

CASE NO. JP-03-25-RR00000029

TENANT:	<u>Kathryn Copeland</u>	§	IN THE JUSTICE COURT
VS.		§	PRECINCT <u>3</u>
LANDLORD:	<u>WMCi X, LLC dba The Bowery at Southside</u>	§	TARRANT COUNTY, TEXAS

FIRST AMENDED PETITION FOR RELIEF UNDER SECTION 92.0563 OF THE TEXAS PROPERTY CODE AND TEXAS RULES OF CIVIL PROCEDURE 509

- 1. COMPLAINT:** Tenant files this petition against the above-named Landlord pursuant to Section 92.0563 of the Texas Property Code because there is a condition in Tenant's residential rental property that would materially affect the health or safety of an ordinary tenant.

Information Regarding Residential Rental Property:

405 Crawford St.	2145	Fort Worth	Tarrant	TX	76104
<i>Street Address</i>	<i>Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>

Landlord's Contact Information (to the extent known):

220 East Broadway Street	Fort Worth	Tarrant	TX	76104	
<i>Business Address</i>	<i>Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>

2. SERVICE OF CITATION: (Check the box next to each statement that is true.)

- Tenant received in writing Landlord's name and business street address.
 Tenant received in writing the name and business street address of Landlord's management company.
 The name of Landlord's management company is Weinstein Properties.

To Tenant's knowledge, this is the Management company's contact information: Phone Number: 804-283-4708

3951 Stillman Parkway	Glen Allen	VA	23060		
<i>Business Address</i>	<i>Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>

- The name of Landlord's on premise manager is Kodi Walker.
To Tenant's knowledge, this is the on premise manager's contact information: Phone Number: 833-887-1948

220 East Broadway Street	Fort Worth	Tarrant	TX	76104	
<i>Business Address</i>	<i>Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>

- The name of Landlord's rent collector serving the residential rental property is _____.
To tenant's knowledge, this is the rent collector's contact information: Phone Number: _____

<i>Business Address</i>	<i>Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Zip</i>
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Defendant is represented in a related matter, JP03-25-SC00028212, by Glynis L. Zavarelli and Michelle Sortor of Wentz & Zavarelli, LLP; 3120 Sabre Drive, Suite 170; Southlake, Texas 76092. However, they have not yet been retained in this case so service should issue to the landlord directly in Fort Worth, Texas.

3. LEASE AND NOTICE: (Check the box next to each statement that is true.)

- The lease is oral. ↑
 The lease is in writing. ↑
 The lease requires the notice to repair or remedy a condition to be in writing.
 Tenant gave written notice to repair or remedy the condition on March 5, 2025 and June 27, 2025
The written notice to repair or remedy the condition was sent via email and electronic portal to management (Weinstein Properties, The Bowery at Southside, Fort Worth, TX 76104) on 3/5/25 and 6/27/25.
 Tenant gave oral notice to repair or remedy the condition on _____.
Name of person(s) to whom notice was given: _____.
Place where notice was given: _____.

4. RENT: At the time Tenant gave notice to repair or remedy the condition, Tenant's rent was:↑

- Current (no rent owed),
Not current but Tenant offered to pay the rent owed and Landlord did not accept it, or
Not current and Tenant did not offer to pay the rent owed.
Tenant's rent is due on the _____ day of the ↑month ↑_____ week ↑_____ (specify any other rent-payment period).
The rent is \$ _____ per ↑month _____ ↑week ↑_____ (specify any other rent-payment period).
Tenant's rent (check one):↑
Is not subsidized by the government
Is subsidized by the government as follows, if known: \$ _____ paid by the government, and
\$ _____ paid by Tenant.

PROPERTY CONDITION: Describe the property condition materially affecting the physical health or safety of an ordinary tenant that Tenant seeks to have repaired or remedied: _____

Please see Attachment A + exhibits.

RELIEF REQUESTED: Tenant requests the following relief: ↑

- A court order directing the landlord to take reasonable action to repair or remedy the condition.
 A court order reducing Tenant's rent from the date of the first repair notice, in portion to the reduced rental value resulting from the condition until the condition is repaired or remedied.
(In the amount of \$ 12,210 to begin on 3/5/2025),↑
 Actual damages in the amount of \$ \$4,848,↑
A civil penalty of one month's rent plus \$500,↑
Attorney's fees and↑court costs.
Tenant states that the total relief requested does not exceed \$20,000, excluding interest and costs of court.

Tenant Signature: Kathryn Copeland

405 Crawford St. Apt. 2145
Street Address Unit No. (if any)
Fort Worth TX 76104
City State Zip

Respectfully submitted,
/s/ John Allen Douglas
JOHN ALLEN DOUGLAS
State Bar No. 24028865
6628 Briar Ridge Lane
Plano, Texas 75024
Tel: (945) 544-8650
John@JADouglasLaw.com

Attachment A

Kathryn Copeland's Verified Statement of Facts and Supporting Timeline

1. Overview

This action is properly brought in Justice Court under Tex. Gov't Code § 27.031(a)(1), as the total relief sought does not exceed \$20,000 exclusive of interest and costs.

Plaintiff Kathryn Copeland rented Unit #2145 at The Bowery at Southside Apartments, 405 Crawford Street, Fort Worth, Texas. The unit was unsafe and uninhabitable from the outset due to hidden mold contamination and prior water damage that were not disclosed to the tenant before move-in. Subsequent maintenance records, inspections, and professional reports confirmed that the unsafe condition existed before tenancy and was exacerbated by repeated moisture intrusions and improper handling by management. The unsafe condition was first reported in October 2024 and repeatedly brought to management's attention through 2025. Despite multiple written notices and professional findings, the landlord failed to repair the condition as required under Texas Property Code Chapter 92.

The condition materially affected the health and safety of an ordinary tenant and directly harmed Plaintiff, who has multiple documented medical disabilities and environmental sensitivities. If the property has since been vacated, Plaintiff requests that the order extend to safe removal, cleaning, or reimbursement for loss of contaminated personal property pursuant to Tex. Prop. Code § 92.0563(b).

2. Pre-Existing Condition and Notice

- Pre-Move-In (2023–2024):**

The unit had a prior HVAC condensate overflow and water-intrusion event that was handled by unlicensed personnel without proper mold clearance. This event caused concealed contamination behind drywall and under flooring near the front entry. The condition was unknown to Plaintiff at lease inception.

- October 7, 2024:**

Visible mold growth was first observed and reported near the front door.

Between August and October 2024, multiple maintenance requests documented water leaks, damp carpeting, and HVAC drainage issues (Exhibit A-6). Management responded only with cosmetic cleaning and painting rather than professional remediation.

- **March 5, 2025:**

Plaintiff sent written notice titled “*Urgent: Mold Issue & Health Concerns*” describing continuing leaks, visible mold, and health deterioration.

- **June 18, 2025:**

Licensed assessor BioTex Inspections confirmed the unit contained Chaetomium, Aspergillus, and Stachybotrys/Memnoniella, declaring it “unfit for human occupancy.”

- **June 27, 2025:**

Plaintiff submitted a formal written notice and request for licensed remediation, ADA-compliant lodging, and contents cleaning per EPA and TDLR standards.

- **August 9, 2025:**

Plaintiff sent a Request for Written Explanation of Delay under Tex. Prop. Code § 92.0561. The landlord failed to respond within five days, thereby shifting the burden of proof under the statute.

The landlord’s ongoing refusal to engage licensed remediation, combined with unlawful entry forced Plaintiff from the unit in July 2025. The landlord’s removed her belongings without a court order or her knowledge and consent in September 2025.

This constituted **constructive eviction** and retaliation under **Tex. Prop. Code § 92.331**, and a continuing failure to repair a condition materially affecting health and safety under **§ 92.056**.

Because the contamination predated tenancy, the condition was not caused by any act or neglect of the tenant and therefore remains the landlord’s responsibility under § 92.052(a)(3).

3. Relief Requested

Plaintiff requests relief under **Tex. Prop. Code §§92.056–92.0563** as follows:

1. **Repair or Remedy Order:** Direct Defendants to engage licensed mold remediation professionals to properly repair and remedy the unsafe conditions, including removal of contaminated materials and post-remediation clearance testing.
2. **Rent Abatement:**
 - o The first written repair notice was sent **March 5, 2025**.
 - o Rent should be reduced to **\$0** from that date through at least **July 2025**, when the property was still unsafe.
 - o The Bowery's own payment ledger (Exhibit A-1) confirms monthly rent charges of **\$2,442**, paid in good standing.
 - o Plaintiff seeks reimbursement in the form of rent abatement from March 5, 2025 through July 31, 2025 ($\$2,442 \times 5 = \$12,210$), reflecting the period during which the premises were materially unsafe.
3. **Actual Damages:** Plaintiff further seeks **\$4,848** for displacement costs, storage, transportation, property loss, and attorneys fees.
4. **Civil Penalty:** Impose a statutory penalty of **one month's rent (\$2,442) plus \$500**, as authorized under Tex. Prop. Code §92.0563(a)(3).
5. **Court Costs:** Award costs of court and any other relief to which Plaintiff is entitled.

Total Requested Relief: \$20,000 (inclusive of all penalties and damages, exclusive of interest and costs).

Plaintiff reserves the right to pursue additional or related claims in district court for ADA, FHA, and DTPA violations.

4. Supporting Evidence

Exhibit	Document Title	Relevance / Evidentiary Summary
A-1	Bowery Payment Ledger (Mar–Jul 2025)	Proof of timely rent payments and standing to request repairs under Tex. Prop. Code § 92.052.
A-2	March 5 2025 Email – “Urgent Mold Issue & Health Concerns”	First written repair request describing unsafe conditions; satisfies § 92.056(a) notice requirement.
A-3	June 27 2025 Formal Accommodation / Repair Request	Second written notice documenting worsening mold contamination; establishes continuing duty to repair.
A-4	August 9 2025 “Request for Written Explanation of Delay”	Invokes Tex. Prop. Code § 92.0561; landlord’s failure to respond within 5 days shifts burden of proof.
A-5	June 18 2025 BioTex Inspection Report	Licensed environmental findings declaring unit “unfit for human occupancy”; proves material health-and-safety defect.
A-6	Lease & Summer 2025 Extension Pages	Establishes rent amount (\$2,442 per month) and tenancy terms for calculation of abatement and statutory damages.
A-7	Final Demand Letter to Weinstein (Oct 26 2025)	Demonstrates final notice, continued refusal to remediate, and exhaustion of pre-suit remedies.
A-8	Weinstein Admissions re Contents & Remediation (Oct 30 2025 Email from Counsel)	Confirms Weinstein’s continued control of tenant’s belongings post-lease, lack of verified licensed remediation, and refusal to provide safe storage or return of property—supporting ongoing failure to repair and constructive eviction under §§ 92.052–.056.

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 the 30th day of October 2025.”



Kathryn Copeland

Verified Statement of Facts – Repair & Remedy Action

I. Jurisdictional and Statutory Foundations

1. This action is brought under **Tex. Prop. Code §§ 92.052–92.0563** and **Tex. Gov’t Code § 27.031(a)(1)**.
 2. Tenant seeks only statutory relief within the Justice Court’s \$20,000 jurisdictional limit, excluding interest and costs, and expressly reserves the right to pursue additional claims in District Court.
-

II. Elements and Supporting Facts

A. Existence and Origin of the Unsafe Condition (§ 92.052(a)(3))

The unsafe condition existed prior to Tenant’s occupancy and was caused by a prior **water intrusion event that was improperly remediated** by or under the direction of the landlord. This latent defect was **unknown to Tenant at the time of lease execution**.

By **no later than October 7, 2024**, visible mold growth appeared inside the front door. Between **August and October 2024**, multiple maintenance requests documented **water leaks, damp carpeting, and HVAC condensation issues**. The landlord failed to conduct **licensed mold testing** or perform **proper remediation** as required under **Tex. Occ. Code § 1958.101**.

These conditions materially affected the health and safety of an ordinary tenant and were later confirmed by **BioTex Inspections’ June 18, 2025 report**, which found **Stachybotrys and Chaetomium** and deemed the unit “**unfit for human occupancy**.” Tenant’s medical history (POTS, MCAS, EDS) makes exposure to these molds medically hazardous—meeting the statute’s *materially affects health or safety* standard.

 **Element satisfied:** existence of a continuing, landlord-caused condition (tangible, verifiable health/safety hazard) materially affecting health or safety.

B. Tenant Gave Proper Written Notice (§ 92.052(b))

1. First Notice – March 5 2025:

Subject line “Urgent: Mold Issue & Health Concerns.” Described mold growth, musty odor, respiratory symptoms, requested licensed remediation.

2. Second Notice – June 27 2025:

Delivered via email and portal with **BioTex report attached**, demanding immediate licensed remediation and ADA/FHA accommodation.

 **Element satisfied:** two written notices, each meeting statutory delivery form.

C. Landlord Failed to Make a Diligent Effort to Repair (§ 92.052(d))

- Landlord delayed five months before any third-party inspection.
- Ignored BioTex findings and used unlicensed “in-house” staff for cleanup, contrary to **Tex. Occ. Code § 1958.101** (licensed mold remediation required).
- Did not complete repairs or obtain post-remediation clearance.

 **Element satisfied:** no reasonable or licensed effort.

D. Tenant Current on Rent When Notice Given (§ 92.052(a)(1))

- Rent \$2,442/mo, current through July 2025 per ledger.
- No delinquency when March 5 or June 27 notices were issued.

 **Element satisfied.**

E. Landlord Failed to Provide Timely Written Explanation of Delay (§ 92.056(e))

- Tenant’s “Request for Written Explanation of Delay” (Aug 9 2025) received **no response**.
- By statute, burden shifts to landlord to prove timely repair attempt or uncontrollable delay.

 **Element satisfied. Burden now on landlord.**

F. Tenant Constructively Evicted (§ 92.008 & 92.056(g))

- Constructive eviction occurred when Tenant left on July 14, 2025 due to mold.
- Landlord's contractor **removed Tenant's belongings (Sept 2025)** without consent.
- Tenant left without habitable housing or property access.

Element satisfied: interference with use and enjoyment of premises.

IV. Summary Timeline of Events

Date	Tenant Action / Evidence	Landlord Response	Legal Significance
Aug–Oct 2024	Leak & odor reports; visible mold (10/7)	No licensed testing	Constructive notice of defect
Mar 5 2025	Formal repair notice email	No repairs	Duty to repair triggered § 92.052
Jun 18 2025	BioTex inspection: unit unfit	Ignored report	Proof of hazard
Jun 27 2025	2nd notice + BioTex report	Refused licensed remediation	Ongoing violation
Aug 9 2025	Request for written delay explanation	No reply	Burden shift § 92.056(e)
Oct 26 2025	Final property info request	Ignored	Continuing harm

V. Conclusion

The landlord's repeated inaction despite valid notice, failure to respond within statutory timeframes, and interference with Tenant's possessions establish a clear violation of **Tex. Prop. Code §§ 92.052–92.0563**. Tenant respectfully requests all relief authorized by law.

Legal Sufficiency Review

Element	Requirement	Shown in Plaintiff's Filing	Assessment
Unsafe condition materially affecting health/safety	§92.052(a)(3)	BioTex report → “Unfit for human occupancy” + visible mold photos	✓
Condition not caused by tenant	§92.052(a)(2)	Pre-existing HVAC leak + maintenance records Aug–Oct 2024	✓
Tenant current on rent at time of notice	§92.052(a)(1)	Exhibit A-1 Ledger + explicit statement	✓
Proper written notice(s)	§92.056(b)(1)	March 5 & June 27 emails + portal logs	✓
Landlord failed to diligently repair	§92.052(d)	Five-month delay, unlicensed remediation	✓
Failure to give written explanation within 5 days	§92.056(e)	Aug 9 request → no response	✓
Relief within \$20k	Rule 509 & §27.031	\$12,210 + \$4,848 + \$2,942 = \$20,000	✓

Exhibit Index

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Exhibit A-1

Payment Ledger



Home > Payments

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Important Information

Online payments are reflected as pending until they are fully processed.

