

APR 30 2010

ALAN CARLSON, Clerk of the Court

BY N. LAU, DEPUTY

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a Nevada corporation

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE – CENTRAL DISTRICT  
30-2010**

NRG RESOURCES, INC., a Nevada  
corporation,

Plaintiff,

vs.

TUAN NGUYEN, aka ANTHONY  
NGUYEN, aka TONY NGUYEN, an  
individual, MICHAEL MAI, an  
individual, and DOES 1 to 50, inclusive,

Defendants.

Case No.: 00562722

**COMPLAINT FOR DAMAGES**

1. INTERFERENCE WITH EXISTING CONTRACTS;
2. INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONSHIPS;
3. TRADE LIBEL [COUNT 1];
4. TRADE LIBEL [COUNT 2];
5. LIBEL [COUNT 1];
6. LIBEL [COUNT 2];
7. SLANDER;
8. COMMON LAW UNFAIR COMPETITION;
9. NEGLIGENCE;
10. BREACH OF FIDUCIARY DUTY; and
11. CONSPIRACY TO INTERFERE WITH NRG'S BUSINESS AND SHAREHOLDER RELATIONS

JUDGE JOSEPHINE S. TUCKER

Cg

1 Plaintiff NRG Resources, Inc., a Nevada corporation ("Plaintiff" or "NRG"), by and  
2 through its attorneys of record, The Law Office of Dimitri P. Gross, for its Complaint against  
3 Defendants Tuan Nguyen, aka Anthony Nguyen, aka Tony Nguyen, ("Nguyen"), an individual,  
4 Michael Mai ("Mai"), an individual (collectively, "Defendants"), and Does 1 to 50, inclusive,  
5 alleges as follows:

6  
7 IDENTIFICATION OF PARTIES

8  
9 1. Plaintiff NRG Resources, Inc. is a Nevada corporation, authorized to do business in  
10 Orange County, California.

11  
12 2. Defendant Tuan Nguyen, aka Anthony Nguyen, aka Tony Nguyen is an individual  
13 who, at all relevant times, resided in Huntington Beach, California. Nguyen is a lawyer who, on  
14 information and belief, was authorized to practice law in the State of California and at various  
15 times herein acted as an attorney for NRG.

16  
17 3. Defendant Michael Mai is an individual who, at all relevant times, resided in  
18 Huntington Beach, California.

19  
20 4. Defendants sued as Does 1 through 50 are presently unknown to Plaintiff, and  
21 Plaintiff therefore uses these fictitious names pursuant to Code of Civil Procedure section 474. On  
22 information and belief, each of the fictitiously named Defendants is responsible for the events and  
23 happenings recited in this Complaint. Plaintiff will amend this Complaint upon ascertaining the  
24 identities and capacities of the Doe Defendants.

## BACKGROUND REGARDING NRG

5. NRG was established in November 2001, as a research and development company in the lubrication industry. Subsequently, NRG focused on marketing lubrication related products. Since its inception, NRG has launched a line of lubrication products which provide many benefits, including increasing fuel mileage while reducing the use of fossil fuels. NRG's product line also allows for cleaner burning fuel, which reduces harmful emissions into the environment. NRG products also increase the efficiency of operating parts (e.g., engines or drills) or virtually any other industrial equipment where friction creates wear.

6. NRG has established numerous relationships and goodwill in the business community, both domestically and internationally. Among the agreements that NRG entered into and relationships which NRG established (and which Defendants ultimately interfered with and damaged) were (a) Sovico Holdings, Ltd., (b) Truong Thinh Construction Company ("Truong Co."), (c) Russian Railroads, a government entity which controls in large part the railroads in Russia, and (d) existing and prospective shareholders of NRG.

## NGUYEN'S RELATIONSHIP WITH NRG

7. In or about September 2005, Nguyen, an attorney and CPA, purportedly engaged in asset protection and estate planning mostly with Vietnamese clients, was hired by Mitch Ngo ("Ngo") to provide certain estate and business planning legal and accounting advice to Ngo and his family. Ngo at various times acted as a consultant to NRG.

8. Through Nguyen's relationship with Ngo, Nguyen became interested in investing in NRG, and later, after becoming an investor, began to represent NRG as its lawyer and advisor.

