



Form CA 1-A: Notice and Acknowledgment for Service by Mail

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

CARMEN GROUP INC.
Plaintiff(s)

v.

XAVIER UNIVERSITY OF LA
Defendant(s)

Case No: 2013CA3485B

NOTICE

To (insert name and address of the party to be served):

Martha Curtis
909 Poydras Street
28th Floor
New Orleans, LA 70112

The enclosed summons, complaint and initial order are served pursuant to Rule 4(c)(4) of the Superior Court Rules of Civil Procedure.

You must sign and date the Acknowledgement (below). If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate next to your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate next to your signature your authority.

If you do not complete and return the form to the sender within twenty (20) days after it has been mailed, you (or the other party on whose behalf you are being served) may be required to pay any expenses incurred in serving a summons, complaint and initial order in any other manner permitted by law.

If you do complete and return this form, you (or the other party on whose behalf you are being served) must answer the complaint within twenty (20) days after you have signed, dated and returned the form. If you fail to do so, judgment by default may be entered against you for the relief demanded in the complaint.

This Notice and Acknowledgment of Receipt of Summons, Complaint and Initial Order was mailed on (insert date): 5/21/13

[Signature]
Signature

5/21/13
Date of Signature

ACKNOWLEDGMENT OF RECEIPT OF SUMMONS, COMPLAINT, AND INITIAL ORDER

I (print name) MARTHA Y. CURTIS received a copy of the summons, complaint and initial order in the above captioned matter at (insert address): 909 POYDRAS STREET
28TH FLOOR
NEW ORLEANS, LA 70112

Martha Y. Curtis
Signature

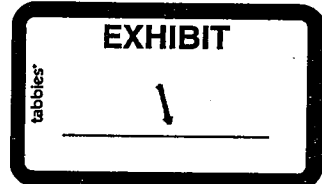
COUNSEL
Relationship to Defendant/Authority
to Receive Service

6-14-13
Date of Signature

Para pedir una traducción, llame al (202) 879-4828
Để có một bản dịch, hãy gọi (202) 879-4828

如需翻译, 请打电话 (202) 879-4828
PL'ŋC'ŋ' 7' C'7'9' 8'ŋ'7'7' (202) 879-4828 2.2.0-1

Veuillez appeler au (202) 879-4828 pour une traduction
번역을 원하시면, (202) 879-4828 로 전화하십시오



Form CA 1-A: Notice and Acknowledgment for Service by Mail



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

CARMEN GROUP INC.
Plaintiff(s)

Case No: 2013CA3485B

v.
XAVIER UNIVERSITY OF LA
Defendant(s)

NOTICE

To (insert name and address of the party to be served):

Marina Curtis
909 Poydras Street
23rd floor
New Orleans, LA 70110

The enclosed summons, complaint and initial order are served pursuant to Rule 4(c)(4) of the Superior Court Rules of Civil Procedure.

You must sign and date the Acknowledgment (below). If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate next to your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate next to your signature your authority.

If you do not complete and return the form to the sender within twenty (20) days after it has been mailed, you (or the other party on whose behalf you are being served) may be required to pay any expenses incurred in serving a summons, complaint and initial order in any other manner permitted by law.

If you do complete and return this form, you (or the other party on whose behalf you are being served) must answer the complaint within twenty (20) days after you have signed, dated and returned the form. If you fail to do so, judgment by default may be entered against you for the relief demanded in the complaint.

This Notice and Acknowledgment of Receipt of Summons, Complaint and Initial Order was mailed on (insert date): 5/20/13

[Signature]
Signature

5/20/13
Date of Signature

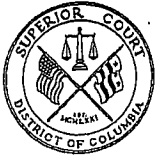
ACKNOWLEDGMENT OF RECEIPT OF SUMMONS, COMPLAINT, AND INITIAL ORDER

I (print name) _____ received a copy of the summons, complaint and initial order in the above captioned matter at (insert address): _____

Signature

Relationship to Defendant/Authority to Receive Service

Date of Signature



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

CARMEN GROUP INCORPORATED

Vs.

C.A. No. 2013 CA 003485 B

XAVIER UNIVERSITY OF LOUISIANA

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Lee F. Satterfield

Case Assigned to: Judge LAURA A CORDERO

Date: May 17, 2013

Initial Conference: 9:30 am, Friday, August 30, 2013

Location: Courtroom A-50

515 5th Street N.W.

