PUBLICATION UPDATE

Route to: ☐ _____ ☐ _____ ☐ _____ ☐ _____
☐ _____ ☐ _____ ☐ _____ ☐ _____

Dorsaneo, Texas Litigation Guide

Publication 719 Release 129 May 2018

HIGHLIGHTS

Jury Charge

- The Texas Supreme Court has held that a party, to preserve error in the charge, need not object to an immaterial question that should not have been submitted or cannot support a judgment. See Ch. 122.

Health Claim Expert Report

- When one expert report submitted to support a health care liability claim stated that a particular medical event was the cause of the patient's death, the report need not attribute that event to the negligence of any particular defendant because that issue was separately addressed by other expert reports, and Tex. Civ. Prac. & Rem. Code § 74.351(i) specifically permits compliance by multiple reports. See Ch. 321.

Child Support

- The Texas Supreme Court has held that a trial court may consider direct payments either to the other parent or to a third party in deciding whether an arrearage exists, even if the original support order specifies a different manner of payment. See Ch. 372.

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

Attorney Disqualification. This release includes *Range v. Calvary Christian Fellowship*, 530 S.W.3d 818, 836 (Tex. App.—Houston [14th Dist.] 2017, no pet. h.), in which the court of appeals held that to disqualify an attorney from a current representation, the current and former representations must concern the same or a substantially related matter, which must be proved by evidence of specific similarities. See Ch. 3, *Professional Responsibility*, § 3.06[2][d].

Suggestion of Death Does Not Constitute General Appearance. In *Hegwer v.*

Edwards, 527 S.W.3d 337, 340 (Tex. App.—Dallas 2017, no pet. h.), the court of appeals held that filing a because the court is required to issue a scire facias requiring the administrator, executor, or heir to appear on behalf of the deceased defendant. See Ch. 12, *Pleading the Parties*, § 12.03[2][b].

Class Actions. This update includes *Lon Smith & Assocs. v. Key*, 527 S.W.3d 604 (Tex. App.—Fort Worth 2017, pet. filed), in which the court of appeals discussed many issues regarding class certification, including requirements for a representative plaintiff, the predominance of common issues, and typicality. See Ch. 13, *Class Actions*, §§ 13.03, 13.04.

Showing for Appellate Review of Attorney's Fees Award. In *Ho & Huang Props., L.P. v. Parkway Dental Assocs., P.A.*, 529 S.W.3d 102, 122 (Tex. App.—Houston [14th Dist.] 2017, pet. filed), the court of appeals held that to show that an attorney's fees finding was excessive, a complaining party must establish that the evidence was factually insufficient to support the finding. See Ch. 22, *Attorney's Fees*, § 22.52[2].

Dismissal for Filing False Affidavit of Indigence. This update includes *Poff v. Guzman*, 532 S.W.3d 867, 870–871 (Tex. App.—Houston [14th Dist.] 2017, no pet. h.), in which the court of appeals held that if a party filed a fraudulent affidavit of indigence under Tex. R. Civ. P. 145, a trial court has statutory authority under Tex. Civ. Prac. & Rem. Code § 13.001(a)(1) to dismiss the action. See Ch. 30, *Commencement of Actions*, § 30.04[4].

Nonsignatory Bound by Arbitration Agreement Pursuant to Construction of Contract. In *Branch Law Firm L.L.P. v. Osborn*, 532 S.W.3d 1, 13 (Tex. App.—Houston [14th Dist.] 2016, no pet.), the court of appeals held that the question of who is bound by an arbitration agreement is ultimately a function of the intent of the parties, as expressed within the terms of the agreement. See Ch. 44, *Arbitration*, § 44.02[1][c].

Declaratory Judgment Actions Not for Resolving Factual Issues. This release includes *Shahin v. Mem'l Hermann Health Sys.*, 527 S.W.3d 484, 491–492 (Tex. App.—Houston [1st Dist.] 2017, pet. filed), in which the court of appeals held that declaratory judgment actions may not be useful for resolving issues such as the reasonableness, necessity, and unequitable nature of a defendant's actions. See Ch. 45, *Declaratory Relief*, § 45.04[5].

