

**PUBLICATION UPDATE**

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# Dorsaneo, Texas Litigation Guide

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Publication 719      Release 121

June 2016

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## HIGHLIGHTS

- **Loss-of-Use Damages.** The Texas Supreme Court held that loss-of-use damages are available for the destruction of personal property, rejecting the rule that these damages were available only when property was injured and repaired. See Ch. 20.
- **Premises Liability.** The Texas Supreme Court determined that a claim against a prior owner for injury from a dangerous condition of the property remains a premises liability claim, and cannot be stated as a simple negligence claim. See Ch. 310.
- **Health Care Claims.** The Texas Supreme Court has held that a slip-and-fall claim in a hospital setting may be brought as a routine premises liability claim when it has no connection to health care other than the fact that the premises at issue is a health care provider. See Ch. 321.

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

**Appellate Fees Recoverable Under Rule 91a.7.** In *Zheng v. Vacation Network, Inc.*, 468 S.W.3d 180, 187–188 (Tex. App.—Houston [14th Dist.] 2015, pet. denied), the court of appeal held that a prevailing party is entitled to recover appellate attorney’s fees under Tex. R. Civ. P. 91a.7. See Ch. 14, *Sanctions*, § 14.04.

**Attorney’s Fees Award Reversed When Not Supported by Evidence of Reasonableness.** In *Gipson-Jelks v. Gipson*, 468 S.W.3d 600, 605–606 (Tex. App.—Houston [14th Dist.] 2015, no pet. h.), the court of appeal held that when attorney’s fees are awarded other than under Tex. Civ. Prac. & Rem. Code § 38.001, the reasonableness of fees must be supported by competent evidence. See Ch. 22, *Attorney’s Fees*, § 22.40[1].

**Jury Determines Attorney’s Fees.** In

*Stern v. Marshall*, 471 S.W.3d 498, 529 (Tex. App.—Houston [1st Dist.] 2015, no pet. h.), the court of appeal held that whether attorney’s fees are reasonable and necessary are fact issues that must be submitted to a jury. See Ch. 22, *Attorney’s Fees*, § 22.40[1].

**Waiver of Objection for Failure to Segregate Fees.** In *Dernick Res., Inc. v. Wilstein*, 471 S.W.3d 468, 491 (Tex. App.—Houston [1st Dist.] 2015, pet. filed), the court of appeal held that parties waive error regarding failure to segregate attorney’s fees by failing to object. See Ch. 22, *Attorney’s Fees*, § 22.41A.

**Purposeful Availment.** In *Solutions, LLC v. Delgado*, 471 S.W.3d 529, 542 (Tex. App.—Houston [1st Dist.] 2015, no pet. h.), the court of appeal held that directing a tort at the forum from afar does not constitute purposeful availment. See Ch. 32, *Personal Jurisdiction and Service on Nonresidents*, § 32.04[2][a][i].

**Service of Process Under Hague Convention.** In *Menon v. Water Splash, Inc.*, 472 S.W.3d 28, 32–34 (Tex. App.—Houston [14th Dist.] 2015, pet. filed), the court of appeal held that service of process by mail is not authorized under the Hague Convention, but must be through a central authority or diplomatic channels. See Ch. 32, *Personal Jurisdiction and Service on Nonresidents*, § 32.10[2][a].

**Role of Arbitrator v. Judge.** In *S.C. Maxwell Family P’ship v. Kent*, 472 S.W.3d 341, 344 (Tex. App.—Houston [1st Dist.] 2015, no pet. h.), the court of appeal held that an arbitration provision is separable from the rest of a contract, such that a challenge to the validity of the entire contract is a question for the arbitrator, while a challenge directed specifically to the arbitration provision may be resolved by a

court. See Ch. 44, *Arbitration*, § 44.07[3][c][ii].

**Counterclaim for Declaratory Relief.** In *BP Oil Pipeline Co. v. Plains Pipeline, L.P.*, 472 S.W.3d 296, 318–319 (Tex. App.—Houston [14th Dist.] 2015, pet. filed), the court of appeal held that if a plaintiff asserts a claim for declaratory relief, a defendant may counterclaim for declaratory relief in its favor on the same subject, even though the counterclaim addresses issues already before the court. See Ch. 45, *Declaratory Relief*, § 45.03.

**Rescission of Contracts.** Ch. 52, *Rescission*, has been updated with of *Ginn v. NCI Bldg. Sys.*, 472 S.W.3d 802, 837 (Tex. App.—Houston [1st Dist.] 2015, no pet. h.), discussing the elements of rescission as an equitable remedy (see § 52.04[1], [6]).

**Discovery.** Ch. *TMX Fin. of Tex. Inc.*, 472 S.W.3d 864, 872 (Tex. App.—Houston [1st Dist.] 2015, orig. proceeding), discussing the use of “apex” depositions of high-ranking corporate officers, and the propriety of mandamus to determine whether the trial court correctly ordered an “apex” deposition, has been added to Ch. 97, *Resisting Discovery* (see §§ 97.13, 97.20[5]).

