[Cite as *Megalight, Inc. v. Reliable Final Mile Transport, L.L.C.*, 2026-Ohio-3635.]

COURT OF APPEALS OF OHIO

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

MEGALIGHT, INC.,	:	
Plaintiff-Appellee,	:	No. 115831
v.	:	
RELIABLE FINAL MILE TRANSPORT, L.L.C.,	:	
Defendant-Appellant.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: REVERSED AND REMANDED
RELEASED AND JOURNALIZED: September 17, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-24-990786

Appearances:

Gertz & Rosen, Ltd., and Colin G. Skinner, *for appellee*.

Gordon Rees Scully Mansukhani, LLP, David A. Campbell, and Donald G. Slezak, *for appellant*.

ANITA LASTER MAYS, J.:

{¶ 1} Defendant-appellant Reliable Final Mile Transport, L.L.C. ("Reliable") appeals for a second time from an order granting summary judgment in favor of plaintiff-appellee, Megalight, Inc. ("Megalight"). In *Megalight, Inc. v. Reliable Final Mile Transport, L.L.C.*, 2025-Ohio-841 (8th Dist.) ("*Megalight I*"), this court reversed an earlier grant of summary judgment for Megalight, holding that genuine issues of material fact existed for trial and that depositions would "be necessary on remand to posture the case for resolution whether by trial or settlement agreement." *Id.* at ¶ 33. On remand, following limited discovery, the trial court again granted summary judgment to Megalight, denied Reliable's cross-motion, dismissed Reliable's counterclaim with prejudice, and awarded Megalight $359,075.76 plus costs. For the reasons that follow, we again reverse and remand.

I. Facts and Procedural History

{¶ 2} The underlying facts are set forth at length in *Megalight I* and are summarized here. Megalight imports and sells low-energy light bulbs and related equipment. Reliable operates a storage warehouse in Brooklyn, Ohio. Beginning in September 2022, Megalight stored palletized inventory with Reliable under an oral, month-to-month arrangement documented only by an undated term sheet. The relationship deteriorated in 2023 amid disputed invoices, price increases that Megalight contends were imposed unilaterally and without notice, and Reliable's refusals to allow Megalight access to its inventory until disputed invoices were paid.

{¶ 3} On October 31, 2023, Reliable issued invoice W110123 for $4,000, described as a fixed November fee, "all moves included," payable November 1, 2023. Megalight protested but paid and removed a substantial number of pallets during November. On December 1, 2023, Reliable issued invoice W120123 raising storage fees to $5,000 and billing separately for November moves, payable the same day. Megalight sent two trucks to the warehouse that morning; one was loaded and the second was turned away. Reliable thereafter announced a rate of $2,500 per week. Megalight did not remove its remaining inventory until November 2024, after court intervention. Megalight contends 82 pallets of inventory, valued at $310,599.20, are missing; Reliable denies that any pallets are missing.

{¶ 4} Megalight sued in January 2024 for breach of contract, unjust enrichment, conversion, and declaratory judgment. Reliable counterclaimed for breach of contract and unjust enrichment and filed a notice of warehouse lien sale under R.C. 1307.209. The trial court granted Megalight summary judgment in October 2024; this court reversed in *Megalight I*, sustaining Reliable's first and second assignments of error because genuine issues of material fact existed regarding (1) whether Reliable unjustifiably refused to deliver Megalight's inventory, thereby losing any warehouse lien under R.C. 1307.209(E); (2) the applicable contract terms, including when Megalight received notice of the price changes under R.C. 1307.206(A); (3) whether any of Megalight's pallets are missing; and (4) whether either party is entitled to damages and in what amount. *Megalight*, 2025-Ohio-841, at ¶ 22-27 (8th Dist.).

