *Electronic Discovery*, has been updated to include *In re VERP Inv., LLC*, 457 S.W.3d 255, 261 (Tex. App.—Dallas 2015, orig. proceeding), in which the Dallas Court of Appeals discussed the procedure to be employed when a party seeks access to an opponent’s computer hard drives (see § 99.22[3][a]).

**Default Judgment.** In *Katy Venture, Ltd v. Cremona Bistro Corp.*, 469 S.W.3d 160, 163 (Tex. 2015), the Texas Supreme Court discussed the extent to which a plaintiff, by giving the court the wrong “last known mailing address” for the defaulting party, may make the judgment subject to an equitable bill of review; this case has been added to Ch. 100, *Default Judgment*, §§ 100.02[3], 100.102[1].

**Jury Trial.** In *Unit 82 Joint Venture v. Int’l Commercial Bank of China*, 460 S.W.3d 616, 623 (Tex. App.—El Paso 2014, pet. denied), the El Paso Court of Appeals reaffirmed the rule that the right to trial by jury does not extend to receivership proceedings; this case has been added to Ch. 113, *Trial Settings and Continuances*, § 113.03[1][b].

**Electronic Appellate Filing.** Coverage of electronic filing through eFileTexas.gov under Tex. R. App. P. 9.2 has been updated throughout the appellate chapters. See Ch. 150, *Appellate Proceedings in Court of Appeals*, § 150.03.

**Mandamus.** In *In re Williams*, 58 Tex. Sup.Ct. J. 1564 (Tex. 2015), the Texas Supreme Court granted mandamus to correct the ballot language on a referendum calling for repeal of Houston’s equal rights ordinance, holding that the imminence of the election placed the case in the narrow class of cases in which the parties were not required to seek mandamus first in the court of appeals; this case has been added to Ch. 152, *Original Proceedings in Court of Appeals and Supreme Court*, §§ 152.02[1][a], 152.03[1][c].

**Requirements for New Trial Orders.** Based on *Columbia* and *United Scaffolding*, the Texas Supreme Court recapitulated the detailed requirements for new trial orders in cases tried to verdict and judgment by juries [*In re Toyota Motor Sales U.S.A., Inc.* 407 S.W.3d 746, 758–761 (Tex. 2013)]. See Ch. 152, *Original Proceedings in Court of Appeals and Supreme Court*, § 152.03[1][b].

## **Business and Commercial Litigation**

**Derivative Suit Involving Closely Held Corporation.** In *Sneed v. Webre*, 465 S.W.3d 169, 190–193 (Tex. 2015), the Texas Supreme Court concluded that the legislature has provided for double-derivative suits when the shareholder of a closely held parent corporation asserts double-derivative standing to assert a cause of action on behalf of a wholly-owned subsidiary. Standing to assert a derivative action on behalf of a wholly-owned subsidiary requires standing to assert a derivative action on behalf of the parent corporation. See Ch. 162, *Derivative Proceedings*, § 162.02[1][a].

**Investment Contracts Under Texas Securities Act.** The Texas Supreme Court has held in *Life Partners, Inc. v. Arnold*, 464 S.W.3d 660, 663, 668, 681–683 (Tex. 2015), that a “life settlement agreement” or

“viatical settlement agreement” is an “investment contract” and thus a security under the TSA, because they constitute transactions through which a person pays money to participate in a common enterprise with the expectation of receiving profits under circumstances in which the enterprise’s failure or success and the person’s realization of the expected profits is at least predominantly due to the entrepreneurial or managerial efforts of others. See Ch. 171, *Securities Fraud*, § 171.03[1][a][iii].

**Statements of Opinion in Registration Statements.** In *Omnicare, Inc. v. Laborers District Council Construction Industry Pension Fund*, 575 U.S. \_\_\_, 135 S. Ct. 1318, 1326–1327, 191 L. Ed. 2d 253 (2015), the U.S. Supreme Court made clear that statements of opinion in registration statements are not entirely immune from liability. Every such statement explicitly affirms one fact, *i.e.*, that the speaker actually holds the stated belief. A statement of opinion qualifies as an untrue statement of fact if that fact is untrue, *i.e.*, if the expressed opinion was not sincerely held. Opinion statements can also give rise to false statement liability when they contain embedded statements of untrue facts. See Ch. 171, *Securities Fraud*, § 171.05[1][a].