**Disqualification of Counsel.** In *In re RSR Corp.*, 59 Tex. Sup. Ct. J. 116, 2015 Tex. LEXIS 1079 (Tex. Dec. 4, 2015), the Texas Supreme Court developed the standards for determining whether disqualification of a law firm is required based on the firm’s employment of a person who worked for the opposing side, drawing a distinction between secretaries and paralegals who report directly to lawyers and former employees who disclose confidential information but whose position with the former employer existed independently of litigation and who did not report primarily to lawyers; see Ch. 110A, *Disqualification of Judge or Counsel* (see § 110A.11[1][d],

[5]).

**Judgments.** *Bank of Am., N.A. v. Eisenhauer*, 59 Tex. Sup.Ct. J. 66, 2015 Tex. LEXIS 1005 (Tex. Oct. 30, 2015), stating the proper standard of review for a judgment notwithstanding the verdict, has been added to Ch. 130, *Motions for Judgment* (see § 130.03[8]).

**Issue Preclusion.** *City of San Antonio v. Cortes*, 468 S.W.3d 580, 586 (Tex. App.—San Antonio 2015, pet. filed), holding that union members were in privity with their union for purposes of collateral estoppel, has been added to Ch. 135, *Effects of Prior Adjudication* (see § 135.03[2], [4]).

**Appellate Review.** *Kingsaire, Inc. v. Melendez*, 59 Tex. Sup.Ct. J. 122, 2015 Tex. LEXIS 1083 (Tex. 2015) and *Suarez v. City of Texas City*, 465 S.W.3d 623, 634 (Tex. 2015), applying the “equal inference” rule to sufficiency of the evidence review, have been added to Ch. 146, *Analysis of the Appeal* (see § 146.03[6][e]).

**Proceedings in Court of Appeals.** In *Sloan v. Law Office of Oscar C. Gonzalez, Inc.*, 59 Tex. Sup. Ct. J. 237, 2016 Tex. LEXIS 1 (Tex. Jan. 8, 2016), the Texas Supreme Court reversed a court of appeals’ opinion that failed to comply with Appellate Rule 47.1, requiring a written opinion that addresses every issue raised and necessary to resolution of the appeal; this has been added to Ch. 150, *Appellate Proceedings in Court of Appeals* (see 150.05[5][a]).

**Jurisdiction of Supreme Court.** *Tex. Dep’t of Pub. Safety v. Bonilla*, 59 Tex. Sup. Ct. J. 140, 2015 Tex. LEXIS 1085 (Tex. Dec. 4, 2015) and other cases illustrating the Court’s application of its conflicts jurisdiction have been added to Ch. 151, *Appellate Proceedings in Supreme Court* (see § 151.02[2][a]).

## **Business and Commercial Litigation**

**Attorney’s Fees in Suit for Access to Corporate Records.** In *TX Ear Nose & Throat Consultants v. Jones*, 470 S.W.3d 67, 90–91 (Tex. App.—Houston [14th Dist.] 2015, no pet. h.), the Fourteenth Court held that an award of attorney’s fees to a plaintiff who prevails in an action under Tex. Bus. Orgs. Code § 3.152 to obtain access to a corporation’s records can be made against the corporation, not against individuals responsible for denying access to the records. See Ch. 163, *Examination of Corporate Book and Records*, § 163.05.

**Resolving Conflict in Loan Amount.** In *Tips Family Trust v. PR Commercials*, 459 S.W.3d 147, 151–153 (Tex. App.—Houston [1st Dist.] 2014, no pet. h.), the First Court held that when a loan agreement identified the loan amount with a number in words and a different number in numerals, the written amount controlled; extrinsic evidence could not be considered. See Ch. 230, *Negotiable Instruments*, § 230.03[5].

## **Employment Litigation**

**Arbitration Under Collective Bargaining Agreement.** In *City of San Antonio v. Cortes*, 468 S.W.3d 580, 584–587 (Tex. App.—San Antonio 2015, no pet. h.), the San Antonio Court held that the trial court erred in denying the city’s motion to compel arbitration of a firefighter’s claim regarding health benefits under a collective bargaining agreement because these claims were identical to those already brought by the union with respect to the same agreement, and the firefighter was in privity with the union. See Ch. 202, *Labor Unions*, § 202.03[1][b][ii].

**Tip Credit Under FLSA.** In *Montano v. Montrose Restaurant Associates, Inc.*, 800

F.3d 186, 189–190 (5th Cir. [Tex.] 2015), the Fifth Circuit held that an employer may not legally take a tip credit under the FLSA if an employee is required to share tips with an employee who does not customarily and regularly receive tips. See Ch. 203, *Employer-Employee Relations*, § 203.22[1][e].