Equitable Remedies. The Texas Supreme Court, in *Longview Energy Co. v. Huff Energy Fund LP*, 533 S.W.3d 866, 874 (Tex. 2017), discussed the methods of proving entitlement to a constructive trust, and the burden of identifying the particular property on which the trust may be imposed. See Ch. 55, *Constructive Trusts*, §§ 55.01[1], 55.03[1].

Transfer of Venue. In *In re Lowe's Home Ctrs., L.L.C.*, 531 S.W.3d 861, 872 (Tex. App.—Corpus Christi 2017, orig. proceeding), the Corpus Christi Court of Appeals discussed the propriety of a plaintiff taking a nonsuit and refiling in another county after a motion to transfer venue has been denied, concluding that this procedure is forbidden. *See* Ch. 61, *Venue*, § 61.20[6], [7].

Discovery. In *In re DISH Network*, LLC, 528 S.W.3d 177, 185–187 (Tex. App.—El Paso 2017, orig. proceeding), the El Paso Court of Appeals discussed the parameters of the "joint client" exception to the attorney-client privilege. See Ch. 90, *Discovery: Scope and Limitations*, § 90.06[2][c].

Summary Judgment. In *Starwood Mgmt., LLC v. Swaim*, 530 S.W.3d 673, 679 (Tex. 2017), the Texas Supreme Court noted that, in legal malpractice cases, expert witness testimony generally is required to rebut defendant's motion for summary judgment challenging the causation element. See Ch. 101, *Summary Judgment*, § 101.07[3][b].

Disqualification of Counsel. In *In re Turner*, 2017 Tex. LEXIS 1181, at *9 (Tex. Dec. 22, 2017) the Texas Supreme Court discussed the procedures for disqualification of a firm based on a nonlawyer employee's conduct, emphasizing the need to instruct the employee to refrain from working on any matters on which the employee worked in any previous employment before the employee begins work on the new firm's case. See Ch. 110A, *Disqualification of Judge or Counsel*, § 110A.11[5][c].

Jury Charge. In *BP Am. Prod. Co. v. Red Deer Res.*, LLC, 526 S.W.3d 389, 401 (Tex. 2017), the Texas Supreme Court held that a party, to preserve error in the charge, need not object to an immaterial question that should not have been submitted or cannot support a judgment. See Ch. 122, *Jury Charge*, § 122.07[3][d].

Review by Mandamus. In *In re Coppola*, 2017 Tex. LEXIS 1150, at **7–8 (Tex. Dec. 15, 2017), another case illustrating the Texas Supreme Court's broad understanding of the "no adequate remedy on appeal" prong of the test for availability of mandamus, the Court held that a relator need only establish a trial court's abuse of discretion to demonstrate entitlement to mandamus relief with regard to a trial court's denial of a timely-filed motion to designate responsible third parties under Tex. Civ. Prac. & Rem. Code § 33.004. See Ch. 152, *Original Proceedings in Court of Appeals and Supreme Court*, §§ 152.03[1][b], 152.04[3].

Business and Commercial Litigation

Texas Antitrust Act. In *Champion Printing & Copying LLC v. Nichols*, 2017 Tex. App. LEXIS 7909 (Tex. App.—Austin 2017, pet. denied) (mem. op), a plaintiff's live pleading failed to allege anticompetitive effects of appellee's actions and therefore no cognizable claim for illegal restraint of trade under Tex. Bus. & Com. Code § 15.05(a). The restraint-of-trade cause of action was based on alleged interference with the plaintiff's contracts, but those facts do not allege illegal restraint of trade as it is recognized under the Texas Antitrust Act. See Ch. 200A, *Texas Antitrust Laws*, § 200A.10[3][b].

Compensation and Retention Pay Provisions. A court of appeals has held that a provision that contains no limits on repayment obligations on a compensation and retention pay provision will impose significant hardship on the employee by clawing back substantial compensation already paid (and on which taxes were paid) and injure the public by limiting choice and mobility of skilled employees [Rieves v. Buc-ee's Ltd., 532 S.W.3d 845, 2017 Tex. App. LEXIS 9580, *14 (Tex. App.—Houston [14th Dist.] 2017, no pet. h.)] See Ch 201, *Covenants Not To Compete*, § 201.04[3][a].

