

IN THE 101ST JUDICIAL DISTRICT COURT

DALLAS COUNTY, TEXAS

CAUSE NO. DC-25-10952

MICHAEL A. STUART,	§
PLAINTIFF,	§
	§
V.	§
	§
BROOKFIELD PROPERTIES,	§
DEFENDANT.	§

PLAINTIFF'S MOTION TO COMPEL DEFENDANT BROOKFIELD PROPERTIES TO PRODUCE DISCOVERY AND VERIFY INTERROGATORY RESPONSES

TO THE HONORABLE JUDGE STACI WILLIAMS:

COMES NOW Plaintiff Michael A. Stuart, pro se, and, pursuant to Texas Rules of Civil Procedure 193.1, 193.5, 197.2(e), and 215, respectfully moves the Court to compel Defendant Brookfield Properties to provide complete discovery responses and verified interrogatory answers.

I. BACKGROUND

1. On September 24, 2025, Plaintiff served his *First Requests for Production and First Interrogatories* on Defendant Brookfield Properties.

2. On October 25, 2025, Defendant served responses consisting largely of boiler-plate objections and incomplete answers, without verification as required by Rule 197.2(e). Only routine lease documents were produced.
 3. On October 26, 2025, Plaintiff emailed Defendant's counsel identifying the missing materials and requested supplementation by October 29.
 4. On October 27, 2025, Defendant's counsel, Marlene Thomson, responded that Brookfield "stands by the answers given" and offered no supplement or additional production. (*See Exhibit D.*)
 5. As of the date of this filing, Defendant has not produced the requested audit logs, internal emails, identities of the employees who edited the ledger, or any policy documents governing ledger changes.
 6. These items are central to Plaintiff's pending *Motions to Quash Retroactive Debt* (Dec 1 hearing) and *Summary Judgment* (Dec 11 submission). Without them, Brookfield's claimed "account audit" cannot be tested.
 7. Brookfield's representation that its billing system contains no audit trail or user logs identifying who altered Plaintiff's ledger is implausible and suggests possible spoliation of evidence.
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II. ARGUMENT AND AUTHORITIES

1. **Rule 193.1** requires complete responses and production of all responsive documents within a party's possession, custody, or control.
2. **Rule 197.2(e)** requires that interrogatory answers be signed and verified by a representative with personal knowledge.
3. **Rule 193.2(e)** states that boiler-plate objections are waived.
4. **Rule 215.1(b)** authorizes an order compelling discovery and awarding expenses when a party fails to answer or produce.

5. Because Brookfield controls the billing platform and audit trail, its refusal prevents Plaintiff from proving who altered the ledger that created the false \$2,475.45 balance.

A. Spoliation and Adverse-Inference Request

Defendant's claim that it has no audit logs or user-identifying records is implausible and inconsistent with standard business practice. Under *Brookshire Brothers, Ltd. v. Aldridge*, 438 S.W.3d 9 (Tex. 2014), failure to preserve or produce evidence within a party's control supports an adverse-inference instruction or sanctions under Rule 215. Plaintiff requests that the Court note this issue for future consideration if Defendant continues to withhold or deny the existence of such records.

B. Obstruction Also Constitutes a TRO Violation

Defendant's refusal to produce the audit logs and internal communications also obstructs the Court's ability to determine whether Defendant has complied with the Temporary Restraining Order entered in this case. Those materials would show who created the post-TRO ledger entries and late-fee charges. Their continued withholding therefore constitutes both a discovery abuse under Rule 215 and a potential violation of the Court's injunction.

III. CERTIFICATE OF CONFERENCE

Plaintiff certifies that on **October 26, 2025**, he emailed Defendant's counsel regarding the discovery deficiencies, and on **October 27, 2025**, counsel responded that Defendant "stands by the answers given" and would not supplement. No resolution was reached, necessitating this motion.

IV. NOTICE OF SUBMISSION

Plaintiff requests that this motion be placed on the Court's **Discovery Dispute Docket for submission on Friday, October 31, 2025**, or at the Court's earliest available date. Plaintiff does not request oral argument unless the Court deems it helpful.

V. RESERVATION OF RIGHTS

Plaintiff notes that Defendant has failed to provide complete responses to several other interrogatories and requests for production. To streamline the Court's consideration, this motion is limited to the discovery most critical to the pending dispositive motions. Plaintiff expressly reserves the right to seek additional relief or sanctions under Rule 215 after resolution of this motion.

VI. PRAYER

WHEREFORE, Plaintiff **Michael A. Stuart** respectfully requests that the Court:

1. Order Brookfield Properties to serve verified interrogatory answers and produce all outstanding responsive documents within seven (7) days of the Order;
2. Overrule Brookfield's boiler-plate objections; and
3. Grant such further relief, including costs or sanctions under Rule 215, as the Court deems just.

Respectfully submitted,

/s/ Michael A. Stuart

Michael A. Stuart (Pro Se)

1800 Main Street, Apt 1554

Dallas, TX 75201

(361) 446-5392

michaelalanstuart@hotmail.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this Motion was served via the e-filing system and by email to **Marlene Thomson**, attorney for Defendant Brookfield Properties, on **October 29, 2025**.

