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The Business Court of Texas,
Fourth Division

JOHN J. ("JAY") PARKER, Jr., INDIVIDUALLY and on behalf of JOHN J. ("JACK") Sr. PARKER, and COUNTRY CLUB MANAGEMENT GROUP, INC. & TAPATIO SPRINGS FAMILY REAL ESTATE INVESTMENTS, LP & TAPATIO SPRINGS FAMILY UTILITY MANAGEMENT, LLC, TAPATIO SPRINGS FAMILY UTILITY MANAGEMENT, LP v. LYNZARA-AUSTIN REAL ESTATE MANAGEMENT, LLC & ROBYN REAL ESTATE INVESTMENTS, LP, ROBYN UTILITY INVESTMENTS MANAGEMENT, LLC	§	Cause No. 26-BC04B-0009

SYLLABUS[1]

Applying Texas Government Code Chapter 25A and Texas Business Organizations Code Chapter 11, the court concludes that because partnerships are under an existing receivership in a district court outside the Business Court's operating territory, the district court retains exclusive jurisdiction of the partnerships for the duration of the receivership.

[1] NOTE: The syllabus was created by court staff and is provided for the convenience of the reader. It is not part of the Court's opinion, does not constitute the Court's official description or statement, and should not be relied upon as legal authority.

2026 Tex. Bus. 62

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v.	§	
LYNZARA-AUSTIN REAL ESTATE MANAGEMENT, LLC & ROBYN REAL ESTATE INVESTMENTS, LP, ROBYN UTILITY INVESTMENTS MANAGEMENT, LLC	§	

OPINION AND ORDER

¶1 Before the court are Plaintiffs' Motion to Appoint a Receiver, filed on June 19, 2026; Defendants' verified response to Plaintiffs' First Amended Petition and

Motion for Abatement in the alternative, filed on July 13, 2026; Plaintiffs' reply and Defendants' Motion to Strike Plaintiffs' reply, both filed on July 20, 2026; Defendants' brief contesting the court's jurisdiction or, in the alternative, plea in abatement, filed on July 15, 2026; Plaintiffs' response to Defendants' plea to the jurisdiction, filed on August 5, 2026; and Defendants' supplemental brief contesting the court's jurisdiction, also filed on August 5, 2026.

FACTUAL AND PROCEDURAL BACKGROUND

¶2 This case arises from the breakdown of a long-running business relationship between Plaintiff John J. Parker and Michael Shalit concerning the operation of the Tapatio Springs Golf Resort and related real-estate developments in Kendall County, Texas. Am. Pet. ¶¶ 4.1–4.3, 4.6.

¶3 The parties agree the litigation between them began in 2012 in Kendall County, and that the 451st District Court of Kendall County placed the relevant business entities in a receivership in 2018. Am. Pet. ¶¶ 4.3, 7.1; Defs.' Juris. Br. at 1, Ex. A. The Kendall County court entered final judgment of the underlying suit earlier this year. Am. Pet. Ex. 4. In a severed portion of the suit, Shalit and Defendants are seeking review from the Texas Supreme Court, with briefing now underway. *See id.* Ex. 4 at 2–3; Pet. for Rev., *Shalit v. Tapatio Springs Real Estate Holdings, L.P.*, No. 26-0328 (Tex. May 13, 2026).

¶4 During the appeal, Plaintiffs sent notice that they were removing Shalit as general partner of the business entities. Am. Pet. ¶ 4.7, Ex. 5; Defs.' Juris. Br. Ex. E. Days later, Plaintiffs filed a motion in the original action asking the Kendall County court to convert the existing receivership into a liquidating receivership. Defs.' Juris. Br. Ex. E; Pls.' Reply Br. ¶ 4.5. The court denied the motion without a written order—extending the existing receivership instead. Defs.' Juris. Br. Exs. E, G, H; *see* Pls.' Reply Br. ¶¶ 4.3, 4.6.