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Tuesday, July 1, 2025

:CHECKscan Payment	-\$2,515.93
Res Protect Waiver Only (07/2025)	+\$12.00
Pest Control Fee (07/2025)	+\$5.00
Valet Trash (07/2025)	+\$30.00
Storage Room (07/2025)	+\$25.00
Storm Water (07/2025)	+\$1.93
Base Rent (07/2025)	+\$2,442.00
Service Fee 04/22 - 05/22	+\$1.16
Wastewater Base Charge 04/22 - 05/22	+\$0.87
Water Base Charge 04/22 - 05/22	+\$1.63
Wastewater - 1120.0 gallons Read 04/22 136470.0 - 05/22 137590.0 # of Days = 30 (Rate is \$5.60 per 1,000 gallons)	+\$8.27
Water - 1120.0 gallons Read 04/22 136470.0 - 05/22 137590.0 # of Days = 30 (Rate is \$3.66 per 1,000 gallons)	+\$4.10

Tuesday, June 24, 2025

Debit Card On-Line Payment ; Web - Resident Services	-\$8.77
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Monday, June 23, 2025

Water Filter Replacement	+\$60.00
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Tuesday, June 3, 2025

:CHECKscan Payment	-\$1,000.00
:CHECKscan Payment	-\$1,000.00
:CHECKscan Payment	-\$510.00

Sunday, June 1, 2025

Res Protect Waiver Only (06/2025)	+\$12.00
Pest Control Fee (06/2025)	+\$5.00
Valet Trash (06/2025)	+\$30. 

Storage Room (06/2025)	+ \$25.00
Storm Water (06/2025)	+ \$1.93
Base Rent (06/2025)	+ \$2,442.00
Service Fee 03/22 - 04/22	+ \$1.10
Wastewater Base Charge 03/22 - 04/22	+ \$0.87
Water Base Charge 03/22 - 04/22	+ \$1.63
Wastewater - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.88
Water - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.84

Saturday, May 31, 2025

Returned Key	- \$60.00
Replacement Apt Key	+ \$50.00

Thursday, May 1, 2025

:CHECKscan Payment	- \$2,589.21
05/2025 Base Rent Correction (Resident renewed at rate of \$2442 starting 5/26)	- \$74.51
Res Protect Waiver Only (05/2025)	+ \$12.00
Pest Control Fee (05/2025) \$3.00 @ 25 days	+ \$2.42
Pest Control Fee (05/2025 \$5.00 @5) 6 days	+ \$0.97
Valet Trash (05/2025) \$20.00 @ 25 days	+ \$16.13
Valet Trash (05/2025 \$30.00 @5) 6 days	+ \$5.81
Storage Room (05/2025)	+ \$25.00
Storm Water (05/2025 \$1.93 @5) 6 days	+ \$0.37
Base Rent (05/2025 \$2827.00 @5) 6 days	+ \$547.16
Base Rent (05/2025) \$2442.00 @ 25 days	+ \$1,969.35
Service Fee 02/22 - 03/22	+ \$0.83
Wastewater Base Charge 02/22 - 03/22	+ \$0.87
Water Base Charge 02/22 - 03/22	+ \$1.63
Wastewater - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$5.60 per 1,000 gallons)	+ \$4.03
Water - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$3.66 per 1,000 gallons)	+ \$2.64

Monday, April 7, 2025

:CHECKscan Payment	- \$2,513.80
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Tuesday, April 1, 2025

Res Protect Waiver Only (04/2025)	+ \$12.00
Pest Control Fee (04/2025)	+ \$3.00
Valet Trash (04/2025)	+ \$20.00
Storage Room (04/2025)	+ \$25.00
Base Rent (04/2025)	+ \$2,442.00
Service Fee 01/22 - 02/22	+ \$0.97
Wastewater Base Charge 01/22 - 02/22	+ \$0.87
Water Base Charge 01/22 - 02/22	+ \$1.63
Wastewater - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.04
Water - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.29

Monday, March 3, 2025

:CHECKscan Payment	- \$2,518.66
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The Bowery at Southside | 220 E Broadway Ave Fort Worth, TX 76104 | [\(833\) 887-1948](#)



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Saturday, March 1, 2025

Res Protect Waiver Only (03/2025)	+ \$12.00
Pest Control Fee (03/2025)	+ \$3.00
Valet Trash (03/2025)	+ \$20.00
Storage Room (03/2025)	+ \$25.00
Base Rent (03/2025)	+ \$2,442.00
Service Fee 12/22 - 01/22	+ \$1.38
Wastewater Base Charge 12/22 - 01/22	+ \$0.78
Water Base Charge 12/22 - 01/22	+ \$1.46
Wastewater - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.91
Water - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$5.13

Saturday, February 1, 2025

Res Protect Waiver Only (02/2025)	+ \$12.00
Pest Control Fee (02/2025)	+ \$3.00
Valet Trash (02/2025)	+ \$20.00
Storage Room (02/2025)	+ \$25.00
Base Rent (02/2025)	+ \$2,442.00
Service Fee 11/22 - 12/22	+ \$1.47
Wastewater Base Charge 11/22 - 12/22	+ \$0.78
Water Base Charge 11/22 - 12/22	+ \$1.46
Wastewater - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$8.52
Water - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5.52

Friday, January 31, 2025

:CHECKscan Payment

- \$2,519.



Friday, January 3, 2025

:CHECKscan Payment - \$2,450.60

Wednesday, January 1, 2025

Res Protect Waiver Only (01/2025) + \$12.00

Pest Control Fee (01/2025) + \$3.00

Valet Trash (01/2025) + \$20.00

Storage Room (01/2025) + \$25.00

Base Rent (01/2025) + \$2,442.00

Service Fee 10/22 - 11/22 + \$1.32

Wastewater Base Charge 10/22 - 11/22 + \$0.78

Water Base Charge 10/22 - 11/22 + \$1.46

Wastewater - 1350.0 gallons Read 10/22 129500.0 - 11/22 130850.0 #
of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$7.52Water - 1350.0 gallons Read 10/22 129500.0 - 11/22 130850.0 #
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$4.87**Thursday, December 5, 2024**

Debit Card On-Line Payment ; Web - Resident Services - \$773.00

Wednesday, December 4, 2024

Debit Card On-Line Payment ; Web - Resident Services - \$750.00

Online Payment - EFT Payment. Web - Resident Services - \$900.00

Sunday, December 1, 202412/2024 Base Rent Correction (Resident renewed at rate of
\$2442 starting 12/23) - \$87.35

Res Protect Waiver Only (12/2024) + \$12.00

Pest Control Fee (12/2024) + \$3.00

Valet Trash (12/2024) + \$20.00

Storage Room (12/2024) + \$25.00

Base Rent (12/2024 \$2674.00 @4) 9 days + \$776.32

Base Rent (12/2024) \$2214.00 @ 22 days + \$1,571.23

Service Fee 09/22 - 10/22 + \$1.28

Wastewater Base Charge 09/22 - 10/22 + \$0.78

Water Base Charge 09/22 - 10/22 + \$1.46

Wastewater - 1300.0 gallons Read 09/22 128200.0 - 10/22
129500.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons) + \$7.24Water - 1300.0 gallons Read 09/22 128200.0 - 10/22 129500.0 #
of Days = 30 (Rate is \$3.61 per 1,000 gallons) + \$4.69

Friday, November 1, 2024

Online Payment - EFT Payment. Web - Resident Services	-\$2,240.45
Res Protect Waiver Only Correction for November 2024	+\$12.00
Pest Control Fee (11/2024)	+\$3.00
Valet Trash (11/2024)	+\$20.00
Storage Room (11/2024)	+\$25.00
Base Rent (11/2024)	+\$2,214.00
Service Fee 08/22 - 09/22	+\$1.33
Wastewater Base Charge 08/22 - 09/22	+\$0.78
Water Base Charge 08/22 - 09/22	+\$1.46
Wastewater - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+\$7.83
Water - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+\$4.95

Monday, October 21, 2024

Res Protect Waiver Only Correction for October 2024	+\$4.26
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« < 1 2 3 4 5 > »

Have questions?

Please review our FAQ pages for:

- [!\[\]\(24180132e7ad141ac8d162de88314f32_img.jpg\) Debit Cards !\[\]\(7535d9415afb5f4103c31b67c82b11da_img.jpg\)](#)
- [!\[\]\(01a1dcee06d8f5c6f4bc87cbe36a7599_img.jpg\) Credit Cards !\[\]\(d52aade46281c841d8dc56accd1ea821_img.jpg\)](#)
- [!\[\]\(6c8761d0f8faf034a1880b1850327e8f_img.jpg\) Bank Accounts !\[\]\(ecc99084c551b38ebd456f7b464b6bfe_img.jpg\)](#)

The Bowery at Southside | 220 E Broadway Ave Fort Worth, TX 76104 | [\(833\)887-1948](tel:(833)887-1948)



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|  [Accessibility Statement](#)





Home > Payments

Recent Activity

Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

Tuesday, October 1, 2024

Pest Control Fee (10/2024)	+ \$3.00
Valet Trash (10/2024)	+ \$20.00
Storage Room (10/2024)	+ \$25.00
Base Rent (10/2024)	+ \$2,214.00
Service Fee 07/22 - 08/22	+ \$1.63
Wastewater Base Charge 07/22 - 08/22	+ \$0.78
Water Base Charge 07/22 - 08/22	+ \$1.46
Wastewater - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$9.64
Water - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$6.25

Monday, September 16, 2024

Online Payment - EFT Payment. Web - Resident Services	- \$2,335.72
---	--------------

Tuesday, September 3, 2024

Credit Card On-Line Payment ; Mobile Web - Resident Services	- \$2,278.75
--	--------------

Sunday, September 1, 2024

Pest Control Fee (09/2024)	+ \$3.00
Valet Trash (09/2024)	+ \$20.00
Storage Room (09/2024)	+ \$25.00
Base Rent (09/2024)	+ \$2,214.00
Service Fee 06/22 - 07/22	+ \$1.38
Wastewater Base Charge 06/22 - 07/22	+ \$0.78
Water Base Charge 06/22 - 07/22	+ \$1.46
Wastewater - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$7.97
Water - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5. 

Monday, August 5, 2024Online Payment - EFT Payment. Web - Resident Services -\$2,281.65**Thursday, August 1, 2024**Pest Control Fee (08/2024) +\$3.00Valet Trash (08/2024) +\$20.00Storage Room (08/2024) +\$25.00Base Rent (08/2024) +\$2,214.00Service Fee 05/22 - 06/22 +\$1.62Wastewater Base Charge 05/22 - 06/22 +\$0.78Water Base Charge 05/22 - 06/22 +\$1.46Wastewater - 1720.0 gallons Read 05/22 121950.0 - 06/22
123670.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) +\$9.58Water - 1720.0 gallons Read 05/22 121950.0 - 06/22 123670.0 #
of Days = 31 (Rate is \$3.61 per 1,000 gallons) +\$6.21**Friday, July 5, 2024**Online Payment - EFT Payment. Mobile Web - Resident Services -\$161.61Online Payment - EFT Payment. Web - Resident Services -\$60.00Online Payment - EFT Payment. Web - Resident Services -\$1,500.00Debit Card On-Line Payment ; Web - Resident Services -\$555.00**Monday, July 1, 2024**Pest Control Fee (07/2024) +\$3.00Valet Trash (07/2024) +\$20.00Storage Room (07/2024) +\$25.00Base Rent (07/2024) +\$2,214.00Service Fee 04/22 - 05/22 +\$1.29Wastewater Base Charge 04/22 - 05/22 +\$0.78Water Base Charge 04/22 - 05/22 +\$1.46Wastewater - 1320.0 gallons Read 04/22 120630.0 - 05/22
121950.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons) +\$7.35Water - 1320.0 gallons Read 04/22 120630.0 - 05/22 121950.0 #
of Days = 30 (Rate is \$3.61 per 1,000 gallons) +\$4.77**Saturday, June 1, 2024**Pest Control Fee (06/2024) +\$3.00Valet Trash (06/2024) +\$20.00Storage Room (06/2024) +\$25.00Base Rent (06/2024) +\$2,214.00

Exhibit A-2

Maintenance Requests and Notice Emails

Subject: Urgent: Mold Issue & Health Concerns
Date: Wednesday, March 5, 2025 at 12:52:24 PM Central Standard Time
From: Katie Copeland
To: Bowery Southside

Hello, I never realized mold was so serious. I just asked ChatGPT about the mold and my unique constellation of diseases. It told me this was urgent and suggested I write the following:

I am reaching out to report a concerning mold issue in my apartment. I have noticed mold growing in the corner of my entryway, which raises concerns that there may be mold in other areas as well. Given my medical conditions, this is an urgent issue that could severely impact my health.

I have several chronic illnesses, including mast cell activation syndrome (MCAS), celiac disease, and long COVID, among others, which make me extremely sensitive to environmental triggers like mold. Mold exposure can cause severe allergic reactions, respiratory issues, immune system dysfunction, and increased inflammation, all of which could seriously worsen my condition.

Because of these health risks, I need an inspection as soon as possible to determine the extent of the mold issue and whether remediation is necessary. If testing confirms a mold problem, I will need immediate intervention to ensure my apartment remains a safe living environment.

Please let me know how soon we can schedule an inspection and discuss next steps. I appreciate your prompt attention to this matter, as it directly affects my ability to safely remain in my home.

Separate question: do you know anyone who does dog walking in our complex or nearby? I had a medical procedure done today and it would be great if I could pay someone to walk my dogs since I am not able to move much.

Best,

Katie Copeland
817-789-8498

Home > Maintenance

[NEW REQUEST](#)

Search

ID	3385935
COMPLETED ON	Monday, October 7, 2024
DESCRIPTION	Inside the front door in the corner, it looks like...

ID	3372481
COMPLETED ON	Monday, September 23, 2024
DESCRIPTION	**A-c leaking again - paged out on 9-21-24 at 3:49...

ID	3366861
COMPLETED ON	Wednesday, October 2, 2024
DESCRIPTION	I noticed a wet spot by the door in my second bed...

ID	3366347
COMPLETED ON	Monday, September 16, 2024
DESCRIPTION	Please change my air filter. Please also check to ...

ID	3351949
COMPLETED ON	Thursday, August 29, 2024

Request #3351949 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

Id: 3351949

Status: Work Completed

Originator: Kathryn Copeland

Request JC: Thursday, August 29, 2024 2:50 PM

Completed On: Thursday, August 29, 2024

Priority: Normal

Category: Plumbing

Description: I think there may be a leak under my kitchen sink because my trash bags were wet. There is also a bit of a smell.

Property Access

Access instructions:

Home > Maintenance

[NEW REQUEST](#)

Search

ID	3385935
COMPLETED ON	Monday, October 7, 2024
DESCRIPTION	Inside the front door in the corner, it looks like...

ID	3372481
COMPLETED ON	Monday, September 23, 2024
DESCRIPTION	**A-c leaking again - paged out on 9-21-24 at 3:49...

ID	3366861
COMPLETED ON	Wednesday, October 2, 2024
DESCRIPTION	I noticed a wet spot by the door in my second bed...

ID	3366347
COMPLETED ON	Monday, September 16, 2024
DESCRIPTION	Please change my air filter. Please also check to ...

ID	3351949
COMPLETED ON	Thursday, August 29, 2024

Request #3385935 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

Id: 3385935

Status: Work Completed

Originator: Kathryn Copeland

Requested On: Monday, October 7, 2024 4:34 AM

Completed On: Monday, October 7, 2024

Priority: Normal

Category: Other

Description: Inside the front door in the corner, it looks like there is mold growing on the wall.

Property Access

Access instructions

Home > Maintenance

[NEW REQUEST](#)

Search

ID	3592514
COMPLETED ON	Wednesday, June 4, 2025
DESCRIPTION	Hi - I am not sure if it is the A/C or a leak some...

ID	3583000
COMPLETED ON	Wednesday, May 28, 2025
DESCRIPTION	Monthly reminder to change filter, thanks!

ID	3525904
COMPLETED ON	Monday, March 24, 2025
DESCRIPTION	I have a reminder on my calendar to ask you to che...

ID	3519926
COMPLETED ON	Monday, March 17, 2025
DESCRIPTION	The light in my refrigerator and freezer are both ...

ID	3510659
COMPLETED ON	Thursday, March 6, 2025

Request #3510659 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

ID: 3510659

Status: Work Completed

Originator: Kathryn Copeland

Requested On: Wednesday, March 5, 2025 5:47 PM

Completed On: Thursday, March 6, 2025

Priority: Normal

Category: Other

Description: I noticed mold growing again .

