

After reviewing the pleadings, the Court finds this Agreed Judgment to be proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. DEFINITIONS

1.1. As used in this Agreed Judgment the words and terms set forth below shall have the following meanings:

- (1) "Agreed Judgment" shall mean this Agreed Final Judgment.
- (2) "Day" shall mean a calendar day.
- (3) "Defendant" shall mean Irfan Sheikh d/b/a Texas Farm Fresh Halal Meat.
- (4) "Discharge" means to deposit, conduct, drain, emit, throw, allow to seep, or otherwise release any pollutant, storm water, or any other substance whatsoever into the MS4 or into the waters of the United States, or to cause, suffer, allow, or permit any such introduction or addition.
- (5) "Effective Date" shall mean the date the Court signs this Judgment.
- (6) "Facility" shall mean the business located at 13221 Old Richmond Road, Suite A, Houston, Harris County, Texas 77083. The Facility includes animal holding pens, a building in which the animals are slaughtered, a refrigerated storage container, and concrete areas between these buildings.
- (7) "Harris County" shall mean Harris County, Texas, a political subdivision of the State of Texas.
- (8) "HCPCSD" shall mean Harris County Pollution Control Services Department.
- (9) "Immediately" shall mean no later than five (5) o'clock p.m., Central Standard Time on the third (3rd) calendar day after the Effective Date.

- (10) "Industrial Waste" shall mean waterborne liquid, gaseous, or solid substances that result from the holding of animals and their slaughtering that takes place at the Facility.
- (11) "Industrial Waste Tank" shall mean the underground tank located adjacent to the septic system that stores Industrial Waste prior to the time the Industrial Waste is hauled off-site.
- (12) "Municipal separate storm sewer system" or "MS4" shall mean the system of man-made conveyances owned or operated by a municipality, Harris County, or Harris County Flood Control District, and designed or used for collecting or conveying storm water and which is not used for collecting or conveying sewage.
- (13) "Parties" shall mean Harris County, the State, and Irfan Sheikh d/b/a Texas Farm Fresh Halal Meat, collectively.
- (14) "Plaintiffs" shall mean Harris County and the State.
- (15) "Pollutant" includes solid waste, biological materials, industrial waste, municipal waste, and agricultural waste discharged into the MS4 or any Water in the State.
- (16) "Pollution" shall mean the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to public health, safety, or welfare, or impairs the usefulness or public enjoyment of the water for any lawful or reasonable purpose.
- (17) "Refrigerated Waste Container" shall mean the storage container used to store feathers and inedible animal parts, depicted on **Exhibit A**.

- (18) "Sanitary sewer line" shall mean the line(s) at the Facility that convey only sewage.
- (19) "Sewage" shall mean waste that is primarily organic and biodegradable or decomposable and originates as human waste from certain activities, including the use of toilet facilities, washing, and bathing.
- (20) "Solid Waste" shall mean garbage, refuse, or other discarded material, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, municipal, commercial, mining, and agricultural operations.
- (21) "State" shall mean the State of Texas
- (22) "Storm Water" shall mean rainfall runoff, snow melt runoff, and surface runoff and drainage.
- (23) "Submit" shall mean to send by certified mail or by email to:

Lauren Hudson
Harris County Attorney's Office
1019 Congress, 15th Floor
Houston, Texas 77002
Lauren.Hudson@cao.hctx.net

Compliance Section Manager
Harris County Pollution Control
Services Department
101 South Richey, Suite H
Pasadena, Texas 77506
Pollution.control@pcs.hctx.net

- (24) "TCEQ" shall mean Texas Commission on Environmental Quality.
- (25) "Wastewater" shall mean water associated with Texas Farm Fresh Halal Meat's meat processing operation that is routed to drains or sewers, including but not limited to process water, wash water, and drainage from livestock unloading areas and holding pens.
- (26) "Water" shall mean groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state,

and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

2. STIPULATIONS

- 2.1. In agreeing to this Agreed Judgment the Parties hereby stipulate to the following:
- (1) Harris County and the State are duly authorized to bring the claims pursuant to state law.
 - (2) This Agreed Judgment represents a resolution of all claims placed in issue by and between Parties in this lawsuit.
 - (3) This Agreed Judgment complies with all statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.
 - (4) All Parties agree to the terms of the Agreed Judgment, request the Court to approve it, and waive the right to appeal its validity.
 - (5) All Parties agree that they actively participated in the negotiations leading up to this Agreed Judgment; they understand the duties placed upon them by this Agreed Judgment; they have read the terms of this Agreed Judgment; and this Agreed Judgment is not ambiguous.
 - (6) Defendant is willing to comply with the terms of the Judgment and waive the necessity of the issuance and service of writs of injunction pursuant to Rules 688 and 689 of the Texas Rules of Civil Procedure.
 - (7) This Judgment is enforceable pursuant to Rule 692 of the Texas Rules of Civil Procedure.