WASHINGTON, DC 20001

Caio.doc

**ADDENDUM TO INITIAL ORDER AFFECTING
ALL MEDICAL MALPRACTICE CASES**

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Lee F. Satterfield



Superior Court of the District of Columbia
CIVIL DIVISION
500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Telephone: (202) 879-1133

CARMEN GROUP INC.

Plaintiff

vs.

Case Number 13-0003485

XAVIER UNIVERSITY OF LOUISIANA

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

MARC MILLER

Name of Plaintiff's Attorney

Clerk of the Court

1899 PENNSYLVANIA AVE, NW

Address 4TH FLOOR

By

[Signature]

Deputy Clerk

WASHINGTON, DC 20000

Date

05/17/2013

Telephone (202) 785-0500

如需翻译, 请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL

500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Teléfono: (202) 879-1133

_____ Demandante
contra _____
_____ Demandado

Número de Caso: _____

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Dirección _____

Teléfono _____

Por: _____ Subsecretario

Fecha _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
번역을 원하시면, (202) 879-4828 로 전화하십시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede afrontar el costo de uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse de otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés
See reverse side for English original

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division

Civil Clerk's Office
MAY 17 2013
Superior Court of the
District of Columbia
Washington, D.C.

CARMEN GROUP INCORPORATED
1899 Pennsylvania Ave., NW, Fourth Floor
Washington, DC 20006

Plaintiff,

v.

XAVIER UNIVERSITY OF LOUISIANA
Serve: Norman C. Francis
President
1 Drexel Drive
New Orleans, Louisiana 70125

Defendant.

C.A. No. 13 - 0003485

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff Carmen Group Incorporated ("Plaintiff" or "Carmen Group"), by undersigned counsel, brings this Complaint against Defendant Xavier University of Louisiana ("Defendant" or "Xavier"), and in support thereof states as follows:

1. Plaintiff Carmen Group Incorporated ("Plaintiff" or "Carmen Group") is a corporation organized and existing under the laws of the District of Columbia.
2. Upon information and belief, Xavier University of Louisiana ("Defendant" or "Xavier") is a private university located at 1 Drexel Drive, New Orleans, Louisiana 70125.
3. Jurisdiction and venue are proper in this Court pursuant to DC Code §§11-921 and 13-423.
4. On March 11, 2010, Plaintiff and Defendant executed and entered into a Consulting Services Agreement ("Agreement") pursuant to which Plaintiff agreed to provide and Defendants agreed to pay for, certain government affairs consulting services:

Section 1.1 Scope. *Carmen Group shall provide the following government affairs consulting services to Client:*

- a) *Devise and implement strategy for Client that will successfully obtain loan forgiveness of the U.S. Department of Education HBCU Capital Financing Program Loans for Hurricane Katrina affected institutions.*
- b) *Assist Client in working with FEMA to withdraw any penalties imposed due to amounts of insurance coverage at the time of Hurricane Katrina.*

A true and accurate copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

5. Section 2.02 of the Agreement provides:

Section 2.2 Professional Fees. *Client agrees to pay Carmen Group a flat monthly fee of Thirty Thousand Dollars (\$30,000) during the Term of the Agreement for the services described in Section 1.1. Any additional work must be authorized by Client in writing (letter, email or fax) and will be billed by Carmen Group at its applicable hourly rates set forth in Section 2.03. The first month's fee (\$30,000) is due and payable upon execution of this Agreement. Each subsequent month's fees will become due and payable in advance, upon receipt of an invoice. Fees for a partial month shall be prorated accordingly. Carmen Group shall be under no obligation to perform any work for which payment has not been received.*

Carmen Group will continue to provide the services described in Section 1.1 for the months of June 11, 2010 – March 10, 2011. During that time Carmen Group will continue to invoice Client pursuant to the terms of the Agreement. Due to Client's budget constraints, Carmen Group will defer payments due and owing by Client during this period ("the Deferred Payments"). Upon completion of Section 1.1(a), the total of the Deferred Payments under the Agreement will become due and payable by Client to Carmen Group.

It is expressly understood that Client will not pay any portion of the Deferred Payments due and owing to Carmen Group with funds derived from the services described in Section 1.1.