/s/ Michael A. Stuart

Plaintiff's Motion to Compel Production and Verified Interrogatory Responses Cause No. DC-25-10952 — 101st Judicial District Court, Dallas County, Texas

Exhibit	Description	Relevance / Reference in Motion
A	Defendant Brookfield Properties – <i>Responses to Plaintiff's First Request for Production</i> (served Oct 25, 2025)	Shows boiler-plate objections and failure to produce audit logs, internal e-mails, and ledger metadata (Motion § I ¶ 3).
B	Defendant Brookfield Properties – <i>Responses to Plaintiff's First Set of Interrogatories</i> (served Oct 25, 2025)	Demonstrates unverified, incomplete answers and refusal to identify employees responsible for July 24 2025 ledger edits (Motion § I ¶ 3 (c)).
C	<i>Plaintiff's First Requests for Production and First Interrogatories</i> (served Oct 25, 2025)	Establishes the specific discovery requests at issue and the scope of missing materials (Motion § I ¶ 1).
D	<i>Email Correspondence and Certificate of Conference</i> (Oct 27, 2025) between Plaintiff and Brookfield representative Vasti De La Garza	Confirms good-faith effort to resolve discovery dispute prior to filing, supporting Certificate of Conference (Motion § III).

Exhibit A	Defendant Brookfield Properties – <i>Responses to Plaintiff's First Request for Production</i> (served Oct 25, 2025)
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MICHAEL A. STUART,
Plaintiff

v.

BROOKFIELD PROPERTIES, et al
Defendant.

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IN THE DISTRICT COURT

101ST DISTRICT COURT

DALLAS COUNTY, TEXAS

**DEFENDANT'S OBJECTIONS AND RESPONSES TO PLAINTIFF'S
REQUESTS FOR PRODUCTION**

To: Plaintiff Michael A. Stuart, pro se.

COMES NOW, Brookfield Properties Multifamily, LLC, "Defendant" in the above styled and numbered cause, making the following Objections and Responses to Plaintiff's Requests for Production pursuant to Rules 192, 193 and 196 of the TEX. R. OF CIV. P.

Respectfully submitted,

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

By: /s/ Robert L. Eden
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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 e-service on this the 24th day of October, 2025 as follows:

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

Via E-service: michaelalanstuart@hotmail.com

/s/ Marlene D. Thomson

Marlene D. Thomson

OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION

Request for Production No. 1: Custodian Affidavit. Produce sworn custodian affidavits (TRE 902(10)) authenticating: (a) Plaintiff's resident ledger; (b) BILT transaction detail log; (c) Conservice billing; (d) audit/change logs.

Objection: Defendant objects to the foregoing Request for the reason it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Request for Production No. 2: Produce native ledger exports (CSV/XLSK) for Plaintiff's account from Jan 2019-present, including timestamps, user IDs, reversal references.

Objection and Response: Defendant objects to the foregoing Request to the extent it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Defendant further objects to the foregoing Request to the extent it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing, Defendant will supplement, if any.

Request for Production No. 3: Audit/Change Logs. Produce audit/change logs from Dec 1, 2024–present for Plaintiff's account in all systems (Yardi/RealPage, BILT, Conservice), showing before/after values, user ID, and time/date.

Objection and Response: Defendant objects to the foregoing Request to the extent it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for

production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Defendant further objects to the foregoing Request to the extent it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing, Defendant will supplement, if any.

Request for Production No. 4: Monthly Snapshots Jan–May 2025. Produce ledgers as they appeared at month-end Jan–May 2025, prior to July 24 adjustments.

Objection and Response: Defendant objects to the Request for the reason it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Subject to the foregoing, none.

Request for Production No. 5: July 24 Change Records. Produce all system logs of adjustments made July 24, 2025, including metadata (before/after values, user, timestamp).

Objection and Response: Defendant objects to the Request for the reason it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Subject to the foregoing, none.

Request for Production No. 6: BILT Audit Trail. Produce the BILT audit trail logs Jan–July 2025, including original autopay payments, reversals, date/time, user IDs, and reason codes.

Objection and Response: Defendant objects to the Request for the reason it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Subject to the foregoing, none.

Request for Production No. 7: Autopay Records. Produce all autopay confirmations, rejections, and bank records Jan–July 2025.

Objection: Defendant objects to the foregoing Request for the reason it seeks information readily available to the requesting party. If that party can get the desired documents without resort to discovery (i.e., by other means), then good cause does not exist with respect to the request. Tex. R. Civ. P. 192.4(a); see *State v. Lowry*, 802 S.W.2d 669, 673 (Tex. 1991); *Texhoma Stores, Inc. v. Am. C. Ins. Co.*, 424 S.W.2d 466, 472 (Tex. Civ. App. – Dallas 1965, writ ref'd n.r.e.).

Request for Production No. 8: Credit Documentation. Produce all documents (emails, tickets, approvals) concerning the creation, application, and removal of the \$1,312 credit.

Objection and Response: Defendant objects to the foregoing Request as it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objection, see documents previously produced. Additionally, Defendant will supplement as required by the Texas Rules of Civil Procedure.

Request for Production No. 9: Prior-Years Reports. Produce all adjustment/reversal/exception reports for Plaintiff's account 2019–2024.

Objection and Response: Defendant objects to the foregoing Request as it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objection, see documents previously produced. Additionally, Defendant will supplement as required by the Texas Rules of Civil Procedure.

Request for Production No. 10: Agency Communications. Produce all communications between Defendants and the Dallas County Housing Authority or the U.S. Department of Veterans Affairs (including caseworker Klover Johnson) concerning Plaintiff's account balances, alleged arrears, or the July 2025 "audit." This request includes, but is not limited to: emails, text messages, instant messages, chat logs, call notes, and internal memos.