1           9.     On or about September 5, 2005, Nguyen purchased 12,500 shares of NRG common  
2 stock.

3  
4           10.    From September 2005 through January 2006, Nguyen got to know the officers and  
5 directors of NRG. Nguyen, after befriending certain officers and directors of NRG, also inquired  
6 about investing into another company called Turan Petroleum, Inc. ("Turan"), which Nguyen had  
7 learned of through his relationship with Ngo. Nguyen wanted to acquire Turan shares as well.

8  
9           11.    In or about January 2006, Nguyen purchased Turan stock from a company called  
10 Valueluck.com, Inc. ("Valueluck") for \$200,000. On information and belief, Nguyen purchased  
11 the stock "solely for his own account" and not as a "nominee or agent of any other person."

12  
13           12.    NRG had nothing to do with Nguyen's decision to buy stock in Turan from  
14 Valueluck or in Valueluck's sale of stock to Nguyen.

15  
16           13.    From approximately January 2006 through December 2006, Nguyen offered to act  
17 as NRG's attorney in connection with NRG business projects planned for Vietnam, and other  
18 transactional matters that NRG needed to address. Nguyen told NRG officers and consultants that  
19 he was highly skilled and experienced in corporate law and cross border transactions, and would  
20 be ideal in representing NRG's interests in Vietnam. Accordingly, NRG agreed to enlist  
21 Nguyen's services as counsel for NRG.

22  
23           14.    In or about October 2006, NRG registered with the Asia Pacific Economic  
24 Cooperation Summit ("APEC Summit") in Vietnam. Nguyen was registered to attend the APEC  
25 Summit on behalf of NRG. At the APEC Summit, NRG was expecting to negotiate and finalize  
26 contracts with various entities, including Truong Co. Truong Co. is involved in building roads for  
27 the Vietnam government, building hydroelectric plants, and developing resorts, such as its Sun  
28 Spa Resort and Casino.

1           15. From November 10, 2006 through December 1, 2006, Nguyen travelled to Vietnam  
2 to attend the APEC Summit on NRG's behalf. Nguyen, as NRG's counsel, helped NRG with  
3 various contracts including a \$125 million contract with Truong Co. for an exclusive five-year  
4 agreement to use NRG products. While in Vietnam for the APEC Summit, Nguyen, on behalf of  
5 NRG, reviewed proposed contracts, negotiated contracts, and interfaced with other parties and  
6 their counsel as NRG's lawyer. As a result of the services Nguyen was performing on behalf of  
7 NRG he had the privilege of being introduced to Truong Co. and Truong's owner and lawyer.  
8 Nguyen would later use that opportunity or privilege to attempt to destroy NRG by falsely  
9 disparaging NRG to Truong Co.'s owner and its lawyer.

10  
11           16. Given his role as a lawyer and advisor to NRG relating to various projects in which  
12 NRG was involved, Nguyen was in a unique position with regard to his communications with  
13 Truong Co. in that (a) Nguyen had established himself as a trusted NRG adviser, and (b) Nguyen  
14 was aware of the importance of NRG's contractual relationship with Truong Co. As such,  
15 Nguyen's false and disparaging communications to Truong Co. about NRG, as alleged below,  
16 were especially egregious and harmful.

17  
18           17. When Nguyen did not realize a quick profit on his investment in Turan, he sought  
19 to force Ngo, Turan and NRG to unwind his investment and get his money back because, on  
20 information and belief: (1) he had used "client" funds to make the investment; and (2) his clients  
21 were pressuring him. The use of client funds for this investment was contrary to Nguyen's  
22 representations, as alleged above, that he purchased the stock "solely for his own account" and not  
23 as a "nominee or agent of any other person." Nguyen requested "help" first from Ngo, then Ngo  
24 and Hiep Trinh, and then from NRG officers and directors to get a "refund" even though NRG had  
25 nothing to do with his investment in Turan.

26  
27           18. Nguyen repeatedly threatened NRG and others that if he did not "receive his money  
28 back" he would undertake efforts to damage NRG by (a) interfering with its business and investor

1 relationships and (b) falsely smearing NRG's reputation in the Vietnamese community in the  
2 United States and in Vietnam. For example, on August 15, 2008, Nguyen wrote, "I hope you are  
3 seriously considering my appeal for your help in facilitating the return of my \$200,000 investment  
4 in Turan. August 31, is only two weeks away. I don't want to be forced into setting into motion  
5 actions that I cannot control."

