

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

COMPLAINT

Plaintiff Securities and Exchange Commission (“Commission”) alleges as follows:

SUMMARY

1. This matter involves an illegal scheme carried out by two senior executives at Veolia Environmental Services Special Services (“Special Services”), a United States subsidiary of Veolia Environnement S.A. (“Veolia”), a multi-national utilities and environmental services company headquartered in Paris, France, over a period of at least three years from 2008 to 2011, to overstate Special Services’ earnings before taxes (“EBT”) through the falsification of accounting records and circumvention of corporate internal controls.

2. Christopher Hohol (“Hohol”), Special Services’ former senior vice president of operations and the most senior executive at Special Services, and Brian Poshak (“Poshak”), the former controller of Special Services, directed and primarily carried out the misconduct.

3. Beginning no later than January 2008 and continuing through February 2011 (the “relevant period”), Hohol and Poshak circumvented internal controls, falsified accounting records, and submitted false financial reports for Special Services in order to meet internal financial projections and create the appearance that Special Services consistently was profitable. Poshak also forged invoices and other documents to support false accounting entries and mislead Veolia’s external auditors.

4. Hohol and Poshak also signed monthly financial and internal control attestations certifying the accuracy of Special Services’ financial reports and the efficacy of Special Services’ internal financial reporting controls, even when they knew that the internal controls were being circumvented and that false financial information was being reported by Special Services to Veolia, Special Services’ ultimate parent. The false financial information provided by Special Services as a result of Hohol’s and Poshak’s misconduct, ultimately, was consolidated into the publicly disclosed financial statements of Veolia. Veolia’s financial statements during the relevant period were filed with and furnished to the Commission.

5. Both Hohol and Poshak were paid bonuses during the relevant period that were substantially based upon the financial performance of Special Services, which gave them a powerful motive for ensuring that Special Services appeared profitable. During the relevant period, Hohol and Poshak received \$136,000 and \$28,000, respectively, in ill-gotten bonus payments.

6. As a result of Hohol’s and Poshak’s misconduct, Special Services overstated its EBT by a total of approximately \$64 million (€50 million) during the relevant period. This, in turn, resulted in the overstatement of operating income in Veolia’s consolidated financial statements for the years 2008 through 2010 in the same amounts. After Veolia became aware of

the falsifications and overstatements of EBT at Special Services, Veolia corrected the overstatements for each of these years on a retrospective basis in its 2011 annual report that was filed with the Commission.

7. By their actions, Hohol and Poshak violated Section 13(b)(5) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 thereunder [17 C.F.R. § 240.13b2-1], and aided and abetted Veolia’s violations of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)].

8. Unless restrained and enjoined by this Court, Hohol and Poshak are likely to continue to engage in acts, practices, and transactions similar to those described in this Complaint.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d) and (e) and 78aa].

10. Venue is proper in this district pursuant to Section 27 of the Exchange Act [15 U.S.C. § 78aa] because certain acts and transactions constituting the violations occurred in this district.

11. Defendants, directly or indirectly, made use of the means or instrumentalities of interstate commerce, or of the mails, or the facilities of a national securities exchange in connection with the transactions, acts, practices and courses of business alleged in this Complaint.

DEFENDANTS

12. **Christopher Hohol** (“Hohol”), age 42, is a resident of Green Bay, Wisconsin. From at least January 2007 to May 2011, Hohol was the senior vice president of Special Services, the most senior management official at Special Services during that time, and in that role supervised Brian Poshak and exercised authority over members of the finance department. Hohol resigned from Veolia on May 20, 2011.

13. **Brian Poshak** (“Poshak”), age 39, is a resident of Green Bay, Wisconsin. From at least July 2007 to May 2011, Poshak was the controller of Special Services. Poshak resigned from Veolia on May 19, 2011.