Objection and Response: Defendant objects to this Request for Production to the extent it invades the exemptions provided by Rule 192.5 of the Texas Rules of Civil Procedure. The attorney work product privilege applies to materials prepared and communications made in anticipation of litigation or for trial that contain the attorney's mental impressions, opinions, conclusions, or legal theories. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(1); *In re Ford Motor Co.*, 988 S.W.2d 714, 719 (Tex. 1998); *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 202 (Tex. 1993). Materials prepared or communications made in anticipation of litigation or for trial by a party's representatives including consultants, employees, insurers, or agents are discoverable only upon a showing by the party requesting discovery of substantial need of the materials in the preparation of its case as well as a showing of undue hardship in obtaining the substantial equivalent of the materials by other means. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(2); see also *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 203 (Tex. 1993); *Stringer v. Eleventh Ct. of App.*, 720 S.W.2d 801, 802 (Tex. 1986) (information obtained by a party after there was good cause to believe suit would be filed or after suit had been filed is privileged).

Subject to the foregoing objection, see documents previously produced. Additionally, Defendant will supplement as required by the Texas Rules of Civil Procedure.

Request for Production No. 11: Produce all logs, notices, and bank return codes for EFT/ACH attempts on Plaintiff's bank account (2020–2025).

Objection: Defendant objects to the foregoing Request for the reason it seeks information readily available to the requesting party. If that party can get the desired documents without resort to discovery (i.e., by other means), then good cause does not exist with respect to the request. Tex. R. Civ. P. 192.4(a); see *State v. Lowry*, 802 S.W.2d 669, 673 (Tex. 1991); *Texhoma*

Stores, Inc. v. Am. C. Ins. Co., 424 S.W.2d 466, 472 (Tex. Civ. App. – Dallas 1965, writ ref'd n.r.e.).

Request for Production No. 12: Fee Policies. Produce all policies/manuals from 2019–present on late fees, NSF fees, rent surcharges, and whether such fees may be applied after lease closure.

Objection and Response: Defendant objects to the Request for the reason it exceeds the requirements of the Texas Rules of Civil Procedure, including the limitations in Rule 192.3(b) by requiring a party to create documents which do not exist, solely to comply with a request for production. *In re Guzman*, 19 S.W.3d 522, 525 (Tex. App.--Corpus Christi 2000, orig. proceeding); *Smith v. O'Neal*, 850 S.W.2d 797, 799 (Tex. App.--Houston [14th Dist.] 1993, no writ); see also *In re Colonial Pipeline Co.*, 968 S.W.2d at 942 (quoting *McKinney v. Nat'l Union Fire Ins. Co.*, 772 S.W.2d 72, 73 n.2 (Tex. 1989) (op. on reh'g)) ("[T]his rule cannot be used to force a party to make lists or reduce information to tangible form.").

Subject to the foregoing, see documents previously produced. Additionally, Defendant will supplement as required by the Texas Rules of Civil Procedure.

Request for Production No. 13: Contracts with BILT. Produce agreements/contracts between Brookfield and BILT regarding billing and payment processing at Element/Mercantile Place.

Objection and Response: Defendant objects to the foregoing Request to the extent it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing, see documents produced as BPM 173-182 which are attached to Defendant's Supplemental Disclosures.

Exhibit B	Defendant Brookfield Properties – <i>Responses to Plaintiff’s First Set of Interrogatories</i> (served Oct 25, 2025)
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MICHAEL A. STUART,
Plaintiff

v.

BROOKFIELD PROPERTIES, et al
Defendant.

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IN THE DISTRICT COURT

101ST DISTRICT COURT

DALLAS COUNTY, TEXAS

**DEFENDANT'S OBJECTIONS AND ANSWERS TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

To: Plaintiff Michael A. Stuart, pro se.

COMES NOW, Brookfield Properties Multifamily, LLC, "Defendant" in the above styled and numbered cause, making the following Objections and Answers to Plaintiff's First Set of Interrogatories pursuant to Rules 192, 193 and 197 of the TEX. R. OF CIV. P.

Respectfully submitted,

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

By: /s/ Robert L. Eden
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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 e-service on this the 24th day of October, 2025 as follows:

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

Via E-service: michaelalanstuart@hotmail.com

/s/ Marlene D. Thomson

Marlene D. Thomson

OBJECTIONS AND ANSWERS TO INTERROGATORIES

Interrogatory No. 1: Identify every software/platform used to create, store, or display Plaintiff's charges/payments (e.g., Yardi/RealPage, BILT, Conservice). For each stem, identify the custodian of records.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason that it is not limited in time and is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objection, Defendant has used several different platforms over the years. It currently uses Yardi, BILT and Conservice. Yardi is the management software and includes tenant ledgers. BILT is a third-party application which allows residents to make electronic payments on their accounts. Conservice is a third-party application which provides billing services for the landlord. Vasti De La Garza is a custodian of records.

Interrogatory No. 2: State the status and application of Plaintiff's \$1,396 advance payment made May 2020, including how it was credited and carried forward.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason it is vague and ambiguous and fails to accurately reflect Plaintiff's payment information. *Loftin v. Martin*, 776 S.W.2d 145, 148 (Tex. 1989); *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995).

Subject to the foregoing objection, Plaintiff did not make an "advance payment" in May of 2020. Plaintiff paid a \$1,396.00 security deposit pursuant to his lease agreement for Unit Number E-0953. That deposit was refunded to Plaintiff on June 21, 2023 after Plaintiff vacated Unit E-0953.

