

CAUSE NO. 2025-29027

THE CITY OF HOUSTON,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
and	§	
	§	
STATE OF TEXAS and	§	
HARRIS COUNTY, TEXAS	§	
<i>Intervenor-Plaintiffs,</i>	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
5410 N BRAESWOOD BLVD	§	
HOUSTON LLC;	§	
PECOS HOUSING FINANCE	§	
CORPORATION;	§	
PHFC JACKSON SQUARE MM,	§	
LLC; and	§	
THE REAL PROPERTY KNOWN	§	
AS 5410 N BRAESWOOD # 1326,	§	
HOUSTON, TEXAS, <i>in rem</i>	§	
	§	
<i>Defendants.</i>	§	516th JUDICIAL DISTRICT

HARRIS COUNTY'S ORIGINAL PETITION IN INTERVENTION AND APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION

“And any type of repairs, they tell you, ‘We don’t have the money.’”
— a resident living at The Life at Jackson Square Apartments¹

Intervenor-Plaintiffs, the State of Texas and Harris County, by and through the Office of the Harris County Attorney, Abbie Kamin, bring this petition in intervention under Rule 60 of the Texas Rules of Civil Procedure to intervene as well as to abate a common nuisance pursuant to Chapter 125 of the Texas Civil Practice Remedies Code and show the following:

¹ HOUSTON STRINGER, *Dr. Matthews Tours Life at Jackson Square after Tenants Report Unsafe Living Conditions*, at 36:09 (YouTube, May 18, 2026), https://www.youtube.com/watch?v=5HM3S__LwWw

I. INTRODUCTORY STATEMENT

1. An infamous \$100 million apartment complex containing 1,300-plus units has harmed many Harris County residents. The complex, constructed in the 1960s and 1970s, is called The Life at Jackson Square (“Jackson Square” or the “Property”).² It is a 39-acre complex consisting of over 150 buildings along Brays Bayou in Meyerland, just outside of Interstate 610.

2. The owners, operators, and management of the apartment complex have abandoned it financially, leaving residents blowing in the wind, while still being obligated to pay their rent. At least one official from the complex claimed that they worked “closely” with the police³, but this is mere lip service. The owners, operators, and management have not and will not make expenditures necessary to reduce crime.

3. Furthermore, the complex has become a risk to first responders. For example, within the past week, fires broke out at abandoned buildings, and a firefighter had to be hospitalized.⁴ Additionally, crime occurring on the premises has persistently been out of control for years, as exemplified by the need for specific police patrols to stop repeated felonious activities. On-premises criminal conduct occurs so frequently that the complex has become a common nuisance. Common nuisances are unlawful under Texas law, and apartment complex owners and their affiliates have

² The complex’s name has shifted as ownership has changed over time. In the early 2020’s, it was called “Nob Hill,” then “The Life at Jackson Square Apartments,” and then, as recently as May 2026, it was rebranded as “Meyerland on Braeswood.” These names all refer to the same apartment complex.

³ <https://www.linkedin.com/in/zay-slucher-27b4bb272/?isSelfProfile=false> (LinkedIn.com profile in which property manager makes the unsupported claim that he “work[ed] closely with HPD and the local constables to reduce crime”).

⁴ <https://www.click2houston.com/video/news/local/2026/10/21/several-buildings-damaged-after-fire-breaks-out-at-sw-houston-apartment-complex/> (three buildings at Jackson Square caught fire on October 20, 2026).

a duty to ensure their properties do not become common nuisances. The owners' and operators' mismanagement and neglect over the years is the root cause.

II. DISCOVERY CONTROL PLAN

1. Discovery shall be conducted under Level 2 pursuant to Rule 190.3. Restrictions concerning expedited discovery under Rule 169 do not apply because Plaintiffs seek non-monetary injunctive relief as part of their claims.

III. CLAIM OF RELIEF

2. Plaintiffs seek to hold all defendants accountable for their, their affiliates', and their agents' unlawful conduct as alleged herein and also seek injunctive relief.

3. To the extent damages are sought, the damages or other monetary relief otherwise at issue in this case are within the jurisdictional limits of the court. Plaintiffs seek monetary relief of \$250,000 or less and non-monetary relief.

