

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

FEDERAL TRADE COMMISSION	*	CASE NO. 89-1740
v.	*	SECT. I(1)
NATIONAL BUSINESS CONSULTANTS, ET AL.	*	JUDGE AFRICK
	*	MAG. SHUSHAN

SETTLEMENT AGREEMENT

WHEREAS, plaintiff, the Federal Trade Commission (FTC), represented herein by the United States Department of Justice (DOJ), is the judgment creditor of, among others, defendant in the above-captioned civil matter, Robert Namer (Namer), in the principal amount of \$3,019,377.00 for consumer redress, plus pre- and post-judgment interest, attorneys' fees, and costs;

WHEREAS, the FTC and DOJ assert that after assessment of pre- and post-judgment interest, attorneys' fees, and costs, and after application of all prior payments and credits, Namer owes a balance of approximately \$12,623,066.97 on the above-referenced civil judgment;

WHEREAS, Namer is currently a party in the following civil cases related to his involvement and dealings with Blue Haven Pools of Louisiana, Inc., Blue Haven National Management, Inc., various Blue Haven employees, officers, owners, and directors, and other Blue Haven-related entities: *Blue Haven Nat'l Mgmt., Inc. v. Namer*, Civil Case #37-2013-00067996-CU-BT-CTL (Cal. Sup. Ct. - San Diego) (consolidated for all purposes with *Namer v. Lahlou, et al.*, #37-2013-00068322-CU-BU-CTL (Cal. Sup. Ct. - San Diego)); *R. Namer Co. v. P&A Holdings, Inc.*, #13-6509, Sect. C(4) (E.D. La.); and *Namer v. Lahlou, et al.*,



#13-6477, Sect. H(1) (E.D. La.) (collectively referred to hereinafter as “the Blue Haven litigation”);

WHEREAS, the FTC asserts that its judgment in the above-captioned matter is enforceable against all property or rights to property of Namer, including, without limitation, any recoveries associated with the Blue Haven litigation identified in the prior recital; and

WHEREAS, the FTC and Namer (hereinafter “the Parties”) desire to avoid the further costs, inconveniences, and uncertainties of further collection activities, and litigation surrounding such activities, by execution of the present settlement agreement in the above-captioned case.

WHEREFORE, for the consideration outlined in this agreement, the Parties hereby agree and stipulate to the following:

1. Namer shall complete an annual sworn financial disclosure on a form the FTC or DOJ shall supply and produce all supporting documentation, including as-filed tax returns for the next ten years from the date of execution of this agreement, produced no later than October 15th of each year.

1.a. Namer hereby consents to the DOJ or FTC cross-referencing his annual financial disclosures with periodic credit checks.

2. Namer shall pay \$2,000.00 monthly for the next ten years from the date of execution of this agreement, to be received no later than the 15th of each month in accordance with payment instructions provided by DOJ.

2.a. By her signature below, Robert Namer’s spouse, Barbara Namer, hereby personally guarantees these monthly payments, which guarantee is to be secured by collateral subject to the FTC and DOJ’s approval and valued at no less than \$100,000.00. As long as there has been no default by Namer within the first five years after the date of execution of this agreement, the

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aforementioned collateral value shall be reduced to \$50,000.00.

3. Namer shall pay the FTC an additional 25% of his net income in excess of \$100,000.00 based on his as-filed tax returns for the next ten years from the date of execution of this agreement, due and payable no later than December 15th of each year (i.e., two months after production of the prior year's tax return).

4. Namer shall consent to the payment of the greater of either \$500,000.00 or 50% of the gross amount of any judgments or settlements actually received from the Blue Haven litigation identified in the recitals.

4.a. Any such settlements of the Blue Haven litigation shall not involve in-kind consideration or exchange of real or personal property.

4.b. Namer will not execute any settlement agreement with Blue Haven under any other name, person, or entity, whereby the effect is that settlement funds are diverted from Namer to another entity or person or another person or entity diverts funds to Namer.

