

PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT (DEFAULT)

Cause No. DC-25-10952

In the 101st Judicial District Court, Dallas County, Texas

Michael A. Stuart, Plaintiff

v.

Brookfield Properties, Defendant

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, Michael A. Stuart (“Plaintiff”), pro se, and respectfully moves for Summary Judgment by Default under Texas Rules of Civil Procedure 166a and 239, and in support shows the Court the following:

I. TENANT IN GOOD STANDING

1. Plaintiff has been a tenant at 1800 Main Street under the Section 8 Housing Assistance Program since 2020, maintaining six consecutive years of good standing.
 2. At each lease renewal, including the most recent renewal in June 2025, Plaintiff was confirmed as fully compliant. At that meeting, Brookfield’s Assistant Property Manager Vasti De La Garza personally stated, while reviewing the ledger, that Plaintiff’s account reflected a zero balance.
 3. Plaintiff has continuously paid rent on time, with the Dallas County Housing Authority funding its share and Plaintiff making all required tenant contributions. Plaintiff has further deposited \$1,000 into escrow with this Court to demonstrate good faith while this case proceeds.
-

II. REPEATED OVERCHARGES

4. Despite Plaintiff's good standing, Defendant has imposed repeated and unauthorized charges, including:
 - Backdated late fees and fabricated charges at renewal periods;
 - Parking fees charged after Plaintiff no longer owned a vehicle;
 - Annual unexplained charges in June, causing months of disruption.
 5. Brookfield has admitted to "billing errors," and BILT's internal transaction logs confirm unauthorized reversals and manipulations.
 6. Under Texas law, landlords may not demand sums beyond the lease or Housing Assistance Payment (HAP) contract. *McKenzie v. Carte*, 385 S.W.3d 193 (Tex. App.—San Antonio 2012). Federal law likewise prohibits landlords from charging more than the tenant's lawful portion. 24 C.F.R. § 982.451(b)(5).
-

III. FRAUDULENT RETALIATION IN 2025

7. In July 2025, Defendant escalated from errors to outright fraud:
 - They removed a \$1,312 credit originally posted in December 2024 and backdated charges to fabricate a false delinquency of \$2,475.
 - They circulated this doctored ledger to Plaintiff, Dallas County Housing Authority, and VA officials.
 - VA caseworker Klover Johnson confirmed that Assistant Property Manager Vasti De La Garza admitted the credit had been intentionally removed, and alluded that this was done as part of a Dallas County audit.
 - Yet within 30 minutes, Dallas County directly refuted any such involvement (see Exhibit A, June 25, 2025 email from case manager Kimmy Sudberry).

8. This sequence proves Defendants were not correcting an error but engaging in a deliberate manipulation of government officials to conceal their billing issues and shift blame.
 9. Instead of acknowledging the issue, Defendant attempted to cover up its admitted mistakes by falsifying ledgers, misleading Dallas County and VA housing officials, and retaliating against Plaintiff for raising objections.
 10. This conduct constitutes fraud (*Italian Cowboy Partners v. Prudential Ins. Co.*, 341 S.W.3d 323 (Tex. 2011)) and retaliation prohibited by Tex. Prop. Code § 92.331.
-

IV. EVASION OF ACCOUNTABILITY

11. Defendant has engaged in deliberate evasion of accountability in this case.
12. Plaintiff served Defendant by multiple means:
 - On July 25, 2025, Defendant Brookfield Properties received actual notice of this lawsuit by email, which I sent to Assistant Property Manager Vasti De La Garza, with courtesy copies to the Dallas County Housing Authority and the U.S. Department of Veterans Affairs representative.
 - On July 28, 2025, Plaintiff personally delivered the petition and TRO documents to Brookfield's site manager, Vasti De La Garza, at 1800 Main Street, Dallas, Texas, where she confirmed receipt.
 - In August 2025, Defendant evaded process servers attempting to perfect formal service, then by private process service, were served on August 19, 2025 (Exhibit E).
13. Under Tex. Prop. Code §§ 92.003 and 92.301, the property manager designated to tenants is the landlord's authorized agent for notices and disputes. For tenants, the leasing manager is the sole point of contact and the person responsible for enforcing or violating lease obligations. Accordingly, service on Ms. De La Garza — the very manager who confirmed Plaintiff's zero balance in June 2025 — is legally proper.

