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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Western Division

SECURITIES AND EXCHANGE COMMISSION,	Case No.: 2:17-cv-07124
Plaintiff,	**COMPLAINT**
vs.	
ERIC PULIER,	
Defendant.	

Plaintiff Securities and Exchange Commission ("SEC") alleges:

JURISDICTION AND VENUE

1.   The Court has jurisdiction over this action pursuant to Sections 20(b), 20(d)(1), 20(e), and 22 of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77t(b), 77t(d)(1), 77t(e) & 77v], and Sections 21(d), 21(e) and 27 of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78u(d), 78u(e) & 78aa].

1   2.   Venue is proper in this district pursuant to Section 22(a) of the Securities

2   Act [15 U.S.C. § 77v(a)], and Section 27(a) of the Exchange Act [15 U.S.C. §

3   78aa(a)] because certain of the transactions, acts, practices and courses of conduct

4   constituting violations of the federal securities laws occurred within this district.

5   3.   Defendant, directly or indirectly, made use of the means or instruments

6   of transportation or communication in interstate commerce, or of the mails, or of any

7   facility of a national securities exchange in connection with the transactions, acts,

8   practices, and courses of business alleged in the complaint.

9   **SUMMARY**

10   4.   Eric Pulier defrauded Computer Sciences Corporation ("CSC") out of

11   over $98 million in connection with its November 2013 acquisition of ServiceMesh,

12   Inc. ("SMI"), Pulier's privately-owned cloud software startup. Pulier's fraudulent

13   conduct included paying about $2.5 million in bribes to third parties to assist his

14   scheme, making material misrepresentations to CSC and its auditors, and

15   circumventing CSC's internal accounting controls.

16   5.   Pulier was a major shareholder of SMI when it was sold to CSC in 2013.

17   The sale included a $98 million "earn-out payment" that depended on SMI's stand-

18   alone sales meeting a certain target for a period after the acquisition. Pulier bribed

19   two executives of the Commonwealth Bank of Australia ("CBA") to enter into

20   contracts with CSC in December 2013 and January 2014, which increased

21   SMI/CSC's revenues by over $10 million. But for these two contracts, SMI would

22   not have met the threshold for an approximately $98 million earn-out payment under

23   the sales contract with CSC. As a major shareholder of SMI, Pulier received over

24   $30 million of the $98 million earn-out payment.

25   6.   At the time of the fraudulent conduct, Pulier was an Executive Vice

26   President of CSC. In that position, Pulier falsely attested that CSC had not entered

27   into any contracts with any side agreements and that there had not been any fraud in

28   connection with an audit of SMI's stand-alone sales for the purposes of the earn-out

1   payment. Pulier knew these representations were false because he had offered to pay

2   bribes to two CBA executives to obtain the sales contracts that achieved the earn-out

3   milestone. On March 17, 2015, the New South Wales Police arrested the two CBA

4   executives for their receipt of bribes. CSC put Pulier on administrative leave shortly

5   thereafter, and he resigned from CSC in April 2015.

6   7.   The SEC seeks permanent injunctive relief against Pulier for violations

7   of the antifraud, accounting, and related provisions of the federal securities laws,

8   disgorgement of his ill-gotten gains with prejudgment interest thereon, civil penalties,

9   and an officer and director bar.

10   **DEFENDANT AND RELEVANT INDIVIDUAL AND ENTITIES**

11   8.   **Eric Pulier** is a U.S. citizen who was the founder, president, and a major

12 shareholder in SMI. After CSC acquired SMI, he served as an Executive Vice

13 President of CSC from November 2013 until his resignation in April 2015.

14   9.   **Keith Hunter** is a U.S. citizen who was CBA's Executive Vice

15 President of IT Engineering from June 2011 until his termination on December 24,

16 2014 for the conduct alleged in this Complaint. Hunter admitted his role in the

17 scheme to defraud CSC in a settled civil action against him filed in U.S. District

18 Court in Los Angeles. Hunter also entered into a criminal plea agreement with the

19 United States Attorney's Office for the Central District of California. On December

20 20, 2016, an Australian criminal court sentenced Hunter to three-and-a-half years in

21 prison for his receipt of bribes from Pulier as alleged in this Complaint.