6  
7 19. From that point forward, Nguyen launched a *no-holds-barred* campaign designed  
8 to harass, intimidate, threaten, and smear NRG (including its officers, directors,  
9 employees/consultants) even though (a) NRG had nothing to do with his purchase of Turan shares,  
10 (b) Nguyen acted as and was NRG's counsel, and (c) Nguyen bought his Turan shares from  
11 another Turan shareholder. This smear and interference campaign included: (1) making false and  
12 defamatory statements about NRG and its officers, directors, and consultants to (a) several  
13 Vietnamese newspapers and other media outlets, (b) other investors, and (c) businesses, NRG  
14 clients, vendors, and potential clients, as previously alleged; (2) repeating and republishing false  
15 and libelous statements about NRG to the community at large; and (3) using these false and  
16 libelous statements about NRG to persuade others to file a frivolous lawsuit against NRG. NRG  
17 alleges that Nguyen's actions as described above and elsewhere in this Complaint were part of a  
18 malicious and vindictive plan or scheme to destroy NRG. Nguyen enlisted the support of others,  
19 who also disparaged and defamed NRG, including but not limited to Defendant Mai and Does 1  
20 through 50.

21  
22 20. Nguyen made good on his threat and stopped at nothing to destroy NRG's standing  
23 in the community, relations with shareholders and clients, and contracts with other companies.  
24 For example:

25  
26 (a) Nguyen sent a letter to Leon Petrosov of Valueluck.com claiming that NRG  
27 was guilty of fraudulent conduct. In the letter, Nguyen also makes a veiled threat of reporting the  
28 conduct to authorities unless he gets "his money back."

1 (b) Nguyen sent a written communication to Askar Karabayev and Robin  
2 Bisarya of Turan Petroleum stating among other things: "They [NRG] defrauded people before  
3 and they defraud us and many people, including many Vietnamese, again. They used the same  
4 tactics to accomplish their goals. They used proceeds from later sales of Turan and NRG stocks to  
5 pay investors who wanted to get out. And when the money became dry, they changed their cell  
6 phone numbers, they don't answer phone calls, texts, emails. They let their voicemails full. They  
7 wrote back [sic] checks."

8  
9 (c) On information and belief, Nguyen, with the intent to destroy NRG, sent  
10 various letters to multiple individuals, shareholders, and entities making unfounded and false  
11 statements that NRG was running a Ponzi scheme. Through most of 2009 letters were widely  
12 published to third parties (including but not limited to Coung M Do, Joseph Pham, and many other  
13 NRG shareholders) which letters included all manner of disparaging and false materials. These  
14 letters and related materials found their way to NRG's vendors, board members, advisors and  
15 consultants, and investors.

16  
17 (d) On information and belief, Nguyen, through his authorized agents,  
18 contacted the BBC Vietnam ("BBC") and provided false and defamatory information about NRG  
19 with the express purpose of interfering with NRG's contractual relationships and damaging  
20 NRG's reputation. The BBC published the false and defamatory information, but later removed it  
21 due to the lack of credibility of the source. On information and belief, the BBC's source was a  
22 lawyer in California who was suing NRG. As previously alleged, Nguyen is a lawyer who was  
23 suing NRG, and who previously threatened to destroy NRG by spreading false statements about  
24 NRG to media outlets, businesses, and shareholders. After the BBC article was published, and  
25 even though the article was removed by the BBC, the damage was done as NRG lost its contract  
26 and its business relationship with Sovico Holdings.

1 (e) In an effort to destroy the relationship between NRG and Truong Co.,  
2 Nguyen also communicated directly to the owner of Truong Co., Hoay Minh Vo and Truong's  
3 lawyer. In doing so, Nguyen made false and defamatory remarks to Truong Co. that NRG was a  
4 scam, was running a Ponzi scheme, and that its officers and directors embezzled money. Nguyen  
5 did so even though he previously communicated with Truong Co. and Truong's lawyer on NRG's  
6 behalf during the times he negotiated and reviewed agreements between NRG and Truong Co.  
7 After Nguyen's calculated and defamatory communications to Truong Co., and other actions  
8 designed to publicly and privately smear NRG, NRG lost its contract with Truong Co.