IV. STANDARD FOR INTERVENTION

4. Pursuant to Texas Rule of Civil Procedure 60, a party may intervene in a filed lawsuit. *See* TEX. R. CIV. P. 60. "An intervenor is not required to secure a court's permission to intervene" *Guar. Fed. Sav. Bank v. Horseshoe Operating Co.*, 793 S.W.2d 652, 657 (Tex. 1990). An intervenor need only show a "justiciable interest in a pending suit to intervene in the suit as a matter of right." *In re Union Carbide Corp.*, 273 S.W.3d 152, 154 (Tex. 2008). "In other words, a party may intervene if [it] could have brought the pending action, or any part thereof, in his own name." *Id. at* 155 (cleaned up).

5. Intervenor-Plaintiffs could have brought all or part of this suit as original plaintiffs and have justiciable interests in this lawsuit.

6. Intervenor-Plaintiffs' justiciable interests include, but are not limited to, the following. First, Intervenor-Plaintiffs are adding PHFC Jackson Square MM, LLC, a crucial Texas defendant that is involved with the apartment complex operations and maintaining the property. Second, Intervenor-Plaintiffs have a governmental interest pursuant to Chapter 125 of the Texas Civil Practice and Remedies Code, which includes protecting the rights of Harris County residents and bringing the State into the lawsuit as a plaintiff. Third, Intervenor-Plaintiffs have an interest in the findings of fact resulting from this litigation and the judicial remedies resulting from adjudication of this case.

V. PARTIES

7. Intervenor-Plaintiffs are the State of Texas and Harris County, Texas, ("Harris County") (collectively, "**Plaintiffs**") acting by and through the Harris County Attorney, Abbie Kamin, under the State of Texas' laws. Plaintiffs are exempt from bond.⁵

8. Defendant Pecos Housing Funding Corporation ("**Pecos**") is a Texas Chapter 394 housing finance corporation. It may be sued pursuant to § 394.033 of the Local Government Code and all other applicable Texas law. Defendant (1) owns the land property in Harris County that is the subject of this lawsuit⁶; (2) operates in

⁵ See Tex. Civ. Prac. & Rem. Code § 6.001.

⁶ See Special Warranty Deed (file no. RP-2025-159507) transferring the land from another named defendant in this case to Pecos Housing Funding Corporation. Upon reason and belief based on a review of deed records, Pecos Housing Funding Corporation remains the owner of the land, despite the foreclosure proceedings discussed *infra*.

Harris County; and (3) owns and controls PHFC Jackson Square MM, LLC. Defendant has already answered and appeared via counsel in this suit.

9. Defendant PHFC Jackson Square MM, LLC (**“Jackson Managing Member”**) is a Texas limited liability company which operates and controls the apartment complex in Harris County that is the subject of this lawsuit. Defendant is the sole managing member of a holding company which owns and controls 5410 N. Braeswood Blvd Houston LLC. Defendant may be served by serving its registered agent, Standly Law Group, PLLC, at 2101 Cedar Springs Rd., Suite 1525, Dallas, Texas 75201.

10. Defendant 5410 N. Braeswood Blvd Houston LLC (**“Braeswood”**) is a foreign limited liability company registered with the Texas Secretary of State. Defendant operates the apartment buildings and the apartment complex that is the subject of this lawsuit. Defendant was the owner of record until mid-October 2026 when the owner of record changed due to a foreclosure; however, upon reason and belief, Defendant still participates in operating the property during October as it had pre-foreclosure.⁷ Defendant has already answered and appeared via counsel in this suit.

11. Defendant The Real Property Land Known as 5410 N. Braeswood Blvd., Houston, Texas 77096 (**“In Rem Land Defendant”**), which is the land owned by Pecos Housing Funding Corporation on which the Jackson Square apartment

⁷ By way of example, this complex has historically had various types of agreements or summaries of agreements on file with the Harris County Clerk that specify various entities’ roles in operating the complex. No such filings appear to be present that pertain to the new owner of record that reveal a change in who is operating the complex.

complex is located⁸, is sued *in rem* under Tex. Civ. Prac. & Rem. Code Ann. § 125.002 and it may be served by serving the registered agent of its owner, John Salcido, 2320 Teague Drive, Pecos, Texas 79772.