3. INJUNCTIVE RELIEF

IT IS ORDERED, ADJUDGED, AND DECREED that Irfan Sheikh d/b/a Texas Farm Fresh Halal Meat and its officers, agents, servants, and employees and all persons acting in concert with, on behalf of, or under the direct and indirect control of Irfan Sheikh d/b/a Texas Farm Fresh Halal Meat are enjoined as follows:

3.1. Immediately, Defendant shall maintain the areas used to hold animals at the Facility in a dry and clean condition;

3.2. Immediately, Defendant shall install drain plugs on all drains into which Industrial Waste enters and keep drain plugs on those drains at all times, except when Defendant washes the area near the drain plug and allows Industrial Waste to enter the drain;

3.3. Immediately, Defendant shall replace all broken or missing caps to the Sanitary Sewer Line and maintain the caps in working condition;

3.4. Immediately, and continuously thereafter, Defendant shall cease Discharging Industrial Waste, Solid Waste, or Wastewater, or any Storm Water comingled with Industrial Waste, Solid Waste, or Wastewater into or adjacent to the Waters in the State. In the event that a Discharge occurs:

- (1) As soon as possible and within 24 hours, Defendant shall notify HCPCSD of any Discharge of Wastewater by calling 713-920-2831 and detailing the Discharge; and
- (2) No later than 7 Days after any Discharge of any Wastewater, Defendant shall submit a written report to HCPCSD (attn.: Compliance Section Manager at pollution.control@pcs.hctx.net) describing the details of the Discharge,

including: (1) the cause of the Discharge, (2) the path of the Discharged Wastewater, and (3) any response action taken to stop the Discharge;

3.5. Immediately, Defendant shall ensure that the Refrigerated Waste Container is kept at a temperature of 40 degrees Fahrenheit or less at any time that any animal parts are stored inside the container;

3.6. Immediately, Defendant shall ensure that the Refrigerated Waste Container is varmint-proof and prevents odor, leakage, and spillage;

3.7. Immediately, Defendant shall remove any Solid Waste from the area around the dumpster and maintain that area in such a way that keeps the area free from Solid Waste;

3.8. Immediately, Defendant shall keep lids on the Industrial Waste Tank at all times, except when the system is being emptied by a licensed professional. Defendant shall replace lids immediately after the system has been emptied;

3.9. Immediately, Defendant shall ensure that no Industrial Waste is comingled with Sewage in the septic system;

3.10. No later than 7 Days after the Effective Date, Defendant shall repair any broken drain plugs and maintain the drain plugs in a working condition;

3.11. No later than 7 Days after the Effective Date, Defendant shall cut all vegetation within 10 feet of each Industrial Waste Tank lid, septic tank lid, or spray field head to a maximum length of 2 inches and maintain all vegetation at a maximum length of 2 inches;

3.12. No later than 14 Days after the Effective Date, Defendant shall have all inedible animals parts hauled off the Property by a licensed hauler. Defendant shall maintain a receipt of this transaction, and all other such transactions. Defendant shall make these receipts available to HCPCSD or to the TCEQ, upon their request;

3.13. No later than 21 Days after the Effective Date, Defendant shall install risers to each Industrial Waste Tank lid to ensure that the lids remain above the water level predicted during a 100-year flood;

3.14. No later than 25 Days after the Effective Date, Defendant shall take photographs of the installed risers and Submit the photos to Harris County.

4. CIVIL PENALTIES

4.1. Defendant shall pay Harris County the amount of TEN-THOUSAND DOLLARS AND NO CENTS (\$10,000.00) as a civil penalty. Defendant shall make full payment of this amount in accordance with Section 7 of this Agreed Judgment.

4.2. Defendant shall pay the State the amount of TEN-THOUSAND DOLLARS AND NO CENTS (\$10,000.00) as a civil penalty. Defendant shall make full payment of this amount in accordance with Section 7 of this Agreed Judgment.

