

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

Firestone Financial, LLC v. Globe Transport, Inc., et al.

No. 1:24CV2232, United States District Court for the Northern District of Ohio, Eastern Division (December 4, 2025)

SUMMARY

The United States District Court for the Northern District of Ohio grants Firestone Financial, LLC’s motion for default judgment against Globe Transport, Inc. and Umar Bidzhiev. The Court finds liability for breach of contract and breach of guaranty, dismisses the replevin and detinue claims with prejudice, and awards actual damages of \$165,957.62, with attorney’s fees and costs addressed in the opinion. The excerpted opinion discusses default-judgment standards, damages, prejudgment interest, and contractual fee recovery.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Eastern Division
WRITING FOR THE COURT	Pamela A. Barker
JURISDICTION	United States District Court for the Northern District of Ohio, Eastern Division
DECIDED	December 4, 2025
DOCKET	1:24CV2232
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment under Federal Rule of Civil Procedure 55(b) after the Clerk entered default against both defendants under Rule 55(a). Plaintiff also moved to dismiss its replevin and detinue claims with prejudice.
STANDARD OF REVIEW	On a motion for default judgment, well-pleaded factual allegations concerning liability are accepted as true, but damages must be proven. The Court must independently determine damages with reasonable certainty and may rely on affidavits and record evidence without conducting an evidentiary hearing when damages can be computed from the record.

PRECEDENTIAL VALUE

Unknown; district-court memorandum opinion and order with no reported citation identified.

TOPICS

default judgment

breach of contract

damages

attorney fees

civil procedure

PRACTICE AREAS

contracts

civil procedure

remedies

commercial litigation

QUESTIONS PRESENTED

1. Whether default judgment was warranted on Firestone's breach of contract claim against Globe Transport.
2. Whether default judgment was warranted on Firestone's breach of guaranty claim against Bidzhiev.
3. Whether Firestone proved its damages, attorney's fees, and costs with sufficient certainty.
4. Whether Firestone's replevin and detinue claims should be dismissed with prejudice.

HOLDINGS

1. Default judgment was warranted against Globe Transport because the admitted allegations and attached Agreement established a contract, Firestone's performance, Globe Transport's failure to make payments when due, and resulting loss.
2. Default judgment was warranted against Bidzhiev because the admitted allegations and authenticated guaranty established that he guaranteed Globe Transport's obligations, failed to pay after default, and caused Firestone's loss.
3. Firestone proved actual damages of \$165,957.62, consisting of the unpaid principal, NF fees, late charges, accrued prejudgment interest, and the credit for the \$7,000 equipment sale.
4. Firestone was entitled to \$10,680.50 in reasonable attorney's fees and \$941.20 in costs under the Agreement and Guaranty.
5. Firestone's replevin and detinue claims were dismissed with prejudice.

KEY QUOTATIONS

"Following the clerk's entry of default pursuant to Fed. R. Civ. P. 55(a) and the party's motion for default judgment under Fed. R. Civ. P. 55(b), "the complaint's factual allegations regarding liability are taken as true, while allegations regarding the amount of damages must be proven."" (p. 6)

"Plaintiff's claims for replevin (Count III) and detinue (Count IV) are hereby dismissed with prejudice." (p. 16)

FACTUAL BACKGROUND

Firestone and Globe Transport entered into an Equipment Finance Agreement for two Freightliner Cascadia trucks, requiring sixty monthly payments. Umar Bidzhiev executed a Master Unlimited Guaranty securing Globe Transport's obligations. Globe Transport stopped making payments, Bidzhiev failed to pay under the guaranty, and Firestone repossessed and sold one truck for \$7,000 while abandoning the other after a mechanic's lien made securing its release unreasonable. Firestone submitted accounting and billing evidence supporting the unpaid balance, prejudgment interest, attorney's fees, and costs.