12. Defendant The Real Property Structures Known as 5410 N. Braeswood Blvd., Houston, Texas 77096 (“**In Rem Buildings Defendant**”), which are the Jackson Square apartment complex structures owned post-foreclosure by FS CREIT Nob Hill LLC⁹, is sued *in rem* under Tex. Civ. Prac. & Rem. Code Ann. § 125.002 and it may be served by serving that owner’s registered agent, C T Corporation System, at 1999 Bryan St., Ste. 900, Dallas, Texas 75201, USA.

VI. JURISDICTION AND VENUE

13. This Court has subject matter and personal jurisdiction over the cause and the parties. Tex. Civ. Prac. & Rem. Code Ann. § 125.002(a).

14. Venue is mandatory in Harris County because the nuisance to be enjoined is located in Harris County, Texas. Tex. Civ. Prac. & Rem. Code § 125.002(a).

VII. ACTS OF AGENTS

15. Whenever in this Petition it is alleged that one or more named defendants did any act, it is meant:

- a. that the defendants performed or participated in the act, or
- b. that the officers, agents, or employees of the defendants performed or participated in the act on behalf of and under the authority of defendants.

⁸ This land is the real property land listed in Exhibit A to the Special Warranty Deed (file no. RP-2025-159507) on file at the Harris County Clerk.

⁹ These structures are the improvements, buildings, structures, and fixtures on the real property listed in Exhibit A to the Special Warranty Deed (file no. RP-2025-159507) on file at the Harris County Clerk.

VIII. THE BUSINESSES RUNNING JACKSON SQUARE

Various entities and their organization

16. A consortium of four businesses, plus their agents, operate, control, and manage the apartment complex. The first two are Pecos and its directly controlled subsidiary, Jackson Managing Member. These two entities control and manage the apartment complex via multiple avenues of authority and control. Pecos owns the land under the apartment complex (the ground).

17. Jackson Managing Member (Pecos's subsidiary) is at the apex of a pyramid of limited liability companies (the "Braeswood Enterprise") which ultimately are involved in two things: (1) owning the apartment buildings themselves, and (2) leasing the premises (the ground) from Pecos. Upon reason and belief, as of filing, this entity continues to be involved with operating and maintaining the complex while ownership transitions to the new owner.

18. Business number three in the four-business consortium is Braeswood. Braeswood owned the land before transferring it to Pecos, and it still operates the apartment complex buildings.

19. As for operational structure, Braeswood operates under Jackson Managing Member, managing and operating the apartment complex on its behalf and under its direction.¹⁰ Jackson Managing Member is, accordingly, liable for any of Braeswood's unlawful conduct.

¹⁰ For example, filings with the Harris County Clerk demonstrate that Jackson Managing Member (and its main official, who also runs Pecos) are clearly in charge of entities that are part of Braeswood Enterprise, including specifically Braeswood (meaning Defendant 5410 N. Braeswood Blvd Houston LLC).

20. The fourth and final business in the consortium is Olive Tree Holdings, LLC (“Olive Tree”)¹¹. Since 2021, Olive Tree has held itself out as “***a local owner and operator*** of over 3,900 [apartment] units in the Houston MSA [metropolitan statistical area]”.¹² Also, it maintained an office in The Woodlands, boasting that it “bring[s] significant expertise and experience within (sic) owning and operating affordable housing properties within and around the City of Houston.”¹³

21. Olive Tree’s role at Jackson Square was consistent with the foregoing. Braeswood owned the Jackson Square buildings and it hired and contracted with Olive Tree to help with maintaining the premises, day-to-day operations, and property management tasks. Upon reason and belief, as of filing, this entity continues to be involved with operating and maintaining the complex while ownership transitions to the new owner.

22. For example, one contractor retained to maintain the premises would refer to Olive Tree as the “agent” of Braeswood (who was the listed building owner). And multiple public documents involving the complex show that Olive Tree must be notified when significant events occur. Therefore, Olive Tree is and was heavily involved in maintaining the complex.¹⁴

¹¹ Olive Tree often does or has done business as “Olive Tree Affordable Housing” and “Olive Tree Affordable Housing Development.”