Property Access

Access instructions

Home >

Maintenance

[NEW REQUEST](#)

Search

ID	3592514
COMPLETED ON	Wednesday, June 4, 2025
DESCRIPTION	Hi - I am not sure if it is the A/C or a leak some...
ID	3583000
COMPLETED ON	Wednesday, May 28, 2025
DESCRIPTION	Monthly reminder to change filter, thanks!
ID	3525904
COMPLETED ON	Monday, March 24, 2025
DESCRIPTION	I have a reminder on my calendar to ask you to che...
ID	3519926
COMPLETED ON	Monday, March 17, 2025
DESCRIPTION	The light in my refrigerator and freezer are both ...
ID	3510659
COMPLETED ON	Thursday, March 6, 2025

Request #3592514 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

Id	3592514
Status	Work Completed
Originator	Kathryn Copeland
Requested On	Tuesday, June 3, 2025 7:42 PM
Completed On	Wednesday, June 4, 2025
Priority	Normal
Category	Heating and Air
Description	Hi - I am not sure if it is the A/C or a leak somewhere, but I hear a consistent dripping or splashing sound in my main living area. It's pretty noticeable.

Property Access

Access instructions

Home > Maintenance

[NEW REQUEST](#)

Search

ID	3259400
COMPLETED ON	Monday, June 3, 2024
DESCRIPTION	It is not cooling my apartment, started over the p...

ID	3165522
COMPLETED ON	Thursday, February 22, 2024
DESCRIPTION	I just went to open the dishwasher and the handle ...

ID	3135872
COMPLETED ON	Wednesday, January 17, 2024
DESCRIPTION	Window by desk in back right corner of living room...

ID	3135869
COMPLETED ON	Wednesday, January 17, 2024
DESCRIPTION	Door to the 2nd bathroom near the living room is o...

ID	3092401
COMPLETED ON	Monday, December 4, 2023

Request #3259400 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

ID: 3259400

Status: Work Completed

Originator: Kathryn Copeland

Requested On: Saturday, June 1, 2024 11:08 PM

Completed On: Monday, June 3, 2024

Priority: Emergency Night

Category: Heating and Air

Description: It is not cooling my apartment, started over the past few days.
**paged out 6-1 @ 8:10PM EST

Property Access

Access Instructions: Dogs are usually in their crate

Home > Maintenance

[NEW REQUEST](#)

Search

ID	3385935
COMPLETED ON	Monday, October 7, 2024
DESCRIPTION	Inside the front door in the corner, it looks like...

ID	3372481
COMPLETED ON	Monday, September 23, 2024
DESCRIPTION	**A-c leaking again - paged out on 9-21-24 at 3:49...

ID	3366861
COMPLETED ON	Wednesday, October 2, 2024
DESCRIPTION	I noticed a wet spot by the door in my second bedr...

ID	3366347
COMPLETED ON	Monday, September 16, 2024
DESCRIPTION	Please change my air filter. Please also check to ...

ID	3351949
COMPLETED ON	Thursday, August 29, 2024

Request #3372481 (X)

Important Information [Show Less](#)

IMPORTANT: For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

For maintenance emergencies, please call (833) 887-1948 and select option 2.

Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

Request Details

Id	3372481
Status	Work Completed
Originator	Kathryn Copeland
Requested On	Saturday, September 21, 2024 7:30 PM
Completed On	Monday, September 23, 2024
Priority	Emergency Night
Category	Heating and Air
Description	**A-c leaking again - paged out on 9-21-24 at 3:49PM

Property Access

Access instructions

Exhibit A-3

June 27, 2025 Second
Formal Notice and
Request for Licensed
Remediation

Subject: URGENT HEALTH & SAFETY ISSUE – Formal Notice & Request for Accommodations – The Bowery at Southside Unit #2145

Date: Friday, June 27, 2025 at 8:57:38 AM Central Daylight Time

From: Copeland, Katie

To: The Bowery at Southside, The Bowery at Southside, wp@weinsteinproperties.com, aweberstein@weinsteinproperties.com

Priority: High

Attachments: 6.27.25 Letter.pdf, 6.26.25 Nobleman Hotel and Air BnB options (optimized).pdf, star-telegram.com-800 residents wait to get in Cooper Apartments after 6-alarm Fort Worth fire.pdf, 6.27.25 Attachment to Letter (optimized).pdf

To whom it may concern,

Please find attached a formal demand letter regarding the confirmed presence of toxic mold in my apartment (#2145 at The Bowery at Southside) and Weinstein Properties' failure to adequately respond to multiple notices of this health hazard. A licensed environmental consultant has now declared the unit "unfit for human occupancy."

This matter is time-sensitive due to both my medical condition and the current shortage of nearby lodging, as noted in the attached news article. I am asking for your immediate help with relocation to avoid further medical harm.

Thank you for your prompt attention to this serious issue.

Warmly,
Katie Copeland
817-789-8498

WITHOUT PREJUDICE

Kathryn Copeland
405 Crawford St. #2145
Fort Worth, Texas 76104
(817) 789-8498
[REDACTED]

June 27, 2025

To: Bowery at Southside Management and Weinstein Properties Team

Re: Apartment #2145, The Bowery at Southside, Fort Worth, TX 76104

OPPORTUNITY FOR AMICABLE RESOLUTION

I'm writing in good faith to request your assistance with a serious health and safety hazard in my unit. Professional testing has confirmed dangerous mold levels that require immediate attention. As a tenant who has consistently paid rent on time for the past 20 months, I'm hoping we can work together to resolve this situation promptly and professionally.

As someone with documented disabilities who requires reasonable accommodations, I'm hopeful that Weinstein Properties will demonstrate its commitment to ADA compliance and fair housing principles through a prompt, cooperative response to this health emergency.

CONFIRMED HAZARDOUS CONDITION

On June 22, 2025, BioTex (License #MAC1813) issued a professional mold assessment that revealed:

- **Dangerous Mold Types:** Laboratory testing confirmed elevated levels of:
 - Aspergillus/Penicillium
 - Chaetomium
 - Stachybotrys/Memnoniella (black mold)
- **Professional Remediation Required:** The assessment states "BioTex Inspections recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials."
- Elevated mold levels throughout the apartment, including bedroom areas

- The report explicitly declares 405 Crawford Street, Apt. 2145, Fort Worth, TX as "**unfit for human occupancy**" until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules."

These findings confirm what I first reported on August 29, 2024, October 7, 2024, and again on March 5, 2025. The complete assessment report is attached for your review.

Under Texas law, this constitutes a condition that "materially affects the physical health or safety of an ordinary tenant" as specified in Property Code §92.052(a)(3)(A), and even more significantly impacts my health given my documented medical vulnerabilities.

REQUEST FOR DOCUMENTATION:

Please provide all maintenance records for Apartment 2145 prior to my tenancy, including building leaks or water intrusion.

TEMPORARY HOUSING:

I am requesting immediate relocation assistance in the form of a furnished, mold-free, and medically appropriate temporary housing arrangement. This may include, but is not limited to, extended stay hotels, corporate housing, or short-term rentals (e.g., Airbnb, Furnished Finder), provided the environment supports my recovery, accommodates necessary medical care, and safely houses me, my two daughters, my service animals, and any caregivers or guests.

The temporary space must offer at minimum:

- Two separate room / sleeping areas
- Access to a full-size refrigerator and kitchen or kitchenette
- A clean, low-toxin environment that supports recovery from toxic mold exposure and related medical conditions

This request is narrowly tailored to avoid further medical harm and reduce the need for ongoing emergency treatment or inpatient care.

REMEDIES AND ACCOMMODATIONS

Please provide, **in writing within 7 days** of receipt (by **July 3, 2025**):

1. **Immediate Temporary Housing:** Alternative accommodation for three occupants and two dogs at The Nobleman Hotel across the street (two adjoining rooms with kitchenette) and pet accommodation at Doggie Digs next door (\$85/night for two dogs sharing a crate), beginning immediately and lasting until the unit passes clearance testing. I am also open to discussing other relocation options.
2. **Licensed Mold Remediation:** Engagement of a Texas-licensed Mold Assessment Consultant to develop a protocol and oversee remediation, including proper containment, negative air pressure, and post-remediation clearance testing.
3. **Medical Expense Reimbursement:** Compensation for medical expenses reasonably related to mold exposure.
4. **Written Documentation:** Confirmation of the assigned vendor's name, license number, remediation plan, and timeline for completion.

Please note that this letter constitutes formal notice under Texas Property Code §92.056(b)(3) also being sent by certified mail, return receipt requested. The statutory timeline for response and remediation begins upon your receipt of this notice.

TIME-SENSITIVE CONSIDERATIONS

Two factors make this situation particularly urgent:

1. The Fort Worth Star Telegram reported that 800 residents were displaced by an apartment fire at The Cooper Apartments less than a mile from The Bowery on June 24, 2025. These residents are currently seeking temporary accommodations in our area, making hotel rooms increasingly scarce (article attached).
2. My next scheduled medical appointments are on July 2 and July 7, and my doctors have emphasized the importance of reducing my exposure before these evaluations to get accurate readings.

I'm concerned that without prompt action, suitable accommodations may become unavailable, and my health may deteriorate further.

LEGAL FRAMEWORK

While I hope we can resolve this matter cooperatively, I should note that this situation implicates several important legal frameworks:

Texas Property Code §92.052 and §92.056

- Requires landlords to remedy conditions materially affecting tenant health and safety
- Establishes a rebuttable presumption that seven days is a reasonable repair time
- Provides remedies including lease termination, repair and deduct, and judicial remedies
- This notice satisfies the formal notice requirements under these provisions

Americans with Disabilities Act (ADA) & Fair Housing Act

- My documented medical conditions qualify as disabilities requiring reasonable accommodation
- The request for temporary relocation constitutes a reasonable accommodation for my disabilities
- Housing providers must make reasonable accommodations when necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling
- Failure to provide reasonable accommodations may constitute disability discrimination

Texas Deceptive Trade Practices Act (DTPA)

- Prohibits misrepresentations about the characteristics or qualities of goods or services
- Protects consumers against failure to disclose information about goods or services
- Provides for economic damages, mental anguish damages, and potentially treble damages
- Continuing to represent the apartment as habitable despite known mold issues may constitute a DTPA violation
- This letter constitutes notice under §17.505 of the Texas Deceptive Trade Practices Act. Your actions violate §17.46(b)(5), §17.46(b)(7), and §17.50(a)(2) of the DTPA by:
 - Representing that goods or services have characteristics or benefits they do not have

- Representing that goods or services are of a particular standard or quality when they are of another
 - Breaching the implied warranty of habitability
 - Failing to disclose known material defects and health hazards, including the presence of mold and prior water intrusion, which you had a duty to disclose.
- This letter provides you with the opportunity to settle this matter within 60 days before I pursue all available legal remedies, including treble damages and attorney's fees under the DTPA.

If these conditions are not remedied within the specified timeframe, I will exercise my statutory rights, which may include terminating the lease, deduct-and-repair, and pursuing damages, court costs, and attorney's fees under §§ 92.056, 92.0561, and 92.0563, as well as potential claims under the ADA, Fair Housing Act, and DTPA.

STATUTORY NOTICES

This letter serves as formal notice under multiple legal frameworks:

1. Texas Property Code §92.056(b)(3): This written notice is being sent by certified mail, return receipt requested regarding conditions that materially affect my physical health and safety. As documented in the attached payment history, I am not delinquent in payment of rent at the time of this notice.
2. Texas Deceptive Trade Practices Act §17.505: This constitutes written notice under the DTPA for violations of §17.46(b)(5), §17.46(b)(7), and §17.50(a)(2) through:
 - a. Representing the apartment as habitable when it is professionally deemed "unfit for human occupancy"
 - b. Concealing pre-existing water damage by painting over it without proper remediation
 - c. Breaching the implied warranty of habitability from the beginning of the lease
 - d. Failing to disclose information about the property's condition that was known when I signed the lease

3. Americans with Disabilities Act and Fair Housing Act: This serves as a request for reasonable accommodation based on my documented disabilities that make me particularly vulnerable to mold exposure.

This letter provides you with the opportunity to resolve this matter within 60 days before I pursue all available legal remedies, including treble damages and attorney's fees under the DTPA.

CONCLUSION

I have been a responsible tenant throughout my tenancy, with consistent on-time rent payments and proper maintenance notifications. I'm simply requesting the accommodations necessary for my health and safety as provided by law.

If Weinstein Properties wishes to resolve this matter amicably, I am open to a good faith discussion. I appreciate your attention to this matter and look forward to your prompt response. I'm available to discuss this in person or by phone at your convenience.

Sincerely,

Katie Copeland
Apt. #2145, The Bowery at Southside
Fort Worth, TX 76104
(817) 789-8498
k.m.copeland@tcu.edu

Attachments:

1. BioTex Mold Assessment Report (6/22/25)
2. Moisture-meter readings & photos (6/10/25)
3. Witness statement – David Quiram (6/10/25)
4. Prior notice email (3/5/25)
5. Fort Worth Star Telegram article re: apartment fire displacement (6/24/25)
6. Nobleman Hotel and AirBnB accommodation options and pricing

NON-WAIVER STATEMENT:

This letter relates specifically to The Bowery at Southside and Weinstein Property and is without prejudice to separate claims against other parties responsible for mold-related illnesses.

[REDACTED]

Witness Statement 6/10/25
from David Quiram who
saw mold on 6/8/25



MARRIOTT

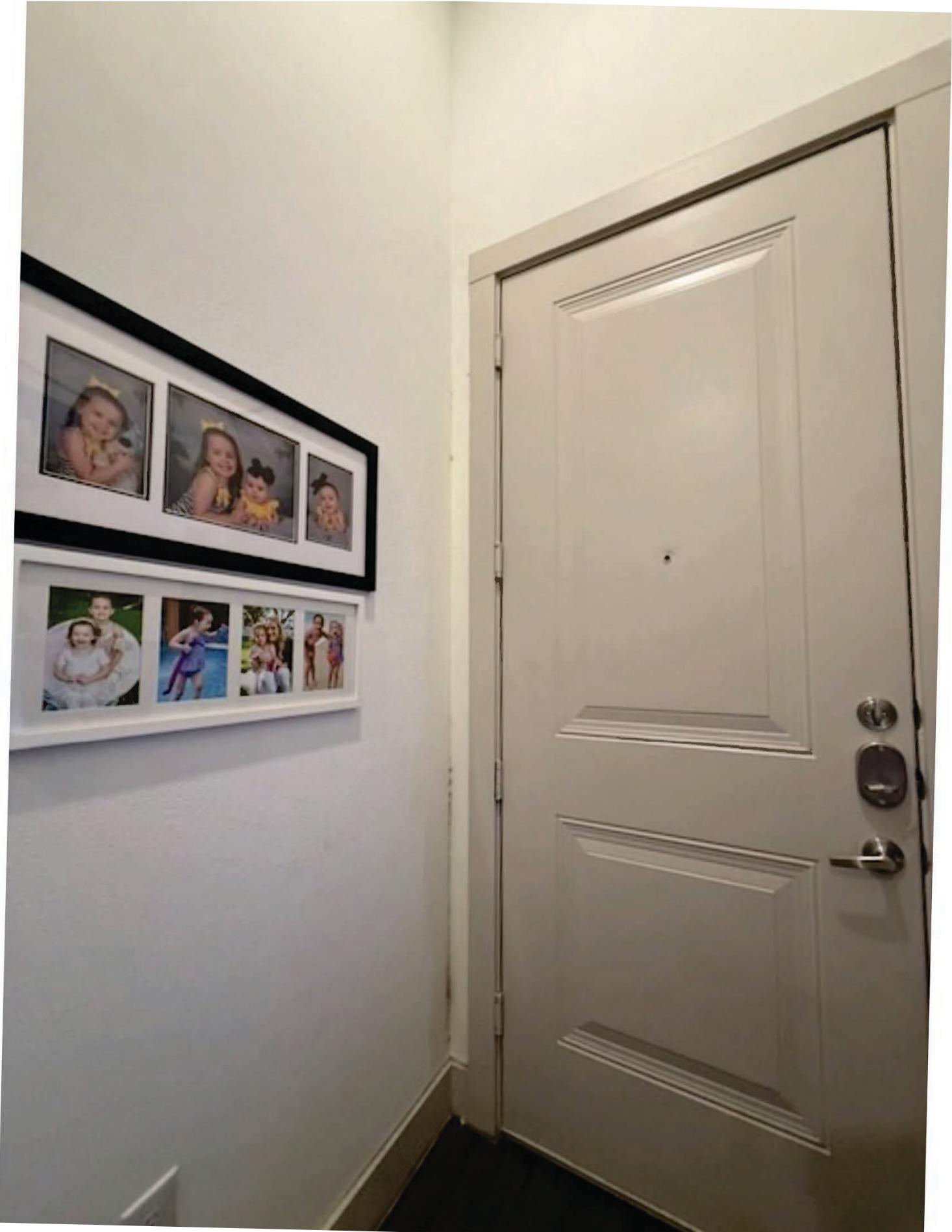
On June 8, 2025, I visited
Katie Copeland's apartment
which had noticeably sand all over
mold when I walked in. Later
I saw mold visibly growing
by the afternoon. The mold appears
to have been there for some
time as it spread for several
feet along the corner. -David Givens

