

1 MARY ANN SMITH  
Deputy Commissioner  
2 BLAINE A. NOBLETT (CA BAR NO. 235612)  
Senior Corporations Counsel  
3 DEPARTMENT OF CORPORATIONS  
320 West 4th Street, Suite 750  
4 Los Angeles, California 90013-2344  
Telephone: (213) 576-7606 Fax: (213) 576-7181  
5 Attorneys for the People of the State of California  
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ORANGE

11 THE PEOPLE OF THE STATE OF )  
CALIFORNIA, by and through the )  
12 CALIFORNIA CORPORATIONS )  
COMMISSIONER, )

14 Plaintiff,

15 vs.

16 TURAN PETROLEUM, INC., a Nevada )  
17 corporation; NRG RESOURCES, INC., a )  
Nevada corporation; HIEP TRINH, aka ALEX )  
18 TRINH, an individual; ANATOLY VANETIK, )  
19 aka TONY VANETIK, an individual; MITCH )  
20 NGO, an individual; and DOES 1 through 10, )  
inclusive, )

21 Defendants.  
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23

CASE NO.: 30-2010-00389990-CU-SL-CJC

**STIPULATION FOR ENTRY OF FINAL  
JUDGMENT OF PERMANENT  
INJUNCTION AND OTHER ANCILLARY  
RELIEF BETWEEN PLAINTIFF AND ALL  
DEFENDANTS**

Department: C-11  
Judge: Hon. Andrew P. Banks

Complaint Filed: July 15, 2010  
Trial Date: January 13, 2014

**RECITALS**

1  
2           A.       The California Corporations Commissioner (“Commissioner” or “Plaintiff”) filed this  
3 action on July 15, 2010, pursuant to the Corporate Securities Law of 1968 (Corp. Code, § 25000 et  
4 seq.) (“CSL”). Plaintiff alleges that beginning in 2004 or earlier, and continuing through December  
5 2008, defendants fraudulently raised at least \$9,664,608.60 from approximately 223 investors inside  
6 and outside California, through securities transactions in which defendants conducted general  
7 solicitations, including but not limited to utilizing an investor referral network within the  
8 Vietnamese-American community in Orange County, California, in violation of the CSL. Plaintiff  
9 further alleges, beginning in 2004, or earlier, defendant Turan Petroleum, Inc. (“Turan Petroleum”)  
10 distributed stock worth \$12,250,996.60 to insiders, including the control persons of Turan Petroleum  
11 and its affiliated entities. Plaintiff alleges violations of CSL sections 25110 (unqualified offer or sale  
12 of securities) and 25401 (the offer or sale of securities by means of material misrepresentations or  
13 omissions).

14           B.       Defendant Turan Petroleum was originally incorporated under the laws of Nevada in  
15 March 2001, under the name Elite Registry, Inc. (“Elite”). Elite changed its name to Turan  
16 Petroleum in December 2004. Turan Petroleum’s principal place of business is 940 South Coast  
17 Drive, Suite 100, Costa Mesa, California 92626. Turan Petroleum claims to be in the oil and gas  
18 business, allegedly possessing an oil concession in Kazakhstan, which it is exploring in order to  
19 extract oil and gas products.

20           C.       Defendant NRG Resources, Inc. (“NRG Resources”) was incorporated under the laws  
21 of Nevada on November 29, 2001. NRG Resources’ principal place of business is 18301 Von  
22 Karman Avenue, Suite 1050, Irvine, California 92612. NRG Resources claims to be in the oil and  
23 gas business, allegedly developing and marketing lubricants and fuel supplements.

24           D.       Defendant Hiep Trinh, also known as Alex Trinh (“Trinh”), is an individual who  
25 resides in Orange County, California. Trinh was a control person of Turan Petroleum until at least  
26 June 2008. At all relevant times, Trinh was the vice president, co-founder, and a control person of  
27 NRG Resources. Trinh offered and sold securities on behalf of Turan Petroleum and NRG  
28 Resources.

1 E. Defendant Anatoly Vanetik, also known as Tony Vanetik (“Vanetik”), is an  
2 individual who resides in Orange County, California. Vanetik was the president and a control  
3 person of Turan Petroleum until at least June 2008. At all relevant times, Vanetik was the chairman  
4 of the board of directors, CEO, co-founder, and a control person of NRG Resources. Vanetik  
5 offered and sold securities on behalf of Turan Petroleum and NRG Resources.

6 F. Defendant Mitch Ngo (“Ngo”) is an individual who resides in Orange County,  
7 California. Ngo offered and sold securities on behalf of Turan Petroleum and NRG Resources.

8 G. All Defendants filed answers and denied all claims and further denied all liability.

9 H. On February 3, 2011, Defendants Turan Petroleum, NRG Resources, Trinh, Vanetik  
10 and Ngo, without admitting or denying any liability, stipulated to an entry of a Preliminary  
11 Injunction in this matter. The Court issued the Preliminary Injunction Order as to all Defendants on  
12 February 17, 2011.