6. Pursuant to the Agreement, after more than a year of developing legislative support with the Louisiana and Mississippi delegations on Capitol Hill, Plaintiff was instrumental in drafting and securing legislation in the Consolidated Appropriations Act of 2012

(P.L. 112-74), which provided for loan modification relief in Section 307 of said Act. In that legislation, Congress authorized and directed the U.S. Secretary of Education, U.S. Department of the Treasury, and the Office of Management and Budget to provide loan modification relief, at no cost to the taxpayer, to four Gulf Coast historically black colleges and universities -- **including Defendant--** that were devastated by Hurricane Katrina in 2005.

7. After securing the legislation, Carmen Group worked for more than a year with staff at the U.S. Department of Education, U.S. Department of the Treasury, and the Office of Management and Budget on the actual loan modification. Defendant was presented with a loan modification on March 20, 2011 providing for significant forgiveness in the form of a five year forbearance, followed with an expensed based repayment of the loan limiting annual repayments to six percent of operating revenue, **with forgiveness of all principal, interest and fees remaining at the end of the loan term.** Defendant executed said loan modification on March 29, 2013. Based on current figures, Defendant stands to benefit from the five year deferment of all payments, savings of at least \$45 million, and the net present value savings of the new repayment schedule as compared to the pre-loan modification amortization schedule.

8. Pursuant to Section 2.2, on April 3, 2013, Carmen Group tendered to Defendant an Invoice in the amount of \$270,000 ("the Invoice"), said amount representing the Deferred Payments per Section 2.2 of the Agreement. A true and accurate copy of the Invoice is attached hereto as Exhibit B and incorporated herein by reference.

9. Despite repeated demands, Defendant has refused to make payment on the Invoice.

10. On May 3, 2013, Carmen Group tendered to Defendant an Invoice No. 1012638 in the amount of \$274,050 ("the Invoice"), said amount representing the Deferred Payments per

Section 2.2 of the Agreement plus applicable late charges. A true and accurate copy of the Invoice is attached hereto as Exhibit C and incorporated herein by reference.

11. Despite repeated demands, Defendant has refused to make payment on the Invoice No. 1012638.

COUNT I
(Breach of Contract)

12. By acting as aforesaid, Defendant is in breach of its obligations owed to Carmen Group under the Agreement.

13. Section 4.3 of the Agreement provides:

Section 4.3 Cost of Collection. In the event that Carmen Group has to collect any past-due sums owed under this Agreement, Client shall be responsible for all costs and expenses associated with such collection efforts, including reasonable attorneys' fees, regardless of whether suit is actually filed.

14. Section 6.1 of the Agreement provides:

Section 7.01 Applicable Law. This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The exclusive venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be in a court of competent jurisdiction in the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

(emphasis added).

15. Pursuant to Section 4.2 of the Agreement, "[b]alances more than 30 days late will be assessed interest at the rate of one and one half percent (1.5%) per month or the maximum legal rate, whichever is less."

16. Defendant owes Carmen Group not less than \$274,050 for sums due and owing under the Agreement, plus attorneys' fees and other collection costs pursuant to Section 4.3 of the Agreement, and interest thereon pursuant to Section 4.2 until paid.

COUNT II
(Quantum Meruit)

17. The allegations of Paragraphs 1- 16 are incorporated herein by reference in this Count.

18. During the period June 11, 2010 to March 10, 2011, Plaintiff provided government relations consulting services to Defendant. During said period, Plaintiff's employees provided Defendant with over 400 hours of service.

19. Defendant willingly accepted and benefited from the services provided by Plaintiff.

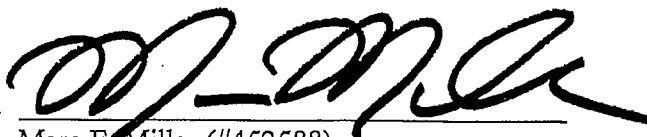
20. Plaintiff notified Defendant that Plaintiff, in performing said services during that period, expected to be paid for the services.

21. Defendant owes Plaintiff for services provided to Defendant by Plaintiff during the period June 11, 2010 to March 10, 2011.

WHEREFORE, Carmen Group requests that the Court enter judgment against Defendants in an amount to be proven at trial which is not less than \$274,050, plus any additional damages which may accrue before the date of judgment, plus costs, attorneys' fees, and contractual interest; and such other and further relief as the Court may order.