9  
10 MAI'S RELATIONSHIP WITH NRG

11  
12 21. In or about May 2006, Mai invested in NRG after conducting his own due  
13 diligence. Mai also became a consultant and a marketing representative for NRG whereby Mai  
14 engaged in selling NRG products.

15  
16 22. Mai and Nguyen, conspiring with one another, also sent emails and called third  
17 parties, including NRG shareholders, falsely telling them that NRG (a) runs a Ponzi scheme;  
18 (b) the FBI arrested NRG officers; (c) that NRG officers are all criminals; (d) that NRG is "fake";  
19 and (e) that the "Department of Corporations will shut NRG down." For example, in a September  
20 17, 2009 email to a number of NRG shareholders, Mai falsely states that the "NRG guys have  
21 been arrested by the FBI." At an NRG shareholder meeting on October 23, 2009, Mai tried  
22 numerous times to disrupt the meeting and recruit other investors to sue NRG by shouting that  
23 NRG were criminals, that they stole and embezzled \$40,000,000, and that FBI was arresting  
24 everyone involved with NRG. In or about May 2009, Mai told Minh Tran, an NRG shareholder,  
25 that NRG was a scam and was running a Ponzi scheme. On information and belief, Mai also  
26 works with ProOne, a direct competitor with NRG. Mai admitted that he did not intend to stop  
27 attacking NRG because he was in business with NRG's competitor, ProOne.



23. As a direct and proximate result of Nguyen's and Mai's campaign to destroy NRG, as alleged in paragraphs 20 and 22 above, NRG has been damaged in many aspects, including but not limited to (a) losing its contract in Vietnam with Truong Co. and Sovico Holding, (b) losing financing and sales in United States, and (c) damaging its relationship with prospective and existing investors and partners, including Russian Railroads.

FIRST CAUSE OF ACTION

[Interference with Existing Contracts Against Defendants and Does 1 to 50]

24. Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

25. Plaintiff had continuing contractual relations with individuals and companies including but not limited to Knife River, Exxon Mobil, Southwest Trucking, Russian Railroads, Sovico Holdings, Truong Co., and NRG shareholders. On information and belief, Defendants had knowledge of such contractual relations, as they were consultants (Mai and Nguyen) and a lawyer (Nguyen) to NRG.

26. Defendants' wrongful acts as alleged above were intended and designed to disrupt these contractual relations and to induce a breach of these contractual relations, including but not limited to driving away customers and contracts, creating shareholder dissent, and destroying and interfering with lucrative contracts for NRG.

27. By reason of Defendants' acts, Defendants have tortiously interfered with Plaintiff's contractual relations by disrupting the contractual relationships and inducing a breach of the contractual relationships as described above.

28. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has been damaged in an amount not presently ascertained but believed to be in excess of \$5,000,000.00.

29. On information and belief, Defendants' conduct was willful, oppressive, and malicious. Defendants' wrongful acts were intended to cause injury and loss to Plaintiff, and were undertaken with a conscious disregard of Plaintiff's rights. Such conduct is and was malicious, oppressive, and entitles Plaintiff to an award of punitive damages.

## SECOND CAUSE OF ACTION

[Interference with Prospective Economic Relationships Against Defendants and Does 1 to 50]

30. Plaintiff re-alleges Paragraphs 1 through 29, inclusive.

31. Plaintiff had a reasonable economic expectation that it would enter into contracts with prospective customers, vendors, and strategic partners, and that Plaintiff would earn profits from these relationships.

32. In doing the acts alleged, Defendants have unlawfully and wrongfully interfered with Plaintiff's prospective economic advantages and opportunities, and continue to do so to this date.

33. Defendants' actions, as alleged in Paragraphs 18 through 22, are independently wrongful in that they also constitute various other torts as alleged in the Third through Eighth causes of action.

34. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has been damaged in an amount not presently ascertained but believed to be in excess of \$5,000,000.00.