¶5 By this suit, Plaintiffs now seek appointment of a liquidating receiver over three entities: Kendall County Development Company, LP ("KCDC"), Tapatio Springs Real Estate Holdings, LP ("TSREH"), and Tapatio Springs Utility Holdings, LP ("TSUH") (collectively "the Partnerships"). Plaintiffs also seek orders directing the Partnerships' dissolution, winding up, and termination.

¶6 After appearing in this newly filed suit, Defendants challenged the court's subject-matter jurisdiction in the parties' proposed scheduling order, so this court requested jurisdictional briefing. Defendants' filings that followed included their jurisdictional challenges and, in the alternative, a plea in abatement. The court commenced a hearing on the jurisdictional issues and on Plaintiffs' motion for a receiver. But, after Defendants objected to Plaintiffs' witnesses and sought a continuance, the court reset the hearing, inviting additional briefing concerning the court's subject-matter jurisdiction under Chapter 11 of the Business Organizations

Code. The parties then agreed to a supplemental briefing schedule and jointly asked the court to rule on the jurisdictional questions by written submission.

¶7 After considering the briefing and oral argument, the pleadings, and the relevant law, the court granted Defendants' plea to the jurisdiction in a written order signed August 31, 2026, for the reasons that follow.

LEGAL STANDARD

¶8 The standard for ruling on a plea to the jurisdiction depends on the basis for the jurisdictional challenge. First, as with the standard for Rule 91a dismissal, the plea should be granted if the defendant shows, based on the pleadings alone and taken as true, that "the allegations negate jurisdiction." *City of Austin v. Powell*, 704 S.W.3d 437, 447 (Tex. 2024).

¶9 A plea to the jurisdiction may also resemble a motion for summary judgment. *Id.* at 447–48. If the defendants "assert[] that the plaintiff has produced no evidence" to support jurisdiction or "attach[] evidence in an effort to conclusively negate jurisdiction," the plaintiff must respond by "produc[ing] enough evidence to raise a genuine issue of material fact to survive the plea." *Id.*

¶10 Finally, when analyzing jurisdictional challenges to a court's amount-in-controversy requirement, "the plaintiff's pleadings are determinative unless the defendant specifically alleges that the amount was pleaded merely as a sham for the purpose of wrongfully obtaining jurisdiction, or the defendant can readily establish that the amount in controversy is insufficient, as for example when the issue in dispute is a license or right rather than damages." *Bland ISD v. Blue*, 34 S.W.3d 547, 554 (Tex. 2000). The legal standard for determining a suit's jurisdictional amount in controversy is distinct from the standard for other jurisdictional challenges because a plaintiff might "otherwise . . . be required to try his entire case to show an entitlement to damages in excess of the court's jurisdictional limits." *Id.*; *see C Ten 31 LLC v. Tarbox*, 2025 Tex. Bus. 1, ¶ 46, 708 S.W.3d 223, 242 (3rd Div.).

ANALYSIS

¶11 The court must address its subject-matter jurisdiction as a threshold matter. *See Dubai Petroleum Co. v. Kazi*, 12 S.W.3d 71, 75 (Tex. 2000) ("For . . . state trial courts of limited jurisdiction, the authority to adjudicate must be established at the outset of each case, as jurisdiction is never presumed."). And, because "the concept of dominant jurisdiction may apply only when separate suits are filed in courts with concurrent jurisdiction," the court must determine whether it possesses jurisdiction of the suit before proceeding to Defendants' alternative request for abatement. *See Frost Nat'l Bank v. Fernandez*, 315 S.W.3d 494, 507–08 (Tex. 2010) (quoting *Schuele v. Schuele*, 119 S.W.3d 822, 824 (Tex. App.—San Antonio 2003, no pet.) (internal quotations omitted)).