**Trademark Infringement: Acquiescence Defense.** The Fifth Circuit has made clear in *Pennzoil-Quaker v. Miller Oil and Gas Operations*, 779 F.3d 290, 296 (5th Cir. [Tex.] 2015), that the “undue prejudice,” which is required to establish an acquiescence defense means that the defendant has taken steps, such as making significant investment decisions or building a large part of its business based on the reasonable assumption that it had permission to use the plaintiff’s mark, and that this investment or capital would be lost if the defendant could no longer use the mark. It is not enough that the defendant will bear

costs in removing the infringing mark that it has been using. See Ch. 200, *Trade-marks*, § 200.75[3].

## Employment Litigation

**Employer’s Challenge to Affordable Care Act.** In *Hotze v. Burwell*, 784 F.3d 984, 996–1000 (5th Cir. [Tex.] 2015), the Fifth Circuit held that an employer’s action alleging that the ACA’s employer mandate was enacted in violation of the Origination Clause constituted a suit for the purpose of restraining the assessment or collection of tax, and therefore was barred by the Anti-Injunction Act’s prohibition against suit to restrain the assessment or collection of tax. The ACA explicitly indicated that the employer-mandate exaction was a “tax.” See Ch. 203, *Employer-Employee Relations*, § 203.29.

**Employer’s Premises Liability.** The Texas Supreme Court held in *Austin v. Kroger Texas, L.P.*, 465 S.W.3d 193, 216 (Tex. 2015), that an employee generally cannot recover against an employer for an injury caused by a premises defect of which the employee was fully aware but that the employee’s job duties required the employee to remedy. See Ch. 203, *Employer-Employee Relations*, § 203.31[4].

**Family Medical Leave Act: Sovereign Immunity.** The Fifth Circuit has clarified in *Bryant v. Dept. of Aging and Disability Services*, 781 F.3d 764, 769 (5th Cir. [Tex.] 2015), that, while Congress has validly abrogated states’ sovereign immunity with respect to the FMLA’s *family*-care provision, it has not done so, with respect to the FMLA’s *self*-care provision; therefore, states may still assert Eleventh Amendment immunity defense claims based on that provision. See Ch. 203, *Employer-Employee Relations*, § 203.35[2][c].

**Pregnancy Discrimination.** The U.S. Supreme Court held in *Young v. UPS*, 575

U.S. \_\_\_, 135 S. Ct. 1338, 1353, 191 L. Ed. 2d 279 (2015), that a pregnant employee who is claiming pregnancy discrimination in violation of the Pregnancy Discrimination Act (PDA) and the Americans with Disabilities Act (ADA), and who seeks to show disparate treatment through indirect evidence may do so through application of the *McDonnell Douglas* framework applicable to Title VII discriminatory treatment cases. See Ch. 203A, *Employment Litigation*, § 203A.11[1][c].

**Gender Stereotyping.** In a sex discrimination case, a plaintiff can satisfy Title VII’s because-of-sex requirement with evidence of the plaintiff’s perceived failure to conform to traditional gender stereotypes. See Ch. 203A, *Employment Litigation*, § 203A.11[1][d].

**Religious Discrimination.** The U.S. Supreme Court held in *E.E.O.C. v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. \_\_\_, 135 S. Ct. 2028, 2031–2032, 192 L. Ed. 2d 35 (2015), that Title VII prohibits a prospective employer from refusing to hire an applicant in order to avoid accommodating a religious practice that it could accommodate without undue hardship. An individual’s actual religious practice may not be a motivating factor in failing to hire, refusing to hire, and so on. An employer’s neutral policy, *e.g.*, a no headware policy for its employees, must give way to a need for a religious accommodation, *e.g.*, a female employee’s need to wear a headscarf as part of her religious obligations. See Ch. 203A, *Employment Litigation*, § 203A.14.

**EEOC’s Attempt at Conciliation.** In *Mach Mining, LLC v. E.E.O.C.*, 575 U.S. \_\_\_, 135 S. Ct. 1645, 1651, 191 L. Ed. 2d 607 (2015), the U.S. Supreme Court held that only if the EEOC is unable to secure an acceptable conciliation agreement, *i.e.*, only if its attempt to conciliate has failed,

may a claim against the employer go forward. See Ch. 203A, *Employment Litigation*, § 203A.23[6].

