

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

Ease Logistics Services, LLC v. Ray's Transport, Inc.

Ease Logistics · No. 2:24-cv-3240 · Decided February 27, 2026

SUMMARY

The United States District Court for the Southern District of Ohio addresses cross-motions for summary judgment in a dispute arising from damaged automotive-battery shipments. The court denies the defendant’s motion as to the plaintiff’s breach-of-contract claim, grants it as to the negligence claim, and denies the plaintiff’s motion for summary judgment on indemnification. The court holds that the contractual indemnification provision governs and that a genuine dispute remains regarding the commercial reasonableness of the plaintiff’s settlement with its customer.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Elizabeth A. Preston Deavers
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	February 27, 2026
DOCKET	2:24-cv-3240
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for summary judgment in an action alleging breach of contract, failure of the duty of good faith and fair dealing, and negligence arising from damage to a shipment of automotive batteries.
STANDARD OF REVIEW	Summary judgment is appropriate under Federal Rule of Civil Procedure 56(a) when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court draws reasonable inferences in favor of the nonmoving party, and the nonmovant must designate specific facts showing a genuine issue for trial. Cross-motions are evaluated independently on their own merits.
PRECEDENTIAL VALUE	Unknown; district court order with no stated precedential status.

TOPICS

summary judgment

breach of contract

negligence

contract interpretation

commercial litigation

PRACTICE AREAS

contract law

negligence

civil procedure

commercial litigation

indemnification

QUESTIONS PRESENTED

1. Whether Defendant was entitled to summary judgment on Plaintiff's breach of contract claim based on the Agreement's liability provision.
2. Whether Defendant was entitled to summary judgment on Plaintiff's breach of contract claim based on the Agreement's indemnification provision.
3. Whether Defendant was entitled to summary judgment on Plaintiff's negligence claim because Plaintiff lacked evidence of a breach of the duty of care.
4. Whether Plaintiff was entitled to summary judgment on its indemnification-based breach of contract claim because its settlement with the customer was commercially reasonable as a matter of law.
5. Whether Ohio's common-law settlement-indemnity requirements under *Globe Indemnity Co. v. Schmitt* applied despite the Agreement's express indemnification provision.

HOLDINGS

1. Defendant was not entitled to summary judgment on the liability-provision theory because Plaintiff did not plead a breach of contract claim based on that provision, and the court could not grant summary judgment on a claim that did not exist.
2. Defendant was not entitled to summary judgment on Plaintiff's indemnification-based breach of contract claim because the Agreement did not require Plaintiff to prove that Defendant damaged the shipment in order to seek indemnification for a claim arising out of or connected with Defendant's transportation services.
3. Defendant was entitled to summary judgment on Plaintiff's negligence claim because Plaintiff failed to present significant probative evidence that Defendant breached its duty of care.
4. Plaintiff was not entitled to summary judgment because it failed to establish as a matter of law that its settlement with the customer was commercially reasonable under the Agreement, leaving a genuine dispute of material fact.
5. Ohio's common-law requirements under *Globe Indemnity Co. v. Schmitt* did not apply because the parties' express indemnification provision demonstrated their intent to deviate from the common law.

KEY QUOTATIONS

"The Court cannot grant summary judgment on a claim that does not exist." (PageID 85)

"The law in Ohio is clear that the Globe common-law requirements are inapplicable here." (PageID 529)

“The Ohio Supreme Court has expressly held “that the inclusion of an indemnification provision in a contract shows clear intent by the parties to deviate from the common law, and thus, the parties are not required to also include an express statement in the contract abrogating the common law for the common law not to apply.”” (PageID 530)

“CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (AS DEFINED BELOW) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT” (PageID 33)

FACTUAL BACKGROUND

The parties entered a Broker-Carrier Agreement governing Defendant's transportation services. Plaintiff arranged for Defendant to transport seventeen crates of automotive batteries from Wixom, Michigan, to Brownstown, Michigan; after delivery, the customer's inspection found three damaged batteries in one crate and determined that the shipment was unusable. Plaintiff settled the customer's claim for \$250,000, the maximum amount available under its contract, without independently inspecting the shipment or investigating the customer's assertion that the entire shipment was unusable, and then sought recovery from Defendant.

PROCEDURAL HISTORY

Plaintiff filed this diversity action against Defendant after settling its customer's claim for damaged automotive batteries. Defendant moved for summary judgment on all claims, and Plaintiff moved for summary judgment on its breach of contract claim based on the Agreement's indemnification provision. The court denied Defendant summary judgment on the breach of contract claim, granted Defendant summary judgment on the negligence claim, and denied Plaintiff's motion for summary judgment.

DISPOSITION

other

CASES CITED

- *Stransberry v. Air Wisconsin Airlines Corp.*, 651 F.3d 482, 486 (6th Cir.)
- *Vaughn v. Lawrenceburg Power Sys.*, 269 F.3d 703, 710 (6th Cir.)
- *Kimble v. Wasylyshyn*, 439 F. App'x 492, 495 (6th Cir.)
- *Celotex Corp. v. Catrett*, 477 U.S. 317-324 (1986)
- *Lee v. Metropolitan Government of Nashville & Davidson County*, 432 F. App'x 435, 441 (6th Cir.)
- *Cox v. Kentucky Department of Transportation*, 53 F.3d 146, 150 (6th Cir.)
- *Taft Broadcasting Co. v. United States*, 929 F.2d 240, 248 (6th Cir.)
- *Livingston v. Central States, Southeast & Southwest Areas Health & Welfare Fund*, 900 F. Supp. 108, 114 (E.D. Mich.)
- *American Civil Liberties Union of Kentucky v. Mercer County, Kentucky*, 240 F. Supp. 2d 623, 624-25 (E.D. Ky.), *aff'd sub nom. American Civil Liberties Union of Kentucky v. Mercer County, Ky.*, 432 F.3d 624 (6th

Cir. 2005)

- Mowry v. United States, No. 5:19-CV-00627, 2021 WL 1857132, at *1 (N.D. Ohio May 10, 2021)
- Mussivand v. David, 45 Ohio St. 3d 314, 318-19 (1989)
- Globe Indem. Co. v. Schmitt, 142 Ohio St. 595, 604 (1944)
- Wildcat Drilling, L.L.C. v. Discovery Oil & Gas, L.L.C., 2023-Ohio-3398, 172 Ohio St. 3d 160, 165, 222 N.E.3d 621, 628
- List Indus., Inc. v. Umina, No. 3:18-CV-199, 2021 WL 2916967, at *7 (S.D. Ohio July 12, 2021)
- Whitt Mach., Inc. v. Essex Ins. Co., 377 F. App'x 492, 495-96 (6th Cir.)

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