22   10.   **SMI** was a privately-owned cloud software company based in Santa

23 Monica, California. SMI's main product was the patented Agility Platform, a

24 consolidated hybrid cloud system designed for large-scale businesses. Pulier was the

25 founder and president of SMI. On November 15, 2013, CSC acquired SMI and

26 Pulier was named CSC's Executive Vice President of Cloud Computing.

27   11.   **CSC** is a computer science and information technology company

28 incorporated in Nevada and headquartered in Falls Church, Virginia. CSC's common

1 stock is registered with the SEC under Section 12(b) of the Exchange Act and trades

2 on the New York Stock Exchange.

3   12.   **CBA** is a multinational bank headquartered in Sydney, Australia.

4 CBA's common stock trades on the Australian Stock Exchange.

5   **ALLEGATIONS**

6 **A.   Pulier's Historical Relationship with the Two CBA Executives**

7   13.   Pulier founded SMI in 2008. SMI's main product was the Agility

8 Platform ("Agility"), a subscription-based cloud software program that enables large

9 financial, healthcare, and retail institutions to implement a cloud-based IT

10 infrastructure.

11   14.   SMI entered into a Master Supply Agreement with CBA in early 2011,

12 pursuant to which SMI agreed to provide CBA with Agility software, upgrades,

13 services, and other cloud-related products on an ongoing basis.

14   15.   In June 2011, approximately four months after the Master Supply

15 Agreement was signed, CBA hired Keith Hunter as its Executive Vice President of IT

16 Engineering to manage the development and implementation of CBA's new cloud

17 computing strategy using SMI's Agility Platform. Pulier interviewed Hunter before

18 he was hired to make sure Hunter would be a good fit for the implementation of the

19 cloud strategy.

20   16.   After Hunter was hired by CBA, Pulier began working with him, holding

21 weekly phone calls, and socializing with Hunter. Pulier also interacted frequently

22 with a second CBA executive (the "Other CBA Executive") in connection with the

23 implementation of CBA's cloud computing strategy, as well as socially.

24 **B.   CSC's Acquisition of SMI Included an Earn-out Payment**

25   17.   In 2013, CSC agreed to purchase all of SMI's shares pursuant to an

26 Equity Purchase Agreement ("Purchase Agreement") dated October 29, 2013. Under

27 the terms of the Agreement, CSC agreed to make an initial cash payment of

28 $163,261,172, plus a potential earn-out payment of up to $137,014,548 depending on

1 revenues earned by SMI's stand-along operations for the period from January 1, 2013

2 through January 31, 2014 (the "Measurement Period").

3   18.   The earn-out payment was contingent on SMI's operations meeting a

4 revenue target during the Measurement Period. Under the terms of the Purchase

5 Agreement, CSC agreed to pay SMI shareholders approximately $10.15 for every

6 dollar of revenue SMI generated on a stand-alone basis if it met an initial revenue

7 threshold of $20 million during the Measurement Period.

8   19.   CSC's acquisition of SMI closed on November 15, 2013. Following the

9 closing, SMI became a wholly-owned subsidiary of CSC, Pulier became CSC's

10 Executive Vice President of Cloud Computing, and most of SMI's employees became

11 CSC employees.

12   20.   When CSC's acquisition of SMI closed, Pulier received approximately

13 $26 million for his shares of SMI as well as a $13 million bonus payment and an

14 additional $9 million cash payment.

15 **C.   Pulier's Scheme to Defraud CSC**

16   **1.   Pulier Orchestrated a Scheme to Defraud CSC in Connection with**

17   **SMI's Earn-out Payment**

18   21.   In late 2013, Pulier offered to pay bribes to Hunter and the Other CBA

19 Executive in return for their assistance in closing deals between CSC and CBA.

20 Pulier knew, or was reckless in not knowing, that the purpose of the bribes was to

21 encourage Hunter and the Other CBA Executive to enter into contracts with

22 SMI/CSC to increase SMI's stand-alone revenues during the Measurement Period, to

23 enable Pulier to profit from the earn-out payment under the terms of the Purchase

24 Agreement.

25   **2.   CBA's Purchase of McAfee Software from CSC**

26   22.   In late 2013, at Pulier's urging, Hunter and the Other CBA Executive

27 began to lobby for CBA to purchase McAfee security software and services from

28 CSC. While other companies had offered competitive bids to supply the software,

1 including McAfee itself, Hunter and the Other CBA Executive touted the benefits of

2 the deal with CSC and squelched dissenting views of other CBA employees who

3 expressed concerns about the purchase.

4   23.   On or about December 17, 2013, the Other CBA Executive wrote an

5 email to CBA employees responsible for approving the deal, who had raised concerns

6 about the deal, that "Keith [Hunter] and I want this sorted out ASAP – within the next

7 48 hours."

