

PUBLICATION UPDATE

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Dorsaneo, Texas Litigation Guide

Publication 719

Release 141

May 2021

HIGHLIGHTS

Expedited Actions Process

- Throughout the set, many of the Forms and Procedural Guides have been revised to incorporate the changes to the various rules that govern the expedited actions process in district courts, county courts, and probate courts [see Tex. R. Civ. P. 47(c), 169, 190.2]. These changes apply to cases filed on or after January 1, 2021, while the former rules continue to govern procedures in cases filed before that date [Texas Supreme Court, Misc. Docket No. 20-9153 (Dec. 23, 2020)]. There are three major changes to the expedited actions process:
 1. Eliminating the rule that an action containing a claim governed by the Family Code, the Property Code, the Tax Code, or Chapter 74 of

the Civil Practice & Remedies Code is exempt from the expedited actions process. An action is now exempt only if it is removed from the process by a specific statutory provision.

2. Elevating the ceiling for when the process applies from the former \$100,000 to the more substantial \$250,000. This figure includes monetary relief only, so the inclusion of a request for any non-monetary relief in the statement of relief sought [Tex. R. Civ. P. 47(c)] continues to make the expedited actions process inapplicable.
3. Changing the formula for computing the elevated ceiling. While the former \$100,000 ceiling included damages of any kind and collateral relief, the elevated ceiling of \$250,000 is based on compensatory damages only, so it excludes interest,

statutory or punitive damages and penalties, and attorney’s fees and costs [Tex. R. Civ. P. 169(a)].

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

Waiver of Arbitration Rights. In *Bierscheid v. JPMorgan Chase Bank*, 606 S.W.3d 493, 526–527 (Tex. App.—Houston [1st Dist.] 2020, pet. filed), the court of appeals held that a party waived its arbitration rights to the detriment of its opponent by participating in litigation for years and obtaining an adverse liability ruling that was upheld on appeal. See Ch. 44, *Arbitration*, § 44.02[3][a].

“Necessary or Proper” Further Relief under Tex. Civ. Prac. & Rem. Code § 37.011. This release includes *Sohani v. Sunesara*, 608 S.W.3d 532, 541 (Tex. App.—Houston [1st Dist.] 2020, no pet. h.), in which the court of appeals held that an award of attorney’s fees for prosecution of the original declaratory relief judgment action and for appeal was not an appropriate subject of an action for “necessary or proper” further relief under Tex. Civ. Prac. & Rem. Code § 37.011. See Ch. 45, *Declaratory Relief*, § 45.03.

Burden of Proof in Judicial Review of Contested Case. In *Patients Med. Ctr. v. Facility Ins. Corp.*, ___ S.W.3d ___, 2021 Tex. LEXIS 109,

*10 (Tex. 2021), the Texas Supreme Court held that to determine which party was “seeking relief” and had the burden of proof at a contested case hearing, courts should look at the “contextual whole,” rather than automatically placing the burden of proof on the party that initially requested dispute resolution. See Ch. 423, *Judicial Review*, § 423.03[2].

Business and Commercial Law

Avoiding Dismissal; Fiduciary Duties, Business Judgment Rule. In *Roels v. Valkenaar*, 2020 Tex. App. LEXIS 6684, **23–29 (Tex. App.—Austin 2020, no. pet. h.) (memo. op.), the court of appeals held that the business judgment rule protected the corporate defendants against shareholder claims because shareholders failed to allege specific conduct amounting to fraud and did not identify evidence of actual injury to the company. However, the shareholder was able to prove a prima facie case with respect to a misappropriation claim against a director because intent to obtain personal benefit was alleged. See Ch. 160A, *Corporate Management*, § 160A.02[1][b].

Election of Remedies. In *Wilkins v. Laguna Bay Condo. Ass’n*, 2020 Tex. App. LEXIS 7527, **14–16 (Tex. App.—Corpus Christi, 2020, no pet. h.) (memo. op.), the court of appeals held that a party who elects to treat a contract as continuing cannot recover damages for the entire breach and deprives itself of any excuse for ceasing performance. See Ch. 210A, *Contracts*, § 210A.42[2].

