

JOHN P. HENRY

JOHN HENRY & ASSOCIATES, PLLC · ROUND ROCK, TEXAS

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TEXAS BAR NO. 24055655 · ALSO ADMITTED IN COLORADO

AUGUST 2026

Civil trial lawyer, in practice since 2006, in Texas and Colorado – contract, real property, construction, partnership and fiduciary disputes, restaurant and restructuring work, tried and enforced through to collection.

SPEAKING · 2026

Implementation of Artificial Intelligence in an Actual Complex Chapter 11 Proceeding in 2026

– or, *How to Hire Special Counsel to Handle the Stuff in This Speech*

BANKRUPTCY BENCH BAR CONFERENCE, EASTERN DISTRICT OF TEXAS · WESTIN DALLAS STONEBRIAR · FRIDAY, 6 NOVEMBER 2026

Drawn from In re EEE Development, LLC, No. 26-80006-sgj11 (Bankr. N.D. Tex.). Presentation materials to follow.

SELECTED MATTERS

2020 – 2026

2026

In re EEE Development, LLC – involuntary Chapter 11

U.S. BANKRUPTCY COURT, NORTHERN DISTRICT OF TEXAS (DALLAS DIVISION) · NO. 26-80006-SGJ11 · CHIEF JUDGE STACEY G. JERNIGAN

INVOLUNTARY CHAPTER 11

438 CURE NOTICES

\$148,611,578 TREBLE EXPOSURE

Built the estate's entire Texas Finance Code ch. 305 usury case out of the original loan contracts alone. Reconstructed **438 obligations across 189 lenders** – principal of **\$121,141,847**, advances running from July 2016 against maturities out to 2027 – then computed the usurious excess on every one (**\$49,537,192.78**) and the statutory treble exposure (**\$148,611,578.34**), at effective rates from 11.87% to 36.43% and averaging 22.99%. Issued a notice of default and demand to cure on each, every notice carrying its own limitations date keyed to the four-year statute and to the separate accrual of each monthly receipt, so that no claim was surrendered to the running of time. Obligor include EEE Development, LLC, Greenville Construction, LLC, Texas Accent Homes South, LLC, E Radio Network, LLC and ATGG Management, LLC. Involuntary petition filed 8 May 2026 and an order for relief has since been entered; interest computed through 28 February 2026. The claims are estate assets, administered by the Chapter 11 trustee.

2026

Murphy v. Liberty Hill Construction, LLC and Thomas McGrath

26TH JUDICIAL DISTRICT, WILLIAMSON COUNTY · NO. 25-0131-C26

ALL CLAIMS DISMISSED

AFFIRMATIVE JUDGMENT

RECEIVER APPOINTED

Defense of a homebuilder and its principal. Plaintiffs' motion to compel arbitration denied on a finding that they had waived it by substantially invoking the judicial process. Every piece of their summary judgment evidence stricken – the declarations as unauthenticated hearsay and beyond a homeowner's competence, the late-designated expert under the mandatory exclusion of Rule 193.6. No-evidence summary judgment granted on **all** causes of action, dismissed with prejudice, and affirmative judgment for the client on its counterclaim of **\$28,338.90** plus **\$45,777.31** in fees. When the debtors began dissipating the estate, obtained a turnover order, an injunction and a post-judgment receiver under Tex. Civ. Prac. & Rem. Code § 31.002.

2026	Johnson and Farst v. Carnes 267TH JUDICIAL DISTRICT, DEWITT COUNTY · NO. 25-062-DCCV-00291 SUMMARY JUDGMENT IN FULL DEFENSES DISMISSED No-evidence and traditional summary judgment granted in its entirety on breach of two hunting leases. The defendant's response exhibits stricken by separate order, leaving her opposition supported by nothing but unsworn argument of counsel; waiver and estoppel dismissed with prejudice as a matter of law. Damages and \$19,394.12 in fees. On appeal, No. 13-26-000503-CV.
2026	Condemnation – Buda, Texas SETTLEMENT \$600,000 Settlement in condemnation proceedings.
2026	Chen v. Tabers THIRD COURT OF APPEALS · NO. 03-26-00151-CV ON APPEAL Appellate matter. Engaged to take the appeal from the judgment; appeal perfected, clerk's and reporter's records filed, and the appeal is pending.
2025	Aramcor, Inc. v. Tri Marsh Retail LLC WILLIAMSON COUNTY COURT AT LAW NO. 5 · NO. 24-0702-CC5 SUMMARY JUDGMENT \$73,587 AWARDED Both of the defendant's summary judgment declarations stricken – one for contradicting the defendant's own discovery responses, the other as conclusory. With the record cleared, no-evidence summary judgment granted against accord and satisfaction, failure of consideration, lack of privity and the Statute of Frauds, and traditional summary judgment granted on the contract claim. Judgment of \$44,658.57 plus \$28,929.12 in fees.
2025	Enterprise Holdings, Inc. v. Veritas Consulting LLC and James Wood HARRIS COUNTY COURT AT LAW NO. 4 · NO. 1230679 CLIENT DISMISSED Defense of the individually named defendant. Client dismissed from the suit; judgment ran against the corporate defendant alone.
2025	Lender dispute DEFENSE · BREACH OF CONTRACT \$1,290,000 DEFENDED Defense of client entity in a lender dispute.
2025	Partnership dispute – Round Rock, Texas BREACH OF CONTRACT CONFIDENTIAL SETTLEMENT Claims among partners, resolved confidentially.
2024	Medicare fraud allegations U.S. DISTRICT COURT, WESTERN DISTRICT OF TEXAS \$4,400,000 DEFENDED Defense of client entity and individual against Medicare fraud allegations.

