

**CAUSE NO. 141-370402-25**

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

**Plaintiffs,**

**v.**

**KATHRYN COPELAND,**

**Defendant.**

**IN THE DISTRICT COURT OF**

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**TARRANT COUNTY, TEXAS**

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**141<sup>st</sup> JUDICIAL DISTRICT**

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**WEINSTEIN'S RESPONSE TO DEFENDANT COPELAND'S  
SPECIAL EXCEPTIONS**

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TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Weinstein Management Co., Inc. and WMCI Dallas X, LLC (hereinafter "Weinstein") and makes and files this, their Response to Defendant (hereinafter referred to as "Copeland") Special Exception, and in support thereof would respectfully show unto the Court as follows:

**I.**

**FACTUAL AND PROCEDURAL BACKGROUND**

***Factual Background***

Copeland entered into a lease agreement with the landlord of the apartment complex, The Bowery at Southside. The property is owned by WMCI Dallas X, LLC and as such, this entity is the landlord. The property is managed by Weinstein Management Co., Inc, and as such, this entity is the management company for the apartment complex. Copeland's tenant relationship started in October 2023 (through entering into a signed lease agreement), and thereafter, Copeland continued to renew her lease, with the last such renewal occurring in May 2025. At that time, the

lease term ran through end of August 2025. On August 26, 2025, a notice of non-renewal was sent to Copeland (indicating her lease term would expire on October 26, 2025) (this was sent in compliance with the lease agreement's requirements that either party seeking to non-renew is required to provide the other party with a 60 day notice).

Copeland complained of alleged mold in the entryway of her apartment, on March 5, 2025 (specifically there was a dark discoloration at the seam of the wall). This condition was evaluated by the maintenance staff and repaired. Thereafter, Copeland renewed her lease in May 2025), to include receiving and signing the Mold addendum for the lease (as she had also done in the past).

Copeland made no other complaints about alleged "mold" until June 27, 2025- when she sent a DTPA notice/demand letter – and enclosed a copy of the mold assessment report, prepared by Biotex, a vendor that she procured, and who performed an assessment on June 18, 2025 (and based on information and belief, Biotex services were paid for by a third party (not Copeland)). This company prepared its report and it is believed, the report was provided to Copeland either on that date, or shortly thereafter; however, Copeland failed to provide the report (or even the information contained in the assessment report) to the Weinstein entities until 9 days later, on June 27, 2025 (when she sent a DTPA notice and demand letter, and included the report).

Further, Copeland procured a "statement" from a friend who purportedly had been at her apartment on June 8, 2025. This friend wrote a brief statement on June 10, 2025, indicating that he had smelled mold and has observed mold (at the entrance of the apartment). Notably and significantly- Copeland also kept this information to herself, not providing the statement or in the information contained in the statement to the Weinstein entities until she sent the DTPA notice and demand letter, on June 27, 2025. Additionally, Copeland went to an eye doctor on June 13,

2025 (before Biotex ever performed its assessment) and informed that doctor that she had been exposed to mold. She did not, however, advise the Weinstein entities of this.

Copeland continued to reside at and live in the apartment at The Bowery at Southside through July 14, 2025 (and during this time, management personnel were informing her of the status of repair work and/or efforts being made to enlist the assistance of a mold remediation company).

Copeland failed to exercise any purported Chapter 92 (Texas Property Code) remedy in response to what she now claims was an improper delay in repair/inappropriate response to her June 27, 2025 correspondence. She could have opted to terminate her lease early (again, noting that she had renewed the lease at the end of May 2025- after the March 2025 assertion that there was mold by her doorway), she could have opted to obtain a court order for the landlord to make repair to the apartment, and she could have opted to pursue repair of the apartment herself and seek rent deduction ---all of which are remedies provided in/ by the Texas Property Code. She pursued none of these options.

The Weinstein entities offered Copeland the opportunity to early terminate her lease (with no penalties) and/or provide her another apartment. She did not elect to early terminate the lease and though interested in pursuing a different apartment, once she was told that that her current apartment would need to pass inspection, first-after the management staff smelled dog urine in the apartment, she no longer wished to pursue that option. Copeland continued to send threatening (threatening legal action and reports to various entities) emails to the management staff and insisted on being placed in a hotel (selecting The Nobleman) and demanded that her dogs be provided boarding (at no expense to Copeland). Thereafter, she demanded to be placed at the Bowie House (as she was being police escorted from The Nobleman (resulting in a criminal

trespass issued to her), and thereafter, she was also criminally trespassed from the Bowie House. She then returned to live at her apartment from September 11/12 through September 19, 2025 – and once Weinstein’s counsel called to conduct a certificate of conference in connection with the injunctive relief requested, Copeland returned the call to defense counsel (secretly recorded it) and during that call indicated she needed to be lodged elsewhere (again, after staying at the apartment for several days). Copeland requested The Worthington and Weinstein agreed to pay for her room there, as well. The expenses for hotel and dog boarding paid on Copeland’s behalf, ceased at the end of her lease term– October 26, 2025.

