

**WEINSTEIN MANAGEMENT CO.,
INC. AND WMCI DALLAS X, LLC,
Plaintiffs and Counter-Defendants,**

v.

**KATHRYN COPELAND,
Defendant and Counter-Plaintiff.**

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

141ST JUDICIAL DISTRICT

**Defendant's Verified Motion for Limited Reconsideration of October 29, 2025 Order &
Temporary Mandatory Injunction Request**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant respectfully moves for limited reconsideration of the Court's October 29, 2025 order based on material changes occurring after that ruling and judicial admissions in the record establishing liability as a matter of law.

I. INCORPORATION OF PRIOR FILINGS

Defendant incorporates by reference all prior filings, affidavits, and exhibits previously submitted.

II. LEGAL STANDARD

A trial court has inherent authority to reconsider interlocutory orders before final judgment. *Remington Arms Co. v. Caldwell*, 850 S.W.2d 167, 170 (Tex. 1993). Reconsideration is appropriate when:

1. New evidence emerges after the hearing
2. Material circumstances change
3. Legal error warrants correction

All three grounds apply.

Judicial Admissions Standard

Assertions of fact in live pleadings constitute formal judicial admissions that are conclusive, relieve the opposing party of the burden of proof, and bar the admitting party from disputing them. *Houston First Am. Sav. v. Musick*, 650 S.W.2d 764, 767 (Tex. 1983); *Holy Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562, 568 (Tex. 2001).

III. UNDISPUTED FACTS ESTABLISHED BY JUDICIAL ADMISSIONS

Plaintiffs' Answer filed October 20, 2025 contains binding admissions establishing all elements of constructive eviction:

Element	Plaintiffs' Exact Words	Citation
Uninhabitable condition	"necessary repair/remediation work"; "full environmental cleaning on the entire apartment"	Ex. C, pp. 5-6
Failure to repair	"the remediation and repair work for Defendant's apartment continues" (filed 93 days after discovery)	Ex. C, p. 8
Forced displacement	"Defendant was relocated to a high-end hotel [paid for by Plaintiffs]"	Ex. C, p. 5
Quantified damages	"Plaintiffs have incurred an amount that exceeds \$40,000.00 for hotel lodging and pet boarding since July 14, 2025"	Ex. C, p. 7

Legal Effect: Under *Hamaker v. Newman*, 641 S.W.3d 867 (Tex. App.—Fort Worth 2022, pet. denied), when mold and uninhabitable conditions force a tenant to vacate and the landlord fails to make timely repairs, constructive eviction is established as a matter of law.

Hamaker is binding precedent from the Second Court of Appeals, the appellate court for this district. In *Hamaker*, tenants vacated due to mold and uninhabitable conditions. *Id.* at 871. The landlord failed to make timely repairs despite notice. *Id.* The Fort Worth Court held that these facts established constructive eviction as a matter of law, requiring no further proof beyond the landlord's admissions. *Id.* at 875. Here, Plaintiffs' October 20 Answer admits every element *Hamaker* requires: uninhabitable mold conditions necessitating "full environmental cleaning,"

forced displacement with Plaintiffs paying \$40,000+ for alternative housing, and ongoing failure to complete repairs 150+ days after notice.

IV. CHANGED CIRCUMSTANCES SINCE OCTOBER 29, 2025

Three material events have occurred since the Court's ruling:

A. New Evidence: Written Housing Commitment and Its Breach

New Evidence Not Before the Court on October 29:

- On August 15, 2025, Tokio Marine adjuster Amye R. Brochstein stated in writing: "The temporary housing/hotel will be extended **until the remediation is completed.**" (*Ex. F*)
- This written commitment establishes a clear condition precedent: housing continues until remediation completion. The Court did not have this evidence at the October 29 hearing.
- On November 3, 2025, Tokio Marine breached this commitment, stating: "As your lease expired on October 26, 2025, there is no further obligation." (*Ex. G*)
- The condition precedent has not been satisfied. Plaintiffs admit "remediation work continues" (*Ex. C*, p. 8). No clearance certificates have been issued. Lease expiration does not satisfy the condition precedent stated in the August 15 commitment.

B. Timeline of Events

Date	Event	Source
Aug 15, 2025	Written commitment: housing "until remediation completed"	Ex. F
Aug 26, 2025	Lease non-renewal notice issued (11 days later)	Record
Oct 20, 2025	Plaintiffs admit "remediation continues"	Ex. C, p. 8
Oct 26, 2025	Lease expires	Record
Nov 3, 2025	Housing withdrawn despite incomplete remediation	Ex. G
Nov 6, 2025	Notice to Vacate issued for \$10,898.79	Ex. L

C. Collection Demand for Uninhabitable Period (November 6, 2025)

Plaintiffs issued Notice to Vacate demanding \$10,898.79 for August-November 2025 rent. (*Ex. L*)

This collection demand was issued seven days after the Court's October 29 ruling.

During this period, Plaintiffs admit the unit required "full environmental cleaning," paid \$40,000+ for alternative housing, and remediation remained incomplete.

Under *Davidow v. Inwood North Professional Group-Phase I*, 747 S.W.2d 373, 377 (Tex. 1988), a tenant deprived of beneficial use due to landlord's breach is entitled to rent abatement. Plaintiffs cannot collect rent for a period they admit the unit was uninhabitable.

V. APPLICATION OF LAW

A. Probable Right to Relief

1. Constructive Eviction

All elements established by judicial admissions. *Hamaker*, 641 S.W.3d at 875.

2. Breach of Implied Warranty of Habitability

Texas Property Code § 92.056 required repairs within 7 days. 150+ days have elapsed.

3. Promissory Estoppel

August 15 written commitment + reasonable reliance + breach on November 3 + condition precedent unsatisfied = enforceable obligation.

4. Rent Abatement

Plaintiffs cannot collect rent for months they paid \$40,000 to house Defendant elsewhere. *Davidow*, 747 S.W.2d at 377.

B. Irreparable Injury

Defendant faces immediate and irreparable harm that cannot be adequately compensated by monetary damages after trial:

1. **Housing instability** pending trial (May 2026) creates ongoing harm to Defendant and her minor children
2. **Loss of access to personal property** for 4+ months while remediation remains incomplete prevents Defendant from meeting basic needs
3. **Enforcement of the August 15 contractual commitment** requires injunctive relief; breach of contract damages would be inadequate where the commitment's condition precedent (remediation completion) remains unsatisfied
4. **Risk of property spoliation** without licensed MAC oversight and chain of custody will irreparably harm Defendant's ability to prove damages at trial

Loss of housing stability cannot be fully compensated by monetary damages after trial.

Butnaru v. Ford Motor Co., 84 S.W.3d 198, 204 (Tex. 2002).

C. Status Quo Preservation

The status quo is the housing arrangement Plaintiffs established and maintained July 14 through October 26, 2025. The requested relief restores that arrangement pending trial or remediation completion. *University of Texas v. Camenisch*, 451 U.S. 390, 395 (1981).

D. Balance of Equities

Current situation: Defendant has no access to housing or property for 4+ months while remediation remains incomplete.

Requested relief: Continue temporary housing arrangement already established by Plaintiffs at reduced monthly cost (\$7,950 vs. current \$11,538).

Duration: Through trial (May 2026) or remediation completion with clearance certificates.

E. Public Interest

The requested relief enforces the August 15 contractual commitment, Texas Property Code requirements, and prevents burden-shifting to public services.

VI. REQUESTED RELIEF

Defendant requests the Court modify its October 29 order as follows:

1. Temporary Housing

Order Plaintiffs to provide temporary housing through trial or remediation completion (whichever occurs first) at a monthly rate not to exceed Plaintiffs' established expenditure rate.

Since the October 29 hearing, Defendant has identified available housing at 3841 Englewood Ln, Fort Worth at \$7,950/month (utilities included)—31% less than Plaintiffs' current \$11,538/month expenditure. The property is furnished and available December 8, 2025.

Alternative: Plaintiffs may provide comparable housing of their selection.

2. Property Management

Order Plaintiffs to choose within 14 days:

- a) Licensed MAC decontamination per September 8, 2025 protocol (Ex. B) and return to Defendant, **OR**
- b) Payment of replacement cost value, **OR**
- c) Provision of furnished housing (eliminating immediate property access issues)

Pending election: No disposal or movement without Court order; photographic inventory; supervised access to essential items.

3. Stay of Collection

Temporarily enjoin collection of rent for August-November 2025 (period of admitted uninhabitability) and withdrawal of November 6 Notice to Vacate (Ex. L).

4. Status Conference

Set status conference within 7-14 days to establish remediation completion timeline.

VII. CONCLUSION

Plaintiffs' judicial admissions establish liability as a matter of law. The only remaining dispute is damages amount.

The requested relief:

- Restores the status quo Plaintiffs established in July 2025
- Enforces the August 15 written commitment while its condition precedent remains unsatisfied
- Costs Plaintiffs \$1,588/month **less** than current expenditure
- Preserves property and evidence pending trial

PRAYER

WHEREFORE, Defendant respectfully prays that the Court:

1. **GRANT** this Motion for Limited Reconsideration;
2. **MODIFY** the October 29 order to grant relief specified in Section VI;
3. **SET** status conference within 14 days; and
4. In the alternative, if the Court declines to grant relief, issue written findings addressing:
 - a) Whether the November 3, 2025 housing withdrawal (occurring after the October 29 hearing) constitutes a material change in circumstances warranting reconsideration;
 - b) Whether Plaintiffs may collect rent for August-November 2025 (via the November 6 Notice to Vacate issued after the Court's ruling) while simultaneously maintaining in sworn pleadings that the unit was uninhabitable during that period; and

- c) Whether the condition precedent stated in the August 15 commitment ("until remediation is completed") has been satisfied when Plaintiffs admit in their October 20 Answer that "remediation continues."
5. **GRANT** such other relief as the Court deems proper.

REQUEST FOR EXPEDITED RULING: Due to the November 6 collection demand, pending remediation, and end of current hotel stay, Defendant respectfully requests ruling on or before Friday, November 21, 2025 at 12:00 PM.

Respectfully submitted,



KATHRYN COPELAND
State Bar No. 24086056
405 Crawford St. #2145
Fort Worth, Texas 76104
Tel: (817) 789-8498
Katie@CopelandLawTexas.com
Defendant and Counter-Plaintiff, Attorney Pro Se

**UNSWORN DECLARATION PURSUANT TO
TEXAS CIVIL PRACTICE & REMEDIES CODE 132**

"My name is Kathryn Marie Copeland, my date of birth is June 28, 1985 and my current address is 405 Crawford Street #2145, Fort Worth, TX 76104 in the United States of America. I declare under penalty of perjury that the foregoing is true and correct. Executed in Tarrant County, State of Texas, on November 19, 2025."



KATHRYN COPELAND

CERTIFICATE OF CONFERENCE

A conference was held on November 6, 2025 via email with Michelle Sortor on the merits of this motion. A reasonable effort was made to resolve the dispute without court intervention and the effort failed. Therefore, it is presented to the Court for determination.