5. ATTORNEYS' FEES

5.1. Defendant shall pay Harris County the amount of ONE-THOUSAND DOLLARS AND NO CENTS (\$1,000.00) in attorney's fees. Defendant shall make full payment of this amount in accordance with Section 7 of this Agreed Judgment.

5.2. Defendant shall pay the State the amount of ONE-THOUSAND DOLLARS AND NO CENTS (\$1,000.00) in attorney's fees. Defendant shall make full payment of this amount in accordance with Section 7 of this Agreed Judgment.

6. COURT COSTS

6.1. Defendant shall pay the Harris County District Clerk the amount of TWO-HUNDRED SIXTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$267.75) in court costs.

Defendant shall make full payment of this amount in accordance with Section 7 of this Agreed Judgment.

7. PAYMENT

7.1. All amounts required to be paid to Harris County in accordance with Section 6.1 of this Agreed Judgment, totaling TWO-HUNDRED SIXTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$267.75), shall be paid within thirty (30) Days of the Effective Date by one (1) certified check, which shall note "re: cause no. 2014-68582," and shall be made payable to "Harris County District Clerk, Chris Daniel" and shall be delivered by 4:30 p.m. on the day it is due to the Harris County Attorney's Office, Environment and Infrastructure Group, 1019 Congress Avenue, 15th Floor, Houston, Texas 77002, Attn: Lauren Hudson.

7.2. All amounts required to be paid to Harris County in accordance with Sections 4.1 and 5.1 of this Agreed Judgment, totaling ELEVEN THOUSAND DOLLARS AND NO CENTS (\$11,000.00), shall be paid in forty-three (43) installments in accordance with the payment plan outlined in Section 7.4 of this Agreed Judgment. All amounts required to be paid to Harris County shall be paid by certified check made payable to "Harris County, Texas for deposit into the General Fund," shall note "Cause No. 2014-68582," and shall be delivered to the Harris County Attorney's Office, Environment and Infrastructure Group, 1019 Congress Avenue, 15th Floor, Houston, Texas 77002, Attn: Lauren Hudson. The amount and deadline of each payment is listed in Table 7.4.

7.3. All amounts required to be paid to the State of Texas in accordance with Sections 4.2 and 5.2 of this Agreed Judgment, totaling ELEVEN THOUSAND DOLLARS AND NO CENTS (\$11,000.00), shall be paid in forty-three (43) installments in accordance with the payment plan outlined in Section 7.4 of this Agreed Judgment. All amounts required to be paid to the State of

Texas shall be paid by certified check made payable to the “State of Texas (AG# 143554624).” Checks shall be delivered to Division Chief, Environmental Protection Division, Office of the Attorney General, P.O. Box 12548, MC-066, Austin, Texas 78711-2548. The amount of each payment required to be paid is listed in Table 7.4.

[continued on next page]

Unofficial Copy Office of Chris Daniel District Clerk

Payment	Days after Effective Date	Harris County	State
1	30	\$1,666.66	\$1,666.66
2	60	\$1,666.67	\$1,666.67
3	90	\$1,666.67	\$1,666.67
4	120	\$150.00	\$150.00
5	150	\$150.00	\$150.00
6	180	\$150.00	\$150.00
7	210	\$150.00	\$150.00
8	240	\$150.00	\$150.00
9	270	\$150.00	\$150.00
10	300	\$150.00	\$150.00
11	330	\$150.00	\$150.00
12	360	\$150.00	\$150.00
13	390	\$150.00	\$150.00
14	420	\$150.00	\$150.00
15	450	\$150.00	\$150.00
16	480	\$150.00	\$150.00
17	510	\$150.00	\$150.00
18	540	\$150.00	\$150.00
19	570	\$150.00	\$150.00
20	600	\$150.00	\$150.00
21	630	\$150.00	\$150.00
22	660	\$150.00	\$150.00
23	690	\$150.00	\$150.00
24	720	\$150.00	\$150.00
25	750	\$150.00	\$150.00
26	780	\$150.00	\$150.00
27	810	\$150.00	\$150.00
28	840	\$150.00	\$150.00
29	870	\$150.00	\$150.00
30	900	\$150.00	\$150.00
31	930	\$150.00	\$150.00
32	960	\$150.00	\$150.00
33	990	\$150.00	\$150.00
34	1,020	\$150.00	\$150.00
35	1,050	\$150.00	\$150.00
36	1,080	\$150.00	\$150.00
37	1,110	\$150.00	\$150.00
38	1,140	\$150.00	\$150.00
39	1,170	\$150.00	\$150.00
40	1,200	\$150.00	\$150.00
41	1,230	\$150.00	\$150.00
42	1,260	\$150.00	\$150.00
43	1,290	\$150.00	\$150.00