Duty to Limit Trade Secret Use;

Jury Charge. In *Title Source, Inc. v. HouseCanary, Inc.*, 2020 App. Tex. LEXIS 6835, *21, **27–31 (Tex. App.—San Antonio, 2020 pet. filed) (memo. op.), the court of appeals held that remand for new trial was warranted because appellee’s single jury charge included several theories of liability (and a definition of “improper” means that tracked the language of the statute) when there was no evidence that the appellant had misappropriated the appellee’s trade secrets other than perhaps misappropriation in violation of a duty to limit trade secret use. See Ch. 200B, *Trade Secrets*, § 200B.20[1]; see also Ch. 122 *Jury Charge*.

Employment Agreement Must Not Hinder Legitimate Competition. This release includes *Am. Surgical Assistants, Inc. v. Villareal*, 2020 Tex. App. LEXIS 8087, *7 (Tex. App.—Dallas, 2020, no pet. h.) (memo. op.), in which the court of appeals reiterated the principle that a restraint of trade is not worthy of protection when it would hinder legitimate competition between businesses and the mobility of skilled workers. The court stated that this was especially true when an employment agreement involves personal services. See Ch. 201, *Covenants Not to Compete*, §§ 201.02[3], 201.04[3] [a], [d], 201.04[4][6].

Availability of Injunctive Relief. This release includes two cases involving buyout offers. In, *Am. Surgical Assistants, Inc. v. Villareal*, 2020 Tex. App. LEXIS 8087, *7 (Tex. App.—Dallas, no pet. h.) (memo.

op.), the court of appeals held that trial court may refuse to issue a temporary injunction when there is evidence that the promisee/employer can adequately be compensated by damages caused by the promisor’s future competition. In this case, the former employer could adequately be compensated in damages as there was evidence that employer offered to release employee from non-compete clause for \$500,000; see also *Equine Sports Med. & Surgery Weatherford Div., PLLC v. Tipton*, 2020 Tex. App. LEXIS 8343, **13–15 (Tex. App.—Fort Worth, 2020, no pet. h.) (memo. op.). See Ch. 201, *Covenants Not to Compete*, § 201.02[3], 201.04[3] [a], [d], 201.04[4] 6, § 201.06[3][a], [b].

Temporary Injunction Granted. In *Thomas v. A*Med Mgmt.*, 2020 Tex. App. LEXIS 7185, **2–16 (Tex. App.—Houston [1st], 2020 no pet. h.) (memo. op.), a temporary injunction was granted to the former employer against the former employee to prevent the employee from soliciting customers with whom the former employee had dealings when evidence showed a substantial reduction of referrals after the employee left. See Ch. 201, *Covenants Not to Compete*, § 201.06[3][b].

Award of Statutory Fees and Costs. An award of attorney’s fees and costs may be awarded to an employee who satisfies certain evidentiary requirements in defending against the enforcement of an unreasonable covenant. In *Am. Surgical Assistants, Inc. v. Villareal*, 2020

Tex. App. LEXIS 8087, **16–22 (Tex. App.—Dallas, 2020, no pet. h.) (memo. op.), the court awarded attorney’s fees to the employee when it was shown that the employer was aware that the agreement was unenforceable as written, yet the employer did not change the covenant going forward and instead further sought to enforce it. See Ch. 201, *Covenants Not to Compete*, § 201.06[5][b], § 201.52.

Age & Sex Employment Discrimination Using Method of Proof Set Forth McDonnell Douglas. In *Univ. of Tex. Southwestern Med. Ctr. v. Vitetta*, 2020 Tex. App. LEXIS 7790, **11–12 (Tex. App.—Dallas, 2020 no pet. h.) (memo. op.), the court of appeals carefully explained the burden-shifting *McDonnell Douglas* framework and the standard of proof required in sex, age, disparate treatment and pretext discrimination claims. The court concludes that the employee established its prima facie discrimination claims against the university/employer. This case involved salary reduction, laboratory space and staff cut and is covered in several sections. See 203A, *Employment Litigation*, § 203A.53 [1]–[3], [5]–[7]; §§ 203A.55, 203A.56, 203A.61[2], § 203A.63[1].

Race and National Origin Discrimination Using McDonnell Douglas Framework. In *City of Dallas v. Siaw-Afriyie*, 2020 Tex. App. LEXIS 7908, **21–31 (Tex. App.—Dallas Oct. 1, 2020, no pet. h.) (memo. op.), the former employee was able to establish his prima facie

case by raising evidence of pretext concerning his non-selection for a senior IT manager position. See 203A, *Employment Litigation*, § 203A.57[2].