KATHRYN COPELAND

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this motion was served on November 13, 2025 via electronic service to:

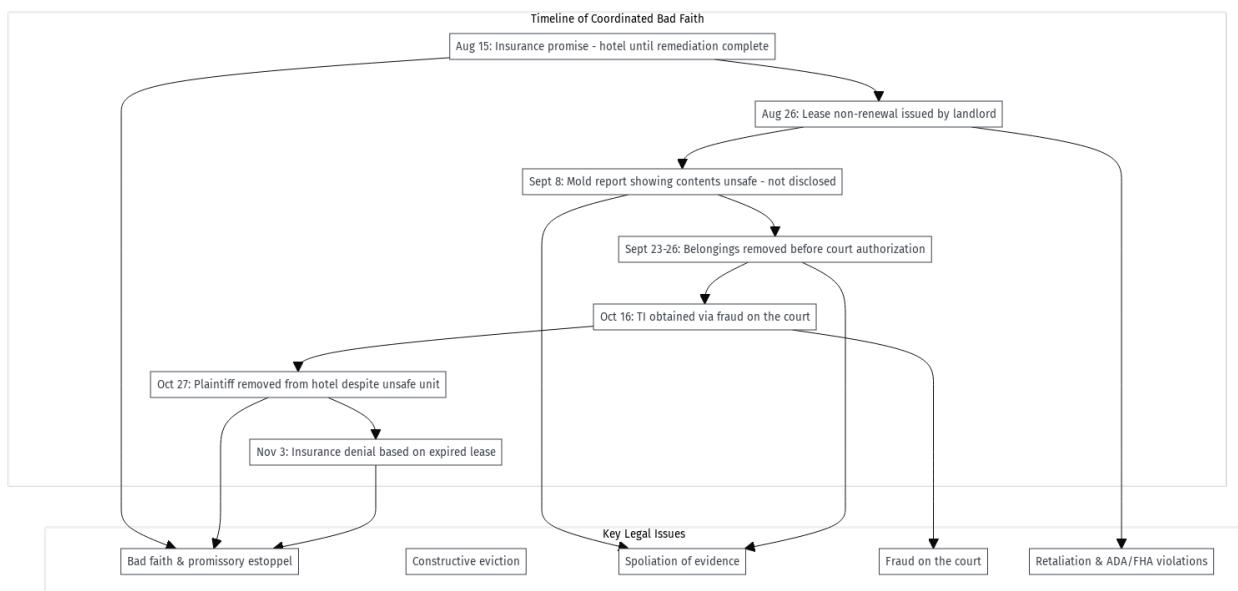
Glynis L. Zavarelli
Wentz & Zavarelli, LLP
gzavarelli@wandzlaw.com

Michelle S. Sortor
Wentz & Zavarelli, LLP
msortor@wandzlaw.com

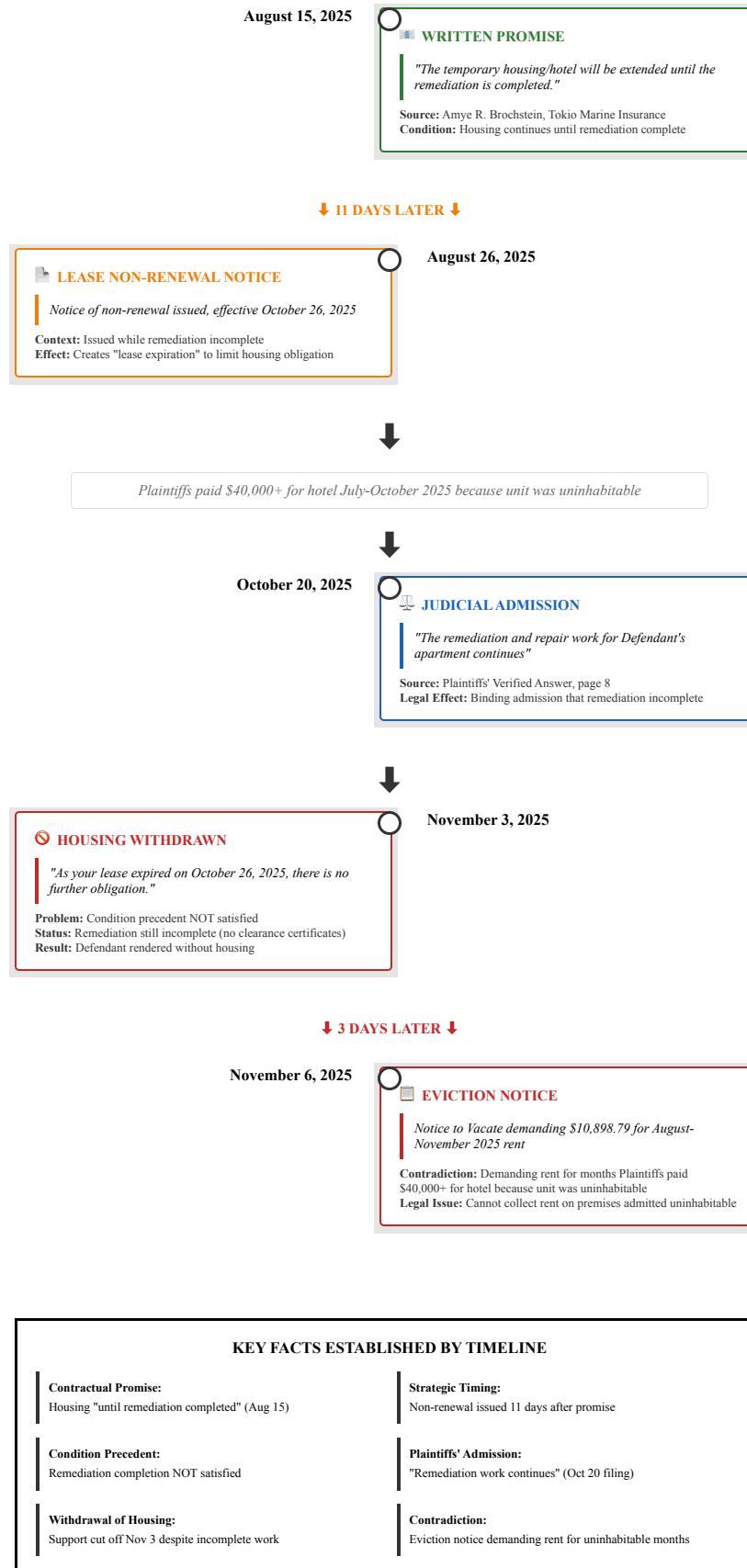

KATHRYN COPELAND

EXHIBIT LIST

- **Exhibit B:** Dallas Mold Consultants Mold Assessment Consultant Protocol, Project No. Weinstein-090225, filed with Texas Department of Licensing and Regulation (September 8, 2025)
- **Exhibit C:** Plaintiffs' Answer to Defendant's Counterclaims (filed October 20, 2025)
- **Exhibit F:** Email from Amye R. Brochstein, Tokio Marine Senior Claims Specialist, to Kathryn Copeland re: temporary housing commitment (August 15, 2025)
- **Exhibit G:** Email from Amye R. Brochstein, Tokio Marine Senior Claims Specialist, to Kathryn Copeland re: withdrawal of housing support (November 3, 2025)
- **Exhibit L:** Notice to Vacate for Non-Payment of Rent issued by Plaintiffs (November 6, 2025)



Visual Timeline of Material Events



**Ex. B: Dallas Mold
Consultants Report
(September 8, 2025)**



**DALLAS MOLD
CONSULTANTS**

**8080 N Central Expressway, Suite 1700
Dallas, TX 75206
972-945-MOLD (6653)
www.dallasmoldconsultants.com**



MOLD REMEDIATION PROTOCOL

**Project No: Weinstein-090225
Inspection Date: 09/02/2025
Remediation Protocol Date:
09/08/2025**

Prepared By:

Dallas Mold Consultants
8080 N Central Expressway, Suite 1700
Dallas, TX 75206
972-945-MOLD (6653)
office@dallasmoldconsultants.com

**220 E Broadway Ave. #2145
Ft. Worth, TX 76104**

Prepared For:

Weinstein Properties
Pamela Quinn
804.283.4708
pquinn@weinsteinproperties.com

Written By:

Dayna Boor

Licensed Mold Assessment Consultant - TDLR # MAC1687, Exp. 02/27/2026
Licensed Mold Remediation Contractor - TDLR # MRC1602, Exp. 04/02/2027

Table of Contents

Section 1.0 Project Background	3
1.1 Site Description	3
1.2 Initial Observations	3
1.3 Initial Microbial Sampling Results	4
1.4 Reliance	5
Section 2.0 Regulations and Notices	6
2.1 Texas Mold Assessment and Remediation Regulations	6
2.2 TAHPR - Texas Asbestos Health Protection Rules	6
2.3 Lead Based Paint	6
Section 3.0 Containments and PPE.....	7
3.1 Containments	7
3.2 PPE	7
Section 4.0 Specific Remediation Requirements	8
4.1 Project Diagram	8
4.2 Cleaning Procedures	9
Section 5.0 Post Remediation Assessment and Clearance Criteria.....	10
5.1 Visual Inspection	10
5.2 Sampling	10
5.3 Clearance Criteria	11
Section 6.0 Photographic Documentation	12
6.1 Photographs	12
Section 7.0 Credentials	15
Attachment 1 - EPA Table 2	16
Attachment 2 - EPA Cleanup Methods	17
Attachment 3 - CMIS (Consumer Mold Information Sheet).....	18

Section 1.0 Project Background

1.1 Site Description

Building Type: Residential, Multi-Family, Apartment, 1st Floor, Slab Foundation

Age: 2019

Scope: Demolition, Content Cleaning, Environmental Cleaning, HVAC System and Duct Cleaning

1.2 Initial Observations and Findings

Clients requested a mold inspection and remediation protocol write-up after a water loss related to the HVAC condensation drain line caused water damage to the mechanical closet and guest bedroom of this unit.

At the time of inspection the humidity is ~63% Rh and there is visible growth on the inside of the utility closet, behind baseboard in the hallway, and behind baseboard in the guest bedroom behind the utility closet.

The laminate flooring surrounding the area has elevated moisture readings.

Remediation workers put up some containment. There is no equipment on site and no negative pressure on the containment.

Air samples were collected in the mechanical closet hallway, guest bedroom, living room, and master bedroom for comparison with an outdoor air sample.

Tape lift samples were collected from visible growth on the drywall in the hallway and in the guest bedroom for lab analysis.

FINDINGS and RECOMMENDATIONS:

The indoor air samples show contamination with *Aspergillus* and *Chaetomium* mold spores throughout the apartment. *Chaetomium* mold is associated with long-term water damage on building materials.

Due to elevated molds in the air samples, all contents in the apartment should be considered contaminated.

See lab results on next page.

See pictures on pages 12-14.

Recommending mold remediation, content cleaning, environmental cleaning, and HVAC cleaning as outlined in this protocol on **pages 7-11**.

STATE NOTIFICATION

The material to be removed and cleaned is greater than 25 square feet which requires state notification and a 5-day waiting period before remediation can begin. The total of all material removal specified in this protocol is based on areas of visible mold growth, elevated moisture levels, and visible water damaged material observed during the mold inspection performed on 09/02/2025.

Section 1.3

Initial Microbial Sampling Results

Air samples collected using Zefon Bio-Pump with Air-O-Cell cassette at a flow rate of 15 LPM.

Baseline outdoor sample collected and indoor air samples collected in the mechanical closet hallway, guest bedroom, living room, and master bedroom.

Surface tape lift samples collected from visible growth in the hallway and in the guest bedroom behind the baseboards.

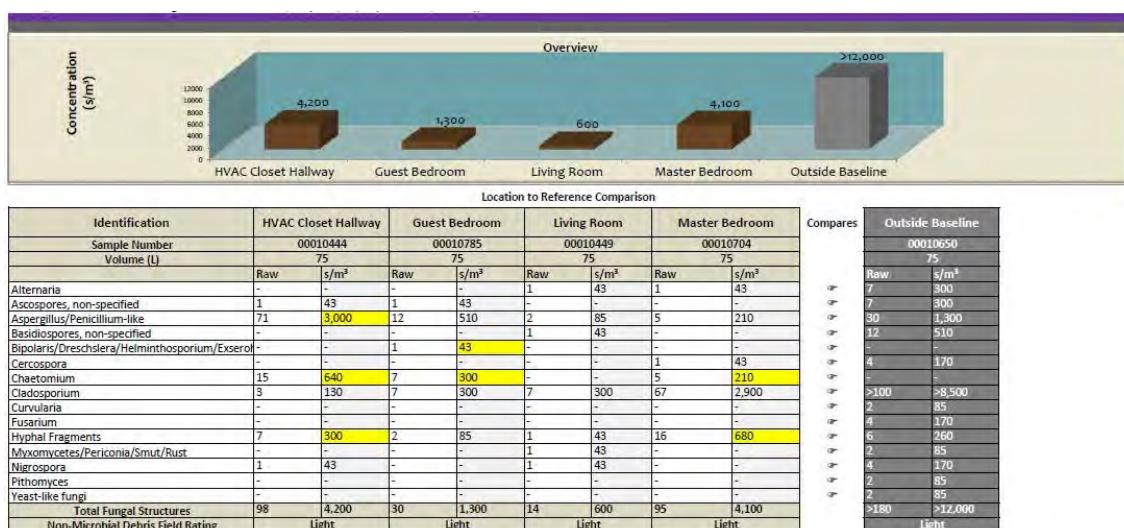
RESULTS: The indoor air samples identified elevated *Aspergillus* mold spores in the mechanical closet hallway and the presence of *Chaetomium* mold spores in the hallway, guest bedroom, and master bedroom air samples.

The tape lift sample from the drywall in the guest bedroom identified a **heavy concentration** of *Chaetomium* mold spores and a **minor concentration** of *Aspergillus* and *Cladosporium* mold spores.