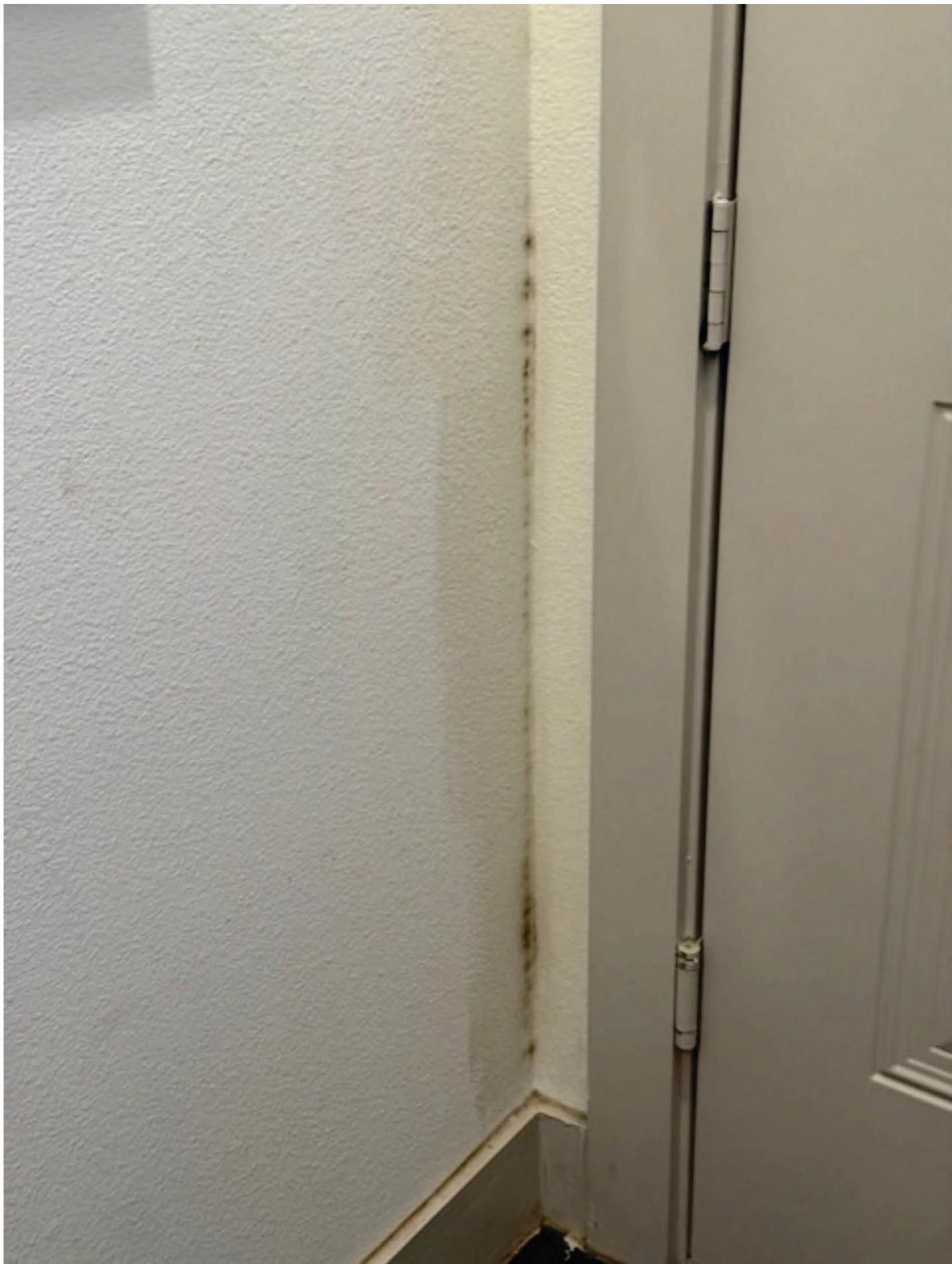
6/10/25

Dave Givens

Part of
MARRIOTT BONNIEY









Photos from **3/5/25**





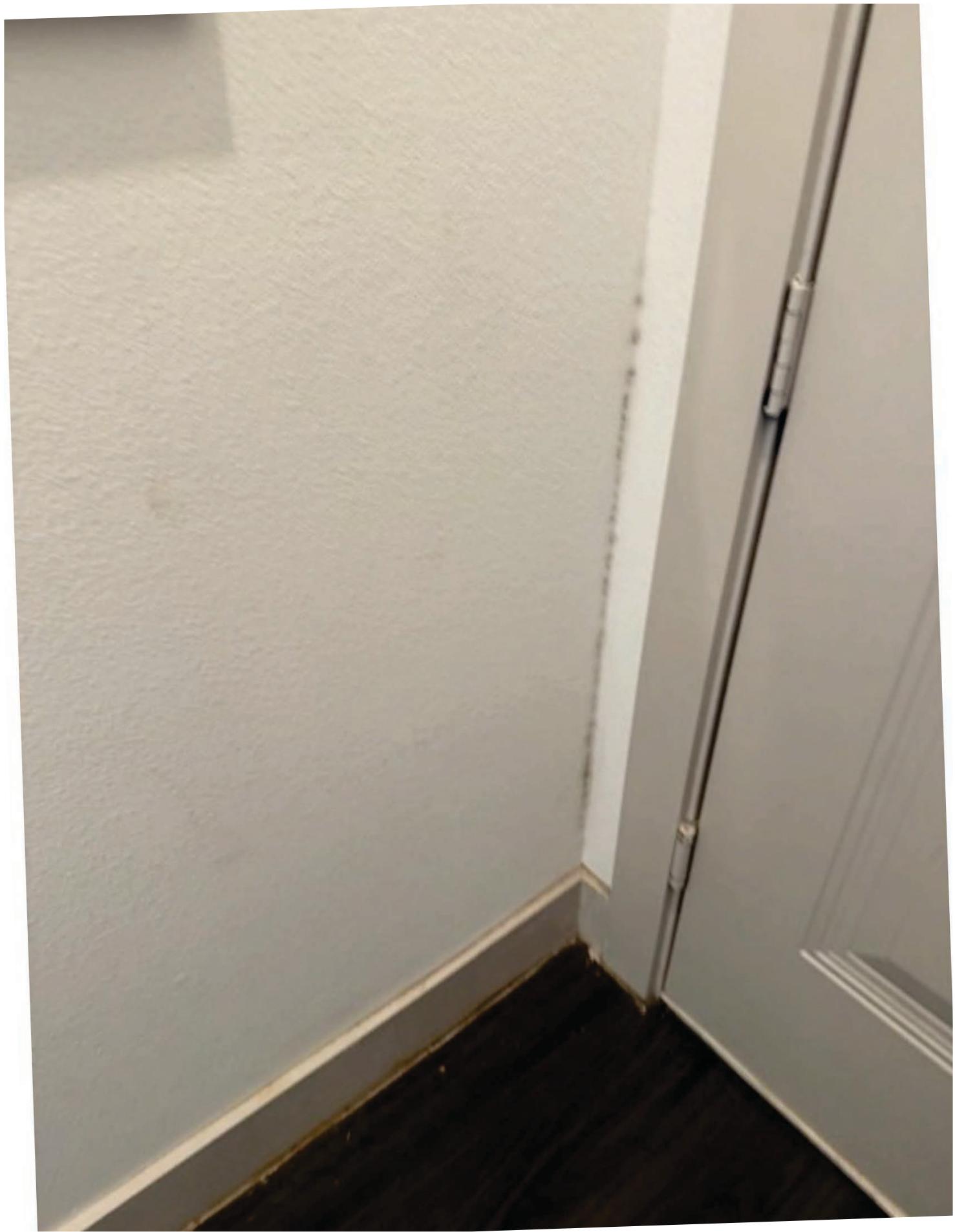


Exhibit A-4

Aug 9, 2025 “Request for Written Explanation of Delay”

Triggers 5-day burden shift (§92.0561)

Subject: Request for Written Explanation of Delay
Date: Saturday, August 9, 2025 at 10:31:37 AM Central Daylight Time
From: Copeland, Katie
To: The Bowery - Kodi Walker

Dear Bowery / Ms. Walker,

I am requesting a written explanation for the continued delay in completing the repairs and remediation necessary to make my unit habitable and compliant with applicable health, safety, and accessibility requirements.

Please provide a clear account of the timeline of your actions from June 27, 2025, through the present, including any inspections, assessments, or remediation steps taken, the reasons for any delays in initiating or completing the work, and your anticipated timeline for completion.

Sincerely,
Katie Copeland
817-789-8498

Exhibit A-5

BIOTEX Mold Assessment



Mold Assessment Report

**Conducted for:
Copeland Residence
405 Crawford Street, Apt. 2145
Fort Worth, TX 76104**

**Prepared by:
Kyle Reist
Mold Assessment Consultant
License #MAC1742
BioTex Inspections, LLC
Dallas, TX 75248**

**Phone: 972-637-6707
Email: kyle@biotexinspections.com
www.biotexinspections.com**



INDOOR AIR QUALITY & MOLD INVESTIGATION

Copeland Residence
405 Crawford Street, Apt. 2145
Fort Worth, TX 76104

I. EXECUTIVE SUMMARY

BioTex Inspections, LLC performed a limited inspection for visible fungal growth and/or indoor air quality relating to airborne/settled fungi at 405 Crawford Street, Apt. 2145, Fort Worth, TX ("Residence") on June 18, 2025. Kyle Reist of BioTex Inspections, a Texas Licensed Mold Assessment Consultant (TDSHS license No. MAC1742), performed and conducted the inspection, which consisted of a limited visual inspection of the structure's interior and exterior, hygrometer to measure relative humidity, borescope camera to investigate wall cavities and HVAC vents, and a moisture meter/infrared camera to analyze surfaces for moisture.

This inspection was conducted in accordance with state regulations, as well as current industry guidelines and practices. This assessment is not a certificate, assurance, warranty or guarantee of future conditions or performance, but is an assessment of the conditions present and detected on the date of this inspection.

BioTex Inspections collected three (3) air quality samples, two (2) surface swab samples and one (1) tape lift sample at the time of the investigation; the samples were sent to EMSL Analytical, Inc. (Texas Mold Lab License: LAB1032).

II. SITE INVESTIGATION PROCEDURES

Kyle Reist of BioTex Inspections visited the site on June 18, 2025.

A. Inspection for Visible Mold

Multiple locations within the areas of concern were visually investigated and visible fungal growth was found.

B. Air Sampling

Three (3) air quality samples were collected during the investigation. The following locations and descriptions of each sample collected were as follows:

- i. **Exterior** (Outdoor Control) Sample number A1 was collected adjacent to the Main/Front Entrance. This sample was collected to obtain a baseline of the spores that are found at the exterior of the Residence.
- ii. Interior sample number A2 was collected in the **Guest Bedroom**. This sample was collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.
- iii. Interior sample number A3 was collected in the **Guest Bedroom Wall Cavity**. This sample was

collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.

C. Results of Air Sampling

- i. **Exterior (Outdoor)** Sample number A1 had the presence of:
Alternaria, Ascospores, Basidiospores, Bipolaris, Chaetomium, Cladosporium, Curvularia, Epicoccum, Ganoderma, Myxomycetes, Pithomyces and Nigrospora
- ii. **Guest Bedroom** sample number A2 had the presence of:
Alternaria, Aspergillus/Penicillium, Chaetomium, Myxomycetes and Stachybotrys/Memnoniella
- iii. **Guest Bedroom Wall Cavity** sample number A3 had the presence of:
Aspergillus/Penicillium, Basidiospores, Chaetomium, Cladosporium, Myxomycetes and Stachybotrys/Memnoniella

Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella tested at elevated levels, Stachybotrys/Memnoniella tested at slightly elevated levels and the remaining molds tested at acceptable levels.

Some air quality tests may come back as "overloaded" meaning extremely high background concentrations of mold or foreign matter (construction dust, dirt, etc.) may obscure some mold spore counts and make it difficult to get an accurate count of airborne mold.

The laboratory data has been attached to the report. In the laboratory report you will find a description of each of the fungi that was found in each of the samples collected.

D. Surface Swab Sampling

Two (2) swab samples were collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Front Entry Drywall (Sample B1)** – *Rare counts of Pithomyces, rare counts of Stachybotrys/Memnoniella and rare counts of Nigrospora*
- ii. **Guest Bedroom Baseboard (Sample B2)** – *Low counts of Aspergillus/Penicillium and high counts of Chaetomium*

E. Results of Surface Swab Sampling

- i. **Front Entry Drywall (Sample B1)** resulted in Condition 2: contaminated with settled spores, which requires remedial action to Condition 1 status.
- ii. **Guest Bedroom Baseboard (Sample B2)** – resulted in Condition 3: actual fungal growth, which requires remedial action to Condition 1 status.

F. Tape Lift Sampling

One (1) tape lift sample was collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Purple Couch (Sample C1)** – Rare counts of *Aspergillus/Penicillium* and high counts of *Cladosporium*

G. Results of Tape Lift Sampling

- i. **Purple Couch (Sample C1)** resulted in Condition 1: normal fungal ecology, which requires no remedial action.

III. CONCLUSIONS AND RECOMMENDATIONS

During the investigation of the areas, the visual fungal investigation found visible mold in the front entryway, HVAC closet area and guest bedroom (see pictures below for reference). The air sampling detected elevated counts of *Aspergillus/Penicillium*, *Chaetomium* and *Stachybotrys/Memnoniella*, slightly elevated levels of *Stachybotrys/Memnoniella* and the remaining molds tested at acceptable levels.

A previous leak coming from the HVAC closet has resulted in extensive water damage and mold growth in the guest bedroom and areas surrounding the HVAC closet (see photos below for reference). Mold growth was observed on the baseboards, drywall and carpet tack strip at the time of the mold assessment.

The scope and magnitude of the mold growth and **affected** areas exceeds 25 contiguous square feet therefore the mobile home company is required to have a Mold Protocol written by a Texas licensed Mold Assessment Consultant and to hire a Texas licensed Mold Remediation Company perform the remedial work per the Texas Department of Licensing and Regulations which regulates the mold testing and remediation industry (<https://www.tdlr.texas.gov/mld/mldnotifications.htm>).

Biotex Inspections recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials. Additionally, a Mold Assessment Consultant should be retained to prepare the appropriate mold protocol and conduct final air clearance testing upon completion of the remediation. However, all sources of water intrusion, water damage, humidity, and/or moisture content, including but not limited to any built-in mechanical systems, water systems and/or structural elements, should be properly repaired before beginning the remediation to help prevent the re-occurrence of damage and mold growth. The Residence's maintenance records and reports may help reveal additional sources of water intrusion that may have impacted this Residence and/or surrounding properties, which may have contributed or may be contributing to the mold identified within this report.

Maintenance Personnel/General Contractors/Sub-Contractors, who are not licensed through the Texas Department of Licensing and Registration for Mold Remediation, should NOT ATTEMPT to perform exploratory cuts, cover-up, repair work or remediate the areas cited within the "Visual Inspection" area of this report. Such action could result in further contamination of the structure and any surrounding properties, further exposure to occupants and exposure to contractor personnel if the proper Personal Protective Equipment is not worn.

BioTex Inspections is hereby notifying the client that 405 Crawford Street, Apt. 2145, Fort Worth, TX is unfit for human occupancy until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules.

IV. LIMITATIONS

Affected areas have been identified by visual inspection and/or analytical results. Observations, data, findings, and conclusions stated in this report reflect site conditions at the time of BioTex Inspections' investigation. These conditions could change as a result of any number of factors (e.g., future moisture intrusion, presence of substances not detectable by our limited review and measurements, changes in building condition due to weather, construction activity, etc.). Other affected areas may exist, which could be discovered only during renovation, demolition, or destructive testing. BioTex Inspections/Kyle Reist does not assume responsibility for the investigation of any unknown issues, including asbestos and lead, not brought to our attention prior to the commencement of the assessment.

Should further research, testing, or investigation be conducted at the site, the additional information and data should be reviewed by BioTex Inspections, whereby the conclusions presented herein may be modified. This report is prepared for the sole use of our client. BioTex Inspections/Kyle Reist reserves the right to supplement this report should additional information become available.