**Settlement of FLSA Claim.** In *Bodle v. TXL Mortg. Corp.*, 788 F.3d 159, 164–165 (5th Cir. [Tex.] 2015), the Fifth Circuit clarified that absent supervision by the Department of Labor or scrutiny from a court, settlement of an FLSA claim is prohibited. See Ch. 203, *Employer-Employee Relations*, § 203.22[1][g][iv].

**Liability for Compliance With ADA.** The Fifth Circuit has held in *Burton v. Freescale Semiconductor, Inc.*, 798 F.3d 222, 229 (5th Cir. [Tex.] 2015) that a staffing agency is liable for the discriminatory conduct under the ADA of its joint-employer-client when it participates in the discrimination, or when it knows or should have known of the client’s discrimination but fails to take corrective measures within its control. See Ch. 203A, *Employment Litigation*, § 203A.33[1][b].

**Wellness Program Does Not Violate Genetic Information Nondiscrimination Act.** The Fifth Circuit has held in *Ortiz v. City of San Antonio Fire Dept.*, 806 F.3d 822, 826–827 (5th Cir. [Tex.] 2015), that an employer does not violate the Genetic Information Nondiscrimination Act by requiring its employees to participate in a mandatory wellness program, when the employer does not request, require, or purchase its employees’ genetic information or discriminate against them on the basis of that information. See Ch. 203A, *Employment Litigation*, § 203A.36.

**Workplace Sexual Assault Claim Must Comply With TCHRA.** In *B.C. v. Steak N*

*Shake Operations, Inc.*, 461 S.W.3d 928, 929–930 (Tex. App.—Dallas 2015, no pet. h.), the Dallas court of appeal held that, when the gravamen of the plaintiff’s complaint is unwanted offensive touching committed by the plaintiff’s supervisor, although this conduct may constitute an assault, a common-law assault claim is barred by the TCHRA. See Ch. 203A, *Employment Litigation*, § 203A.56[1].

## Personal Injury Litigation

Chapter 20, *Damages in Tort*, has been revised to include recent cases, including:

- *J&D Towing, LLC v. Am. Alternative Ins. Corp.*, 59 Tex. Sup. Ct. J. 214 (Tex. 2016), which held that loss of use damages are available for the total destruction of personal property. The Court rejected the rule that such damages were available only when personal property was injured and repaired, not when it was destroyed (§ 20.03).
- *Penny v. El Patio, LLC*, 466 S.W.3d 914 (Tex. App.—Austin 2015, pet denied), which reversed an award exemplary damages because joint and several liability for the award was prohibited by Tex. Civ. Prac. & Rem. Code § 41.006 (§ 20.01[2][c]).
- *DZM, Inc. v. Garren*, 467 S.W.3d 700 (Tex. App.—Houston [14th Dist.] 2015, no pet.), which held that an owner’s testimony as to market value of converted property may not be based solely on the owner’s *ipse dixit* (§ 20.03[2]; § 334.02).

Ch. 310, *Premises Liability*, has been revised to include recent cases, including:

- *Occidental Chem. Corp. v. Jenkins*, 59 Tex. Sup. Ct. J. 196 (Tex.

2016), which held that any claim against a prior owner for injury from a dangerous condition of the property remains a premises liability claim, and cannot be stated as a simple negligence claim, regardless of the prior owner's role in creating the condition (§ 310.02[1], [6]).

- *Duncan v. First Tex. Homes & First Tex. Homes, Inc.*, 464 S.W.3d 8 (Tex. App.—Fort Worth 2015, pet. filed), which held that when a condition of the property violates applicable safety standards, that is some evidence that the condition poses an unreasonable risk of harm (§ 310.05[2]).

Ch. 321, *Medical Malpractice*, has been revised to include recent cases, including:

- *Galvan v. Mem'l Hermann Hosp. Sys.*, 59 Tex. Sup. Ct. J. 132 (Tex. 2015), and *Reddic v. E. Tex. Med. Ctr. Reg'l Health Care Sys.*, 59 Tex. Sup. Ct. J. 55 (Tex. 2015) (per curiam), each of which applied the earlier decision in *Ross v. St. Luke's Episcopal Hosp.*, 462 S.W.3d 496 (Tex. 2015), and held that a slip-and-fall claim may be brought as a routine premises liability claim when it has no connection to health care other than the fact that the premises at issue is a health care provider (§ 321.02[2][f]).
- *Brazos Presbyterian Homes, Inc. v. Rodriguez*, 468 S.W.3d 175 (Tex. App.—Houston [14th Dist.] 2015, no pet.), which held that the seventh *Ross* factor of applicable government regulations must impose on the health care provider some duty with regard to the safety of the premises that is both

related to the provision of health care, and distinguishable from the duty owed by business owners generally (§ 321.02[2][f]).

