

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

**DEFENDANTS TEXAS CHILDREN'S HOSPITAL AND DR. MONA KARIMULLAH'S
RESPONSE TO PLAINTIFF'S EMERGENCY MOTION
TO STAY ENFORCEMENT OF THE RULE 11 AGREEMENT**

Defendants Texas Children's Hospital ("TCH") and Dr. Mona Karimullah (collectively, "Defendants")¹ file this Response to Plaintiffs' Emergency Motion to Stay Enforcement of the Rule 11 Agreement ("Motion to Stay"). In support, Defendants respectfully show the Court the following:

INTRODUCTION

Make no mistake: Plaintiffs² do not seek merely to "stay" the indisputably valid, binding Rule 11 agreement they entered into with Defendants—they seek to abrogate it entirely. The parties' Rule 11 agreement makes clear that Defendants will **not** withdraw care, life-sustaining or

¹ Plaintiffs also named Texas Children's Hospital West Campus as a defendant in this action, but Texas Children's Hospital West Campus is a "DBA," or "doing business as," for TCH. Because Texas Children's Hospital West Campus is not an independent entity, the only defendants in this action are TCH and Dr. Karimullah.

² "Plaintiffs" refers to Plaintiffs Annelise Camp ("Annelise"), an Incapacitated Person, and Joy Camp and Johnston Camp, as Next of Kin on her Behalf (together, the "Camps").

otherwise, on June 5, 2026, at 9:00 a.m. Indeed, the Rule 11 agreement expressly states that “there will be ***no change in the supportive care***” provided to Annelise by TCH before the June 11, 2026 hearing on Plaintiffs’ request for a temporary injunction. *See* Motion to Stay, Ex. 3 at 1 (emphasis added); *see also* Motion to Stay at 2 (Plaintiffs acknowledging that “[o]ther life-supporting treatment is in place until the expiration of the TRO and was not modified”). The Rule 11 agreement solely allows Defendants to perform ***testing*** for death by neurological criteria on Annelise.

Plaintiffs have had the benefit of the Rule 11 agreement since May 29, 2026, when it was filed in this Court. Since then, Plaintiffs have never asserted that they were not informed of or otherwise aware of the Rule 11 agreement, that their counsel did not have authority to enter into the Rule 11 agreement, that the Rule 11 agreement was somehow entered into under duress or based on confusion or misrepresentations, or that Defendants were not adhering to the Rule 11 agreement. Now, Plaintiffs now argue for the first time—in a groundless, “emergency” Motion to Stay filed shortly before midnight and, again, roughly ***a week after*** the Rule 11 was filed—that TCH is somehow conducting the testing for death by neurological criteria “against [their] wishes,” that they need “additional time,” and that the Camps have “sincerely held religious beliefs . . . against these brain death tests.” Motion to Stay at 2-3.

The Motion to Stay is nothing more than an effort to abrogate or dissolve the Rule 11 agreement based on an “emergency” of Plaintiffs’ own making. There are no grounds for abrogating the Rule 11 agreement, and the concerns or complaints Plaintiffs raise in their request to “stay” (abrogate) the Rule 11 agreement were all known to Plaintiffs when they made the voluntary decision to enter into the Rule 11 agreement. Further, and most importantly, Plaintiffs have intentionally benefited from the Rule 11 agreement for a week and now improperly and

unfairly seek to deny Defendants the benefit of that same agreement. This Court should deny the Motion to Stay.

FACTUAL AND PROCEDURAL BACKGROUND³

I. Annelise Arrives at TCH for Treatment After Being Found Unresponsive in a Pool.

Plaintiffs allege that, on Monday, May 25, 2026, two-year-old Plaintiff Annelise Camp (“Annelise”) “was found in a pool, unresponsive.” Plaintiff’s Verified Original Petition and Application for Temporary Restraining Order and Injunctive Relief (filed May 28, 2026) (“Plaintiffs’ Orig. Pet.”) at 3. After paramedics arrived and performed CPR, Annelise’s “heart started beating again.” *Id.*

Annelise was allegedly transported to Texas Children’s Hospital West Campus for treatment on May 25, 2026. *See id.* According to Plaintiffs, Annelise’s “heart has been working, but she is currently dependent on a ventilator.” *Id.* Plaintiffs assert that Annelise’s “organs have not shut down” and that, on May 27, one of Annelise’s pupils responded to the stimulus of a hospital employee shining a light in her eyes. *Id.*

II. Plaintiffs Sue TCH to Prevent it From “[D]iscontinu[ing]” Treatment.

On May 28, 2026, Plaintiffs—Annelise and her parents, the Camps, “as Next of Kin on her Behalf”—filed the present action against Defendants. *See generally* Plaintiffs’ Orig. Pet. Plaintiffs alleged that Annelise was to be “removed from her life-sustaining treatment” on the

³ Defendants describe the allegations in Plaintiffs’ Original Petition solely to describe the underlying dispute in this case. Defendants do not concede the accuracy or merits of those allegations and expressly reserve the right to challenge those allegations.