If you have any questions regarding the contents of this report or need additional information regarding this report please contact Kyle Reist, BioTex Inspections, LLC.

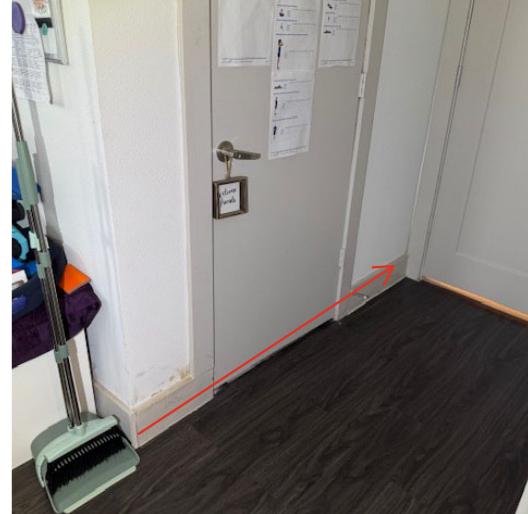
Sincerely,



Kyle Reist
Mold Assessment Consultant
TDLR License # MAC1742
Expires 12/09/2026



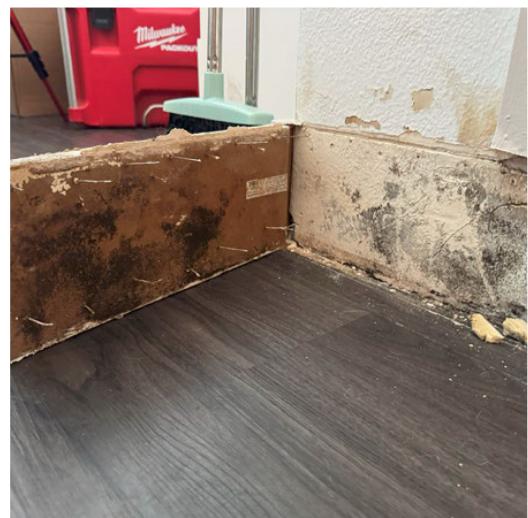
A swab sample was conducted on the apparent mold growth at the front door which tested positive for Stachybotrys & Alternaria.



Water damage and mold growth was found around the HVAC closet which is likely due to a previous HVAC leak.



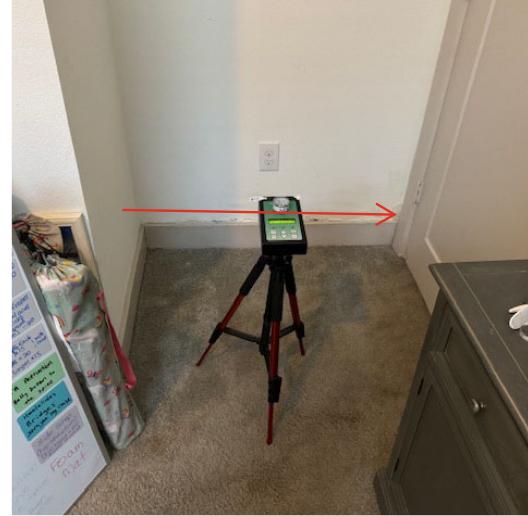
Close up of the baseboards adjacent to the HVAC closet with water damage.



The baseboards next to the HVAC closet were pulled out and mold growth was observed behind them and on the drywall.



Water damage and mold growth was observed on the guest bedroom baseboards and drywall adjacent to the HVAC closet.



An air quality test was conducted in the guest bedroom which tested positive for elevated Chaetomium and Stachybotrys/Memnoniella.



A borescope camera was utilized inside of the guest bedroom wall cavity and rampant mold growth was observed.



Mold growth was observed behind the baseboards in the guest bedroom and a swab sample tested positive for Chaetomium.



TEXAS DEPARTMENT OF LICENSING AND REGULATION

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Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

NOTE: Issuance of the wallet card is in a separate mailing.

11883221-MAC1742

KYLE REIST
7618 DUNOON AVE
DALLAS TX 75248-1641



Rick Figueroa
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
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Sujeeth Draksharam
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Gary F. Wesson, D.D.S., M.S.

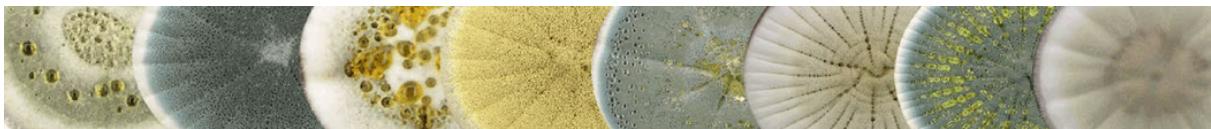
Mold Assessment Consultant
KYLE REIST

License Number: MAC1742

The person named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: December 09, 2026

Courtney Arbour
Executive Director



EXPANDED FUNGAL REPORT TM

Prepared Exclusively For

Biotex Inspections
7618 Dunoon Ave
Dallas, TX 75248
Phone: 972-637-6707

Report Date: 6/20/2025
Project: Katie C.
EMSL Order: 112500873

AIHA LAP, LLC.

AIHA LAP, LLC EMLAP #223278, TX
1032



This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

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Biotech Inspections
7618 Dunoon Ave
Dallas, TX 75248

EMSL Order: 112500873
Customer ID: BTEX42
Collected:
Received: 6/19/2025
Analyzed: 6/20/2025

Proj: Katie C.

1. Description of Analysis

Analytical Laboratory

EMSL Analytical, Inc. (EMSL) is a nationwide, full service, analytical testing laboratory network providing Asbestos, Mold, Indoor Air Quality, Microbiological, Environmental, Chemical, Forensic, Materials, Industrial Hygiene and Mechanical Testing services since 1981. Ranked as the premier independently owned environmental testing laboratory in the nation, EMSL puts analytical quality as its top priority. This quality is recognized by many well-respected federal, state and private accrediting agencies, and assured by our high quality personnel, including many Ph.D. microbiologists and mycologists.

EMSL is an independent laboratory that performed the analysis of these samples. EMSL did not conduct the sampling or site investigation for this report. The samples referenced herein were analyzed under strict quality control procedures using state-of-the-art microbiological methods. The analytical methods used and the data presented are scientifically and legally defensible.

The laboratory data is provided in compliance with ISO-IEC 17025 guidelines for the particular test(s) requested, including any associated limitations for the methods employed. These data are intended for use by professionals having knowledge of the testing methods necessary to interpret them accurately.



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Air Samples - Spore traps:

Spore traps are commercially available sampling devices that capture airborne particles on an adhesive slide. Air is pulled through the device using a vacuum pump. Spores, as well as other airborne particles, are impacted on the collection adhesive. Using spore trap collection methods has inherent limitations. These collection methods are biased towards larger spore sizes.

The analysis for total spore counts is a direct microscopic examination and does not include culturing or growing the fungi. Therefore, the results include both viable and non-viable spores. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone (i.e., *Aspergillus/Penicillium*, and others). Other spore types may lack distinguishing features that aid in their identification. These types are grouped into larger categories such as Ascospores or Basidiospores.

Fungal spores are identified and grouped by morphological characteristics including color, shape, septation, ornamentation, and fruiting structures (if present) which are compared to published mycological identification keys and texts. EMSL reports provide spore counts per cubic meter of air to three significant figures. Please note that each spore category is reported to three significant figures. Due to rounding and the application of three significant figures the sum of the individual spore numbers may not equal the total spore count on the report. EMSL does not maintain responsibility for final volume concentrations (counts/m³) since this volume is provided by the field collector and can not be verified by EMSL.

EMSL analyzes spore traps using phase contrast microscopy. There is a wide choice of collection devices (Air-O-Cell, Micro-5, Burkhard, etc.) on the market. Differences in analytical method may exist between spore trap devices.

Spore trap results are reported in spores per cubic meter of air. Due to the other airborne particles collected with the spores, EMSL reports a background particle density. Background density is an indication of overall particulate matter present on the sample (i.e. dust in the air). High background concentrations may obscure spores such as the *Penicillium/Aspergillus* group. The rating system is from 1-5 with 1 = 1 - 25% of the background obscured by material, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76% - 99%, 5 = 100% or overloaded. A background rating of 4 or higher should be regarded as a minimum count since the actual concentrations may be higher than those reported. EMSL will not be held responsible for overloading of samples. Sample volumes are left to the discretion of the company or persons conducting the fieldwork.

Skin fragment density is the percentage of skin cells making up the total background material, 1 = 1 - 25%, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76-100%. Skin fragment density is considered an indication of the general cleanliness in the area sampled. It has been estimated that up to 90% of household dust consists of dead skin cells.

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2. Analytical Results

See attached data reports and charts.

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Spore Trap ASSESSMENT Report™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

Particle Identification		Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0001	Alternaria (Ulocladium)	4	200	6.4	
	Ascospores	15	630	20.1	
Client Sample ID	Aspergillus/Penicillium++	-	-	-	
A1	Basidiospores	21	890	28.4	
	Bipolaris++	2*	30*	1	
Location	Chaetomium++	1	40	1.3	
Outside Control	Cladosporium	18	760	24.3	
	Curvularia	1*	10*	0.3	
Sample Volume (L)	Epicoccum	1	40	1.3	
75	Fusarium++	-	-	-	
	Ganoderma	1	40	1.3	
Sample Type	Myxomycetes++	10	420	13.4	
Background	Pithomyces++	2*	30*	1	
Comments	Rust	-	-	-	
	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	-	-	-	
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	1	40	1.3	
	Total Fungi	77	3130	100	
	Hyphal Fragment	1	40	-	
	Insect Fragment	-	-	-	
	Pollen	4*	50*	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 1 1 to 4 (low to high)			
Analytical Sensitivity 300x*: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 2 1 to 4 (low to high); 5 (overloaded)			



Not commonly found growing indoors, spores likely come from outside.



Spores reported to be able to cause allergies in individuals.



Potential for mycotoxin production exists with these fungi.

These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager
or Other Approved Signatory

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Proj: Katie C.

Spore Trap ASSESSMENT Report™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0002	Alternaria (Ulocladium)	1	40	0.2	Acceptable
	Ascospores	-	-	-	
Client Sample ID	Aspergillus/Penicillium++	119	5020	24.3	ELEVATED
A2	Basidiospores	-	-	-	
	Bipolaris++	-	-	-	
Location	Chaetomium++	335	14100	68.1	ELEVATED
Guest Bedroom	Cladosporium	-	-	-	
	Curvularia	-	-	-	
Sample Volume (L)	Epicoccum	-	-	-	
75	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
Sample Type	Myxomycetes++	1	40	0.2	Acceptable
Inside	Pithomyces++	-	-	-	
Comments	Rust	-	-	-	
	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	35	1500	7.2	ELEVATED
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	Total Fungi	491	20700	100	Slightly Elevated
	Hyphal Fragment	6	300	-	Slightly Elevated
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 2 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 3 1 to 4 (low to high); 5 (overloaded)			

Acceptable Concentration at or below background

Slightly Elevated Concentration above background

ELEVATED Concentration 10X or more above background

Not commonly found growing indoors, spores likely come from outside.

Spores reported to be able to cause allergies in individuals.

Potential for mycotoxin production exists with these fungi.

These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Initial report from: 06/20/2025 10:47:05

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Spore Trap ASSESSMENT Report™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0003	Alternaria (Ulocladium)	-	-	-	
	Ascospores	-	-	-	
Client Sample ID	Aspergillus/Penicillium++	878	37100	85.2	ELEVATED
A3	Basidiospores	1	40	0.1	Acceptable
	Bipolaris++	-	-	-	
Location	Chaetomium++	147	6200	14.2	ELEVATED
Guest Bedroom Wall Cavity	Cladosporium	2	80	0.2	Acceptable
	Curvularia	-	-	-	
	Epicoccum	-	-	-	
Sample Volume (L)	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
75	Myxomycetes++	1	40	0.1	Acceptable
	Pithomyces++	-	-	-	
Sample Type	Rust	-	-	-	
Inside	Scopulariopsis/Microascus	-	-	-	
Comments	Stachybotrys/Memnoniella	2	80	0.2	Slightly Elevated
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	Total Fungi	1031	43540	100	ELEVATED
	Hyphal Fragment	2	80	-	Slightly Elevated
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 2 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 2 1 to 4 (low to high); 5 (overloaded)			

Acceptable Concentration at or below background

Slightly Elevated Concentration above background

ELEVATED Concentration 10X or more above background

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Madison Zarzecny, Laboratory Manager
or Other Approved Signatory

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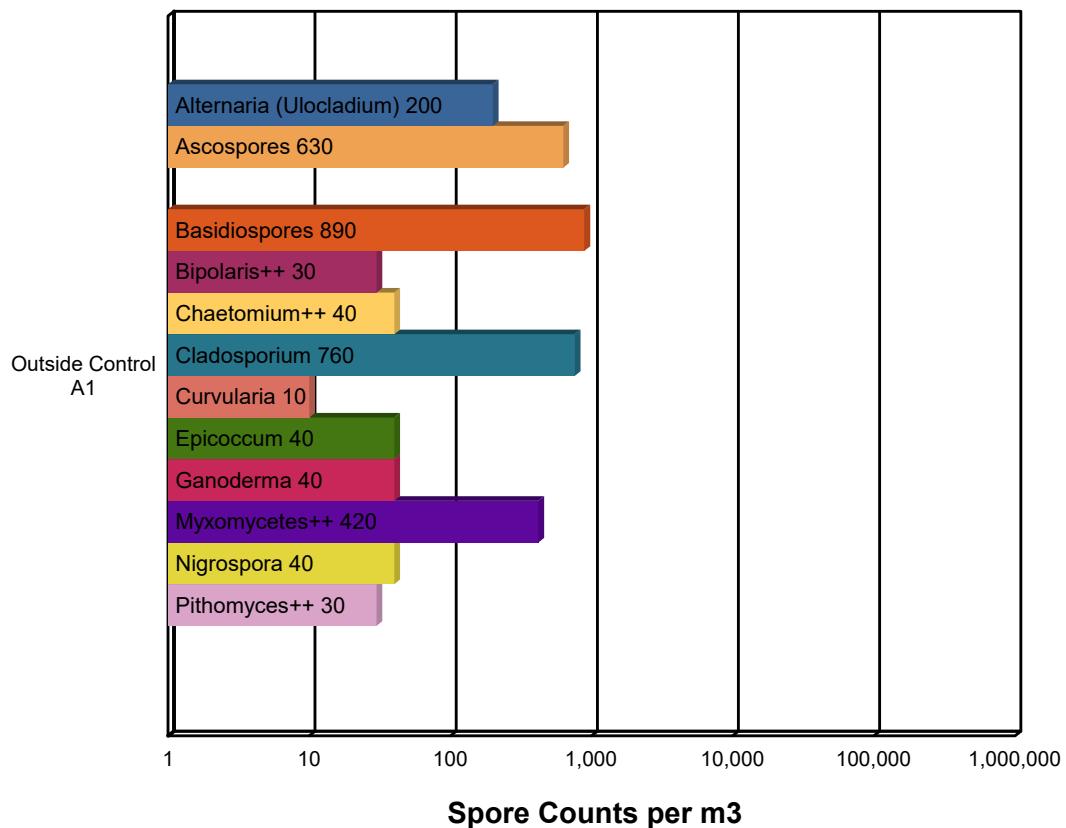
3310 Keller Springs, Suite 145 Carrollton, TX 75006
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: dallaslab@emsl.com

Attn: Kyle Reist
Biotech Inspections
7618 Dunoon Ave
Dallas, TX 75248

EMSL Order: 112500873
Customer ID: BTEX42
Collected:
Received: 6/19/2025
Analyzed: 6/20/2025

Proj: Katie C.

Spore Trap Report: Total Counts



* The chart is displayed using a logarithmic scale. Bar size is not directly proportional to the number of spores.