PROCEDURAL HISTORY

Firestone filed a diversity action asserting breach of contract against Globe Transport, breach of guaranty against Umar Bidzhiev, and replevin and detinue claims. After certified-mail service was returned unexecuted, the defendants were served by regular mail; neither answered or otherwise defended. The Clerk entered default, and Firestone moved for default judgment. The Court granted default judgment on the contract and guaranty claims, dismissed the replevin and detinue claims with prejudice, and awarded damages, attorney's fees, and costs.

DISPOSITION

other

CASES CITED

- Cantel Medical LLC v. Hall, 2024 WL 3771805 at *2 (N.D. Ohio Aug. 13, 2024)
- Old Republic Surety Co. v. T&A Construction, Inc., et al., 2024 WL 4567262 at *2 (N.D. Ohio Oct. 24, 2024)
- Vesligaj v. Peterson, 331 Fed. Appx 351, 354-55 (6th Cir.)
- Mill's Pride, L.P. v. W.D. Miller Enters., LLC, 2010 WL 987167 at *1 (S.D. Ohio Mar. 12, 2010)
- HICA Educ. Loan Corp. v. Jones, 2012 WL 3579690 at *1 (N.D. Ohio Aug. 16, 2012)
- American Contractors Indemnity Company v. Envirocom Construction, Inc., 2024 WL 810559 at *3 (N.D. Ohio Feb. 27, 2024)
- The P&G Health & Longterm Disability Plan v. Molinary, 2019 WL 358936 at *2 (S.D. Ohio Jan. 29, 2019)
- Zinganything, LLC v. Import Store, 158 F.Supp.3d 668, 672 (N.D. Ohio 2016)
- J&J Sports Prods., Inc. v. Rodriguez, 2008 WL 5083149 at *1 (N.D. Ohio Nov. 25, 2008)
- Biegas v. Quickway Carriers, Inc., 573 F.3d 365, 374 (6th Cir.)
- Erie R. Co. v. Tompkins, 304 U.S. 64
- BMO Harris Bank, N.A. v. Stacy, 2024 WL 4591288 at fn 3 (N.D. Ohio Oct. 28, 2024)
- Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U.S. 487, 496
- Atlas Indus. Contractors, LLC v. In2Gro Techs., 2021 WL 1139887 at *4-5 (S.D. Ohio Mar. 25, 2021)
- Asset Mgmt. One LLC v. U.S. Bank Nat'l Ass'n, 569 Fed. Appx 438, 441 (6th Cir.)
- V&M Star Steel v. Centimark Corp., 678 F.3d 459, 465 (6th Cir.)
- Fitz Simon, Inc. v. JHG, Inc., 2019 WL 1416981 at *3 (Ohio Ct. App. Mar. 28, 2019)
- H.T. Hackney Co. v. NZR Retail of Toledo, Inc., 2021 WL 964096 at *3 (N.D. Ohio Mar. 15, 2021)

- Dowling v. Litton Loan Serv. LP, 320 Fed. Appx. 442, 446-47 (6th Cir.)
- Geier v. Sundquist, 372 F.3d 784, 791 (6th Cir.)
- Hensley v. Eckerhart, 461 U.S. 424, 433 (1983)
- Garner v. Cuyahoga County Juvenile Court, 554 F.3d 624, 642 (6th Cir.)
- Pennsylvania v. Del. Valley Citizens' Council for Clean Air, 478 U.S. 546, 565
- Johnson v. Conn. Gen. Life. Ins. Co., 2008 WL 697639 at *5 (N.D. Ohio Mar. 13, 2008)
- Ousley v. Gen. Motors Ret. Program for Salaried Emps., 496 F.Supp.2d 845, 850 (S.D. Ohio 2006)
- Gilden v. Platinum Holdings Group, LLC, 2019 WL 590745 at *4 (S.D. Ohio Feb. 13, 2019)
- Wooldridge v. Marlene Industries Corp., 898 F.2d 1169, 1177 (6th Cir.)
- Buckhannon Bd. & Care Home, Inc. v. W. Va. Dep't of Health & Human Resources, 532 U.S. 598 (2001)

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