Additionally, to the extent that this response and motion cites to documents previously filed in this case, Defendants request that this Court take judicial notice of those documents. *See* Tex. R. Evid. 201(b); *Fajkus v. First Nat’l Bank of Giddings*, 735 S.W.2d 882, 887 (Tex. App.—Austin 1987, writ denied).

morning of May 29, 2026, after TCH allegedly conducted a CT scan to make a “brain death diagnosis” and “determined that Annelise’s medical treatment, including all Life-Sustaining Treatment, w[ould] be discontinued over the objections of her parents.” *Id.* at 3.

Plaintiffs sought a temporary restraining order (“TRO”) and temporary injunction against Defendants. *Id.* at 7-8. Specifically, Plaintiffs sought a TRO “restraining Defendants, their contractors, subcontractors, agents, servants, employees, experts and/or those acting in concert with them from refusing to provide life-sustaining treatment to Plaintiff, to keep the status quo while this Court resolves this dispute.” *Id.* at 7. Plaintiffs also requested that Defendants “be cited to appear and show cause and that on such hearing, a Temporary Injunction be issued, to Defendant, their physicians, contractors, subcontractors, agents, servants, employees, experts and/or those acting in concert with them from refusing to provide life-sustaining treatment to Plaintiff, to keep the status quo while this Court resolves this dispute.” *Id.* at 7-8.

On May 29, 2026, this Court granted Plaintiffs’ request for a TRO without notice to Defendants. *See* Temporary Restraining Order (signed May 29, 2026). The TRO prohibited Defendants, “their contractors, subcontractors, agents, servants, employees, experts and/or those acting in concert with them from refusing to provide life-sustaining treatment to Plaintiff, specifically but not limited to, preventing any brain death testing.” *Id.* at 1-2. The TRO also ordered Defendants to “be cited to appear and show cause” and set a temporary injunction hearing for June 11, 2026, at 11:00 a.m. in this Court. *Id.*

Plaintiffs and Defendants subsequently entered into a written Rule 11 agreement, which was signed by both parties and filed with this Court on May 29, 2026. *See* Letter re: Rule 11 Agreement (filed May 29, 2026). The parties’ Rule 11 agreement modified the Court’s TRO to provide that:

1. At 9:00 a.m. on Friday, June 5th 2026, or as soon as thereafter as all clinical criteria for testing are met, Testing for Death by Neurological Criteria will begin on Annelise Camp.
2. Once Testing for Death by Neurological Criteria has been initiated on Annelise Camp, it will be fully completed, including all confirmatory tests, on the schedule deemed medically appropriate by the attending physician and/or physician staff caring for Annelise Camp.
3. Between the time of this agreement and 9:00 a.m. Friday June 5th 2026, Texas Children's Hospital will provide all reasonable cooperation with and support for Joy Camp's and Johnston Camp's efforts to obtain a medical transfer of Annelise Camp, provided that the facility selected for transfer by Joy Camp and Johnston Camp is both medically appropriate for Annelise Camp and willing to voluntarily accept Annelise Camp as a transfer patient.
4. Irrespective of the documented results of the fully completed Testing for Death by Neurological Criteria referenced in subpoints 1 and 2 above, there will be no change in the supportive care provided to Annelise Camp by Texas Children's Hospital before a Court ruling on plaintiffs' request for temporary injunction, provided the temporary injunction hearing goes forward at or before 11:00 am June 11, 2026 as scheduled by the trial court.

Id. at 1.

In the week that has elapsed since the parties entered into the May 29, 2026 Rule 11 agreement, Plaintiffs have never asserted that: they were not informed of or otherwise aware of the Rule 11 agreement; that their counsel did not have authority to enter into the Rule 11 agreement; that the Rule 11 agreement was somehow entered into under duress or confusion or based on misrepresentations by Defendants; or that Defendants were not adhering to the Rule 11 agreement or TRO. Rather, Plaintiffs have benefited from the Rule 11 agreement. *See* Motion to Stay at 4 (alleging that the Camps "have been working nonstop since entering the Rule 11 Agreement to effectuate a transfer of Annelise to another facility"). Specifically, since the date of the Rule 11 agreement and in full support of the Camps Texas Children's has formally requested a transfer of their child to no less than twenty four separate medically appropriate facilities. Twenty two of those requests have been formally denied by the hospital to which transfer was requested by TCH.

One facility, however, has reserved its final decision on accepting transfer until it receives the results of the testing that plaintiffs now seek to further delay in violation of their agreement and contrary to the best interests of their child.

On June 4, 2026, shortly before midnight, Plaintiffs filed their Motion to Stay. Plaintiffs' request for a "stay" of the Rule 11 agreement is a thinly veiled request for this Court to abrogate that agreement.