Interrogatory No. 3: Identify who decided or executed removal of the \$1,312 credit in July 2025, and state the written policy or regulation authorizing (a) retroactive removal of credits months after posting, and (b) back-dating charges across a closed lease term.

Answer:

Defendant maintains 3 different ledgers for each tenant receiving Section 8 housing vouchers. The first ledger (the "security deposit" ledger) shows only the security deposit, charges

against the security deposit and refund of any remaining security deposit. The second ledger (the “HAP Ledger”) reflects only that portion of the rent to be paid by the Housing Assistant Provider (“HAP”) and the HAP payments made. The final ledger (the “Non-HAP” ledger) reflects those charges owed by the tenant along with any payments made for those charges.

In November of 2024, The Element changed from using OneSite as a property management software to using Yardi. After the transition was completed, Defendant became concerned that several ledgers did not accurately reflect the expenses and credits on some tenants’ accounts. Therefore, by July of 2025, Defendant audited the accounts of several tenants, including Plaintiff. As a result of the audit, Defendant found that a \$1,312 payment from November of 2024 which should have been credited on the HAP ledger was, instead, credited on the non-HAP ledger. Because of this error, the HAP ledger showed a deficit of \$1,312 and the non-HAP ledger showed a credit of \$1,312.

It is the understanding of Defendant that Plaintiff had made arrangements with his bank so that the balance shown on his Non-HAP ledger was paid in full each month. Because the Non-HAP ledger contained an erroneous \$1,312 credit, the bank did not make any payments for several months. Consequently, once the \$1,312 credit was moved from the non-HAP ledger to the HAP ledger, Plaintiff had a significant balance due on his non-HAP ledger.

Interrogatory No. 4: For January 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and
- (e) the balance as it appeared at month’s end.

Answer:

- (a) \$333.00
- (b) parking and other fees were charged
- (c) \$0
- (d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.
- (e) the balance due at the end of January 2025 was \$523.77.

Interrogatory No. 5: For February 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of February 2025 was \$1018.61.

Interrogatory No. 6: For March 2025, state separately:

(a) the amount of rent charged;

(b) whether parking or other non-rent fees were charged;

(c) the amount withdrawn through autopay;

(d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of March 2025 was \$1,553.62.

Interrogatory No. 7: For April 2025, state separately:

(a) the amount of rent charged;

(b) whether parking or other non-rent fees were charged;

(c) the amount withdrawn through autopay;

(d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of April 2025 was \$2,065.09.

Interrogatory No. 8: For May 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and
- (e) the balance as it appeared at month's end.

Answer:

- (a) \$333.00
- (b) parking and other fees were charged
- (c) \$478.16 was credited to tenant's account for this period.
- (d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.
- (e) the balance due at the end of May 2025 was \$2,181.22.

Interrogatory No. 9: Explain each entry made July 24, 2025, including:

- (a) amount and description;
- (b) whether it was back-dated;
- (c) who authorized it;
- (d) what policy permitted it; and,
- (e) the effect on balances for January – May 2025.

Answer:

No entries were made on July 24, 2025.

Interrogatory No. 10: BILT Reversals. Explain whether Plaintiff's January – April Autopay payments (\$328) and May autopay (\$238) were reversed, reclassified, or zeroed out in BILT. Identify the date, user ID, and reason code in the audit log.

Answer:

Defendant did not receive any payments from Plaintiff from January 2025 through April 2025. On May 1 and on May 2, Defendant received payments of \$239.08 (\$478.16 total). Neither payment was reversed, reclassified, or zeroed out in BILT.

Interrogatory No. 11: Identify any written policy or law that permits Defendants to backdate charges or remove credits across closed lease terms.

Objection and Answer: Defendant objects to this Request for Production for the reason it invades the exemptions provided by Rule 192.5 of the Texas Rules of Civil Procedure. The attorney work product privilege applies to materials prepared and communications made in anticipation of litigation or for trial that contain the attorney's mental impressions, opinions, conclusions, or legal theories. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(1); *In re Ford Motor Co.*, 988 S.W.2d 714, 719 (Tex. 1998); *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 202 (Tex. 1993). Materials prepared or communications made in anticipation of litigation or for trial by a party's representatives including consultants, employees, insurers, or agents are discoverable only upon a showing by the party requesting discovery of substantial need of the materials in the preparation of its case as well as a showing of undue hardship in obtaining the substantial equivalent of the materials by other means. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(2); *see also Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 203 (Tex. 1993); *Stringer v. Eleventh Ct. of App.*, 720 S.W.2d 801, 802 (Tex. 1986) (information obtained by a party after there was good cause to believe suit would be filed or after suit had been filed is privileged).

Defendant further objects to the foregoing Request to the extent it seeks information readily available to the requesting party. If that party can get the desired documents without resort to discovery (i.e., by other means), then good cause does not exist with respect to the request. Tex. R. Civ. P. 192.4(a); *see State v. Lowry*, 802 S.W.2d 669, 673 (Tex. 1991); *Texhoma Stores, Inc. v. Am. C. Ins. Co.*, 424 S.W.2d 466, 472 (Tex. Civ. App. – Dallas 1965, writ ref'd n.r.e.).

Subject to the foregoing objections, account information can always be corrected.

Interrogatory No. 12: Unauthorized Withdrawals. Reconcile Defendants' sworn claim that they cannot unilaterally withdraw tenant funds with evidence of ACH attempts against Plaintiff's bank account (2020 – 2025, including June 2025). Identify system, user, and reason for each.