A. Chapter 25A grants the Texas Business Court limited jurisdiction over specified actions.

¶12 "Subject-matter jurisdiction refers to a court's statutory or constitutional power to adjudicate a case." *Guardianship of Fairley*, 650 S.W.3d 372, 379 (Tex. 2022). This court derives its power from Article V of the Texas Constitution and from statute—specifically, from the Government Code's new Chapter 25A. *See Brown v. Exxon Mobil Corp.*, 2026 Tex. Bus. 35, ¶ 18, __S.W.3d__, 2026 WL 1531165, at *4 (11th Div.) (citing TEX. GOV'T CODE §§ 25A.002, 25A.005).

¶13 Under Chapter 25A, the business court's jurisdiction is "more circumscribed than that of the district courts in the state." *Id.* Specifically, "the business court has civil jurisdiction concurrent with district courts in [specified categories of] actions, including actions in which a district court has exclusive jurisdiction, in which the amount in controversy exceeds $5 million," excluding fees and costs. TEX. GOV'T CODE § 25A.004(b). Among the categories of actions this court can hear are those "arising out of the Business Organizations Code," which no one disputes this suit does. *See id.* § 25A.004(b)(7).

¶14 Plaintiffs filed this suit in the Fourth Division of the Texas Business Court, which is "composed of the counties composing the Fourth Administrative Judicial Region," including Bexar County. TEX. GOV'T CODE § 25A.003(f). The district court presiding over the original lawsuit sits in Kendall County, which is in the Sixth

Administrative Judicial Region—beyond the Texas Business Court's current operating territory. *See id.* § 25A.003(h); *id.* § 74.042(g).

B. The Business Organizations Code specifies which district courts have jurisdiction of an action for a Texas partnership's receivership and dissolution.

¶15 Plaintiffs' Amended Petition seeks (1) appointment of a liquidating receiver under Sections 11.402 and 11.405 of the Texas Business Organizations Code and (2) dissolution, winding up, and termination of the Partnerships under Section 11.314 of the Code.

¶16 Under the first relevant section of the Business Organizations Code, entitled "JURISDICTION TO APPOINT RECEIVER," a district court in the county in which a domestic partnership's registered office or principal place of business is located has jurisdiction to appoint a receiver for the entity. TEX. BUS. ORGS. CODE § 11.402(b). If the court has jurisdiction of the partnership's property and business under Section 11.402(b), the court may order liquidation and "appoint a receiver to effect the liquidation." *Id.* § 11.405(a). Likewise, "[a] district court in the county in which [a partnership's] registered office or principal place of business" is located has jurisdiction to order the entity's involuntary winding up and termination under the conditions pleaded by Plaintiffs. *Id.* § 11.314; *see* Am. Pet. ¶ 5.1. The Code also specifies that "[a] receiver may be appointed for a domestic entity or for a domestic entity's property or business **only** as provided for and on the conditions set forth in this code." *Id.* § 11.401 (emphasis added).

¶17 Chapter 11's statutory mandates are unequivocal. They vest jurisdiction to appoint a liquidating receiver and to order a winding up and termination only in a district court within the county of the partnership's registered office or principal place of business. *See Reciprocity Holdings, LLC v. Recens, Inc.*, No. 12-26-00102-CV, __S.W.3d__, 2026 WL 1882854, at *4–5 (Tex. App.—Tyler June 30, 2026, no pet.) (holding district court lacked jurisdiction to order receivership over an entity's property absent facts demonstrating that the court had jurisdiction over the property or that the entity's registered office or principal place of business was located in the relevant county). The court rejects Plaintiffs' argument that Section 11.314 "is not jurisdictional." The Code makes dozens of references to both *jurisdiction* and *venue*. Each term has a distinct meaning and effect that the Legislature is presumed to intend when using it. *In re Tex. Educ. Agency*, 619 S.W.3d 679, 687–88 (Tex. 2021) ("We presume the Legislature knows the law and drafts statutes with care, choosing each word for a purpose and purposefully omitting all other words.").

