

OHIO COURT OF APPEALS, TENTH APPELLATE DISTRICT

BBI Logistics, L.L.C. v. GRS Transport, Inc.

2026-Ohio-1146 · No. 23AP-766 · Decided March 31, 2026

SUMMARY

The Ohio Tenth District Court of Appeals affirmed summary judgment for Travelers Property Casualty Company of America in BBI Logistics’ action arising from the rejection and loss of a shipment of frozen chicken. The court held that BBI’s untimely responses to requests for admission were properly deemed admitted, that the trial court did not abuse its discretion in denying a Civ.R. 56(F) continuance, and that the cargo theft exclusion negated coverage under the insurance policy. The court also concluded that BBI’s bad-faith claim failed because there was no coverage.

CASE DETAILS

COURT	Ohio Court of Appeals, Tenth Appellate District
WRITING FOR THE COURT	Mentel, J.; Boggs, P.J.; Beatty Blunt, J.
JURISDICTION	Ohio Court of Appeals, Tenth Appellate District
DECIDED	March 31, 2026
DOCKET	23AP-766
DISPOSITION	affirmed
PROCEDURAL POSTURE	BBI appealed the Franklin County Court of Common Pleas' grant of summary judgment to Travelers on BBI's breach-of-insurance-contract and bad-faith claims, as well as the trial court's rulings concerning default admissions, a Civ.R. 56(F) continuance, and the admissibility of summary-judgment evidence.
STANDARD OF REVIEW	The appellate court reviewed the grant of summary judgment de novo. It reviewed the denial of withdrawal or amendment of admissions, denial of a Civ.R. 56(F) continuance, and denial of the motion to strike for abuse of discretion. Issues not raised in the trial court were generally reviewed as forfeited and were not addressed.
PRECEDENTIAL VALUE	published
PARTIES	BBI Logistics, LLC v. Travelers Property Casualty Company of America

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the trial court properly deemed Travelers' requests for admission admitted after BBI failed to respond by the agreed deadline and properly denied BBI leave to withdraw or amend the admissions.
2. Whether the trial court abused its discretion by denying BBI a Civ.R. 56(F) continuance to conduct additional depositions.
3. Whether the trial court properly treated BBI's unresolved motion to strike as implicitly denied and properly considered the evidence supporting Travelers' summary-judgment motion.
4. Whether the cargo-theft exclusion excluded the frozen chicken from covered property under the insurance policy.
5. Whether Travelers was entitled to summary judgment on BBI's bad-faith claim because there was no breach of the insurance policy.

HOLDINGS

1. A party's failure to timely respond to requests for admission causes the matters requested to become admissions automatically under Civ.R. 36(A)(1). The trial court did not abuse its discretion by refusing to allow BBI to withdraw or amend its default admissions because BBI failed to show that withdrawal would promote presentation of the merits.
2. The trial court did not abuse its discretion by denying BBI's request for a Civ.R. 56(F) continuance.
3. When a trial court grants summary judgment without expressly ruling on a pending motion to strike or Civ.R. 56(F) motion, the motion is ordinarily presumed to have been denied. The trial court did not err in considering the challenged affidavits and documents.
4. The cargo-theft exclusion applied because the frozen chicken remained in a trailer at a nonterminal, nonfacility location for more than 24 hours and the time of loss could not be determined. The chicken therefore was not covered property under the policy.
5. Travelers was entitled to summary judgment on BBI's breach-of-contract claim because the loss involved property excluded from coverage. BBI's bad-faith claim also failed because an insurer that does not breach the policy when denying coverage cannot be liable for bad faith on that denial.

KEY QUOTATIONS

"Thus, failure to timely respond to requests results in the requests becoming admissions." (¶ 18)

"In sum, BBI's failure to timely respond to the requests for admission resulted in the requests becoming admissions." (¶ 26)

“BBI demonstrated a lack of diligence by making no attempt to conduct the depositions it needed to respond to summary judgment within the discovery period.” (¶ 39)

“Because the undisputed, admissible evidence in the record establishes the cargo theft exclusion applies, the frozen chicken is not covered property under the insurance policy.” (¶ 74)

FACTUAL BACKGROUND

BBI, a freight brokerage company, insured its logistics operations under a Travelers commercial inland marine policy. BBI arranged for GRS and its subcontractor, Summer Express, to transport frozen chicken from Alabama to Texas; during a winter storm, the trailer remained parked on a residential street in Louisiana for approximately four days, during which an intruder cut the seal and stole some chicken. The recipient rejected the entire shipment, and BBI reimbursed its client \$52,400. Travelers denied full coverage, relying on a cargo-theft exclusion for property kept in a vehicle at a location for more than 24 hours and for which the time of loss could not be determined.

PROCEDURAL HISTORY

BBI sued GRS and Travelers after a shipment of frozen chicken was rejected following a theft during transport. BBI obtained a default judgment against GRS. Travelers moved for summary judgment, arguing that the policy's cargo-theft exclusion precluded coverage. BBI did not oppose summary judgment on the merits, instead moving to strike evidence, seeking reconsideration of deemed admissions, and requesting a Civ.R. 56(F) continuance. The trial court denied reconsideration and granted summary judgment to Travelers, implicitly denying the other motions. The appellate court affirmed.

