

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Enviroserve, Inc. v. Denali Water Solutions, Inc.

Enviroserve · No. 1:25 CV 1877 · Decided February 25, 2026

SUMMARY

The United States District Court for the Northern District of Ohio denied Denali Water Solutions, Inc.’s motion to transfer venue to the Northern District of Texas under 28 U.S.C. § 1404(a). The court concluded that the relevant private and public interest factors did not strongly favor transfer and therefore gave substantial deference to Enviroserve, Inc.’s choice of Ohio as the forum.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Eastern Division
WRITING FOR THE COURT	Donald C. Nugent
JURISDICTION	United States District Court for the Northern District of Ohio, Eastern Division
DECIDED	February 25, 2026
DOCKET	1:25 CV 1877
DISPOSITION	denied
PROCEDURAL POSTURE	Defendant moved under 28 U.S.C. § 1404(a) to transfer the breach-of-contract action from the Northern District of Ohio to the Northern District of Texas. The court denied the motion.
STANDARD OF REVIEW	A district court exercises broad discretion under 28 U.S.C. § 1404(a), but the party seeking transfer bears the burden of showing that the relevant private- and public-interest factors weigh strongly in favor of transfer.
PRECEDENTIAL VALUE	Unknown

TOPICS

- venue
- civil procedure
- breach of contract
- contracts
- commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the action should be transferred from the Northern District of Ohio to the Northern District of Texas under 28 U.S.C. § 1404(a).
2. Whether the private- and public-interest factors, including the plaintiff's forum choice, convenience of parties and witnesses, location of evidence, applicable law, and relative local interests, strongly favored transfer.

HOLDINGS

1. Transfer was not warranted because Denali failed to meet its burden of showing that the relevant factors strongly outweighed the factors favoring maintenance of the Ohio forum.

KEY QUOTATIONS

“In order to warrant transfer, the balance of all relevant factors must weigh strongly in favor of transfer, and the burden is upon the party requesting the transfer to prove that this is so.” (at 3)

“Unless the balance is strongly in favor of the defendant, the plaintiff's choice of forum should rarely be disturbed.” (at 4)

“As Denali has not met its burden of showing that the factors in favor of a transfer of venue in this case strongly outweigh the factors in favor of maintaining the current forum, Plaintiff's choice of venue must be given deference.” (at 6)

FACTUAL BACKGROUND

Enviroserve, an Ohio corporation with its principal place of business in Ohio, sued Denali for allegedly unpaid invoices for food-waste collection and transportation services performed for Walmart locations nationwide, including in Texas and Ohio. Denali asserted that approximately 20% of the services occurred in Texas and 1.3% in Ohio, while most services occurred outside both proposed venues. Project assignments, management, invoicing, and payment processing involved Enviroserve personnel and operations in Ohio, while Denali maintained headquarters and several executives in Texas and also had an Ohio facility.

PROCEDURAL HISTORY

Enviroserve filed a breach-of-contract action in the Northern District of Ohio alleging that Denali failed to pay hundreds of invoices for completed services. Denali moved to transfer the case to the Northern District of Texas, Enviroserve opposed the motion, and Denali filed a reply. The court determined that the action could have been brought in either district but denied transfer because Denali failed to show that the relevant factors strongly favored Texas.

DISPOSITION

denied

CASES CITED

- Continental Grain Co. v. Barge F.B.L.-585, 364 U.S. 19, 27 (1960)
- Phelps v. McClellan, 30 F.3d 658, 663 (6th Cir. 1994)
- Cote v. Wadel, 796 F.2d 981, 985 (7th Cir. 1986)
- Tobien v. Nationwide Gen. Ins. Co., 133 F.4th 613, 618 n.2 (6th Cir. 2025)
- Moses v. Business Card Express, Inc., 929 F.2d 1131, 1137 (6th Cir. 1991)
- USA v. Cinemark USA, Inc., 66 F. Supp. 2d 881, 887 (N.D. Ohio 1999)
- West American Ins. Co. v. Potts, 1990 U.S. App. LEXIS 12513, 1990 WL 104034, at *2 (6th Cir. July 25, 1990)
- Kerobo v. Sw. Clean Fuels Corp., 285 F.3d 531, 537 (6th Cir. 2002)
- Reese v. CNH Am., LLC, 574 F.3d 315, 320 (6th Cir. 2009)
- Nicol v. Koscinski, 199 F.2d 537, 537 (6th Cir. 1951)

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