

CAUSE NO. 2026-44344

HARRIS COUNTY, TEXAS,
Plaintiff,

v.

GLOBIX PALMS ROLLING, LLC d/b/a
THE PALMS ON ROLLING CREEK,
Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

80TH JUDICIAL DISTRICT

AGREED TEMPORARY INJUNCTION

Plaintiff, Harris County Texas, and Defendant, Globix Palms Rolling, LLC d/b/a The Palms on Rolling Creek (collectively, the “Parties”) present this Agreed Temporary Injunction to the Court.

By the duly authorized signatures below, the Parties stipulate to the Court the following:

1. The Parties understand the terms of the Agreed Temporary Injunction;
2. The Parties agree to the terms of this Agreed Temporary Injunction;
3. Defendant admits no liability by signing this Agreed Temporary Injunction or by complying with its terms;
4. Issuance and service of a writ of injunction as a prerequisite for enforcement of this Agreed Temporary Injunction is waived; and
5. All Parties waive any claims of duress or coercion.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT THIS AGREED APPLICATION FOR TEMPORARY INJUNCTION IS GRANTED AND APPROVED, AND THE DEFENDANT AND HIS AGENTS, ASSIGNS, SERVANTS, AND EMPLOYEES ARE HEREBY IMMEDIATELY, MANDATORILY, AND TEMPORARILY ENJOINED AS FOLLOWS:

I. DEFINITIONS

- (1) “Day” or “Days” shall mean calendar day(s).
- (2) “Defendant” shall mean Globix Palms Rolling, LLC d/b/a The Palms on Rolling Creek.
- (3) “Effective Date” shall mean the date the Court signs this Agreed Temporary Injunction.
- (4) “FMO” shall mean the Harris County Fire Marshal’s Office.
- (5) “Harris County” of “Plaintiff” shall mean Harris County, Texas, a political subdivision of the State of Texas.
- (6) “HCAO” shall mean the Harris County Attorney’s Office.
- (7) “Immediately” shall mean that the Defendant shall begin compliance no later than 5 o’clock P.M., Central Standard Time on the Effective Date with the applicable provision of the Injunction.
- (8) “Parties” shall mean Plaintiff and Defendant collectively.
- (9) “Property” shall mean the real property located at 17100 Rolling Creek Drive, Houston, Texas 77090.

II. TEMPORARY INJUNCTION

IT IS AGREED that the Defendant, its agents, servants, and employees and all persons acting in concert with, or on behalf of, or under the direct or indirect control of Defendant have **AGREED** as follows:

2.1 No later than August 7, 2026, Defendant shall provide notice to all tenants at the Property that the structural integrity of each building is going to be assessed by FMO and a licensed structural engineer or architect.

2.2 No later than seven (7) Days after the Effective Date, Defendant shall retain a licensed and certified structural engineer to assess the structural integrity of each building on the Property. Defendant must provide Plaintiff with the credentials of the engineer.

2.3 No later than seven (7) Days after the Effective Date, Defendant shall retain a licensed and certified electrician to conduct a comprehensive walkthrough of the Property and identify electrical hazards. The Defendant must provide Plaintiff with the credentials of the electrician.

2.4 No later than thirty (30) Days after the Effective Date, Defendant shall provide Plaintiff with a copy of the technical opinion and report of the engineer they are required to retain under Section 2.3, assessing the structural integrity of the Property's buildings.

2.5 No later than thirty (30) Days after the Effective Date, Defendant shall provide Plaintiff with a copy of the technical opinion and report of the electrician they are required to retain under Section 2.4, assessing what electrical improvements must be made at the Property.

