

# PLAINTIFF'S ARGUMENT SUMMARY: MOTION TO APPOINT FORENSIC ACCOUNTANT

CASE: STUART V. BROOKFIELD PROPERTIES | No. DC-25-10952 | HEARING: JAN 26, 2026

## THE CORE PROBLEM: ADMITTED "SYSTEM ERRORS" VS. CONCEALED DATA

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*Your Honor, this case is deadlocked as Defendant admits their accounting is wrong but refuses the audit trail that explains why.*

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1. **They Admit "System Errors"**: Brookfield swore in discovery that my ledger was "recalculated" in July 2025 due to a "system error" and a software transition.
2. **They Block My Proof**: When I produce the BILT system logs showing these "errors" were actually *manual reversals*, they object to them as "unauthenticated hearsay" to keep them out of evidence.
3. **The Solution**: Since they claim the records are complex and object to my evidence, **we need a Court-Appointed Forensic Accountant** to act as a neutral factfinder.

## 3 FACTS ONLY A FORENSIC ACCOUNTANT CAN VERIFY

We cannot go to trial on a ledger my expert calls "invalid" without a neutral audit of the native data.

### 1. THE PERJURY (The "July 24" Timestamp)

- **The Lie**: Brookfield swore in **Interrogatory #9** that *"No entries were made on July 24, 2025"*.
- **The Evidence**: Their own ledger is dated **07/24/2025**, and my BILT logs show manual "Reversals" occurred on that specific day.
- **The Need**: A forensic expert must pull the **metadata** to prove exactly when the file was created and who created it, conclusively proving the sworn discovery response was false.

## 2. THE INVALIDITY (The Backdated Fees)

- **The Violation:** The new ledger creates a 2,475 debt by **charging late fees** for months (Dec–April) where the account had a **1,312 credit** at the time.
- **The Expert:** Licensed Broker Alice Donahue attests that "retroactively assessing late fees for months where your own accounting showed the tenant current" is invalid under standard property management practices.
- **The Need:** An accountant must recalculate the "True Balance" under GAAP (Generally Accepted Accounting Principles), stripping away illegal retroactive fees.

## 3. THE FEDERAL BREACH (The "Misapplied" Funds)

- **The Excuse:** Brookfield admits they moved money to the "HAP Ledger" to fix a "misapplication" of Housing Authority funds.
- **The Law: HAP Contract Section 5(d)** explicitly states: *"The tenant is not responsible for paying the portion of rent... covered by the PHA."*
- **The Need:** An expert must trace that \$1,312. Did it go back to Dallas County? Or did Brookfield absorb it? I cannot be charged for their settlement with the PHA.

## THE "ASK" (Oral Motion)

*"Your Honor, Brookfield admits their system made errors but refuses to produce the native logs to prove it. They claim I owe \$2,475; my records and the Lease Renewal show I owe nothing."*

- If the Court is hesitant to compel them to give *me* the raw database logs, then the Court must appoint a neutral Forensic Accountant to review them.
- We cannot go to trial on a ledger that my expert says is invalid and that Brookfield admits was 'recalculated' after the lawsuit was filed.

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*A forensic accountant is the only way to establish the 'True Balance' objectively."*

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