DISPOSITION

affirmed

CASES CITED

- Cleveland Trust Co. v. Willis, 20 Ohio St.3d 66, 67 (1985)
- Bankers Healthcare Group, L.L.C. v. Pozycki, 2025-Ohio-5421, ¶ 12 (10th Dist.)
- Commonwealth Cas. Ins. Co. v. Small, 2025-Ohio-184, ¶¶ 15, 17, 19 (10th Dist.)
- Autovest, L.L.C. v. Ruff, 2023-Ohio-2937, ¶ 15 (10th Dist.)
- Progressive Direct Ins. Co. v. Harrison, 2017-Ohio-8981, ¶¶ 9-10, 12
- Lakeview Loan Servicing, L.L.C. v. Amborski, 2016-Ohio-2978, ¶ 17 (6th Dist.)
- Kutscherousky v. Integrated Communications Solutions, L.L.C., 2005-Ohio-4275, ¶ 19 (5th Dist.)
- Kostelnick v. Helper, 2002-Ohio-2985, ¶ 13
- Huntington Natl. Bank v. Bywood, Inc., 2013-Ohio-2780, ¶ 5 (10th Dist.)
- Perpetual Fed. Savs. Bank v. TDS2 Property Mgt., L.L.C., 2009-Ohio-6774, ¶ 9
- Sultaana v. Ohio Dept. of Rehab. & Corr., 2025-Ohio-2312, ¶ 33 (10th Dist.)
- In re Estate of Carte, 2023-Ohio-4286, ¶¶ 44-47 (10th Dist.)

- *Pickens v. Kroger*, 2014-Ohio-4825, ¶ 18 (10th Dist.)
- *GMAC Mtge., L.L.C. v. Purnell*, 2014-Ohio-940, ¶¶ 12-13 (10th Dist.)
- *Arnold v. Columbus*, 2015-Ohio-4873, ¶ 24
- *Bank of Am., N.A. v. Mark*, 2013-Ohio-3575, ¶¶ 20, 24 (12th Dist.)
- *Singleton v. Ohio Concrete Resurfacing, Inc.*, 2007-Ohio-2012, ¶ 23 (10th Dist.)
- *Childs v. Kroger Co.*, 2023-Ohio-2034, ¶ 50 (10th Dist.)
- *CitiMortgage, Inc. v. Guinther*, 2013-Ohio-4014, ¶ 24 (10th Dist.)
- *Krukrubo v. Fifth Third Bank*, 2010-Ohio-1691, ¶ 19 (10th Dist.)
- *State ex rel. Gutierrez v. Trumbull Cty. Bd. of Elections*, 65 Ohio St.3d 175, 177 (1992)
- *State ex rel. Bradford v. Bowen*, 2022-Ohio-351, ¶ 11
- *Wu v. Northeast Ohio Med. Univ.*, 2019-Ohio-2530, ¶ 25 (10th Dist.)
- *In re Estate of Beatley*, 2024-Ohio-5109, ¶¶ 46, 55 (10th Dist.)
- *Nationstar Mtge., L.L.C. v. Payne*, 2017-Ohio-513, ¶ 20 (10th Dist.)
- *U.S. Bank Natl. Assn. v. George*, 2020-Ohio-6758, ¶¶ 15-16 (10th Dist.)
- *Amoako-Okyerere v. Church of the Messiah United Methodist Church*, 2015-Ohio-3841, ¶ 50 (10th Dist.)
- *In re P.S.*, 2026-Ohio-403, ¶ 79 (3d Dist.)
- *Wise v. Mayer*, 2006-Ohio-4654, ¶ 37 (2d Dist.)
- *Krewina v. United Specialty Ins. Co.*, 2023-Ohio-2343, ¶ 17
- *World Harvest Church v. Grange Mut. Cas. Co.*, 2016-Ohio-2913, ¶ 29
- *Sauer v. Crews*, 2014-Ohio-3655, ¶ 11
- *Big Bear Tracking Corp. v. Travelers Property Cas. Co.*, 2020 U.S. Dist. LEXIS 247759, *9 (C.D. Cal. Nov. 24, 2020)
- *A.J.R. v. Lute*, 2020-Ohio-5168, ¶ 15
- *McConnell v. Dudley*, 2019-Ohio-4740, ¶ 18
- *Zurz v. 770 W. Broad AGA, L.L.C.*, 2011-Ohio-832, ¶ 5 (10th Dist.)
- *White v. Westfall*, 2009-Ohio-4490, ¶ 6
- *West v. Bode*, 2020-Ohio-5473, ¶ 43
- *Robol v. Columbus*, 2025-Ohio-973, ¶ 64 (10th Dist.)
- *Deutsche Bank Natl. Trust Co. v. Stone*, 2021-Ohio-3007, ¶ 12 (10th Dist.)
- *Davis v. Diley Ridge Med. Ctr.*, 2025-Ohio-1940, ¶ 9
- *Tchankpa v. Ascena Retail Group, Inc.*, 2020-Ohio-3291, ¶ 20 (10th Dist.)
- *Washington v. Evans*, 2021-Ohio-587, ¶ 34 (10th Dist.)