- *Montalvo v. Lopez*, 466 S.W.3d 290 (Tex. App.—San Antonio 2015, pet. filed), which held that: (1) the two-year statute of limitations is unconstitutional when it bars the claim of a patient who was a minor at the time of treatment; and (2) when presuit notice of the claim is provided before the claimant's 20th birthday, the 75-day tolling period incident to that notice applies even when its effect is to extend the limitations period beyond the claimant's 20th birthday (§§ 321.12[1][b], [5][a], 321.14[1]).
- *State v. Emeritus Corp.*, 466 S.W.3d 233 (Tex. App.—Corpus Christi 2015, pet. filed), which held that when the state exercises its police power and sues a health care provider for civil penalties for violations of state law, the claim is not a health care liability claim (§§ 321.02[8], 321.09[1]).

Ch. 293, *Claims Against Governmental Entities*, has been revised to include recent cases, including:

- *Tex. Dep't of Pub. Safety v. Bonilla*, 59 Tex. Sup. Ct. J. 140 (Tex. 2015) (per curiam), which held that although official immunity of a police officer in a pursuit case depends in part on consideration of alternative courses of action, it is not necessary to expressly state what alternatives were considered and rejected; instead, the officer may implicitly discount the viability of alternative options based on the stated belief that the action

taken was immediately necessary (§ 293.13[1], [2][e]).

- *City of League City v. Leblanc*, 467 S.W.3d 616 (Tex. App.—Houston [1st Dist.] 2015, no pet.), which held that: (1) the type of cover to be used on a storm drain was a design decision that was not actionable under the discretionary function exception to the Tort Claim Act; and (2) the drain or its cover could not be a special defect because it remained as originally designed (§§ 293.10[5][g], 293.12[7][c]).
- *Lenoir v. Marino*, 469 S.W.3d 669 (Tex. App.—Houston [1st Dist.] 2015, pet. filed), which held that when employee status is disputed, a defendant who claims immunity under the election of remedies provision of the Tort Claim Act [Tex. Civ. Prac. & Rem. Code § 101.106] bears the burden of establishing that the person is a government employee (§ 293.10[3][b]).

Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, has been revised to include recent cases, including:

- *Exxonmobil Corp. v. Pagayon*, 467 S.W.3d 36 (Tex. App.—Houston [14th Dist.] 2015, pet. filed), which held that the elevated standard of proof requiring willful and wanton negligence as to emergency medical care [Tex. Civ. Prac. & Rem. Code § 74.153] applies only to liability to the claimant, not whether emergency medical personnel should be assigned some proportionate responsibility for contributing to the claimant's injury (§ 291.03[2][b]; § 321.18[1]).

- *UPS v. Rankin*, 468 S.W.3d 609 (Tex. App.—San Antonio 2015, pet. filed), which held that when there was only one defendant and claims for simple negligence and negligence per se arose from the same conduct, a single apportionment question on that defendant's responsibility was proper (§ 291.03[2][a]).

### Insurance Litigation

Ch. 340, *Workers' Compensation*, has been revised to include recent cases, including *Univ. of Tex. Sys. v. Thomas*, 464 S.W.3d 754 (Tex. App.—Houston [1st Dist.] 2015, no pet.), which held that the party seeking judicial review of an appeals panel decision must file any proposed judgment or settlement with the division, even if the judgment was reached after fully adversarial proceedings (§ 340.30[4][g]).

Ch. 341, *Liability Insurance*, has been revised to include recent cases, including:

- *United States Metals, Inc. v. Liberty Mut. Group, Inc.*, 59 Tex. Sup. Ct. J. 144 (Tex. 2015), which held that under the standard commercial general liability (CGL) policy covering "physical" injury to property, installation of a defective component or product does not suffice; instead, the physical injury occurs only when the component fails and the harm becomes manifest (§ 341.09[2]).
- *Plasma Fab, LLC v. BankDirect Capital Fin., LLC*, 468 S.W.3d 121 (Tex. App.—Austin 2015, pet. filed), which held that when a policy requires prior notice of cancellation, but the insurer fails to provide that notice, the cancellation is not void; instead, it becomes effective at the earliest date

allowed under the policy (§ 341.03[4]).

### Property and Real Estate Litigation

Ch. 254, *Deeds and Conveyances*, has been revised to include recent cases, including:

- *Cohen v. Sandcastle Homes, Inc.*, 469 S.W.3d 173 (Tex. App.—Houston [1st Dist.] 2015, pet. filed), which held that when a notice of lis pendens is expunged by court order, any constructive or actual notice is vitiated, regardless of whether that notice derived from the lis pendens itself or from an independent source (§§ 254.07[5][d], 254.101[1]).
- *Cole v. McWillie*, 464 S.W.3d 896 (Tex. App.—Eastland 2015, pet. filed), which held that a deed executed by an attorney in fact on behalf of a principal who lacks mental capacity is voidable, not void (§ 254.04[3]).
- *Orca Assets, G.P., L.L.C. v. Burlington Res. Oil & Gas Co., L.P.*, 464 S.W.3d 403 (Tex. App.—Corpus Christi 2015, pet. denied), which held that a deed that expressly disclaims any warranty of title is a quitclaim deed, so the purchaser cannot claim bona fide purchaser status (§ 254.07[5][c]).