ERISA. The Fifth Circuit recently discussed the multi-step process for determining whether an ERISA plan administrator abused his discretion in construing a plan's terms. The first question is whether the reading of the plan is legally correct. If legally correct, the inquiry ends and there is no abuse of discretion. Alternatively, when the court finds that the administrator's interpretation was legally incorrect, it must then determine whether the decision was an abuse of discretion [Conn. Gen. Life Ins.

Co. v. Humble Surgical Hosp., L.L.C., 878 F.3d 478, 2017 U.S. App. LEXIS 25588, *6 (5th Cir. [Tex.] 2017)]. See Ch. 203, *Employer-Employee Relations*, § 203.24[3][c].

Immunity Under the Texas Tort Claims Act. Tex. Civ. Prac. & Rem. Code § 101.106(f), part of the Texas Tort Claims Act, can afford governmental immunity against a tortious interference with contract claim. Section 101.106(f) mandates that plaintiffs pursue lawsuits against a governmental unit rather than its employees and provides qualified immunity against the individual employee if (1) the conduct was within the general scope of the individual's employment with a governmental unit; and (2) the tortious interference claim against the individual could have been brought against the governmental unit [Wilkerson v. Univ. of N. Tex., 878 F.3d 147, 159–162 (5th Cir. [Tex.] 2017)] See Ch. 205, *Tortious Interference with Business Relations*, § 205.05[5].

UCC Article 2 Revocation of Acceptance. A buyer is unable to revoke its acceptance when it substantially changes the good, altering its composition and function. Further, its continued use of the good with knowledge of its potential nonconforming nature precludes the buyer from revoking its acceptance. Thus, the proper remedy is a breach of warranty claim under Tex. Bus. & Com. Code § 2.714 [Minsa Corp. v. SFTC, 2017 Tex. App. LEXIS 11034, *10 (Tex. App.—2017, no pet. h.)]. See Ch. 210, *Sales*, § 210.31[3].

Choice of Law in Guaranty Agreements. The Fifth Circuit noted that Texas law dictates that a choice of law clause in a guaranty agreement governs the substantive components of a lawsuit, but Texas procedural law will be applied. It also held that a statute of limitations provision is most often procedural, although Texas recognizes that certain limitations periods are outside of the default procedural category [W.-Southern Life Assurance Co. v. Kaleh, 879 F.3d 653 (5th Cir.[Tex.] 2018)]. See Ch. 231, *Guaranty Agreements*, § 231.05[4].

Fair Debt Collection Practices Act. A company that collects debts that it purchased for its own account does not trigger the statutory definition of a "debt collector" under the Fair Debt Collection Practices Act. The Court held that by the plain language of the statute, it regulates debt collection only by debt collectors, not originators of the debt [Henson v. Santander Consumer USA Inc., 137 S. Ct. 1718, 1725–1726, 198 L. Ed. 2d 177 (2017)]. See Ch. 242, *Unfair Collection Practices*, § 242.04[1][c].

Personal Injury Litigation

Health Care Claim Expert Report. *Gracy Woods I Nursing Home v. Mahan*, 520 S.W.3d 171 (Tex. App.—Austin 2017, no pet.) held that when an action alleges that negligence of a health care provider resulted in the claimant or patient being the victim of a crime on the provider's premises, an initial expert report is not required to address whether the alleged crime actually occurred. See Ch. 321, *Medical Malpractice*, § 321.15[1A].

Staying Discover for Inadequate Expert Report. *Harvey v. Kindred Healthcare Operating, Inc.*, 525 S.W.3d 281 (Tex. App.—Houston [14th Dist.] 2017, no pet.) held that when discovery is stayed because the claimant has not served an adequate expert report, the stay supersedes any docket control order issued by the trial court setting a deadline for discovery from or designation of expert witnesses. See Ch. 321, *Medical Malpractice*, § 321.15[3].

Release of Medical Records. *Davenport v. Adu-Lartey*, 526 S.W.3d 544 (Tex. App.—Houston [1st Dist] 2017, pet. filed), and, *Borowski v. Ayers*, 524 S.W.3d 292 (Tex. App.—Waco 2016, pet. filed) each held that when an authorization form for the release of medical records fails to identify all medical providers for the five years preceding the incident at issue, the form is fatally defective and does not toll limitations on the claim. See Ch. 321, *Medical Malpractice*, §§ 321.14[2], 321.101[1].