**Veterans' Employment Preference.** A private employer may adopt a policy under which the employer may give preference in employment decisions regarding hiring, promotion, or retention to a veteran over another qualified applicant or employee [see Tex. Lab. Code § 23.001 et seq.]. An individual who qualifies for a veteran's employment preference is entitled to a preference in employment with or appointment to a state agency over other applicants for the same position who do not have a greater qualification [see Tex. Gov't Code § 657.001 et seq.]. See Ch. 203A, *Employment Litigation*, § 203A.42.

**Termination of Employment for Falsification of Military Record.** An employer may discharge an employee when the employer determines, based on a reasonable factual basis, that the employee, in obtaining his or her employment or any benefit relating to that employment, falsified or otherwise misrepresented any information regarding the employee's military record [see Tex. Lab. Code § 105.001 et seq.]. See Ch. 203A, *Employment Litigation*, § 203A.43.

**Sexual Harassment Protections for Unpaid Interns.** An employer commits an unlawful employment practice when sexual harassment of an unpaid intern occurs, and the employer or its agents or supervisors know or should have known that the conduct constituting sexual harassment was occurring and fail to take immediate and appropriate corrective action [see Tex. Lab. Code § 21.1065]. See Ch. 203A, *Employment Litigation*, § 203A.56[5].

**Retaliation Under TCHRA.** In *San Antonio Water Sys. v. Nicholas*, 461 S.W.3d 131, 138 (Tex. 2015), the Texas Supreme

Court held that when a plaintiff allegedly opposed a discriminatory practice, the relevant conduct does not include conduct that actually occurred, but was unknown to the plaintiff: he only relevant conduct is the conduct of which the plaintiff was aware at the time of filing the complaint. See Ch. 203A, *Employment Litigation*, § 203A.63[1][b].

## Personal Injury Litigation

**Same Sex Marriage Effect.** Ch. 292, *Death Actions*, has been revised to include *Obergefell v. Hodges*, 135 S. Ct. 2584, 192 L. Ed. 2d 609 (2015), which held that every state must issue marriage licenses and recognize the validity of same-sex marriage. A surviving spouse is therefore a statutory beneficiary under the Wrongful Death Act regardless of the individual's sex at birth or later gender identification. See Ch. 292, *Death Actions* § 292.02[2].

**Liability to Spectators.** *Lawson v. City of Diboll*, 58 Tex. Sup. Ct. J. 1664 (Tex. 2015) (per curiam) (which applied the recent decision in *University of Tex. at Arlington v. Williams*, 459 S.W.3d 48 (Tex. 2015) held that a spectator at a youth softball game is not engaged in "recreation" under the recreational use statute. See Ch. 310, *Premises Liability*, § 310.04[3].

**Property Liability.** *Rosa v. Mestena Operating, LLC*, 461 S.W.3d 181 (Tex. App.—San Antonio 2014, pet. filed), which held that a property owner need not have entered into a contract to repair or renovate an improvement to the property in order to claim the liability protections of Property Code Chapter 95. See Ch. 310, *Premises Liability*, § 310.02[3][d].

**Professional Malpractice.** *CTL/Thompson Texas, LLC v. Starwood Homeowner's Ass'n*, 461 S.W.3d 627 (Tex. App.—Fort Worth 2015, pet. filed), and

*TIC N. Cent. Dallas 3, L.L.C. v. Enviro-business, Inc.*, 463 S.W.3d 71 (Tex. App.—Dallas 2014, pet. denied), each of which held that when a plaintiff sues an engineer, architect, or other licensed professional without an accompanying certificate of merit, and the trial court elects to dismiss without prejudice, that is an effective determination that the error may be cured by filing a new action with the required certificate. This approach creates a split of authority with *Bruington Eng'g, Ltd. v. Pedernal Energy, L.L.C.*, 456 S.W.3d 181 (Tex. App.—San Antonio 2014, pet. filed), which held that the initial dismissal must be with prejudice to prevent circumvention of the statutory requirement by filing a second action. See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

**Indemnification Requirements.** *Childress Eng'g Servs. v. Nationwide Mut. Ins. Co.*, 456 S.W.3d 725 (Tex. App.—Fort Worth 2015, no pet.), which held that when an engineer, architect, or other licensed professional has agreed to indemnify another, whether that obligation has been breached is a routine breach of contract claim that does not require a certificate of merit. Ch. 322, *Professional Malpractice* § 322.04[2][d].