8   24.   In response to the efforts of Hunter and the Other CBA Executive, CBA

9 approved the purchase of McAfee software from CSC on December 23, 2013.

10   25.   Between the date that CBA approved the purchase and the end of the

11 Measurement Period on January 31, 2014, CBA's purchase of McAfee software from

12 CSC generated over $5 million of revenue that counted towards the earn-out payment

13 under the Purchase Agreement between CSC and SMI.

14   **3.   CBA's Purchase of Pivotal Software from CSC**

15   26.   Near the end of January 2014, SMI's total revenues for the Measurement

16 Period were still below the $20 million threshold for the earn-out payment under the

17 terms of the Purchase Agreement between CSC and SMI. Pulier knew that unless

18 SMI's stand-alone revenues increased above the threshold, he and the other SMI

19 shareholders would receive nothing under the earn-out provision.

20   27.   Prior to January 25, 2014, employees of CBA had discussed with Pulier

21 and others at SMI the possibility, at some point in the future, of purchasing Pivotal

22 Cloud Foundry software and services designed to supplement the Agility platform.

23 CBA had not made any decisions concerning a purchase as of that date.

24   28.   In order to increase SMI's stand-alone revenue for the purposes of the

25 earn-out payment, Pulier convinced Hunter to have CBA purchase the Pivotal

26 software from CSC on January 25, 2014, six days before the end of the Measurement

27 Period.

28   29.   Hunter only had authority to sign contracts binding CBA up to AUD $1

1   million. Hunter structured CBA's purchase of Pivotal software from CSC as nine

2   separate contracts, with each contract below AUD $1 million. By breaking the

3   purchase into several smaller contracts, Hunter circumvented CBA's internal policy

4   that required contracts over AUD $7 million to be reviewed and approved by higher-

5   level executives.

6   30.   CBA's January 2014 purchase of Pivotal software from CSC generated

7   over USD $5.4 million USD of revenue for CSC, which counted toward the revenue

8   target threshold for SMI to obtain its earn-out payment.

9   31.   These two purchases by CBA of McAfee and Pivotal software

10   contributed over $10 million to SMI's stand-alone revenue during the Measurement

11   Period.   But for these purchases by CBA, SMI would not have met the $20 million

12   revenue threshold during the Measurement Period, and CSC would therefore not have

13   been contractually bound to make any additional payment under the terms of the

14   Purchase Agreement. But for these purchases by CBA, Pulier would not have

15   received any additional payment from the sale of SMI to CSC under the earn-out

16   provision of the Purchase Agreement.

17   **4.**   **Pulier Lied to CSC's Auditors and its Management about the**

18   **McAfee and Pivotal Deals**

19   32.   From January 31 to March 14, 2014, CSC's technical accounting team

20   and three outside accounting firms reviewed and verified the revenue attributable to

21   SMI's stand-alone operations, including the sales to CBA of McAfee and Pivotal

22   software, to determine whether they met CSC's requirements for revenue recognition

23   and the Purchase Agreement's provisions for an earn-out payment to SMI.

24   33.   As part of the verification process, Pulier signed a representation letter

25   dated January 30, 2014, in which he falsely attested that CSC had not entered into

26   any contracts during the Measurement Period pursuant to "any side letters or

27   agreements (written or oral)." In fact, Pulier knew that this representation was false

28   and omitted material information that he had offered to bribe Hunter and the Other

1   CBA Executive to have CBA make software purchases in December 2013 and

2   January 2014 for the purpose of increasing SMI's stand-alone revenue to meet the

3   revenue threshold for the earn-out payment under the Purchase Agreement.

4   34.   CSC management, including its CFO, relied on Pulier's representation

5   that all of the revenue generated by SMI's stand-alone operations during the

6   Measurement Period was legitimately earned without any fraudulent inducements not

7   known to CSC management.

8   35.   On April 30, 2014, Pulier signed a sub-certification for CSC's Cloud

9   division for the fiscal year ended March 28, 2014, in which he falsely attested that

10   "[w] e are not aware of any side agreement with any companies that are inconsistent

11   with the applicable sales agreement. . ." and "(t)here has been no fraud involving . . .

12   management." In fact, Pulier knew that these statements were false and omitted

13   material information that Pulier had fraudulently offered bribes to Hunter and the

14   Other CBA Executive in connection with CBA's software purchases in December

15   2013 and January 2014, for the purpose of increasing SMI's stand-alone revenue to

16   meet the revenue threshold for the earn-out payment under the Purchase Agreement.