{¶ 5} On remand, the parties deposed Dillon Jiang ("Jiang"), Megalight's president, and filed cross-motions for summary judgment supported by expanded affidavits from Jiang and from Gary Habeeb ("Habeeb"), Reliable's principal. Reliable also moved to compel production of documents and the depositions of three Megalight employees whom Jiang identified, Selina Chen, Fang Fang, and Karris Walker, and moved to strike paragraph 2 of the Jiang affidavit. The trial court denied the motion to compel and the motion to strike and, by journal entry dated October 20, 2025, granted Megalight's motion for summary judgment, denied Reliable's, dismissed Reliable's counterclaim with prejudice, found that Reliable "had no lien on Megalight's inventory and is liable for any property that it did not return," and entered judgment for Megalight in the amount of $359,075.76 and costs. The entry states its rulings without explanation or analysis. Reliable appeals, raising six assignments of error challenging the summary judgment on liability and damages, the credibility determinations inherent in that ruling, the denial of its motion to strike, the denial of its discovery, and the trial court's adherence to this court's mandate.

> Assignment of Error I: The trial court erred when it denied summary judgment on liability in favor of Appellant Final Mile Transport, LLC's ("Appellant") because Appellant had proven its claim for purposes of summary judgment argument. (Argument at B).
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> Assignment of Error II: The trial court erred when it granted summary judgment on liability in favor of Appellee Megalight, Inc. ("Appellee") because genuine issues of material fact existed for trial. (Argument at B).
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> Assignment of Error III: The trial court erred when it granted summary judgment on damages in favor of Appellee because genuine issues of material fact existed for trial. (Argument at B).
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> Assignment of Error III: The trial court erred by considering an affidavit that was made in bad faith and violated Rule 56(G) of the Ohio Rules of Civil Procedure. (Argument at D).
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> Assignment of Error IV: The trial court error when it denied Appellant's Motion to Extend the Discovery and Disposition Deadline and Motion to Compel Discovery Necessary and Relevant to this Court's June 13, 2025 Order (the "Discovery Motion"). (Argument C).

II. Law and Analysis

A. Standard of Review

{¶ 6} Appellate review of summary judgment is de novo. *Grafton v. Ohio Edison Co.*, 77 Ohio St.3d 102, 105 (1996). Under Civ.R. 56(C), summary judgment is appropriate only when (1) no genuine issue of material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can come to but one conclusion, and that conclusion is adverse to the nonmoving party. *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327 (1977). The moving party bears the initial burden of identifying those portions of the record demonstrating the absence of a genuine issue of material fact; only then must the nonmovant set forth specific facts showing that a genuine issue exists for trial. *Dresher v. Burt*, 75 Ohio St.3d 280, 292-293 (1996).

B. The Law of the Case and Genuine Issues of Material Fact

{¶ 7} Reliable's first three assignments of error are interrelated, and we address them together for ease of analysis. Reliable argues that the trial court's second summary judgment violated the law-of-the-case doctrine, resolved genuine issues of material fact this court had already identified, and rested on impermissible credibility determinations.

{¶ 8} "Absent extraordinary circumstances, such as an intervening decision by the Supreme Court, an inferior court has no discretion to disregard the mandate of a superior court in a prior appeal in the same case." *Nolan v. Nolan*, 11 Ohio St.3d

1 (1984), syllabus. The decision of a reviewing court remains the law of that case on the legal questions involved for all subsequent proceedings at both the trial and reviewing levels. *State ex rel. Baker v. State Personnel Bd. of Rev.*, 85 Ohio St.3d 640, 645 (1999). The doctrine is one of practice rather than a limit on jurisdiction, and a trial court may address matters left open by the mandate or genuinely changed circumstances. *Nolan* at ¶ 3; *see Fayette Drywall, Inc. v. Oettinger*, 2020-Ohio-6641, ¶ 12-13 (2d Dist.). Nor did the mandate forbid the parties from filing dispositive motions on remand; *Megalight I* itself treated the denial of leave for Reliable to move for summary judgment as harmless error. *Id.* at ¶ 36. What the mandate forbade was a resolution again, as a matter of law and on a materially unchanged record, of the same factual disputes that this court had determined could not be resolved under Civ.R. 56.

