

CAUSE NO. 2026-35830

**ANNELISE CAMP, AN
INCAPACITATED PERSON, AND JOY
CAMP AND JOHNSTON CAMP, AS
NEXT OF KIN ON HER BEHALF**

Plaintiffs

v.

**TEXAS CHILDREN'S HOSPITAL
and TEXAS CHILDREN'S HOSPITAL
WEST CAMPUS and
DR. MONA KARIMULLAH, M.D.**

Defendants

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

164TH JUDICIAL DISTRICT

**PLAINTIFFS' EMERGENCY MOTION TO STAY
ENFORCEMENT OF THE RULE 11 AGREEMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES ANNELISE RAMONA CAMP ("Annelise"), and her parents JOY CAMP and JOHNSTON CAMP ("the Camps") (collectively "Plaintiffs"), on her behalf, files this Emergency Motion to Stay Enforcement of the Rule 11 Agreement between Plaintiffs and Defendants Texas Children's Hospital and Texas Children's Hospital West Campus and Dr. Mona Karimullah, M.D. ("Defendants") and shows the Court as follows:

**I.
FACTS**

Annelise is a 2-year-old resident of Harris County, Texas. On Monday, May 25, 2026, Annelise was found in a pool, unresponsive. Paramedics arrived on the scene and performed CPR. Annelise's heart started beating again after her arrival at Texas Children's Hospital West Campus ("Texas Children's") the same day. Since Annelise has been at the hospital, her heart has been

working, but she is currently dependent on a ventilator. Her organs have not shut down. On approximately May 27th, an employee at the hospital shined a light in Annelise's eyes, and one of her pupils responded to the stimulus. Since then, specifically this week, Annelise has had several bowel movements.

On or about May 28th, 2026, Texas Children's Hospital West Campus determined that Annelise's medical treatment, including Life-Sustaining Treatment, will be discontinued (with the conducting of brain death testing) over the objections of her parents. Plaintiffs moved for an Emergency Temporary Restraining Order ("TRO") the same day, which was granted by the Ancillary Court.¹ On May 29, 2026, counsel for Plaintiffs and Defendants modified the TRO with a Rule 11 Agreement.² The Rule 11 Agreement modified the TRO to the extent that the Defendants would only be restrained from conducting "brain death testing" on Annelise until Friday, June 5, 2026, to allow the parents time to find a transfer hospital for Annelise that would not conduct the testing so soon.³ Other life-supporting treatment is in place until the expiration of the TRO and was not modified.

Defendants have informed Plaintiffs that they will conduct the brain death testing on Annelise beginning at 9:00 AM on Friday, June 5, 2026, including the apnea and nuclear blood flow test, against the Camps' wishes. Defendants are relying on the results of one CT scan conducted on May 25, 2026, to form their brain death diagnosis which is against the standard set by the American Academy of Neurology.

Annelise is to be removed from her life-sustaining treatment on the morning of June 5th, 2026 to conduct the brain death testing. Specifically, Defendants will remove her ventilator to

¹ See Exhibit 1, Plaintiff's Verified Original Petition and Application for Temporary Restraining Order and Injunctive Relief; Exhibit 2, Signed Temporary Restraining Order.

² See Exhibit 3, Rule 11 Agreement.

³ See *id.*

conduct these tests, causing immediate and irreparable harm and possibly death. Her father, Johnston Camp, has asked Texas Children's Hospital West Campus for more recovery time before conducting any further testing for the purpose of declaring Annelise brain dead. Texas Children's Hospital West Campus agreed to the Rule 11 Agreement but has now refused to give her any additional time, continuing to insist on moving forward with plans to conduct testing to remove Annelise from life-sustaining treatment over the express wishes and the objections of the Camps, Annelise's parents and surrogates.

Texas law states that "if artificial means of support preclude a determination that a person's spontaneous respiratory and circulatory functions have ceased, the person is dead when, in the announced opinion of a physician, according to ordinary standards of medical practice, there is irreversible cessation of all spontaneous brain function. Death occurs when the relevant functions cease."⁴ Declaring legal death by neurological criteria requires the "irreversible cessation of all spontaneous brain function."⁵ Standard medical practices, including those established by the Uniform Determination of Death Act, dictate that death requires "irreversible cessation of all functions of the entire brain, including the brain stem."⁶ The American Academy of Neurology corroborated this Act in a 2010 study.⁷ Annelise is showing signs of life, including a steady heartbeat and signs of organ health.