Status of Government Employee. *Univ. of Tex. Health Sci. Ctr. v. Rios*, 61 Tex. Sup. Ct. J. 174 (Tex. 2017) held that (1) the individual defendants' status as government employees under the election of remedies provision of the Tort Claims Act was established by judicial admissions in the plaintiff's petition; and (2) the statutory right to dismissal of the employees accrued when the motion was filed, and was not impaired by later amendments to the pleadings or motion for dismissal. See Ch. 293, *Claims Against Governmental Entities*, §§ 293.10[3][b], 293.16[3][a].

Governmental Immunity. *Rosenberg Dev. Corp. v. Imperial Performing Arts, Inc.*, 526 S.W.3d 693 (Tex. App.—Houston [14th Dist.] 2017, pet. filed) held that a city's economic development corporation was a government unit eligible to appeal the denial of its plea to the jurisdiction but did not have immunity from suit on the claim. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[3][a].

Police Officers's Personal Firearm. *Annab v. Harris Cty.*, 524 S.W.3d 793 (Tex. App.—Houston [1st Dist.] 2017, pet. filed) held that: (1) any alleged negligence of a county in permitting its law enforcement officer to carry a personal firearm as his service weapon did not state a viable claim under the Tort Claims Act because the county did not "use" the weapon merely by allowing the officer to use it; and (2) any negligent entrustment claim is barred when the employee rather than the government unit owns the property. See Ch. 293, *Claims Against Governmental Entities*, §§ 293.10[5][c], 293.12[11].

Continuous Motion. *In re Coppola*, 61 Tex. Sup. Ct. J. 170 (Tex. 2017) (per curiam) held that: (1) when a continuance motion is granted or the trial date is otherwise postponed by court order, the deadline to designate a responsible third party is likewise reset, and a motion made at least 60 days before the new trial date is timely; (2) mandamus is available to correct a clear abuse of discretion in denying a timely motion to designate; and (3) attorneys for the parties are not categorically exempt from designation. See Ch. 293, *Claims Against Governmental Entities*, § 291.03[2][b].

TCPA. *Elite Auto Body LLC v. Autocraft Bodywerks, Inc.*, 520 S.W.3d 191 (Tex. App.—Austin 2017, pet. filed) held that when a communication falls within one of the categories protected by the TCPA, an allegation that it is not constitutionally protected under the First Amendment does not remove it from the Act; instead, that issue is considered in the second step of whether the claimant has made out a prima facie case to defeat a motion for dismissal. See Ch. 333, *Libel and Slander*, § 333.42[1][b].

Premises Liability. *Lopez v. Ensign United States S. Drilling, LLC*, 524 S.W.3d 836 (Tex. App.—Houston [14th Dist.] 2017, no pet.) held that: (1) when a contractor was hired to perform services at a well site, but a contractor's employee was injured by a condition of a stairwell on a drilling rig, Chapter 95 of the Civil Prac-

tices and Remedies Code limiting the owner's liability did not apply because the well and rig were separate improvements; but (2) the condition of the stairwell was both open and obvious and known to the claimant, so the owner had no duty and liability was barred. See Ch. 310, *Premises Liability*, §§ 310.02[3][a], [d], 310.05[2][d].

Insurance Litigation

Third-Party Plaintiff. Ch. 322, *Professional Malpractice* has been revised to address recent cases from the Texas courts of appeals, including *Eng'g & Terminal Servs., L.P. v. Tarsco, Inc.*, 525 S.W.3d 394 (Tex. App.—Houston [14th Dist.] 2017, pet. filed), which held that a third-party plaintiff asserting claims against a design professional is not required to file a certificate of merit, even if it is also the original plaintiff that commenced the action. See Ch. 322, *Professional Malpractice*, § 322.04[2][d][v].

Exclusions. Ch. 342, *Uninsured Motorist Coverage* has been revised to address recent cases from the Texas courts of appeals, including *Johnson v. State Farm Mut. Auto. Ins. Co.*, 520 S.W.3d 92 (Tex. App.—Austin 2017, pet. denied), which held that: (1) a policy provision excluding vehicles owned by or furnished for the regular use of the insured or a family member from the definition of uninsured or underinsured vehicles is enforceable; and (2) a rental car is available for "regular use" during the rental term, so the exclusion applies. See Ch. 342, *Uninsured Motorist Coverage*, § 342.01[4][b].