Insurance Litigation

Workers’ Compensation; Intentional Tort Exception. Despite the “localized-area test” of the Restatement of Torts, the creation of a dangerous job-site condition that the employer knows will eventually bring about an employee injury is insufficient under the intentional tort exception because it is based on knowledge alone, and is therefore insufficient to show the intent to cause injury to the particular employee [Berkel & Co. Contrs. v. Lee, 64 Tex. Sup. Ct. J. 155, 2020 Tex. LEXIS 1080 (Tex. 2020)]. See Ch. 340, *Workers’ Compensation*, § 340.40[2].

Liability Insurance; Duty to Defend. If a claim between the insured and a third party is resolved through arbitration instead of judgment or settlement, an insurer who wrongfully refused to defend is barred from collaterally attacking the arbitration award [Great Am. Lloyds Ins. Co. v. Vines-Herrin Custom Homes, L.L.C., 596 S.W.3d 370 (Tex. App.—Dallas 2020, pet. denied)]. See Ch. 341, *Liability Insurance*, §§ 341.04[3], 341.100[1].

Personal Injury Litigation

Negligence; Independent Contractor. A construction contract that provides for an authorized representative of the independent contractor to be present at the worksite to receive unspecified instructions is in-

sufficient to impose a duty on the owner or employer because it merely facilitates the implementation of the contract and does not show a right to control the means, methods, or details of the contractor's work [AEP Tex. Cent. Co. v. Arredondo, 64 Tex. Sup. Ct. J. 165, 2020 Tex. LEXIS 1077 (Tex. 2020)]. See Ch. 290, *Negligence*, § 290.32[1][b].

Wrongful Imprisonment; Tim Cole Act. When a court determines that it has jurisdiction to enter an order of dismissal based on actual innocence, that determination is binding on the comptroller, so compensation cannot be denied based on an independent finding that the court lacked jurisdiction [In re Brown, 64 Tex. Sup. Ct. J. 254, 2020 Tex. LEXIS 1156 (Tex. 2020) See Ch. 331, *False Imprisonment*, § 331.08[3].

Proportionate Responsibility; Conspiracy. The common law rule that all members of a civil conspiracy are jointly and severally liable survived the adoption of Civil Practices and Remedies Code Chapter 33 [Guillory v. Dietrich, 598 S.W.3d 284 (Tex. App.—Dallas 2020, pet. denied); Stephens v. Three Finger Black Shale P'ship, 580 S.W.3d 687 (Tex. App.—Eastland 2019, pet. filed)]. See Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[4][b].

Proportionate Responsibility; Settlement Credit. The jury's apportionment of responsibility is not a prerequisite to a settlement credit under either Civil Practices and Rem-

edies Code Chapter 33 or the one satisfaction rule. Despite the allocation of damages in a settlement of a health care liability claim, the trial court properly disregarded it and awarded the entire amount of the settlement as an unallocated dollar-for-dollar credit against the entire jury award [Duffey v. Sleep Ctr. of Longview, 598 S.W.3d 711 (Tex. App.—Texarkana 2020, no pet.)]. See Ch. 102, *Settlement*, 102.05[1]; Ch. 291, *Proportionate Responsibility; Contribution and Indemnity*, § 291.03[2][b]. [4][d].

Premises Liability; Statutory Immunity. When the parties stipulated that adjacent oil and water wells were separate improvements, and the claimant was injured while working on the water well, a fact issue on whether the injury resulted from a premises defect in the water well or negligent activity on the oil well barred summary judgment that Civil Practices and Remedies Code Chapter 95 applied [Wallace v. Energen Res. Corp., 603 S.W.3d 499 (Tex. App.—El Paso 2020, pet. filed)]. See Ch. 310, *Premises Liability*, § 310.02[3][d].

Premises Liability; Duty. When a retail store owner knows that a storm has damaged an outdoor sign in a way that creates a potential falling hazard, the owner has actual knowledge and must reduce the risk of harm to invitees by providing an adequate warning, or by placing a barrier that prevents walking into the zone of danger [Daniels v. Allsup's Convenience Stores, Inc., 604

S.W.3d 461 (Tex. App.—Amarillo 2020, pet. filed)]. See Ch. 310, *Premises Liability*, § 310.05[2][b].