14. Once confronted with evidence of its fraudulent ledger, Defendant has refused to answer Dallas County Housing Authority, the U.S. Department of Veterans Affairs, Plaintiff as tenant, or even this Court during scheduled video hearings.
 15. Defendant is now hiding from accountability, hoping it can dodge legal consequences and later return to retaliate against Plaintiff — an innocent tenant in good standing — by attempting eviction, damaging credit, and undermining Plaintiff's housing assistance.
 16. Defendant's actual notice, deliberate silence, and evasion of service demonstrate that it has no defense and no intent to appear. Under Tex. R. Civ. P. 239 and 166a(c), Plaintiff is entitled to default summary judgment.
-

V. HARM AND NEED FOR RELIEF

17. Defendant's conduct reveals a pattern of retaliation against Plaintiff for exposing repeated unauthorized withdrawals and overcharges.
18. Defendant has threatened and intended to:
 - Evict Plaintiff wrongfully;
 - Destroy Plaintiff's perfect credit;
 - Damage Plaintiff's rental history;
 - Jeopardize Plaintiff's relationship with the Dallas County Housing Assistance Program.
19. These retaliatory threats are not based on Plaintiff's conduct but on Defendant's own admitted billing mistakes. Each year, its overcharges have forced Plaintiff to endure months of lost quiet enjoyment and repeated preparations for emergency moves.
20. In 2025, Defendant escalated to outright fraud with intent to harm, fabricating ledgers and deceiving government officials in an attempt to cover up its mistakes.
21. Unless enjoined, Defendant's actions will cause Plaintiff immediate and irreparable harm — the loss of housing, destruction of credit, and damage to his

status with federal housing programs — all while Plaintiff is a disabled veteran in recovery.

VI. STANDARD FOR SUMMARY JUDGMENT

22. Summary Judgment is proper when no genuine issue of material fact exists and the movant is entitled to judgment as a matter of law. Tex. R. Civ. P. 166a(c).

23. Plaintiff has produced uncontroverted evidence of:

- Six years of good standing, confirmed in June 2025;
- Defendant's removal of a \$1,312 credit and falsification of ledgers;
- A documented pattern of overcharges;
- Retaliatory and fraudulent conduct;
- Actual notice, service, and evasion;
- Defendant's refusal to answer Dallas County, VA, or this Court.

24. Since the Defendant has failed to answer these allegations since July 25 to the Tenant, Dallas County, and VA these facts are uncontroverted. Plaintiff is entitled to summary judgment by default.

VII. PRAYER

WHEREFORE, Plaintiff respectfully requests that this Court:

A. GRANT Plaintiff's Motion for Summary Judgment by Default;

B. DECLARE Defendant liable for fraud, retaliation, DTPA violations, and breach of lease and HAP obligations;

C. ENJOIN Defendant from further false charges, eviction notices, retaliation, or false reporting;

D. ORDER correction of Plaintiff's tenant ledger to reflect a zero balance as of June 2025 and remove parking fees;

E. AWARD Plaintiff restitution and damages, including:

- \$2,664 for loss of quiet enjoyment caused by repeated eviction threats (1 month per year for 2019–2024, plus 3 months in 2025);
- \$345 for alternative rental application fee incurred during the latest eviction threat;
- \$500 for costs of legal prosecution to date, including process server, citation, and certified copy fees;
- \$300 for parking fees charged despite Plaintiff not owning an automobile;
- Reasonable moving expenses, if relocation becomes necessary due to Defendant's retaliatory conduct; and
- An option for Plaintiff to terminate the lease without penalty if Defendant again engages in retaliatory or fraudulent conduct.