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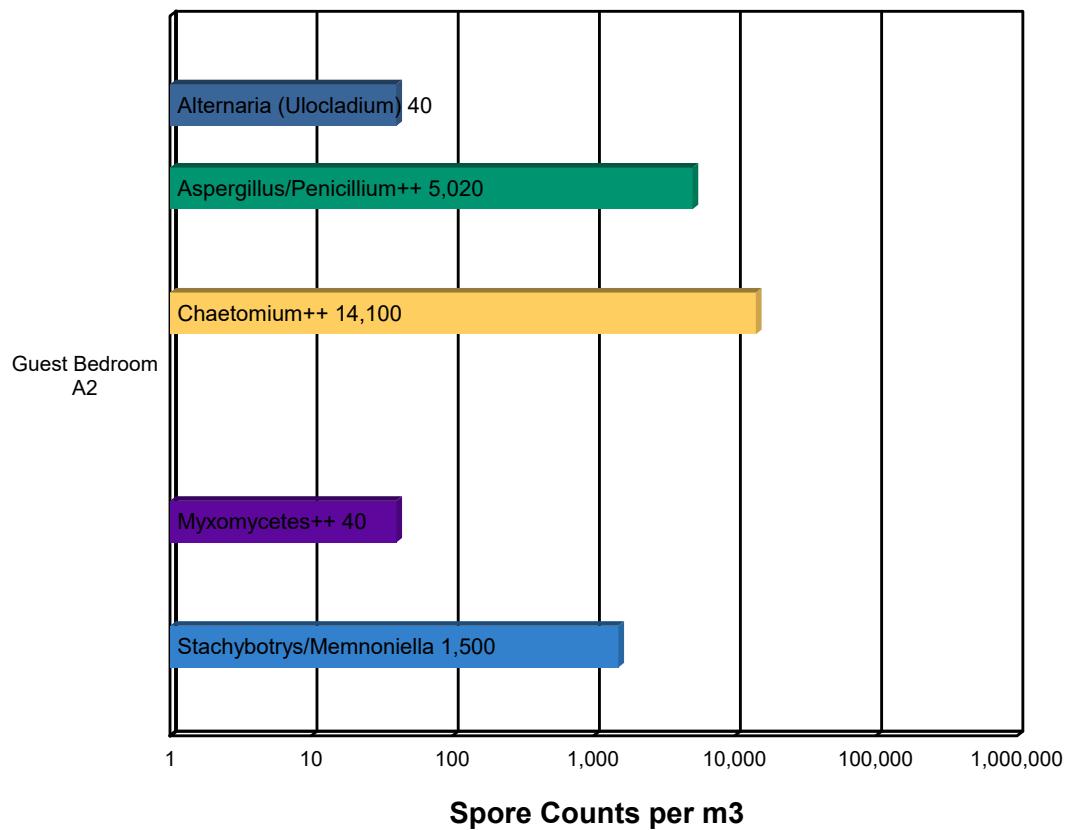
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Spore Trap Report: Total Counts



Alternaria (Ulocladium)	Ascospores	Aspergillus/Penicillium++
Basidiospores	Bipolaris++	Chaetomium++
Cladosporium	Curvularia	Epicoccum
Ganoderma	Myxomycetes++	Nigrospora
Pithomyces++	Stachybotrys/Memnoniella	

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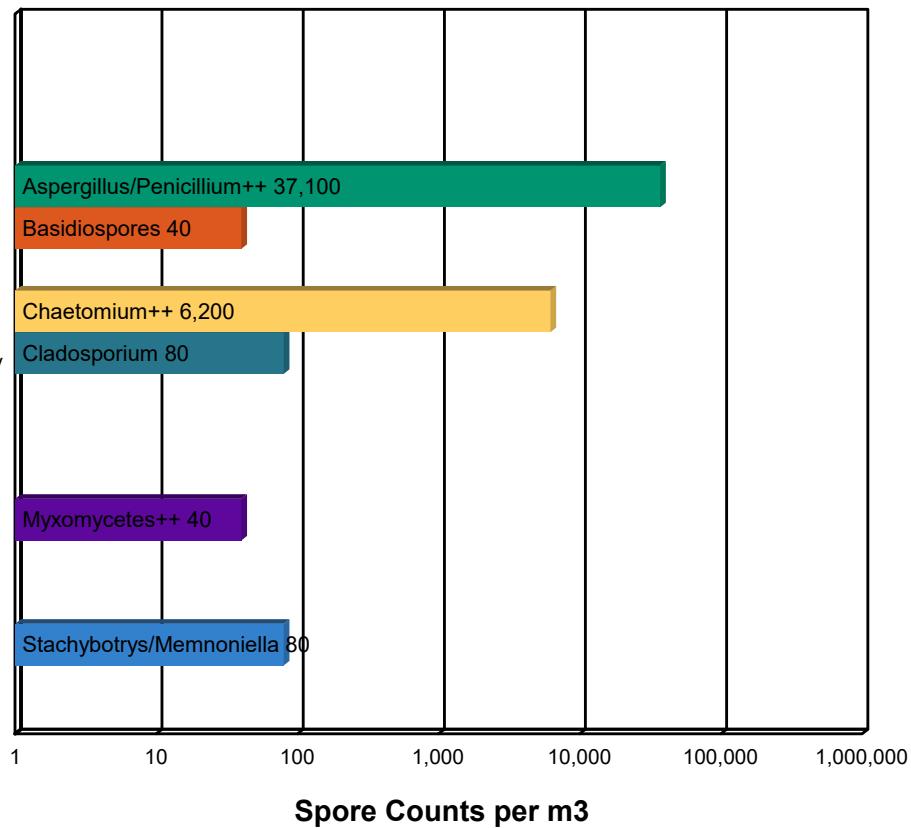
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Proj: Katie C.

Spore Trap Report: Total Counts

Guest Bedroom Wall Cavity
A3



Alternaria (Ulocladium)	Ascospores	Aspergillus/Penicillium++
Basidiospores	Bipolaris++	Chaetomium++
Cladosporium	Curvularia	Epicoccum
Ganoderma	Myxomycetes++	Nigrospora
Pithomyces++	Stachybotrys/Memnoniella	

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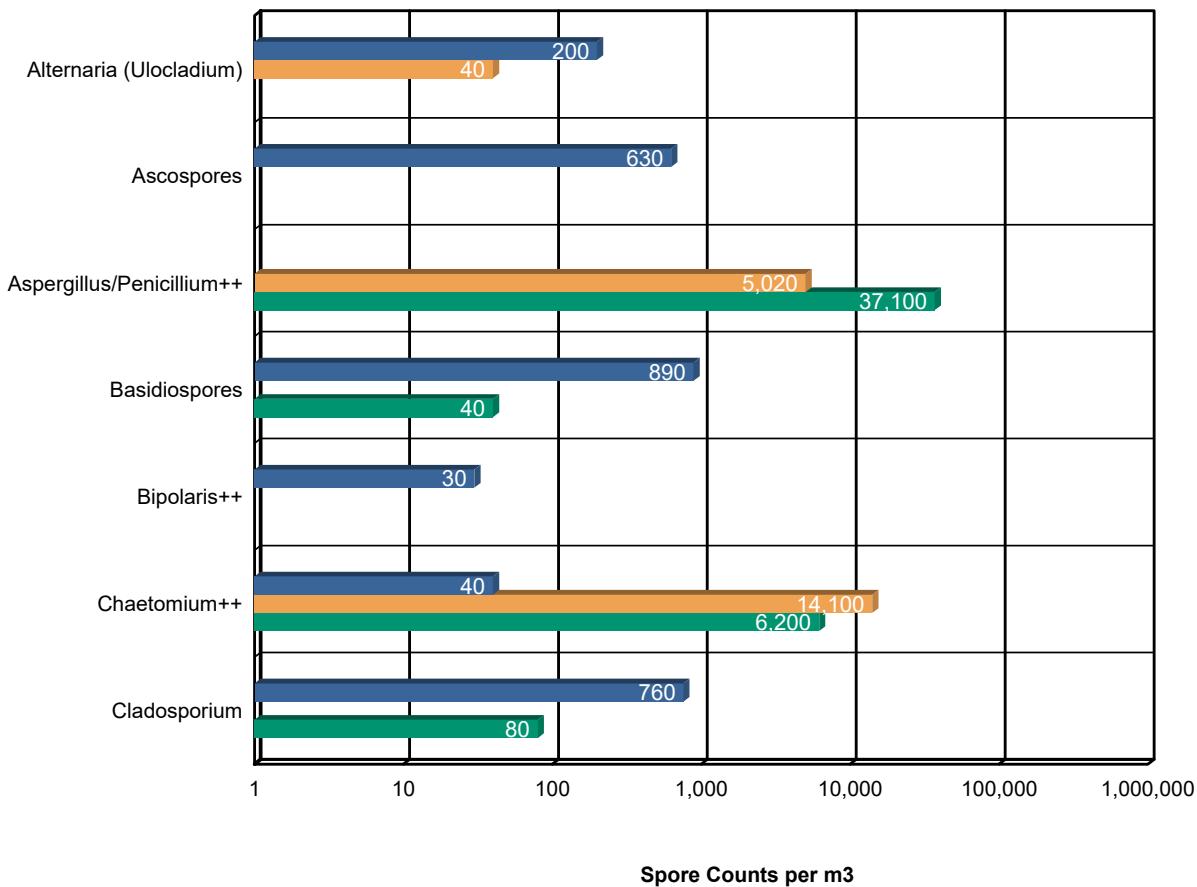
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Background Comparison Chart



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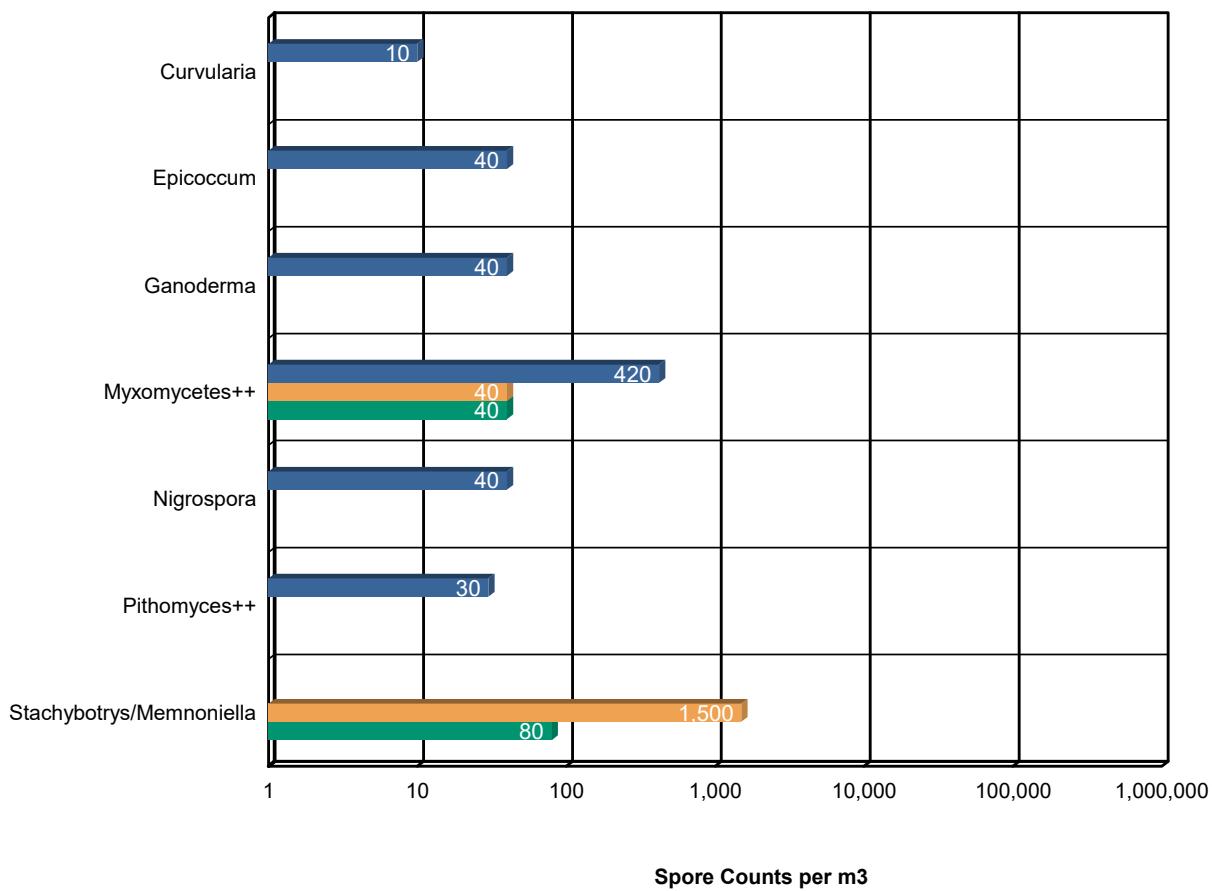
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Background Comparison Chart



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Proj: Katie C.

Surface Contamination ASSESSMENT Report

TM Swab Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0005 Client Sample ID: B1	Front Entry Drywall	Condition 2: Contaminated with settled spores	Remediate to a Condition 1 status
Lab Sample #: 112500873-0006 Client Sample ID: B2	Guest Bedroom Baseboard	Condition 3: Actual fungal growth	Remediate to a Condition 1 status

Definitions (from IICRC S520 Standard)

- Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.
- Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.
- Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

Madison Zarzecny, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

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EMSL Order: 112500873
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 Collected:
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 Analyzed: 6/20/2025

Proj: Katie C.

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number: Client Sample ID: Sample Location:	112500873-0005 B1 Front Entry Drywall	112500873-0006 B2 Guest Bedroom Baseboard			
Spore Types	Category	Category	-	-	-
Alternaria (Ulocladium)	Rare	-			
Ascospores	-	-			
Aspergillus/Penicillium++	-	Low			
Basidiospores	-	-			
Bipolaris++	-	-			
Chaetomium++	-	*High*			
Cladosporium	-	-			
Curvularia	-	-			
Epicoccum	-	-			
Fusarium++	-	-			
Ganoderma	-	-			
Myxomycetes++	-	-			
Pithomyces++	Rare	-			
Rust	-	-			
Scopulariopsis/Microascus	-	-			
Stachybotrys/Memnoniella	Rare	-			
Unidentifiable Spores	-	-			
Zygomycetes	-	-			
Nigrospora	Rare	-			
Hyphal Fragment	Rare	Low			
Insect Fragment	-	-			
Pollen	Low	-			
Fibrous Particulate	-	-			

Category: Count/per area analyzed
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

Madison Zarzecny, Laboratory Manager
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Proj: Katie C.

Surface Contamination ASSESSMENT Report

TM Tape Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0004 Client Sample ID: C1	Purple Couch	Condition 1: Normal fungal ecology	<input checked="" type="checkbox"/> None Required

Definitions (from IICRC S520 Standard)

Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.

Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.

Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

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 Collected:
 Received: 6/19/2025
 Analyzed: 6/20/2025

Proj: Katie C.

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number: Client Sample ID: Sample Location:	112500873-0004 C1 Purple Couch				
Spore Types	Category	-	-	-	-
Alternaria (Ulocladium)	-				
Ascospores	-				
Aspergillus/Penicillium++	Rare				
Basidiospores	-				
Bipolaris++	Rare				
Chaetomium++	Low				
Cladosporium	-				
Curvularia	-				
Epicoccum	-				
Fusarium++	-				
Ganoderma	-				
Myxomycetes++	-				
Pithomyces++	-				
Rust	-				
Scopulariopsis/Microascus	-				
Stachybotrys/Memnoniella	-				
Unidentifiable Spores	-				
Zygomycetes	-				
Nigrospora	Rare				
Hyphal Fragment	Rare				
Insect Fragment	-				
Pollen	-				
Fibrous Particulate	-				

Category: Count/per area analyzed
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

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3. Understanding the Results

EMSL Analytical, Inc. is an independent laboratory, providing unbiased and scientifically valid results. These data represent only a portion of an overall IAQ investigation. Visual information and environmental conditions measured during the site assessment (humidity, moisture readings, etc.) are crucial to any final interpretation of the results. Many factors impact the final results; therefore, result interpretation should only be conducted by qualified individuals. The American Conference of Governmental Industrial Hygienists (ACGIH) has published a good reference book covering sampling and data interpretation. It is entitled, Bioaerosols: Assessment and Control, 1999.

Fungal spores are found everywhere. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the exposure level, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, pre-existing medical conditions (e.g., diabetes, cancer, or chronic lung conditions), use of immunosuppressive drugs, and concurrent exposures. These reasons make it difficult to identify dose/response relationships that are required to establish "safe" or "unsafe" levels (i.e., permissible exposure limits).

It is generally accepted in the industry that indoor fungal growth is undesirable and inappropriate, necessitating removal or other appropriate remedial actions. The New York City guidelines and EPA guidelines for mold remediation in schools and commercial buildings define the conditions warranting mold remediation. Always remember that water is the key. Preventing water damage or water condensation will prevent mold growth.