35. On information and belief, the conduct of Defendants was willful, oppressive, and malicious. Defendants' wrongful acts were intended to cause injury and loss to Plaintiff, and were

1 undertaken with a conscious disregard of Plaintiff's rights. Such conduct is and was malicious,  
2 oppressive, and entitles Plaintiff to an award of punitive damages.

3  
4 THIRD CAUSE OF ACTION

5 [Trade Libel Against Defendant Nguyen and Does 1 to 50]

6  
7 36. Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

8  
9 37. As alleged above in Paragraph 20, Defendant Nguyen intentionally, wrongfully,  
10 and without justification, made unprivileged, false and defamatory statements of purported fact(s)  
11 concerning Plaintiff and its business practices.

12  
13 38. The disparaging factual assertions falsely stated, implied, and/or insinuated, among  
14 other things, that Plaintiff was guilty of illegal or unlawful trade practices.

15  
16 39. The defamatory statements are false and were known to be false when made by  
17 Defendant.

18  
19 40. Said defamatory statements were false and defamatory on their face because they  
20 have a tendency to injure Plaintiff in its trade, business, and occupation in that the statements  
21 imply that Plaintiff engaged in illegal conduct, lacked integrity, and was dishonest.

22  
23 41. Defendant published these statements to Plaintiff's customers, vendors, business  
24 contacts, shareholders, and to others in the industry.

25  
26 42. Based on information and belief, said publications were not privileged because  
27 Defendant published them with personal animosity, hatred, and ill-will toward Plaintiff and with  
28 either the knowledge that it was false or without any reasonable grounds for believing that it was

1 true and with a conscious and reckless disregard of Plaintiff's rights. Defendant published the  
2 statements as part of a plan to destroy Plaintiff. Defendant acted with the intent to injure Plaintiff  
3 in its good name, reputation, and standing in the business community.

4  
5 43. As a direct and proximate result of the defamatory communications, Plaintiff has  
6 suffered, and will suffer, damage to its business and reputation resulting in general, special, and  
7 specific pecuniary damage to Plaintiff in an amount to be proven at the time of trial, but which are  
8 believed to be in excess of \$5,000,000.00.

9  
10 44. The conduct of Defendants, and each of them, was willful, fraudulent, oppressive  
11 and malicious. The wrongful actions of Defendants were intended to cause injury and loss to  
12 Plaintiff, and were undertaken with a conscious disregard of Plaintiff's rights. Such conduct is  
13 and was malicious, and oppressive, entitling Plaintiff to punitive damages.

14  
15 FOURTH CAUSE OF ACTION

16 [Trade Libel Against Defendant Mai and Does 1 to 50]

17  
18 45. Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

19  
20 46. As alleged above in Paragraphs 21 through 22, Defendant Mai intentionally,  
21 wrongfully, and without justification, made unprivileged, false and defamatory statements of  
22 purported fact concerning Plaintiff and its business practices.

23  
24 47. The disparaging factual assertions falsely stated, implied, and/or insinuated, among  
25 other things, that Plaintiff was guilty of illegal or unlawful trade practices.

26  
27 48. The defamatory statements are false and were known to be false when made by  
28 Defendant.

1           49.     Said defamatory statements were false and defamatory on their face because they  
2 have a tendency to injure Plaintiff in its trade, business, and occupation in that the statements  
3 imply that Plaintiff engaged in illegal conduct, lacked integrity, and was dishonest.

4  
5           50.     Defendant published these statements to Plaintiff's customers, vendors, business  
6 contacts, shareholders, and to others in the industry.

7  
8           51.     Based on information and belief, said publications were not privileged because  
9 Defendant published them with personal animosity, hatred, and ill-will toward Plaintiff and with  
10 either the knowledge that it was false or without any reasonable grounds for believing that it was  
11 true and with a conscious and reckless disregard of Plaintiff's rights. Defendant published the  
12 statements as part of a plan to destroy Plaintiff. Defendant acted with the intent to injure Plaintiff  
13 in its good name, reputation, and employment.

14  
15           52.     As a direct and proximate result of the defamatory communications, Plaintiff has  
16 suffered, and will suffer, damage to its business and reputation resulting in general, special, and  
17 specific pecuniary damage to Plaintiff in an amount to be proven at the time of trial, but which are  
18 believed to be in excess of \$5,000,000.00.