F. AWARD costs of court and such other relief as justice requires.

Respectfully submitted,

/s/ Michael A. Stuart

1800 Main Street, Apt 1554

Dallas, TX 75201

(361) 446-5392

michaelalanstuart@hotmail.com

LIST OF EXHIBITS

- **Exhibit A** – Dallas County Email (June 25, 2025 – refuting audit involvement)
- **Exhibit B** – VA Caseworker Confirmation (re: intentional removal of \$1,312 credit)
- **Exhibit C** – Tenant Ledger / Billing Statements (showing unexplained \$2,694.67 phantom balance in 2023; and fabricated \$2,475 delinquency in 2025 following removal of the December 2024 \$1,312 credit).
- **Exhibit D** – Brookfield Email Response (2024 billing-error response)
- **Exhibit E** – Proof of Service Attempts (July 25 email service, July 28 personal service, Aug. 8 Citation, Aug. 19 process server affidavit)
- **Exhibit F** – Lease Renewal (June 2025 – zero balance confirmation)

Exhibit A – Dallas County Email (June 25, 2025 – refuting audit involvement)

From: Kimmy Sudberry <Kimmy.Sudberry@dallascounty.org>
Sent: Thursday, July 24, 2025 3:43 PM
To: De La Garza, Vasti <vasti.delagarza@brookfieldproperties.com>; michaelalanstuart@hotmail.com
Cc: Klover.Johnson@va.gov; Christenson, Lauren F. <lauren.christenson@va.gov>
Subject: RE: [External Sender]The Element - Ledger Review

Good Afternoon All,

I'm a bit confused. According to the ledger, there haven't been any payments from the client in the past five months. Klover, were you able to meet with the client in person, and was this the outcome of that meeting? The client mentioned he was set up on automatic payments. Can someone please clarify what's going on and explain how the current balance came to be \$2,475.45?

Thanks,

Kimmy Sudberry

Kimmy.Sudberry@dallascounty.org

Dallas County Health and Human Services/Housing Division

Case Manager

2377 N. Stemmons Freeway Ste.700, LB-16

Dallas, TX. 75207

☎ (214) 819-2824

📠 (214) 819-2828

We value your feedback. Please take a moment to complete this short survey by clicking the link <https://forms.office.com/g/n1EC6VPvji>

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender by e-mail and destroy all copies/forms of this communication (electronic or paper). Please virus-check all attachments to prevent widespread contamination and corruption of files and operating systems.



Exhibit B –VA Caseworker Klover Johnson Confirmed Credit Removed from Ledger

On July 30, 2025, Veterans Administration housing caseworker Klover Johnson confirmed that Vasti De La Garza told her in a meeting regarding the new ledger produced by Vasti on July 24, 2025 that:

1. The credit had been intentionally removed;
2. Brookfield believed the credit was misapplied from a Dallas County Housing payment;
3. The ledger was updated without informing the tenant or requesting return of the credit.

Contact Information

klover.johnson@va.gov 469-558-5867

Exhibit C – Tenant Ledger / Billing Statements (showing unexplained \$2,694.67 phantom balance in 2023; and fabricated \$2,475 delinquency in 2025 following removal of the December 2024 \$1,312 credit).



THE ELEMENT

The Element
1800 Main St
Dallas, TX 75201-5202



>000974 5889532 0001 092770 10Z

MICHAEL A STUART
1800 MAIN ST APT 953
DALLAS, TX 75201-5246

RESIDENT ID	BLDG UNIT
143005920230151414C	Unit #0953
ACCOUNT NUMBER	STATEMENT DATE
1430059 - 92421	12/14/2022
AMOUNT DUE	DUE DATE
\$2,694.67	01/01/2023

Please make check payable to:
The Element
Write amount enclosed here
Check Number

