

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND,
SOUTHERN DIVISION

Regions Bank, dba Ascentium Capital as successor by merger to
Ascentium Capital, LLC v. Red Man Trucking, Inc., et al.

Civil Action No. 8:24-cv-02541-TDC · No. 8:24-cv-02541-TDC · Decided December 8, 2025

SUMMARY

This Report and Recommendation addresses Regions Bank’s amended motion for default judgment against Red Man Trucking, Inc. and Rodney Hill arising from an alleged breach of an equipment finance agreement and guaranty. The court finds that defendants are liable and recommends an award of actual damages, attorney fees, costs, and prejudgment interest. The visible text extends through page 14 of the document.

CASE DETAILS

COURT	United States District Court for the District of Maryland, Southern Division
WRITING FOR THE COURT	Ajmel A. Quereshi
JURISDICTION	United States District Court for the District of Maryland, Southern Division
DECIDED	December 8, 2025
DOCKET	8:24-cv-02541-TDC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment after Defendants failed to answer or otherwise appear. The magistrate judge issued a Report and Recommendation granting the amended motion and recommending an award of contract damages, attorneys' fees, costs, and prejudgment interest.
STANDARD OF REVIEW	Entry of default judgment is discretionary. The court accepts well-pleaded factual allegations as true, except allegations concerning damages, and independently determines damages from the evidentiary record or after an evidentiary hearing. In assessing whether allegations are well pleaded, Fourth Circuit district courts apply the standards articulated in <i>Ashcroft v. Iqbal</i> and <i>Bell Atlantic Corp. v. Twombly</i> .

TOPICS

default judgment

breach of contract

commercial litigation

damages

attorney fees

PRACTICE AREAS

contract law

civil procedure

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether the court had subject-matter jurisdiction based on diversity of citizenship and an amount in controversy exceeding \$75,000.
2. Whether Plaintiff established liability for breach of the Equipment Finance Agreement after Defendants defaulted and failed to make required payments.
3. Whether Plaintiff established liability for breach of the guaranty after Red Man Trucking defaulted.
4. Whether the evidence supported the requested actual damages, contractual late charges, collection expenses, future discounted payments, prejudgment interest, attorneys' fees, and costs.
5. Whether default judgment was appropriate after Defendants were properly served and failed to respond.

HOLDINGS

1. Default judgment is warranted where defendants were properly served, failed to respond, and the plaintiff establishes liability through well-pleaded allegations and supporting evidence.
2. The court had diversity jurisdiction because Plaintiff and Defendants were completely diverse and the amount in controversy exceeded \$75,000.
3. Red Man Trucking breached the Equipment Finance Agreement by failing to make the required payments, including the accelerated balance due after default.
4. Rodney Hill breached the guaranty because he unconditionally guaranteed Red Man Trucking's payment and performance obligations and failed to pay after Red Man Trucking's default.
5. The evidentiary record supported an award of \$146,838.47 in actual damages, \$10,895.63 in attorneys' fees, \$964.80 in costs, and prejudgment interest accruing from November 1, 2023, at \$69.59 per day through entry of judgment.

KEY QUOTATIONS

"The entry of default judgment is left to the discretion of the Court." (at 6)

"When considering a motion for default judgment, the Court takes as true all well-pled factual allegations in the Complaint, other than those pertaining to damages." (at 6-7)

"A contract is formed at the place where the last act necessary to make an agreement a binding contract is performed." (at 9)

“To establish breach of contract under Maryland law, a plaintiff must demonstrate a contractual obligation, breach, and damages.” (at 10)

“In diversity actions, state law governs a party’s right to recover attorney’s fees.” (at 15)

FACTUAL BACKGROUND

Regions Bank, as successor by merger to Ascentium Capital, entered into an Equipment Finance Agreement with Red Man Trucking in January 2021 to finance the purchase of a used truck. Red Man Trucking agreed to make seventy-two monthly payments and granted the lender a security interest in the truck; Rodney Hill signed both as Red Man Trucking's president and as an individual guarantor. Red Man Trucking failed to make the required payment in November 2023, and the lender later accelerated the balance. Neither Red Man Trucking nor Hill paid the accelerated amounts or appeared in the action.

PROCEDURAL HISTORY

Regions Bank filed claims for breach of contract, breach of guaranty, and detinue on August 30, 2024. After extensions and court-authorized alternative service, Red Man Trucking and Rodney Hill were served but failed to respond; the Clerk entered default on June 9, 2025. The court referred Plaintiff's default-judgment motion for review and a damages recommendation, held a hearing on October 1, 2025, ordered supplemental briefing, and received Plaintiff's amended motion on October 27, 2025. The Report and Recommendation recommends granting the amended motion and awarding specified damages, fees, costs, and prejudgment interest, subject to objections under Federal Rule of Civil Procedure 72(b).