19  
20           53.     The conduct of Defendants, and each of them, was willful, fraudulent, oppressive  
21 and malicious. The wrongful actions of Defendants were intended to cause injury and loss to  
22 Plaintiff, and were undertaken with a conscious disregard of Plaintiff's rights. Such conduct is  
23 and was malicious, and oppressive, entitling Plaintiff to punitive damages.

24  
25                               FIFTH CAUSE OF ACTION

26                               [Libel Against Defendant Mai and Does 1 to 50]

27  
28           54.     Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

1           55. As alleged above in Paragraphs 21 through 22, Defendant Mai intentionally,  
2 wrongfully, and without justification, made unprivileged, false and defamatory statements of  
3 purported fact(s) concerning Plaintiff and its business practices.

4  
5           56. The disparaging factual assertions falsely stated, implied, and/or insinuated, among  
6 other things, that Plaintiff was guilty of illegal or unlawful trade practices and conduct.

7  
8           57. The defamatory statements are false and were known to be false when made by  
9 Defendant.

10  
11           58. Said defamatory statements were false and defamatory on their face because they  
12 have a tendency to injure Plaintiff in its trade, business, and occupation in that the statements  
13 imply that Plaintiff engaged in illegal conduct, lacked integrity, and was dishonest.

14  
15           59. Defendant published these statements to Plaintiff's customers, vendors, business  
16 contacts, shareholders, and to others in the industry.

17  
18           60. Based on information and belief, said publications were not privileged because  
19 Defendant published them with personal animosity, hatred, and ill-will toward Plaintiff and with  
20 either the knowledge that it was false or without any reasonable grounds for believing that it was  
21 true and with a conscious and reckless disregard of Plaintiff's rights. Defendant published the  
22 statements as part of a plan to destroy Plaintiff. Defendant acted with the intent to injure Plaintiff  
23 in its good name, reputation, and employment.

24  
25           61. As a direct and proximate result of the defamatory communications, Plaintiff has  
26 suffered, and will suffer, damage to its business and reputation resulting in general, special, and  
27 specific pecuniary damage to Plaintiff in an amount to be proven at the time of trial, but which are  
28 believed to be in excess of \$5,000,000.00.

1           62.    The conduct of Defendants, and each of them, was willful, fraudulent, oppressive  
2 and malicious. The wrongful actions of Defendants were intended to cause injury and loss to  
3 Plaintiff, and were undertaken with a conscious disregard of Plaintiff's rights. Such conduct is  
4 and was malicious, and oppressive, entitling Plaintiff to punitive damages.

5  
6                                   SIXTH CAUSE OF ACTION

7                                   [Libel Against Defendant Nguyen and Does 1 to 50]

8  
9           63.    Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

10  
11           64.    As alleged above in Paragraph 20, Defendant Nguyen intentionally, wrongfully,  
12 and without justification, made unprivileged, false and defamatory statements of purported fact(s)  
13 concerning Plaintiff and its business practices.

14  
15           65.    The disparaging factual assertions falsely stated, implied, and/or insinuated, among  
16 other things, that Plaintiff was guilty of illegal or unlawful trade practices.

17  
18           66.    The defamatory statements are false and were known to be false when made by  
19 Defendant.

20  
21           67.    Said defamatory statements were false and defamatory on their face because they  
22 have a tendency to injure Plaintiff in its trade, business, and occupation in that the statements  
23 imply that Plaintiff engaged in illegal conduct, lacked integrity, and was dishonest.

24  
25           68.    Defendant published these statements to Plaintiff's customers, vendors, business  
26 contacts, and shareholders, and to others in the industry.

1           69.    Based on information and belief, said publications were not privileged because  
2 Defendant published them with personal animosity, hatred, and ill-will toward Plaintiff and with  
3 either the knowledge that it was false or without any reasonable grounds for believing that it was  
4 true and with a conscious and reckless disregard of Plaintiff's rights. Defendant published the  
5 statements as part of a plan to destroy Plaintiff. Defendant acted with the intent to injure Plaintiff  
6 in its good name, reputation, and employment.

