

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_20251020-25.01)

VASTI DE LA GARZA

Rog - Res

Final Audit Report

2025-10-24

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