RELATED ENTITIES

14. **Veolia Environnement S.A.** (“Veolia”) is a French corporation with its principal place of business in Paris, France. Veolia is the world’s largest utility and environmental services company in terms of revenue. Veolia conducts business worldwide, including in the United States, through four reportable segments: water, environmental services, energy services, and transportation. Each segment is comprised of multiple subsidiaries, which are comprised of multiple business units. Veolia is listed on the Euronext and its American Depositary Receipts (“ADRs”) are registered with the Commission pursuant to Exchange Act Section 12(b) and traded on the New York Stock Exchange under the ticker symbol VE. Veolia is a foreign private issuer pursuant to Rule 405 under the Securities Act of 1933 (“Securities Act”) [17 C.F.R. § 230.405] and Exchange Act Rule 3b-4(b) [17 C.F.R. § 240.3b-4(b)] and is required to file periodic reports with the Commission pursuant to Exchange Act Section 13(a) [15 U.S.C. §78m(a)].

15. **Veolia Environmental Services Special Services** (“Special Services”) is a subsidiary of Veolia Environmental Services Industrial Services (“VES IS”), which is a subsidiary of Veolia Environmental Services North America (“VESNA”), which is a subsidiary of Veolia Propert , the environmental services segment of the parent, Veolia. Special Services provides, among other things, on-site equipment, maintenance, and repair services to clients who conduct petroleum exploration and operate underwater drilling equipment. Special Services’ headquarters is located in Neenah, Wisconsin.

FACTUAL ALLEGATIONS

I. Background

16. During the period from 2008 through 2011, Veolia filed annual reports with the Commission on Form 20-F and furnished half year reports to the Commission on Form 6-K. These reports included Veolia’s consolidated financial statements, which incorporated the financial results of Veolia’s subsidiaries, including Special Services.

17. As part of Veolia’s financial reporting process, Special Services prepared its own financial reports on a monthly basis. Poshak prepared these financial reports with the assistance of Special Services’ finance and operations staff. These financial reports were submitted to VES IS and, ultimately, Special Services’ financial information was consolidated into Veolia’s financial statements and publicly disclosed in Veolia’s annual and semi-annual reports that, respectively, were filed with, and furnished to, the Commission.

18. From at least 2008 through early 2011, Poshak knowingly falsified and directed Special Services’ staff to falsify accounting entries that were reflected in Special Services’ monthly financial reports, which artificially increased Special Services’ EBT. Poshak also

circumvented, and cause others to circumvent, Special Services' internal financial reporting controls.

19. Hohol knew that EBT were being artificially inflated and falsely reported during the relevant period and actively participated in the misconduct by directing that certain false accounting entries be made in Special Services' books, records, and accounts and by circumventing and causing others to circumvent Special Services' internal financial reporting controls. Hohol was intimately familiar with and actively involved in Special Services' financial reporting process, including the preparation of its financial reports. Hohol was responsible for ensuring that Special Services' operating units provided accurate and timely business and financial information to Poshak and the finance department. Hohol also reviewed and approved the financial reports before they were submitted to VES IS.

20. After learning of Poshak and Hohol's misconduct, VES IS and VESNA conducted an internal investigation, and Poshak and Hohol ultimately were forced to resign.

21. On or about August 4, 2011, Veolia publicly announced the discovery of "accounting fraud" at Special Services. At that time, Veolia corrected the overstatements of operating income in its financial statements for 2007, 2008, 2009, and 2010 on a retrospective basis in its annual report for the period ending December 31, 2011, which was filed with the Commission on April 13, 2012.

22. Special Services overstated its EBT by approximately \$9 million (€6 million) in 2008, \$25 million (€18 million) in 2009, and \$30 million (€22 million) in 2010, for a total overstatement during the relevant period of approximately \$64 million (€50 million). This, in turn, resulted in the overstatement of operating income in Veolia's consolidated financial statements for the years 2008 through 2010 in the same amounts.