7  
8           70.    As a direct and proximate result of the defamatory communications, Plaintiff has  
9 suffered, and will suffer, damage to its business and reputation resulting in general, special, and  
10 specific pecuniary damage to the plaintiff in an amount to be proven at the time of trial, but which  
11 are believed to be in excess of \$5,000,000.00.

12  
13           71.    The conduct of Defendants, and each of them, was willful, fraudulent, oppressive  
14 and malicious. The wrongful actions of Defendants were intended to cause injury and loss to  
15 Plaintiff, and were undertaken with a conscious disregard of Plaintiff's rights. Such conduct is  
16 and was malicious, and oppressive, entitling Plaintiff to punitive damages.

17  
18                               SEVENTH CAUSE OF ACTION

19                               [Slander Against Defendant Mai and Does 1 to 50]

20  
21           72.    Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

22  
23           73.    On information and belief, and as alleged in Paragraph 22, Mai published and/or  
24 republished false, unprivileged defamatory statements, orally uttered, regarding NRG.

25  
26           74.    The slanderous communications included, but were not limited to that NRG ran a  
27 Ponzi scheme, had stolen money, and that NRG officers had been arrested. These statements were  
28



1 made by Mai on or about October 23, 2009 at an NRG shareholder meeting and to Minh Tran in  
2 or about May 2009.

3  
4 75. These statements are false and were known to be false when made by Defendant  
5 and Does 1 through 50.

6  
7 76. NRG is further informed and believes that these unprivileged defamatory remarks  
8 were heard and/or seen by numerous other individuals.

9  
10 77. Said statements are defamatory on their face because they have a tendency to injure  
11 NRG in its occupation in that the communications state that NRG (a) was guilty of a crime,  
12 (b) that it intentionally defrauded investors, and (c) lacked integrity, when the truth of the matter is  
13 that said statements were false.

14  
15 78. On information and belief, said publications were not privileged because (among  
16 other reasons) Defendant published them with actual malice evidenced by (a) the slanderous per se  
17 nature of the statements; (b) personal animosity and ill-will toward NRG; (c) with either the  
18 knowledge that the slanderous statements were false or without any reasonable grounds for  
19 believing that they were true and with a conscious and reckless disregard of their truth or falsity or  
20 of NRG's rights by, among other things failing to conduct a proper investigation of the charges;  
21 and (d) Mai published the defamatory statements as part of a plan to discredit and disgrace NRG.  
22 Defendant Mai acted with the intent to injure NRG's reputation and business.

23  
24 79. As a direct and proximate result of the defamatory communications, NRG has  
25 suffered, and will suffer, damage to its reputation resulting in general and special damages to be  
26 proven at the time of trial but which are believed to be in excess of \$5,000,000.00.

1           80.    The conduct of Mai and Does 1 through 50, inclusive, was willful, fraudulent,  
2   oppressive, and malicious. The wrongful actions of Defendants were intended to cause injury and  
3   loss to NRG and were undertaken with a conscious disregard of NRG's rights. Such conduct is  
4   and was malicious and oppressive, entitling NRG to punitive damages.

5  
6                                   EIGHTH CAUSE OF ACTION

7                   [Common Law Unfair Competition Against Mai and Does 1 through 50]

8  
9           81.    Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

10  
11           82.    Defendants' acts and omissions to act constitute unfair competition in violation of  
12   California common law.

13  
14           83.    By reason of Defendants' wrongful acts as alleged herein, Plaintiff has suffered,  
15   and will continue to suffer, irreparable injury to its rights and will suffer substantial loss of  
16   goodwill and its reputation unless and until Defendants are restrained from continuing their  
17   wrongful acts.

18  
19           84.    By reason of Defendants' wrongful acts as alleged herein, Plaintiff has been  
20   damaged in an amount not presently ascertained and to be determined at the time of trial.

21  
22           85.    On information and belief, the conduct of Defendants was willful, oppressive, and  
23   malicious as defined by California Civil Code section 3294. Defendants' wrongful acts were  
24   intended to cause injury and loss to Plaintiff, were undertaken with a conscious disregard of  
25   Plaintiff's rights. Such conduct is and was malicious, oppressive, and entitles Plaintiff to an award  
26   of punitive damages.