CARMEN GROUP, INC.

By:



Marc F. Miller (#452588)

General Counsel

1899 Pennsylvania Avenue, N.W.

4th Floor

Washington, D.C. 20006

millerm@carmengroup.com

(202) 785-0500

(202) 478-1734 – fax

Counsel for Carmen Group, Inc.

EXHIBIT A

**CONSULTING SERVICES AGREEMENT BETWEEN
CARMEN GROUP INCORPORATED
AND
XAVIER UNIVERSITY OF LOUISIANA**

This Consulting Services Agreement ("Agreement"), dated this 11th day of March 2010, is by and between XAVIER UNIVERSITY OF LOUISIANA, a university with its principal office at 1 Drexel Drive, New Orleans, Louisiana 70125 ("Client") and CARMEN GROUP INCORPORATED, a District of Columbia corporation, having its principal office at 1919 Pennsylvania Ave., NW, 5th Floor, Washington, DC 20006 ("Carmen Group").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. SCOPE OF WORK

Section 1.1 Scope. Carmen Group shall provide the following government affairs consulting services to Client:

- a) Devise and implement strategy for Client that will successfully obtain loan forgiveness of the U.S. Department of Education HBCU Capital Financing Program Loans for Hurricane Katrina affected Institutions.
- b) Assist Client in working with FEMA to withdraw any penalties imposed due to amounts of insurance coverage at the time of Hurricane Katrina.

Section 1.2 Nature of Agreement. This Agreement is a contract for consulting and professional services. As such, there can be no guarantee regarding the outcome or success of any federal, state, or local governmental appropriations, contracting, grant processes or any other initiative undertaken by the Carmen Group pursuant to this Agreement.

Section 1.3 Project Management. John Ladd, Executive Managing Director, will manage the Carmen Group services being provided under this Agreement. In doing so, he will task and oversee other members of the Carmen Group professional staff.

ARTICLE II. TERM AND PROFESSIONAL FEES

Section 2.1 Duration. This Agreement shall be effective on March 11, 2010 and shall continue until March 10, 2011 (the "Term").

Section 2.2 Professional Fees. Client agrees to pay Carmen Group a flat monthly fee of Thirty Thousand Dollars (\$30,000) during the Term of the Agreement for the services described in Section 1.1. Any additional work must be authorized by Client in writing (letter, email, or fax) and will be billed by Carmen Group at its applicable hourly rates set forth in Section 2.03. The first month's fee (\$30,000) is due and payable upon execution of this Agreement. Each subsequent month's fees will become due and payable in advance, upon receipt of an invoice. Fees for a partial month shall be prorated accordingly. Carmen Group shall be under no obligation to perform any work for which payment has not been received.

Carmen Group will continue to provide the services described in Section 1.1 for the months of June 11, 2010 - March 10, 2011. During that time Carmen Group will continue to invoice Client pursuant to the terms of this Agreement. Due to Client's budget constraints, Carmen Group will defer payments due and owing by Client during this period ("the Deferred Payments"). Upon completion of Section 1.1(a), the total of the Deferred Payments under the Agreement will become due and payable by Client to Carmen Group.

It is expressly understood that Client will not pay any portion of the Deferred Payments due and owing to Carmen Group with funds derived from the services described in Section 1.1 above.

Section 2.3 Hourly Rates. For services outside of any flat fee billing arrangement and not included in the Scope of Work detailed in Section 1.01, Carmen Group will charge Client fees based on the hourly rates of its personnel providing service, multiplied by the number of hours provided. Time is recorded in increments of thirty (30) minutes. The minimum amount of time billed for any assignment is thirty (30) minutes. Carmen Group's published hourly rates range between \$100 for junior personnel and \$1,250 for the most senior. Carmen Group reviews their hourly labor rates at least annually and reserves the right to adjust these rates at any time to reflect changes in, among other things, its business structure and market conditions.

Section 2.4 Client Set-Up Fee. Carmen Group charges a one-time, non-refundable set-up fee of \$1,500 which is due and payable upon execution of this Agreement. This fee covers internal costs incurred by Carmen Group in establishing and supporting Client's account and includes, as applicable, Federal and State filing costs, telecommunication and teleconferencing access, research and publication charges, and other internal technical support services.