Moreover, the Camps have sincerely held religious beliefs that are against these brain death tests.

⁴ Texas Health and Safety Code, Section 671.001(b).

⁵ *Id.*

⁶ See National Conference of Commissioners on Uniform State Laws. Amendments to Uniform Brain Death Act, Uniform Determination of Death Act, 1980; <https://www.uniformlaws.org/HigherLogic/System/DownloadDocumentFile.ashx?DocumentFileKey=4d19d096-be64-3c0f-ae71-a514b64c06a6>. See also

⁷ See <https://n.neurology.org/content/74/23/1911>; <https://doi.org/10.1212/WNL.0000000000006750>.

The Camps and their representatives have been working nonstop since entering the Rule 11 Agreement to effectuate a transfer of Annelise to another facility that would be willing to treat her and not have an immediate need to conduct brain death testing. Despite several potential leads, the Camps have not yet found a transferee hospital. However, there are additional potential transferee hospitals that the Camps reasonably believe may be willing to accept Annelise, but they need additional time to attempt to effectuate the transfer.

II. **ARGUMENT**

Plaintiffs incorporate by reference as set forth at length herein all the above factual allegations.

Plaintiffs request the Court to intervene and issue a stay of enforcement of the Rule 11 Agreement to keep the status quo pursuant to the TRO and continue to provide medical care to Annelise until the expiration of that TRO in order to allow Plaintiffs some time to find a physician to provide a second opinion and a hospital that will accept the transfer or time to find alternative options and treatment for Annelise. Additionally, the Camps have sincerely held religious beliefs that are against these brain death tests.

If Defendants are allowed to discontinue Annelise's treatment and conduct the brain death testing, she will suffer irreparable injury of almost certain death and the test will violate the Camps freedom of religion. Annelise has no adequate remedy at law because damages cannot adequately compensate her and her father for the loss of her life. *See Butnaru*, 84 S.W.3d at 214 ("An injury is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard."), *citing Canteen Corp. v. Republic of Tex. Props., Inc.*, 773 S.W.2d 398, 401 (Tex. App. – Dallas 1989, no writ.). Unless the Court upholds the TRO and stays the Rule 11 Agreement, irreparable harm will happen to Annelise. As Texas

Children's intends to conduct the harmful brain death testing tomorrow morning, June 5, 2026, this irreparable harm is imminent. Unless the Court stays the Rule 11 Agreement, irreparable harm will happen to Annelise.

Texas law states that there must be complete, irreversible cessation of all spontaneous brain function, which includes all areas of the brain, including the brain stem. Texas law further states that a brain death diagnosis must follow standard medical practice.⁸ The American Academy of Neurology (AAN), a well-respected authority on neurology, recommends 28 days to show that a brain injury is irreversible.⁹ Annelise should be given additional recovery time, pursuant to standard medical practice and the instructions of her surrogate decision-maker, her parents, the Camps.

III. **CONCLUSION AND PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that the Court stay the Rule 11 Agreement with Defendants until the expiration of the Temporary Restraining Order.

Respectfully submitted,

By: /s/ Heath A. Novosad

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⁸ Texas Health and Safety Code, Section 671.001(b).

⁹ The AAN's definition for "disorders of consciousness" is 28 days or greater;
<https://n.neurology.org/content/91/10/450>.

CERTIFICATE OF CONFERENCE

I hereby certify that I have conferred with counsel for Defendants on June 4, 2026, via telephone. Defendants are opposed to this Emergency Motion to Stay the Rule 11 Agreement.

/s/ Sarah B. Beck

Sarah B. Beck

CERTIFICATE OF SERVICE

I hereby certify that I have complied with Tex. R. Civ. P. 21 and 21a. I further certify that a true and correct copy of the foregoing document has been served on all counsel of record by e-File electronic service on June 4, 2026.

/s/ Heath A. Novosad

Heath A. Novosad

Unofficial Copy Office of Marilyn Burges District Clerk

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Status as of 6/5/2026 9:34 AM CST

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