

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

CARMEN GROUP, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2007 CA 6344 B
)	Judge Ronna Lee Beck
RAFFAELLO FOLLIERI)	
t/a FOLLIERI GROUP, LLC)	Calendar 8
)	
Defendant.)	
)	

ORDER ENTERING JUDGMENT FOR CARMEN GROUP, INC.
AGAINST THE FOLLIERI GROUP, LLC

Before the court are two motions filed by Plaintiff Carmen Group, Inc. for entry of Default Judgment against The Follieri Group, LLC. The second motion was filed in response to concerns the court raised at a hearing held on January 25, 2008, for *ex parte* proof of damages. Defendant was properly served with the complaint but filed no answer, resulting in the entry of a default on December 13, 2007. Defendant has filed no oppositions to the motions and did not appear at the hearing on January 25, 2008.

After review of the motions and accompanying supporting materials, the court is satisfied that Plaintiff has established its entitlement to damages as follows:

1. Monthly fees relating to months 2 through 12 of the term for a total of \$275,000. plus expenses of \$8,782.99, for a total of \$283,782.99¹;

¹ Absent repudiation of the contract, fees for month 12 would have been due on April 11, 2008. Under the circumstances, the court concludes that no reduction to present value of any part of the award is necessary or appropriate.

2. Less \$49,000 based on the termination of Ms. Aluisi;²
3. Interest at 18% per annum from the date of this order;³ and
4. Attorneys fees of \$4,625 plus the costs of this action.⁴

Accordingly, it is this 1st day of April, 2008, hereby

ORDERED that judgment is entered in favor of Plaintiff Carmen Group, Inc., and against Defendant The Follieri Group, LLC, in the amount of \$234,782.99, plus interest at 18% per annum from the date of this order, plus attorney's fees of \$4,625.00, plus the costs of this action;

FURTHER ORDERED that the hearing scheduled on April 4, 2008, is
VACATED.

Ronna Lee Beck

JUDGE RONNA LEE BECK
(Signed in Chambers)

² The court appreciates Plaintiff's candor about the savings from the termination of Ms. Aluisi and accepts the information supplied from counsel as an officer of the court, even though the information is not contained in an affidavit. The court concludes that a deduction of \$49,000 is appropriate based on Plaintiff's representations that Ms. Aluisi was in fact terminated based on Defendant's repudiation of the contract, resulting in a savings of 2/3 of her prorated salary plus taxes.

³ Under the agreement, interest was payable at the rate of 1.5% per month on any balance not paid within thirty days. Plaintiff sought payment of interest at 18% from August 2007 on the full amount claimed as damages but has not provided the court with a sworn statement that supports the use of the August 2007 date for 18% interest on the full amount claimed nor with any other interest calculations. The court will reconsider its ruling concerning interest if Plaintiff files a motion, supported by appropriate documentation, including an affidavit.

⁴ The contract authorizes reasonable attorney's fees. Although counsel has failed to provide an affidavit concerning fees, the court concludes based on a review of the record in this case that the \$4,625 that counsel represents has been billed to the client for 18.5 hours at \$250 per hour is reasonable for the work that has been performed in connection with this case. The court is unwilling to award monies for future expenditures of attorney's fees in connection with execution of this court's judgment, without prejudice to Plaintiff making a claim for such fees in the future.

Copies served electronically on counsel through eFiling for Courts:

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Copies mailed from chambers:

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Defendant

TMZ