ARTICLE III. EXPENSES

Section 3.1 Out-of-Pocket Expenses. In addition to the fees set forth in Article II, Client will be responsible for expenses incurred by Carmen Group in fulfilling the contract services. Such expenses include postage, courier deliveries, telephone calls, fax usage, overnight deliveries, photocopying, document design and production, local transportation and Client-authorized travel. Travel by Carmen Group employees and agents will be at Client's request and will be economy class for domestic flights that are four (4) hours or less in duration and business class for flights exceeding four (4) hours duration and for all international flights. Hotel accommodations will be at the same level that Client provides to its executives.

Section 3.2 Payment for Expenses. Carmen Group will invoice Client at the end of every month for any out-of-pocket expenses incurred within the past month. Payment for such expenses will be due upon receipt of the invoice.

ARTICLE IV. PAYMENTS, LATE FEES AND COLLECTION

Section 4.1 Payments.

Client shall direct all remittances via wire transfer as follows:

Domestic Wire Instructions

Bank - Eaglebank, MD
Address - 7815 Woodmont Avenue,
Bethesda, MD 20814
ABA - 055003298
Credit Account # 10001402
Carmen Group, Incorporated

International Wires

Receiving Bank - Wells Fargo Bank N. A. San Francisco
Bank Swift - WFBIUS6S
Beneficiary Bank - Eaglebank,
Beneficiary Bank Swift Code EAGLUS5S
Beneficiary Bank ABA - 055003298

Final Credit Account # 10001402
Carmen Group, Incorporated

Carmen Group, Inc. is a District of Columbia Corporation
Tax ID # 52-1905865

Section 4.2 Late Fees. All invoices are due and owing upon receipt. Balances more than 30 days late will be assessed interest at the rate of one and one half percent (1.5%) per month or the maximum legal rate, whichever is less.

Section 4.3 Cost of Collection. In the event that Carmen Group has to collect any past-due sums owed under this Agreement, Client shall be responsible for all costs and expenses associated with such collection efforts, including reasonable attorneys' fees, regardless of whether suit is actually filed.

ARTICLE V. TERMINATION

Section 5.1 Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

ARTICLE VI. MISCELLANEOUS

Section 6.1 Applicable Law. This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

Section 6.2 Federal Lobbying Registration. The Federal Lobbying Disclosure Act, as amended, and any other applicable federal, state or local statute, may require Carmen Group to file and maintain registration and activity reports regarding its lobbyists, lobbying activity, and lobbying income earned pursuant to this Agreement. Client acknowledges that, where Carmen Group, in its sole discretion, deems disclosure necessary, it will disclose Client as a recipient of its lobbying efforts.

Section 6.3 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter. The headings and subheadings contained herein are for convenience only and shall in no way restrict or otherwise affect the construction of the provisions hereof.

Section 6.4 No Partnership, Joint Venture, or Employment Relationship. This Agreement shall not be deemed to create any partnership, joint venture or enterprise, or employment relationship between the parties. The parties understand and agree that Carmen Group is acting as an independent contractor in providing services pursuant to this Agreement, and that Carmen Group shall pay, to the extent required by law, all applicable taxes and other obligations that result from providing services pursuant to this Agreement.

Section 6.5 Nonsolicitation of Employees. During the Term of this Agreement and for a period of one (1) year thereafter, Client shall not knowingly solicit, employ, or retain, directly or indirectly, any person who is or was an employee of Carmen Group at any time during the Term.

Section 6.6 Assignment. Client may not assign this Agreement, in whole or part, nor may it delegate its duties hereunder without the written consent of Carmen Group.

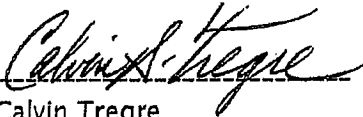
Section 6.7 Amendment and Waiver. This Agreement may be amended or modified only upon the written consent of the authorized representatives of Carmen Group and Client. The obligations of Carmen Group and Client under this Agreement may only be waived by written consent of the party waiving its rights or obligations.

Section 6.8 Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of Client.

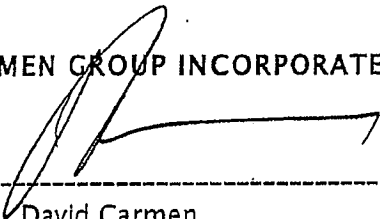
Section 6.9 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Signatures transmitted by facsimile shall be valid proof of the execution of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth above.

