

**NO. 141-370402-25**

FILED  
TARRANT COUNTY  
12/4/2025 7:08 PM  
THOMAS A. WILDER  
DISTRICT CLERK

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

**IN THE DISTRICT COURT OF**

v.

**TARRANT COUNTY, TEXAS**

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

**§ 141<sup>ST</sup> JUDICIAL DISTRICT**

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**ORDER GRANTING DEFENDANT'S AMENDED MOTION FOR  
STATUTORILY REQUIRED COMPLIANCE**

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On this day, the Court considered Defendant Kathryn Copeland's Amended Motion for Statutorily Required Compliance with Federal and State Disability Law. After reviewing the motion, the filings, and the applicable law, the Court finds:

1. Defendant is a person with disabilities protected under the Fair Housing Act, the Americans with Disabilities Act, and the Texas Fair Housing Act.
2. Plaintiffs received multiple written disability-related accommodation requests (including on March 5, June 27, June 30, August 14, and September 11, 2025), which placed them on explicit notice of Defendant's disabilities and the need for accommodation.
3. The BioTex licensed mold assessor declared Unit 2145 "UNFIT FOR HUMAN OCCUPANCY" on June 18, 2025, and Plaintiffs have not produced a Certificate of Mold Remediation or evidence of completed licensed remediation.
4. Plaintiffs provided 93 days of hotel lodging but violated the interactive process requirement under 24 C.F.R. § 100.204 by unilaterally selecting hotel accommodations without engaging Defendant in discussion of what accommodation would effectively

- address her disability-related needs (stable housing with kitchen, yard for service dogs, space for home health services).
5. On October 26, 2025, Plaintiffs terminated temporary housing based on the August 26, 2025 nonrenewal notice. Because that nonrenewal is void as retaliatory under Tex. Prop. Code § 92.331, Plaintiffs' statutory duty to accommodate continued, and Plaintiffs have been in ongoing violation of federal and state disability law since October 26, 2025.
  6. Under 42 U.S.C. § 3604(f)(3)(B), 24 C.F.R. § 100.204, and Tex. Prop. Code § 301.025©(2) and § 301.152, once disability and need are established, the duty to provide reasonable accommodation is **mandatory and nondiscretionary**.
  7. Under 42 U.S.C. § 3617 and Tex. Prop. Code § 92.331, housing providers may not retaliate against any person for exercising rights protected under the Fair Housing Act, and courts must enforce this prohibition when raised.
  8. The statutory duties triggered in this case are ministerial rather than discretionary; the Court must enforce the mandatory requirements of the FHA, ADA, and Texas Fair Housing Act.
  9. The record includes repeated disability-related accommodation requests (including on March 5, June 27, June 30, August 14, and September 11, 2025), a licensed professional condemnation of the unit on June 18, 2025, 93 days of temporary housing provided by Plaintiffs without interactive process, and the termination of that accommodation on October 26, 2025 based on a void retaliatory nonrenewal while remediation remained incomplete.

**10. The Court takes judicial notice of the following undisputed facts established by Plaintiffs' own pleadings and documentary submissions in this case:**

- a. **Unit declared uninhabitable by licensed assessor:** BioTex Environmental report dated June 18, 2025 states Unit 2145 is “UNFIT FOR HUMAN OCCUPANCY” due to mold contamination.
- b. **Plaintiffs paid \$40,000+ for hotel accommodation:** Plaintiffs’ October 20, 2025 pleading admits they paid over \$40,000 for 93 days of hotel lodging (August 15 - October 26, 2025).
- c. **No remediation equipment when lawsuit filed:** Plaintiffs’ October 20, 2025 pleading admits no remediation equipment was on site when they filed lawsuit on September 19, 2025.
- d. **Property seized on Court’s watch:** Plaintiffs’ October 20, 2025 pleading admits they moved Defendant’s property without authorization on September 22, 2025 - three days after filing lawsuit while this Court had jurisdiction.
- e. **Insurance adjuster’s broken promise:** August 15, 2025 email from Plaintiffs’ insurance adjuster promised housing “until remediation completed,” then terminated accommodation on October 26, 2025 while unit remained uninhabitable.
- f. **Eviction notice on uninhabitable unit:** November 6, 2025 eviction notice demands rent on unit Plaintiffs admit is uninhabitable and undergoing remediation.

- g. **Retaliatory timing:** August 14, 2025 FHA accommodation notice sent by Defendant; August 26, 2025 nonrenewal notice sent by Plaintiffs - 12-day window establishes prima facie retaliation under Tex. Prop. Code § 92.331(b).
- h. **Unit remains uninhabitable:** Photograph dated December 4, 2025 shows “MOLD REMEDIATION IN PROGRESS - DO NOT ENTER” notice on Unit 2145 door, proving remediation incomplete 169 days after BioTex condemnation and 39 days after Plaintiffs terminated temporary housing based on void retaliatory nonrenewal.
1. **Plaintiffs have unlawfully retained Defendant’s personal property, including medically necessary equipment, for over three months** in violation of Texas Property Code and preventing Defendant from accessing prescribed medical treatments.
  2. **Dr. Kim Tran’s medical letter warns** Defendant is “in urgent need of financial and medical support to stabilize her living conditions and prevent irreversible decline”—a medical emergency exacerbated by Plaintiffs’ ongoing violation of accommodation duties since October 26, 2025.
  3. **These undisputed facts establish that Plaintiffs have violated mandatory statutory duties** under the Fair Housing Act, Texas Fair Housing Act, and Texas Property Code. The Court’s role is ministerial: apply settled law to undisputed documentary facts.