Family Member Exclusion. Ch. 341, *Liability Insurance* has been revised to address recent cases from the Texas courts of appeals, including *Johnson v. State Farm Mut. Auto. Ins. Co.*, 520 S.W.3d 92 (Tex. App.—Austin 2017, pet. denied), which applied the family member exclusion of the standard Texas automobile liability policy and held that: (1) the exclusion is not unconscionable, and does not violate public policy or the state constitution; and (2) whether the exclusion applies is determined at the time of the auto accident, not when a claim is made. See Ch. 341, *Liability Insurance*, § 341.14[1].

Real Estate Litigation

Damages for Slander of Title. Ch. 257, *Real Property Security Interests* has been revised to address recent cases from the Texas Supreme Court and courts of appeals, including *Allen-Pieroni v. Pieroni*, 61 Tex. Sup. Ct. J. 181 (Tex. 2017) (per curiam), which held that damages for slander of title are measured by the difference in the contract price for the lost sale and the price for which the property could be sold at the time of trial with the cloud removed, and the lost profit that the claimant would have derived from the sale is inconsequential. See Ch. 257, *Real Property Security Interests*, §§ 257.10, 257.13[1].

Easements. Ch. 281, *Easements*, has been revised to address recent cases from the Texas courts of appeals, including *Lindemann Props. v. Campbell*, 524 S.W.3d 873 (Tex. App.—Fort Worth 2017, pet. filed), which held that an express easement to construct and "maintain" a radio transmission tower permitted the holder to remove the tower entirely and replace it with a similar structure designed to fulfill the same purposes, even if the new tower was relocated. See Ch. 281, *Easements*, § 281.06[1][a].

Partition by Sale. Ch. 284, *Partition* has been revised to address recent cases from the Texas courts of appeals, including *Carter v. Harvey*, 525 S.W.3d 420 (Tex. App.—Fort Worth 2017, no pet.), which held that: (1) a person who merely owns an improvement on real property is not a

necessary party to an action to partition; and (2) partition by sale was proper when a real estate appraiser who was the only expert witness testified that it was not feasible to divide the property in kind without substantially impairing its value. See Ch. 284, *Partition*, §§ 284.01[3], 284.04.

Residential Construction Liability Act. Ch. 270A, *Residential Construction Defect Disputed* has been revised to address recent cases from the Texas courts of appeals, including *Vision 20/20, Ltd. v. Cameron Builders, Inc.*, 525 S.W.3d 854 (Tex. App.—Houston [14th Dist.] 2017, no pet.), which applied the procedural and remedial limitations of the Residential Construction Liability Act and held that: (1) when a plumbing failure caused significant water damage to both the structure and components of a home, all resulting damages were part of the "construction defect" under the RCLA; and (2) a contractor need not show that it was prejudiced by the failure of the homeowner's assignee or subrogee to provide notice in order to claim the RCLA's limitations of liability. See Ch. 270A, *Residential Construction Defect Disputed*, §§ 270A.20[1], 270A.21.

Chain of Conveyances. *Radcliffe v. Tidal Petroleum, Inc.*, 521 S.W.3d 375 (Tex. App.—San Antonio 2017, pet. denied) held that a conveyance that arises by operation of law due to the presumption of intestacy rather than by express grant does not break the chain of conveyances from the sovereign for purposes of a trespass-to-try-title claim. Ch. 251, *Trespass to Trial Title*, § 251.02[2].

Family Law Proceedings

Child Support. The Texas Supreme Court has held that a trial court may consider direct payments either to the other parent or to a third party in deciding whether an arrearage exists, even if the original support order specifies a different manner of payment [Ochsner v. Ochsner, 517 S.W.3d 717, 722–725 (Tex. 2016)]. See Ch. 372, *Enforcement of SAPCR Orders*, § 372.04[2][a].

Administrative Proceedings

When Exhaustion of Administrative Remedies Not Required. This update includes a discussion of *Hunt v. City of Diboll*, 532 S.W.3d 904, 921 (Tex. App.—Tyler 2017, pet. filed) in which the appellate court held that if a statute setting forth administrative remedies is not operative or effective, parties are not required to exhaust administrative remedies before seeking judicial relief. See Ch. 423, *Judicial Review of Contested Cases*, § 423.02[3][a].