{¶ 9} Megalight characterizes *Megalight I* as a "procedural" ruling that left the merits open. We disagree with that characterization. In *Megalight I*, this court conducted de novo review of the summary-judgment record and expressly determined that genuine issues of material fact existed concerning the parties' contractual terms, Reliable's asserted warehouse lien, the circumstances surrounding the refusal to release inventory, the number of pallets allegedly missing, and damages. That determination did not prohibit consideration of a renewed summary-judgment motion supported by a materially developed record. Upon de novo review, the post-remand evidence did not eliminate the genuine issues of material fact identified in *Megalight I*.

{¶ 10} Megalight responds that changed circumstances, "new affidavits," and Jiang's deposition permitted the trial court to revisit summary judgment. The record does not bear that out. Megalight concedes that the Jiang affidavit supporting the second motion is "largely identical" to the affidavit this court considered in *Megalight I*; indeed, Megalight embraces the point, observing that "[p]ast events do not change" and that an affidavit describing the same events "should be largely identical" to its predecessor. (Appellee's brief at 27.) And for that very reason, an affidavit consistent with the affidavit this court already held generated triable issues supplies no changed circumstance. Habeeb's affidavit likewise addresses the same events. Nor did Jiang's deposition resolve the conflicts this court identified; if anything, it confirmed them. Jiang testified that he does not maintain Megalight's inventory records, does not know how often they are updated or in what form they are kept, and that the records identifying the allegedly missing pallets were maintained by an employee, Fang Fang, and have not been produced. Deposition testimony that undermines the sole supporting affiant's personal knowledge is not the kind of changed circumstance that liberates a trial court from a mandate finding triable issues; it is additional evidence that those issues remain triable.

{¶ 11} Our review remains de novo regardless of the trial court's stated rationale. See *Grafton*, 77 Ohio St.3d at 105. Because the trial court's entry did not explain the basis for its decision, we independently examine the record and the parties' briefing to determine whether the judgment can be sustained on any ground it supports, considering Megalight's arguments in support of affirmance. Megalight defends the judgment principally on the ground that the pallet-count paragraphs of the Habeeb affidavit, paragraphs 45 through 47, are conclusory, unsupported by attached records, contradicted by Reliable's own invoices, and therefore inadmissible "self-serving" averments that cannot create a genuine issue of material fact, citing *Wells Fargo Bank v. Blough*, 2009-Ohio-3672 (4th Dist.), and *Meyer v. Countrytyme Land, L.L.C.*, 2025-Ohio-151 (5th Dist.). But characterizing an affidavit as "self-serving" does not, standing alone, render it inadmissible under Civ.R. 56. The relevant inquiry is whether the affidavit satisfies Civ.R. 56(E) by setting forth specific facts based on personal knowledge that would be admissible in evidence. Megalight's inventory-tracking exhibit is itself a party-prepared demonstrative, compiled by an employee who was not deposed, from underlying records that Jiang conceded he neither keeps nor fully understands and that have not all been produced. Nor are Megalight's submissions free of the discrepancies it attributes to Reliable's: by Megalight's own account, its exhibits show a starting balance of 432 pallets on September 1, 2023, that "cannot be reconciled" with the 402 pallets reflected on Reliable's October invoice, a ten-pallet gap Megalight elected "not to make an issue of," and Megalight's own removal figures for late 2023 (168 pallets) exceed Habeeb's (156) for the same period. (Appellee's brief at 17-18.) Habeeb, for his part, points to bills of lading submitted by Megalight and to Reliable's invoices, the same documents Megalight reads differently. When each side's reading of the business records contradicts the other's sworn account, the discrepancy "can be resolved only by the trier of fact." *Turner v. Turner*, 67 Ohio St.3d 337, 341-342 (1993). Choosing Jiang's reconciliation of the invoices over Habeeb's is not an admissibility ruling; it is fact-finding.