II. Hohol Demanded That Special Services Be Made to Appear That It Met Its Financial Projections and Was Profitable Irrespective of Its Actual Financial Performance

23. Hohol aggressively exerted his authority over all aspects of Special Services' operations, including the finance department, and used threats and intimidation to compel Poshak and others to do what he ordered, including making Special Services appear profitable even when it was not. Hohol repeatedly pressured Poshak and others, including a Special Services' manager ("Manager") who served as the liaison between the operating divisions and the finance department in the financial reporting process, to report higher than actual revenue.

24. As part of the month-end closing process, the Manager compiled preliminary revenue data for each of Special Services' operating divisions, which he typically received directly from Special Services' project managers. Hohol insisted on reviewing these preliminary results before they were reported to VES IS. When the preliminary revenue results fell below the previously projected revenues for the period, Hohol insisted that sufficient revenue had not been reported, that there was additional revenue to be found, and that Poshak and Manager needed to "fix the numbers" and make them conform to the financial projections.

25. Hohol also repeatedly suggested to Poshak which false accounting entries to make, including entries related to inventory and prepaid assets.

26. In response to Hohol's demands, Poshak routinely falsified, and directed Special Services' staff under his control to falsify, accounting entries in Special Services' general ledger, including entries for fictitious revenue accruals, and entries that improperly reclassified expenses as inventory and improperly reclassified expenses (such as rental equipment, including industrial tools and diving gear) as prepaid assets, which artificially increased Special Services' monthly EBT. After Poshak and others made the alterations, Hohol again reviewed the financial results,

which sometimes differed by millions of dollars from the preliminary results reported to him just a few days earlier.

27. Hohol then approved the falsified results that Special Services reported to VES IS, which eventually were consolidated into Veolia's financial statements and filed with the Commission.

28. Poshak repeatedly told Hohol throughout the relevant period that revenues were being falsified and false accounting entries were being made, but this did not deter Hohol from demanding that falsified financial results be recorded and reported to Special Services' corporate parent, VES IS, and ultimately, Veolia.

III. Hohol Personally Directed Specific False Revenues to be Recorded in Special Services' Books and Records

29. Hohol also directed Poshak and others to record specific fictitious revenue in periods where Special Services was below financial projections.

30. On a number of occasions, after reviewing the preliminary revenue results that he had received from the Manager as part of the month-end closing process, Hohol falsely claimed that he had spoken directly to Special Services' project managers and that they had provided Hohol with higher revenue amounts, in excess of what they had initially reported to the Manager only days earlier. Hohol would then order that these newly-reported revenues be recorded in Special Services' books and records, thereby overstating Special Services' EBT.

31. In January 2008, a Special Services accounts receivable supervisor emailed a Special Services division manager to inquire why additional revenue was being recorded for her division at the end of the month, and the division manager responded: "Chris [Hohol] and Brian [Poshak] took the rev[enue], they can make up the story for this amount. It was not my doing."

32. Hohol also expressly directed Poshak and other Special Services' employees to make, or forebear from making, specific accounting entries relating to revenue accruals, workers compensation expenses, bonus accruals, and bad debts, all in order to improperly increase Special Services' EBT.

33. In March 2008, Hohol directed that a false \$1.4 million revenue accrual entry be made to the general ledger and attributed to an on-going Special Services' project ("Project 1"). A finance department employee was initially directed to make the entry because she had access to the general ledger, but she refused because she knew that the revenue was fictitious. Poshak then caused another employee with similar general ledger access to make that entry. On the day the false entry was posted, Poshak emailed Hohol and said he was "scared" to book the revenue accrual entries for Project 1. In the same email, Poshak told Hohol, "I know you don't want to hear this and this stays between us. But . . . if the auditors came in here Chris or asked questions to see back-up we have to completely bullshit our way out of this with emails and such."

34. Many of these false entries were made late in the day on days when Special Services completed its month-end close, and typically were large, even dollar amounts, in contrast to genuine revenue, inventory, and prepaid asset entries, and sometimes differed by millions of dollars from the preliminary results that had been provided to Hohol only a few days earlier.