With respect to the condition of the apartment and the attempts made by the Weinstein entities to attend to and repair/remediate same, multiple vendors have been used by the Weinstein entities, throughout the last several months, and the remediation efforts have been delayed on several occasions. Copeland bears responsibility for her initial failure to provide timely notice of the conditions noted by Biotex, and further delay was caused by Copeland - interference with the work, refusal to move her personal property items within her apartment to provide access for ServePro’s remediation efforts, sending DTPA demand letters to two of the vendors (ServePro and Biotex) and other types of correspondence, resulting in both subsequently withdrawing from the work, refusing to cooperate in selection of a new mold assessment company (after she had requested to do so, and after Biotex withdrew from its continued work) so that an updated assessment could be obtained, unnecessarily returning to live at the apartment from September 11 through September 19, 2025 (an apartment she claimed as far back as June 27, 2025 was not inhabitable and is unhealthy/unsafe to reside within), and then refusing to allow the Weinstein management entity entry to inspect and confirm that the first remediation company’s (ServePro) work had not been disturbed; refusal to comply with the Weinstein management entity directive

given on September 12, 2025, to leave the HVAC system off and ultimately; enlisting her “advocate” John Douglas to send an email correspondence on September 16, 2025 threatening to file litigation in federal court to halt the remediation work (at this point, Copeland had been advised [on September 15] that a mold assessment company had been used to update the assessment and protocol and that remediation work was again scheduled to begin on September 22), claiming that the remediation work would constitute “spoliation”.

The Weinstein entities sought court intervention to be able to proceed with the remediation of the apartment Copeland had then leased (2145).

#### ***Procedural Background-Generally***

On September 19, 2025, the Weinstein entities filed their lawsuit against Copeland, alleging various causes of action and seeking injunctive relief to be able to move forward with the remediation process.

Defendant/Counter Plaintiff filed her Original Answer, Special Exceptions, Verified Denials, Affirmative Defenses, and Counter Claims, on September 25, 2025. With respect to her Special Exceptions, she cited to the Texas Rules of Civil Procure, Rules 91, 45 and 47 (in that order). Thereafter, she set these Special Exceptions, noticing the hearing for December 4, 2025.

Defendant/Counter-Plaintiff then filed a First Amended Answer, Special Exceptions, Verified Denials, Affirmative Defenses, and Counterclaims. These Special Exceptions (which are the same as the first set of Special Exceptions are the same), and have also now been set for hearing on December 4, 2025.

## II.

### APPLICABLE LAW

Texas law requires that a party's pleadings provide statements in plain and concise language and it is not grounds for objections that a pleading allegation is evidentiary or constitutes a legal conclusion, if "fair notice" is given to the opposing party, when reading the allegations as a whole.

Nothing in the rules requires a party to assert detailed facts or set out every element of any particular cause of action.

#### *Texas Rule of Civil Procedure 45*

Texas law makes clear that in providing "fair notice" of the claim; a "short statement of the cause of action" is sufficient to give "fair notice". Further, a party is not required to assert relief of monetary damages, unless same is sought, and instead, a party can plead for non monetary relief.

#### *Texas Rule of Civil Procedure 47*

"A petition is sufficient if it gives fair and adequate notice of the facts upon which the pleader bases his claim". The purpose of the rule is to give the opposing party information sufficient to enable him to prepare a defense. *Kopplow Dev. Inc. v. City of San Antonio*, 399 S.W.3d 532, 536 Tex 2013); *Roark v. Allen*, 633 S.W.2d 894, 819 (Tex. 1982). Further, the "fair notice" pleading standard assesses whether the opposing party can ascertain from the pleading, the nature of and basic issues of the controversy and the type of evidence that might be relevant to the controversy. *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.2d 217, 230 (Tex. 2004); *Horizon v. Auld*, 34 S.W.3d 887, 896-897 (Tex. 2000). Moreover, the omission of an element is not fatal if the cause of action "may be reasonably inferred from what is specifically stated". *Boyles v. Kerr*, 855 S.W.2d 593, 601 (Tex. 1993). Significantly, under "notice pleadings", a party is not required to "set out in

his pleadings the evidence upon which he relies to establish his asserted cause of action".