17   36.   CSC management including its CFO, and CSC's auditors, relied on

18   Pulier's false statements in preparing and issuing CSC's Form 10-K for the fiscal

19   year ended March 31, 2014.

20   **5.**   **Pulier Paid Off Hunter and the Other CBA Executive With Over**

21   **$2.5 Million From His Share of the Earn-out Payment**

22   37.   On March 14, 2014, pursuant to the terms of the Purchase Agreement for

23   an earn-out payment based on SMI's stand-alone revenue during the Measurement

24   Period, CSC paid approximately $98,034,058 to SMI's shareholders.

25   38.   The approximately $98 million earn-out payment amounted to about

26   11% of CSC's pre-tax income for the fiscal year ended March 31, 2014. Pulier

27   received a total of approximately $30.6 million of the $98 million earn-out payment.

28   Pulier received over $25 million directly in his individual capacity as a major

1 shareholder of SMI, and received $5.6 million through his wholly-owned company

2 TechAdvisors, LLC.

3   39.   Pulier used a portion of his ill-gotten earn-out payment to pay bribes to

4 Hunter and the Other CBA Executive who had participated in his scheme. In an

5 effort to evade detection, Pulier routed the payments to Hunter and the Other CBA

6 Executive through his non-profit organization. Between August 7, 2014 and

7 September 23, 2014, Pulier caused his non-profit organization to pay a total of USD

8 $630,000 to Hunter.

9   40.   From at least July 26, 2014 to December 15, 2014, Pulier caused his

10 non-profit organization to pay a total of USD $1.9 million to the Other CBA

11 Executive who assisted the scheme.

12   41.   At all relevant times, Pulier acted with scienter. Pulier offered to bribe

13 Hunter and the Other CBA Executive to enter into contracts with SMI/CSC for his

14 personal pecuniary gain, for the sole purpose of falsely increasing SMI's revenue to

15 meet the earn-out threshold in the Purchase Agreement. Pulier knew, or was reckless

16 in not knowing, that his certifications to CSC were false, because he had offered to

17 bribe Hunter and the Other CBA Executive to push through the purchases during the

18 Measurement Period.

19   42.   At a minimum, Pulier was negligent in failing to disclose to CSC his

20 scheme to inflate SMI's stand-alone revenue by paying bribes to Hunter and the

21 Other CBA Executive in return for their actions in making the purchases from CSC

22 during the Measurement Period.

23 **D.   Hunter Falsified Documents to Cover up the Scheme to Defraud CSC**

24   43.   In the fall of 2014, CBA's group security unit ("CBA Security")

25 discovered anomalous wire transfers from Pulier's non-profit organization to Hunter

26 and the Other CBA Executive.

27   44.   CBA Security asked Hunter to provide an explanation for the payments.

28 In response, Hunter fabricated Statements of Work ("SOW") describing management

1 consulting work that he had purportedly provided Pulier's non-profit organization,

2 and provided these to CBA Security.

3   45.   CBA terminated Hunter and the Other CBA Executive on December 24,

4 2014.

5   46.   The New South Wales Police arrested Hunter and the Other CBA

6 Executive on March 17, 2015 for receiving bribes.

7   47.   CSC placed Pulier on administrative leave shortly after Hunter and the

8 Other CBA Executive were arrested.

9   48.   Pulier resigned from CSC in April 2015.

10   49.   Hunter initially pled not guilty to the Australian criminal charges.

11 Hunter provided the Australian authorities with the same fabricated SOWs he had

12 provided to CBA.

13   50.   In late 2015, Hunter admitted his role in the scheme to defraud CSC.

14 Hunter admitted that the SOWs were false, and that he had created them in December

15 2014 on his home computer for the sole purpose of providing CBA Security with an

16 explanation for the payments from Pulier's non-profit organization.

17 <div align="center">**FIRST CLAIM FOR RELIEF**</div>

18 <div align="center">**Fraud in the Offer or Sale of Securities**</div>

19 <div align="center">**Violations of Section 17(a) of the Securities Act**</div>

20   51.   The SEC realleges and incorporates by reference paragraphs 1 through

21 50 above.

