

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

**INNOVATIVE STAFFING
SOLUTIONS, INC.,**

Plaintiff,

v.

**GREATER SOUTHEAST
COMMUNITY HOSPITAL
CORPORATION I, et al.,**

Defendants.

Civil Action 07-01075 (HHK)

MEMORANDUM OPINION

Plaintiff Innovative Staffing Solutions, Inc. (“Innovative ”) brings this action against Greater Southeast Community Hospital Corporation I and Envision Hospital Corporation alleging that defendants breached their contract with Innovative by failing to pay Innovative for the nursing services Innovative provided at Greater Southeast Community Hospital. Before the court is Innovative’s unopposed motion for summary judgment, which is accompanied by a statement of material facts as to which Innovative contends there is no genuine issue. The statement of material facts includes references to the parts of the record that support the statement.

When deciding a motion a motion for summary judgment “the court may assume that facts identified by the moving party in its statement of material facts are admitted, unless such a fact is controverted in the statement of genuine issues filed in opposition to the motion.” LCvR (7)(h). Defendants have not filed an opposition to Innovative’s motion and have not provided a countervailing statement of genuine issues of material fact. Therefore, Innovative’s statement of material facts not in dispute is deemed admitted in its entirety.

Innovative provided registered nurses and other health care workers to defendants’ hospital from May 8, 2003 through May 11, 2007. Plaintiff’s Statement of Material Facts not in Dispute at ¶ 6. Defendants agreed to pay Innovative a predetermined hourly rate for the services of these workers. *Id.* at ¶ 8. On August 18, 2006, the parties memorialized their agreement in a contract that also provided for the accrual of interest and attorney’s fees in the event of default by defendants. *Id.* at ¶¶ 7, 14-15. Through March 31, 2007, defendants timely paid each of the 208 weekly invoices presented by Innovative. *Id.* at ¶ 9. Since then, defendants have failed to pay six invoices and currently have an arrearage of \$410,068.40. *Id.* at ¶¶ 11-13. According to the terms of the contract signed on August 18, 2006, defendants also owe interest in the amount of \$9,300.74 through July 12, 2007, per diem interest of \$202.23 from July 12 through the date of final payment, and attorney’s fees of \$138,391.82 plus costs. *Id.* at ¶¶ 14-15.

Innovative has presented undisputed evidence of the existence of a contractual relationship between Innovative and defendants and of defendants’ subsequent breach of this contract. Based on these admitted facts, the court concludes that Innovative is entitled to judgment as a matter of law.

An appropriate order accompanies this memorandum.

Henry H. Kennedy, Jr.
United States District Judge

Dated: November 19, 2007