*Paramount Pipe & Supply Co. v. Muhr*, 749 S.W.2d 491, 494-495 (Tex. 1988).

### III.

#### **COPELAND'S SPECIAL EXCEPTIONS (TO INCLUDED AMENDED SPECIAL EXCEPTIONS) SHOULD BE DENIED**

##### **Copeland's First Special Exception**

Copeland asserts as her first Special Exception – that the information provided in Weinstein's Original Petition and its request for injunctive relief- was conclusory and failed to provide adequate information as to irreparable harm. Copeland is wrong and her complaint in that regard, is moot.

This Court reviewed and considered the entirety of Weinstein's Original Petition (and Supplement) – both of which included detailed factual assertions and set out applicable causes of action, and indicated the types of relief necessary to avoid the asserted irreparable harm. Thereafter, this Court issued a Temporary Restraining Order on October 2, 2025 and a Temporary Injunction on October 16, 2025. As such, this Court has already determined that the information provided – inclusive of the facts provided and allegations plead – were sufficient to support both a temporary restraining order and a temporary injunction.

Further, and with the above in mind, Weinstein specifically identified pertinent factual allegations, applicable causes of action, set out the requirements to obtain injunctive relief and referenced to attached evidence, in support of its allegations and relief sought. There was nothing "boiler plate" with respect to Weinstein's pleadings, as Copeland has asserted in her Special Exceptions and she has filed multiple Responses (or variations thereof) and as such, her assertion that "cannot adequately respond" is disingenuous.

Copeland's first Special Exception should be denied in its entirety.

## **Copeland's Second Special Exception**

Copeland asserts as her second Special Exception that the relief requested by Weinstein (in reference to its requested relief) was overly broad and vague. Copeland is wrong and her complaint is moot.

This Court reviewed and considered the entirety of Weinstein's Original Petition (and Supplement) – both of which included detailed factual assertions and set out applicable causes of action, and indicated the types of relief necessary to avoid the asserted irreparable harm. Thereafter, this Court issued a Temporary Restraining Order on October 2, 2025 and a Temporary Injunction on October 16, 2025. As such, this Court has already determined that the information provided – inclusive of the facts provided and allegations plead – were sufficient to support both a temporary restraining order and a temporary injunction, and specifically including the “restraints” placed on her conduct.

The restraints placed on Copeland were specifically identified- and the Court issued injunctive relief, tailoring a specific Order as to the Temporary Restraining Order. If Copeland was not able to understand what the Court ordered, she could have so stated at the hearing on the Temporary Restraining Order- and she did not. The Temporary Injunction largely maintains the parameters of the Temporary Restraining Order (neither include all of the relief sought by Weinstein). While Copeland appears to have potentially violated both – by accessing her apartment on October 7 and on October 21 (or permitting someone to do so with her key fob)- this does not vitiate the specificity provided for in both the Temporary Restraining Order and Temporary Injunction.

Copeland's second Special Exception should be denied.

### **Copeland's Third Special Exception**

Copeland provides no reference point for this special exception – referencing Weinstein’s use of the term “organic growth” – pointing to no particular allegation; however, the Special Exception is without merit.

Weinstein has plead pages of facts, and provided certain documents – which make clear that organic growth was present in Copeland’s then apartment (her lease has expired) and that a mold substance was also identified there (and for which Weinstein has to seek injunctive relief from this Court in order to move the remediation process forward- remediation of mold). Weinstein has more than satisfied the “fair notice” requirement for its pleading – and is not required to list every date, and location that any particular substance was noted in the apartment – organic growth and/or mold.

Copeland’s third Special Exception should be denied, in its entirety.

### **Copeland's Fourth Special Exception**

Copeland asserts as her fourth Special Exception – that the request/application for temporary restraining order and temporary injunction lacked a proper verification. She also contends that all that was provided was a “business records” affidavit. Copeland is wrong and her complaint in that regard, is moot (and her attempt to attack the Affidavit and/or Unsworn Declaration of Pam Quinn through a special exception is improper; had Copeland thought either were objectionable, she should have filed Objections to both, before the hearing on the Temporary Restraining Order; she failed to do this).