22   52.   By engaging in the conduct described above, defendant Pulier engaged

23 in a scheme to defraud CSC by offering bribes to Hunter and the Other CBA

24 Executive to increase SMI's stand-alone revenue during the Measurement Period

25 defined in the Purchase Agreement, and by making false representations to CSC

26 about the revenue and omitting material information about the bribes, for the purpose

27 of enriching himself at the expense of CSC.

28   53.   Be engaging in the conduct described above, defendant Pulier obtained

1   money by means of untrue statements of material fact concerning the lack of any side

2   agreements or fraud, and by omitting to state material facts about his scheme to bribe

3   CBA executives that were necessary to make his statements not misleading.

4   54.   By engaging in the conduct described above, defendant Pulier engaged

5   in transactions, practices, and a course of business to deceive CSC concerning the

6   purchases from CBA and his role in procuring those purchases through bribes to

7   CBA executives.

8   55.   At all relevant times, Pulier acted with scienter to enrich himself at the

9   expense of CSC and to conceal his illegal activities from CSC. Pulier bribed Hunter

10   and the Other CBA Executive to enter into agreements to purchase software for the

11   purpose of enriching himself, and failed to disclose the side agreements to CSC.

12   56.   In the alternative, Pulier was negligent for failing to disclose his

13   agreements with Hunter and the Other CBA Executive to CSC.

14   57.   Defendant Pulier used means or instruments of transportation or

15   communications in interstate commerce and/or the mails, including telephones, email,

16   and wire transfers, to perpetrate his unlawful activities.

17   58.   By reason of the foregoing, defendant Pulier violated, and unless

18   restrained and enjoined, will continue to violate Section 17(a) of the Securities Act

19   [15 U.S.C. § 77q(a)].

SECOND CLAIM FOR RELIEF

Fraud in Connection with the Purchase or Sale of Securities

Violations of Section 10(b) of the Exchange Act and

Rule 10b-5 Thereunder

24   59.   The SEC realleges and incorporates by reference paragraphs 1 through

25   50 above.

26   60.   By engaging in the conduct set forth above, defendant Pulier engaged in

27   a scheme to defraud CSC by offering bribes to Hunter and the Other CBA Executive

28   to increase SMI's stand-alone revenue during the Measurement Period defined in the

1   Purchase Agreement, and by making false representations to CSC about the revenue

2   and omitting material information about the bribes, for the purpose of enriching

3   himself at the expense of CSC.

4   61.   Be engaging in the conduct described above, defendant Pulier obtained

5   money by means of untrue statements of material fact concerning the lack of any side

6   agreements or fraud, and by omitting to state material facts about his scheme to bribe

7   CBA executives that were necessary to make his statements not misleading.

8   62.   By engaging in the conduct described above, defendant Pulier engaged

9   in transactions, practices, and a course of business to deceive CSC concerning the

10 purchases from CBA and his role in procuring those purchases through bribes to

11 CBA executives.

12 63.   At all relevant times, Pulier acted with scienter to enrich himself at the

13 expense of CSC and to conceal his illegal activities from CSC. Pulier bribed Hunter

14 and the Other CBA Executive to enter into agreements for the purpose of enriching

15 himself, and failed to disclose the side agreements to CSC.

16 64.   Defendant Pulier used means or instruments of transportation or

17 communications in interstate commerce and/or the mails, including telephones, email,

18 and wire transfers, to perpetrate his unlawful activities.

19 65.   By reason of the foregoing, defendant Pulier violated, and unless

20 restrained and enjoined, will continue to violate Section 10(b) of the Exchange Act

21 [15 U.S.C. § 78j] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

THIRD CLAIM FOR RELIEF

Lying to Auditors

Violations of Rule 13b2-2 of the Exchange Act

25 66.   The SEC realleges and incorporates by reference paragraphs 1 through

26 50 above.

27 67.   By engaging in the acts and conduct described above, Pulier lied to

28 CSC's internal and external auditors in his management representation letters when

1   he stated that there were no side agreements related to the revenue used to measure

2   the earn-out payment, and that he was not aware of any fraud.

3   68.   By engaging in the acts and conduct described above defendant Pulier

4   directly or indirectly: (1) made or caused to be made a materially false or misleading

5   statement to an accountant in connection with: (i) any audit, review or examination

6   of the financial statements of the issuer required to be made under the federal

7   securities laws; or (ii) the preparation or filing of any document or report required to

8   be filed with the Commission; or (2) omitted to state, or caused another person to

9   omit to state, any material fact necessary in order to make statements made, in light

10   of the circumstances under which such statements were made, not misleading, to an

11   accountant in connection with: (i) any audit, review or examination of the financial

12   statements of the issuer required to be made under the federal securities laws; or (ii)

13   the preparation or filing of any document or report required to be filed with the

14   Commission.

15   69.   Defendant Pulier knew, or was reckless in not knowing, his statements to

16   CSC's auditors were materially false and misleading. Pulier further acted

17   unreasonably in his statements to CSC's auditors.