13 I. It is the intention and desire of the parties to resolve this matter without the time and  
14 expense of a trial.

15 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set  
16 forth herein, the parties agree as follows:

17 **TERMS AND CONDITIONS**

18 It is hereby stipulated by and between Plaintiff and all Defendants Turan Petroleum; NRG  
19 Resources; Trinh; Vanetik; and Ngo (collectively “Defendants”) as follows:

20 1. Defendants admit jurisdiction of this Court over them and over the subject matter of  
21 this action. Defendants have entered general appearances in this action. Defendants acknowledge  
22 that entry of general appearances is equivalent to personal service of the summons on them  
23 under section 410.50 of the Code of Civil Procedure.

24 2. Defendants admit service of the Summons and Complaint (“Complaint”) filed in this  
25 matter.

26 3. Defendants have read the Complaint, this Stipulation to Entry of Final Judgment of  
27 Permanent Injunction and Other Ancillary Relief between Plaintiff and All Defendants  
28 (“Stipulation”) and the proposed Final Judgment of Permanent Injunction and Other Ancillary

1 Relief Pursuant to Stipulation (“Final Judgment”) in the form attached hereto as Exhibit 1.

2 4. Defendants, without admitting or denying the allegations contained in the Complaint,  
3 voluntarily consent to the entry by the Court of the Final Judgment, and waive any defense to the  
4 Complaint. The Court may enter judgment pursuant to the terms of this Stipulation as provided for  
5 in Code of Civil Procedure section 664.6.

6 5. Defendants hereby waive entry of Findings of Fact and Conclusions of Law under  
7 Code of Civil Procedure section 632 and all rights to appeal the entry of the Final Judgment.

8 6. Plaintiff and Defendants hereby waive any claims known and unknown to them  
9 against the other, their agents, officers, or employees which are based on the facts underlying the  
10 present action. Defendants and Plaintiff specifically waive any rights provided by Civil Code  
11 section 1542, that provides: “A general release does not extend to claims which the Creditor does  
12 not know or suspect to exist in his favor at the time of executing the release, which if known by them  
13 must have materially affected his settlement with the Debtor.”

14 7. Defendants Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex Trinh;  
15 Anatoly Vanetik, aka Tony Vanetik; and Mitch Ngo agree to the issuance by the Court in the above-  
16 entitled action of a permanent injunction enjoining all Defendants and their officers, directors,  
17 successors in interest, agents, employees, attorneys in fact in their capacities as such, and all persons  
18 acting in concert or participating with them, from directly or indirectly engaging in, committing,  
19 aiding and abetting, or performing, by any means whatsoever, any of the following acts:

- 20 a. Violating Corporations Code section 25110, by offering to sell, selling,  
21 arranging for the sale of, issuing, engaging in the business of selling, or  
22 negotiating for the sale of any security of any kind, including but not limited  
23 to, the securities described in the Complaint, unless such security or  
24 transaction is qualified;
- 25 b. Violating Corporations Code section 25401, by offering to sell or selling any  
26 security of any kind, including but not limited to, the securities described in  
27 the Complaint, by means of any written or oral communication which includes  
28 any untrue statement of material fact or omits to state any material fact

1                                    necessary in order to make the statements made, in the light of the  
2                                    circumstances under which they are made, not misleading.

3                    8.           Defendants Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex Trinh;  
4 and Anatoly Vanetik, aka Tony Vanetik agree to the Court’s entry of a final judgment of restitution  
5 against them and in favor of Plaintiff in the total amount of \$10,000 (“Restitution Payment”). The  
6 Restitution Payment shall be paid in one lump sum and distributed directly to the Turan Petroleum,  
7 Inc. and NRG Resources, Inc. investors equally within 30 days from the date of entry of Final  
8 Judgment. Liability for the Restitution Payment shall be joint and several as against Defendants  
9 Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex Trinh; and Anatoly Vanetik, aka  
10 Tony Vanetik. If Defendants Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex  
11 Trinh; and Anatoly Vanetik, aka Tony Vanetik fail to make the Restitution Payment within 30 days  
12 from the date of entry of Final Judgment, this Stipulation shall be void. In the event the Restitution  
13 Payment due date falls on a weekend or public holiday, the payment shall be due the following  
14 business day. Defendants Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex Trinh;  
15 Anatoly Vanetik, aka Tony Vanetik, and each of them, further agree to transmit any undelivered  
16 Restitution Payment funds, to be escheated, to the State Controller’s Office, in accordance with the  
17 provisions concerning unclaimed property beginning with section 1530 of the Code of Civil  
18 Procedure.

19                    9.           Concurrently with this Stipulation, Plaintiff shall provide a list of Turan Petroleum  
20 and NRG Resources investors to whom the Restitution Payment, as set forth in paragraph 8., shall be  
21 paid.