Ch. 282, *Landlord and Tenant*, has been revised to include recent cases, including:

- *Espinoza v. Lopez*, 468 S.W.3d 692 (Tex. App.—Houston [14th Dist.] 2015, no pet.), which held that when eviction defendants raised a fact issue on whether they were mere tenants, or were instead purchasers under an enforceable oral sales contract, that title dispute precluded jurisdiction over

the eviction action (§ 282.41[2]).

- *Mohammed v. D. 1050 W. Rankin, Inc.*, 464 S.W.3d 737 (Tex. App.—Houston [1st Dist.] 2014, no pet.), which held that the five-day period to appeal an amended judgment in an eviction suit does not begin to run until the appellant receives notice of the entry of the amended judgment (§ 282.41[2]).

Ch. 261, *Condemnation*, has been revised to include recent cases, including:

- *State v. Titan Land Dev. Inc.*, 468 S.W.3d 705 (Tex. App.—Houston [1st Dist.] 2015, pet. filed), which held that when the commissioners delay filing their statement of the decision with the court, the time to object runs from the date it is actually filed, not the date it was originally due (§§ 261.45[8], 261.47[1]).
- *City of Justin v. Rimrock Enters., Inc.*, 466 S.W.3d 269 (Tex. App.—Fort Worth 2015, pet. denied), an inverse condemnation case which held that: (1) a complete taking is subject to a 10 year statute of limitations that begins to run when the property is taken, i.e., when entry on the land is made; and (2) the owner may not plead the claim as one for a declaratory judgment in order to obtain attorney's fees (§§ 261.20[2], 261.23).
- *Enbridge G & P (East Texas) L.P. v. Samford*, 470 S.W.3d 848 (Tex. App.—Tyler 2015, no pet.), which held that the trial court should have excluded an expert's testimony because he specifically stated that his opinion on value was not based on the required

measure of market value of the part taken plus damage to the remainder, but was instead calculated by amounts paid in the “real world” by the pipeline industry (§ 261.32[2]).

Ch. 281, *Easements*, now includes *N. Tex. Mun. Water Dist. v. Ball*, 466 S.W.3d 314 (Tex. App.—Dallas 2015, no pet.), which held that when an easement holder proved that an obstruction precluded the use of the servient property to the full extent permitted by the easement, the trial court erred in denying an injunction to remove the obstruction (§ 281.10[1][b]).

Ch. 284, *Partition*, now includes *Williams v. Mai*, 471 S.W.3d 16 (Tex. App.—Houston [1st Dist.] 2015, no pet.), which held that the court may not enter judgment confirming the commissioners’ report before the 30-day objection period has expired (§§ 284.01[3][b], 284.111[1]).

### Family Law Proceedings

**Spousal Maintenance.** The court considers a spouse’s eligibility for maintenance at the time of divorce, not whether he or she can, with additional training or education, to provide for his or her minimum reasonable needs in the future. See Ch. 362, *Divorce*, § 362.21[3].

**Support for Adult Disabled Child.** In calculating child support for an adult disabled child, the court must give “special consideration” to the statutory factors set out in Family Code Section 154.306 *in addition to*, not in lieu of, applying the rules governing the determination of the amount of child support for children generally. See Ch. 371A, *Child Support*, § 371A.03[3][c].

**Child Support Enforcement.** An agreement to pay support for an adult child is enforceable in a suit for breach of contract. The obligation may be subject to conditions precedent. An agreement to pay child support is enforceable by contempt only to the extent the support does not exceed the amount the court could order under the Family Code. See Ch. 371A, *Child Support*, § 371A.04[2][b]; Ch. 372, *Enforcement of SAPCR Orders*, § 372.11[1][b].

**Affidavit of Relinquishment.** A statement in an affidavit of relinquishment that termination of parental rights is in the child’s best interest is relevant to a best interest finding, but does not relieve the petitioner of the burden of proving by clear and convincing evidence that termination is in the child’s best interest. See Ch. 381, *Termination of Parent-Child Relationship*, § 381.03[2][b][viii], [c][iii].