Medical Malpractice; Health Care Liability Claim. When a patient slipped and fell on liquid while walking from a prep room to the procedure room in an area of the hospital not open to the public, the claim stated a safety-related HCLC under the factors of *Ross v. St. Luke’s Episcopal Hosp.*, 462 S.W.3d 496 (Tex. 2015) [Univ. of Tex. Med. Branch v. Jackson, 598 S.W.3d 475 (Tex. App.—Houston [14th Dist.] 2020, pet. denied)]. See Ch. 321, *Medical Malpractice*, § 321.02[2][f].

Professional Malpractice; Certificate of Merit. Decisions of engineering firm as to traffic control, placement of barricades, materials used, and other matters incident to modification of a public roadway all constituted “practice of engineering” under Occupations Code, so the claimant was required to file a certificate of merit [Whitaker v. R2M Eng’g, LLC, 603 S.W.3d 530 (Tex. App.—Amarillo 2020, pet. denied)]. See Ch. 322, *Professional Malpractice*, § 322.04[2][d].

Governmental Immunity; Scope of Employment. When an off-duty officer operating a police vehicle allegedly caused an accident when distracted by a ringing cell phone that might have called him back to active duty, a fact question was presented on the scope of employment issue [City of Hous. v. Lal, 605 S.W.3d 645 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 293, *Claims*

Against Governmental Entities, § 293.10[3][c].

Governmental Immunity; Notice of Claim. When a cruise ship passenger slipped and fell in the terminal after disembarking, but “disavowed any injury, and declined medical assistance” offered by responding personnel, the port lacked actual notice of the injury and the claimant’s failure to provide timely formal notice barred jurisdiction over the claim [Jones v. Bd. of Trs. of the Galveston Wharves, 605 S.W.3d 641 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.16[1][c].

Governmental Immunity; Use of Vehicle. Prior decision of Texas Supreme Court in *Ryder Integrated Logistics, Inc. v. Fayette County*, 453 S.W.3d 922 (Tex. 2015) (per curiam) established that officer’s activation of emergency lights can constitute an actionable “use” of the vehicle, not merely a condition that makes an accident possible [City of San Antonio v. Riojas, 604 S.W.3d 432 (Tex. App.—San Antonio 2020, no pet.)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[4][c].

Governmental Immunity; Use of Personal Property. When the claimant alleges that an X-ray machine was capable of examining an entire surgical field to locate a missing sponge, but was improperly used to examine a more limited area, those allegations state a claim for negligent use of the machine. Any medical judgment that *followed* that use does

not insulate it from suit [Univ. of Tex. Sw. Med. Ctr. v. Rhoades, 605 S.W.3d 853, 862–865 (Tex. App.—Dallas 2020, pet. filed)]. See Ch. 293, *Claims Against Governmental Entities*, § 293.10[5][c].

Citizens Participation Act; Right to Petition. When a communication relates to litigation, it falls within the right to petition under the TCPA even if a party or attorney claims that it is “sham” litigation [Shopoff Advisors, LP v. Atrium Circle, GP, 596 S.W.3d 894 (Tex. App.—San Antonio 2019, no pet.)]. See Ch. 333, *Libel and Slander*, § 333.42[3][b].

Citizens Participation Act; “Legal Action” Requirement. A request for a presuit deposition falls entirely outside the scope of the TCPA because it is not a covered “legal action” [Hous. Tennis Ass’n v. Thibodeaux, 602 S.W.3d 712 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 333, *Libel and Slander*, § 333.42[3][a].

Citizens Participation Act; Appellate Jurisdiction. The inapplicability of the TCPA does not affect appellate jurisdiction over an interlocutory appeal [Hous. Tennis Ass’n v. Thibodeaux, 602 S.W.3d 712, 719 (Tex. App.—Houston [14th Dist.] 2020, no pet.)]. See Ch. 333, *Libel and Slander*, § 333.42[8].

Citizens Participation Act; Appeal. When the court denies a TCPA motion in part without reserving the issue of costs and attorney’s fees, an appeal taken from a subsequent award of costs and attorney’s fees brings up only that issue, not the

original order partially denying the motion [Eureka Holdings Acquisitions, L.P. v. Marshall Apartments, LLC, 597 S.W.3d 921 (Tex. App.—Austin 2020, pet. denied)]. See Ch. 333, *Libel and Slander*, § 333.42[7], [8].