2024	Mayne Pharma Commercial, LLC v. Medisol Plus, LLC U.S. DISTRICT COURT, NORTHERN DISTRICT OF TEXAS · NO. 3:23-CV-01589-K \$5,248,157.93 CLAIM CONFIDENTIAL SETTLEMENT Defense of a federal contract action over invoiced pharmaceutical product. Terms are subject to a confidentiality provision and are not stated here.
2022–23	Salt & Pepper Restaurants, Inc. v. Tight Ends Sports Bar & Grill, LLC and Dungan 56TH JUDICIAL DISTRICT, GALVESTON COUNTY · NO. 22-CV-0675 GARNISHMENT DISSOLVED BOTH MSJS DENIED Defense. An ex parte pre-judgment writ of garnishment dissolved on a Rule 664a motion and the order directing its issuance vacated, the court finding the application and its declaration failed Tex. Civ. Prac. & Rem. Code § 63.001(2)(B) as to both defendants and § 63.001(2)(A) as to the individual. The plaintiff then lost both of its summary judgment motions – partial summary judgment against the company and traditional summary judgment on the company's counterclaims – each denied by order of 7 February 2023.
2022–23	Business divorce – family limited partnership and estate DALLAS, TEXAS CONFIDENTIAL SETTLEMENT Wind-up of a family limited partnership running alongside a contested estate. Negotiated a global settlement and release resolving both proceedings on the eve of the jury setting, with all claims dismissed with prejudice. Terms confidential.
2022	Dram shop defense RESTAURANT CLIENT ALL CAUSES DISMISSED \$6,000,000 DEFENDED Dismissal of all causes of action against the restaurant on dram shop liability claims.
2022–23	Restaurant lease disputes – Houston and Dallas TWO RESTAURANT CHAINS CONFIDENTIAL SETTLEMENTS Separate confidential settlements of lease disputes for a Houston-area restaurant chain (2022) and a Dallas-area restaurant chain (2023).
2022	Wealth management dispute RECOVERY TO CLIENT CONFIDENTIAL SETTLEMENT Confidential settlement recovered for the client.
2020–21	Twisted Root Burger Co. · Truck Yard – Chapter 11 restructuring U.S. BANKRUPTCY COURT, NORTHERN DISTRICT OF TEXAS · FRUITION RESTAURANTS, LP, NO. 20-31993 (FILED 24 JULY 2020) AND RELATED DEBTORS CHAPTER 11 · 15 LOCATIONS REORGANIZATION & SALE Debtor-side Chapter 11 reorganization and sale of a fifteen-location restaurant group for its founder. Representation ran across the operating entities – Twisted Root in Deep Ellum, Richardson, Arlington, Bedford, Carrollton Square, Main Street Coppell, Lewisville Town Square, Lubbock, Mansfield, Roanoke, Tyler, Waco and Abilene, and Truck Yard in Dallas, Houston and The Colony – together with the franchise entity. Negotiated and papered the asset purchase agreements location by location, carried the landlord and lease matters throughout, and saw the group through corporate reorganization and post-confirmation accounting.

2017-19

Day Star Restaurant Holdings, LLC

MULTI-STATE LITIGATION AND REORGANIZATION

100 LOCATIONS

\$100,000,000 ANNUAL SALES

Corporate reorganization and asset sale of a nationwide chain of upscale steakhouses.