22                    10.          Defendants Turan Petroleum, Inc.; NRG Resources, Inc.; Hiep Trinh, aka Alex Trinh;  
23 and Anatoly Vanetik, aka Tony Vanetik agree to provide the Commissioner an accounting of the  
24 Restitution Payment made to the investors, as set forth in paragraph 8., (“Accounting”) within 60  
25 days from the date of entry of Final Judgment. The Accounting shall include: a schedule of the  
26 payments made to the investors, including, a listing of the investors’ names (and/or the names of the  
27 investors’ estates, as applicable), their current addresses, the amount of payment, date of payment,  
28 the check numbers associated with the payment. The Accounting shall be sent to the attention of

1 Blaine A. Noblett, Senior Corporations Counsel, Department of Corporations, 320 W. 4th Street,  
2 Suite 750, Los Angeles, California 90013. If Defendants Turan Petroleum, Inc.; NRG Resources,  
3 Inc.; Hiep Trinh, aka Alex Trinh; and Anatoly Vanetik, aka Tony Vanetik fail to provide the  
4 Accounting within 30 days from the date the Restitution Payment is made, this Stipulation shall be  
5 void. In the event the Accounting's due date falls on a weekend or public holiday, the Accounting  
6 shall be due the following business day.

7 11. The parties stipulate and agree that this Court shall retain jurisdiction of this  
8 action in order to implement and enforce the terms of this Stipulation and entry of Final Judgment  
9 pursuant thereto, and to entertain any suitable application or motion for additional relief or  
10 modification or any order made herein within the jurisdiction of the Court.

11 12. The parties hereby acknowledge and agree that this Stipulation constitutes the entire  
12 Stipulation between Plaintiff and Defendants, and supersedes any and all prior or contemporaneous  
13 agreements between Plaintiff and Defendants.

14 13. Defendants acknowledge that the entry of Final Judgment pursuant to this Stipulation  
15 shall not preclude any other federal, state, or county agency from initiating any other prosecution  
16 based upon the allegations contained in the Complaint in the above-entitled case or based upon any  
17 other acts by Defendants which may violate California or federal law.

18 14. Defendants agree and acknowledge that nothing in this Stipulation or in the Final  
19 Judgment in this matter shall preclude the Commissioner, her agents, officers, or employees, to the  
20 extent authorized by law, from referring any evidence or information regarding this matter to any  
21 district attorney or any other state or federal law enforcement official, or from assisting, cooperating,  
22 or co-prosecuting with regards to any investigation and/or action brought by any other federal, state,  
23 or county agency. Defendants further agree and acknowledge that nothing in this Stipulation or in  
24 the Final Judgment in this matter shall bind or otherwise prevent any other federal, state, or county  
25 agency from the performance of its duties.

26 15. Plaintiff and Defendants stipulate and agree that the parties shall bear their own costs  
27 respective of attorneys' fees, expenses, and costs incurred in connection with the investigation of  
28 matters relating to the Complaint filed in this action and the preparation of the Complaint,

1 this Stipulation, and the Final Judgment.

2 16. Each party hereto represents and warrants that it has received independent legal  
3 advice from its attorney(s) and/or other representatives prior to entering into this Stipulation, and in  
4 executing this Stipulation relied solely on the statements set forth herein and the advice of its own  
5 counsel and/or representative.

6 17. In that the parties have had the opportunity to draft, review, and edit the language of  
7 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this  
8 Stipulation will be applied in any action relating to or arising out of this Stipulation. Accordingly,  
9 The parties hereby waive the benefit of Civil Code section 1654 and any successor statute.

10 18. Time is of the essence with respect to any act, performance, or payment under this  
11 Stipulation.

12 19. This Stipulation shall be binding upon and inure to the benefit of the parties hereto  
13 and their respective successors, assigns, heirs, and personal representatives.

14 20. If any paragraph, clause, or provision of this Stipulation or the Final Judgment  
15 entered thereto, or the application thereof, is held invalid or unenforceable, such provision shall be  
16 severed, and the invalidity shall not affect the application of the other provisions of this Stipulation,  
17 or of the Final Judgment, which shall remain in full force and effect. The provisions of the  
18 Stipulation and the Final Judgment are declared by Plaintiff and Defendants to be severable.

19 21. This Stipulation may be executed in one or more separate counterparts, each of which  
20 When so executed, shall be deemed an original. Such counterparts shall together constitute and be  
21 one and the same instrument. A fax or scanned signature shall be deemed the same as an original.

22 22. Defendants enter into this Stipulation voluntarily and without coercion, and  
23 acknowledge that no promises, threats, or assurances have been made by Plaintiff of any agents,  
24 officers, or employees thereof to induce them to enter into this Stipulation.

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**DEFENDANT, ANATOLY VANETIK, aka TONY VANETIK**

Dated: 5/7/13

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ANATOLY VANETIK

**DEFENDANT, MITCH NGO**

Dated: 5/7/13

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MITCH NGO

**APPROVED AS TO FORM AND CONTENT:**

**HAMILTON LAW OFFICES  
ATTORNEYS AT LAW**

Dated: 5/7/13

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JOHN HAMILTON, attorney for Defendants