¹² <https://www.businesswire.com/news/home/20210817005837/en/Olive-Tree-Affordable-Housing-Development-Announces-Second-Closing-within-the-Houston-Metro-The-Life-at-Grand-Oaks> (emphasis added).

¹³ *Id.* See also <https://web.archive.org/web/20240304070631/https://www.olivetreeaffordable.com/> (footer of Olive Tree webpage specifies their Houston-area office is located in The Woodlands at 1780 Hugues Landing Blvd.).

¹⁴ As an agent of Braeswood, upon reason and belief, Olive Tree had agents working under it, such as various property management firms involved in managing the complex. For example, a company known as “AFI” is the current property management firm. Such property management firms are agents of Olive Tree and Braeswood.

IX. PRINCIPAL-AGENT LIABILITY

23. Liability for maintaining a nuisance, as a result of the organizational and principal-agent structure of the aforementioned four-business consortium, is as follows.

- a. Braeswood is liable for the acts and omissions of its agents and subagents, including the acts and omissions of Olive Tree and Olive Tree's agents.
- b. Jackson Managing Member is liable for acts and omissions of its agents and subagents, including the acts and omissions of Braeswood and Braeswood's agents.
- c. Pecos is directly liable for the acts and omissions of Braeswood and is liable for the acts and omissions of its agents and subagents, including the acts and omissions of Jackson Managing Member (the subsidiary it directly controls and operates).

24. This is the result of these four businesses having delegated various duties and responsibilities among themselves, and because various principle-agent relationships existed and continue to exist.¹⁵

25. The pervasiveness of these businesses' intertwined relationships cannot be understated.

X. HOW JACKSON SQUARE'S OWNERS AND OPERATORS ABANDONED IT

26. The Jackson Square apartment complex became a nuisance because of its owners' and operators' intentional neglect.

¹⁵ For example, there is a key agreement between Braeswood and Pecos governing the day-to-day operation of the apartment complex. In that agreement, the same individual signed the agreement on behalf of both Braeswood (which is solely controlled by Jackson Managing Member) and Pecos.

27. At approximately the end of 2022 or beginning of 2023, based on publicly available lien filings, Jackson Square’s management team stopped paying its vendors and contractors, such as companies that were maintaining, repairing, or updating the premises. The significance is that to the extent any remotely reasonable attempts to abate on-premises criminal activity had previously occurred, even those attempts to abate began to wane. In other words, any resources available to abate the nuisance were cut off because the complex owners and operators were financially starving the apartment complex.

28. Financial starvation continued through 2025 and into 2026. Even after the City of Houston sued due to frequent on-premises criminal activity, the owners and operators refused to pay for security services. For example, no one would pay the bill for security services from November and December 2025 (which appear to have been instituted after the City of Houston’s lawsuit).

29. The result is that by 2026 the owners and operators were clearly no longer making reasonable attempts to abate criminal conduct.

XI. PERSONS HABITUALLY GO TO THE COMPLEX TO COMMIT CRIMINAL ACTS

30. Over a span of more than three years, from at least May 2023 through September 2026, the Houston Police Department (“HPD”) responded to and documented the following criminal activity occurring on the Property. Each incident reflects an activity enumerated in § 125.0015(a), and their frequency is, by statute, prima facie evidence Defendants knowingly tolerated the activity, § 125.004(a).

Overall, they show a continuous and recurring pattern of violent, firearm-related, and narcotics-related criminal activity occurring at Jackson Square.