Real Estate Litigation

Oil and Gas Leases; Continuous Development Clause. Due to the presumption against termination of the lease, an ambiguity in the language of a continuous development clause could not be enforced as a special limitation to terminate the lessee’s interest [Endeavor Energy Res., L.P. v. Energen Res. Corp., 64 Tex. Sup. Ct. J. 230, 2020 Tex. LEXIS 1155 (Tex. 2020)]. See Ch 283, *Oil and Gas Leases*, § 283.01[2][b].

Condemnation; Project Influence Rule. Because a more profitable high-density development plan was no longer feasible, the trial court properly admitted all evidence of market value based on the project influence rule, including what would have been the highest and best use of the property if condemnation had not occurred [State v. CC Telge Rd., Ltd. P’ship, 605 S.W.3d 742 (Tex. App.—Houston [1st Dist.] 2020, pet. filed)]. See Ch 261, *Condemnation*, § 261.31[1], [2].

Statutory Common Nuisance; Attorney’s Fees. Under Civil Practices and Remedies Code Section 125.003(d), a defendant who defeats a suit to enjoin a common nuisance is eligible for an attorney’s fees award, but setting a reasonable amount is an

issue for the court, not the jury [Meyers v. 8007 Burnet Holdings, LLC, 600 S.W.3d 412 (Tex. App.—El Paso 2020, pet. denied)]. See Ch 280, *Adjoining Landowners*, § 280.13[2].

Easements; Scope of Express Agreement. An express easement permitting the holder to “construct, maintain and operate pipe lines” (emphasis added) was a multiple pipeline blanket easement authorizing construction of a new pipeline anywhere on the property, provided that the holder’s use did not unreasonably interfere with the rights of the surface owner [Atmos Energy Corp. v. Paul, 598 S.W.3d 431 (Tex. App.—Fort Worth 2020, no pet.)]. See Ch. 281, *Easements*, § 281.06[1][a].

Real Property Taxes; Appraisal Due to Change in Use. Only those rollback taxes specifically authorized by Tex. Tax Code § 23.55 may be imposed in conjunction with a change in use, so even if a landowner concedes that property no longer qualifies for open space appraisal, that change becomes effective in the next tax year, and the appraisal district may not reassess the property for the year of the change [McKinney Millennium, LP v. Collin Cent. Appraisal Dist., 599 S.W.3d 57, 60–63 (Tex. App.—Dallas 2020, pet. filed)].

See Ch 260, *Real Property Tax Suits*, § 260.02[1][a].

Real Estate Sales Contracts; “As Is” Clause. The inclusion of valid “as is” and disclaimer of reliance clauses in a residential sales contract barred all claims for fraudulent inducement, common law and statutory fraud, negligent misrepresentation, and the DTPA [Pogue v. Williamson, 605 S.W.3d 656 (Tex. App.—Houston [1st Dist.] 2020, no pet.)]. See Ch. 252, *Real Estate Sales Contracts*, §§ 252.23[2], 252.24[2].

Real Estate Sales Contracts; Offer and Acceptance. When the sellers responded to an unsolicited purchase offer by returning it with a higher proposed price, that constituted a counteroffer that the buyer accepted by tendering the amount proposed [McGehee v. Endeavor Acquisitions, LLC, 603 S.W.3d 515 (Tex. App.—El Paso 2020, no pet.)]. See Ch. 252, *Real Estate Sales Contracts*, § 252.02[2].

Estate Planning

Will Construction. Chapter 342 has been updated to include new additions to the body of case law concerning will construction.

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<input type="checkbox"/>	233-171 thru 233-179	233-171 thru 233-179
<input type="checkbox"/>	234-101 thru 234-103	234-101 thru 234-103

VOLUME 16

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	235-85 thru 235-93	235-85 thru 235-93
<input type="checkbox"/>	235-107	235-107
<input type="checkbox"/>	236-51	236-51
<input type="checkbox"/>	236-73 thru 236-75	236-73 thru 236-75
<input type="checkbox"/>	236-85	236-85
<input type="checkbox"/>	240-85	240-85
<input type="checkbox"/>	240-109	240-109
<input type="checkbox"/>	241-27	241-27
<input type="checkbox"/>	241-43 thru 241-47	241-43 thru 241-47
<input type="checkbox"/>	242-63 thru 242-65	242-63 thru 242-65
<input type="checkbox"/>	242-91 thru 242-99	242-91 thru 242-99