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June 2016

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<input type="checkbox"/>	90-85. . . . .	90-85 thru 90-86.1
<input type="checkbox"/>	96-21 thru 96-23 . . . . .	96-21 thru 96-24.1
<input type="checkbox"/>	97-22.1 thru 97-28.1. . . . .	97-23 thru 97-28.1

## VOLUME 7

### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	101-64.1 thru 101-69 . . . . .	101-65 thru 101-70.1
<input type="checkbox"/>	102-15 thru 102-23 . . . . .	102-15 thru 102-24.5
<input type="checkbox"/>	102-65 thru 102-68.1 . . . . .	102-65 thru 102-67
<input type="checkbox"/>	102-99 . . . . .	102-99 thru 102-100.1
<input type="checkbox"/>	103-63 thru 103-65 . . . . .	103-63 thru 103-66.1
<input type="checkbox"/>	103-75 thru 103-79 . . . . .	103-75 thru 103-79
<input type="checkbox"/>	110A-15 thru 110A-19. . . . .	110A-15 thru 110A-19
<input type="checkbox"/>	110A-36.1 thru 110A-54.1 . . . . .	110A-37 thru 110A-54.7
<input type="checkbox"/>	110A-97 thru 110A-99. . . . .	110A-97 thru 110A-99

<b>Check As Done</b>	<i>Remove Old Pages Numbered</i>	<i>Insert New Pages Numbered</i>
<input type="checkbox"/>	111-15 thru 111-17 . . . . .	111-15 thru 111-17

**VOLUME 8**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	120-7. . . . .	120-7
<input type="checkbox"/>	120A-25 thru 120A-26.1. . . . .	120A-25 thru 120A-26.1
<input type="checkbox"/>	121-30.7 . . . . .	121-30.7
<input type="checkbox"/>	122-28.1 thru 122-35 . . . . .	122-29 thru 122-36.1

**VOLUME 9**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	130-15 thru 130-19 . . . . .	130-15 thru 130-20.1
<input type="checkbox"/>	130-31 thru 130-35 . . . . .	130-31 thru 130-36.1
<input type="checkbox"/>	130-63 thru 130-65 . . . . .	130-63 thru 130-65
<input type="checkbox"/>	131-9. . . . .	131-9 thru 131-10.1
<input type="checkbox"/>	132-13 thru 132-15 . . . . .	132-13 thru 132-15
<input type="checkbox"/>	135-17 thru 135-33 . . . . .	135-17 thru 135-34.1

**VOLUME 10**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	140-15 . . . . .	140-15 thru 140-16.1
<input type="checkbox"/>	146-19 thru 146-23 . . . . .	146-19 thru 146-24.1
<input type="checkbox"/>	150-16.1 thru 150-17 . . . . .	150-17 thru 150-18.1
<input type="checkbox"/>	150-89 thru 150-91 . . . . .	150-89 thru 150-92.1
<input type="checkbox"/>	150-163 thru 150-165 . . . . .	150-163 thru 150-165
<input type="checkbox"/>	151-17 thru 151-23 . . . . .	151-17 thru 151-24.1
<input type="checkbox"/>	151-109 thru 151-125 . . . . .	151-109 thru 151-127

**VOLUME 11**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	163-9. . . . .	163-9
<input type="checkbox"/>	171-27 . . . . .	171-27 thru 171-28.1
<input type="checkbox"/>	171-37 thru 171-42.5 . . . . .	171-37 thru 171-42.7
<input type="checkbox"/>	171-75 thru 171-77 . . . . .	171-75 thru 171-79

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### VOLUME 13

#### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	200-7. . . . .	200-7 thru 200-8.1
<input type="checkbox"/>	200-22.1 thru 200-23 . . . . .	200-23 thru 200-24.1
<input type="checkbox"/>	200-38.1 thru 200-38.3 . . . . .	200-38.1 thru 200-38.3
<input type="checkbox"/>	200-71 thru 200-75 . . . . .	200-71 thru 200-76.1
<input type="checkbox"/>	200-115 thru 200-123 . . . . .	200-115 thru 200-125
<input type="checkbox"/>	200A-11 thru 200A-29. . . . .	200A-11 thru 200A-30.3
<input type="checkbox"/>	200A-67 thru 200A-71 . . . . .	200A-67 thru 200A-73
<input type="checkbox"/>	200B-27 thru 200B-28.1 . . . . .	200B-27 thru 200B-28.1
<input type="checkbox"/>	200B-77 thru 200B-83. . . . .	200B-77 thru 200B-83
<input type="checkbox"/>	201-13 thru 201-19 . . . . .	201-13 thru 201-20.1
<input type="checkbox"/>	202-34.1 thru 202-63 . . . . .	202-35 thru 202-64.1
<input type="checkbox"/>	202-87 thru 202-93 . . . . .	202-87 thru 202-95
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<input type="checkbox"/>	203-17 thru 203-25 . . . . .	203-17 thru 203-26.3
<input type="checkbox"/>	203-57 thru 203-67 . . . . .	203-57 thru 203-68.3
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<input type="checkbox"/>	203A-70.3 thru 203A-77. . . . .	203A-71 thru 203A-78.1
<input type="checkbox"/>	203A-103 thru 203A-119 . . . . .	203A-103 thru 203A-120.1
<input type="checkbox"/>	203A-133. . . . .	203A-133 thru 203A-134.1
<input type="checkbox"/>	203A-146.1 thru 203A-169 . . . . .	203A-147 thru 203A-170.5
<input type="checkbox"/>	203A-227. . . . .	203A-227 thru 203A-228.1
<input type="checkbox"/>	203A-250.1 thru 203A-263 . . . . .	203A-251 thru 203A-263
<input type="checkbox"/>	203A-278.1 thru 203A-279 . . . . .	203A-279 thru 203A-280.1
<input type="checkbox"/>	203A-321. . . . .	203A-321
<input type="checkbox"/>	205-35 thru 205-36.1 . . . . .	205-35 thru 205-36.1
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### VOLUME 14