Matthew Bender provides continuing customer support for all its products:

- **Editorial assistance—please consult the "Questions About This Publication" directory printed on the copyright page;**
- **Customer Service—missing pages, shipments, billing or other customer service matters, +1.800.833.9844.**
- **Outside the United States and Canada, +1.937.247.0293, or fax (+1.800.828.8341) or email (international@bender.com);**
- **Toll-free ordering (+1.800.223.1940) or visit www.lexisnexis.com/BrowseUs.**

www.lexis.com

Publication 719, Release 129, May 2018

FILING INSTRUCTIONS

DORSANEO, TEXAS LITIGATION GUIDE

Publication 719 Release 129 May 2018

Check As Done

☐ 1. Check the Title page in the front of your present Volume 1. It should indicate that your set is filed through Release Number 128. If the set is current, proceed with the filing of this release. If your set is not filed through Release Number 128, DO NOT file this release. Please call Customer Services at 1-800-833-9844 for assistance in bringing your set up to date.

☐ 2. This Release Number 129 contains only White Revision pages.

☐ 3. Circulate the "Publication Update" among those individuals interested in the contents of this release.

DORSANEO, TEXAS LITIGATION GUIDE (USPS 018–383) is published Quarterly for $4,950 by Matthew Bender & Company Inc., 3 Lear Jet Lane, Suite 102, PO Box 1710, Latham, NY 12110. Periodical postage is paid at Albany, N.Y. and at additional mailing offices. POSTMASTER: Send address changes to DORSANEO, TEXAS LITIGATION GUIDE, 136 Carlin Rd., Conklin, N.Y. 13748-1531.

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

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

VOLUME 1

Revision

☐	Title page.	Title page
☐	3-63	3-63
☐	11-13.	11-13 thru 11-14.1
☐	12-24.1 thru 12-33	12-25 thru 12-34.1
☐	12-43 thru 12-47	12-43 thru 12-45
☐	13-25 thru 13-39	13-25 thru 13-40.1
☐	13-49.	13-49
☐	13-147	13-147 thru 13-149

VOLUME 2

Revision

☐	Title page.	Title page
☐	20-50.2(4)(c) thru 20-50.2(4)(d)(i)	20-50.2(4)(c) thru 20-50.2(4)(d)(i)
☐	22-13 thru 22-14.1	22-13 thru 22-14.1
☐	22-21.	22-21 thru 22-22.1
☐	22-63.	22-63 thru 22-64.1
☐	22-74.1 thru 22-83	22-75 thru 22-84.1
☐	22-109 thru 22-123	22-109 thru 22-123
☐	30-19 thru 30-21	30-19 thru 30-21
☐	30-35.	30-35
☐	31-33.	31-33 thru 31-34.1
☐	32-17 thru 32-19	32-17 thru 32-20.1
☐	32-42.1 thru 32-43	32-43 thru 32-44.1
☐	32-128.1 thru 32-135	32-129 thru 32-135

VOLUME 3

Revision

☐	Title page.	Title page
☐	43-7 thru 43-9	43-7 thru 43-10.1
☐	44-25 thru 44-33	44-25 thru 44-34.1
☐	44-43 thru 44-58.3	44-43 thru 44-58.7
☐	44-141	44-141 thru 44-142.1
☐	45-12.1 thru 45-23	45-13 thru 45-24.1
☐	45-83 thru 45-87	45-83 thru 45-87

VOLUME 4

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
Revision		
☐	Title page.	Title page
☐	55-3 thru 55-17	55-3 thru 55-17
☐	55-49 thru 55-51	55-49 thru 55-53

VOLUME 5

Revision		
☐	Title page.	Title page
☐	61-38.1 thru 61-39	61-39 thru 61-40.1
☐	61-52.1 thru 61-59	61-53 thru 61-60.1

VOLUME 6

Revision		
☐	Title page.	Title page
☐	90-86.1 thru 90-87	90-87 thru 90-88.1
☐	90-119	90-119
☐	90-161 thru 90-165	90-161 thru 90-165

VOLUME 7

Revision		
☐	Title page.	Title page
☐	101-54.1 thru 101-54.2(1)	101-54.1 thru 101-54.2(1)
☐	102-41 thru 102-48.1	102-41 thru 102-48.1
☐	110A-49 thru 110A-54.7	110A-49 thru 110A-54.7