18   70.   By reason of the foregoing, defendant Pulier violated, and unless

19   restrained and enjoined, will continue to violate Rule 13b2-2 of the Exchange Act [17

20   C.F.R. § 240.13b2-2].

21   **FOURTH CLAIM FOR RELIEF**

22   **Circumvention of Internal Controls and Falsifying Books and Records**

23   **Violations of Section 13(b)(5) of the Exchange Act**

24   71.   The SEC realleges and incorporates by reference paragraphs 1 through

25   50 above.

26   72.   By engaging in the acts and conduct described above, by knowingly

27   providing false information to CSC's auditors, defendant Pulier evaded CSC's

28   internal accounting controls and knowingly provided false management

1 representation letters to CSC and its accountants.

2   73.   By reason of the foregoing, defendant Pulier violated Section 13(b)(5) of

3 the Exchange Act, which prohibits anyone from knowingly circumventing a system

4 of internal accounting controls, knowingly failing to implement a system of internal

5 accounting controls, or knowingly falsifying books, records, and accounts.

6   74.   By reason of the foregoing, defendant Pulier violated, and unless

7 restrained and enjoined, will continue to violate Section 13(b)(5) of the Exchange Act

8 [15 U.S.C. § 78m(b)(5)]

9 **FIFTH CLAIM FOR RELIEF**

10 **Record Keeping and Internal Control Violations**

11 **Violations of Rule 13b2-1 of the Exchange Act**

12   75.   The SEC realleges and incorporates by reference paragraphs 1 through

13 50 above.

14   76.   By engaging in the conduct described above, by knowingly providing

15 false information to CSC's auditors, defendant Pulier falsified and caused to be

16 falsified CSC's required books, records, and accounts, in violation of Exchange Act

17 Rule 13b2-1.

18   77.   By reason of the foregoing, defendant Pulier violated, and unless

19 restrained and enjoined, will continue to violate Rule 13b2-1of the Exchange Act [17

20 C.F.R. § 240.13b2-1].

21 **PRAYER FOR RELIEF**

22   WHEREFORE, the SEC respectfully requests that the Court:

23 **I.**

24   Permanently enjoin Pulier from directly or indirectly violating the applicable

25 provisions and rules of the federal securities laws as alleged and asserted above.

26 **II.**

27   Order Pulier to disgorge all ill-gotten gains from his illegal conduct, together

28 with prejudgment interest thereon.

III.

Order Pulier to pay civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)].

IV.

Pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)], prohibit Pulier from serving as an officer or director of any entity having a class of securities registered with the Commission pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)].

V.

Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

VI.

Grant such other and further relief as this Court may determine to be just and necessary.

Dated: September 27, 2017

/s/ *Catherine W. Brilliant*

Catherine W. Brilliant
Ansu N. Banerjee
John B. Bulgozdy
Attorneys for Plaintiff
Securities and Exchange Commission

15

Complaints and Other Initiating Documents

2:17-cv-07124 Securities and Exchange Commission v. Pulier

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Brilliant, Catherine on 9/27/2017 at 11:07 AM PDT and filed on 9/27/2017

Case Name: Securities and Exchange Commission v. Pulier
Case Number: 2:17-cv-07124
Filer: Securities and Exchange Commission
Document Number: 1

Docket Text:
COMPLAINT No Fee Required - US Government, filed by Plaintiff Securities and Exchange Commission. (Attorney Catherine Wimberly Brilliant added to party Securities and Exchange Commission(pty:pla))(Brilliant, Catherine)

2:17-cv-07124 Notice has been electronically mailed to:

Catherine Wimberly Brilliant   brilliantc@sec.gov

2:17-cv-07124 Notice has been delivered by First Class U. S. Mail or by other means <u>BY THE FILER</u> to :

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:C:\Users\chaj\Desktop\Complaint Pulier.pdf
Electronic document Stamp:
[STAMP cacdStamp_ID=1020290914 [Date=9/27/2017] [FileNumber=24281777-0
] [9821c4858a64664a23840591ca90a1ce99cce6d4b09230e80f2742510879d28ee40
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