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The Report and Recommendation recommends granting the amended motion for default judgment and awarding the specified damages, attorneys' fees, costs, and prejudgment interest. Objections were required within fourteen days under Federal Rule of Civil Procedure 72(b) and Local Rule 301.5(b).

CASES CITED

- S.E.C. v. Lawbaugh, 359 F. Supp. 2d 418, 421 (D. Md. 2005)
- Dow v. Jones, 232 F. Supp. 2d 491, 494 (D. Md. 2002)
- Disney Enters. v. Delane, 446 F. Supp. 2d 402, 405-06 (D. Md. 2006)
- United States v. Shaffer Equip. Co., 11 F.3d 450, 453 (4th Cir. 1993)
- Parl Corp. v. Lexington Ins. Co., 812 F.2d 894, 896-97 (4th Cir. 1987)
- Ryan v. Homecomings Fin. Network, 253 F.3d 778, 780 (4th Cir. 2001)
- Hertz Corp. v. Friend, 559 U.S. 77, 94 (2010)
- Wachovia Bank v. Schmidt, 546 U.S. 303, 306 (2006)

- Johnson v. Advance Am., 549 F.3d 932, 937 n.2 (4th Cir. 2008)
- Day & Zimmermann, Inc. v. Challoner, 423 U.S. 3, 4 (1975) (per curiam)
- State Auto. Mut. Ins. Co. v. Lennox, 422 F. Supp. 3d 948, 961 (D. Md. 2016)
- UBS Fin. Servs., Inc. v. Padussis, 127 F. Supp. 3d 483, 492 (D. Md. 2015)
- Konover Prop. Tr. Inc. v. WHE Assoc., Inc., 790 A.2d 720, 728 (Md. Ct. Spec. App. 2002)
- Union Tr. Co. of N.J. v. Knabe, 89 A. 1106, 1114-15 (Md. 1914)
- PNC Bank v. Chatani, No. WDQ-13-1202, 2013 WL 4541486, at *2 (D. Md. Aug. 23, 2013)
- Kumar v. Dhanda, 17 A.3d 744, 749-50 (Md. Ct. Spec. App. 2011)
- Hartford Fin. Servs. Grp., Inc. v. Carl J. Meil Jr., Inc., No. WDQ-10-2720, 2011 WL 1743177, at *4 (D. Md. May 5, 2011)
- RRC Ne., LLC v. BAA Md., Inc., 994 A.2d 430, 440 (Md. 2010)
- Frosted Apple, LLC v. Coastal Lab'ys, Inc., No. JKB-22-1128, 2024 WL 4839155, at *3-4 (D. Md. Nov. 20, 2024)
- Mercy Med. Ctr., Inc. v. United Healthcare of the Mid-Atlantic, Inc., 815 A.2d 886, 901 (Md. Ct. Spec. App. 2003)
- Middlebrook Tech, LLC v. Moore, 849 A.2d 63, 75 (Md. Spec. Ct. App. 2004)
- Gen. Motors Acceptance Corp. v. Daniels, 492 A.2d 1306, 1309 (Md. 1985)
- Lutz v. Porter, 112 A.2d 480, 482 (Md. 1955)
- Walsh v. Yost, No. 8:20-cv-00449-PX, 2022 WL 9362277, at *2 (D. Md. Oct. 14, 2022)
- Laborers' Dist. Council Pension v. E.G.S., Inc., No. WDQ-09-3174, 2010 WL 1568595, at *3 (D. Md. Apr. 16, 2010)
- DIRECTV, Inc. v. Yancey, No. Civ.A. 404CV00011, 2005 WL 3435030, at *2 (W.D. Va. Dec. 12, 2005)
- Ranger Constr. Co. v. Prince William Cnty. Sch. Bd., 605 F.2d 1298, 1301 (4th Cir. 1979)
- Atl. Contracting & Material Co. v. Ulico Cas. Co., 844 A.2d 460, 477 (Md. 2004)
- Rauch v. McCall, 761 A.2d 76, 84 (Md. Ct. Spec. App. 2000)
- Monmouth Meadows Homeowners Ass'n v. Hamilton, 7 A.3d 1, 8 (Md. 2010)
- Choice Hotels, Inc. v. Jai Shree Navdurga, LLC, No. DKC 11-2893, 2012 WL 5995248, at *3 (D. Md. Nov. 29, 2012)

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