VOLUME 8

Revision		
☐	Title page.	Title page
☐	122-61	122-61 thru 122-62.1
☐	122-143 thru 122-145	122-143 thru 122-145

VOLUME 9

Revision		
☐	Title page.	Title page
☐	135-43 thru 135-45	135-43 thru 135-46.1

VOLUME 10

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

Revision

☐	Title page.	Title page
☐	148-18.1 thru 148-19	148-19 thru 148-20.1
☐	148-63 thru 148-65	148-63 thru 148-65
☐	150-13 thru 150-18.1	150-13 thru 150-18.1
☐	150-99 thru 150-100.1.	150-99 thru 150-100.1
☐	150-151 thru 150-153	150-151 thru 150-153
☐	150-163 thru 150-165	150-163 thru 150-165
☐	151-31 thru 151-32.1	151-31 thru 151-32.1
☐	152-21	152-21 thru 152-22.1
☐	152-62.1	152-62.1
☐	152-119	152-119 thru 152-120.1
☐	153-67 thru 153-71	153-67 thru 153-71

VOLUME 11

Revision

☐	Title page.	Title page
☐	160-25	160-25 thru 160-26.1
☐	171-25	171-25 thru 171-26.1

VOLUME 12

Revision

☐	Title page.	Title page
☐	180-11 thru 180-12.1	180-11 thru 180-12.1
☐	180-31	180-31 thru 180-32.1
☐	181-87 thru 181-93	181-87 thru 181-93

VOLUME 13

Revision

☐	Title page.	Title page
☐	200A-29 thru 200A-30.3.	200A-29 thru 200A-30.3
☐	200B-46.1 thru 200B-60.3	200B-47 thru 200B-60.5
☐	201-15	201-15 thru 201-16.1
☐	203-77 thru 203-85	203-77 thru 203-86.1
☐	203A-107 thru 203A-115	203A-107 thru 203A-116.1
☐	203A-165.	203A-165 thru 203A-166.1
☐	203A-184.1 thru 203A-184.5.	203A-184.1 thru 203A-184.5
☐	205-3 thru 205-7	205-3 thru 205-7
☐	205-34.5	205-34.5
☐	205-67 thru 205-71	205-67 thru 205-71

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 14

Revision

☐	Title page.	Title page
☐	210-14.1 thru 210-17	210-15 thru 210-18.1
☐	210-59	210-59 thru 210-60.1
☐	210-141 thru 210-143	210-141 thru 210-145
☐	210A-21	210A-21 thru 210A-22.1
☐	210A-68.7 thru 210A-68.13	210A-68.7 thru 210A-68.14(1)
☐	210A-77 thru 210A-79	210A-77 thru 210A-80.1
☐	210A-91 thru 210A-94.1.	210A-91 thru 210A-94.1
☐	212-5.	212-5 thru 212-6.1
☐	220-86.3 thru 220-86.5	220-86.3 thru 220-86.5

VOLUME 15

Revision

☐	Title page.	Title page
☐	230-21	230-21 thru 230-22.1
☐	230-125 thru 230-131	230-125 thru 230-131
☐	231-29	231-29 thru 231-30.1

VOLUME 16

Revision

☐	Title page.	Title page
☐	240-22.1 thru 240-23	240-23 thru 240-24.1
☐	240-111 thru 240-121	240-111 thru 240-117
☐	242-35 thru 242-40.5	242-35 thru 242-40.3

VOLUME 17

Revision

☐	Title page.	Title page
☐	251-9 thru 251-13.	251-9 thru 251-14.1
☐	252-52.1 thru 252-55	252-53 thru 252-56.5
☐	252-85 thru 252-89	252-85 thru 252-90.1
☐	257-25 thru 257-31	257-25 thru 257-32.1

VOLUME 18

Revision

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	Title page.	Title page
☐	270-36.15 thru 270-37.	270-37 thru 270-38.1
☐	270A-19 thru 270A-29	270A-19 thru 270A-30.1
☐	271-48.1 thru 271-50.5	271-49 thru 271-50.7
☐	280-21 thru 280-22.1	280-21 thru 280-22.1
☐	281-55	281-55 thru 281-56.1
☐	283-25	283-25 thru 283-26.1
☐	284-7.	284-7
☐	284-16.1 thru 284-16.3	284-16.1 thru 284-16.3
☐	285-24.1 thru 285-26.8(1)	285-25 thru 285-26.8(1)