#### Revision

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	210-143 . . . . .	210-143
<input type="checkbox"/>	210A-1 thru 210A-41 . . . . .	210A-1 thru 210A-42.3
<input type="checkbox"/>	210A-68.17 thru 210A-68.21. . . . .	210A-68.17 thru 210A-68.21
<input type="checkbox"/>	210A-79 thru 210A-83 . . . . .	210A-79 thru 210A-84.1
<input type="checkbox"/>	210A-99 thru 210A-103 . . . . .	210A-99 thru 210A-104.1
<input type="checkbox"/>	210A-119 thru 210A-129 . . . . .	210A-119 thru 210A-130.3
<input type="checkbox"/>	210A-145 thru 210A-157 . . . . .	210A-145 thru 210A-158.1
<input type="checkbox"/>	210A-171 thru 210A-173 . . . . .	210A-171 thru 210A-174.1

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<input type="checkbox"/>	210A-191 thru 210A-195 . . . . .	210A-191 thru 210A-195
<input type="checkbox"/>	216-23 thru 216-24.3 . . . . .	216-23 thru 216-24.3
<input type="checkbox"/>	216-37 thru 216-49 . . . . .	216-37 thru 216-49
<input type="checkbox"/>	220-145 thru 220-151 . . . . .	220-145 thru 220-151
<input type="checkbox"/>	220A-85 . . . . .	220A-85

**VOLUME 15**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	230-17 . . . . .	230-17 thru 230-18.1
<input type="checkbox"/>	230-26.1 thru 230-27 . . . . .	230-27 thru 230-28.1
<input type="checkbox"/>	234-59 . . . . .	234-59 thru 234-60.1

**VOLUME 16**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	240-31 thru 240-32.1 . . . . .	240-31 thru 240-32.1

**VOLUME 17**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	250-57 thru 250-79 . . . . .	250-57 thru 250-77
<input type="checkbox"/>	251-12.1 thru 251-16.1 . . . . .	251-13 thru 251-16.2(1)
<input type="checkbox"/>	251-31 thru 251-53 . . . . .	251-31 thru 251-49
<input type="checkbox"/>	252-70.11 thru 252-109 . . . . .	252-71 thru 252-109
<input type="checkbox"/>	254-28.1 . . . . .	254-28.1 thru 254-28.2(1)
<input type="checkbox"/>	254-47 thru 254-48.5 . . . . .	254-47 thru 254-48.5
<input type="checkbox"/>	254-65 . . . . .	254-65 thru 254-66.1
<input type="checkbox"/>	255-41 thru 255-42.1 . . . . .	255-41 thru 255-42.1
<input type="checkbox"/>	255-70.1 thru 255-70.3 . . . . .	255-70.1 thru 255-70.3
<input type="checkbox"/>	260-19 thru 260-20.1 . . . . .	260-19 thru 260-20.1
<input type="checkbox"/>	261-47 thru 261-55 . . . . .	261-47 thru 261-56.1
<input type="checkbox"/>	261-69 thru 261-73 . . . . .	261-69 thru 261-74.1
<input type="checkbox"/>	261-112.1 thru 261-126.1 . . . . .	261-113 thru 261-126.1

**VOLUME 18**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	270-21 thru 270-23 . . . . .	270-21 thru 270-24.1



<b>Check As Done</b>	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	270-79 thru 270-82.1 . . . . .	270-79 thru 270-82.3
<input type="checkbox"/>	271-7. . . . .	271-7 thru 271-8.1
<input type="checkbox"/>	271-56.3 thru 271-58.5 . . . . .	271-57 thru 271-58.5
<input type="checkbox"/>	281-55 thru 281-59 . . . . .	281-55 thru 281-60.1
<input type="checkbox"/>	282-87 thru 282-110.5 . . . . .	282-87 thru 282-110.5
<input type="checkbox"/>	282-131 . . . . .	282-131 thru 282-132.1
<input type="checkbox"/>	284-11 . . . . .	284-11 thru 284-12.1
<input type="checkbox"/>	284-29 thru 284-45 . . . . .	284-29 thru 284-45