1 NINTH CAUSE OF ACTION

2 [Negligence Against Defendant Nguyen and Does 1 through 50]

3  
4 86. Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

5  
6 87. Plaintiff is informed and believes that Nguyen owed NRG a duty of care and skill  
7 to (a) competently perform services on NRG's behalf, (b) refrain from taking action which would  
8 damage the contracts which Nguyen helped NRG negotiate and enter into, and (c) to act with the  
9 reasonable care, skill, diligence, prudence and diligence.

10  
11 88. Plaintiff is informed and believes that Nguyen breached his duties to Plaintiff by  
12 taking the actions as previously alleged.

13  
14 89. As a direct and proximate cause of these breaches, Plaintiff has been damaged in an  
15 amount to be determined at trial.

16  
17 TENTH CAUSE OF ACTION

18 [Breach of Fiduciary Duty Against Defendant Nguyen and Does 1 through 50]

19  
20 90. Plaintiff re-alleges Paragraphs 1 through 23, inclusive.

21  
22 91. By virtue of his positions as NRG's attorney, advisor, and consultant, Plaintiff is  
23 informed and believes that Defendant owed Plaintiff a fiduciary duty to among other things refrain  
24 from taking the actions alleged in Paragraphs 1 through 23.

25  
26 92. By engaging in the acts and omissions described above, Plaintiff is informed and  
27 believes that Defendant breached his fiduciary duty to NRG.

1           93.    As a direct and proximate result of the breach of duty, Plaintiff has been damaged  
2 in a sum according to proof at trial, but which are believed to be in excess of \$5,000,000.00  
3

4           94.    The conduct of Defendant was willful, fraudulent, oppressive and malicious. The  
5 wrongful actions of Defendant were intended to cause injury and loss to Plaintiff, were undertaken  
6 with a conscious disregard of Plaintiff's rights, were designed to wrongfully deprive Plaintiff of its  
7 property, and were undertaken for the sole purpose and with the intention of advancing  
8 Defendant's pecuniary benefit at the expense of Plaintiff. Such conduct is and was malicious,  
9 oppressive and fraudulent, entitling Plaintiff to punitive damages.  
10

#### 11                               ELEVENTH CAUSE OF ACTION

12                   [Conspiracy to Interfere With NRG's Business and Shareholder Relations

13                               Against All Defendants and Does 1 through 50]  
14

15           95.    Plaintiff re-alleges Paragraphs 1 through 94, inclusive.  
16

17           96.    Defendants Nguyen, Mai, and Does 1 through 50, inclusive, agreed and conspired  
18 among themselves to do the wrongful acts previously alleged, including, but not limited to,  
19 defaming NRG in an effort to destroy NRG's relationship with shareholders, investors, and  
20 business contacts.  
21

22           97.    As a result of the Defendants' conspiracy, each Defendant is liable for all of the  
23 acts and damages caused by the other Defendants.  
24

25           98.    As a direct, proximate, and legal result of Defendants' conspiracy, Plaintiff has  
26 been damaged and will continue to be damaged in an amount according to proof at the time of trial  
27 but which are believed to be in excess of \$5,000,000.00  
28

1           99.     The conduct of Defendants was willful, fraudulent, oppressive and malicious. The  
2 wrongful actions Defendants were intended to cause injury and loss to Plaintiff, were undertaken  
3 with a conscious disregard of Plaintiff's rights, were designed to wrongfully deprive Plaintiff of its  
4 property, and were undertaken for the sole purpose and with the intention of advancing  
5 Defendants' pecuniary benefit at the expense of Plaintiff. Such conduct is and was malicious,  
6 oppressive and fraudulent, entitling Plaintiff to punitive damages.

7  
8           WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as  
9 follows:

- 10  
11           1.     For damages according to proof at trial but in no event less than \$5,000,000.00 plus  
12 pre-judgment interest at the maximum legal rate;  
13  
14           2.     For an award of punitive damages in an amount to be determined at trial;  
15  
16           3.     For attorney fees and costs to the extent permitted by law; and  
17  
18           4.     For such other and further relief as the Court deems appropriate.

19  
20   LAW OFFICE OF DIMITRI P. GROSS

21  
22     Dated: April 30, 2010

23   By. 

24   Dimitri P. Gross  
25   Attorneys for Plaintiff NRG Resources,  
26   Inc.  
27  
28