**Medical Malpractice Claims.** *Malouf v. State ex rel. Ellis*, 461 S.W.3d 641 (Tex. App.—Austin 2015, pet. filed), which held that when suit is brought against a health care provider under the Texas Medicaid Fraud Prevention Act, neither the state nor an individual relator suing on the state's behalf is a "claimant" under Chapter 74 of the Civil Practices and Remedies Code. See Ch. 321, *Medical Malpractice* § 321.02[8].

**Expert Opinions at Trial.** *Tenet Hosps., Ltd. v. Garcia*, 462 S.W.3d 299 (Tex. App.—El Paso 2015, no pet.), which held that although an expert opinion offered at

trial might be objectionable because it has an improper basis under the rules of evidence, that requirement does not apply to the initial expert report submitted by the claimant. Ch. 321, *Medical Malpractice* § 321.15[1A].

**Negligent Hiring Claims.** *Clark v. PFPP Ltd. P'ship*, 455 S.W.3d 283 (Tex. App.—Dallas 2015, no pet.) held that a claim for negligent hiring, supervision, or retention requires that the harm suffered be actionable in tort, so when the only alleged injury is the subject matter of a contract, the economic loss rule bars recovery. Ch. 290, *Negligence* § 290.30[1][b].

**Discovery Rule and the Internet.** *Velocity Databank, Inc. v. Shell Offshore, Inc.*, 456 S.W.3d 605 (Tex. App.—Houston [1st Dist.] 2014, pet. denied), which held that the doctrine that the discovery rule does not apply to defer limitations when publication of the defamatory statement was made available through the mass media extends to publication on the Internet. Ch. 333, *Libel and Slander* § 333.21[4][b].

**Liability for Ownership of Vehicle.** *Atl. Indus. v. Blair*, 457 S.W.3d 511 (Tex. App.—El Paso 2014, pet. filed), which held that negligent entrustment liability could not be imposed on an employer due to an absence of control because it was undisputed that the vehicle was owned by the employee driver, and the employer merely provided a monthly vehicle allowance and a permanent decal to be placed on the vehicle. Ch. 302, *Liability of Owners and Others* § 302.05.

**Lifetime Income Benefits.** *Dallas Nat'l Ins. Co. v. De La Cruz*, 58 Tex. Sup. Ct. J. 1584 (Tex. 2015), which held that an award of lifetime income benefits for loss of a body part requires evidence of damage or harm to the physical structure of that part, so a back injury that causes spinal problems

cannot include an award for loss of use of feet in the absence of evidence that the nerve damage itself extended to the feet. Ch. 340, *Workers' Compensation*, § 340.10[5].

### **Property and Real Estate Litigation**

**Eviction of Tenant.** *Yarbrough v. Household Fin. Corp.* III, 455 S.W.3d 277 (Tex. App.—Houston [14th Dist.] 2015, no pet.), which held that when an eviction defendant alleges that the mortgage instrument creating a tenancy at sufferance through foreclosure was forged, that allegation presents a title dispute that prevents justice court jurisdiction over the action. See Ch. 282, *Landlord and Tenant* § 282.41[2].

**Notice by Homeowner's Association.** *Park v. Escalera Ranch Owners' Ass'n*, 457 S.W.3d 571 (Tex. App.—Austin 2015, no pet.), which held that the notice a homeowner's association must provide to an owner under Property Code Section 209.006 before filing suit is mandatory, but not jurisdictional, so the owner must raise the issue by requesting an abatement, and the failure to do so waives any absence of notice. Ch. 285, *Restrictions* § 285.06[3][b].

**Damages and Liquidated Damages.** *Smith v. Davis*, 462 S.W.3d 604 (Tex. App.—Tyler 2015, pet. denied), which held that the exemplary damages statute applies to any recovery of liquidated damages under Property Code Section 5.077, so that the plaintiff's failure to prove actual damages from the failure to provide an annual accounting statement precludes an award of liquidated damages. Ch. 252, *Real Estate Sales Contracts* § 252.01[3][b].