¶18 By extension, the Texas Business Court has concurrent jurisdiction over an entity's dissolution or receivership if the entity's principal place of business or registered office is within a county in one of the Court's operating divisions. *See*

TEX. GOV'T CODE §§ 25A.003, 25A.004(b); *e.g. Kampmann v. Smith*, 2026 Tex. Bus. 42, ¶ 29, __S.W.3d__, 2026 WL 2015841, at *6 (4th Div.) (holding in suit for dissolution that, based on location of registered office and principal place of business, "[t]he court with power to wind up the entities is therefore a Bexar County district court—or this court, exercising concurrent jurisdiction over actions arising out of the Texas Business Organizations Code").

C. During pendency of the receivership, the Kendall County district court retains exclusive jurisdiction of the Partnerships.

¶19 Another subchapter of the Business Organizations Code includes a more stringent jurisdictional rule that governs here: "A court that appoints a receiver under this subchapter for the property or business of a domestic entity has **exclusive jurisdiction over the domestic entity** and all of its property, regardless of where the property is located." TEX. BUS. ORGS. CODE § 11.408(b) (emphasis added).

¶20 The doctrine has long been recognized as "well established[,] that a court appointing a receiver has exclusive jurisdiction over the property subject to receivership." *Chimp Haven, Inc. v. Primarily Primates, Inc.*, 281 S.W.3d 629, 633 (Tex. App.—San Antonio 2009, no pet.). "The court's power over the receivership property continues until either the court relinquishes its jurisdiction over the suit, or the receiver is discharged and the property is restored to the persons who are entitled to it." *Id.* (internal citation omitted).

¶21 In this suit, Plaintiffs seek a liquidating receivership and dissolution of the three Partnerships. All parties agree that these same Partnerships were placed into receivership by the Kendall County court in 2018 and that the receivership is still in effect. Am. Pet. ¶¶ 2.10–2.12, 7.1, 8.2, 8.4; Defs.' Juris. Br. at 1. Indeed, Plaintiffs concede that they sought a liquidating receivership in Kendall County court and that the trial court declined to order that relief. Pls.' Reply Br. ¶ 4.6. Defendants direct the court to a recent Kendall County order that instead extends the existing receiverships until further orders or until exhaustion of any appeals of the court's judgment. Defs.' Juris. Br. at 2, Ex. H. Plaintiffs have also pleaded for dissolution in both this suit and in the Kendall County suit. Am. Pet. ¶¶ 5.2, 10.2; Pls.' Reply Br. Ex. 2, ¶¶ 5.1–5.3. Under the Kendall County orders, the current receiver retains broad powers over the Partnerships, including the full authority over their assets and operations as permitted under the relevant Texas statutes. Defs.' Juris. Br. Exs. A, H.

¶22 The Partnerships are domestic entities, and because "[a] receiver may be appointed for a domestic entity . . . only as provided for and on the conditions set forth in this code," the receiver was necessarily appointed under the relevant receivership subchapter of the Business Organizations Code. *See* TEX. BUS. ORGS. CODE § 11.401. Having "appoint[ed] a receiver under [the relevant] subchapter for the property or business of a domestic entity," the Kendall County 451st District

Court "has exclusive jurisdiction over the domestic entity and all of its property[.]" *Id.* § 11.408. And the Code's Chapter 11 granted the Kendall County court jurisdiction to appoint the receiver in the first instance according to Plaintiffs' own pleading, which admits that the principal place of business for all three Partnerships is in Kendall County—consistent with the Partnerships' operating agreements. No authenticated evidence in the record disproves that fact.

¶23 Nor did the Kendall County court's rendering of final judgment impair its exclusive jurisdiction. During postjudgment and appellate proceedings, the court may continue exercising jurisdiction over the three Partnerships, and the Kendall County court is doing so. *See Hill v. Hill*, 460 S.W.3d 751, 764 (Tex. App.—Dallas 2015, pet. denied) (holding that "a trial court has jurisdiction to appoint a receiver even while the main case is on appeal" and "judgments in the main case may be final even though a receivership continues.").