XAVIER UNIVERSITY OF LOUISIANA

By: 
Calvin Tregre
Sr. Vice President for Administration

CARMEN GROUP INCORPORATED

By: 
David Carmen
President & Chief Executive Officer

INVOICE

March 11, 2010

| | |
|---------------------------------------|--------------------|
| Fee Due Carmen Group per Section 2.02 | \$30,000.00 |
| Client Set Up Fee | \$1,500.00 |
| TOTAL DUE THIS INVOICE | \$31,500.00 |

Federal Tax ID 52-1905865

Proven Process. Proven Results.™

1919 Pennsylvania Avenue, NW Fifth Floor Washington, DC 20006 T 202.785.0500 F 202.478.1734 www.carmengroup.com

EXHIBIT B



INVOICE

April 3, 2013

Xavier University
1 Drexel Drive
New Orleans, LA 70125

Deferred Payments per Section 2.2 \$270,000.00

\$270,000.00

TOTAL DUE THIS INVOICE

Wire Instructions:

Domestic Wire Instructions

Bank - Eaglebank, MD
Address - 7815 Woodmont Avenue,
Bethesda, MD 20814
ABA - 055003298
Credit Account # 10001402
Carmen Group, Incorporated

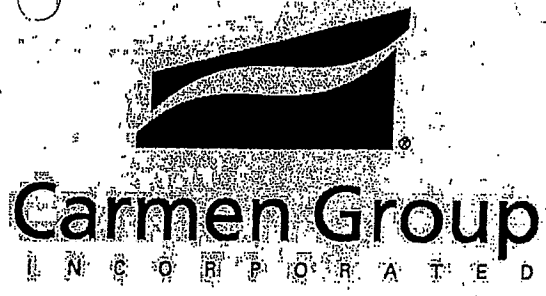
International Wires

Receiving Bank - Wells Fargo Bank N. A. San Francisco
Bank Swift - WFBIUS6S
Beneficiary Bank - Eaglebank,
Beneficiary Bank Swift Code EAGLUS5S
Beneficiary Bank ABA - 055003298
Final Credit Account # 10001402
Carmen Group, Incorporated

Carmen Group, Inc. is a District of Columbia Corporation
Tax ID # 52-1905865

Proven Process. Proven Results.™

EXHIBIT C



Federal Tax ID 52-1905865

May 6, 2013

Invoice 1012638

Xavier University
 Att: Mr. Calvin S. Tregre
 SVP Administration
 1 Drexel Drive
 Box 119
 New Orleans, LA 70125-1098

RE: Government Affairs Consulting

| | |
|-----------------------------|---------------------|
| Previous Balance Forward | \$270,000.00 |
| Payments & Credits Received | \$0.00 |
| Outstanding Balance | \$270,000.00 |

Disbursements

| | |
|---------------------------------|---------------------|
| Late Charges | \$4,050.00 |
| Total Disbursements | \$4,050.00 |
| Total for this Invoice | \$4,050.00 |
| Total Balance on Account | \$274,050.00 |

Please make arrangements to overnight your payment.
 11899 Pennsylvania Ave., NW 4th Fl. Washington, DC 20006

DATE PRINTED May 3, 2013

FEEES BILL-THRU DATE: April 30, 2013

COSTS BILL-THRU DATE: April 30, 2013

BILLING MEMO

CLIENT 0193

Xavier University

MATTER 0193-001

Government Affairs Consulting

BILLING NOTES

BILLING PROFESSIONAL:

J. Ladd

UNBILLED COSTS (through 04/30/2013)

| DATE | AMOUNT | AUTHORIZED BY | COST DESCRIPTION | CHECK NUMBER | TASK CODE | SUMMARY PHRASE |
|--------------------------------------|------------|---------------|---|--------------|-----------|----------------|
| 05/03/13 | \$4,050.00 | Russell M | Late charge per section 4.2 of agreement (1.5% per month) | | | Late Charges |
| Cost Entry Totals: \$4,050.00 | | | | | | |

Disbursement Summary

| Cost Item | Amount |
|----------------|-------------------|
| Late Charge | 4,050.00 |
| TOTALS: | \$4,050.00 |



Carmen Group

I N C O R P O R A T E D

Federal Tax ID 52-1905865

April 3, 2013

Invoice 1012597

Xavier University
Att. Mr. Calvin S. Tregre
SVP Administration
1 Drexel Drive
Box 119
New Orleans, LA 70125-1098

RE: Government Affairs Consulting

| | |
|--|-------------------|
| <u>Previous Balance Forward</u> | \$90,000.00 |
| <u>Payments & Credits Received</u> | <u>-90,000.00</u> |
| <u>Outstanding Balance</u> | \$0.00 |

Current Fees

Deferred Payment per Section 2.2 of Agreement \$270,000.