Objection and Answer: Defendant objects to the foregoing Request to the extent it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); *see In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objections, when a tenant sets up auto-pay with his bank checking account, he can choose to either send a fixed amount or pay the full balance which is due for each billing cycle. The tenant's authorization includes the bank account number, routing number, and the payment rule.

The BILT Third-party payment portal allows tenants to set rules by which the BILT system then will initiate an ACH debit request to the tenant's bank. When a bill becomes due for which the tenant has set up auto-pay in the BILT system, BILT automatically initiates an ACH debit request which tells the tenant's bank the amount to send. **If the rule authorized by the tenant** is that the entire balance owed is to be paid, the ACH debit request tells the bank to send the balance due.

Once the ACH debit request is received, the tenant's bank checks that the funds are available and, if they are, transfers the exact amount of the ACH debit request. If the funds are not available, the tenant's bank may either decline the ACH debit request or overdraft the funds, depending upon the tenant's agreement with his bank. The entire transaction is automatic.

Interrogatory No. 13: Retaliation Evidence. Identify all internal records, communications, or documentation that supports the decision to create a \$2,475.45 balance on July 24, 2025. State whether Plaintiff's TRO filing was discussed in any internal communication prior to or on July 24, 2025, and identify the persons involved.

Objection: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects to this Request for Production as it invades the exemptions provided by Rule 192.5 of the Texas Rules of Civil Procedure. The attorney work product privilege applies to materials prepared and communications made in anticipation of litigation or for trial that contain the attorney's mental impressions, opinions, conclusions, or legal theories. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(1); *In re Ford Motor Co.*, 988 S.W.2d 714, 719 (Tex. 1998); *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 202 (Tex. 1993). Materials prepared or communications made in anticipation of litigation or for trial by a party's representatives including consultants, employees, insurers, or agents are discoverable only upon a showing by the party requesting discovery of substantial need of the materials in the preparation of its case as well as a showing of undue hardship in obtaining the substantial equivalent of the materials by other means. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(2); see also *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 203 (Tex. 1993); *Stringer v. Eleventh Ct. of App.*, 720 S.W.2d 801, 802 (Tex. 1986) (information obtained by a party after there was good cause to believe suit would be filed or after suit had been filed is privileged).

Interrogatory No. 14: Identify all tenant complaints, disputes, or lawsuits since 2020 at the Element/Mercantile Place involving ledger discrepancies, false balances, or overcharges. For

each, provide:

- (a) tenant initials only (to preserve privacy);
- (b) the nature of the complaint; and
- (c) the resolution or outcome.

Objection: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects for the reason that it violates TEX. R. CIV. P. 190.2 (b)(3).

Interrogatory No. 15: Damages Accounting. State all amounts Defendants contend Plaintiff currently owes, by month and category, with all offsets/credits considered.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects for the reason that it violates TEX. R. CIV. P. 190.2 (b)(3).

Subject to the foregoing objections, see ledger previously produced.

VERIFICATION

My name is Vasti De La Garza. I am an Assistant General Manager for Property Operations for Brookfield Properties Multifamily, LLC with responsibilities over the property in which Plaintiff resides. I have read the foregoing Answers to Interrogatories and such are true and correct based upon the composite knowledge of the Defendant and information available to Defendant at the time of this response. The information supplied in these Answers is not based solely on my knowledge, but includes knowledge of the party, its agents, representatives, and attorneys, unless privileged. The word usage and sentence structure may be that of the attorney assisting in the preparation of the Answers and thus, does not necessarily purport to be my precise language. Legal objections to interrogatories are prepared by Defendant's attorney.

My date of birth is February 10, 1993, and my address is 1800 Main Street, Dallas, Texas 75201, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of October, 2025.

Vasti De La Garza

Vasti De La Garza (04124, 20251237-25, 01)

VASTI DE LA GARZA

Rog - Res

Final Audit Report

2025-10-24

Created:	2025-10-24
By:	Daniel Knott (mthomson@mssattorneys.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7PnK5Uwr37iNjISXF5Q9QF9N_oqVEtpY

"Rog - Res" History

-  Document created by Daniel Knott (mthomson@mssattorneys.com)
2025-10-24 - 6:20:12 PM GMT- IP address: 96.43.1.250
-  Document emailed to vasti.delagarza@brookfieldproperties.com for signature
2025-10-24 - 6:20:47 PM GMT
-  Email viewed by vasti.delagarza@brookfieldproperties.com
2025-10-24 - 6:28:58 PM GMT- IP address: 165.225.216.147
-  Signer vasti.delagarza@brookfieldproperties.com entered name at signing as Vasti De La Garza
2025-10-24 - 6:32:33 PM GMT- IP address: 165.225.216.147
-  Document e-signed by Vasti De La Garza (vasti.delagarza@brookfieldproperties.com)
Signature Date: 2025-10-24 - 6:32:35 PM GMT - Time Source: server- IP address: 165.225.216.147
-  Agreement completed.
2025-10-24 - 6:32:35 PM GMT



Exhibit C	Plaintiff's <i>First Requests for Production</i> and <i>First Interrogatories</i> (served Oct 25, 2025)
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MICHAEL A. STUART,
Plaintiff

v.

BROOKFIELD PROPERTIES, et al
Defendant.

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§
§

IN THE DISTRICT COURT

101ST DISTRICT COURT

DALLAS COUNTY, TEXAS

**DEFENDANT'S OBJECTIONS AND ANSWERS TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

To: Plaintiff Michael A. Stuart, pro se.