This report is not intended to provide medical advice or advice concerning the relative safety of an occupied space. Always consult an occupational or environmental health physician who has experience addressing indoor air contaminants if you have any questions.



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4. Glossary of Fungi

ALTERNARIA(ULOCLADIUM)

Natural Habitat	Common saprobe and pathogen of plants. Typically found on plant tissue, decaying wood, and foods. Soil . Air outdoors.	
Suitable Substrates in the Indoor Environment	Indoors near condensation (window frames, showers), House dust (in carpets, and air). Also colonizes building supplies, computer disks, cosmetics, leather, optical instruments, paper, sewage, stone monuments, textiles, wood pulp, and jet fuel	
Water Activity	Aw =0.85-0.88 (water damage indicator)	
Mode of Dissemination	Wind	
Allergic Potential	Type I allergies (hay fever, asthma), Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Phaeohyphomycosis {causing cystic granulomas in the skin and subcutaneous tissue}. In immunocompetent patients, Alternaria colonizes the paranasal sinuses, leading to chronic hypertrophic sinusitis	
Industrial Uses	Biocontrol of weed plants -Biocontrol fungal plant pathogens.	
Potential Toxins Produced	Alternariol (AOH) . Alternariol monomethylether (AME). Tenuazonic acid (TeA). Altenuene (ALT). Altertoxins (ATX)	
Other Comments	Many species of Ulocladium have been renamed as Alternaria. Alternaria spores are one of the most common and potent indoor and outdoor airborne allergens. Additionally, Alternaria sensitization has been determined to be one of the most important factors in the onset of childhood asthma. Synergy with Cladosporium or Ulocladium may increase the severity of symptoms	
References	Alternaria redefined. J. Woudenberg et al., Studies in Mycology. Volume 75, June 2013, Pages 171-212	

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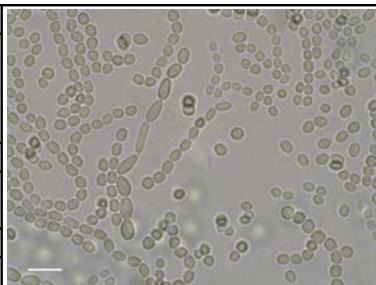
ASCOSPORES

Natural Habitat	Everywhere in nature.
Suitable Substrates in the Indoor Environment	Depends on genus and species.
Water Activity	Depends on genus and species.
Mode of Dissemination	Forcible ejection or passive release and dissemination by wind or insects.
Allergic Potential	Depends on genus and species.
Potential or Opportunistic Pathogens	Depends on genus and species.
Industrial Uses	Depends on genus and species.
Potential Toxins Produced	Depends on genus and species.
Other Comments	Ascospores are the result of sexual reproduction and produced in a saclike structure called an ascus. All ascospores belong to members of the Phylum Ascomycota, which encompasses a plethora of genera worldwide.



ASPERGILLUS/PENICILLIUM++

Natural Habitat	Plant debris · Seed · Cereal crop
Suitable Substrates in the Indoor Environment	Grows on a wide range of substrates indoors · Prevalent in water damaged buildings · Foods (blue mold on cereals, fruits, vegetables, dried foods) · House dust · Fabrics · Leather · Wallpaper · Wallpaper glue
Allergic Potential	Type I (hay fever, asthma) · Type III (hypersensitivity)
Potential Opportunist or Pathogen	Possible depending on the species.
Potential Toxins Produced	Possible depending on the species.
Free moisture required for mold growth	$Aw=0.75-0.94$
Mode of Dissemination	Wind · Insects
Industrial Uses	Many depending on the species
Other comments	Spores of Aspergillus and Penicillium (including others such as Geosmithia, Goidanichella, Nalanthamala, Rasamsonia, Samsoniella, and Talaromyces) are small and spherical with few distinguishing characteristics. They cannot be differentiated by non-viable impaction sampling methods. Some species with very small spores may be undercounted in samples with high background debris.



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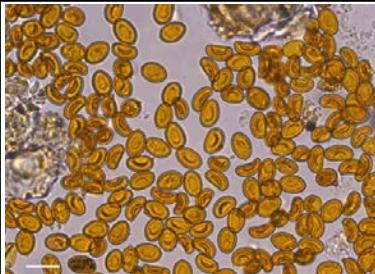
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BASIDIOSPORES

Natural Habitat	Forest floors. Lawns .Plants (saprobites or pathogens depending on genus)	
Suitable Substrates in the Indoor Environment	Depends on genus. Wood products	
Water Activity	Unknown.	
Mode of Dissemination	Forcible ejection. Wind currents.	
Allergic Potential	Type I allergies (hay fever, asthma). Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Depends on genus.	
Industrial Uses	Edible mushrooms are used in the food industry.	
Potential Toxins Produced	Amanitins. monomethyl-hydrazine. muscarine. ibotenic acid. psilocybin.	
Other Comments	Basidiospores are the result of sexual reproduction and formed on a structure called the basidium. Basidiospores belong to the members of the Phylum Basidiomycota, which includes mushrooms, shelf fungi, rusts, and smuts.	

BIPOLARIS++

Natural Habitat	Plant saprophyte. Plant pathogen of many plants, causing leaf rot, crown rot, and root rot on warm season turf grasses	
Suitable Substrates in the Indoor Environment	House plants, Indoor building materials	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma. Allergic and chronic invasive sinusitis	
Potential or Opportunistic Pathogens	Invasive sinusitis, disseminated mycoses, peritonitis, keratitis, phaeohyphomycosis	
Potential Toxins	Can potentially produce sterigmatocystin.	
Other Comments	Includes Bipolaris, Drechslera, Exserohilum.	

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EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: dallaslab@emsl.com

Attn: Kyle Reist
 Biotex Inspections
 7618 Dunoon Ave
 Dallas, TX 75248

EMSL Order: 112500873
 Customer ID: BTEX42
 Collected:
 Received: 6/19/2025
 Analyzed: 6/20/2025

Proj: Katie C.

CHAETOMIUM++

Natural Habitat	Dung. Seeds. Soil. Straw. Genera with like spores include Amesia, Arcopilus, Botryotrichum, Collariella, Dichotomopilus, Ovatospora, Subramaniula and others.	
Suitable Substrates in the Indoor Environment	Paper. Sheetrock. Wallpaper.	
Water Activity	Aw=0.84-0.89.	
Mode of Dissemination	Wind. Insects. Water splash.	
Allergic Potential	Type I (asthma and hay fever).	
Potential or Opportunistic Pathogens	Onychomycosis. C. perlucidum recognized as a new agent of cerebral phaeohyphomycosis.	
Industrial Uses	Cellulase production. Textile testing.	
Potential Toxins Produced	Chaetomin. Chaetoglobosins A,B,D and F are produced by Chaetomium globosum. Sterigmatocystin is produced by rare species	

CLADOSPORIUM

Natural Habitat	Dead plant matter. Straw. Soil. Woody plants	
Suitable Substrates in the Indoor Environment	Fiberglass duct liner. Paint. Textiles. Found in high concentration in water-damaged building materials.	
Water Activity	Aw 0.84-0.88	
Mode of Dissemination	Air	
Allergic Potential	Type I (asthma and hay fever).	
Potential or Opportunistic Pathogens	Edema. keratitis. onychomycosis. pulmonary infections. Sinusitis.	
Industrial Uses	Produces 10 antigens.	
Potential Toxins Produced	Cladosporin and Emodin.	

CURVULARIA

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
Suitable Substrates in the Indoor Environment	Paper, wood products	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma, allergic fungal sinusitis	
Potential or Opportunistic Pathogens	In immunocompromised patients can cause cerebral abscess, endocarditis, mycetoma, ocular keratitis, onychomycosis, and pneumonia.	

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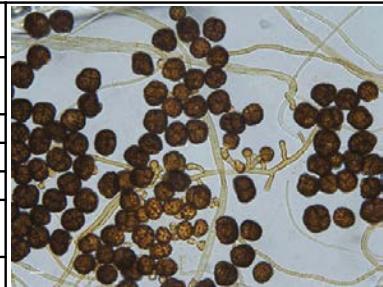
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EPICOCCUM

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.
Suitable Substrates in the Indoor Environment	Paper, textiles
Water Activity	0.86-0.90
Mode of Dissemination	Wind
Allergic Potential	Hay fever, asthma
Potential or Opportunistic Pathogens	Unknown



GANODERMA

Natural Habitat	Grows on conifers and hardwoods worldwide, causing white rot, root rot, and stem rot.
Suitable Substrates in the Indoor Environment	Unknown.
Water Activity	Unknown.
Mode of Dissemination	Wind.
Allergic Potential	Ganoderma species are known to cause allergies in people on a worldwide scale.
Potential or Opportunistic Pathogens	Unknown.
Industrial Uses	Biopulping of wood for the paper industry. Potential medicinal use due to: 1. Inhibition of Ras dependent cell transformation, 2. Antifibrotic activity, 3. Immunomodulating activity, 4. Free-radicle scavenging
Potential Toxins Produced	Unknown.
Other Comments	Used in traditional Chinese medicine as an herbal supplement. It is also known as a "shelf fungus" because the fruiting body forms a stalk-less shelf on the sides of trees and logs. It is sometimes called "artists conk" because when you scratch the white pores of the fruiting body, the white rubs away and exposes the brown hyphae underneath. Thus, pictures can be produced on the fruiting body.
Reference	References: Craig, R.L., Levetin, E. 2000. Multi-year study of Ganoderma aerobiology. Aerobiologia 16: 75-81. http://www.pfc.forestry.ca/diseases/CTD/Group/Heart/hear_t6_e.html



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MYXOMYCETES++

Natural Habitat	Decaying logs, Dead leaves , Dung , Lawns , Mulched flower beds, Lawns	
Suitable Substrates in the Indoor Environment	Rotting lumber	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Insects, Water, Wind	
Allergic Potential	Type I	
Potential or Opportunistic Pathogens	Unknown	
Industrial Uses		
Other Comments	Includes Myxomycetes, Smut, Rust, and Periconia.	

NIGROSPORA

Natural Habitat	Common on live or dead grass, seeds & soil.	
Suitable Substrates in the Indoor Environment	Unknown	
Water Activity	Unknown	
Mode of Dissemination	Forcibly projected.	
Allergic Potential	Type 1 allergies (hay fever, asthma)	
Potential or Opportunistic Pathogens	Keratitis & skin lesions	
Other Comments		

PITHOMYCES++

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
Suitable Substrates in the Indoor Environment	Paper	
Water Activity	Requires high moisture for spore germination	
Mode of Dissemination	Wind	
Allergic Potential	Unknown	
Potential or Opportunistic Pathogens	Mycosis in immunocompromised patients	
Other Comments	Pithomyces++ includes spores of Pithomyces and Pseudopithomyces.	

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Proj: Katie C.

STACHYBOTRYS/MEMNONIELLA

Natural Habitat	Decaying plant materials and Soil.
Suitable Substrates in the Indoor Environment	Water damaged building materials such as: ceiling tiles, gypsum board, insulation backing, sheet rock, and wall paper. Paper. Textiles.
Water Activity	Aw=0.94
Mode of Dissemination	Insects, Water, and Wind
Allergic Potential	Type I (hay fever, asthma)
Potential or Opportunistic Pathogens	Unknown.
Industrial Uses	Unknown.
Potential Toxins Produced	Mycotoxins produced by Stachybotrys include Roridin A, Roridin E, Roridin H, Roridin L-2, Satratoxin G, Satratoxin H, Isosatratoxin F, Verucarin A, Verucarin J, and Verrucariol.
Other Comments	Stachybotrys and Memnoniella are closely related and many Memnoniella species have been renamed under Stachybotrys. Mycologists are continuing to debate whether Stachybotrys and Memnoniella should be grouped or split apart (see references below). Stachybotrys may play a role in the development of sick building syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.
References	Generic hyper-diversity in Stachybotriaceae. L. Lombard et al., Persoonia 36, 2016: 156–246. Overview of Stachybotrys (Memnoniella) and current species status. Y. Wang et al., Fungal Diversity, 2015: DOI: 10.1007/s13225-014-0319-0.



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5. References and Informational Links

Books

- Bioaerosols: Assessment and Control. Janet Macher, Ed., American Conference of Governmental Industrial Hygienists, Cincinnati, OH 1999.
 - Exposure Guidelines for Residential Indoor Air Quality. Environmental Health Directorate, Health Protection Branch, Health Canada, Ottawa, Ontario, 1989.
 - Fungal Contamination in Public Buildings: Health Effects and Investigation Methods. Health Canada, Ottawa, Ontario, 2004.
 - IICRC: S500 Standard and Reference Guide for Professional Water Damage Restoration. 3rd Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2006
- IICRC: S520 Standard and Reference Guide for Professional Mold Remediation. 1st Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2004
- Field Guide for the Determination of Biological Contaminants in Environmental Samples. 2nd Edition, American Industrial Hygiene Association, 2005.

Consumer Links

Read the full text of AIHA's "The Facts About Mold" consumer brochure.

<https://aiha-assets.sfo2.digitaloceanspaces.com/AIHA/resources/Facts-About-Mold-A-Consumer-Focus-Fact-Sheet.pdf>

The Occupational Safety and Health Administration (OSHA)

<http://www.osha.gov/SLTC/molds/index.html>

CDC Mold Facts

<https://www.cdc.gov/mold-health/about/index.html?>
[CDC_AAref_Val=https://www.cdc.gov/mold/faqs.htm](https://www.cdc.gov/mold/faqs.htm)

CDC Stachybotrys - Questions and answers on Stachybotrys chartarum and other molds

<https://www.cdc.gov/mold-health/data-research/facts-stats/?>
[CDC_AAref_Val=https://www.cdc.gov/mold/stachy.htm](https://www.cdc.gov/mold/stachy.htm)

IOM, NAS: Clearing the Air: Asthma and Indoor Air Exposures

<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

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National Library of Medicine-Mold website
<http://www.nlm.nih.gov/medlineplus/molds.html>

California Department of Health Services (CADOHS)
<https://www.cdph.ca.gov/Programs/cls/dehl/ehl/Pages/AQS/Mold.aspx>

Minnesota Department of Health
<https://www.health.state.mn.us/communities/environment/air/mold/index.html>

New York City Department of Health and Mental Hygiene
<https://www.nyc.gov/site/doh/health/health-topics/mold.page>

EPA

"Should You Have the Air Ducts in Your Home Cleaned?"
<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

General information about molds and actions that can be taken to clean up or prevent a mold problem.
<https://www.epa.gov/mold/mold-cleanup-your-home>

"A Brief Guide to Mold, Moisture, and Your Home" - Includes basic information on mold, cleanup guidelines, and moisture and mold prevention
<https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>

"Mold Remediation in Schools and Commercial Buildings" - Information on remediation in schools and commercial property, references for potential mold and moisture remediations.
<https://www.epa.gov/mold/mold-remediation-schools-and-commercial-buildings-guide>

FEMA

"Homes That Were Flooded May Harbor Mold Problems" - Information and tips for cleaning mold.
<https://www.fema.gov/press-release/20210318/fact-sheet-mold-problems-and-solutions>

"Dealing With Mold & Mildew in Your Flood Damaged Home."
http://www.fema.gov/pdf/rebuild/recover/fema_mold_brochure_english.pdf



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6. Important Terms, Conditions, and Limitations

A. Sample Retention

Samples analyzed by EMSL will be retained for 60 days after analysis date. Storage beyond this period is available for a fee with written request prior to the initial 30 day period. Samples containing hazardous/toxic substances which require special handling will be returned to the client immediately. EMSL reserves the right to charge a sample disposal fee or return samples to the client.

B. Change Orders and Cancellation

All changes in the scope of work or turnaround time requested by the client after sample acceptance must be made in writing and confirmed in writing by EMSL. If requested changes result in a change in cost the client must accept payment responsibility. In the event work is cancelled by a client, EMSL will complete work in progress and invoice for work completed to the point of cancellation notice. EMSL is not responsible for holding times that are exceeded due to such changes.