D. Plaintiffs present no authority that would divest the Kendall County court of exclusive jurisdiction during the receivership.

¶24 None of Plaintiffs' remaining arguments confer jurisdiction on this court. Plaintiffs look to the receivership statute in the Civil Practice and Remedies Code, which provides broadly that "[a] court of competent jurisdiction may appoint a receiver." TEX. CIV. PRAC. & REM. CODE § 64.001. But this general receivership statute does not override the specific jurisdictional grants in the Business Organizations Code, which by its terms creates the sole mechanism for receiverships of Texas entities **and** dictates exclusivity once a court has appointed a receiver. TEX. BUS. ORGS. CODE § 11.401 ("[a] receiver may be appointed for a domestic entity or for a domestic entity's property or business only as provided for and on the conditions set forth in this code."); *id.* § 11.408(b). Texas courts have long rejected arguments like Plaintiffs'. *See King Commodity Co. of Tex. v. State*, 508 S.W.2d 439, 446–47 (Tex. Civ. App.—Dallas 1974, no writ); *In re Est. of Hallmark*, 629 S.W.3d 433, 438–39 (Tex. App.—Eastland 2020, no pet.).

¶25 In *King Commodity*, the court held that the predecessor statutes to Chapter 11 of the Business Organizations Code vested exclusive authority to appoint a receiver for a corporation's assets and business in the district court of the county of the corporation's registered office. 508 S.W.2d at 446–47. The court expressly held that the "general statutes governing receivers," the predecessor to the statutory section relied upon by Plaintiffs, did not furnish an alternative basis to appoint a receiver in a different county. *Id.* at 446. More recently, the Eleventh Court of Appeals similarly held that the trial court lacked jurisdiction to order receivership of a partnership under Section 64.001 because the general receivership statute "must yield to the receivership provisions set out in the Business Organizations Code." *Hallmark*, 629 S.W.3d at 438–39. Section 64.001's requirement that a receiver be appointed by a "court of competent jurisdiction" cannot override the express statutory jurisdictional mandate for domestic entities. *See id.*; TEX. BUS. ORGS. CODE §§ 11.314, 11.402; 11.408.

¶26 Plaintiffs also contend that the Partnership agreements' designation of Bexar County as a place of performance creates jurisdiction in this court. *See* Am. Pet. ¶ 3.1 (citing TEX. CIV. PRAC. & REM. CODE § 15.035(a)). Section 15.035, however, is a venue statute that appears in a subchapter captioned "Permissive Venue." It governs where suit may be brought, not whether a court possesses subject-matter jurisdiction. *See In re Applied Chem. Magnesias Corp.*, 206 S.W.3d 114, 116 (Tex. 2006) ("Section 15.035 of the Civil Practice and Remedies Code is a permissive, not mandatory, venue provision dealing with written contracts.").

E. Chapter 25A does not grant this court concurrent jurisdiction over this suit.

¶27 The Texas Business Court does not have concurrent jurisdiction of this suit, based on the claims pleaded and relief requested. "A receiver has been said to be an arm or instrumentality of the court, holding possession of property for the court which appointed him." *First S. Props., Inc. v. Vallone*, 533 S.W.2d 339, 343 (Tex. 1976). "The rule prohibiting interference with property *In custodia legis* is derived from the exclusive jurisdiction which arises out of possession of the res." *Id.* at 342–43*; see Clark v. Clark*, 638 S.W.3d 829, 836 (Tex. App.—Houston [14th Dist.] 2021, no pet.) ("Once a trial court appoints a receiver, the receivership property is *in custodia legis*, or in the custody of the court."). "Nowhere is the doctrine enforced more stringently than when other courts attempt to interfere." *First S. Props., Inc.*, 533 S.W.2d at 343.