The tape lift sample from the drywall in the utility closet hallway identified a **heavy concentration** of *Chaetomium* mold spores.

See Lab Snapshots below and Full Lab Reports for more information

Air Samples



Surface Tape Lift Samples

Sample No:	090425-01	Analysis Date:	9/5/2025	Sample Type:	Tape /Bio-tape
Location:	Guest Bedroom Tape Lift				
Identification			Rating		
Aspergillus/Penicillium-like			Minor		Heavy
Chaetomium				Heavy	
Cladosporium			Minor		Heavy
Hyphal Fragments				Heavy	
Sample No:	090425-02	Analysis Date:	9/5/2025	Sample Type:	Tape /Bio-tape
Location:	HVAC Closet Drywall Tape Lift				
Identification			Rating		
Chaetomium				Heavy	
Hyphal Fragments				Heavy	

Sample collection and analyses were performed according to Minimum Work Practices and Procedures for Mold Assessment of the Texas Mold Assessment and Remediation Rules. Microbial samples collected by Dallas Mold Consultants are submitted under chain of custody to The Moldlab, a Texas licensed lab (TDSHS license #LAB0137). If samples were collected, full lab report will be sent as a separate attachment.

Section 1.4

Reliance

This protocol is for the exclusive use of the client for the project being discussed. This protocol is not a certificate, assurance, warranty or guarantee of future conditions or performance, but is specific to the conditions present and detected on the date of the mold inspection. This protocol is valid for 60 days from the day it was written.

The Texas Department of Licensing and Regulation regulates mold remediation in the state by administering the Texas Mold Assessors and Remediaters Occupations Code and Administrative Rules. Additional information regarding the Texas Mold Program and the state mold statute can be found on their homepage at www.tdlr.texas.gov/mld/mld.htm.

Anyone who believes a company or individual has violated the rules can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form.

**Texas Department of Licensing and Regulation
Enforcement Division
P.O. Box 12157
Austin, TX 78711
enforcement@tdlr.texas.gov
www.tdlr.texas.gov/complaints**

Section 2.0

Regulations and Notices

2.1 Texas Mold Assessment and Remediation Regulations

It is critical that licensed, trained, and qualified mold remediation professionals perform the clean-up work. Mold Remediation should be performed to the standards found in IICRC S520, Standard and Reference Guide for Mold Remediation, and in accordance with the laws of the state of Texas. In accordance with the Texas Mold Assessment and Remediation Rules (Rules), 16 Tex. Admin. Code, Chapter 78, if a licensed Remediation Contractor is doing the mold remediation, a Mold Remediation Protocol is required.

According to the Texas Department of Licensing and Regulation (TDLR) Texas Mold Assessors and Remediators Administrative Rules, state notification is required if more than 25 contiguous square feet of mold contaminated material is affected in any one area. This notification requires a five (5) business day waiting period between the notification date and the remediation start date. This client is encouraged to work with a licensed Mold Remediation Contractor to ensure minimal project disruption and down time should this remediation effort exceed the state mandated limits and have to be registered.

Contaminated materials should be removed using appropriate containment and removal practices in accordance with the TMARR. Proper engineering controls must be in place to prevent the further spreading of airborne mold spores.

2.2 TAHPR - Texas Asbestos Health Protection Rules

The current Texas Asbestos Health Protection Rules require that an asbestos survey be performed by Department of State Health Services licensed persons prior to the commencement of renovation or demolition activities that could disturb asbestos-containing materials within a public building. Materials such as drywall, drywall texture and joint compound, ceiling texture/acoustical materials, flooring materials, ceiling tiles, as well as vinyl flooring products and adhesives can contain asbestos.

2.3 Lead Based Paint

Pre-renovation education requirements:

Firms that perform renovations for compensation in residential houses, apartments, and child-occupied facilities built before 1978 are required to distribute EPA's lead hazard information pamphlet "Renovate Right" before starting renovation work.

The firm must document compliance with this requirement; EPA's pre-renovation disclosure form may be used for this purpose.

Training, certification, and work practice requirements:

Firms are required to be certified, their employees must be trained in the use of lead-safe work practices (either as a certified renovator or on-the-job by a certified renovator), and lead-safe work practices that minimize occupants' exposure to lead hazards must be followed.

Examples of lead-safe work practices include:

Work-area containment to prevent dust and debris from leaving the work area.

Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control.

Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint hazards.

Section 3.0 Containments and PPE

Section 3.1 Containment

Pack-out contents for cleaning. Build a single-stage containment around the affected walls in the bedroom, living room, mechanical closet, and hallway. Establish negative pressure using air scrubbers with CLEAN HEPA-rated filters. **Vent outside through a window to remove organic vapors.**

Place air scrubbers outside the containment to clean up contamination from scattered mold spores.

Maintain 4 air changes per hour.

Utilize dehumidifiers to maintain humidity between 30-50% Rh.

Seal HVAC supply vents and/or return air vents in remediation area(s)

Signs advising that a mold remediation project is in progress shall be displayed at all accessible entrances to remediation areas. The signs shall be at least eight 8 inches by ten 10 inches in size and shall bear the words "NOTICE: Mold Remediation Project In Progress" in black on a yellow background. The text of the signs must be legible from a distance of ten 10 feet.

Section 3.2 Personal Protective Equipment (PPE)

Minimum PPE

FULL PPE REQUIRED

Gloves

Disposable Full Body Clothing

Head Gear

Foot Coverings

Full-Face Respirator with HEPA Filter

The remediation contractor shall insure that OSHA appropriate personal protective equipment (PPE) is worn while remediating all containment areas.

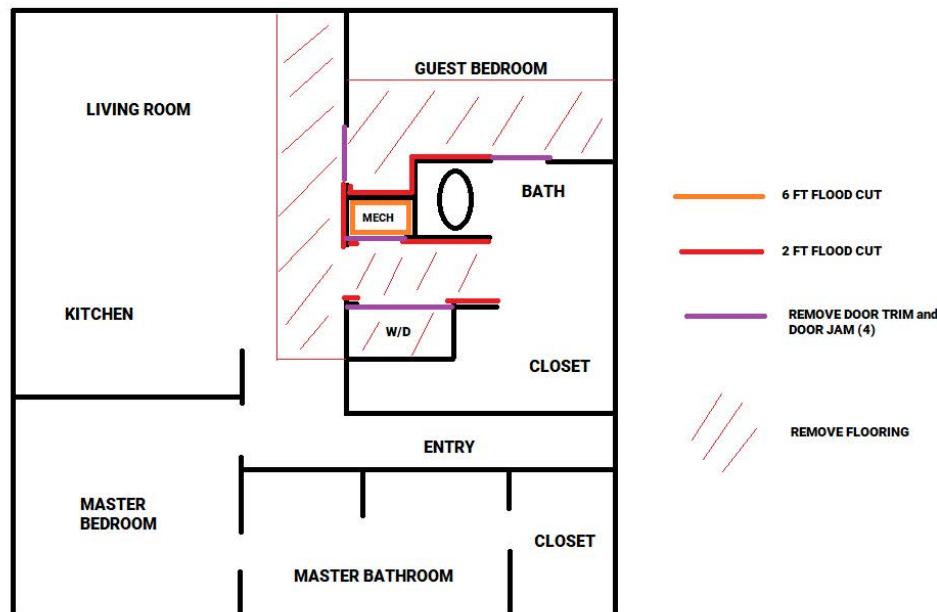
Use professional judgment, consider potential for remodeler exposure and size of contaminated area. Contractor assumes all responsibility for PPE compliance.

The EPA Guidelines for Remediation of Building Materials with Mold Growth by Clean Water requirements for PPE should be followed. The complete table is included at the end of this document in U.S. EPA Cleaning Methods, Table 2.

Note: Professional judgment should always play a part in PPE decisions. The EPA guidelines are based on the total surface area contaminated and the potential for remodeler and/or occupant exposure, not on the basis of health effects or research showing there is a specific method appropriate at a certain number of square feet. The guidelines have been designed to help construct a remediation plan. The remediation contractor will then use professional judgment and experience to adapt the guidelines to particular situations.

Section 4.0 Specific Remediation Requirements

Section 4.1 Project Diagram



- Follow all Containment Procedures in **Section 3.1**
- Remove door trim and door jams on 4 doors as indicated in PURPLE (W/D, Mechanical, Guest Bedroom, Guest Bathroom)
- Detach HVAC unit and remove platform
- 6 FT flood cut inside mechanical closet as indicated in ORANGE - approx 60 sq ft
- Cut out approx 9 sq ft CEILING in Mechanical Closet
- Remove 16 LF baseboard and 2 ft flood cut walls indicated in RED - approx 68 sq ft
- Remove 6 x 3 laminate flooring and underlayment in hallway
- Remove 3 x 6 laminate flooring and underlayment in W/D area
- Remove approx 11 x 4 section of laminate flooring in living room as indicated
- Remove approx 12 x 4 section of carpet in guest bedroom as indicated
- Follow all Cleaning Procedures in **Section 4.2** on next page

Section 4.0 Specific Remediation Requirements

4.2 Cleaning Procedures

- Follow all Containment Procedures in **Section 3.1**
- **CONTENTS:** Pack-out and clean contents according to **Table 2: EPA Cleanup Methods** at the end of this document.(HEPA vacuum/damp-wipe/steam clean) All washable soft contents (clothing, bedding, etc) should be washed according to manufacturer's instructions.
- **Cleaning Procedures For Demolition:**
 - Remove all insulation and other porous materials in wall cavities and thoroughly HEPA vacuum all dust and debris
 - Clean framing with HEPA vacuum and a grease cutting soap solution or an EPA approved mold cleaning product used according to the manufacturer's instructions. For wood framing, use a sander to remove the top layer of discoloration from the wood and HEPA vacuum all dust.
 - **DO NOT ENCAPSULATE FRAMING WITHOUT APPROVAL FROM THE MAC** -If any framing in not able to be adequately cleaned/sanded to remove mold growth or staining, please text post-cleaning pictures to 972-945-6653.
 - Inspect wall cavities for signs of contamination, hidden water damage and/or mold growth. Semi-porous building materials (framing, studs, joists, sub-floors, etc.) which cannot be adequately cleaned of fungal growth or containing rotten wood should be removed and disposed. If the integrity of any support structure is questionable, it should be replaced. Any materials removed should extend at least 24" past the last signs of water damage or visible mold growth.
 - Dry all wet materials. Wood moisture content should not exceed 15% after cleaning is performed. Air movers and dehumidification equipment should be utilized to dry the structure as needed.
 - HEPA vacuum and damp-wipe all surfaces in the contained area until there is no visible dust or debris
 - Dispose of all mold containing materials in double 6 mil poly and wipe the outside
- **HVAC:** Have a licensed HVAC professional clean the inside of the HVAC unit - coils, blower fans, plenums, etc. Visually inspect supply plenum for visible microbial growth and replace if necessary. Clean HVAC ducting under negative pressure with HEPA filtration. Change all filters and clean registers.
- **ENVIRONMENTAL CLEANING THROUGHOUT ENTIRE UNIT FOLLOWING DEMOLITION:** HEPA vacuum all surfaces. Damp-wipe all horizontal and dust collecting surfaces using a mild detergent solution. HEPA vacuum carpets multiple times in a criss-cross pattern followed by steam cleaning. Dry carpets thoroughly. Place an air scrubber in each bedroom and in the living room/kitchen area.
- ***Air wash with fans and allow air scrubbers to run for 48 hours prior to clearance testing***

**The use of EPA registered disinfectants, biocides and antimicrobial coatings may be used; however, if the remediation contractor wishes to use an antimicrobial encapsulant prior to post remediation assessment, the assessment consultant must be contacted for discussion and approval of application areas prior to proceeding. Mold assessment consultant will require visual and/or photo confirmation from the remediation contractor regarding the area(s) in question prior to encapsulation being applied.*

NOTE: The steps outlined here are the minimum steps required for remediation. A remediation contractor may take additional or varied steps as dictated by their judgment and/or operating procedures to adequately abate the mold contamination. However, should significant variance from the above recommendations be required or other issues regarding remediation arise, the remediation contractor should first obtain concurrence from the Mold Assessment Consultant.

Section 5.0

Post Remediation Assessment and Clearance Criteria

Once the remediation has been completed, for the contaminated area(s) to achieve Clearance, a Post Remediation Inspection must be performed along with the collection and analysis of an appropriate number of samples.

Dallas Mold Consultants must be provided with a copy of the Remediation Contractor's Work Plan for the Mold Assessment Consultant to determine whether the remediation has been completed in accordance with this protocol.