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	250-57 thru 250-65	250-57 thru 250-66.1
<input type="checkbox"/>	251-31 thru 251-43	251-31 thru 251-43
<input type="checkbox"/>	251-59 thru 251-61	251-59 thru 251-61
<input type="checkbox"/>	252-34.1	252-34.1 thru 252-34.2(1)
<input type="checkbox"/>	252-69 thru 252-75	252-69 thru 252-76.11
<input type="checkbox"/>	252-87 thru 252-91	252-87 thru 252-92.1
<input type="checkbox"/>	253-75 thru 253-85	253-75 thru 253-85
<input type="checkbox"/>	253-105	253-105 thru 253-106.1

Check As Done	<i><u>Remove Old Pages Numbered</u></i>	<i><u>Insert New Pages Numbered</u></i>
<input type="checkbox"/>	254-54.1 thru 254-61	254-55 thru 254-62.1
<input type="checkbox"/>	254-77	254-77
<input type="checkbox"/>	255-72.1 thru 255-73	255-73 thru 255-74.11
<input type="checkbox"/>	255-82.7 thru 255-93	255-83 thru 255-94.1
<input type="checkbox"/>	255-105 thru 255-113	255-105 thru 255-113
<input type="checkbox"/>	256-61 thru 256-73	256-61 thru 256-74.1
<input type="checkbox"/>	256-89 thru 256-91	256-89 thru 256-91
<input type="checkbox"/>	257-35 thru 257-47	257-35 thru 257-47
<input type="checkbox"/>	257-61 thru 257-65	257-61 thru 257-65
<input type="checkbox"/>	260-8.1 thru 260-9	260-9 thru 260-10.1
<input type="checkbox"/>	260-23	260-23 thru 260-24.1
<input type="checkbox"/>	260-88.1 thru 260-89	260-89 thru 260-90.1
<input type="checkbox"/>	260-94.41 thru 260-94.61	260-94.41 thru 260-94.61
<input type="checkbox"/>	260-96.7 thru 260-96.11	260-96.7 thru 260-96.11
<input type="checkbox"/>	260-109 thru 260-113	260-109 thru 260-113
<input type="checkbox"/>	261-29	261-29 thru 261-30.1
<input type="checkbox"/>	261-72.1 thru 261-73	261-73 thru 261-74.1
<input type="checkbox"/>	261-147 thru 261-161	261-147 thru 261-162.1
<input type="checkbox"/>	261-171 thru 261-183	261-171 thru 261-183

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	270-85 thru 270-95	270-85 thru 270-95
<input type="checkbox"/>	270-107 thru 270-111	270-107 thru 270-112.1
<input type="checkbox"/>	270-121 thru 270-127	270-121 thru 270-125
<input type="checkbox"/>	270A-37	270A-37
<input type="checkbox"/>	270A-49 thru 270A-51	270A-49 thru 270A-51
<input type="checkbox"/>	270A-63 thru 270A-65	270A-63 thru 270A-65
<input type="checkbox"/>	271-79 thru 271-89	271-79 thru 271-89
<input type="checkbox"/>	280-41 thru 280-43	280-41 thru 280-43
<input type="checkbox"/>	280-58.1 thru 280-65	280-59 thru 280-66.5
<input type="checkbox"/>	280-79	280-79
<input type="checkbox"/>	280-113	280-113
<input type="checkbox"/>	281-10.1 thru 281-12.1	281-11 thru 281-12.1
<input type="checkbox"/>	281-56.1 thru 281-56.3	281-56.1 thru 281-56.3
<input type="checkbox"/>	281-67 thru 281-69	281-67 thru 281-69
<input type="checkbox"/>	281-79 thru 281-93	281-79 thru 281-94.1
<input type="checkbox"/>	281-125 thru 281-129	281-125 thru 281-129
<input type="checkbox"/>	282-49	282-49 thru 282-50.1
<input type="checkbox"/>	282-97 thru 282-98.1	282-97 thru 282-98.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	282-118.1 thru 282-118.3	282-118.1 thru 282-118.3
<input type="checkbox"/>	282-118.19 thru 282-120.1	282-118.19 thru 282-118.27
<input type="checkbox"/>	282-135 thru 282-136.1	282-135 thru 282-136.1
<input type="checkbox"/>	282-168.1.	282-168.1
<input type="checkbox"/>	283-43 thru 283-44.1	283-43 thru 283-44.2(1)
<input type="checkbox"/>	283-44.9 thru 283-44.10(1).	283-44.9 thru 283-44.10(1)
<input type="checkbox"/>	283-90.7 thru 283-101.	283-91 thru 283-102.1
<input type="checkbox"/>	283-111	283-111
<input type="checkbox"/>	284-21 thru 284-33	284-21 thru 284-33
<input type="checkbox"/>	285-46.25 thru 285-55.	285-47 thru 285-56.1
<input type="checkbox"/>	285-67 thru 285-69	285-67 thru 285-69