Total for this Invoice \$270,000.00

Total Balance on Account \$270,000.00

PAST DUE

Please make arrangements to overnight your payment.
7899 Pennsylvania Ave., NW 4th Fl Washington, DC 20006

**SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division**

| | | |
|---------------------------------------|---|---------------|
| CARMEN GROUP INCORPORATED |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | 2013 CA 3485B |
| |) | |
| XAVIER UNIVERSITY OF LOUISIANA |) | |
| |) | |
| Defendant. |) | |

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT**

Pursuant to Superior Court Rules of Civil Procedure 26 and 34, Plaintiff Carmen Group, Incorporated ("Plaintiff"), by counsel, propounds these Requests for Production of Documents to Xavier University of Louisiana ("Defendant"). Capitalized terms are as defined in the Complaint. Defendant is requested to produce all responsive documents (as the term "documents" is defined in Rule 34) within forty-five (45) days from the date of service of the Summons and Complaint in this matter, during normal business hours, at the office of Carmen Group, Inc., 1899 Pennsylvania Avenue, N.W., Fourth Floor, Washington, D.C. 20006, or at such other time and place as the parties may agree.

REQUESTS

1. All documents that refer or relate to the Agreement including but not limited to correspondence with Carmen Group or other persons or entities related thereto, documents that refer or relate to the negotiation of the Agreement, and any and all drafts of the Agreement.

2. All documents that refer or relate to the services provided by Carmen Group pursuant to the terms of the Agreement.

3. All documents that refer or relate to payments made by Defendant under the Agreement.

4. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Defendant and Carmen Group (or anyone acting on its behalf) regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement, (iii) the Deferred Payments, (iv) the original loan documents or (v) the March 29, 2013 loan modification documents. Include in your response any documents that refer or relate to payments made by Defendant pursuant to the original loan documents.

5. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Defendant and Dillard University (or anyone acting on its behalf) regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the

Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

6. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Defendant and Southern University of New Orleans (or anyone acting on its behalf) regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

7. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Defendant and Tougaloo College (or anyone acting on its behalf) regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

8. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Defendant and Anthony Curcio of Summit Consulting LLC regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

9. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Dr.

Norman C. Francis and any member of Defendant's Board of Trustees regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

10. Any and all documents constituting, evidencing, memorializing, reflecting or in any way relating to written or oral communications between Mr. Calvin Tregre and any member of Defendant's Board of Trustees regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

11. Any and all minutes from Board meetings where any of the following were discussed: regarding (i) the Agreement, (ii) services provided by Plaintiff under the Agreement (iii) the Deferred Payments (iv) the original loan documents or (v) the March 29, 2013 loan modification documents.

12. Any and all audits performed by outside accounting firms retained by Defendant for yearend 2010, 2011 and 2012.

13. Any and all Internal Profit and Loss Statements, Balance Sheets and Cash Flow Documents for yearend 2010, 2012 and 2012.

14. The resume of each person Defendant expects to call as an expert witness at trial of the above-captioned action and, for each such person, copies of all documents or other materials considered by such person in formulating his or

her opinion and a copy of any and all reports and drafts of reports prepared by each such person.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Miller', written over a horizontal line.

Marc E. Miller (#462588)
miller.m@carmengroup.com

CARMEN GROUP, INC.
1899 Pennsylvania Ave., N.W.
Fourth Floor
Washington, D.C. 20006
(202) 785-0500
(202) 478-1734 – fax

General Counsel, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have this 22nd day of May 2013, caused a copy of the foregoing to be served by electronic mail upon:

Martha Y. Curtis
Sher Garner Cahill Richter Klein & Hilbert, L.L.C.
909 Poydras Street, 28th Floor
New Orleans, LA 70112
Direct Dial: (504) 299-2111
Direct Fax: (504) 299-2311



Marc E. Miller

1377791_v1