

MICHAEL A. STUART,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
v.	§	101 ST DISTRICT COURT
	§	
BROOKFIELD PROPERTIES, et al	§	
Defendant.	§	DALLAS COUNTY, TEXAS

DEFENDANT’S AMENDED ANSWER WITH SPECIAL EXCEPTIONS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Brookfield Properties Multifamily, LLC, misnamed as “Brookfield Properties” (“Defendant”), in the above-styled and numbered cause, filing this its First Amended Answer with Special Exceptions, and in support thereof would show the Court as follows:

ANSWER

1. Defendant generally denies each and every allegation contained in Plaintiff’s Original Petition and any amendments thereto, and demands strict proof thereof, by a preponderance of the evidence, as required by the laws of the State of Texas. Defendant reserves the right to plead further in this cause at a later date, in conformity with the Texas Rules of Civil Procedure.

SPECIAL EXCEPTIONS

2. Defendant specially excepts to the following portions of Plaintiff’s Petition, moves to strike the same on the grounds herein set forth, and on each and every one of which special exceptions, Defendant prays judgment of the Court:

3. To the allegations in the Section V, Count I, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff

in the State of Texas for “Breach of Section 8 HAP Contract.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

4. To the allegations in the Section V, Count II, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff in the State of Texas for “Declaratory Judgment.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

5. To the allegations in the Section V, Count III, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff in the State of Texas for “Violation of Texas Property Code.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

6. To the allegations in the Section V, Count IV, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff in the State of Texas for “Unauthorized Electronic Funds Transfer.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed

by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

7. To the allegations in the Section V, Count V, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff in the State of Texas for “Negligence in Contract Management.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

8. To the allegations in the Section V, Count VI, for the reason that said allegations are vague, general and indefinite, and fail to furnish fair notice to Defendant of the particular acts of Defendant which allegedly satisfy the elements of the causes of action purportedly pled by Plaintiff in the State of Texas for “Impossible Performance/Contract Frustration.” Plaintiff should be required to set forth specifically any and all alleged acts or omissions said to have been committed by Defendant, and more specifically plead the cause(s) of action alleged, so as to allow Defendant to properly prepare for trial.

AFFIRMATIVE DEFENSES

9. In addition to the foregoing or in the alternative, Defendant raises the following as affirmative defenses:

- a. Plaintiff’s actions or omissions proximately caused, in whole or in part, the conditions about which Plaintiff complains herein and/or the damages resulting therefrom;
- b. Defendant asserts that the injuries and damages sustained by Plaintiff, if any, as a result of the occurrence(s) made the basis of the above-entitled and numbered

cause, were not proximately caused by any acts or omissions on the part of Defendant, but were the result of a new, intervening and superseding causes;

c. Defendant asserts the affirmative defense of contributory negligence, comparative fault, or both. The sole proximate cause of a proximate cause of the occurrence or injury made the basis of this lawsuit was the failure of Plaintiff to exercise ordinary care under the circumstances; and

e. Plaintiff failed to exhaust all alternative remedies required by the Lease Agreement and further failed to satisfy the necessary and required conditions precedent to the bringing of this cause of action.

DISCOVERY CONTROL PLAN

10. Plaintiff has sought monetary relief of \$250,000 or less and non-monetary relief. Therefore, this suit is subject to a Level 1 Discovery Control Plan.

RULE 193.7 NOTICE

11. Pursuant to the Texas Rule of Civil Procedure 193.7, Defendant gives notice to the Plaintiff that any and all documents and things produced by the Plaintiff may be used at any pretrial proceeding and/or the trial of this case without the necessity of authenticating said documents and things.

12. Therefore, Defendant requests that Plaintiff take nothing from Defendant, that Defendant recovers its court costs from Plaintiff, and that Defendant be granted such other relief to which it may be entitled.

Respectfully submitted,

MATTHEWS, SHIELS, KNOTT,
EDEN, DAVIS & BEANLAND, L.L.P.

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing document has been served upon the pro se Plaintiff via regular mail and email on this the 5th day of September, 2025 as follows:

Michael Stuart
1800 Main Street, Apt. 1554
Dallas, TX 75201

Via E-service and email: michaelalanstuart@hotmail.com

/s/ Robert L. Eden
Robert L. Eden