{¶ 12} The same is true of the credibility rationale more broadly. Credibility questions arise at summary judgment when one litigant's statement conflicts with another's over a fact to be proved, and because resolution of the dispute will depend at least in part on credibility, summary judgment in such a case is inappropriate. *Turner* at 341-342; *see Byrd v. Smith*, 2006-Ohio-3455, ¶ 21. The number of pallets remaining in Reliable's warehouse after December 1, 2023, and therefore the lion's share of the $359,075.76 judgment, turns precisely on such a conflict. Nothing in the October 20, 2025 entry explains how the trial court arrived at that figure other than by adopting Jiang's pallet count in full, that is, by making "a fact determination of the number of pallets at issue." That determination was for trial. Thus, even apart from the law-of-the-case doctrine, the post-remand record does not satisfy Civ.R. 56(C). Determining the number and value of any unreturned pallets requires the resolution of competing evidence and reasonable inferences that must be left to the trier of fact.

{¶ 13} Megalight advances one further theory. It contends that *Megalight I* addressed only the undated March 2023 price notice and "did not address the December 1, 2023, invoice or price increase," leaving the December events open for the trial court to decide within the mandate. And because it is undisputed that the December 1 invoice was issued and became payable the same day, with no notice at all, Megalight reasons that, under R.C. 1307.206(A)'s 30-day-notice requirement, Reliable's refusal of access that morning was unjustifiable as a matter of law and that under R.C. 1307.209(E), the refusal extinguished any warehouse lien. The argument fails at both steps.

{¶ 14} First, *Megalight I* was not confined to the March 2023 notice. This court found genuine issues of material fact "concerning the applicable contract terms since it is not clear when Megalight received notice of the price changes," in the plural, and separately found genuine issues as to whether Reliable unjustifiably refused to allow Megalight to remove its inventory, expressly reciting the parties' competing accounts of the trucks Megalight sent on December 1, 2023. *Megalight*, 2025-Ohio-841, at ¶ 25 (8th Dist.). The December 2023 events were within the holding, not left open by it. Second, even accepting that the December 1 increase issued without notice, an "unjustifiabl[e] refus[al] to deliver" under R.C. 1307.209(E) is not mechanically synonymous with a refusal that follows a notice-defective price increase. Reliable's position is that access was conditioned on payment of amounts owed at the preexisting rates for November services; whether anything was lawfully owed, and whether a refusal pending payment of it was justifiable, are the very contract-terms disputes *Megalight I* reserved for trial. The statutory syllogism resolves the lien question only if the underlying account between the parties is first resolved, and resolving that account on this record is fact-finding. We do not minimize the force of Megalight's statutory and common-law arguments. The evidence concerning the December 1 price increase and Reliable's refusal of access could support a finding that Reliable unjustifiably refused delivery and thereby lost its lien under R.C. 1307.209(E). But that determination depends upon the resolution of the parties' disputed contractual obligations and the circumstances surrounding Reliable's refusal to release the inventory. *Megalight I* committed those questions to trial, and the summary-judgment record on remand, materially unchanged on these points, did not authorize their resolution again as a matter of law. Reliable's first, second, and third assignments of error are sustained to the extent they challenge the entry of summary judgment for Megalight. To the extent Reliable contends that it was itself entitled to summary judgment, that contention is overruled: the same disputed contract terms, internally inconsistent business records, and competing credibility of Jiang's and Habeeb's accounts that preclude judgment for Megalight likewise preclude judgment for Reliable. Neither side has shown that reasonable minds could reach but one conclusion in its favor on this record.