- a. On September 1, 2026, HPD documented a call by a witness stating he heard multiple gunshots fired outside of his apartment at the Property. When the witness exited the apartment, he found a dead dog in the flower bed behind his apartment. HPD arrived on scene and located one bullet casing on the Property.
- b. On April 8, 2026, HPD documented an aggravated assault with a deadly weapon on the Property. The complainant was shot in the foot. While the suspect escaped by the time HPD arrived, HPD found seven bullet casings on the Property.
- c. On March 24, 2025, HPD documented an aggravated robbery incident on the Property involving a firearm and a home invasion.
- d. On August 17, 2024, HPD documented an aggravated assault with a deadly weapon that occurred on the Property. The complainant was shot multiple times in the legs by one or more men which were hanging out around his apartment. The shooting incident occurred at one of the entrance gates of the apartment complex.
- e. On June 28, 2024, HPD documented an aggravated robbery with a deadly weapon that occurred on the Property. The complainant stated he was robbed at gunpoint while walking to his niece's apartment. Two suspects were arrested for this incident.
- f. On April 27, 2024, HPD documented the discharge of a firearm on the Property. When officers arrived, they observed a male discharging his firearm into the air in public. He attempted to evade them but was ultimately arrested at the scene.
- g. On January 1, 2024, HPD documented an arson which had occurred on the Property. Approximately fifteen dumpsters were set on fire in three hours. One of the fires spread to two vehicles causing damage to both vehicles.
- h. On October 29, 2023, HPD officers documented an aggravated assault with a deadly weapon in progress and made an arrest at the Property. The assault occurred in the parking lot of the Property.

- i. On October 12, 2023, HPD documented an aggravated assault with a deadly weapon on the Property but were unable to make an arrest.
- j. On October 1, 2023, HPD officers documented an aggravated robbery in the parking lot at the Property. The suspect pointed a firearm at the victim and stole her vehicle along with her valuables inside it.
- k. On September 19, 2023, HPD officers documented one or more individuals discharging a firearm on the Property. HPD located several fired cartridge casings in the parking lot and observed vehicles with bullet holes.
- l. On September 10, 2023, HPD officers documented a major assault with a deadly weapon at the Property. Multiple individuals suffered gunshot wounds. HPD located fired casings in the parking lot area and courtyard area of the Property.
- m. On August 30, 2023, HPD officers responding to a disturbance call on the Property ultimately arrested an individual for possession of methamphetamine with intent to deliver.
- n. On August 18, 2023, HPD conducted a narcotics search warrant on the Property which resulted in an arrest for possession of methamphetamine with intent to deliver.
- o. On August 17, 2023, HPD responded to a call regarding three individuals discharging firearms on the Property.
- p. On May 5, 2023, HPD responded to a call regarding three individuals discharging firearms on the Property.

31. Upon reason and belief, previous filings in this lawsuit demonstrating additional criminal conduct further establish that the apartment complex constitutes a nuisance.¹⁶

¹⁶ See, e.g., Dkt. No. 127777026 (Exhibit A to City of Houston's Second Amended Petition showing over 800 calls for service to the Houston Police Department reporting potential criminal activity involving the apartment complex).

32. Additionally, the majority of the violent crime occurred in the public areas of the complex, areas that all defendants in this case are involved with maintaining due to, for example, their organizational structure, contractual relationships, and any other principal-agent relationships.

33. Furthermore, upon reason and belief, due to the persistent nature of the criminal activity occurring at the complex, all defendants have been on notice of the persistent crime problem, at least since they received notice of this lawsuit in the first half of 2025.

34. Each of these incidents is enumerated as a basis for a common nuisance under § 125.0015(a), such as incidents involving the discharge of a firearm on the Property, aggravated assaults with a deadly weapon (in which complainants were shot), aggravated robberies committed with a firearm, arson, and narcotics offenses involving the possession of methamphetamine with intent to deliver.

35. In conclusion, Defendants knowingly tolerated the unlawful § 125.0015(a) activities.

XII. DEFENDANTS' FAILURE TO ABATE THE NUISANCE

36. The following examples further demonstrate Defendants' neglect and how they have not made reasonable attempts to abate the criminal activity.

- a. The complex has no security or courtesy officers at the time of filing, and, upon reason and belief, has had them infrequently in the past and never had them in 2026.
- b. All or substantially all of the vehicle gates for the complex have been inoperable and have been always kept open.