The Element
1800 Main St
Dallas, TX 75201-5202



THE BALANCE SHOWS RENT OWED FOR DECEMBER 2024

Balance due

\$2,475.45

View Charges >

☒ AutoPay ☐ Off

Your rewards on rent this

Pest Control (01/2025)	
01/01/2025	Account Billing Service Fee \$3.00
Rent Administration Fee - 01/01/25-01/31/25	
01/01/2025	HVAC-Gas \$0.68
HVAC/GAS - 10/15/24-11/13/24	
12/01/2024	Rent \$333.00
Rent (12/2024)	

BUT HERE IS THE PAYMENT FROM MY BANK STATEMENT



Michael Stuart
1800 Main St, Apt 1554
Dallas, TX 75201

STATEMENT PERIOD
Nov. 28, 2024 to Dec. 27, 2024

ACCOUNT NUMBER
1510-6207-4369-86

12/03/2024	BILT PAYMENT-BILTRENT-c61a21b630db46d Debit	- \$449.12
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Exhibit D – Brookfield Email Response (2024 billing-error response)

Michael Stuart

From: De La Garza, Vasti <vasti.delagarza@brookfieldproperties.com>
Sent: Thursday, July 24, 2025 2:33 PM
To: michaelalanstuart@hotmail.com
Cc: Klover.Johnson@va.gov; kimmy.sudberry@dallascounty.org
Subject: The Element - Ledger Review
Attachments: E1554 Michael Stuart t0021717_ResLedger.PDF

Hello Michael,

I wanted to connect with you following a recent audit of accounts. During our review, we identified and applied some necessary updates to ensure your account remains accurate and current.

Based on the HAP documentation provided by your caseworker, we've successfully aligned your ledger with the information from Housing and your portion of the rent. As a result of these corrections, a balance now appears on your account.

I understand this may come as a surprise, and I want to assure you that I'm here to support you. I'd be happy to work with you to find a reasonable solution that fits your situation. Once we identify a plan, I can present it to my leadership team to explore available options.

Please feel free to let me know how you'd like to move forward. I'm here to help, and we'll navigate this together.

Best regards,

Vasti De La Garza
Assistant Property Manager | Property Operations
The Merc

 vasti.delagarza@brookfieldproperties.com
1800 Main Street Suite 250, Dallas, Texas, 75201

Brookfield
Properties

Exhibit E

PROOF OF SERVICE ON BROOKFIELD PROPERTIES

Timeline of Service:

- **July 25, 2025** – Defendant Brookfield Properties received actual notice by email from Plaintiff, with courtesy copies to Dallas County Housing Authority and U.S. Department of Veterans Affairs (see Affidavit of Michael Stuart, Exhibit E-1).
- **July 28, 2025** – Plaintiff personally delivered the same pleadings to Brookfield Properties' Assistant Property Manager, Vasti De La Garza, at 1800 Main Street, Dallas (Exhibit E-1).
- **August 8, 2025** – Citation issued by the District Clerk to Brookfield Properties (Exhibit E-2).
- **August 19, 2025** – Process server filed affidavit confirming actual service (Exhibit E-3).

Sub-Exhibits:

- **Exhibit E-1** – Plaintiff's Affidavit of Service (July 25 email + July 28 hand delivery, with email copy attached)
- **Exhibit E-2** – Citation issued to Brookfield Properties
- **Exhibit E-3** – Process Server's Affidavit (Aug. 19, 2025)

- **Exhibit E-1** – Plaintiff's Affidavit of Service (July 25 email + July 28 hand delivery, with email copy attached)

AFFIDAVIT OF SERVICE ON BROOKFIELD PROPERTIES

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared **Michael A. Stuart**, who being duly sworn, stated as follows:

1. My name is **Michael A. Stuart**. I am the Plaintiff in this matter, over the age of 18, of sound mind, and competent to testify.
2. On **July 25, 2025**, I served **Brookfield Properties** with true and correct copies of the following filed pleadings by email:
 - o Signed Complaint and Application for TRO
 - o Motion to Deposit Disputed Amount with Court
 - o Signed Temporary Restraining Order

The email was addressed to **Vasti De La Garza**, Assistant Property Manager for Brookfield Properties (vasti.delagarza@brookfieldproperties.com), with courtesy copies to the Dallas County Housing Authority and U.S. Department of Veterans Affairs.

