

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
TEXAS, DALLAS DIVISION

Park Lane Pizzeria, Inc. v. Northwood PL Holdings LP

Park Lane Pizzeria · No. 3:25-CV-02513-X · Decided February 9, 2026

SUMMARY

The United States District Court for the Northern District of Texas denied Northwood PL Holdings LP's Rule 12(b)(6) motion to dismiss claims by Park Lane Pizzeria, Inc. arising from alleged failures to supply condenser water required under a commercial lease. The court held that the statute-of-limitations defense was not clear on the face of the complaint because the plaintiff alleged a continuing contract and repudiation in October 2023.

CASE DETAILS

COURT	United States District Court for the Northern District of Texas, Dallas Division
WRITING FOR THE COURT	Brantley Starr
JURISDICTION	United States District Court for the Northern District of Texas, Dallas Division
DECIDED	February 9, 2026
DOCKET	3:25-CV-02513-X
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the complaint under Federal Rule of Civil Procedure 12(b)(6), asserting that the plaintiff's claims were barred by the statute of limitations.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded facts as true and construes the complaint liberally in the plaintiff's favor, but disregards conclusory statements and legal conclusions. A statute-of-limitations defense may support dismissal only when it is clear from the face of the complaint.
PRECEDENTIAL VALUE	Unpublished district-court memorandum opinion; precedential status is unknown in the provided metadata.

TOPICS

- motions to dismiss
- statute of limitations
- landlord tenant
- breach of contract
- civil procedure

PRACTICE AREAS

civil procedure

contracts

landlord tenant

commercial litigation

real estate

QUESTIONS PRESENTED

1. Whether the complaint should be dismissed under Rule 12(b)(6) because the plaintiff's claims were barred by the statute of limitations.
2. Whether the alleged continuing nature of the lease and the alleged October 2023 repudiation prevented the limitations defense from being established on the face of the complaint.

HOLDINGS

1. A statute-of-limitations defense may support dismissal on a Rule 12(b)(6) motion only when the defense is clear on the face of the complaint.
2. The motion to dismiss was denied because the complaint did not clearly establish that Park Lane's claims were barred by the statute of limitations.

KEY QUOTATIONS

“To survive a Rule 12(b)(6) dismissal, a complaint must “state a claim upon which relief can be granted.””
(paragraph citing Rule 12(b)(6))

“The complaint must allege sufficient facts “to state a claim to relief that is plausible on its face.””
(paragraph citing Twombly)

“And there must be enough facts for the Court to be able to “draw the reasonable inference that the defendant is liable for the misconduct alleged.”” (paragraph citing Iqbal)

“While the court can consider a statute of limitations argument on a Rule 12(b)(6) motion to dismiss, such a motion cannot be granted unless the limitations defense is clear on the face of the complaint.” (paragraph citing Seghers)

FACTUAL BACKGROUND

Park Lane Pizzeria, doing business as Grimaldi's, was a tenant under a lease with Northwood PL Holdings LP. The tenant alleged that Northwood repeatedly promised but continually failed to provide condenser water necessary for proper operation of the restaurant's HVAC system. The complaint characterized the lease as a continuing contract and alleged that Northwood repudiated the lease in October 2023.

PROCEDURAL HISTORY

Park Lane Pizzeria sued Northwood PL Holdings LP over alleged repeated failures to supply condenser water required for operation of the tenant's HVAC system under the parties' lease. Northwood moved to dismiss on statute-of-limitations grounds. The court denied the motion because the limitations defense was not clear on the face of the complaint.

DISPOSITION

other

CASES CITED

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498 (5th Cir. 2000)
- Seghers v. El Bizri, 513 F. Supp. 2d 694, 707 (N.D. Tex. 2007)
- Jones v. Alcoa, Inc., 339 F.3d 359, 366 (5th Cir. 2003), cert. denied, 540 U.S. 1161 (2004)
- Berry v. Bryan Cave LLP, 2010 WL 1946264, at *5 (N.D. Tex. 2010)

OPINION

Park Lane Pizzeria, Inc. v. Northwood PL Holdings LP

PER CURIAM.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

PARK LANE PIZZERIA, INC., §

§ Plaintiff, § § v. § Civil Action No. 3:25-CV-02513-X § §

NORTHWOOD PL HOLDINGS LP, §

§ Defendant. §

MEMORANDUM OPINION AND ORDER

Before the Court is Defendant Northwood PL Holdings LP's (Northwood Holdings) motion to dismiss (Motion). (Doc. 7). After reviewing the relevant filings and applicable law, the Court DENIES Northwood Holding's Motion. To survive a Rule 12(b)(6) dismissal, a complaint must "state a claim upon which relief can be granted."¹ The complaint must allege sufficient facts "to state a claim to relief that is plausible on its face."² And there must be enough facts for the Court to be able to "draw the reasonable inference that the defendant is liable for the misconduct alleged."³ In its evaluation, the Court construes the complaint liberally in favor of the plaintiff and accepts all well pled facts in the complaint as true.⁴ But conclusory statements or legal conclusions are not credited.⁵ 1 FED. R. CIV. P. 12(b)(6). 2 Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). 3 Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009). 4 Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498 (5th Cir. 2000). 5 See Ashcroft, 556 U.S. at 678. This case concerns a landlord-tenant dispute where the tenant, Park Lane Pizzeria, Inc., d/b/a Grimaldi's (Grimaldi's), claims that the landlord, Northwood Holdings, has continually violated the parties' lease agreement (Lease). Specifically, Grimaldi's alleges that Northwood Holdings "repeatedly promised but continually failed to supply Grimaldi's with the condenser water required for the proper operation of Grimaldi's HVAC system."⁶ Northwood Holdings filed this Motion

contending that Grimaldi's claims should be dismissed because the claims are barred by the statute of limitations. Grimaldi's counters that the Lease is a continuing contract and the breach of which did not occur until Northwood Holdings repudiated the Lease in October 2023. "While the court can consider a statute of limitations argument on a Rule 12(b)(6) motion to dismiss, such a motion cannot be granted unless the limitations defense is clear on the face of the complaint."⁷ Here, because Grimaldi's pled the parties' Lease is a continuing contract and Northwood Holdings repudiated the Lease in October 2023, the Court is unable to find on the face of Grimaldi's company a clear indication that its claims are barred by the statute of limitations.⁸

6 Doc. 1 at 1.

⁷ Seghers v. El Bizri, 513 F. Supp. 2d 694, 707 (N.D. Tex. 2007) (Fish, J.) (citing Jones v. Alcoa, Inc., 339 F.3d 359, 366 (5th Cir.2003), cert. denied, 540 U.S. 1161 (2004)). ⁸ To the extent the applicability of the continuing-contract doctrine to Grimaldi's claims presents a question of law, it is more appropriately addressed on a motion for summary judgment, after the record has been developed. Conversely, if the statute-of-limitations issue turns on fact-bound questions—such as the existence of a continuing lease obligation or the timing of any alleged repudiation—those issues are not suitable for resolution at the pleading stage and may ultimately be reserved for the fact-finder. See Berry v. Bryan Cave LLP, 2010 WL 1946264, at *5 (N.D. Tex. 2010) (Boyle, J.). Accordingly, Northwood Holding's Motion is DENIED. IT ISSO ORDERED this 9th day of February, 2026. LbnJa STARR

UNITED STATES DISTRICT JUDGE