

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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23. Each signatory hereto represents and warrants that he/she possesses the necessary capacity and authority to execute this Stipulation and bind the parties hereto.

AGREED AND ACCEPTED:

PLAINTIFF, PEOPLE OF THE STATE OF CALIFORNIA by and through the Corporations Commissioner, JAN LYNN OWEN

Dated: 5/10/13

MARY ANN SMITH, Deputy Commissioner

DEFENDANT, TURAN PETROLEUM, INC.

Dated: 5/7/13

DEFENDANT, NRG RESOURCES, INC.

Dated: 5/7/13

DEFENDANT, HIEP TRINH, aka Alex TRINH

Dated: 5/7/13

HIEP TRINH

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DEFENDANT, ANATOLY VANETIK, aka TONY VANETIK

Dated: 5/7/13

ANATOLY VANETIK

DEFENDANT, MITCH NGO

Dated: 5/7/13

MITCH NGO

APPROVED AS TO FORM AND CONTENT:

**HAMILTON LAW OFFICES
ATTORNEYS AT LAW**

Dated: 5/7/13

JOHN HAMILTON, attorney for Defendants