Prior to obtaining final clearance the owner/agent must have repaired the underlying cause of the mold, so that it is reasonably certain that the mold will not return from the same cause.

The Mold Assessment Consultant shall perform a visual, procedural, and analytical evaluations in the impacted area(s) to determine whether the remediation has been performed according to the Remediation Protocol provided for this project.

5.1 Visual Inspection

A thorough visual inspection of the containment area(s) or remediation areas will be performed. All areas should be left dry and visibly free of all visible microbial contamination and debris.

Under no circumstances should any encapsulant and primers be applied to any surfaces prior to the Post-Remediation, Inspection and Clearance Testing unless approved by the Mold Assessment Consultant. Containments must remain in place until Clearance Lab Results.

5.2 Sampling

The sample analysis must reveal no mold growth on any surface sampled and airborne mold counts must be statistically similar to outdoor air for corresponding mold types and total indoor air mold spore concentrations must be generally lower than outdoor mold spore concentrations. IICRC S520 Clearance Standards apply.

1. One air sample from inside each containment or work area where mold was previously detected (one per area).
2. One indoor control air sample from inside the property outside of the containment(s) or work area(s).
3. One to two surface sample(s) per affected area where mold growth was previously observed.
4. At least one outdoor air sample required as a baseline for the Lab.

5.3 Clearance Criteria

The Clearance Investigation and Testing is conducted when mold remediation and cleanup efforts are completed but before containment is removed and renovation activities have begun.

The purpose of the clearance investigation is to ensure that remediation activities have been completed as outlined in the Remediation Protocol, containment has been maintained, all dust and debris have been removed from the containment areas, and no malodors or visible mold is present.

Clearance testing consists of a visual assessment for mold problems in area(s) of remediation activities and the collection/analysis of a tape lift sample and an air quality test in these designated area(s).

Clearance is defined as tape and air samples collected indoors being quantitatively equal to or less than outdoor samples, and qualitatively similar. There are no exposure limits for the swab or tape lift sample.

As a general rule acceptable clearance of a containment area is reached when the genus of fungi collected from indoor air are equal to or less than outdoor air. Marker spores such as Chaetomium or Stachybotrys that are measured at more than 2 spores in the air test will result in the area not being cleared. Total average spore counts in the containment area should not exceed 2,000, and a single spore category should not exceed 1,000. In addition, the rank order and type of organism identified may indicate interior contamination and related need for additional action.

If the containment area has dust, debris, breached containment, lack of quality control related to remediation specifications the inspector will not conduct further clearance activities. The client will be informed of observed project deficit concerns for communication with the Mold Remediation Contractor. In addition, if visible mold is present, a tape lift and swab sample is collected for lab analysis.

NOTICE to CLIENT:

Part of the clearance process is ensuring that the source of the problem has been addressed to ensure the problem doesn't reoccur. As the homeowner, you agree to address all sources of water intrusion. Once the restoration/remediation efforts have commenced, you agree and understand that it is NOT SAFE for you to re-enter the contained space until a clearance has been achieved. By doing so you may breach the containment, cross-contaminate the other parts of your home and delay the process. If clearance is not achieved on the first attempt, the contractor will be required to re-clean and let the air scrubbers run for an additional time. After the first clearance test, subsequent clearance inspection costs will be at the restoration contractor's expense, UNLESS it is found that the client has entered and breached the containment area during clearance efforts.

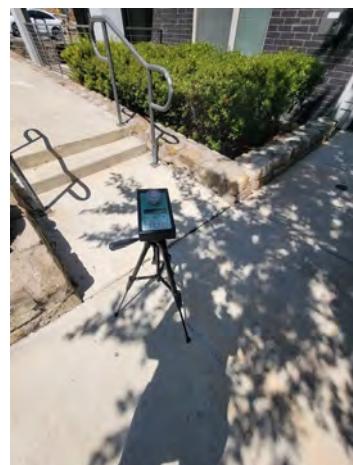
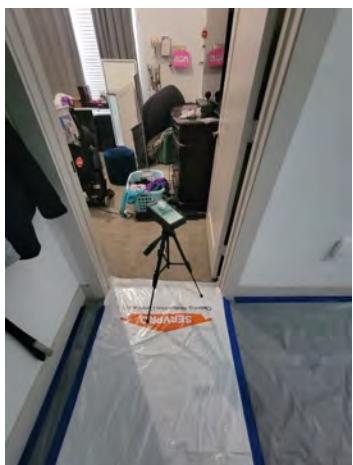
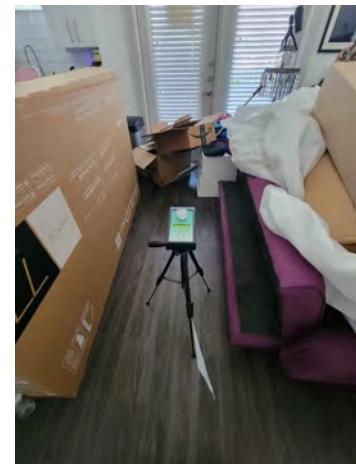
By engaging this project, the contractor also agrees to these terms.

Client's Initials: _____

Section 6.0

6.1 Photographic Documentation

Air Samples - Temperature - Humidity Readings

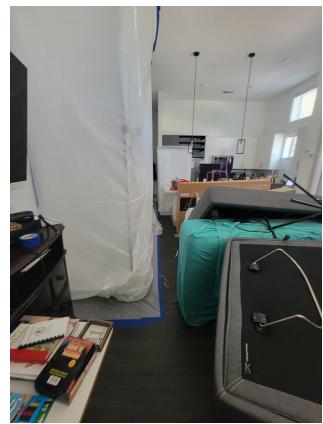
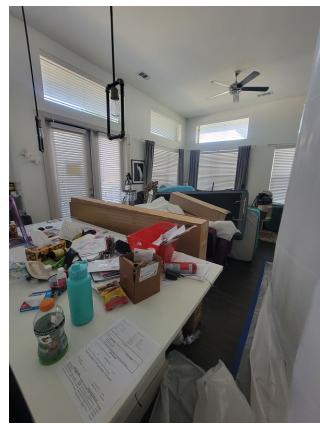
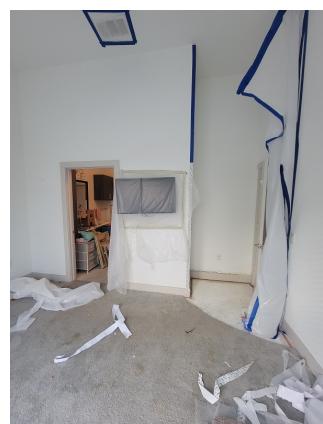
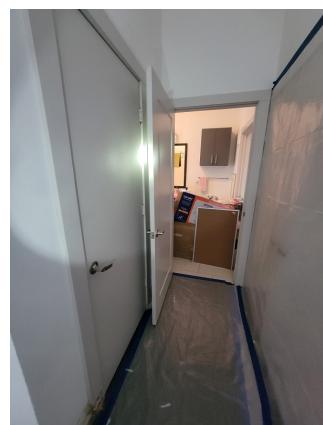


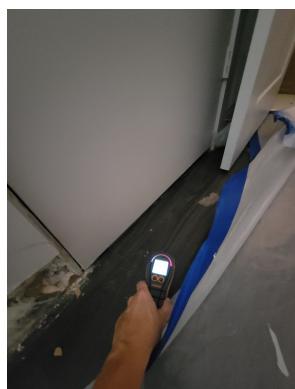
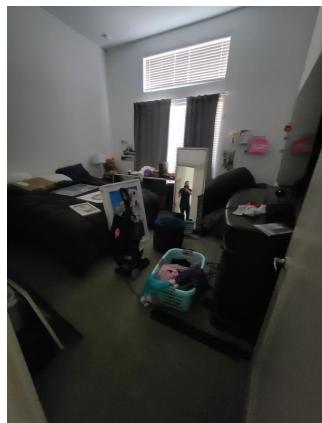
**Guest Bedroom Drywall
Tape Lift Sample**



**Utility Hallway Drywall Tape
Lift Sample**

6.1 Photographic Documentation (Continued)





Section 7.0 Credentials

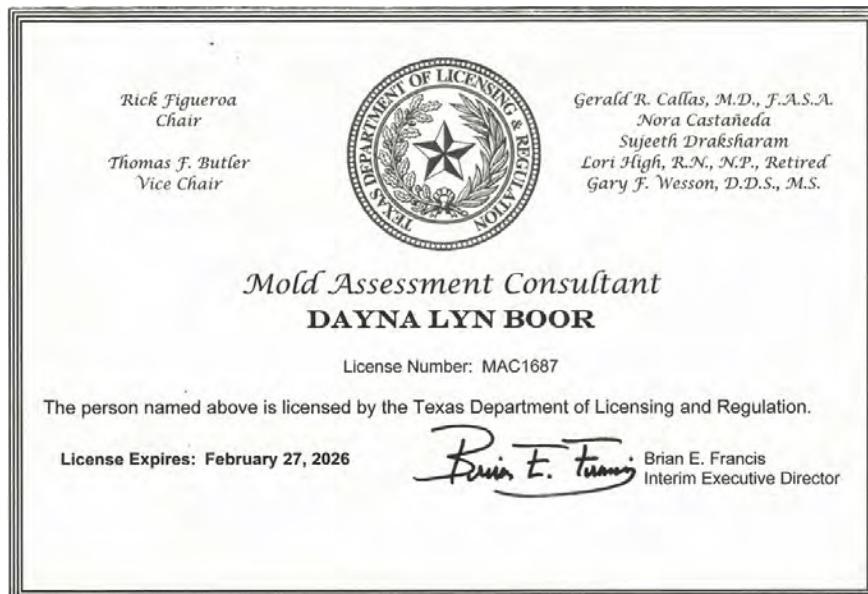


Table 2: Guidelines for Remediating Building Materials with Mold Growth Caused by Clean Water*

Material or Furnishing Affected	Cleanup Methods [†]	Personal Protective Equipment	Containment
SMALL – Total Surface Area Affected Less Than 10 square feet (ft²)			
Books and papers	3	Minimum N-95 respirator, gloves, and goggles	None required
Carpet and backing	1, 3		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3		
Wallboard (Drywall and gypsum board)	3		
Wood surfaces	1, 2, 3		
MEDIUM – Total Surface Area Affected Between 10 and 100 (ft²)			
Books and papers	3	Limited or Full Use professional judgment, consider potential for remodeler exposure and size of contaminated area	Limited Use professional judgment, consider potential for remodeler/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (Drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3		
LARGE – Total Surface Area Affected Greater Than 100 (ft²) or Potential for Increased Occupant or Remediator Exposure During Remediation Estimated to be Significant			
Books and papers	3	Full Use professional judgment, consider potential for remodeler/occupant exposure and size of contaminated area	Full Use professional judgment, consider potential for remodeler/occupant exposure and size of contaminated area
Carpet and backing	1, 3, 4		
Concrete or cinder block	1, 3		
Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)	1, 2, 3, 4		
Non-porous, hard surfaces (Plastics, metals)	1, 2, 3		
Upholstered furniture & drapes	1, 3, 4		
Wallboard (Drywall and gypsum board)	3, 4		
Wood surfaces	1, 2, 3, 4		

EPA Cleanup Methods

Use professional judgment to determine prudent levels of Personal Protective Equipment and containment for each situation, particularly as the remediation site size increases and the potential for exposure and health effects arises. Assess the need for increased Personal Protective Equipment, if, during the remediation more extensive contamination is encountered than was expected. These guidelines are for damage caused by clean water. If you know or suspect that the water source is contaminated with sewage, or chemical or biological pollutants, then the Occupational Safety and Health Administration (OSHA) requires PPE and containment. An experienced professional should be consulted if you and/or your remediator do not have expertise in remediating contaminated water situations. Select method most appropriate to situation. Since molds gradually destroy the things they grow on, if mold growth is not addressed promptly, some items may be damaged such that cleaning will not restore their original appearance. If mold growth is heavy and items are valuable or important, you may wish to consult a restoration/water damage/remediation expert. Please note that these are guidelines; other cleaning methods may be preferred by some professionals.

Cleanup Methods

Method 1: Wet vacuum (in the case of porous materials, some mold spores/fragments will remain in the material but will not grow if the materials is completely dried). Steam cleaning may be an alternative for carpets and some upholstered furniture.

Method 2: Damp-wipe surfaces with plain water or with water and detergent solution (except wood-use wood floor cleaner); scrub as needed.