- c. All or substantially of the pedestrian gates for the complex have been kept unlocked at all times.
- d. The exterior lighting throughout complex is inadequate and in disrepair.
- e. Multiple apartments are abandoned and unsecured, with damage from water leaks and broken windows, for which municipal citations have been issued (thus demonstrating not only neglect, but disregard for legal requirements).
- f. Upon reason and belief, the Defendants have a pattern and practice of functionally abandoning entire buildings, which has led to fires or the harboring of individuals involved in unlawful activity.
- g. The City of Houston has issued multiple citations for discharging sewer waste into the storm water system, failure to maintain plumbing or sewer/drainage in a sanitary condition, for failure to remove the accumulated trash, ineffective pest control, and hazardous open electrical wiring.
- h. Additionally, there are at least three severely fire-damaged buildings that constitute dangerous buildings. No permits have been sought by the Operator to demolish them and they remain unsecured.

37. The foregoing shows Defendants made conscious decisions to neglect the complex in general and that no reasonable attempts were made to abate § 125.0015(a) incidents.

* * * *

38. In conclusion, Defendants have maintained and continue to maintain a common nuisance within the meaning of § 125.0015(a) and (b).

XIII. CAUSES OF ACTION AND CIVIL PENALTIES COMMON NUISANCE TEX. CIV. PRAC. & REM. CODE §§ 125.001–125.047

39. Plaintiffs incorporate and adopt by reference the allegations contained in every preceding paragraph of this Petition.

40. Chapter 125 of the Texas Civil Practice & Remedies Code defines a common nuisance. Section 125.0015(a) states “[a] person who maintains a property to which persons habitually go for [certain] purposes and who knowingly tolerates the activity and furthermore fails to make reasonable attempts to abate the activity maintains a common nuisance.” Section 125.004(a) provides that “[p]roof that an activity described by Section 125.0015 is frequently committed at the place involved or that the place is frequently used for an activity described by Section 125.0015 is prima facie evidence that the defendant knowingly tolerated the activity.”

41. As shown in this Petition, Defendants own, maintain, operate, or use the Property and knowingly tolerate the nuisance activity and further fail to take reasonable attempts to abate the nuisance activity. Tex. Civ. Prac. & Rem. Code §§ 125.002(b), 125.0015(a)(6), 125.0015(a)(18). This action is brought by the State and Harris County to request injunctive relief to abate this nuisance and enjoin Defendants from maintaining or participating in the nuisance and for any other reasonable requirements to prevent the continuance of the Property as a common nuisance. Tex. Civ. Prac. & Rem. Code § 125.002(b),(e).

42. Under § 125.002(e), if the petitioner prevails, “the court shall grant an injunction ordering the defendant to abate the nuisance and enjoining the defendant from maintaining or participating in the nuisance” Additionally, § 125.002(e) makes clear that, if the action is also brought *in rem*, then the “judgment must order that the place where the nuisance exists be closed for one year after the date of the judgement.”

43. Alternatively, § 125.046 provides that the Court may order the appointment of a receiver to manage a multiunit residential property to abate the nuisance, either on the Court's own motion or the motion of any party. The receiver may, among other things, take control of the property, collect rents, make repairs, purchase materials, and "exercise all other authority that an owner of the property would have except for the authority to sell the property." Tex. Civ. Prac. & Rem. Code § 125.046(e).

XIV. REQUEST FOR TEMPORARY AND PERMANENT INJUNCTION

44. Plaintiffs incorporate and adopt by reference the allegations contained in each and every preceding paragraph of this petition.

45. The evidence of unlawful activity occurring at the Property constitutes a showing of a common nuisance within the meaning of Chapter 125, an ongoing nuisance as of the time of this filing.

46. Defendants are likely to continue to maintain the Property as a common nuisance and allow the common nuisance to continue unless restrained by an injunctive order of the Court. Plaintiffs request the Court enter a temporary injunction and permanent injunction to abate the common nuisance described herein at the Property and to enjoin Defendants from maintaining or participating in the nuisance. Tex. Civ. Prac. & Rem. Code §125.002(e).