35. Hohol knew that these last minute entries were false and that the falsified financial results ultimately would be consolidated into the financial statements of Veolia that were filed with, or furnished to, the Commission.

IV. Poshak and Hohol Circumvented Internal Controls and Improperly Delayed Recognition of Credits for Prior Overbillings to Special Services' Customers

36. Hohol directly circumvented, and directed Poshak and other Special Services' employees to circumvent, internal controls at Special Services and VES IS relating to credits that Special Services issued to customers for, among other things, overbillings. This improper practice had the effect of artificially inflating EBT in the periods when such credits properly should have been recorded.

37. During the relevant period, Special Services agreed to credit customer accounts for, among other things, prior overbillings, and issued credit memos to document those credits. Special Services' and VES IS's internal control policies in effect during the relevant period required that all credit memos in amounts of \$10,000 or more be reviewed and approved by VES IS's chief executive officer ("CEO") and chief financial officer ("CFO").

38. Hohol directed Poshak and others to improperly break up certain credit memos in amounts exceeding \$10,000 into multiple credit memos, each in an amount less than \$10,000. The resulting credit memos in amounts below \$10,000 were not submitted to VES IS's CEO or CFO for review and approval in accordance with Special Services' and VES IS's internal controls.

39. By circumventing internal controls and ordering that credit memos be broken up into smaller amounts, Hohol was able to reduce the amount of each credit that would be recorded on Special Services' books and records and in its financial reports for the periods in which the credits were issued and should have been recorded in full in accordance with applicable accounting standards. This improperly increased Special Services' EBT in those periods and concealed this practice from scrutiny by VES IS's senior management and Veolia's external independent auditors. Hohol then would direct that portions of the broken-up credits, in smaller

amounts, be recorded by Special Services in subsequent periods, when they would be less likely to attract scrutiny from Veolia's external auditors and VES IS executives.

40. On June 21, 2010, Hohol sent an email to Poshak and others at Special Services stating: "I had asked two weeks ago for a 9K credit memo for [Customer 1] . . . It's important to get this handled in the 'good months.'" After learning that the credit memo was being broken up, Hohol wrote back: "I need two written off this month then one in July. There is a reason I asked this to be done. Auditors typically look at July-Oct." (Emphases added).

V. In Order to Conceal the False Accounting Entries, Poshak Altered, and Directed Special Services' Finance Staff to Alter, Supporting Documents That Were Submitted to Veolia's External Auditors

41. In order to create documents to support the false general ledger entries and conceal the illegal scheme, Poshak falsified, and caused other members of Special Services' finance staff to falsify, invoices, checks, inventory reports, and other documents to support the false accounting entries that had been selected for testing by Veolia's independent external auditors, as part of Veolia's year-end 2008, 2009, and 2010 external audits.

42. During each of the year-end audits for 2008, 2009, and 2010, Poshak told Hohol that Special Services did not have documentation to support the false accounting entries, and that he would have to create such documentation to provide to the external auditors. Hohol directed Poshak to do whatever was necessary to conceal the scheme.

43. The recurrent falsification of supporting documentation was widely known among Special Services' finance staff as the "arts and crafts project." After one such "arts and crafts" weekend, Poshak and another employee of the finance department depleted all of the white-out in the office while altering and falsifying documents.

VI. Poshak and Hohol Circumvented Internal Controls When They Signed False Special Services' Monthly Financial and Internal Control Attestations

44. Hohol and Poshak further signed monthly financial and internal control attestations, even though they knew that the financial results were false and that internal controls were being circumvented.

45. From at least January 2008 through February 2011, Poshak and Hohol signed Special Services' monthly financial and internal control attestations, certifying, among other things, that the financial information that Special Services provided for inclusion in VES IS's financial statements was accurate, and that Special Services had internal controls adequate to conclude that there are no material misstatements in the financial statements and therefore, there are "no significant deficiencies in internal control."