This Court reviewed and considered the entirety of Weinstein’s Original Petition (and Supplement) – along with the Affidavit of Pam Quinn and Unsworn Declaration of Pam Quinn (both of which went well beyond a “business records affidavit”). The Affidavit of Pam Quinn and

the Unsworn Declaration of Pam Quinn provided detailed information as to the chronology of events, providing factual assertions to support the injunctive relief/ showing the need for injunctive relief and provided detailed information as to the potential for harm and damages already incurred. The Affidavit and Unsworn Declaration, therefore, in all manners - complied with the requirements of Texas Rules of Civil Procedure 680 and 681. Copeland's assertion that a "management" employee cannot provide this type of information is without merit (noting the management company handles all of the daily operations for the apartment complex- and Ms. Quinn, in particular, was personally involved in various events concerning Copeland (as her Affidavit and Unsworn Declaration make clear)). Thereafter, this Court issued a Temporary Restraining Order on October 2, 2025 and a Temporary Injunction on October 16, 2025. As such, this Court has already determined that the information provided – inclusive of the facts provided and allegations plead – were sufficient to support both a temporary restraining order and a temporary injunction.

Copeland's fourth Special Exception should be denied, in its entirety.

### **Copeland's Fifth Special Exception**

Copeland's fifth Special Exception asserts that Weinstein failed to plead all elements for Weinstein's tortious interference with contract claim fails to provide all material terms to the contracts at issue, fails to specify: who, what, when and where for each alleged act and fails to specify categories and amounts of damages. Copeland's expectation as to Weinstein's pleading is wrong.

Weinstein plead (providing much more than "fair notice" ) the elements of this cause of action, and the facts supporting this cause of action (based on what is currently known –it is expected more information will likely be obtained through discovery), and even embedded in the petition, certain email communications, as an example. Weinstein also provided the and providing

the Affidavit of Pam Quinn – which speaks to Copeland’s interference with these contracts). There is more than sufficient information provided by which Copeland can understand and appreciate what is alleged against her. Copeland’s request to have Weinstein plead the “who, what, when and where” and assert specific damages – is improper, unnecessary and neither required nor supported by the Texas Rules of Civil Procedure (and interpreting case law).

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Copeland’s fifth Special Exception should be denied, in its entirety.

### **Copeland’s Sixth Special Exception**

Copeland’s sixth Special Exception asserts that Weinstein’s request for Declaratory Judgment is duplicative and/or advisory. Copeland’s special exception in this regard- is fragmented, using phrases which fail to explain the actual complaint asserted as to the pleadings. Regardless, based upon what is able to be discerned from this Special Exception, Copeland is wrong as to the duplicative and/or advisory nature of the declaratory judgment relief sought.

The relief sought through the Declaratory Judgment is specific to declaring the rights/obligations of the parties under the lease agreement and/or under Texas Property Code, Chapter 92. The allegations and relief sought form the basis of the injunctive relief pursued by Weinstein (as is required to be plead and identified).

Copeland’s sixth Special Exception should be denied, in its entirety.

### **Copeland’s Seventh Special Exception**

Copeland’s seventh Special Exception asserts that Weinstein’s breach of contract claim is insufficient in terms of specificity. Copeland is wrong.

Weinstein specifically plead all element of this cause of action, provided factual assertions, provided excerpts – within the body of the petition- of the portions of the lease agreement (ie the contract) of which Weinstein is currently aware was breached (it is anticipated that additional

information to support this cause of action will be obtained through the discovery process) and set out how Copeland breached the lease agreement (providing a copy of her lease agreement, authenticated by the Affidavit of Pam Quinn). Weinstein's pleading goes well beyond "fair notice" and Copeland's request for Weinstein to plead conditions precedent or other matters on which Copeland may base her defenses -is not supported by the Texas Rules of Civil Procedure and is improper.

Copeland's seventh Special Exception should be denied, in its entirety.

#### **Copeland's Eighth Special Exception**

Copeland's eighth Special Exception asserts that Weinstein Management Co. Inc. is not a proper party with standing to bring this lawsuit, and states that there are no facts plead to show that this company has "independent standing or capacity" to sue on its own claims. Copeland is wrong.

Weinstein specifically plead that Weinstein Management Co. Inc. is the management entity for the owner entity. This is also made clear in the Affidavit of Pam Quinn and Unsworn Declaration of Pam Quinn; further, Copeland has brought counter claims against this entity. Therefore, while wrong in any event – her Special Exception indicating that this entity cannot sue – while suing this entity under the DTPA, and suing this entity for: breach of contract, fraudulent misrepresentation, failure to repair, violations of the Fair Housing Act, negligence and negligence per se, constructive eviction, trespass to chattels and conversion (and all other claims she has asserted against this entity) is disingenuous (at best). If she actually believed this entity could not bring a cause of action independently, then the converse would be true – that it lacks legal capacity to be sued independently -which would then make her claims against this entity –in violation of Texas Rule of Civil Procedure 13 and Texas Civil Practice & Remedies Code, Chapter 10. It is

assumed Copeland will not admit to having violated either and as such, her Special Exception as to this – is not only without merit -but appears to be asserted purely to harass.