47. Plaintiffs request that upon issuance of injunctive relief each of Defendants be ordered to post a bond in the name of the State and Harris County to be forfeited to the State and County in the event of a violation by Defendants of the

injunction. Tex. Civ. Prac. & Rem. Code § 125.003. The bond must be payable to the State of Texas, be in the amount set by the Court, but no less than \$5,000 nor more than \$10,000, have sufficient sureties approved by the Court, and be conditioned that Defendants will not knowingly allow a common nuisance to exist at the Property. *Id.*

48. Based upon § 125.002 of the Texas Civil Practice and Remedies Code, if the judgment is in favor of Plaintiffs, the Court shall grant an injunction ordering Defendants to abate the nuisance and be enjoined from maintaining or participating in the common nuisance. The Court may include in the order reasonable requirements to prevent the use or maintenance of the Property as a nuisance. The judgment must order that the location where the nuisance was found is closed for one year. In the alternative, as permitted in § 125.046, Plaintiffs seek appointment of a receiver with the full authority to manage the property to abate the nuisance, to the full extent permitted under Chapter 125 of the Texas Civil Practice and Remedies Code.

49. In addition, in accordance with § 125.002(d) of the Texas Civil Practice and Remedies Code, a person who violates a temporary or permanent injunctive order is subject to the following sentences for civil contempt: a) a fine of not less than \$1,000 nor more than \$10,000; b) confinement in jail for a term of not less than 10 nor more than 30 days; and c) both a fine and confinement. If a defendant violates the temporary or permanent injunction, under § 125.045(b), the Court may make additional orders to abate the nuisance.

50. Additionally, Plaintiffs seek permanent injunctive relief. If final judgment favors Plaintiffs, the Court shall grant a permanent injunction ordering Defendants to abate the nuisance and be forever enjoined from maintaining or participating in the common nuisance existing on the property. The Court may include in its order reasonable requirements to prevent the use or maintenance of the place as a nuisance.

51. Plaintiffs request any additional or alternative injunctive relief deemed appropriate by this Court.

XV. ATTORNEY'S FEES AND COSTS

52. Plaintiffs request an award of their reasonable attorney fees, investigative costs, witness fees, court costs, and any other reasonable expenses incurred in bringing this lawsuit. Tex. Civ. Prac. & Rem. Code § 125.005.

XVI. VERIFICATION

53. Plaintiffs are not required to verify the allegations set forth in this petition, nor show any proof of personal injury by the acts complained herein. Tex. Civ. Prac. & Rem. Code § 125.002(a).

XVII. REQUIRED DISCLOSURES AND EXHIBIT DESIGNATION

54. Plaintiffs hereby notify Defendants that, pursuant to Texas Rule of Civil Procedure 194, they must make initial disclosures within thirty days after the filing of the first answer or general appearance. Plaintiffs further notify Defendants, pursuant to Texas Rule of Civil Procedure 194.4, they must provide an identification

of each document or other exhibit that they may present at trial at least 30 days before trial.

XVIII. TRIAL BY JURY

55. Plaintiffs request a jury trial and tender the appropriate jury fee with this pleading.

XIX. CONDITIONS PRECEDENT

56. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

XX. PRAYER

57. Plaintiffs respectfully request:

- a. After notice and upon a hearing on a temporary injunction, the Court order defendants to execute a bond payable to the STATE OF TEXAS at Harris County in an amount not less than \$5,000 nor more than \$10,000, with sufficient sureties approved by the Court, and conditioned that the Defendants will not maintain a common nuisance to exist at the apartment complex;
- b. The Court issue an order requiring Defendants to abate the common nuisance, including reasonable requirements to prevent the use or maintenance of the place as a nuisance;
- c. Upon final hearing, the Court order that the apartment complex be closed for one year after the date of judgment, or, in the alternative as permitted under the Texas Civil Practices and Remedies Code,

order the appointment of a receiver to take control of the apartment complex and manage it to abate the nuisance;

- d. The Court order any other legal remedy available under the laws of the State of Texas;
- e. The judgment of this Court be a judgment *in rem* against both the land and structures of the apartment complex, as well as against the respective owners thereof; and
- f. Upon final hearing, Plaintiffs have judgment against Defendants for attorney's fees, court costs, costs of suit, costs of investigation, witness fees, deposition fees, and for such other and further relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

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HARRIS COUNTY ATTORNEY

NEAL SARKAR
FIRST ASSISTANT COUNTY ATTORNEY

SARAH J. UTLEY
MANAGING COUNSEL,
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/s/ Daniel Zwart

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