COMES NOW, Brookfield Properties Multifamily, LLC, "Defendant" in the above styled and numbered cause, making the following Objections and Answers to Plaintiff's First Set of Interrogatories pursuant to Rules 192, 193 and 197 of the TEX. R. OF CIV. P.

Respectfully submitted,

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

By: /s/ Robert L. Eden
Robert L. Eden
State Bar No. 06384710
reden@mssattorneys.com
Marlene D. Thomson
State Bar No. 19963090
mthomson@mssattorneys.com

8131 LBJ Freeway, Suite 700
Dallas, Texas 75251
(972) 234-3400 Telephone
(972) 234-1750 Telecopier

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 e-service on this the 24th day of October, 2025 as follows:

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

Via E-service: michaelalanstuart@hotmail.com

/s/ Marlene D. Thomson

Marlene D. Thomson

OBJECTIONS AND ANSWERS TO INTERROGATORIES

Interrogatory No. 1: Identify every software/platform used to create, store, or display Plaintiff's charges/payments (e.g., Yardi/RealPage, BILT, Conservice). For each stem, identify the custodian of records.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason that it is not limited in time and is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objection, Defendant has used several different platforms over the years. It currently uses Yardi, BILT and Conservice. Yardi is the management software and includes tenant ledgers. BILT is a third-party application which allows residents to make electronic payments on their accounts. Conservice is a third-party application which provides billing services for the landlord. Vasti De La Garza is a custodian of records.

Interrogatory No. 2: State the status and application of Plaintiff's \$1,396 advance payment made May 2020, including how it was credited and carried forward.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason it is vague and ambiguous and fails to accurately reflect Plaintiff's payment information. *Loftin v. Martin*, 776 S.W.2d 145, 148 (Tex. 1989); *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995).

Subject to the foregoing objection, Plaintiff did not make an "advance payment" in May of 2020. Plaintiff paid a \$1,396.00 security deposit pursuant to his lease agreement for Unit Number E-0953. That deposit was refunded to Plaintiff on June 21, 2023 after Plaintiff vacated Unit E-0953.

Interrogatory No. 3: Identify who decided or executed removal of the \$1,312 credit in July 2025, and state the written policy or regulation authorizing (a) retroactive removal of credits months after posting, and (b) back-dating charges across a closed lease term.

Answer:

Defendant maintains 3 different ledgers for each tenant receiving Section 8 housing vouchers. The first ledger (the "security deposit" ledger) shows only the security deposit, charges

against the security deposit and refund of any remaining security deposit. The second ledger (the “HAP Ledger”) reflects only that portion of the rent to be paid by the Housing Assistant Provider (“HAP”) and the HAP payments made. The final ledger (the “Non-HAP” ledger) reflects those charges owed by the tenant along with any payments made for those charges.

In November of 2024, The Element changed from using OneSite as a property management software to using Yardi. After the transition was completed, Defendant became concerned that several ledgers did not accurately reflect the expenses and credits on some tenants’ accounts. Therefore, by July of 2025, Defendant audited the accounts of several tenants, including Plaintiff. As a result of the audit, Defendant found that a \$1,312 payment from November of 2024 which should have been credited on the HAP ledger was, instead, credited on the non-HAP ledger. Because of this error, the HAP ledger showed a deficit of \$1,312 and the non-HAP ledger showed a credit of \$1,312.

It is the understanding of Defendant that Plaintiff had made arrangements with his bank so that the balance shown on his Non-HAP ledger was paid in full each month. Because the Non-HAP ledger contained an erroneous \$1,312 credit, the bank did not make any payments for several months. Consequently, once the \$1,312 credit was moved from the non-HAP ledger to the HAP ledger, Plaintiff had a significant balance due on his non-HAP ledger.

Interrogatory No. 4: For January 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and
- (e) the balance as it appeared at month’s end.

Answer:

- (a) \$333.00
- (b) parking and other fees were charged
- (c) \$0
- (d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.
- (e) the balance due at the end of January 2025 was \$523.77.

Interrogatory No. 5: For February 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of February 2025 was \$1018.61.

Interrogatory No. 6: For March 2025, state separately:

(a) the amount of rent charged;

(b) whether parking or other non-rent fees were charged;

(c) the amount withdrawn through autopay;

(d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of March 2025 was \$1,553.62.

Interrogatory No. 7: For April 2025, state separately:

(a) the amount of rent charged;

(b) whether parking or other non-rent fees were charged;

(c) the amount withdrawn through autopay;

(d) how the \$1,312 credit was applied; and

(e) the balance as it appeared at month's end.

Answer:

(a) \$333.00

(b) parking and other fees were charged

(c) \$0

(d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.

(e) the balance due at the end of April 2025 was \$2,065.09.

Interrogatory No. 8: For May 2025, state separately:

- (a) the amount of rent charged;
- (b) whether parking or other non-rent fees were charged;
- (c) the amount withdrawn through autopay;
- (d) how the \$1,312 credit was applied; and
- (e) the balance as it appeared at month's end.

Answer:

- (a) \$333.00
- (b) parking and other fees were charged
- (c) \$478.16 was credited to tenant's account for this period.
- (d) As stated on multiple occasions, a \$1312 HAP payment was inadvertently credited to Plaintiff rather than the Housing Provider. After the ledgers were corrected, the \$1312 payment was correctly applied to the balance due from the Housing Provider.
- (e) the balance due at the end of May 2025 was \$2,181.22.