8. PUBLIC NOTICE

8.1. The signature on this Agreed Judgment for the State is subject to the public notice and comment required by the Texas Water Code § 7.110. This Agreed Judgment will not be presented to the Court and the State's consent will not be effective until public notice of this Agreed Judgment has been published in the *Texas Register*, the public has been given thirty (30) days during which to comment to the State on the terms of this Agreed Judgment, and the State has re-affirmed its consent after considering any comments, by presenting the Agreed Judgment to the Court for signature and entry.

9. COLLECTION AND INTEREST

9.1. If any payments are not made in accordance with Section 7 of this Agreed Judgment, the County and State may execute and seek all lawful means of collection on the entire unpaid balance of the Agreed Judgment against Irfan Sheikh d/b/a Texas Farm Fresh Halal Meat.

9.2. Defendant shall pay post-judgment interest on all amounts awarded in this Agreed Judgment at the legal rate of five (5) per cent per annum, if such amounts are not paid pursuant Section 7 of this Agreed Judgment.

10. GENERAL PROVISIONS

10.1. This Agreed Judgment may be executed in multiple parts, which together shall constitute a single original instrument. Any executed signature page to this Agreed Judgment may be transmitted by facsimile transmission or email to the other Parties, which shall constitute an original signature for all purposes.

10.2. The Plaintiffs shall be allowed such writs and processes as may be needed for the enforcement and collection of this Agreed Judgment.

10.3. The Plaintiffs may abstract and record the Agreed Judgment in the exercise of its discretion and as permitted by law.

10.4. This Agreed Judgment shall not be construed in any way to relieve Defendant or its agents or contractors from the obligation to comply with any federal, state, or local law.

10.5. This Agreed Judgment shall not limit Defendant's responsibilities or liabilities for future violations of the Texas Water Code; the Texas Solid Waste Disposal Act; Title 30 of the Texas Administrative Code; the Texas Local Government Code; and the Regulations of Harris County, Texas for Storm Water Management, and all other applicable laws.

10.6. Each of the undersigned representatives of a party to this Agreed Judgment certifies that it is fully authorized to enter into the terms and conditions of the Agreed Judgment and to legally execute and bind that party to the Agreed Judgment.

10.7. All relief not specifically granted herein is denied.

10.8. This Agreed Judgment disposes of all Parties and all Claims.

SIGNED ON _____, 2016.

Signed:
4/25/2016



JUDGE PRESIDING

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AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

VINCE RYAN
Harris County Attorney

Lauren Druley Hudson

LAUREN DRULEY HUDSON
Assistant County Attorney
State Bar No. 24083213

Environment and Infrastructure Group
1019 Congress Avenue, 15th Floor
Houston, Texas 77002
Telephone: (713) 274-5258
Facsimile: (713) 437-4211
Email: lauren.hudson@cao.hctx.net

**ATTORNEYS FOR PLAINTIFF
HARRIS COUNTY, TEXAS**

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KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

PRISCILLA M. HUBENAK
Chief, Environmental Protection Division



ERIN K. RODMAN
State Bar No. 24093056
Assistant Attorney General
Environmental Protection Division
P.O. Box 12548, MC-066
Austin, Texas 78711-2548
Phone: (512) 475-4161 | Fax: (512) 320-0911
Email: erin.rodman@texasattorneygeneral.gov

ATTORNEYS FOR THE STATE OF TEXAS

Unofficial Copy Office of Chris Daniel District Clerk

Wm Harmeyer

WILLIAM F. HARMEYER
State Bar No. 09019000

WILLIAM F. HARMEYER & ASSOCIATES, P.C.
7322 Southwest Freeway, Suite 475
Houston, Texas 77074
Telephone: (713) 270-5552
Facsimile: (713) 270-7128
Email: wharmeyer@harmeylaw.com

ATTORNEY FOR DEFENDANT
IRFAN SHEIKH d/b/a TEXAS FARM FRESH HALAL MEAT

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