Method 3: High-efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.

Method 4: Discard - remove water-damaged materials and seal in plastic bags while inside of containment, if present. Dispose of as normal waste. HEPA vacuum area after it is dried.

Personal Protective Equipment (PPE)

Minimum: Gloves, N-95 respirator, goggle/eye protection

Limited: Gloves, N-95 respirator or half-face respirator with HEPA filter, disposable overalls, goggles/eye protection

Full: Gloves, disposable full body clothing, head gear, foot coverings, full-face respirator with HEPA filter

Containment

Limited: Use polyethylene sheeting ceiling to floor around affected area with a slit entry and covering flap; maintain area under negative pressure with HEPA filtered fan unit. Block supply and return air vents within containment area.

Full: Use two layers of fire-retardant polyethylene sheeting with one airlock chamber. Maintain area under negative pressure with HEPA filtered fan exhausted outside of building. Block supply and return air vents within containment area.



State rules require licensed mold assessors and remediaters to give a copy of this Consumer Mold Information Sheet to each client and to the property owner, if not the same person, before starting any mold-related activity [16 TAC 78.70].

How does Texas regulate businesses that do testing for mold or that do mold cleanup?

The Department of Licensing and Regulation (TDLR) regulates such businesses in accordance with the [Texas Occupations Code, Chapter 1958](#). Under the **Texas Mold Assessment and Remediation Rules (rules)** ([16 Tex. Admin. Code, Chapter 78](#)), all companies and individuals who perform mold-related activities in Texas must be licensed by TDLR unless exempt. (See Page 2 regarding owner exemptions.) Individuals must meet certain qualifications, have required training, and pass a state exam and criminal history background check in order to be issued a license. Applicants for a mold remediation worker registration must have training and pass a criminal history background in order to be registered by TDLR. Laboratories that analyze mold samples must also be licensed and meet certain qualifications. The rules set minimum work practices and procedures and also require licensees to follow a code of ethics. To prevent conflicts of interest, the rules also prohibit a licensee from conducting both mold assessment and mold remediation on the same project. While the rules regulate the activities of mold licensees when they are doing mold-related activities, the rules do not require any property owner or occupant to clean up mold or to have it cleaned up.

How can I know if someone is licensed?

A licensed individual is required to carry a current TDLR license certificate with the license number on it. A search tool and listings of currently licensed companies and individuals can be found at: <https://www.tdlr.texas.gov/LicenseSearch/>.

What is “mold assessment?”

Mold assessment is an inspection of a building by a **mold assessment consultant** or **technician** to evaluate whether mold growth is present and to what extent. Samples may be taken to determine the amount and types of mold that are present; however, sampling is not necessary in many cases. When

mold cleanup is necessary a licensed mold assessment consultant can provide you with a **mold remediation protocol**. A protocol must specify the estimated quantities and locations of materials to be remediated, methods to be used and clearance criteria that must be met.

What is meant by “clearance criteria?”

Clearance criteria refer to the level of “cleanliness” that must be achieved by the persons conducting the mold cleanup. It is important to understand and agree with the mold assessment consultant prior to starting the project as to what an acceptable clearance level will be, including what will be acceptable results for any air sampling or surface sampling for mold. There are no national or state standards for a “safe” level of mold. Mold spores are a natural part of the environment and are always present at some level in the air and on surfaces all around us.

What is “mold remediation?”

Mold remediation is the cleanup and removal of mold growth from surfaces and/or contents in a building. It also refers to actions taken to prevent mold from growing back. Licensed **mold remediation contractors** must follow a mold remediation protocol as described above and their own **mold remediation work plan** that provides specific instructions and/or standard operating procedures for how the project will be done.

Before a remediation project can be deemed successful, a mold assessment consultant must conduct a **post-remediation assessment**. This is an inspection to ensure that the work area is free from all visible mold and wood rot, the project was completed in compliance with the remediation protocol and remediation work plan, and that it meets all clearance criteria that were specified in the protocol. The assessment consultant must give you a **passed clearance report** documenting the results of this inspection. If the project fails clearance,

further remediation as prescribed by a consultant will be necessary.

What is a Certificate of Mold Damage Remediation?

No later than the 10th day after a mold remediation project stop date, the remediation contractor must sign and give you a **Certificate of Mold Damage Remediation**. The licensed mold assessment consultant who conducted the post-remediation assessment must also sign the certificate. The consultant must truthfully state on the certificate that the mold contamination identified for the project has been remediated and whether the underlying cause of the mold has been corrected. (That work may involve other types of professional services that are not regulated by the mold rules, such as plumbing or carpentry.) Receiving a certificate documenting that the underlying cause of the mold was remediated is an advantage for a homeowner. It prevents an insurer from making an underwriting decision on the residential property based on previous mold damage or previous claims for mold damage. If you sell your property, the law requires that you provide the buyer a copy of all certificates you have received for that property within the preceding five years.

How is a property owner protected if a mold assessor or remediator does a poor job or damages the property?

The rules require licensees to have commercial general liability insurance in the amount of at least \$1 million, or to be self-insured, to cover any damage to your property. Before hiring anyone, you should ask for proof of such insurance coverage. You may wish to inquire if the company carries additional insurance, such as professional liability/errors and omissions (for consultants) or pollution insurance (for contractors), that would provide additional recourse to you should the company fail to perform properly.

How is my confidentiality protected if I share personal information about myself with a company?

Under the code of ethics in the rules, to the extent required by law, licensees must keep confidential any personal information about a client (including medical conditions) obtained during the course of a mold-related activity. Further, you may be able to negotiate a contract to include language that other personal information be kept confidential unless disclosure “is required by law.” However, licensees are required to identify dates and addresses of projects and other details that can become public information.

How do I file a complaint about a company?

Anyone who believes a company or individual has violated the rules can file a complaint with TDRL. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>.

Can property owners do mold assessment or remediation on their own property without being licensed?

Yes. A homeowner can take samples for mold or clean it up in the home without a license. An owner, or a managing agent or employee of an owner of a residential property is not required to be licensed, **unless** the property has 10 or more residential dwelling units. For non-residential properties, an owner or tenant, or a managing agent or employee of an owner or tenant, is not required to be licensed to do mold assessment or remediation on property owned or leased by the owner or tenant, **unless** the mold contamination affects a total surface area of 25 contiguous square feet or more. Please refer to 16 TAC §78.30 for further details on exceptions and exemptions to licensing requirements.

For more information about mold and the Texas Mold Assessment and Remediation Rules, contact:

*Texas Department of Licensing and Regulation
Mold Assessors and Remediators
P.O. Box 12057, Austin, TX 78711
Phone: 512-463-6599 or 800-803-9202
www.tdlr.texas.gov*

**Ex. C: Plaintiffs'
Answer to
Counterclaims
(October 20, 2025)**

**WEINSTEIN MANAGEMENT CO.,
INC. AND WMCI DALLAS XC, LLC**

Plaintiffs

VS.

KATHRYN COPELAND,

Defendant

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

141ST JUDICIAL DISTRICT

**PLAINTIFFS/COUNTER-DEFENDANTS' ORIGINAL ANSWER TO
DEFENDANT/COUNTER-PLAINTIFF'S COUNTER-CLAIMS**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiffs/Counter-Defendants Weinstein Management Co., Inc. and WMCI Dallas X, LLC (hereinafter referred to as "Plaintiffs/Counter-Defendants") and make and file this their Original Answer to Defendant/Counter-Plaintiff's Counter-Claims, and in support thereof would respectfully show unto the Court as follows:

1.

Plaintiffs/Counter-Defendants incorporate the entirety of the facts alleged and the various claims/causes of action set out in their Original Petition and request for injunctive relief, in its entirety.

III.

Plaintiffs/Counter-Defendants generally deny the material allegations in Defendant/Counter-Plaintiffs' counter claims, in accord with Rule 92 of the Texas Rules of Civil Procedure and demands strict proof thereof.

III.

Plaintiffs/Counter-Defendants further assert that the alleged incidents (as asserted by Defendant/Counter-Plaintiff to have occurred) were the result of Defendant/Counter-Plaintiff's own intentional conduct and as such, any alleged injuries and/or damages claimed by Defendant/Counter-Plaintiff should be reduced accordingly and/or barred in their entirety, pursuant to Texas Civil Practice & Remedies Code, Chapter 33.

IV.

Plaintiffs/Counter-Defendants further assert that the alleged incidents (as asserted by Defendant/Counter-Plaintiff to have occurred) were as a result of acts, conditions, and/or circumstances wholly beyond the scope and control of Plaintiffs/Counter-Defendants and which were the sole proximate cause of the alleged incident and/or the sole proximate cause of Defendant/Counter-Plaintiff's alleged injuries/damages, and as such, Plaintiffs/Counter-Defendants are not liable for same.

V.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's claims and causes of action asserted pursuant to the Texas DTPA are wholly inapplicable to the facts and circumstances of this case and as such, Defendant/Counter-Plaintiff cannot recover any element of damages sought pursuant to same.

VI.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's claims and/or causes of action brought under the Texas DTPA are without basis in law or in fact, and as such, Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's claims and/or cause

of action is groundless and/or is brought for harassment. As such, Plaintiffs/Counter-Defendants are entitled to all applicable remedies, and damages provided under the DTPA.

VII.

Plaintiffs/Counter-Defendants further assert, alternatively, that Plaintiffs/Counter-Defendants are entitled to all relief, remedies, and damages provided to them under the Texas DTPA.

VIII.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's "fraudulent inducement" claim/cause of action is wholly inapplicable to the facts/circumstances of this case and devoid of legal foundation, and as such, is not a claim/cause of action pursuant to which Defendant/Counter-Plaintiff can recover damages from Plaintiffs/Counter-Defendants.

IX.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's assertion of breach of contact as against Plaintiffs/Counter-Defendants is not applicable factually and/or legally, and is wholly without merit. Alternatively, Plaintiffs/Counter-Defendants assert the following defenses as against Defendant/Counter-Plaintiff's breach of contract claims: failure to mitigate, quasi-estoppel, equitable estoppel, the doctrine of "unclean hands", prior breach by Defendant/Counter-Plaintiff, off set, and accord and satisfaction.

X.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's retaliation cause of action (Tex. Prop. Code §92.331) is not supported by the applicable law and is additionally inapplicable based upon the facts and/or circumstances of this case.

XI.

Plaintiffs/Counter-Defendants further assert that damages sought through Defendant/Counter-Plaintiff's retaliation cause of action, inclusive of her claim for attorney's fees, are not supported by the applicable law and are additionally inapplicable based upon the facts and/or circumstances of this case, and as such, are not recoverable by Defendant/Counter-Plaintiff.

XII.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's allegations with respect to retaliation, and Defendant/Counter-Plaintiff's conduct (in the days leading up to the filing of this litigation, the date of filing and since) have been asserted and/or orchestrated/perpetuated for the purpose of harassment and/or for the purpose of delay, and/or for the purpose of attempting to prohibit Plaintiffs/Counter-Defendant's remediation efforts (while Defendant/Counter-Plaintiff has wholly failed to pay her August rent, has wholly failed to pay her September rent, and has wholly failed to pay her October rent (and pursuant to which no eviction suit has been filed)).

XIII.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff has systematically and actively engaged in a course of conduct through which Defendant/Counter-Plaintiff has demonstrated acts of willfully and intentionally interfering with the remediation efforts by Plaintiffs/Counter-Defendants. This is improper.