**Liens on Property.** *Moore v. Brenham Ready Mix, Inc.*, 463 S.W.3d 109 (Tex. App.—Houston [1st Dist.] 2015, no pet.), which held that: (1) although a lien may

attach to an entire undivided property, when the lien claimant knows it will be divided, enforcement of the lien against any individual lot must be limited to the percentage of the property purchased by the lot owner; and (2) when a subcontractor failed to provide timely notice to the general contractor, its lien claim against the owner was invalid, and whether the contractor had actual knowledge of nonpayment was inconsequential. See Ch. 271, *Mechanic's and Materialmen's Liens* §§ 271.01[8], 271.02[2][e].

**Deadline for Submission of Claims.** *Crockett County v. Klassen Energy, Inc.*, 463 S.W.3d 908 (Tex. App.—El Paso 2015, no pet.), which held that Section 16.005 of the Civil Practices and Remedies Code requiring suit within two years after a road is closed by order of a city or county is a statute of repose, not a statute of limitations, so suit must be brought within that time regardless of when the plaintiff learns of the road closure. Ch. 281, *Easements* § 281.10[2][b].

### **Family Law Proceedings**

**Child Endangerment.** A parent who knowingly allows a child to remain in an environment that endangers the child's well-being may be found to have endangered the child under Family Code Section 161.001(1)(D). The focus under Subsection (D) is not on the responding parent's conduct but rather on the child's living conditions [In re M.C., 352 S.W.3d 563, 568 (Tex. App.—Dallas 2011, no pet.)]. See Ch. 381, *Termination of Parent-Child Relationship*, § 381.03[2][b].

**Limited Mental Capacity of Parent.** Limited mental capacity does not, as a matter of law, negate a parent's ability to neglect his or her child knowingly [In re A.T., 406 S.W.3d 365, 372 (Tex. App.—Dallas 2013, pet. denied)]. See Ch. 381,

Termination of Parent-Child Relationship,  
§ 381.03[2][b].

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Publication 719 Release 120

March 2016

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| <input type="checkbox"/> | Title page. . . . .           | Title page         |
| <input type="checkbox"/> | 90-32.1 thru 90-34.1. . . . . | 90-33 thru 90-34.3 |
| <input type="checkbox"/> | 90-95 thru 90-97 . . . . .    | 90-95 thru 90-98.1 |
| <input type="checkbox"/> | 96-9 . . . . .                | 96-9 thru 96-10.1  |
| <input type="checkbox"/> | 98-35 thru 98-36.1 . . . . .  | 98-35 thru 98-36.1 |
| <input type="checkbox"/> | 99-31 thru 99-32.1 . . . . .  | 99-31 thru 99-32.1 |
| <input type="checkbox"/> | 99-42.1 . . . . .             | 99-42.1            |

## VOLUME 7

### Revision

- |                          |                                  |                        |
|--------------------------|----------------------------------|------------------------|
| <input type="checkbox"/> | Title page. . . . .              | Title page             |
| <input type="checkbox"/> | 100-21 thru 100-25 . . . . .     | 100-21 thru 100-23     |
| <input type="checkbox"/> | 100-87 thru 100-109. . . . .     | 100-87 thru 100-107    |
| <input type="checkbox"/> | 101-40.1 thru 101-40.7 . . . . . | 101-40.1 thru 101-40.7 |
| <input type="checkbox"/> | 102-13 thru 102-18.3 . . . . .   | 102-13 thru 102-18.3   |
| <input type="checkbox"/> | 110-17 thru 110-19 . . . . .     | 110-17 thru 110-19     |
| <input type="checkbox"/> | 110A-50.5 thru 110A-53. . . . .  | 110A-51 thru 110A-54.1 |
| <input type="checkbox"/> | 111-43 thru 111-49 . . . . .     | 111-43 thru 111-49     |
| <input type="checkbox"/> | 113-17 . . . . .                 | 113-17                 |

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As  
Done

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Pages Numbered

Insert New  
Pages Numbered

### VOLUME 8

#### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	120-21 . . . . .	120-21 thru 120-22.1
<input type="checkbox"/>	120A-25 . . . . .	120A-25 thru 120A-26.1
<input type="checkbox"/>	121-21 thru 121-22.1 . . . . .	121-21 thru 121-22.1
<input type="checkbox"/>	121-30.5 thru 121-30.7 . . . . .	121-30.5 thru 121-30.7
<input type="checkbox"/>	123-33 thru 123-34.1 . . . . .	123-33 thru 123-34.1