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	290-99 thru 290-108.3.	290-99 thru 290-108.3
<input type="checkbox"/>	290-125 thru 290-127	290-125 thru 290-127
<input type="checkbox"/>	290-197 thru 290-199	290-197 thru 290-199
<input type="checkbox"/>	290-209 thru 290-211	290-209 thru 290-211
<input type="checkbox"/>	291-40.6(1) thru 291-40.19.	291-40.7 thru 291-40.29
<input type="checkbox"/>	291-81 thru 291-85	291-81 thru 291-86.1
<input type="checkbox"/>	292-24.1 thru 292-35	292-25 thru 292-36.3
<input type="checkbox"/>	293-22.1 thru 293-22.2(1)	293-22.1 thru 293-22.2(1)
<input type="checkbox"/>	293-49 thru 293-55	293-49 thru 293-56.1
<input type="checkbox"/>	293-67 thru 293-70.11.	293-67 thru 293-70.13
<input type="checkbox"/>	293-136.5 thru 293-136.8(2)(b)(iii)	293-136.5 thru 293-136.8(2)(b)(iii)
<input type="checkbox"/>	293-143 thru 293-147	293-143 thru 293-147
<input type="checkbox"/>	293-157	293-157 thru 293-158.1
<input type="checkbox"/>	293-169 thru 293-170.1	293-169 thru 293-170.1
<input type="checkbox"/>	294-21 thru 294-23	294-21 thru 294-24.1
<input type="checkbox"/>	294-143 thru 294-145	294-143 thru 294-146.1
<input type="checkbox"/>	294-157	294-157
<input type="checkbox"/>	300-51 thru 300-55	300-51 thru 300-55
<input type="checkbox"/>	300-81	300-81
<input type="checkbox"/>	301-23 thru 301-39	301-23 thru 301-37
<input type="checkbox"/>	302-32.9 thru 302-39	302-33 thru 302-39
<input type="checkbox"/>	310-13 thru 310-14.1	310-13 thru 310-14.1
<input type="checkbox"/>	310-28.1	310-28.1 thru 310-28.2(1)
<input type="checkbox"/>	310-48.1 thru 310-49	310-49 thru 310-50.1
<input type="checkbox"/>	310-67 thru 310-75	310-67 thru 310-75
<input type="checkbox"/>	310-105	310-105 thru 310-106.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	311-28.1 thru 311-35	311-29 thru 311-36.1

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	320-29	320-29 thru 320-30.1
<input type="checkbox"/>	320-77 thru 320-79	320-77 thru 320-80.1
<input type="checkbox"/>	320-91	320-91
<input type="checkbox"/>	320-117	320-117
<input type="checkbox"/>	321-29 thru 321-30.2(1)	321-29 thru 321-30.2(1)
<input type="checkbox"/>	321-94.3	321-94.3
<input type="checkbox"/>	321-127 thru 321-131	321-127 thru 321-131
<input type="checkbox"/>	321-145 thru 321-147	321-145 thru 321-148.1
<input type="checkbox"/>	322-54.7	322-54.7 thru 322-54.8(1)
<input type="checkbox"/>	322-61 thru 322-71	322-61 thru 322-72.1
<input type="checkbox"/>	323-15 thru 323-21	323-15 thru 323-21
<input type="checkbox"/>	330-31 thru 330-49	330-31 thru 330-49
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<input type="checkbox"/>	331-45 thru 331-51	331-45 thru 331-51
<input type="checkbox"/>	332-27 thru 332-43	332-27 thru 332-43
<input type="checkbox"/>	333-88.1 thru 333-107.	333-89 thru 333-108.47
<input type="checkbox"/>	333-140.1 thru 333-142.1	333-141 thru 333-142.3
<input type="checkbox"/>	334-16.1 thru 334-24.1	334-17 thru 334-24.3
<input type="checkbox"/>	335-53 thru 335-61	335-53 thru 335-61
<input type="checkbox"/>	335-69 thru 335-73	335-69 thru 335-73
<input type="checkbox"/>	335A-95 thru 335A-125	335A-95 thru 335A-125
<input type="checkbox"/>	336-60.1 thru 336-63	336-61 thru 336-64.7
<input type="checkbox"/>	336-72.1	336-72.1
<input type="checkbox"/>	337-29 thru 337-35	337-29 thru 337-36.1