C. The Motion to Strike

{¶ 15} Reliable argues the trial court erred in declining to strike paragraph 2 of the Jiang affidavit, in which Jiang averred familiarity with Megalight's record-keeping practices, because Jiang testified at deposition that Fang maintains the inventory records and that he does not know how or how often they are updated. An affidavit that contradicts the affiant's unambiguous prior deposition testimony on a material fact raises a question that only the trier of fact may resolve, and a moving party's contradictory affidavit may not be used to obtain summary judgment. *Byrd*, 2006-Ohio-3455, at ¶ 25-29. Here, however, the tension between corporate familiarity with records and personal maintenance of them is interpretive rather than an unambiguous contradiction; striking the paragraph was not compelled. *Byrd's* exclusion rule and the Civ.R. 56(C) genuine-issue inquiry apply different thresholds to the same testimony. Striking an affidavit under *Byrd* requires an unambiguous, direct contradiction of the affiant's own prior sworn testimony on the same fact, a standard not met here. Whether that same equivocal testimony nonetheless bears on, or reinforces, a genuine issue of material fact is a separate and lower-threshold question, addressed in Part II.B. ante and answered in the affirmative. The proper consequence of the tension Reliable identifies is the one we have already given it: Jiang's equivocal command of the records confirms that Megalight's damages case could not be resolved on paper. The fourth assignment of error is overruled.

D. Discovery

{¶ 16} Reliable next challenges the denial of its motion to compel documents and the depositions of Chen, Fang Fang, and Walker. Discovery rulings are reviewed for an abuse of discretion. *See Johnson v. Abdullah*, 2021-Ohio-3304, ¶ 35. Megalight is correct that employee nonparties are generally compelled to deposition by subpoena rather than by notice, and Reliable did not subpoena the witnesses. But Jiang identified these individuals as the people with knowledge of the inventory records, the bills of lading, and the claimed lost profits, the very subjects this court held required development on remand. Because we reverse the trial court's grant of summary judgment on other grounds, we need not determine whether the trial court's discovery ruling was erroneous. Rather, the matter is remanded for further proceedings, including a possible trial. *See* App.R. 12(A)(1)(c). The trial court shall afford the parties a reasonable opportunity to complete discovery concerning the inventory records, bills of lading, damages, and other matters identified in *Megalight I*, utilizing subpoenas where Civ.R. 45 requires them. Accordingly, the fifth assignment of error is moot.

E. Reassignment on Remand

{¶ 17} Finally, Reliable asks this court to direct that the case be reassigned to a different judge on remand. A request to remove a common pleas judge is not properly raised as an assignment of error in a merits appeal. Even assuming this court possesses such authority, the record does not warrant it, and the proper vehicle is R.C. 2701.03 or an original action. Disqualification of a common pleas judge is committed to the Chief Justice of the Supreme Court of Ohio upon an affidavit of disqualification under R.C. 2701.03, and extraordinary relief compelling compliance with a mandate must be sought by original action, not by motion or briefing. *See State ex rel. Fifth Third Mtge. Co. v. Russo*, 2011-Ohio-3177. The sixth assignment of error is overruled. On remand the trial court shall proceed in strict conformity with this court's mandate. *Nolan*, 11 Ohio St.3d 1, at syllabus.

III. Conclusion

{¶ 18} Because genuine issues of material fact remain concerning the parties' contractual obligations, Reliable's asserted lien, the inventory allegedly withheld or missing, and damages, neither party demonstrated entitlement to judgment as a matter of law on this record. The judgment of the trial court is reversed. The October 20, 2025 order granting summary judgment to Megalight, denying Reliable's motion for summary judgment, and dismissing Reliable's counterclaim is vacated, and the cause is remanded for completion of discovery and further proceedings consistent with this opinion and *Megalight I*.

{¶ 19} Judgment reversed and remanded.

It is ordered that appellant recover from appellee costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing Cuyahoga County Common Pleas Court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

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ANITA LASTER MAYS, JUDGE

EMANUELLA D. GROVES, P.J., and
TIMOTHY W. CLARY, J., CONCUR