Copeland's eighth Special Exception should be denied, in its entirety.

### **Copeland's Ninth Special Exception**

Copeland's ninth special exception as to vague terms or labels used by Weinstein, is without merit. Nothing requires Weinstein to provide more specificity as to these assertions – and the facts as plead by Weinstein, the Affidavit of Pam Quinn and the Unsworn Declaration Pam Quinn clearly indicate the manner in which Copeland has been disparaging to Weinstein, how she has acted in a harrasive manner and the manner in which she has interfered with the work attempting to be performed by Weinstein.

Weinstein's pleadings have more than provided "fair notice" of its allegations, which is all that is required.

Copeland's ninth Special Exception should be denied, in its entirety.

### **Copeland's Tenth Special Exception**

Copeland has asserted as her tenth special exception that Weinstein has failed to plead for damages but asserts damages and asserts that per Rule 47, damages should be plead. Copeland is wrong.

Weinstein's pleadings clearly indicate they are not seeking monetary relief, and have pointed to, in part, Copeland's Pauper Affidavit – which makes clear (according to her representations made within) that she has no money. Copeland failed to pay rent for three months. Copeland continues to assert she cannot afford housing and has indicated she has no income at this time.

Weinsteins' reference to the manner in which they have been damaged – ie paying for thousands of dollars in hotel bills, pet boarding and starts/stops for remediation work (to include damage caused to the apartment by Copeland's own actions); totaling now almost \$80,000– is just that – the manner in which Copeland's acts (and/or omissions) have caused real and substantial damage/harm to Weinstein. The sums incurred will never be able to be recovered from Copeland (assuming again that what Copeland has represented about her financial status is true). The amounts incurred/spent by Weinstein – will be used as an offset to damages, if any, awarded to Copeland.

Copeland's tenth Special Exception should be denied, in its entirety.

#### **Copeland's Eleventh Special Exception**

Copeland's eleventh special exception appears to assert that certain exhibits attached by Weinstein to its Original Petition may be incomplete or illegible- but does not point out any particular exhibit of this nature. As such, Copeland's Special Exception fails to comply with Texas Rule of Civil Procedure 91.

Moreover, Rule 59 (as cited to by Copeland) does not require that documents be attached to pleadings, at all (it provides opportunity for documents to be attached, if the party chooses, and allows reference to the contents of those attachments- as opposed to having to plead specific matters). Weinstein has plead specific facts- and is not required to attach any particular document to its pleadings (noting again that Copeland has wholly failed to identify which exhibits may be incomplete and/or not legible).

Copeland's eleventh Special Exception should be denied, in its entirety.

#### **Copeland's Twelfth Special Exception**

Copeland's twelfth Special Exception complains that Weinstein did not attach the recent mold assessment performed by Dallas Mold – to its petition. Weinstein is not required to do so and

the injunctive relief sought was not dependent upon the contents of this particular assessment (it had already been determined that mold existed and needed to be remediated and Copeland's acts were the concern identified by Weinstein in seeking injunctive relief); notably: the updated assessment obtained by Weinstein was necessary after Copeland's acts and/or omissions, in part, had served to cause delay and interruption to the work.

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Neither Rule 59 nor Chapter 65 of the Texas Civil Practice and Remedies Code state that "equity disfavors injunctive relief premised on undisclosed instruments" (as Copeland's Special Exception asserts) and neither require any particular instrument to be attached to a request for injunctive relief.

Copeland's Special Exception was an attempt to obtain a copy of the updated assessment (which she was not entitled to obtain). However, Copeland ultimately obtained the assessment from City of Fort Worth Code Compliance (which had requested this from Weinstein – and Weinstein had provided it to the Code Compliance representative).

Copeland's twelfth Special Exception should be denied, in its entirety.

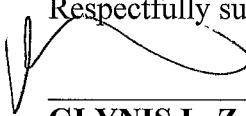
#### **IV.**

#### **CONCLUSION**

Weinstein's pleadings comply, in all manners, with the Texas Rules of Civil Procedure and interpreting case law (and, go well beyond what is required with respect to pleadings). Copeland's Special Exceptions should each be denied.

WHEREFORE PREMISES CONSIDERED, Weinstein request that Copeland's Special Exceptions be denied, in their entirety, and for such other and further relief, at law and in equity, both general and specific, to which Weinstein may be justly entitled.

Respectfully submitted,

  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument was served on counsel of record this **2<sup>ND</sup> day of December, 2025**, in accordance with the Texas Rules of Civil Procedure.

**Via Electronic Service**

Kathryn Copeland

  
**GLYNIS L. ZAVARELLI**