

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
TEXAS, HOUSTON DIVISION

Visa Solutions, LLC v. Navajo Express, Inc.

Visa Solutions · No. H-25-1834 · Decided December 9, 2025

SUMMARY

The court addresses Navajo Express, Inc.'s motion to dismiss Visa Solutions, LLC's contract claims as barred by Texas's four-year statute of limitations. The court holds that Visa Solutions plausibly alleged a timely claim for certain cancellation fees, but failed to adequately allege that approval fees, weekly fees, or deductions from workers' paychecks accrued within the limitations period. The motion is granted in part without prejudice and denied in part, with leave to amend by January 9, 2026.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas, Houston Division
JURISDICTION	United States District Court for the Southern District of Texas, Houston Division
DECIDED	December 9, 2025
DOCKET	H-25-1834
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the plaintiff's contract claims as barred by Texas's four-year statute of limitations.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and determines whether the complaint contains sufficient factual matter to state a claim for relief that is plausible on its face.
PRECEDENTIAL VALUE	unpublished district court opinion; persuasive only

TOPICS

- breach of contract
- statute of limitations
- motions to dismiss
- contract interpretation
- commercial litigation

PRACTICE AREAS

- contracts
- civil procedure
- commercial litigation
- immigration

QUESTIONS PRESENTED

1. Whether Texas's four-year statute of limitations barred Visa Solutions's breach-of-contract claims for cancellation fees.
2. Whether the complaint plausibly alleged that approval fees accrued within the limitations period.
3. Whether the complaint plausibly alleged that weekly employment fees accrued within the limitations period.
4. Whether the complaint plausibly alleged that deductions from workers' paychecks accrued within the limitations period.
5. Whether Visa Solutions's equitable-estoppel claim stated an independent cause of action under Texas law.

HOLDINGS

1. The cancellation-fee claims based on workers whose recruitment was cancelled before April 22, 2021 were barred by limitations, but the complaint plausibly alleged a timely cancellation-fee claim concerning the 41 workers in the final stage of the EB3 process and the possible cancellation of the entire order in May 2021.
2. The complaint did not plausibly allege that any approval fees accrued after April 22, 2021, so the approval-fee claims were dismissed without prejudice.
3. The complaint did not plausibly allege that weekly employment fees accrued within the limitations period, so the weekly-fee claims were dismissed without prejudice.
4. The complaint did not plausibly allege that deductions from workers' paychecks accrued within the limitations period, so those claims were dismissed without prejudice.
5. The equitable-estoppel claim was dismissed because, under Texas law, equitable estoppel is an affirmative defense rather than an independent cause of action.

KEY QUOTATIONS

“A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” (at 5)

“A cause of action accrues “when facts come into existence that authorize a claimant to seek a judicial remedy.”” (at 6)

“Contract claims accrue “when the contract is breached.”” (at 6)

“For these reasons, Visa Solutions stated a claim that Navajo Express owes cancellation fees but did not state a claim that Navajo Express owes approval fees, weekly fees, or workers’ pay deductions.” (at 9)

FACTUAL BACKGROUND

Visa Solutions and Navajo Express entered into two Employee Recruitment Services Agreements under which Visa Solutions would recruit and process immigration-related applications for 160 foreign workers. The agreements provided for retainer, approval, weekly, cancellation, and worker-paycheck deduction fees. Navajo

Express allegedly suspended or cancelled portions of the recruitment process in March 2021 and later refused to pay outstanding invoices. Visa Solutions filed suit in April 2025, alleging that Navajo Express breached the agreements by failing to pay the various fees.

PROCEDURAL HISTORY

Visa Solutions sued Navajo Express on April 22, 2025, asserting breach of contract, breach of resulting or constructive trust, fraudulent concealment, and equitable estoppel. After Navajo Express filed an initial motion to dismiss, Visa Solutions amended its complaint. Navajo Express then moved to dismiss the amended complaint, and Visa Solutions defended only its contract claim. The court granted the motion in part without prejudice and denied it in part, allowing one final amendment.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. Visa Solutions may amend its complaint by January 9, 2026, to allege that approval fees, weekly fees, and worker-paycheck deductions accrued within the limitations period; the court stated that the next complaint would be the last and that further dismissals would be with prejudice.

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 556, 558, 570 (2007)
- Cuvillier v. Taylor, 503 F.3d 397, 401 (5th Cir. 2007)
- Iyer v. Syndigo LLC, No. H-25-2782, 2025 WL 2645911, at *3 (S.D. Tex. Sept. 15, 2025)
- Exxon Corp. v. Emerald Oil & Gas Co., L.C., 348 S.W.3d 194, 202 (Tex. 2011)
- Via Net v. TIG Ins. Co., 211 S.W.3d 310, 314 (Tex. 2006) (per curiam)
- Stine v. Stewart, 80 S.W.3d 586, 592 (Tex. 2002)
- IDA Eng'g, Inc. v. PBK Architects, Inc., No. 15-cv-1418, 2016 WL 5791674, at *2 (Tex. App.—Dallas Oct. 4, 2016, no pet.) (mem. op.)
- Spin Dr. Golf, Inc. v. Paymentech, L.P., 296 S.W.3d 354, 362 (Tex. App.—Dallas 2009, pet. denied)
- Lott v. Cougar Drilling Sols. USA, Inc., No. CV 22-1292, 2022 WL 3719976, at *5 (S.D. Tex. Aug. 29, 2022)
- In re Enron Corp. Sec., Derivative & “ERISA” Litig., 540 F. Supp. 2d 800, 808-09 (S.D. Tex. 2007)
- In re City Wide Cmty. Dev. Corp., 666 B.R. 320, 331 (N.D. Tex. 2025)

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