46. The monthly attestations included the following specific representations regarding the accuracy of Special Services' financial statements:

All known events that have an impact on financial reporting are identified, updated and recorded in the correct accounting period;

All general ledger account reconciliations have been completed on a timely basis . . . [and] identified differences are resolved and recorded in the appropriate accounting period;

The amount shown for inventories represents physical quantities determined by count within the past 12 months and has been adjusted to the physical inventory value during the period in which the count occurred;

All revenue transactions . . . are supported by work in process documentation . . .;

The accounts receivable subsidiary ledger has been reviewed and all receivables are valid. Accounts receivable known to be uncollectible have been written off and adequate provisions have been made for adjustments and losses in the collection of receivables.

47. Poshak and Hohol signed such attestations for each monthly reporting period from January 2008 through February 2011, even when they knew that those specific statements were false.

VII. Hohol and Poshak Benefited From Their Misconduct

48. During the relevant period, Poshak and Hohol both were paid bonuses pursuant to a “Management Incentive Plan” that were based primarily on Special Services and VES IS achieving certain financial objectives. In 2008, Hohol and Poshak were paid \$75,000 and \$19,000, respectively, and, in 2009, Hohol and Poshak were paid \$61,000 and \$9,000, respectively, in bonuses that were based on Special Services and VES IS having achieved financial objectives.

49. Special Services and VES IS did not achieve their financial objectives in 2008 and 2009, but only appeared to have done so as a result of Poshak and Hohol scheme to overstate Special Services’ EBT for those years. In fact, Special Services’ and VES IS’s EBT were overstated by \$9 million in 2008 and \$25 million in 2009. Hohol and Poshak were not entitled to receive bonus amounts for those years.

50. Hohol was paid a total of \$136,000 in ill-gotten bonus payments.

51. Poshak was paid a total of \$28,000 in ill-gotten bonus payments.

52. Poshak and Hohol did not receive bonuses in 2010 because Veolia had become aware of their misconduct before bonuses were paid.

FIRST CLAIM FOR RELIEF

Violations of Section 13(b)(5) of the Exchange Act and Rule 13b2-1 Thereunder

53. Paragraphs 1 through 52 are re-alleged and incorporated herein by reference, as though fully set forth herein.

54. Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] provides that “[n]o person shall knowingly circumvent ... a system of internal accounting controls or knowingly falsify any book, record, or account” of a public company.

55. Rule 13b2-1 of the Exchange Act [17 C.F.R. § 240. 13b2-1] provides that “[n]o person shall, directly or indirectly, falsify or cause to be falsified, any book, record or account subject” to Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)].

56. Section 13(b)(2)(A) requires issuers having a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78] or that are required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], to make and keep books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer.

57. By engaging in the conduct alleged above, Hohol and Poshak knowingly circumvented a system of internal accounting controls and knowingly falsified books, records and accounts described in Section 13(b)(2) of the Exchange Act [15 U.S.C. § 78m(b)(2)] and, directly or indirectly, falsified or caused to be falsified, books, records or accounts subject to Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)].

58. By reason of the foregoing, Hohol and Poshak each violated Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 thereunder [17 C.F.R. § 240. 13b2-1] and are likely to commit such violations in the future unless enjoined from doing so.

SECOND CLAIM FOR RELIEF

Aiding and Abetting Veolia’s Violations of Section 13(b)(2)(A) of the Exchange Act

59. Paragraphs 1 through 52 are re-alleged and incorporated herein by reference, as though fully set forth herein.

60. Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)] provides that “any person

that knowingly or recklessly provides substantial assistance to another person in violation” of a provision of the Exchange Act, or any rule or regulation thereunder, “shall be deemed in violation of such provision to the same extent as the person to whom such assistance is provided.”

61. Hohol and Poshak, by their conduct alleged above, knowingly and recklessly caused Veolia to make and keep books, records, and accounts during the relevant period that did not, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Veolia’s wholly-owned subsidiary, Special Services.