Interrogatory No. 9: Explain each entry made July 24, 2025, including:

- (a) amount and description;
- (b) whether it was back-dated;
- (c) who authorized it;
- (d) what policy permitted it; and,
- (e) the effect on balances for January – May 2025.

Answer:

No entries were made on July 24, 2025.

Interrogatory No. 10: BILT Reversals. Explain whether Plaintiff's January – April Autopay payments (\$328) and May autopay (\$238) were reversed, reclassified, or zeroed out in BILT. Identify the date, user ID, and reason code in the audit log.

Answer:

Defendant did not receive any payments from Plaintiff from January 2025 through April 2025. On May 1 and on May 2, Defendant received payments of \$239.08 (\$478.16 total). Neither payment was reversed, reclassified, or zeroed out in BILT.

Interrogatory No. 11: Identify any written policy or law that permits Defendants to backdate charges or remove credits across closed lease terms.

Objection and Answer: Defendant objects to this Request for Production for the reason it invades the exemptions provided by Rule 192.5 of the Texas Rules of Civil Procedure. The attorney work product privilege applies to materials prepared and communications made in anticipation of litigation or for trial that contain the attorney's mental impressions, opinions, conclusions, or legal theories. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(1); *In re Ford Motor Co.*, 988 S.W.2d 714, 719 (Tex. 1998); *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 202 (Tex. 1993). Materials prepared or communications made in anticipation of litigation or for trial by a party's representatives including consultants, employees, insurers, or agents are discoverable only upon a showing by the party requesting discovery of substantial need of the materials in the preparation of its case as well as a showing of undue hardship in obtaining the substantial equivalent of the materials by other means. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(2); *see also Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 203 (Tex. 1993); *Stringer v. Eleventh Ct. of App.*, 720 S.W.2d 801, 802 (Tex. 1986) (information obtained by a party after there was good cause to believe suit would be filed or after suit had been filed is privileged).

Defendant further objects to the foregoing Request to the extent it seeks information readily available to the requesting party. If that party can get the desired documents without resort to discovery (i.e., by other means), then good cause does not exist with respect to the request. Tex. R. Civ. P. 192.4(a); *see State v. Lowry*, 802 S.W.2d 669, 673 (Tex. 1991); *Texhoma Stores, Inc. v. Am. C. Ins. Co.*, 424 S.W.2d 466, 472 (Tex. Civ. App. – Dallas 1965, writ ref'd n.r.e.).

Subject to the foregoing objections, account information can always be corrected.

Interrogatory No. 12: Unauthorized Withdrawals. Reconcile Defendants' sworn claim that they cannot unilaterally withdraw tenant funds with evidence of ACH attempts against Plaintiff's bank account (2020 – 2025, including June 2025). Identify system, user, and reason for each.

Objection and Answer: Defendant objects to the foregoing Request to the extent it is overbroad and seeks documents that are not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); *see In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Subject to the foregoing objections, when a tenant sets up auto-pay with his bank checking account, he can choose to either send a fixed amount or pay the full balance which is due for each billing cycle. The tenant's authorization includes the bank account number, routing number, and the payment rule.

The BILT Third-party payment portal allows tenants to set rules by which the BILT system then will initiate an ACH debit request to the tenant's bank. When a bill becomes due for which the tenant has set up auto-pay in the BILT system, BILT automatically initiates an ACH debit request which tells the tenant's bank the amount to send. **If the rule authorized by the tenant** is that the entire balance owed is to be paid, the ACH debit request tells the bank to send the balance due.

Once the ACH debit request is received, the tenant's bank checks that the funds are available and, if they are, transfers the exact amount of the ACH debit request. If the funds are not available, the tenant's bank may either decline the ACH debit request or overdraft the funds, depending upon the tenant's agreement with his bank. The entire transaction is automatic.

Interrogatory No. 13: Retaliation Evidence. Identify all internal records, communications, or documentation that supports the decision to create a \$2,475.45 balance on July 24, 2025. State whether Plaintiff's TRO filing was discussed in any internal communication prior to or on July 24, 2025, and identify the persons involved.

Objection: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects to this Request for Production as it invades the exemptions provided by Rule 192.5 of the Texas Rules of Civil Procedure. The attorney work product privilege applies to materials prepared and communications made in anticipation of litigation or for trial that contain the attorney's mental impressions, opinions, conclusions, or legal theories. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(1); *In re Ford Motor Co.*, 988 S.W.2d 714, 719 (Tex. 1998); *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 202 (Tex. 1993). Materials prepared or communications made in anticipation of litigation or for trial by a party's representatives including consultants, employees, insurers, or agents are discoverable only upon a showing by the party requesting discovery of substantial need of the materials in the preparation of its case as well as a showing of undue hardship in obtaining the substantial equivalent of the materials by other means. Tex. R. Civ. P. 192.5(a)(1), (a)(2), (b)(2); see also *Nat'l. Tank Co. v. Brotherton*, 851 S.W.2d 193, 203 (Tex. 1993); *Stringer v. Eleventh Ct. of App.*, 720 S.W.2d 801, 802 (Tex. 1986) (information obtained by a party after there was good cause to believe suit would be filed or after suit had been filed is privileged).

Interrogatory No. 14: Identify all tenant complaints, disputes, or lawsuits since 2020 at the Element/Mercantile Place involving ledger discrepancies, false balances, or overcharges. For

each, provide:

- (a) tenant initials only (to preserve privacy);
- (b) the nature of the complaint; and
- (c) the resolution or outcome.

Objection: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects for the reason that it violates TEX. R. CIV. P. 190.2 (b)(3).