These acts include, but are not limited to:

- Failing/refusing to move her personal property within the confines of the apartment, as necessary, at the appropriate time so that the areas necessary for remediation work could be accessed and the remediation work could begin (after having been repeatedly requested to do so);

- Disparaging Plaintiffs/Counter-Defendants to necessary third-party entities/companies [necessary for the remediation efforts];
- Threatening legal action against necessary third party entities/companies [necessary third parties for the remediation efforts], by sending “demand letters” resulting in those companies refusing to remain involved in the work (and which has created additional unnecessary delay in performing the remediation/repair work, so that the apartment could have been again occupied by Defendant/Counter-Plaintiff); noting that Defendant/Counter-Plaintiff has asserted that her apartment is “unfit for human occupancy” and that it was in need of remediation (while repeatedly returning and/or staying at the apartment without the remediation having been completed);
- Filing a frivolous police complaint/report against Plaintiffs/Counter-Defendants, based upon Plaintiffs/Counter-Defendants’ lawful right to enter the apartment and begin the process of conducting necessary repair/remediation work (resulting in a police investigation and use of Plaintiffs/Counter-Defendants’ resources in responding to same)- filed on August 17, 2025 (per Defendant/Counter-Plaintiff); per the police report, she was advised by law enforcement personnel that no criminal activity had occurred;
- Asserting that remediation work would be “spoliation”, threatening to seek a TRO as to same, and then refusing to conduct an offered inspection, in order to preserve whatever evidence Defendant/Counter-Plaintiff thought required such – noting that Defendant/Counter-Plaintiff had access to the apartment since the date she was relocated to a high-end hotel [paid for by Plaintiffs/Counter-Defendants] and had been in and out of the apartment [obtaining personal property items], during which time she took photographs and video (this occurred during the weekend of August 16-17 with certainty, and may have occurred on other prior occasions) through September 26, 2025;
- Refusing to participate in discussions regarding selection of a new company to obtain an updated mold assessment report and once same was selected, a protocol completed and remediation was scheduled to begin- Defendant/Counter-Plaintiff’s counsel (in her filed small claims court case) sent email correspondence, which included a “Cease and Desist” - to the undersigned counsel – advising that Plaintiffs/Counter-Defendants were not permitted to enter the apartment and stating:

*“You and your agents must immediately **CEASE AND DESIST** from all harassment, retaliation, and unauthorized entry into Unit 2145. Ms. Copeland does not consent to entry. Any further attempts will be treated as trespass, retaliation, and spoliation of evidence”.*

The law does not favor, encourage, nor support behavior/conduct, which rather than assist in mitigating, and/or resolving the issues that form the basis of a lawsuit, results in active and deliberate prevention of mitigation/resolution (whether through effectuated delay or by deliberately thwarting necessary efforts).

XIV.

As stated herein, Plaintiffs/Counter-Defendants deny that they committed any act of retaliation, and asserts that rather than retaliate against Defendant/Counter-Plaintiff (as Defendant/Counter-Plaintiff's lawsuit asserts), in response to Defendant/Counter-Plaintiff's notification as to the condition of the apartment, Plaintiffs/Counter-Defendants have *instead* done the following:

- Engaged (and paid) multiple third-party vendor/service providers to attempt to conduct the necessary repairs/remediation work - to include developing a required protocol for the work, preparing a cost estimate for the work, and beginning work necessary to engage in the actual remediation process;
- Cooperated fully with the Texas Department of Licensing and Regulation in order to be able to begin the remediation work and in reference to the investigation it conducted, based upon Defendant/Counter-Plaintiff's complaints made to it;
- Provided Defendant/Counter-Plaintiff hotel lodging (at hotels in the Fort Worth area which Defendant/Counter-Plaintiff herself located and requested, which are ADA-compliant and which are described as a "luxury resort" hotel or as a hotel with luxury amenities) (again, while Defendant/Counter-Plaintiff wholly failed to pay her August rent, wholly failed to pay her September rent, and wholly failed to pay her October rent—such failures are not condoned by the Texas Property Code);
- Provided Defendant/Counter-Plaintiff with three choices for lodging from September 10-30, and indicated she could select from the three, when no selection was made, Plaintiffs/Counter-Defendants secured a reservation for September 10 through September 30, 2025, at one of those three suggested hotels, which is an ADA-compliant hotel; the room contains a kitchenette (microwave and refrigerator), is pet friendly, and provides a free breakfast (Defendant/Counter-Plaintiff refused this hotel);
- Defendant/Counter-Plaintiff returned to her apartment on or about September 11 or 12, and is thought to have resided there through September 19, 2025 (even though Plaintiffs/Counter-Defendants secured a hotel reservation for her (which again,

Defendant/Counter-Plaintiff refused); thereafter, Plaintiffs/Counter-Defendants have provided hotel lodging for her at a third “luxury hotel” from September 19, 2025 through present, and which will continue through October 26, 2025 (again, with Defendant/Counter-Plaintiff failing to pay rent from August through October 2025 and with no obligation, or requirement for Plaintiffs/Counter-Defendants to do this);

- Provided pet boarding to Defendant/Counter-Plaintiff’s two dogs from July 14, 2025 and through October 26, 2025; (the boarding has included costs associated with food and grooming, neither of which Defendant/Counter-Plaintiff has provided during the times the dogs have been boarded; this has been provided with no requirement or obligation for Plaintiffs/Counter-Defendants to do this);
- Incurred an amount that exceeds \$40,000.00 for hotel lodging and pet boarding for Defendant/Counter-Plaintiff, since July 14, 2025 (with Defendant/Counter-Plaintiff having paid no rent for August, September or October);
- Have not pursued eviction proceedings at this time (though Plaintiffs/Counter-Defendants are entitled to do so);
- Ultimately, retained the mold assessor that Defendant/Counter-Plaintiff selected and used initially/originally for a mold assessment, in order to obtain an updated assessment and protocol (however, this assessor withdrew from performing the work, as of August 25, 2025 - due to Defendant/Counter-Plaintiff’s DTPA demand letter sent to the company, again, a company that she originally selected);
- Given that the updated mold assessment was not performed as was scheduled, on August 27, 2025 (because that mold assessment company withdrew from the work) [see above bullet point], Plaintiffs/Counter-Defendants made clear that they would attempt to reach agreement on a different mold assessment provider (noting that Defendant/Counter-Plaintiff has no legal obligation to reach such agreement -but was attempting to move the remediation work forward). Plaintiffs/Counter-Defendants requested Defendant/Counter-Plaintiff to provide names of mold assessment companies she wished to use and indicated they would provide names of mold assessment companies they wished to use - and that this exchange would take place on August 28, 2025 so that agreement could hopefully be reached as to which company to use; on that date, Plaintiffs/Counter-Defendants provided the names of two mold assessment companies for Defendant/Counter-Plaintiff’s consideration but received no suggested companies from Defendant/Counter-Plaintiff and received no response to the names counsel for Plaintiffs/Counter-Defendants provided (and as such, arrangements were made for one of those assessment companies to provide the updated assessment);
- Secured an updated mold remediation protocol, based on the updated assessment;
- Obtained contact information for qualified and certified mold remediaters to again, begin the remediation/repair process (nothing that the original mold remediation company could not be used – as it ultimately indicated it would not continue to work

on this apartment, after receiving a DTPA demand letter from Defendant/Counter-Plaintiff);

- Arranged for the remediation to begin on September 22, 2025 and after being sent the Cease and Desist (on September 16, 2025) which also threatened again that Defendant/Counter-Plaintiff would be the filing of a “TRO” [in federal court]; as such, Plaintiffs/Counter-Defendants were forced to seek a temporary restraining order and temporary injunction in this District Court (both have been granted) in order to prevent additional attempts by Defendant/Counter-Plaintiff to interfere with/impede remediation efforts (and the remediation and repair work for Defendant/Counter-Plaintiff’s apartment continues); and
- Suggested that a formal mediation be scheduled to resolve all pending matters. No response was provided for over a month; however, Defendant/Counter-Plaintiff has recently declined to conduct a formal mediation conference.

In short, each and every “Count” of alleged retaliation is spurious and as demonstrated herein, Plaintiffs/Counter-Defendants’ actions make clear that no retaliation has taken place. Instead, they have acted reasonably (if not graciously) and made continued efforts to remediate and repair Defendant/Counter-Plaintiff’s apartment (regardless of the delays that have occurred, in part, as a result of Defendant/Counter-Plaintiff’s actions), while providing alternative lodging to Defendant/Counter-Plaintiff and her dogs (which includes food and grooming for the dogs), amounting to over \$40,000.00 total spent, to date, and while receiving no rent payments from Defendant/Counter-Plaintiff for August, September, and October rents.

Therefore, pursuant to Tex. Prop. Code § 92.334(b), Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff’s counter claims were filed and are being prosecuted in bad faith. As such, Plaintiffs/Counter-Defendants seek all available remedies, penalties and attorney fees.

XV.

While Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff is not entitled to recover any type or amount of damages from Plaintiffs/Counter-Defendants, Plaintiffs/Counter-Defendants assert that they are entitled to an offset with respect to any damages awarded to

Defendant/Counter-Plaintiff, which includes but is not limited to: 1) rent owed for August 2025; 2) rent owed for September 2025; 3) rent owed for October 2025; 4) unnecessary expenses incurred by Plaintiffs/Counter-Defendants, as a result of Defendant/Counter-Plaintiff's course of conduct; 5) increased cost of remediation resulting from Defendant/Counter-Plaintiff's dilatory actions and efforts in preventing the remediation to move forward); 6) monies paid for alternative lodging provided; 7) monies paid for dog boarding (inclusive of payment for food and grooming); and 8) attorney's fees incurred by Plaintiffs/Counter-Defendants, in connection with the various claims made by Defendant/Counter-Plaintiff. Plaintiffs/Counter-Defendants reserve the right to amend and/or supplement with additionally offset elements.

XVI.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's claim based upon alleged violations of the Texas Property Code, §92.052 and/or 92.056 are not applicable to the facts/circumstances of this case, and as such these provisions of the Texas Property Code do not support a viable/valid cause of action and/or the relief sought by Defendant/Counter-Plaintiff.

XVII.

Plaintiffs/Counter-Defendants assert all rights, remedies, and defenses available under Chapter 92 of the Texas Property Code.

XVIII.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's claims/cause of action pursuant to the Fair Housing Act, are wholly inapplicable to the facts and circumstances of this case and are not supported by the applicable law, and as such, Defendant/Counter-Plaintiff is not entitled to recover any element or type of damage, pursuant to this claim.

XIX.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's claims/causes of action for negligent remediation and/or negligence per se are wholly inapplicable to the facts and circumstances of this case and are not supported by the applicable law, and as such, Defendant/Counter-Plaintiff is not entitled to recover any element or type of damage, pursuant to these claims.

XX.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's claims/causes of action for trespass to chattels and/or conversion are wholly inapplicable to the facts and circumstances of this case and are not supported by the applicable law, and as such, Defendant/Counter-Plaintiff is not entitled to recover any element or type of damage, pursuant to these claims.

XXI.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff's request for declaratory judgment is without merit, and for which she lacks standing to assert.

XXII.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff is not entitled to a recovery of attorney's fees, as Defendant/Counter-Plaintiff has failed to plead any applicable basis for same.

XXIII.

Plaintiffs/Counter-Defendants further assert that Defendant/Counter-Plaintiff's damages, if any, are the result of pre-existing, concurrently existing, and/or subsequent existing conditions

and/or circumstances, and for which Plaintiffs/Counter-Defendants are neither responsible nor liable.

XXIV.

Plaintiffs/Counter-Defendants assert that Defendant/Counter-Plaintiff seeks to recover duplicate and/or triplicate damages, and such is improper; Defendant/Counter-Plaintiff, is therefore, limited to recover, if at all, under the single recovery rule.

XXV.

Plaintiffs/Counter-Defendants further assert that the claims made against them for exemplary and/or punitive damages are in violation of the Fifth, Eighth, and Fourteenth Amendments of the United States Constitution, and Article 1, §§3 and 19 of the Texas Constitution, in that such claims as made are arbitrary, unreasonable and in violation of Plaintiffs/Counter-Defendants' rights to due process of law and equal protection of the law.

XXVI.

Plaintiffs/Counter-Defendants further seek contribution and indemnity in accordance with Chapters 32 and 33 of the Texas Civil Practices & Remedies Code as against any and all settling persons and/or individuals, each named Third Party Defendant and/or any and all responsible third parties.

XXVII.

Plaintiffs/Counter-Defendants further assert all rights and remedies applicable to Plaintiffs/Counter-Defendants pursuant to Chapters 32 and 33 of the Texas Civil Practice & Remedies Code.

XXVIII.

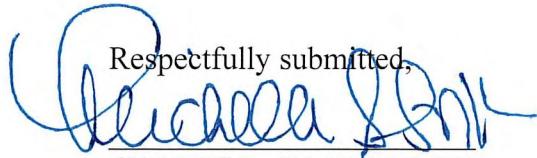
Plaintiffs/Counter-Defendants invoke any and all statutory rights, remedies, and caps provided in Tex. Civ. Prac. & Rem. Code, Chapter 41, including but not limited to: §§41.001, 41.003, 41.006, 41.007, 41.008, 41.009, 41.010, 41.0105 and 41.012, and Tex. Civ. Prac. & Rem. Code §18.091, to the extent applicable.

XXIX.