ARGUMENT AND AUTHORITIES

I. This Court Should Reject Plaintiffs' Attempt to Evade the Parties' Valid Rule 11 Agreement.

"Wherever possible, a trial court should give effect to agreements between the parties." *In re BP Products N. Am., Inc.*, 244 S.W.3d 840, 846 (Tex. 2008) (orig. proceeding). Indeed, this Court has a **ministerial duty** to enforce the terms of a valid agreement under Texas Rule of Civil Procedure 11. *See Fortis Benefits v. Cantu*, 234 S.W.3d 642, 651 & n.58 (Tex. 2007); *accord In re Union Carbide Corp.*, No. 14-24-00187-CV, 2024 WL 3198602, at *2 (Tex. App.—Houston [14th Dist.] June 27, 2024, orig. proceeding) (concluding that trial court abused its discretion by setting aside Rule 11 agreement, which it had a "ministerial duty" to enforce). For a Rule 11 agreement to be enforceable, it must be "signed, in writing, and filed with the trial court." *In re Union Carbide Corp.*, 2024 WL 3198602, at *3; *see also* Tex. R. Civ. P. 11.

Here, Plaintiffs do not dispute that the Rule 11 agreement—which is signed by both parties, in writing, and has been filed with this Court—is enforceable. *See generally* Motion to Stay; *In re Union Carbide Corp.*, 2024 WL 3198602, at *3. This Court therefore has a ministerial duty to enforce the parties' Rule 11 agreement. *See id.* at *2; *Cantu*, 244 S.W.3d at 846. Plaintiffs do not assert that they lacked information or knowledge of the Rule 11 agreement or that their counsel entered into it without authority, so Plaintiffs cannot—and should not be allowed to—abrogate the

Rule 11 agreement a week after entering into it (and after benefiting from it) simply because they have changed their minds.

None of the information cited in the Motion to Stay is new. For example, the Rule 11 agreement makes clear that Defendants will begin Testing for Death by Neurological Criteria on Annelise “[a]t 9:00 a.m. on Friday, June 5th 2026, or as soon thereafter as all clinical criteria for testing are met,” Motion to Stay, Ex. 3 at 1 (¶ 1), so Plaintiffs cannot claim to be surprised by Defendants adhering to that promise. Plaintiffs claim that Defendants will “conduct the brain death testing on Annelise . . . , including the apnea and nuclear blood flow test,” Motion to Stay at 2, but Plaintiffs knew that Defendants would conduct “Testing for Death by Neurological Criteria” when they entered into the Rule 11 agreement. *See* Motion to Stay, Ex. 3 at 1 (¶¶ 1-2). Plaintiffs’ request for a “stay,” then, is based solely on their having changed their minds *the night before* the agreed-upon testing was to begin.

Similarly, there is no impending “irreparable harm” to Plaintiffs or Annelise because the Testing for Death by Neurological Criteria will not cause Annelise to lose her life. As the Rule 11 agreement makes clear, “there will be *no change in the supportive care* provided to Annelise” before the June 11, 2026 hearing on Plaintiffs’ temporary-injunction request. Motion to Stay, Ex. 3 at 1 (¶ 4) (emphasis added). This testing is not the equivalent of “discontinu[ing] Annelise’s treatment.” Motion to Stay at 4. And, although the Camps now claim that allowing the testing to proceed will “violate [their] freedom of religion,” *id.*, Plaintiffs entered into the Rule 11 agreement voluntarily a week ago and do not claim that they were not informed about it or that their counsel entered into it without their permission or assent.

Finally, Plaintiffs’ “stay” request is particularly improper and unfair because Plaintiffs seek to abrogate the Rule 11 agreement only *after* they have received the full benefit of the agreement.

As noted *supra*, the parties entered into the Rule 11 agreement a week ago, and Plaintiffs do not—and cannot—allege that Defendants have not upheld their end of the Rule 11 agreement or have not adhered to the TRO. Though Defendants could have challenged this Court’s TRO to have brain-death testing conducted earlier, they did not. The Camps received a week to “obtain a medical transfer” of Annelise to another medically appropriate facility willing to voluntarily accept her as a patient and obtained the herculean efforts of TCH and its medical staff (at least 24 separate facilities formally contacted) to make transfer happen in accordance with the families wishes.. Motion to Stay, Ex. 3 at 1 (¶ 3). Defendants have also made “no change in the supportive care provided to Annelise.” *Id.* ¶ 4. Having benefited from the Rule 11 agreement (which Defendants fully adhered to), Plaintiffs seek to reverse course.

This Court should deny Plaintiffs’ Motion to Stay and, instead, enforce the Rule 11 agreement.

CONCLUSION

For the reasons above, Defendants respectfully request that this Court: (1) deny Plaintiffs’ Emergency Motion to Stay Enforcement of the Rule 11 Agreement; and (2) enforce the parties’ May 29, 2026 Rule 11 agreement. Defendants further respectfully request that this Court grant Defendants any and all other relief to which they are entitled.

Respectfully submitted,

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CERTIFICATE OF SERVICE

Pursuant to Texas Rules of Civil Procedure 21 and 21a, undersigned counsel hereby certifies that a copy of the foregoing document was served by electronic filing or electronic mail on June 5, 2026, upon all counsel of record:

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Enforcement of the Rule 11 Agreement

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