A true and correct copy of that email, with attachments, is included herewith as **Exhibit A-1**.

3. On **July 28, 2025**, I personally delivered printed copies of the same pleadings to Brookfield Properties' leasing office at **1800 Main Street, Dallas, TX**, and handed them directly to **Vasti De La Garza**, Assistant Property Manager, as Brookfield's representative.
4. Accordingly, Brookfield Properties received actual notice of this lawsuit by both **email service** and **personal hand delivery**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15 day of August, 2025.

Michael A. Stuart
Plaintiff, Pro Se

RE: Subject: Ongoing Dispute – Notice of Active Court Case

 Summarize



Michael Stuart <michaelalanstuart@hotmail.com>

To De La Garza, Vasti

Cc Kimmy Sudberry; klover.johnson@va.gov; Michael Stuart



7/25/2025



Signed-Complaint-Stuart-vs-Brookfield.pdf
4 MB



signed-Motion-escrow-disputed-amount.pdf
178 KB



signed-TRO-Stuart-vs-Brookfield.pdf
206 KB

Subject: Service of Filed Complaint and TRO – Case DC-25-10952

Dear Vasti,

I attended an emergency hearing today in the 101st District Court. Judge Staci Williams indicated that she will be signing the Temporary Restraining Order (TRO). I have been instructed to formally serve you with the attached filed complaint.

I will also deliver a printed copy to the office on Monday.

The Court intends to schedule a hearing on the matter in approximately two weeks. Judge Williams expressed hope that we will be able to resolve the outstanding discrepancies before that time.

Please take a moment to review the TRO stipulations.

Consider this your formal notice — attached is the complaint.

Let's try to work toward a resolution.

Best regards,

Michael A. Stuart

michaelalanstuart@hotmail.com

- **Exhibit E-2** – Citation issued to Brookfield Properties

FORM NO. 353-3—CITATION
THE STATE OF TEXAS

To: **BROOKFIELD PROPERTIES**
BY SERVING VASTI DELAGARZA
1800 MAIN ST.
DALLAS TX 75201

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **101st District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **MICHAEL A. STUART**

Filed in said Court **14th day of July, 2025** against

BROOKFIELD PROPERTIES; BILT TECHNOLOGIES INC.

For Suit, said suit being numbered **DC-25-10952**, the nature of which demand is as follows:
Suit on **PROPERTY** etc. as shown on said petition, a copy of which accompanies
this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office **on this the 8th day of August, 2025**

ATTEST: FELICIA PITRE,
Clerk of the District Courts of Dallas County, Texas

By , Deputy
SHELIA BRADLEY



PCT 1
CITATION

No.: **DC-25-10952**

MICHAEL A. STUART
vs.
BROOKFIELD PROPERTIES, et al

ISSUED
on this the 8th day of August, 2025

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **SHELIA BRADLEY**, Deputy

Attorney for Plaintiff
MICHAEL STUART
1800 MAIN ST APT 1554
DALLAS TX 75201
361-446-5392
michaelanstuart@hotmail.com

Affidavit Of Inability To Pay

- **Exhibit E-3** – Process Server’s Affidavit (Aug. 19, 2025)

FORM NO. 353-3—CITATION
THE STATE OF TEXAS

To: **BROOKFIELD PROPERTIES**
BY SERVING VASTI DELAGARZA
1800 MAIN ST.
DALLAS TX 75201

RECEIVED
AUG 15 2025
11:20 AM
Dallas Private Process
BY: www.dallasprivateprocess.com
Ph: (214) 916-6368

ATTY
CITATION

No.: DC-25-10952

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 101st District Court at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **MICHAEL A. STUART**