¶28 It is true that Chapter 25A grants the Texas Business Court concurrent jurisdiction over certain types of "actions in which a district court has **exclusive** jurisdiction," TEX. GOV'T CODE § 25A.004(b) (emphasis added). But, unlike other general jurisdictional statutes granting district courts exclusive jurisdiction over specified types of actions, Section 11.408 specifies exclusivity as to "a court that appoints a receiver"—any court. And, rather than confer jurisdiction over certain "actions," Section 11.408 confers exclusivity specifically over the entities and their property.

¶29 The Texas Supreme Court has long recognized that the exclusivity doctrine applies even to courts that would otherwise share concurrent jurisdiction, as it "for the time being disables other courts of co-ordinate jurisdiction from exercising a like power." *First S. Props., Inc.*, 533 S.W.2d at 343 (quoting *Farmers' Loan & Tr. Co. v. Lake St. Elevated Ry. Co.,* 177 U.S. 51, 61 (1900)). Considering the plain language of Chapter 11, the fiercely guarded exclusivity doctrine as it applies to court-appointed receivers, the breadth of the receivership orders here, and the longstanding rationale for vesting jurisdiction in a single forum while an arm of the court holds the entities and their property, the court concludes the Kendall County district court is the sole court with jurisdiction over the Partnerships.

¶30 In any event, the district court at issue lies outside the Texas Business Court's active operating divisions, so the court cannot derive its concurrent jurisdiction of this suit from the Kendall County district court. *See* TEX. GOV'T CODE §§ 25A.003; 25A.004(b); 25A.006(b)-(c) (describing transfer or dismissal procedures if business court lacks jurisdiction or determines venue is improper within any operating division of the court). Given that all requested claims and relief in this suit require exercising jurisdiction over the Partnerships or their property, the court concludes it does not share concurrent jurisdiction with the Kendall County district court.

¶31 In the event that the Texas Business Court lacks jurisdiction of a suit before it, Chapter 25A affords plaintiffs the option of either (1) transfer to a court of proper venue or (2) dismissal without prejudice to the party's rights. *Id.* § 25A.006(b). If proper venue lies outside any operating division of the Texas Business Court, plaintiffs may elect to transfer to a district court or county court of law of proper venue. *Id.* § 25A.006(c). At the hearing, the court instructed Plaintiffs to specify their election under Section 25A.006 when submitting their supplemental jurisdictional briefing, but they did not do so. Absent a request for transfer to any specified court, the court therefore dismissed the claim without prejudice to refiling. *See NGL Water Sols. Permian, LLC v. Lime Rock Res. V-A, L.P.*, 2025 Tex. Bus. 20,

¶ 22, 2025 WL 1445867, at *5 (11th Div.), *appeal dism'd,* No. 15-25-00098-CV, 2025 WL 3210624 (Tex. App.—15th Dist. Nov. 18, 2025).

¶32 Having determined the plea to the jurisdiction should be granted on this basis, the court need not reach Defendants' argument that the suit falls short of Chapter 25A's amount-in-controversy threshold or their alternative request for a plea in abatement based on the dominant-jurisdiction doctrine.

CONCLUSION AND ORDER

For these reasons, the court granted Defendants' plea to the jurisdiction, styled as Defendants' Brief Contesting the Court's Jurisdiction to Hear this Case.

The court finds no prejudice inures to Defendants from the court's consideration of the Plaintiffs' reply brief, particularly following the parties' additional opportunity for supplemental briefing and in light of the parties' election for written submission of the jurisdictional issues. The court orders that Defendants' motion to strike Plaintiffs' reply brief is DENIED.

SO ORDERED.

Stacy Rogers Sharp

STACY ROGERS SHARP
Judge of the Texas Business Court,
Fourth Division

SIGNED ON: September 4, 2026