### VOLUME 9

#### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	131-17 thru 131-18.1 . . . . .	131-17 thru 131-18.1
<input type="checkbox"/>	131-131 thru 131-147 . . . . .	131-131 thru 131-143
<input type="checkbox"/>	133-67 thru 133-71 . . . . .	133-67 thru 133-71
<input type="checkbox"/>	135-9. . . . .	135-9 thru 135-10.1
<input type="checkbox"/>	135-33 . . . . .	135-33

### VOLUME 10

#### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	140-7 thru 140-9 . . . . .	140-7 thru 140-9
<input type="checkbox"/>	140-27 . . . . .	140-27
<input type="checkbox"/>	145-65 . . . . .	145-65
<input type="checkbox"/>	146-7. . . . .	146-7 thru 146-8.1
<input type="checkbox"/>	146-19 thru 146-25 . . . . .	146-19 thru 146-26.1
<input type="checkbox"/>	147-33 thru 147-36.1 . . . . .	147-33 thru 147-36.1
<input type="checkbox"/>	150-29 . . . . .	150-29 thru 150-30.1
<input type="checkbox"/>	150-39 thru 150-47 . . . . .	150-39 thru 150-48.1
<input type="checkbox"/>	150-70.1 thru 150-70.5 . . . . .	150-70.1 thru 150-70.5
<input type="checkbox"/>	151-31 thru 151-35 . . . . .	151-31 thru 151-35
<input type="checkbox"/>	152-9 thru 152-11 . . . . .	152-9 thru 152-11
<input type="checkbox"/>	152-23 thru 152-25 . . . . .	152-23 thru 152-25
<input type="checkbox"/>	152-47 thru 152-55 . . . . .	152-47 thru 152-56.1
<input type="checkbox"/>	152-125 thru 152-131 . . . . .	152-125 thru 152-129
<input type="checkbox"/>	153-22.1 thru 153-29 . . . . .	153-23 thru 153-30.1
<input type="checkbox"/>	153-49 thru 153-50.1 . . . . .	153-49 thru 153-50.1

### VOLUME 11

<b>Check As Done</b>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
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**Revision**

- |                          |                                |                      |
|--------------------------|--------------------------------|----------------------|
| <input type="checkbox"/> | Title page. . . . .            | Title page           |
| <input type="checkbox"/> | 162-7 thru 162-10.1 . . . . .  | 162-7 thru 162-10.1  |
| <input type="checkbox"/> | 162-23 thru 162-30.1 . . . . . | 162-23 thru 162-30.1 |
| <input type="checkbox"/> | 163-5. . . . .                 | 163-5 thru 163-6.1   |
| <input type="checkbox"/> | 171-1. . . . .                 | 171-1 thru 171-2.1   |
| <input type="checkbox"/> | 171-15 thru 171-19 . . . . .   | 171-15 thru 171-20.1 |
| <input type="checkbox"/> | 171-33 . . . . .               | 171-33 thru 171-34.1 |
| <input type="checkbox"/> | 171-73 thru 171-77 . . . . .   | 171-73 thru 171-77   |