VOLUME 19

Revision

☐	Title page.	Title page
☐	291-17 thru 291-40.9	291-17 thru 291-40.10(9)
☐	291-40.19.	291-40.19
☐	293-22.1	293-22.1 thru 293-22.2(1)
☐	293-35 thru 293-45	293-35 thru 293-46.1
☐	293-60.1 thru 293-62.1	293-61 thru 293-62.5
☐	293-71 thru 293-74.1	293-71 thru 293-74.2(1)
☐	293-92.3 thru 293-92.5	293-92.3 thru 293-92.7
☐	293-106.7 thru 293-106.9	293-106.7 thru 293-106.11
☐	293-118.7 thru 293-118.9	293-118.7 thru 293-118.9
☐	293-134.1 thru 293-136.8(1)	293-135 thru 293-136.8(2)(i)
☐	302-9 thru 302-11.	302-9 thru 302-12.1
☐	310-16.1 thru 310-23	310-17 thru 310-24.5
☐	310-47 thru 310-54.3	310-47 thru 310-54.3

VOLUME 20

Revision

☐	Title page.	Title page
☐	320-77 thru 320-115.	320-77 thru 320-105
☐	321-25	321-25 thru 321-26.1
☐	321-30.15.	321-30.15 thru 321-30.16(1)
☐	321-83 thru 321-90.1	321-83 thru 321-90.3
☐	321-102.1 thru 321-104.18(11)	321-103 thru 321-104.18(13)
☐	321-104.23 thru 321-104.24(1)	321-104.23 thru 321-104.24(1)
☐	321-134.1 thru 321-134.7	321-134.1 thru 321-134.7
☐	321-145 thru 321-163	321-145 thru 321-161
☐	322-54.15 thru 322-54.20(1)	322-54.15 thru 322-54.20(1)
☐	322-61 thru 322-89	322-61 thru 322-89
☐	323-15 thru 323-41	323-15 thru 323-37

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	333-66.1 thru 333-68.1	333-67 thru 333-68.1
☐	333-88.5 thru 333-88.25	333-88.5 thru 333-88.25

VOLUME 21

Revision

☐	Title page.	Title page
☐	340-32.1 thru 340-34.3	340-33 thru 340-34.5
☐	340-61 thru 340-79	340-61 thru 340-80.1
☐	340-88.19 thru 340-88.21	340-88.19 thru 340-88.23
☐	341-83	341-83 thru 341-84.1
☐	342-9 thru 342-11	342-9 thru 342-12.1
☐	343-5 thru 343-6.1	343-5 thru 343-6.1
☐	343-16.1 thru 343-23	343-17 thru 343-24.1
☐	343-32.1 thru 343-32.2(1)	343-32.1 thru 343-32.2(1)
☐	345-41 thru 345-42.1	345-41 thru 345-42.1
☐	345-58.1	345-58.1
☐	345-91	345-91 thru 345-92.1

VOLUME 22

Revision

☐	Title page.	Title page
☐	370-9 thru 370-22.1	370-9 thru 370-22.1

VOLUME 23

Revision

☐	Title page.	Title page
☐	373-57 thru 373-58.3	373-57 thru 373-58.3
☐	381-3 thru 381-4.1	381-3 thru 381-4.1
☐	381-63 thru 381-65	381-63 thru 381-66.1
☐	381-75 thru 381-82.1	381-75 thru 381-82.1

VOLUME 25

Revision

☐	Title page.	Title page
☐	422-29 thru 422-31	422-29 thru 422-32.1
☐	423-9 thru 423-11	423-9 thru 423-12.1
☐	423-49 thru 423-51	423-49 thru 423-53

VOLUME 26

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
Revision		
☐	Title page.	Title page
☐	I-201 thru I-213.	I-201 thru I-214.1
☐	I-487.	I-487
☐	I-543 thru I-551.	I-543 thru I-552.1
☐	I-985 thru I-1009	I-985 thru I-1009

FILE IN THE FRONT OF THE FIRST VOLUME
OF YOUR SET

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

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

Please recycle removed pages.

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

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

www.lexis.com

Publication 719, Release 129, May 2018