Plaintiffs/Counter-Defendants additionally assert that Defendant/Counter-Plaintiff's claims for pre-judgment interest are limited by the dates and amount set forth in:

- a. Chapter 304, Texas Finance Code; and
- b. Chapter 41, Tex. Civ. Prac. & Rem. Code.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs/Counter-Defendants pray that Defendant/Counter-Plaintiff take nothing from Plaintiffs/Counter-Defendants, that Plaintiffs/Counter-Defendants recover their costs of court, and for such other and further relief, at law or in equity, both general and specific, to which Plaintiffs/Counter-Defendants may be justly entitled.


Respectfully submitted,

GLYNIS L. ZAVARELLI

State Bar No. 00788743

gzavarelli@wandzlaw.com

MICHELLE S. SORTOR

msortor@wandzlaw.com

State Bar No. 24056336

WENTZ & ZAVARELLI, L.L.P.

3120 Sabre Drive, Suite 170

Southlake, Texas 76092

(469) 665-9100 – Telephone

(469) 665-9106 – Facsimile

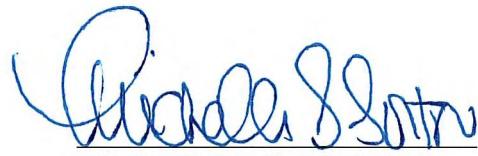
**ATTORNEY FOR PLAINTIFFS/
COUNTER-DEFENDANTS**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served on counsel of record this **20TH** day of **October, 2025**, in accordance with the Texas Rules of Civil Procedure.

Via Electronic Service

Kathryn Copeland


MICHELLE S. SORTOR

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 107039923

Filing Code Description: Answer/Response

Filing Description: Plaintiffs'/Counter-Defendants' Original Answer to

Defendant/Counter-Plaintiff's Counter-Claims

Status as of 10/20/2025 12:34 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Glynis L.Zavarelli		gzavarelli@wandzlaw.com	10/20/2025 12:08:54 PM	SENT
Michelle Sortor		msortor@wandzlaw.com	10/20/2025 12:08:54 PM	SENT
Kathryn Copeland		kcopelandlaw@gmail.com	10/20/2025 12:08:54 PM	SENT
Courtney Cotten		ccotten@wandzlaw.com	10/20/2025 12:08:54 PM	SENT
Rebecca Young		ryoung@wandzlaw.com	10/20/2025 12:08:54 PM	SENT
Krystina Hickey		khickey@wandzlaw.com	10/20/2025 12:08:54 PM	SENT
Kathryn Copeland		k.m.copeland@tcu.edu	10/20/2025 12:08:54 PM	SENT
Aayush Dhurka		adhrurka@wandzlaw.com	10/20/2025 12:08:54 PM	SENT

**Ex. F: August 15, 2025 Email
from Amye R. Brochstein**

Subject: RE: Claim # 1722960--Clarification of Coverage Scope, Relocation Dates, and Preservation of Evidence
Date: Friday, August 15, 2025 at 8:15:29 AM Central Daylight Time
From: Brochstein, Amye
To: Copeland, Katie

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Katie:

The temporary housing/hotel will be extended until the remediation is completed (dates of anticipated completion are being requested). We will be responding to your email shortly.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626
O: 609.512.4510 | amey.brochstein@phly.com
[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Thursday, August 14, 2025 7:42 PM
To: Brochstein, Amye <Amye.Brochstein@phly.com>
Subject: Claim # 1722960--Clarification of Coverage Scope, Relocation Dates, and Preservation of Evidence
Importance: High

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Ms. Brochstein,

I need to clarify two points urgently:

1. In your August 6 email, you stated my hotel stay would be extended through August 18. The Nobleman Hotel advised that they were instructed an extension only through tomorrow, August 15, and requested my personal card for incidentals. Please confirm the correct date and whether Weinstein Properties' insurance intends to cover all hotel costs, including incidentals, without shifting the burden to me. I have not been provided a per diem, nor access to suitable

accommodations for my medical conditions,

2. Which of my claims are being defended under your insured's policy, and which do you assert are outside coverage? I need clarity so I can address uncovered claims separately without confusion.

To date, I have not received clear confirmation of the remediation protocol, its approval status, anticipated timeline, or any intent to communicate with me regarding the process. I have not received any updated written notice from your office or the property regarding changes in the hotel stay.

New ADA/FHA Accommodation Request

- **Request:** Immediate relocation to an ADA-compliant residence until a permanent residence is secured, plus financial assistance for moving costs and per diem (\$75/day). This is reasonable under the ADA (42 U.S.C. § 12182) and FHA (42 U.S.C. § 3604(f)), given my medical vulnerabilities and what I have endured so far.
- **Reality:** If Weinstein denies this, it strengthens my ADA/FHA and retaliation claims (especially for not extending my stay and after they removed their credit card from the room and forced me to use mine or be locked out every night), increasing damages significantly.

Please advise what additional information you need to evaluate their policy compliance, particularly regarding maintenance and disclosure. I cannot return until remediation complies with Texas regulations (16 TAC § 78). My prior demands (relocation, medical reimbursement, full remediation) remain unresolved.

For the record, I am issuing a formal spoliation notice covering all records and communications relating to the construction, maintenance, and habitability of Unit 2145, prior tenant complaints, remediation efforts, and communications with agencies such as City of Fort Worth Code Compliance, TDLR, HUD, DOJ, and DSHS.

Please confirm whether you are preserving these records and ensuring your insured is doing the same.

Sincerely,
Katie Copeland
817-789-8498

From: Brochstein, Amye <Amye.Brochstein@phly.com>

Date: Thursday, August 7, 2025 at 10:34 AM

To: Copeland, Katie <K.M.COPELAND@tcu.edu>

Subject: RE: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

I spoke with the insured and the hotel is being extended to Monday August 18, 2025. Please advise if you will be returning to the apartment at that time or moving somewhere else.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626
O: 609.512.4510 | amye.brochstein@phly.com
[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Wednesday, August 6, 2025 9:08 AM
To: Brochstein, Amye <Ameye.Brochstein@phly.com>
Subject: Re: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Can you please connect with them about extending my hotel stay? I think it was extended through today, but obviously we're going to need more time to figure out what's next.

Thank you,
Katie Copeland
817-789-8498

On Aug 5, 2025, at 3:12 PM, Brochstein, Amye <Ameye.Brochstein@phly.com> wrote:

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Thank you, Ms. Copeland, I will review and respond shortly.

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626

O: 609.512.4510 | amye.brochstein@phly.com

[ThinkPHLY.com](#) – Find out why you should **ThinkPHLY** first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Tuesday, August 5, 2025 1:18 PM

To: Brochstein, Amye <Amye.Brochstein@phly.com>

Subject: Re: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Dear Ms. Brochstein,

Thank you for your voicemail and email regarding my claim related to toxic mold exposure at 405 Crawford Street, Apt. 2145.

Attached are the following documents for your review:

1. My June 27, 2025, formal notice of habitability concerns
2. The BioTex mold assessment, which deems the unit uninhabitable and confirms the presence of painted-over mold (indicating the condition existed before my move-in)
3. Supporting photos and maintenance records documenting Weinstein Properties' knowledge of mold beginning in October 2024, and their failure to take appropriate action thereafter

Please let me know if you require any additional documentation to evaluate policy compliance—particularly regarding Texas disclosure laws, failure to mitigate, or potential material misrepresentations during underwriting or claim response.

As someone who formerly worked in insurance adjusting, I'm aware that certain omissions and delays—especially when linked to health risk—can raise significant concerns about compliance and exclusions.

I appreciate your time and look forward to discussing this further.

Warmly,

Katie Copeland

(817) 789-8498

From: Brochstein, Amye <Amye.Brochstein@phly.com>

Date: Monday, August 4, 2025 at 5:22 PM

To: Copeland, Katie <K.M.COPELAND@tcu.edu>

Subject: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Ms. Copeland:

Per my voicemail today, I am the claims examiner handling the above matter for Weinstein Properties. They have provided me with information regarding your claim as well as your emails from 7/30 and 8/1 with what you are seeking to settle this matter. We are reviewing all the documentation, including your demands and have requested additional time to do so and respond. Please contact me to discuss.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

Claims Department
P.O. Box 950
Bala Cynwyd, PA 19004
Email: claimmail@phly.com
(please include last 7-digits of claim # at the end of the subject line)

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08628

O: 609.512.4510| amee.brochstein@phly.com

Hear what our agents are saying about their experience with [The PHLY Difference](#)

Please consider the environment before printing this email.

***** Internet Email Confidentiality ***** The

information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email.

***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email. ***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email. ***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Ex. G: November 3, 2025

Email from Amye R. Brochstein

Subject: RE: Claim #1722960 – Immediate Housing Needed Pending Completion of Remediation
Date: Monday, November 3, 2025 at 2:02:20 PM Central Standard Time
From: Brochstein, Amye
To: Copeland, Katie
CC: Glynis Zavarelli, Michelle Sortor

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Ms. Copeland:

As your lease expired on October 26, 2025, there is no further obligation for alternative housing as you are no longer a tenant at the Weinstein property. Additionally, as you are not an insured under the policy, I cannot provide any information as to the insurance policy or coverage. As you are aware, defense counsel Glynis Zavarelli and Michelle Sorto are Weinstein's counsel in this matter and as such please direct all correspondence to them.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626
O: 609.512.4510 | amey.brochstein@phly.com
[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Monday, November 3, 2025 12:03 PM
To: Brochstein, Amye <Amye.Brochstein@phly.com>
Cc: Glynis Zavarelli <gzavarelli@wandzlaw.com>; Michelle Sortor <msortor@wandzlaw.com>
Subject: Claim #1722960 – Immediate Housing Needed Pending Completion of Remediation
Importance: High

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Dear Ms. Brochstein,

I'm following up on your August 15 assurance that "*the temporary housing/hotel will be extended until the remediation is completed.*" As of **November 3, 2025**, remediation remains incomplete. The September protocol (Dayna Boor, Dallas Mold Consultants)

contemplates work on **both the unit and the contents**. It appears the company currently holding portions of my contents (**Reign Restoration**) is **not licensed under 16 TAC § 78** to perform mold remediation, and my contents are split across multiple locations. No licensed clearance has been issued for the unit or contents.

Because remediation (including contents) is not complete, I am displaced and need **hotel accommodations reinstated immediately** consistent with your written assurance.

Please confirm by close of business **today**:

1. That temporary housing will be provided effective immediately; and
2. The anticipated dates for licensed contents remediation and final clearance testing.

Finally, please confirm whether **coverage for temporary housing and contents remediation remains active and undisputed**, or if any portion of this claim has been **denied, limited, or reserved under the policy**. If coverage has been restricted in any way, please identify the specific basis and date of that determination so I can address it appropriately.

Given my medical conditions, lapses in safe housing present health risks. Thank you for the prompt written confirmation so I can plan accordingly.

Sincerely,
Katie Copeland
(817) 789-8498
K.M.Copeland@tcu.edu

cc: Counsel for Weinstein Properties (*for awareness only; this correspondence concerns coverage administration and temporary-housing obligations, not litigation strategy or settlement.*)

From: Brochstein, Amye <Ameye.Brochstein@phly.com>

Date: Friday, August 15, 2025 at 8:15 AM

To: Copeland, Katie <K.M.COPELAND@tcu.edu>

Subject: RE: Claim # 1722960--Clarification of Coverage Scope, Relocation Dates, and Preservation of Evidence

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Katie:

The temporary housing/hotel will be extended until the remediation is completed (dates of anticipated completion are being requested). We will be responding to your email shortly.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626

O: 609.512.4510 | amye.brochstein@phly.com

[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Thursday, August 14, 2025 7:42 PM

To: Brochstein, Amye <Ameye.Brochstein@phly.com>

Subject: Claim # 1722960--Clarification of Coverage Scope, Relocation Dates, and Preservation of Evidence

Importance: High

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Ms. Brochstein,

I need to clarify two points urgently:

1. In your August 6 email, you stated my hotel stay would be extended through August 18. The Nobleman Hotel advised that they were instructed an extension only through tomorrow, August 15, and requested my personal card for incidentals. Please confirm the correct date and whether Weinstein Properties' insurance intends to cover all hotel costs, including incidentals, without shifting the burden to me. I have not been provided a per diem, nor access to suitable accommodations for my medical conditions,
2. Which of my claims are being defended under your insured's policy, and which do you assert are outside coverage? I need clarity so I can address uncovered claims separately without confusion.

To date, I have not received clear confirmation of the remediation protocol, its approval status, anticipated timeline, or any intent to communicate with me regarding the process. I have not received any updated written notice from your office or the property regarding changes in the hotel stay.