EARLIER REPRESENTATIVE MATTERS

2006 – 2017

2017	McCleskey v. Lowery Post-judgment recovery of \$135,000 from a judgment debtor.
2015-16	United Biologics, LLC v. Multiple Defendants \$3,000,000 recovered across a series of forty breach of contract cases, including default judgment in Bexar County and domestication and enforcement of the Texas judgment in Lafayette Parish, Louisiana.
2015	Pruett v. Pruett \$4,300,000 recovered in a dispute between former spouses over a family business.
2014	Southwest Retail Properties v. FSI-5434, LLC \$2,000,000 in assets recovered in a dispute between a secured creditor and a restaurateur borrower.
2014	Frio C Bar Ranch, L.P. \$1,450,000 recovered in a real estate dispute over ownership of a Hill Country ranch.
2014	Kattner v. MacArthur Take-nothing directed verdict for the defendant in a real estate dispute.
2014	Addison-Keller Springs, Ltd. v. Gallagher and Enty Judgment for the plaintiff in a real estate dispute.
2013	McEvers v. USAA Insurance · Kirk v. Isabel Insurance coverage disputes settled on terms favorable to the client.
2012	Cohen v. Island on Lake Travis, LP Judgment of \$501,000 in a breach of contract dispute over land ownership.
2012	Southwestern Retail Properties, Inc. v. EPI \$220,000 recovered in a dispute between a secured creditor and borrower.
2012	Southwestern Retail Properties, Inc. v. Mariachis de Jalisco Partial default judgment for the landlord. Williamson County, No. 11-0982-CC4.
2012	Graham v. Signor Slander and trade secret suit settled on terms favorable to the client.
2011	Deliverance Poker, LLC v. Mizrachi and Tiltware, LLC Take-nothing judgment on a \$4,000,000 breach of contract and tortious interference action.
2011	Sunland Enterprises, Inc. v. T.F.R. Enterprises, Inc. Dismissal of all causes of action in a \$250,000 contract action over the leaseback of construction equipment.
2011	Giles v. Hussain Judgment of \$104,000 in a partnership dispute.
2010	Rowland v. Signor \$4,000,000 in cash and real property recovered on claims against a partner for embezzlement and breach of fiduciary duty in a construction and ranching company.
2010	T.F.R. Enterprises, Inc. v. Walcott Summary judgment for the plaintiff on a \$120,000 contract action.
2010	Internal Revenue Service v. John Doe Agreed settlement eliminating \$550,000 in client tax liability.
2009	Cameron Unlimited v. Johnson Judgment for the plaintiff of \$117,000.
2008	Palacios v. Alba \$1,500,000 recovered in a real property ownership and probate dispute.
2008	McFay v. Johnson Custom Homes Judgment for the plaintiff of \$212,000 in a contract and construction defect case.
2008	Cusack v. Vana Judgment for the plaintiff on breach of fiduciary duty.
2007	Melton v. Georgetown Woodworks Take-nothing result on a \$1,100,000 construction defect claim.
2007	Reagan Lancaster v. Ernst & Young \$475,000 recovered on breach of contract and fiduciary duty claims involving an abusive tax shelter.
2007	Valichovsky v. Beans Family Properties, L.P. Libel and slander suit defended to bench trial dismissal.
2007	Internal Revenue Service v. Carter Agreed settlement eliminating \$630,000 in client tax liability.
2006	Rainwater v. Lewis Rice & Fingersh \$735,000 recovered on breach of contract and fiduciary duty claims involving an abusive tax shelter.

CREDENTIALS

EDUCATION

SMU Dedman School of Law

J.D., 2006 – *summa cum laude*, Highest Honors

Order of the Coif · SMU Law Review

Journal of Air Law & Commerce

SMU Cox School of Business

M.B.A., 2006

The University of Texas at Austin

B.A., History and Political Science, 2003

ADMISSIONS

State Bar of Texas

Admitted November 2006 · No. 24055655

State of Colorado

U.S. District Courts

N.D., S.D., E.D. and W.D. Texas

U.S. Bankruptcy Courts

N.D., S.D., E.D. and W.D. Texas

EXPERIENCE

John Henry & Associates, PLLC

Principal, 2007 – present · Round Rock
formerly Law Offices of John Henry, P.C.
(Dallas / Austin / Houston)

Law Offices of Stephen F. Malouf, P.C.

Associate, 2005 – 2007 · Dallas

Practice

Commercial and civil litigation · real property · construction · partnership and fiduciary disputes · Chapter 11 restructuring · appeals · post-judgment enforcement and receiverships

Prior results depend on the facts of each matter and do not guarantee or predict a similar outcome. Figures stated for a defence are what the client did not pay. Matters subject to a confidentiality provision are identified as such and no terms are stated.

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