**VOLUME 19**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	290-79 thru 290-80.1 . . . . .	290-79 thru 290-80.1
<input type="checkbox"/>	290-93 thru 290-94.1 . . . . .	290-93 thru 290-94.1
<input type="checkbox"/>	291-21 thru 291-38.1 . . . . .	291-21 thru 291-38.5
<input type="checkbox"/>	293-17 thru 293-18.3 . . . . .	293-17 thru 293-18.3
<input type="checkbox"/>	293-39 . . . . .	293-39 thru 293-40.1
<input type="checkbox"/>	293-48.1 . . . . .	293-48.1
<input type="checkbox"/>	293-81 thru 293-83 . . . . .	293-81 thru 293-84.1
<input type="checkbox"/>	293-103 . . . . .	293-103 thru 293-104.1
<input type="checkbox"/>	293-106.11 thru 293-117. . . . .	293-107 thru 293-118.9
<input type="checkbox"/>	293-136.8(11). . . . .	293-136.8(11) thru 293-136.8(12)(a)
<input type="checkbox"/>	310-8.1 thru 310-9 . . . . .	310-9 thru 310-10.3
<input type="checkbox"/>	310-30.1 thru 310-30.2(1) . . . . .	310-30.1 thru 310-30.2(3)
<input type="checkbox"/>	310-47 . . . . .	310-47 thru 310-48.1

**VOLUME 20**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	321-26.1 thru 321-30.1 . . . . .	321-27 thru 321-30.2(1)
<input type="checkbox"/>	321-30.8(1). . . . .	321-30.8(1)
<input type="checkbox"/>	321-57 . . . . .	321-57 thru 321-58.1
<input type="checkbox"/>	321-69 . . . . .	321-69 thru 321-70.1
<input type="checkbox"/>	321-82.1 thru 321-84.1 . . . . .	321-83 thru 321-84.1
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<input type="checkbox"/>	321-108.1 thru 321-110.1 . . . . .	321-109 thru 321-110.3
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<input type="checkbox"/>	322-54.1 thru 322-54.15 . . . . .	322-54.1 thru 322-54.16(1)
<input type="checkbox"/>	333-88.3 thru 333-88.15 . . . . .	333-88.3 thru 333-88.15
<input type="checkbox"/>	334-5 thru 334-6.1 . . . . .	334-5 thru 334-6.1

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<input type="checkbox"/>	336-21 thru 336-24.1 . . . . .	336-21 thru 336-24.3

**VOLUME 21**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	340-81 thru 340-86.3 . . . . .	340-81 thru 340-86.5
<input type="checkbox"/>	341-17 thru 341-20.1 . . . . .	341-17 thru 341-20.1
<input type="checkbox"/>	341-64.1 thru 341-64.3 . . . . .	341-64.1 thru 341-64.3

**VOLUME 22**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	362-69 thru 362-75 . . . . .	362-69 thru 362-76.1
<input type="checkbox"/>	362-91 thru 362-102.3 . . . . .	362-91 thru 362-102.3
<input type="checkbox"/>	363-17 thru 363-24.1 . . . . .	363-17 thru 363-24.1
<input type="checkbox"/>	364-16.1 thru 364-21 . . . . .	364-17 thru 364-22.3
<input type="checkbox"/>	371-22.1 thru 371-24.3 . . . . .	371-23 thru 371-24.5
<input type="checkbox"/>	371A-3 thru 371A-5. . . . .	371A-3 thru 371A-5
<input type="checkbox"/>	371A-42.1 thru 371A-43. . . . .	371A-43 thru 371A-44.1
<input type="checkbox"/>	371A-59 thru 371A-61 . . . . .	371A-59 thru 371A-62.1

**VOLUME 23**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	372-4.1 thru 372-7 . . . . .	372-5 thru 372-8.1
<input type="checkbox"/>	372-92.1 thru 372-101. . . . .	372-93 thru 372-102.5
<input type="checkbox"/>	380-15 thru 380-16.1 . . . . .	380-15 thru 380-16.1
<input type="checkbox"/>	380-25 thru 380-28.1 . . . . .	380-25 thru 380-28.1
<input type="checkbox"/>	381-37 thru 381-43 . . . . .	381-37 thru 381-44.1
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<input type="checkbox"/>	381-124.19 thru 381-129. . . . .	381-125 thru 381-130.1

**VOLUME 25**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	422-11 . . . . .	422-11
<input type="checkbox"/>	423-7 thru 423-21. . . . .	423-7 thru 423-22.1
<input type="checkbox"/>	423-31 . . . . .	423-31 thru 423-32.1
<input type="checkbox"/>	423-49 thru 423-51 . . . . .	423-49 thru 423-51

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**VOLUME 26**

**Revision**

<input type="checkbox"/>	Title page. . . . .	Title page
<input type="checkbox"/>	I-147. . . . .	I-147 thru I-148.1
<input type="checkbox"/>	I-189 thru I-225. . . . .	I-189 thru I-226.1
<input type="checkbox"/>	I-279 thru I-289. . . . .	I-279 thru I-290.1
<input type="checkbox"/>	I-393 thru I-411. . . . .	I-393 thru I-412.1
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<input type="checkbox"/>	I-889. . . . .	I-889 thru I-890.1

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