**VOLUME 13**

**Revision**

- |                          |                                  |                          |
|--------------------------|----------------------------------|--------------------------|
| <input type="checkbox"/> | Title page. . . . .              | Title page               |
| <input type="checkbox"/> | 200-2.1 thru 200-19 . . . . .    | 200-3 thru 200-20.1      |
| <input type="checkbox"/> | 200-43 . . . . .                 | 200-43                   |
| <input type="checkbox"/> | 200-62.1 thru 200-65 . . . . .   | 200-63 thru 200-66.3     |
| <input type="checkbox"/> | 200-75 thru 200-91 . . . . .     | 200-75 thru 200-92.3     |
| <input type="checkbox"/> | 200-121 thru 200-123 . . . . .   | 200-121 thru 200-123     |
| <input type="checkbox"/> | 203-4.1 thru 203-6.1. . . . .    | 203-5 thru 203-6.3       |
| <input type="checkbox"/> | 203-43 thru 203-51 . . . . .     | 203-43 thru 203-52.1     |
| <input type="checkbox"/> | 203-63 . . . . .                 | 203-63 thru 203-64.1     |
| <input type="checkbox"/> | 203-73 thru 203-92.1 . . . . .   | 203-73 thru 203-92.11    |
| <input type="checkbox"/> | 203-133 thru 203-149 . . . . .   | 203-133 thru 203-151     |
| <input type="checkbox"/> | 203A-1 thru 203A-9. . . . .      | 203A-1 thru 203A-10.1    |
| <input type="checkbox"/> | 203A-25 . . . . .                | 203A-25 thru 203A-26.1   |
| <input type="checkbox"/> | 203A-37 thru 203A-69 . . . . .   | 203A-37 thru 203A-70.3   |
| <input type="checkbox"/> | 203A-79 thru 203A-97 . . . . .   | 203A-79 thru 203A-98.3   |
| <input type="checkbox"/> | 203A-121 thru 203A-125 . . . . . | 203A-121 thru 203A-126.1 |
| <input type="checkbox"/> | 203A-139 thru 203A-145 . . . . . | 203A-139 thru 203A-146.1 |
| <input type="checkbox"/> | 203A-159. . . . .                | 203A-159 thru 203A-160.1 |
| <input type="checkbox"/> | 203A-173 thru 203A-199 . . . . . | 203A-173 thru 203A-200.1 |
| <input type="checkbox"/> | 203A-241 thru 203A-249 . . . . . | 203A-241 thru 203A-250.1 |
| <input type="checkbox"/> | 203A-277. . . . .                | 203A-277 thru 203A-278.1 |
| <input type="checkbox"/> | 203A-301 thru 203A-321 . . . . . | 203A-301 thru 203A-321   |

**VOLUME 14**

**Revision**

- |                          |                                    |                           |
|--------------------------|------------------------------------|---------------------------|
| <input type="checkbox"/> | Title page. . . . .                | Title page                |
| <input type="checkbox"/> | 210A-6.1 thru 210A-9 . . . . .     | 210A-7 thru 210A-10.1     |
| <input type="checkbox"/> | 210A-131 thru 210A-140.3 . . . . . | 210A-131 thru 210A-140.13 |
| <input type="checkbox"/> | 210A-193 thru 210A-195 . . . . .   | 210A-193 thru 210A-195    |
| <input type="checkbox"/> | 220-21 thru 220-22.1 . . . . .     | 220-21 thru 220-22.1      |

<b>Check As Done</b>	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	221-9 thru 221-13 . . . . .	221-9 thru 221-14.1
<input type="checkbox"/>	221-27 thru 221-29 . . . . .	221-27 thru 221-30.1
<input type="checkbox"/>	221-45 . . . . .	221-45 thru 221-46.1
<input type="checkbox"/>	221-56.3 thru 221-59 . . . . .	221-57 thru 221-59
<input type="checkbox"/>	221-141 thru 221-147 . . . . .	221-141 thru 221-147

**VOLUME 15**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	230-21 . . . . .	230-21 thru 230-22.1
<input type="checkbox"/>	231-21 . . . . .	231-21 thru 231-22.1

**VOLUME 16**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	235-55 thru 235-59 . . . . .	235-55 thru 235-59
<input type="checkbox"/>	241-11 thru 241-13 . . . . .	241-11 thru 241-14.1
<input type="checkbox"/>	242-19 thru 242-29 . . . . .	242-19 thru 242-30.1

**VOLUME 17**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	252-19 thru 252-29 . . . . .	252-19 thru 252-30.5
<input type="checkbox"/>	253-1 thru 253-37 . . . . .	253-1 thru 253-38.1
<input type="checkbox"/>	253-47 thru 253-135. . . . .	253-47 thru 253-129
<input type="checkbox"/>	254-31 . . . . .	254-31 thru 254-32.1
<input type="checkbox"/>	255-24.1 thru 255-25 . . . . .	255-25 thru 255-26.1
<input type="checkbox"/>	255-55 . . . . .	255-55 thru 255-56.1
<input type="checkbox"/>	260-94.33 thru 260-94.35 . . . . .	260-94.33 thru 260-94.36(9)
<input type="checkbox"/>	261-28.1 thru 261-30.1 . . . . .	261-29 thru 261-30.1
<input type="checkbox"/>	261-64.1 thru 21-66.1 . . . . .	261-65 thru 261-66.1
<input type="checkbox"/>	261-115 . . . . .	261-115 thru 261-116.1

**VOLUME 18**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	271-19 thru 271-23 . . . . .	271-19 thru 271-24.1
<input type="checkbox"/>	271-31 thru 271-35 . . . . .	271-31 thru 271-36.1
<input type="checkbox"/>	271-56.3 . . . . .	271-56.3

