

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION**

UC ACQUISITION CORP., doing)
business as UNICARE,)
)
Plaintiff,)
)
v.)
)
SALEM NURSING & REHAB)
CENTER OF TUSKEGEE, INC.,)
)
Defendant.)

Case No. 3:11-cv-443-MEF
(WO—Do not publish)

ORDER

This Court previously issued a Memorandum Opinion and Order (Doc. # 12) granting in part and denying in part Unicare’s Motion for Default Judgment (Doc. # 8). The Court granted the motion as to Salem Nursing’s liability for breach of contract, denied it as to damages, and set a hearing for February 22, 2012, to hear evidence on the amount Salem owed to Unicare.

At the February 22 damages hearing, Unicare had admitted into evidence the affidavit of Cassandra Galle. Ms. Galle stated that she works for Unicare’s parent company managing and collecting past due accounts. Based on her personal knowledge of the Salem account, she stated that Unicare provided Salem with \$206,547.13 worth of supplies. Salem incurred an additional \$66,182.87 in finance charges and another \$280.72 in taxes. This amounted to a grand total of \$273,010.72 for the supplies and

attendant costs. Galle further provided that Salem received credits in the amount of \$38,806.11 and made payments to Unicare totaling \$52,286.00. The total payments and credits amounted to \$91,092.11. Subtracting this sum from the total charges for the supplies leaves Salem in default in the amount of \$181,918.61.

Accordingly, it is hereby ORDERED that Unicare established damages in the amount of \$181,918.61. The Court will enter a separate final judgment to this end.

DONE this the 22nd day of February, 2012.

/s/ Mark E. Fuller
UNITED STATES DISTRICT JUDGE