C. Warranty

EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

D. Limits of Liability

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories

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of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

E. Indemnification

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL services, the test result data or its use by client

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Exhibit A-6

Pages from Lease and Lease Renewal

This Lease is valid only if filled out before January 1, 2024.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Kathryn M. Copeland



Owner WMCI Dallas, X LLC dba The Bowery at Southside

LEASE DETAILS

A. Apartment (Par. 2)

Street Address: 405 Crawford St Apt# 2145
Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 10/21/2023 Ends at 11:59 p.m. on: 12/22/2024

C. Monthly Base Rent (Par. 3)

\$ 2214.00

E. Security Deposit (Par. 5)

\$ 200.00

F. Notice of Termination or Intent to Move Out (Par. 4)

A minimum of 60 days' written notice of termination or intent to move out required at end of initial lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

D. Prorated Rent

\$ 804.42

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

due for the remainder of 1st month or
 for 2nd month

G. Late Fees (Par. 3.3)

Initial Late Fee

10 % of one month's monthly base rent or
 \$ _____

Daily Late Fee

% of one month's monthly base rent for _____ days or
 \$ _____ for _____ days

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ 75.00

J. Optional Early Termination Fee (Par. 7.2)

\$ _____

Notice of _____ days is required.

You are not eligible for early termination if you are in default.

Fee must be paid no later than 3 days after you give us notice

K. Animal Violation Charge (Par. 12.2)

Initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and

A daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal)

I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 1926.95 (not to exceed 85% of the highest monthly rent during the lease term) may be charged in certain default situations

If values are blank or "0," then this section does not apply.

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent	\$ <u>30.00</u>	Cable/satellite	\$ _____	Trash service	\$ <u>20.00</u>
Internet	\$ _____	Package service	\$ _____	Pest control	\$ <u>3.00</u>
Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____
Other:	_____	_____	_____	_____	\$ _____
Other:	_____	_____	_____	_____	\$ _____
Other:	_____	_____	_____	_____	\$ _____
Other:	_____	_____	_____	_____	\$ _____

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.

26.2. Move-Out Inspection. We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

27.2. Removal and Storage of Property. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

FINAL PROVISIONS AND SIGNATURES

28. TAA Membership. We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):

29. Severability and Survivability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 27 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. Controlling Law. Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

31. Waivers. By signing this Lease, you agree to the following:

31.1. Class Action Waiver. You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. Special Provisions. The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

10/18/2023

(Name of Resident) Date signed

Owner or Owner's Representative (signing on behalf of owner)

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Katherine M Copeland

MEMBER
[Redacted lines for signature]

Owner WMCI Dallas, X LLC dba The Bowery at Southside

Occupants Copeland,
Copeland
[Redacted lines for signature]

LEASE DETAILS

A. Apartment (Par. 2)

Street Address: 405 Crawford St Apt# 2145
Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 05/26/2025 Ends at 11:59 p.m. on: 08/24/2025

C. Monthly Base Rent (Par. 3)

\$ 2442.00

E. Security Deposit (Par. 5)

\$ 200.00

F. Notice of Termination or Intent to Move Out (Par. 4)

A minimum of 60 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

D. Prorated Rent

\$ 479.79

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

due for the remainder of 1st month or
 for 2nd month

G. Late Fees (Par. 3.3)

Initial Late Fee

10 % of one month's monthly base rent or
 \$ _____

Daily Late Fee

% of one month's monthly base rent for _____ days or
 \$ _____ for _____ days

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ 75.00

J. Early Termination Fee Option (Par. 7.2)

\$ _____

Notice of _____ days is required.

You are not eligible for early termination if you are in default.

Fee must be paid no later than 3 days after you give us notice

K. Violation Charges

Animal Violation (Par. 12.2)

Initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and A daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal)

Insurance Violation (Master Lease Addendum or other separate addendum)

\$ _____

I. Reletting Charge (Par. 7.1)
A reletting charge of \$ 2095.25 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

If any values or number of days are blank or "0," then this section does not apply.

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent \$ _____ Cable/satellite \$ _____ Internet \$ _____

Package service \$ _____ Pest control \$ 5.00 Stormwater/drainage \$ 1.93

Trash service \$ 30.00 Washer/Dryer \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.

Initial Access Device: \$ _____

Additional or Replacement Access Devices: \$ _____ Required Insurance Liability Limit (per occurrence): \$ 100000.00

Special Provisions. See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.

normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

26.2. Move-Out Inspection. We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

27.2. Removal and Storage of Property. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

GENERAL PROVISIONS AND SIGNATURES

28. TAA Membership. We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) this Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when this Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):

29. Severability and Survivability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of this Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. Controlling Law. Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

31. Waivers. By signing this Lease, you agree to the following:

31.1. Class Action Waiver. You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. Special Provisions. The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details. Do not tamper with or disable any fire safety or CO2 equipment (alarms, horns, detectors, sprinklers, etc.). This violates the lease and may result in fines, reimbursement, or legal action. Do not prop any doors or gates open including but not limited to, package room, pool, amenities, etc. Doing so may result in a loss of privilege and/or lease termination.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You agree that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

Kathryn M Copeland 04/29/2025
(Name of Resident) Date signed

Owner or Owner's Representative (signing on behalf of owner)

Exhibit A-7

Pages from Lease and Lease Renewal

Subject: Final Request for Information Regarding Property in Reign Restoration's Custody
Date: Saturday, October 25, 2025 at 4:48:59 PM Central Daylight Time
From: Copeland, Katie
To: reignrestoration@gmail.com
CC: Michelle Sortor, Glynis Zavarelli
Priority: High
Attachments: 2025.10.21 FW: Questions Regarding My Property and Insurance Coverage.pdf, 2025.10.2 Questions Regarding My Property and Insurance Coverage.pdf

Ms. Sortor and Reign Restoration,

I have made multiple written requests (October 2 and October 21) for basic information about my belongings removed from Unit 2145 at the Bowery at Southside. To date, I have not received any response directly from Reign, and prior replies from counsel have not addressed the questions.

The Court is reviewing my Emergency Motion on **October 29**, and I need to accurately describe the current status of my property. Please provide written responses to the following by **5:00 p.m. on Monday, October 27**:

1. **Inventory & Condition:** A list of all items removed, including any photos or notes showing their condition.
2. **Storage Details:** The facility address, type of storage (warehouse, climate-controlled, etc.), and environmental conditions.
3. **Handling History:** Whether any items have been moved, opened, cleaned, or otherwise treated since removal, and whether containment protocols were followed.
4. **Testing & Reports:** Copies of any assessments, lab results, or internal notes describing contamination levels or cleaning recommendations.
5. **Insurance Coverage:** The name of your carrier, policy number (if available), and coverage for property in your custody.
6. **Chain of Custody:** Who currently has access to the property and how loss, damage, or alteration are prevented.
7. **Available Options:** From your perspective, what choices currently exist (continued storage, return as-is, cleaning, etc.) and what each would entail.

I am not authorizing any cleaning, movement, or disposal of my belongings at this time. I simply need factual information so the Court and I can understand what has occurred and what options exist.

Please reply by the deadline above so that your information can be accurately reflected in the Court record.

Sincerely,

Katie Copeland

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

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Date: Tuesday, October 21, 2025 at 5:12 PM
To: reignrestoration@gmail.com <reignrestoration@gmail.com>
Cc: Michelle Sortor <msortor@wandzlaw.com>
Subject: FW: Questions Regarding My Property and Insurance Coverage

Can you please confirm whether you have my property?

Sincerely,
Katie Copeland
817-789-8498

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Date: Thursday, October 2, 2025 at 1:40 PM
To: reignrestoration@gmail.com <reignrestoration@gmail.com>
Subject: Questions Regarding My Property and Insurance Coverage

Dear Reign Restoration Team,

I am the tenant from 220 E. Broadway, Unit 2145, Fort Worth, Texas 76104. You were hired by Dedicated Mold Specialists. I understand that my property is currently in your possession, and I'd like to clarify a few important matters regarding how items are being handled.

Logistics:

1. AT&T has requested that I return their internet equipment. Please set that aside so I can easily retrieve it for mailing.
2. There is a large TV in my bedroom. Geek Squad previously installed it and noted they could remove/reinstall, but not transport. That is why I kept the large original TV box in my living room. Please ensure both the TV and its box are kept together.
3. What happened with the refrigerator/freezer contents? I have medications in the fridge and freezer, as well as expensive food items. Can you confirm how these items were handled? Why was the refrigerator removed anyway?

Process & Coverage Questions:

1. How do you determine what items are considered contaminated versus salvageable?

2. What methods do you use to clean, inventory, and store property?
3. How do you document chain of custody for items?
4. I noticed your documents indicate that you carry insurance for property in your care. Could you please confirm:
 - The amount of coverage per item or per customer
 - The name of the carrier
 - The process for submitting a claim if items are lost, damaged, or spoiled

I would appreciate a written response so I can understand next steps and ensure proper handling of my belongings.

Thank you for your assistance, and I look forward to your reply.

Sincerely,

Katie Copeland
817-789-8498

Subject: FW: Questions Regarding My Property and Insurance Coverage
Date: Tuesday, October 21, 2025 at 5:12:07 PM Central Daylight Time
From: Copeland, Katie
To: reignrestoration@gmail.com
CC: Michelle Sortor
Priority: High

Can you please confirm whether you have my property?

Sincerely,
Katie Copeland
817-789-8498

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Date: Thursday, October 2, 2025 at 1:40 PM
To: reignrestoration@gmail.com <reignrestoration@gmail.com>
Subject: Questions Regarding My Property and Insurance Coverage

Dear Reign Restoration Team,

I am the tenant from 220 E. Broadway, Unit 2145, Fort Worth, Texas 76104. You were hired by Dedicated Mold Specialists. I understand that my property is currently in your possession, and I'd like to clarify a few important matters regarding how items are being handled.

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2. What methods do you use to clean, inventory, and store property?
3. How do you document chain of custody for items?

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- The amount of coverage per item or per customer
- The name of the carrier
- The process for submitting a claim if items are lost, damaged, or spoiled

I would appreciate a written response so I can understand next steps and ensure proper handling of my belongings.

Thank you for your assistance, and I look forward to your reply.

Sincerely,

Katie Copeland
817-789-8498

Subject: Questions Regarding My Property and Insurance Coverage
Date: Thursday, October 2, 2025 at 1:40:56 PM Central Daylight Time
From: Copeland, Katie
To: reignrestoration@gmail.com
Priority: High

Dear Reign Restoration Team,

I am the tenant from 220 E. Broadway, Unit 2145, Fort Worth, Texas 76104. You were hired by Dedicated Mold Specialists. I understand that my property is currently in your possession, and I'd like to clarify a few important matters regarding how items are being handled.

Logistics:

1. AT&T has requested that I return their internet equipment. Please set that aside so I can easily retrieve it for mailing.
2. There is a large TV in my bedroom. Geek Squad previously installed it and noted they could remove/reinstall, but not transport. That is why I kept the large original TV box in my living room. Please ensure both the TV and its box are kept together.
3. What happened with the refrigerator/freezer contents? I have medications in the fridge and freezer, as well as expensive food items. Can you confirm how these items were handled? Why was the refrigerator removed anyway?

Process & Coverage Questions:

1. How do you determine what items are considered contaminated versus salvageable?
2. What methods do you use to clean, inventory, and store property?
3. How do you document chain of custody for items?
4. I noticed your documents indicate that you carry insurance for property in your care. Could you please confirm:
 - The amount of coverage per item or per customer
 - The name of the carrier
 - The process for submitting a claim if items are lost, damaged, or spoiled

I would appreciate a written response so I can understand next steps and ensure proper handling of my belongings.

Thank you for your assistance, and I look forward to your reply.

Sincerely,

Katie Copeland
817-789-8498

Exhibit A-8

Email from counsel for
Weinstein Properties
October 30, 2025

Subject: RE: Request for Confirmation on Storage, Preservation of Belongings, and Insurance Coverage

Date: Thursday, October 30, 2025 at 3:46:35 PM Central Daylight Time

From: Michelle Sortor

To: Copeland, Katie, Glynis Zavarelli

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

Ms. Copeland:

The items in the storage room assigned to your previous apartment unit, the items in the 4th floor storage room (placed there on October 5 after repeated attempts to obtain direction from you over that weekend - and which were ignored), and the items on the balcony - need to be removed given the expiration of your lease term. Weinstein has advised that you failed to return you key fob, the storage room keys, and other access items (as required by the lease agreement), and as such, you continue to be able to access these items, so that you can move them out. If you contend that you cannot access the balcony items without entering the apartment unit (which as you know you have been ordered not to do), please advise and please provide authorization for the apartment maintenance staff to move those items into the storage room which is assigned to the apartment (not the 4th floor storage room). Please note: Weinstein's position is that given the expiration of the lease - all items that remain in the storage rooms and on the balcony are in violation of the lease agreement - **you must immediately remove all of your belongings from Weinstein property to avoid Weinstein seeking legal remedies available to it under the lease.**

With respect to the items which are located at the Reign facility, you have been made aware since October 3 that all of those can be returned to you (and this has been addressed on several other occasions as well). You did not respond to that information initially - but now it appears that you do not want the items returned at this time, and you do not want the items cleaned at this time (which as you are aware - when you have repeatedly requested no cleaning be done and requested assurance that it has not - you have been told repeatedly that no cleaning has taken place given your request that this not occur but that if you authorize the cleaning, this will be at no charge to you). You have also been previously advised that Reign is not a long-term storage facility. Therefore - you need to decide: do you want the items returned at this time (not yet cleaned) or do you want the items cleaned (and then returned to you). Your decision in this regard will dictate the logistics involved and as such, once you have provided that decision - we will update you as to the logistics associated with the choice you have made (and as you are aware- either choice require you to provide an address to which the items can be delivered).

With respect to the cleaning process - we do not have that specific information, as we are not mold remediaters or property restoration professionals. We will request that Weinstein obtain information from Reign which provides insight to the process, and upon receipt, that information will be provided to you.

With respect to your questions regarding insurance matters, I previously told you that we were checking with Weinstein regarding whether there are other applicable insurance policies and to

the extent such exist, those will be produced. Please note- we are not coverage attorneys and can provide no information or opinion as to coverage.

On a related matter- again, please produce the entirety of the renter's insurance policy you had with State Farm.

Finally: After the Temporary Restraining Order, your key was used to access the apartment unit, on October 7, 2025. After the Temporary Injunction was entered, your key was used to access the apartment unit, on October 21. As to each of these dates, please provide an explanation as to why you entered your apartment and/or permitted someone else to enter your apartment, using your key.

Regards,

Michelle Sortor

Michelle S. Sortor
Wentz & Zavarelli, L.L.P.
3120 Sabre Drive, Suite 170
Southlake, Texas 76092

(469) 665 – 9100 – Telephone
(469) 262 – 2078 – Direct Line
(469) 665 – 9106 – Facsimile

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Wednesday, October 29, 2025 2:12 PM
To: Michelle Sortor <msortor@wandzlaw.com>; Glynis Zavarelli <gzavarelli@wandzlaw.com>
Cc: Amye Brochstein <Amye.Brochstein@phly.com>
Subject: Request for Confirmation on Storage, Preservation of Belongings, and Insurance Coverage

Dear Ms. Zavarelli and Ms. Sortor,

I wanted to follow up to ensure there's clear understanding regarding my personal belongings from Unit 2145.

As I understand it:

- Reign Restoration currently has custody of the items that were packed and removed from my apartment, and they have held off on any cleaning or remediation pending my authorization. (I might be inclined to authorize it, but I've been waiting for a response regarding how that process works.)

- There are also remaining items stored on-site, as well as some belongings still on my balcony and in a separate storage unit that was already in my name.

Because the apartment and its contents have been declared contaminated, I need written assurance that none of my belongings will be cleaned, moved, altered, or disposed of without my explicit consent or a court order. I also need confirmation that all storage arrangements are secure and under proper environmental conditions until I'm able to safely inspect or relocate the items.

Additionally, it's my understanding that Weinstein's insurance coverage may include contents, remediation, or storage-related protection for situations like this. Could you please confirm whether that coverage has been activated or whether a claim has been made, and if not, explain why?

I'm trying to make informed decisions about next steps, and having this clarity will help me move forward appropriately.

Thank you,

Katie Copeland

(817) 789-8498

K.M.Copeland@tcu.edu

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.

John Douglas
Bar No. 24028865
john@jadouglaslaw.com
Envelope ID: 108285113

Filing Code Description: Motion For New Trial
Filing Description: Motion to Reinstate and Appearance of Counsel
Status as of 11/20/2025 2:05 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Glynis Zavarelli	788743	gzavarelli@wandzlaw.com	11/20/2025 12:47:23 PM	SENT
Lile Benaicha		lbenacha@weinsteinproperties.com	11/20/2025 12:47:23 PM	SENT
Kodi Walker		kowalker@weinsteinproperties.com	11/20/2025 12:47:23 PM	SENT
Amye Brochstein		Amye.Brochstein@phly.com	11/20/2025 12:47:23 PM	SENT