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**IT IS THEREFORE ORDERED that:**

**1. Interim Housing at Englewood Property**

Plaintiffs **shall provide** Defendant with interim housing at the Englewood property (or substantially similar ADA-compliant single-family home with yard, kitchen, and furnished accommodations) at a monthly rental rate not to exceed **\$7,950.00 within 48 hours of this Order** and shall maintain such housing **until licensed remediation is completed** and written clearance or a Certificate of Mold Remediation is issued. Interim housing must provide accessibility features necessary for Defendant's disabilities, including: Kitchen access for medically restricted diet preparation Fenced yard for service dogs Space for home health services and prescribed therapies Furnished accommodations while contents undergo licensed assessment and cleaning

**Compliance Deadline:** December 6, 2025, 5:00 PM CST

**2. Return of Medical Equipment and Personal Property**

Plaintiffs **shall immediately return** Defendant's medical equipment and personal belongings **within 48 hours of this Order OR** pay Defendant \$5,000.00 as replacement value for essential medical equipment (heated vest, red light therapy, pain management devices, and other medically necessary items).

If Plaintiffs elect to return property, they **shall coordinate and fund** a TDLR-licensed contents assessor to evaluate Defendant's belongings for contamination, salvageability, and safety, and shall make the property accessible for that purpose **within 7 days of this Order.**

**Compliance Deadline:**

- Return of medical equipment OR payment of \$5,000: December 6, 2025, 5:00 PM CST
- Licensed contents assessment: December 11, 2025, 5:00 PM CST

**3. Licensed Mold Remediation Completion**

Plaintiffs **shall complete licensed mold remediation** of Unit 2145 in compliance with Texas Occupations Code Chapter 1958 and **shall provide Defendant with a Certificate of Mold Remediation** from a TDLR-licensed professional **within 30 days of this Order.**

**Compliance Deadline:** January 3, 2026, 5:00 PM CST

**4. Per Diem for Displacement Expenses**

Plaintiffs **shall pay** Defendant **\$12,800.00** in per diem compensation for additional living expenses incurred during displacement from June 27, 2025 through December 4, 2025 (160 days × \$80/day).

This per diem compensates Defendant for documented out-of-pocket expenses including meals (inability to use home kitchen), laundry services, extra transportation, and other displacement-related costs not covered by hotel accommodation.

**Payment Deadline:** December 11, 2025, 5:00 PM CST

**5. Suspension of Rent Demands and Prohibited Retaliation**

Plaintiffs **shall suspend all rent demands, late fees, and collection efforts** relating to periods in which the unit was uninhabitable or declared unfit for occupancy.

Plaintiffs **shall not engage in any retaliatory action** prohibited under the Fair Housing Act, ADA, or Texas Fair Housing Act, including but not limited to:

- Pursuing eviction based on nonrenewal notice dated August 26, 2025 (void as retaliatory under Tex. Prop. Code § 92.331)
- Demanding rent for periods unit was uninhabitable
- Interfering with Defendant's access to medical equipment or prescribed care
- Filing additional lawsuits or collection actions related to this tenancy

### **Effective Immediately**

## **6. Enforcement and Contempt**

Failure to comply with any provision of this Order shall subject Plaintiffs to:

- **Contempt of court sanctions**
- **Daily fines of \$500.00 per day** for each day of non-compliance after the specified deadlines
- **Attorney's fees and costs** incurred by Defendant in enforcing this Order

## **7. Compliance Reporting**

Plaintiffs **shall file a written compliance report with the Court within 10 days of this Order** documenting:

- Date and location of interim housing (Englewood property or equivalent)
- Proof of \$12,800 per diem payment to Defendant
- Date and method of return of medical equipment OR proof of \$5,000 payment
- Status of licensed contents assessment
- Timeline for completion of licensed mold remediation

**Compliance Report Deadline:** December 14, 2025, 5:00 PM CST

## **8. Immediate Effect**

This Order takes effect **immediately** upon signing.

SIGNED on \_\_\_\_\_, 2025,

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JUDGE PRESIDING

141st Judicial District Court, Tarrant County, Texas

## **Automated Certificate of eService**

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

**Envelope ID:** 108745427

**Filing Code Description:** Proposed Order

**Filing Description:** Proposed Proposed Order Granting Ministerial Relief

Pursuant to Fair Housing Acts and Texas Property Code

Status as of 12/5/2025 8:16 AM CST

### Case Contacts

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