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-21	340-21 thru 340-22.1
<input type="checkbox"/>	340-62.1 thru 340-62.5	340-62.1 thru 340-62.5
<input type="checkbox"/>	340-88.3 thru 340-88.4(1)	340-88.3 thru 340-88.4(1)
<input type="checkbox"/>	340-99 thru 340-107.	340-99 thru 340-108.1
<input type="checkbox"/>	340-122.1 thru 340-129	340-123 thru 340-131
<input type="checkbox"/>	341-34.3 thru 341-34.7	341-34.3 thru 341-34.7
<input type="checkbox"/>	341-122.1 thru 341-133	341-123 thru 341-134.1

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<input type="checkbox"/>	341-161	341-161 thru 341-162.1
<input type="checkbox"/>	342-26.1 thru 342-43	342-27 thru 342-44.3
<input type="checkbox"/>	343-32.15 thru 343-51	343-33 thru 343-53
<input type="checkbox"/>	344-77 thru 344-95	344-77 thru 344-95
<input type="checkbox"/>	345-48.3 thru 345-48.5	345-48.3 thru 345-48.5
<input type="checkbox"/>	345-100.1 thru 345-117	345-101 thru 345-118.3
<input type="checkbox"/>	345-135	345-135 thru 345-136.1
<input type="checkbox"/>	345-163 thru 345-177	345-163 thru 345-173

VOLUME 22

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	360A-29 thru 360A-33	360A-29 thru 360A-34.1
<input type="checkbox"/>	361-7 thru 361-17	361-7 thru 361-17
<input type="checkbox"/>	362-20.1	362-20.1
<input type="checkbox"/>	362-38.1 thru 362-55	362-39 thru 362-56.5
<input type="checkbox"/>	363-23 thru 363-25	363-23 thru 363-26.1
<input type="checkbox"/>	363-71 thru 363-75	363-71 thru 363-76.1
<input type="checkbox"/>	363-106.1 thru 363-120.1	363-107 thru 363-120.5
<input type="checkbox"/>	370-9 thru 370-17	370-9 thru 370-17
<input type="checkbox"/>	371-50.5 thru 371-50.7	371-50.5 thru 371-50.7
<input type="checkbox"/>	371A-37 thru 371A-39	371A-37 thru 371A-39
<input type="checkbox"/>	371A-94.1 thru 371A-97.	371A-95 thru 371A-98.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	372-52.1 thru 372-53	372-53 thru 372-54.1
<input type="checkbox"/>	380-36.1 thru 380-37	380-37 thru 380-38.5
<input type="checkbox"/>	381-19 thru 381-25	381-19 thru 381-26.1
<input type="checkbox"/>	381-105 thru 381-111	381-105 thru 381-112.1

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	392-146.1.	392-146.1
<input type="checkbox"/>	393-85 thru 393-86.1	393-85 thru 393-86.1
<input type="checkbox"/>	394-28.1 thru 394-29	394-29 thru 394-30.1

Check As Done	<i>Remove Old <u>Pages Numbered</u></i>	<i>Insert New <u>Pages Numbered</u></i>
<input type="checkbox"/>	394-78.1	394-78.1
<input type="checkbox"/>	394-98.1 thru 394-107.	394-99 thru 394-107

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	421-9 thru 421-11	421-9 thru 421-12.1
<input type="checkbox"/>	421-19	421-19 thru 421-20.1
<input type="checkbox"/>	421-27 thru 421-33	421-27 thru 421-33
<input type="checkbox"/>	423-19 thru 423-30.3	423-19 thru 423-30.3
<input type="checkbox"/>	423-47 thru 423-51	423-47 thru 423-51
<input type="checkbox"/>	425-11 thru 425-12.1	425-11 thru 425-12.1

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-543	I-543 thru I-544.1
<input type="checkbox"/>	I-589	I-589 thru I-590.1
<input type="checkbox"/>	I-663 thru I-671	I-663 thru I-671
<input type="checkbox"/>	I-833	I-833 thru I-834.1
<input type="checkbox"/>	I-875 thru I-881	I-875 thru I-882.1

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