2.6 No later than thirty (30) Days after the Effective Date, Defendant shall provide Plaintiff with a Property-wide verification to include the following information: (1) confirmation of the number of smoke detectors in each unit and confirmation of proper installation; (2) the manufacturer and expiration date for each smoke alarm; (3) confirmation that a fire extinguisher is physically present in each unit; (3) assessment of each fire extinguisher to ensure that each is within its required maintenance interval, meets the minimum rating required for residential use, and does not contain any signs of damage; (4) documentation of deficiencies including units with missing or expired materials; and (5) a timeline of corrective action to replace the smoke detectors and fire extinguishers in deficient units. The timeline for corrective action may not exceed thirty (30) Days from the Effective Date.

2.7 No later than seven (7) Days from the Effective Date and every seven (7) Days thereafter, Defendant shall prepare and submit to HCAO and FMO a written Status Report for each requirement of the injunctive provisions of this injunction. The Status Report shall describe (1) the work performed during the preceding 7-Day period; (2) the work expected to be performed during the next 7-Day period along with a general schedule for such work; and (3) the expected dates of completion of each task required in the injunctive provisions. If no work has been performed at the Property, the Status Report shall state that no work has been performed and provide an explanation as to why no progress was made towards complying with the injunctive provisions. Defendant shall submit the Status Report as well as any other documentation required by these injunctive provisions to each of the following by either email or First-Class Mail.

Lieutenant Joseph Lamont
Harris County Fire Marshal's Office
2318 Atascocita Road
Humble, Texas 77396
Email: Joseph.Lamont@fmo.hctx.net

Adrianna Ivory
Harris County Attorney's Office
1010 Lamar Street, 12th Floor
Houston, Texas 77002
Email: Adrianna.Ivory@harriscountytexas.gov

III. GENERAL PROVISIONS

IT IS FURTHER AGREED that if any provision of this Agreed Temporary Injunction is determined to be unenforceable or void for any reason, that to the extent permitted by the law, any other provision of this Temporary Injunction that is not affected by that determination shall remain in full force and effect.

IT IS FURTHER AGREED that pursuant to Texas Civil Practice and Remedies Code § 6.001, Harris County is not required to pay a filing fee or other security for costs and is not required to pay a bond prior to the Court granting an injunction.

IT IS FURTHER AGREED that nothing in this Agreed Temporary Injunction in any way restricts Harris County from enforcing its regulations.

IV. TRIAL SETTING

This matter is set for **TRIAL** on August 1, 2027 at 9:00 o'clock A.m.

SIGNED on the _____ day of _____, 2026.

Signed: 

8/11/2026

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

ABBIE KAMIN
Harris County Attorney

NEAL A. SARKAR
First Assistant County Attorney

SARAH J. UTLEY
Managing Counsel,
Affirmative and Special Litigation
and Environmental

BETHANY DWYER
Deputy Division Director, Environmental



Adrianna Ivory
Assistant County Attorney
Environmental Division
State Bar No. 24136911

Harris County Attorney's Office
1010 Lamar, 11th Floor
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Ryan Cooper

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**ATTORNEYS FOR PLAINTIFF
HARRIS COUNTY, TEXAS**

WEINBERG WHEELER HUDGINS GUNN & DIAL, LLC

/s/ Spencer Edwards

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**ATTORNEYS FOR DEFENDANT
GLOBIX PALMS ROLLING, LLC d/b/a
THE PALMS ON ROLLING CREEK**

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Ariel Daniel on behalf of Adrianna Ivory
Bar No. 24136911
Ariel.Daniel@harriscountytexas.gov
Envelope ID: 117868292
Filing Code Description: No Fee Documents
Filing Description: Agreed Temporary Injunction
Status as of 7/27/2026 3:43 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Kimberlee Barker		kbarker@wwhgd.com	7/27/2026 3:39:37 PM	SENT
Terri Brown		tbrown@wwhgd.com	7/27/2026 3:39:37 PM	SENT
Spencer Edwards		sedwards@wwhgd.com	7/27/2026 3:39:37 PM	SENT
Adrianna Ivory		Adrianna.ivory@harriscountytexas.gov	7/27/2026 3:39:37 PM	SENT