4.c. Final draft settlement agreements between Namer and any other parties to the Blue Haven litigation identified in the recitals shall be submitted to FTC and DOJ counsel for review and approval in advance of execution of any agreements in the Blue Haven litigation.

5. Should Namer default on any terms outlined in this settlement agreement and fail to cure within 30 days' written notice thereof sent to the address listed on Namer's most recent financial disclosure form, the entire debt to the FTC (less credit for any payments previously received) shall become immediately due and payable, along with any accrued interest, and the FTC and DOJ may immediately utilize any debt-collection mechanisms under federal or state law for collection of the outstanding balance.

6. Namer's debt in the captioned case shall remain submitted to the Treasury Offset Program

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until the successful completion of all repayment terms at the end of 10 years from the date of execution of this agreement.

7. Any and all currently-existing garnishments of any kind against Namer related to the captioned case will be released upon execution of this agreement. However, any and all judgment liens against Namer related to the captioned case shall be released by the FTC and DOJ only upon Namer's timely completion of all repayment terms outlined in this agreement.

8. So long as Namer is not put into default on this agreement under ¶ 5, the FTC and DOJ will not undertake any further enforcement actions under the Federal Debt Collection Procedures Act related to the above-captioned debt and lawsuit against Namer.

9. So long as Namer is not put into default on this agreement under ¶ 5, the FTC and DOJ will not initiate any additional civil proceedings against Namer based upon the alleged facts or circumstances which originally gave rise to the captioned lawsuit.

10. Upon Namer's timely completion of all repayment terms outlined in this agreement, the FTC and DOJ will release Namer from any and all civil liability related to repayment of the above-captioned debt.

10.a. The Parties agree that nothing in this agreement shall be construed to release or limit any alleged criminal liability of Namer.

11. The United States District Court for the Eastern District of Louisiana shall exercise exclusive continuing jurisdiction over this settlement agreement and case.

12. Any funds currently in the possession, custody, or control of any corporate receivers appointed over any of Namer's co-defendants in the above-captioned case shall be turned over to the FTC upon Court approval and shall neither credit, nor replace, any of the repayment terms outlined in this agreement.

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12.a. Nothing in this agreement shall be construed to limit, abrogate, nullify, or replace the duties of any corporate receivers appointed over any of Namer's co-defendants in this matter.

13. Upon the successful completion of all terms in this agreement without default, any and all judgment liens and any and all garnishments of any kind against Namer and his corporate co-defendants, National Business Consultants, Inc., Namer, Inc., America First Communications, Inc., and Voice of America, Inc. shall be cancelled and a satisfaction of judgment by compromise settlement shall be filed into the record of the captioned case, upon which the captioned case will be dismissed with prejudice.

14. It is contemplated that this settlement agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed one document.

15. This settlement agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The terms and conditions of this agreement cannot be modified unless said modification is carried out in writing, signed by the Parties hereto.

(signature page follows)

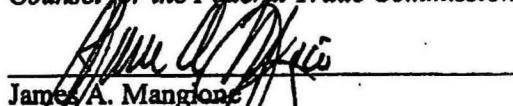
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KENNETH ALLEN POLITE, JR.
UNITED STATES ATTORNEY



PETER M. MANSFIELD (# 28671)
Civil Chief – Eastern District of Louisiana
650 Poydras St., Suite 1600
New Orleans, Louisiana 70130
Telephone: (504) 680-3047
Facsimile: (504) 680-3184
Peter.Mansfield@usdoj.gov
Counsel for the Federal Trade Commission

Date: 10/3/14



James A. Mangione
Wingert Grebing Brubaker & Juskie LLP
660 West Broadway, Suite 1200
San Diego, CA 92101
Telephone: (619) 232-8151
Facsimile: (619) 232-4665
jmangione@wingertlaw.com
Counsel for Robert Namer

Date: 10/3/14



Robert Namer
9601 Wildwood Dr.
River Ridge, LA 70123

Date: 10/3/14



Barbara Namer
9601 Wildwood Dr.
River Ridge, LA 70123

Date: 10/3/14

