

CAUSE NO. 141-370402-25

FILED
 TARRANT COUNTY
 10/20/2025 12:08 PM
 THOMAS A. WILDER
 DISTRICT CLERK

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

Plaintiffs

VS.

KATHRYN COPELAND,

Defendant

IN THE DISTRICT COURT OF

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TARRANT COUNTY, TEXAS

141ST JUDICIAL DISTRICT

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

TO THE HONORABLE JUDGE OF SAID COURT:

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

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

These acts include, but are not limited to:

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

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

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

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

XIV.

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

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

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

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

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

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

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

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

XV.

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

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

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

XXIV.

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

XXV.

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

XXVI.

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

XXVII.

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

XXVIII.

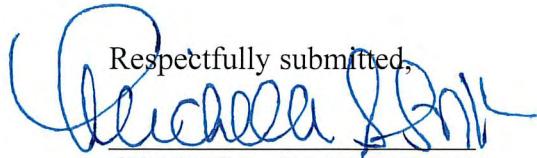
Plaintiffs/Counter-Defendants invoke any and all statutory rights, remedies, and caps provided in Tex. Civ. Prac. & Rem. Code, Chapter 41, including but not limited to: §§41.001, 41.003, 41.006, 41.007, 41.008, 41.009, 41.010, 41.0105 and 41.012, and Tex. Civ. Prac. & Rem. Code §18.091, to the extent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

XXIX.

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

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

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


Respectfully submitted,

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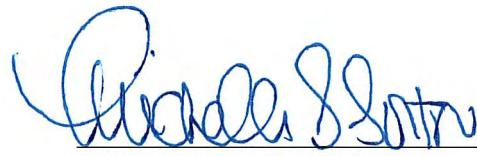
**ATTORNEY FOR PLAINTIFFS/
COUNTER-DEFENDANTS**

CERTIFICATE OF SERVICE

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

Via Electronic Service

Kathryn Copeland


MICHELLE S. SORTOR

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