Interrogatory No. 15: Damages Accounting. State all amounts Defendants contend Plaintiff currently owes, by month and category, with all offsets/credits considered.

Objection and Answer: Defendant objects to the foregoing Interrogatory for the reason it is overbroad and seeks information which is not relevant or material to the subject matter in the pending action. *In re Merck & Co.*, 150 S.W.3d 747, 749 (Tex. App. – San Antonio 2004, no pet.); see *In re Dana Corp.*, 138 S.W.3d 298, 302 (Tex. 2004). Discovery requests must be reasonably tailored to include only matters relevant to the case. *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tex. 2003); *In re Alford Chevrolet-Geo*, 997 S.W.2d 173, 180 (Tex. 1999); *In re Am. Optical Corp.*, 988 S.W.2d 711, 713 (Tex. 1998). Discovery may not be used as a fishing expedition or to impose unreasonable discovery expenses on the opposing party. *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181; *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995). Discovery may be limited when the burden or expense of the proposed discovery outweighs its likely benefit. Tex. R. Civ. P. 192.4(b); *In re Alford Chevrolet-Geo*, 997 S.W.2d at 181.

Defendant further objects for the reason that it violates TEX. R. CIV. P. 190.2 (b)(3).

Subject to the foregoing objections, see ledger previously produced.

VERIFICATION

My name is Vasti De La Garza. I am an Assistant General Manager for Property Operations for Brookfield Properties Multifamily, LLC with responsibilities over the property in which Plaintiff resides. I have read the foregoing Answers to Interrogatories and such are true and correct based upon the composite knowledge of the Defendant and information available to Defendant at the time of this response. The information supplied in these Answers is not based solely on my knowledge, but includes knowledge of the party, its agents, representatives, and attorneys, unless privileged. The word usage and sentence structure may be that of the attorney assisting in the preparation of the Answers and thus, does not necessarily purport to be my precise language. Legal objections to interrogatories are prepared by Defendant's attorney.

My date of birth is February 10, 1993, and my address is 1800 Main Street, Dallas, Texas 75201, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of October, 2025.

Vasti De La Garza

Vasti De La Garza (04124_20251020-25.01)

VASTI DE LA GARZA

Rog - Res

Final Audit Report

2025-10-24

Created:	2025-10-24
By:	Daniel Knott (mthomson@mssattorneys.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7PnK5Uwr37iNjISXF5Q9QF9N_oqVEtpY

"Rog - Res" History

-  Document created by Daniel Knott (mthomson@mssattorneys.com)
2025-10-24 - 6:20:12 PM GMT- IP address: 96.43.1.250
-  Document emailed to vasti.delagarza@brookfieldproperties.com for signature
2025-10-24 - 6:20:47 PM GMT
-  Email viewed by vasti.delagarza@brookfieldproperties.com
2025-10-24 - 6:28:58 PM GMT- IP address: 165.225.216.147
-  Signer vasti.delagarza@brookfieldproperties.com entered name at signing as Vasti De La Garza
2025-10-24 - 6:32:33 PM GMT- IP address: 165.225.216.147
-  Document e-signed by Vasti De La Garza (vasti.delagarza@brookfieldproperties.com)
Signature Date: 2025-10-24 - 6:32:35 PM GMT - Time Source: server- IP address: 165.225.216.147
-  Agreement completed.
2025-10-24 - 6:32:35 PM GMT

Exhibit

D

Email Correspondence and Certificate of Conference
(Oct 27, 2025) between Plaintiff and Brookfield
representative Vasti De La Garza

Michael Stuart

From: Marlene Thomson <mthomson@mssattorneys.com>
Sent: Monday, October 27, 2025 7:47 AM
To: Michael Stuart
Cc: Michael Stuart; Michael Stuart; Robert Eden
Subject: Re: Follow-Up on Discovery Responses – Stuart v. Brookfield Properties (Dallas County Cause No. DC-25-10952)

Mr. Stuart,

The Interrogatory responses were verified as required under the Rules. Please see page 10. As for the substance of the Interrogatory answers, we stand by the answers given.

Marlene D. Thomson

Matthews, Shiels, Knott, Eden, Davis & Beanland, L.L.P.
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(972)234-3400 telephone
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On Oct 26, 2025, at 5:16 AM, Michael Stuart <michaelalanstuart@hotmail.com> wrote:

Marlene Thomson

I am writing regarding Defendant Brookfield Properties' responses to my First Requests for Production and First Interrogatories, served in October 2025.

After reviewing the responses, several key items remain missing or unverified. To narrow our discussion, these include:

1. Audit logs and ledger metadata for my account (Dec 2024 – Jul 2025);
2. Internal emails or communications referencing “audit,” “correction,” or “ledger update”;
3. Names and job titles of employees who entered or authorized the July 24 2025 ledger changes;
4. Policies or internal instructions governing ledger edits or retroactive charges; and
5. Verification of interrogatory responses as required by Rule 197.2(e).

Please let me know by Wednesday, October 29, 2025 whether Brookfield intends to supplement or verify its discovery responses.

If I do not receive a response or supplement by that date, I will proceed with filing my Motion to Compel under Texas Rule of Civil Procedure 215 and note this correspondence as my good-faith attempt to resolve the dispute prior to court intervention.

Thank you for your time and attention.

Sincerely,

Michael A. Stuart (Pro Se)

1800 Main Street, Apt 1554

Dallas, TX 75201

(361) 446-5392

michaelalanstuart@hotmail.com