Filed in said Court **14th day of July, 2025** against

BROOKFIELD PROPERTIES; BILT TECHNOLOGIES, INC

For Suit, said suit being numbered DC-25-10952, the nature of which demand is as follows:
Suit on **PROPERTY** etc. as shown on said petition, a copy of which accompanies
this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office **on this the 15th day of August, 2025**

ATTEST: **FELICIA PITRE**,
Clerk of the District Courts of Dallas County, Texas

By: , Deputy
HARPER REAM



MICHAEL STUART
vs.
BROOKFIELD PROPERTIES, et al

ISSUED
on this the 15th day of August, 2025

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff
MICHAEL STUART
PRO SE
1800 MAIN ST APT 1554
DALLAS TX 75201
361-446-5392
michaelalanstuart@hotmail.com

AFFIDAVIT INABILITY TO PAY

NOTARY OFFICER'S RETURN

Cause No. DC-25-10952

Court No.: 101st District Court

Style: MICHAEL STUART

vs.

BROOKFIELD PROPERTIES, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M.

Executed at _____, within the County of _____ at _____

o'clock _____ .M. on the _____ day of _____, 20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____,

20_____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

CAUSE NO. DC-25-10952

FILED
2025 AUG 19 PM 2:29
FELICIA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS
DEPUTY

MICHAEL STUART

IN THE DISTRICT COURT

VS.

101st JUDICIAL DISTRICT

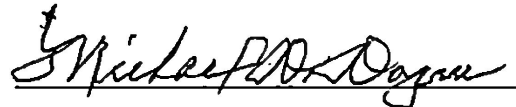
BROOKFIELD PROPERTIES, ET AL

DALLAS COUNTY, TEXAS

AUTHORIZED PERSON'S RETURN

Came to hand on the 15 day of AUGUST, 2025, at 11:20 o'clock A M., and executed at 1800 Main St., Dallas TX, 75201, within the County of DALLAS, State of Texas, at 10:30 o'clock A M., on the 19 day of AUGUST, 2025, by delivering to the within named Defendant Brookfield Properties, by serving Vasti DelaGarza, in person, a true copy of this Citation with the accompanying file marked copy of the Plaintiff's Original Petition, endorsed on same date of delivery. To certify which witness my hand.

SERVICE FEE \$ 95.00



Michael D. Dupree / Authorized Person

Cert. # PSC10446 / Exp: 7-31-27

DECLARATION

My name is Michael D. Dupree. My birthdate is 11-5-1956. My address is 7200 N. Stemmons Frwy., Suite 1304, Dallas, Texas 75247. I declare under the Penalty of Perjury that the foregoing facts are true and correct. Executed in DALLAS County, Texas on the 19 day of AUGUST, 2025.



Declarant / Authorized Person

RECEIVED
AUG 15 2025
11:20 AM

FILED

Form #329 - NOTICE (PLAIN)

BY: Dallas Private Process
www.dallasprivateprocess.com

Ph: (214) 916-6668

SERVICE OFFICER:

2025 AUG 19 PM 2:29
ATTY

CAUSE NO. DC-25-10952

STYLE

MICHAEL STUART

VS.

BROOKFIELD PROPERTIES, ET AL

Clerk's fees

Officer's fees collected

Officer's fees not collected

Costs not complied with

Affidavit Inability to Pay

FEE \$8.00
FELICIA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS

\$ 0 DEPUTY

SXXX

THE STATE OF TEXAS

TO: BROOKFIELD PROPERTIES - BY SERVING VASTI DELAGARZA - 1800 MAIN ST DALLAS TX 75201

GREETINGS:

YOU ARE HEREBY NOTIFIED THAT A TEMPORARY RESTRAINING ORDER HAS BEEN FILED AND SIGNED BY HON. STACI WILLIAMS JUDGE OF THE 101ST JUDICIAL DISTRICT COURT LOCATED AT 600 COMMERCE ST. DALLAS TEXAS 75202.

HEREIN FAIL NOT, but of this writ make due return showing how you have executed the same.