<b>Check As Done</b>	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	281-62.1 thru 281-62.3 . . . . .	281-62.1 thru 281-62.3
<input type="checkbox"/>	282-87 thru 282-89 . . . . .	282-87 thru 282-90.1
<input type="checkbox"/>	283-19 thru 283-20.1 . . . . .	283-19 thru 283-20.1
<input type="checkbox"/>	285-46.11 thru 285-46.16(1) . . . . .	285-46.11 thru 285-46.16(2)(a)

**VOLUME 19**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	290-93 . . . . .	290-93 thru 290-94.1
<input type="checkbox"/>	291-83 thru 291-95 . . . . .	291-83 thru 291-93
<input type="checkbox"/>	292-7 thru 292-17 . . . . .	292-7 thru 292-18.3
<input type="checkbox"/>	293-20.1 . . . . .	293-20.1 thru 293-20.2(1)
<input type="checkbox"/>	293-89 thru 293-90.3 . . . . .	293-89 thru 293-90.3
<input type="checkbox"/>	302-9 thru 302-11 . . . . .	302-9 thru 302-11
<input type="checkbox"/>	302-26.1 thru 302-27 . . . . .	302-27 thru 302-28.1
<input type="checkbox"/>	310-21 thru 310-30.2(1) . . . . .	310-21 thru 310-30.2(1)
<input type="checkbox"/>	310-37 thru 310-39 . . . . .	310-37 thru 310-39

**VOLUME 20**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	321-19 thru 321-25 . . . . .	321-19 thru 321-26.1
<input type="checkbox"/>	321-30.6(3) thru 321-30.7 . . . . .	321-30.7 thru 321-30.8(1)
<input type="checkbox"/>	321-104.8(1) thru 321-104.9 . . . . .	321-104.9 thru 321-104.10(3)
<input type="checkbox"/>	322-54.5 thru 322-54.23 . . . . .	322-54.5 thru 322-54.25
<input type="checkbox"/>	330-6.1 thru 330-7 . . . . .	330-7 thru 330-8.1
<input type="checkbox"/>	332-16.1 thru 332-19 . . . . .	332-17 thru 332-20.1
<input type="checkbox"/>	333-37 . . . . .	333-37 thru 333-38.1
<input type="checkbox"/>	333-51 . . . . .	333-51 thru 333-52.1
<input type="checkbox"/>	333-73 thru 333-74.1 . . . . .	333-73 thru 333-74.1
<input type="checkbox"/>	335A-1 thru 335A-11 . . . . .	335A-1 thru 335A-12.1
<input type="checkbox"/>	335A-23 . . . . .	335A-23
<input type="checkbox"/>	335A-57 thru 335A-63 . . . . .	335A-57 thru 335A-64.5
<input type="checkbox"/>	335A-97 thru 335A-169 . . . . .	335A-97 thru 335A-163

**VOLUME 21**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	340-47 thru 340-49 . . . . .	340-47 thru 340-50.1
<input type="checkbox"/>	340-88.13 thru 340-88.17 . . . . .	340-88.13 thru 340-88.17
<input type="checkbox"/>	343-19 thru 343-20.3 . . . . .	343-19 thru 343-20.3

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*Insert New  
Pages Numbered*

**VOLUME 23**

**Revision**

- Title page. . . . . Title page
- 381-16.1 thru 381-32.1 . . . . . 381-17 thru 381-32.7

**VOLUME 24**

**Revision**

- Title page. . . . . Title page
- 391-53 thru 391-55 . . . . . 391-53 thru 391-55
- 392-91 thru 392-97 . . . . . 392-91 thru 392-98.1
- 392-165 . . . . . 392-165

**VOLUME 25**

**Revision**

- Title page. . . . . Title page
- 420-1 thru 420-11 . . . . . 420-1 thru 420-11

**VOLUME 26**

**Revision**

- Title page. . . . . Title page
- I-1 thru I-23 . . . . . I-1 thru I-23
- I-283 thru I-297. . . . . I-283 thru I-298.1
- I-375 thru I-421. . . . . I-375 thru I-422.1
- I-491 thru I-541. . . . . I-491 thru I-542.1
- I-937 thru I-959. . . . . I-937 thru I-960.1



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