New ADA/FHA Accommodation Request

- **Request:** Immediate relocation to an ADA-compliant residence until a permanent residence is secured, plus financial assistance for moving costs and per diem (\$75/day). This is reasonable under the ADA (42 U.S.C. § 12182) and FHA (42 U.S.C. § 3604(f)), given my medical vulnerabilities and what I have endured so far.
- **Reality:** If Weinstein denies this, it strengthens my ADA/FHA and retaliation claims (especially for not extending my stay and after they removed their credit card from the room and forced me to use mine or be locked out every night), increasing damages significantly.

Please advise what additional information you need to evaluate their policy compliance, particularly regarding maintenance and disclosure. I cannot return until remediation complies with Texas regulations (16 TAC § 78). My prior demands (relocation, medical reimbursement, full remediation) remain unresolved.

For the record, I am issuing a formal spoliation notice covering all records and communications relating to the construction, maintenance, and habitability of Unit 2145, prior tenant complaints, remediation efforts, and communications with agencies such as City of Fort Worth Code Compliance, TDLR, HUD, DOJ, and DSHS.

Please confirm whether you are preserving these records and ensuring your insured is doing the same.

Sincerely,
Katie Copeland
817-789-8498

From: Brochstein, Amye <Amye.Brochstein@phly.com>

Date: Thursday, August 7, 2025 at 10:34 AM

To: Copeland, Katie <K.M.COPELAND@tcu.edu>

Subject: RE: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

I spoke with the insured and the hotel is being extended to Monday August 18, 2025. Please advise if you will be returning to the apartment at that time or moving somewhere else.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626

O: 609.512.4510 | amye.brochstein@phly.com

[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Wednesday, August 6, 2025 9:08 AM

To: Brochstein, Amye <Ameye.Brochstein@phly.com>

Subject: Re: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Can you please connect with them about extending my hotel stay? I think it was extended through today, but obviously we're going to need more time to figure out what's next.

Thank you,

Katie Copeland

817-789-8498

On Aug 5, 2025, at 3:12 PM, Brochstein, Amye <Ameye.Brochstein@phly.com> wrote:

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Thank you, Ms. Copeland, I will review and respond shortly.

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08626

O: 609.512.4510 | amye.brochstein@phly.com

[ThinkPHLY.com](#) – Find out why you should ThinkPHLY first

From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Tuesday, August 5, 2025 1:18 PM

To: Brochstein, Amye <Amye.Brochstein@phly.com>

Subject: Re: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

CAUTION: Be mindful prior to opening non-TMNA attachments and/or links.

Dear Ms. Brochstein,

Thank you for your voicemail and email regarding my claim related to toxic mold exposure at 405 Crawford Street, Apt. 2145.

Attached are the following documents for your review:

1. My June 27, 2025, formal notice of habitability concerns
2. The BioTex mold assessment, which deems the unit uninhabitable and confirms the presence of painted-over mold (indicating the condition existed before my move-in)
3. Supporting photos and maintenance records documenting Weinstein Properties' knowledge of mold beginning in October 2024, and their failure to take appropriate action thereafter

Please let me know if you require any additional documentation to evaluate policy compliance—particularly regarding Texas disclosure laws, failure to mitigate, or potential material misrepresentations during underwriting or claim response.

As someone who formerly worked in insurance adjusting, I'm aware that certain omissions and delays—especially when linked to health risk—can raise significant concerns about compliance and exclusions.

I appreciate your time and look forward to discussing this further.

Warmly,

Katie Copeland

(817) 789-8498

From: Brochstein, Amye <Amye.Brochstein@phly.com>

Date: Monday, August 4, 2025 at 5:22 PM

To: Copeland, Katie <K.M.COPELAND@tcu.edu>

Subject: Weinstein Properties - The Bowery at Southside, TX claim # 1722960

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments

unless you recognize the sender and know the content is safe.

Hi Ms. Copeland:

Per my voicemail today, I am the claims examiner handling the above matter for Weinstein Properties. They have provided me with information regarding your claim as well as your emails from 7/30 and 8/1 with what you are seeking to settle this matter. We are reviewing all the documentation, including your demands and have requested additional time to do so and respond. Please contact me to discuss.

Thanks,

Amye

Amye R. Brochstein, Esq.

Senior Claims Specialist
Philadelphia Insurance Companies
A Member of the Tokio Marine Group

Claims Department
P.O. Box 950
Bala Cynwyd, PA 19004
Email: claimmail@phly.com
(please include last 7-digits of claim # at the end of the subject line)

100 Princeton South Corporate Center, Suite 350 | Ewing, NJ 08628
O: 609.512.4510 | amey.e.brochstein@phly.com

Hear what our agents are saying about their experience with [The PHLY Difference](#)

Please consider the environment before printing this email.

***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email.

***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for

delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email. ***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email. ***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Please consider the environment before printing this email. ***** Internet Email Confidentiality ***** The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

**Ex. L: November 6,
2025 Notice to Vacate
for Non-Payment**

Subject: Notice to Vacate for Non Payment of Rent/Notice of Late Payment
Date: Thursday, November 6, 2025 at 1:30:33 PM Central Standard Time
From: thebowery@weinsteinproperties.com
To: Copeland, Katie
Attachments: NTVTX_444918_263.pdf

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Dear Resident,

You are receiving the attached Notice to Vacate for Non-Payment of Rent/Notice of Late Payment because our records show that you have not yet paid your balance in full, including the current month. A copy of this notice has also been mailed to you via First-Class Mail.

While we understand that this may be a simple oversight, you must pay your balance in full immediately to avoid having to move out by the date indicated on the attached notice.

To pay the total amount due, including any additional daily late fees that have accrued (if applicable), visit the Leasing Office to drop off a cashier's check or money order or you can make a credit card payment by visiting bowerysouthside.com and logging into your online account. Note: There is a convenience fee for credit card payments. Unfortunately, we cannot accept personal checks for past due amounts.

We appreciate your prompt attention to this matter and please do not hesitate to contact us with any questions at (833) 887-1948 or by email at thebowery@weinsteinproperties.com.

Sincerely,
The Bowery at Southside

This communication is an attempt to collect a debt. Any information obtained will be used for that purpose.

11/6/2025

Dear Valued Resident,

You are receiving the attached Notice to Vacate for Nonpayment of Rent because our records show that you have not yet paid your balance in full, including the current month.

While we understand that this may be a simple oversight, you must pay your balance in full immediately to avoid having to move out by the date indicated on the attached notice.

To pay the total amount due, including any additional late fees, court costs or attorney's fees that accrue, visit the Leasing Office to drop off a cashier's check or money order (in person or via the drop box) or you can make a debit/credit card payment by visiting bowerysouthside.com and logging into your online account. *Note: There is a service fee for debit/credit card payments. Unfortunately, we cannot accept personal checks for past due amounts.*

We appreciate your prompt attention to this matter and please do not hesitate to contact us with any questions at (833) 887-1948.

Sincerely,



The Bowery at Southside

This communication is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please consider registering for Auto-Pay once your account is current.

Auto-Pay is a FREE service that automatically debits your bank account each month to pay your total balance.

When enrolled into Auto-Pay, not only do you not have to remember to make a payment each month but you're also automatically entered into a drawing each month for a chance to win \$100 off your rent. *To sign up, login to your Online Resident Services account and visit the Auto-Pay screen.*

Note: You can also use debit/credit card for AutoPay but there is a service fee, using your bank account is FREE.

**NOTICE TO VACATE FOR
NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMS**

11/6/2025

Kathryn Copeland and all other occupants
405 Crawford St Apt# 2145
Fort Worth, TX 76104

RE: Notice to vacate for non-payment of rent, utilities or other sums, TAA Lease Contract dated 05/26/2025 between the residents named above and WMCi Dallas X LLC t/a The Bowery at Southside (owner).

Dear Resident(s):

Because you have not paid the following:

Water - 1140.0 gallons	4.17
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 1140.0 gallons	6.38
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 05/22 - 06/22	1.63
Wastewater Base Charge 05/22 - 06/22	0.87
Service Fee 05/22 - 06/22	1.17
Base Rent (08/2025)	2442.00
Storm Water (08/2025)	1.93
Storage Room (08/2025)	25.00
Valet Trash (08/2025)	30.00
Pest Control Fee (08/2025)	5.00
Res Protect Waiver Only (08/2025)	12.00
Water - 730.0 gallons	2.67
Read 06/22 138730.0 - 07/22 139460.0	
# of Days = 30 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 730.0 gallons	4.09
Read 06/22 138730.0 - 07/22 139460.0	
# of Days = 30 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 06/22 - 07/22	1.63
Wastewater Base Charge 06/22 - 07/22	0.87
Service Fee 06/22 - 07/22	0.83
Base Rent (09/2025)	2442.00
Storm Water (09/2025)	1.93
Storage Room (09/2025)	25.00
Valet Trash (09/2025)	30.00
Pest Control Fee (09/2025)	5.00
Res Protect Waiver Only (09/2025)	12.00
Late Fee, 10% of \$2442.00	244.20
Water - 90.0 gallons	0.33
Read 07/22 139460.0 - 08/22 139550.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 90.0 gallons	0.50
Read 07/22 139460.0 - 08/22 139550.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 07/22 - 08/22	1.63
Wastewater Base Charge 07/22 - 08/22	0.87
Service Fee 07/22 - 08/22	0.30
Base Rent (10/2025)	2442.00

Storm Water (10/2025)	1.93
Storage Room (10/2025)	25.00
Valet Trash (10/2025)	30.00
Pest Control Fee (10/2025)	5.00
Res Protect Waiver Only (10/2025)	12.00
Late Fee, 10% of \$2442.00	244.20
Storage Room \$60.00 @ 27 days	52.26
Water - 180.0 gallons	0.66
Read 08/22 139550.0 - 09/22 139730.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 180.0 gallons	1.01
Read 08/22 139550.0 - 09/22 139730.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 08/22 - 09/22	1.63
Wastewater Base Charge 08/22 - 09/22	0.87
Service Fee 08/22 - 09/22	0.38
Base Rent (11/2025)	2442.00
Storm Water (11/2025)	1.93
Storage Room (11/2025)	25.00
Storage Room (11/2025)	60.00
Valet Trash (11/2025)	30.00
Pest Control Fee (11/2025)	5.00
Res Protect Waiver Only (11/2025)	12.00
Late Fee, 10% of \$2442.00	244.20

Your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums are above.

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59p.m., 12/09/2025. Your failure to move out then will result in appropriate legal action by us before the Justice of the Peace. Delay or postponement of such action does not waive our rights. This notice to vacate is unconditional.

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal Law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.

If you wish to discuss this notice of you vacating the dwelling, please contact us.

11/6/2025

Date notice was given

Signature of owner's representative

Christina Peterson

Printed Name

(833) 887-1948

Phone Number

thebowery@weinsteinproperties.com

Email Address

Proof of Delivery of Notice to Vacate to Resident

On 11/6/2025, I served the NOTICE described herein to the following Resident(s):

Kathryn Copeland

- Notice to vacate – Non-Payment of Rent, Utilities or Other Sums
- FIRST CLASS MAIL; CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR REGISTERED MAIL

11/6/2025

Date notice was given



Signature of owner's representative

Christina Peterson
Printed Name

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 108208457

Filing Code Description: Motion (No Fee)

Filing Description: Defendant???s Verified Motion for Limited Reconsideration of October 29, 2025 Order & Temporary Mandatory Injunction Request

Status as of 11/19/2025 8:35 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Glynis L.Zavarelli		gzavarelli@wandzlaw.com	11/19/2025 2:29:08 AM	SENT
Michelle Sortor		msortor@wandzlaw.com	11/19/2025 2:29:08 AM	SENT
Kathryn Copeland		katie@copelandlawtexas.com	11/19/2025 2:29:08 AM	SENT
Courtney Cotten		ccotten@wandzlaw.com	11/19/2025 2:29:08 AM	SENT
Rebecca Young		ryoung@wandzlaw.com	11/19/2025 2:29:08 AM	SENT
Krystina Hickey		khickey@wandzlaw.com	11/19/2025 2:29:08 AM	SENT
Kathryn Copeland		k.m.copeland@tcu.edu	11/19/2025 2:29:08 AM	SENT
John AllenDouglas		john@jadouglaslaw.com	11/19/2025 2:29:08 AM	SENT
Aayush Dhurka		adhurka@wandzlaw.com	11/19/2025 2:29:08 AM	SENT