WITNESS: FELICIA PITRE, Clerk of the District Courts, Dallas County, Texas.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT, at office in the City of Dallas,

ON THIS THE 15TH DAY OF AUGUST, 2025.

Issued at request of:

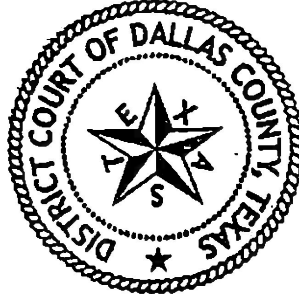
MICHAEL STUART

PRO SE

1800 MAIN ST APT 1554

DALLAS TX 75201

361-446-5392



ATTEST: FELICIA PITRE

Clerk of the District Courts

Dallas County, Texas

By Harper Ream, Deputy

HARPER REAM

OFFICER'S RETURN

Came to hand on the 15 day of AUGUST 20 25,
at 11:20 o'clock A.M., and executed on the 19 day of AUGUST,
20 25, at 10:30 o'clock A.M., delivering to BROOKFIELD PROPERTIES * the
within named DEFENDANT, in person a true copy of this Notice.
BY SERVING VASTI DELAGARZA Michael D. Dupree

FEES:

Serving Notice: \$ 60.00

Mileage: \$ 0

TOTAL: \$ 60.00

Texas Process Server

PSC104467-31-27

Officer DALLAS County TEXAS

By: Michael D. Dupree

Deputy

Exhibit F – Lease Renewal (June 2025 – zero balance confirmation)

LEASE DETAILS

A. Apartment (Par. 2) Street Address: <u>1800 Main St. #1554</u> Apartment No. <u>E-1554</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u>		
B. Initial Lease Term. Begins: <u>07/01/2025</u> Ends at 11:59 p.m. on: <u>06/30/2026</u>		
C. Monthly Base Rent (Par. 3) \$ <u>1645.00</u>	E. Security Deposit (Par. 5) \$ <u>300.00</u> <i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>	F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>60</u> days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period. <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>
D. Prorated Rent \$ <u>1645.00</u> ☒ due for the remainder of 1st month or ☐ for 2nd month		
G. Late Fees (Par. 3.3) Initial Late Fee ☒ <u>10.0</u> % of one month's monthly base rent or ☐ \$ _____ Daily Late Fee ☐ _____ % of one month's monthly base rent for _____ days or ☐ \$ _____ for _____ days Due if rent unpaid by 11:59 p.m. on the <u>3rd</u> (3rd or greater) day of the month		
H. Returned Check or Rejected Payment Fee (Par. 3.4) \$ <u>50.00</u>	J. Early Termination Fee Option (Par. 7.2) \$ <u>658.00</u> Notice of <u>60</u> days is required. <i>You are not eligible for early termination if you are in default.</i> Fee must be paid no later than <u>7</u> days after you give us notice <i>If any values or number of days are blank or "0," then this section does not apply.</i>	K. Violation Charges Animal Violation (Par. 12.2) Initial charge of \$ <u>100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of \$ <u>10.00</u> per animal (not to exceed \$10 per day per animal) Insurance Violation (Master Lease Addendum or other separate addendum) \$ _____
I. Reletting Charge (Par. 7.1) A reletting charge of \$ <u>1405.90</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations		
L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease. Animal rent \$ <u>0.00</u> Cable/satellite \$ _____ Internet \$ _____ Package service \$ _____ Pest control \$ <u>5.00</u> Stormwater/drainage \$ _____ Trash service \$ <u>0.00</u> Washer/Dryer \$ _____ Other: Mailed Rent Service Fee \$ <u>4.00</u> Other: \$ _____ Other: \$ _____ Other: \$ _____		
M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease. Utility Connection Charge or Transfer Fee: \$ <u>50.00</u> (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)		
N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions. Additional or Replacement Access Devices: \$ _____ Initial Access Device: \$ _____ Required Insurance Liability Limit (per occurrence): \$ <u>100000.00</u>		
Special Provisions. See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.		