62. By engaging in the conduct described above, Hohol and Poshak aided and abetted Veolia’s violation of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)] by knowingly or recklessly providing substantial assistance to an issuer having a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], in failing to make and keep books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer and are likely to commit such violations in the future unless enjoined from doing so.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court:

I.

Permanent Injunctions

Permanently enjoin Hohol and Poshak from violating Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 thereunder [17 C.F.R. § 240.13b2-1], and from aiding and abetting violations of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78t(e)];

II.

Disgorgement

Order Hohol and Poshak to disgorge any ill-gotten gains as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon;

III.

Penalties

Order Hohol and Poshak to pay civil money penalties pursuant to Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)];

IV.

Further Relief

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

Dated: January 14, 2014

Respectfully submitted,

Of Counsel:
Yuri B. Zelinsky
Securities and Exchange Commission

s/ Kelly J. Rock
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

U.S. Securities Exchange Commission

DEFENDANTS

Christopher Hohol
Brian Poshak

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Brown**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 78m(b)(5); 17 C.F.R. § 240.13b2-1; aiding and abetting 15 U.S.C. § 78m(b)(2)(A).
Brief description of cause:
Falsification of accounting records and circumvention of internal controls; causing false filings with the SEC.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMANDS CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: 1/14/2014 SIGNATURE OF ATTORNEY OF RECORD: [Signature]

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on January 14, 2014, I caused a copy of the **SEC's Motion for Entry of Final Judgment**, along with accompanying exhibits, on the following parties below via UPS mail:

Brian Poshak
2962 Marble Mountain Way
Green Bay, WI 54313

Counsel for Christopher Hohol:
Daniel Blinka, Esq.
Godfrey Kahn S.C.
780 North Water Street
Milwaukee, WI 53202-3590

DATED: January 14, 2014

Respectfully submitted,

Of Counsel:
Yuri B. Zelinsky
Securities and Exchange Commission

s/ Kelly J. Rock
Kelly J. Rock (DC Bar # 472232)
Drew M. Dorman (NY Bar # 4306148)
Attorneys for Plaintiff
Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549-4010
Telephone: (202) 551-4760
Facsimile: (202) 772-9277
Email: rockk@sec.gov

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

CONSENT OF CHRISTOPHER HOHOL

1. Defendant Christopher Hohol (“Defendant”) waives service of a summons and the complaint in this action, enters a general appearance, and consents to the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 11 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the “Final Judgment”) and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violating Section 13(b)(5) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 [17 C.F.R. § 240.13b2-1] thereunder, and for aiding and abetting Veolia Environnement S.A.’s

violations of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)]; and

- (b) orders Defendant to pay disgorgement in the amount of \$136,000, plus prejudgment interest thereon in the amount of \$16,649, for a total of \$152,649; but waives all but \$106,000 based on Defendant's sworn Statement of Financial Condition.

3. Defendant acknowledges that the Court is waiving payment of \$46,649 of disgorgement and pre-judgment interest and not imposing a civil penalty based on Defendant's sworn representations in Defendant's Statement of Financial Condition dated September 30, 2013 and other documents and information submitted to the Commission. Defendant further consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning Defendant's assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In any such petition, the Commission may move the Court to consider all available remedies, including but not limited to ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of the Court's Final Judgment. The Commission may also request additional discovery.

Defendant may not, by way of defense to such petition: (1) challenge the validity of this Consent or the Final Judgment; (2) contest the allegations in the complaint; (3) assert that payment of disgorgement, pre-judgment or post-judgment interest, or a civil penalty should not be ordered; (4) contest the amount of disgorgement or pre-judgment or post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including but not limited to any statute of limitations defense.

4. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

6. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

7. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

8. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

9. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission,

within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

11. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies

the allegations.” As part of Defendant’s agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code [11 U.S.C. § 523] that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code [11 U.S.C. § 523(a)(19)]. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant’s: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

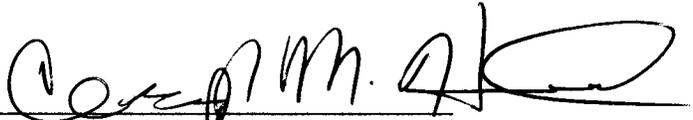
12. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney’s fees or other fees,

expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

13. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

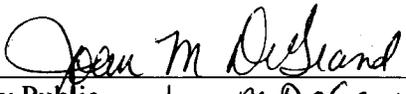
14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 12-19-13



Christopher Hohol

On December 19, 2013, Christopher Hohol, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public Jean M DeGrand
Commission expires: 12-1-2017

Approved as to form:



Daniel Blinks, Esq.
Godfrey & Kahn S.C.
780 North Water Street
Milwaukee, Wisconsin 53202-3590

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

FINAL JUDGMENT AS TO DEFENDANT CHRISTOPHER HOHOL

The Securities and Exchange Commission having filed a Complaint and Defendant Christopher Hohol (“Defendant”) having entered a general appearance; consented to the Court’s jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI.); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant’s agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from knowingly circumventing or knowingly failing to implement a system of internal accounting controls, or knowingly falsifying, or directly

or indirectly, falsifying or causing to be falsified, any book, record, or account described in Section 13(b)(2) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78m(b)(2)], in violation of Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] and Exchange Act Rule 13b2-1 [17 C.F.R. § 240.13b2-1].

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant’s agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from aiding and abetting any violation of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)] by knowingly providing substantial assistance to an issuer having a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], in failing to make and keep books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer.

III.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$136,000, representing his pecuniary gain as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$16,649, for a total of \$152,649. Based on Defendant’s sworn representations in his Statement of Financial Condition dated September 30, 2013, and other documents and information submitted to the Commission, payment of all but \$106,000 of the disgorgement and pre-judgment interest

thereon is waived.

Defendant shall satisfy this obligation by paying to the Commission \$106,000, plus post-judgment interest, in accordance with the following schedule:

- (1) A payment of \$34,000 will be made within fourteen (14) days following entry of this Final Judgment; and
- (2) Subsequently, a total of two annual payments of \$36,000 each will be made on December 31, 2014, and December 31, 2015, respectively.

Payments shall be deemed made on the date they are received by the Commission and shall be applied first to the post-judgment interest, which shall accrue pursuant to 28 U.S.C. § 1961 on any unpaid amounts due after 14 days of the entry of Final Judgment. Prior to making the final payment as set forth therein, Hohol shall contact the staff of the Commission for the amount due for the final payment.

If Hohol fails to make any payment by the date agreed and/or in the amount agreed according to the schedule set forth above, all outstanding payments under this Final Judgment, including post-judgment interest, minus any payments made, shall become due and payable immediately at the discretion of the staff of the Commission without further application to the Court.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange

Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Christopher Hohol as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to Yuri B. Zelinsky, Assistant Director, Securities and Exchange Commission, 100 F Street, N.E., Washington, DC 20549. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, based on Defendant's sworn representations in his Statement of Financial Condition dated September 30, 2013, and other documents and information submitted to the Commission, the Court is not imposing a civil penalty. The determination not to impose a civil penalty and to waive payment of all but \$106,000 of the disgorgement and pre-judgment interest is contingent upon the

accuracy and completeness of Defendant's Statement of Financial Condition. If at any time following the entry of this Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The Commission may also request additional discovery. Defendant may not, by way of defense to such petition: (1) challenge the validity of the Consent or this Final Judgment; (2) contest the allegations in the Complaint filed by the Commission; (3) assert that payment of disgorgement, pre-judgment and post-judgment interest or a civil penalty should not be ordered; (4) contest the amount of disgorgement and pre-judgment and post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense. Defendant shall also pay post-judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code [11 U.S.C. § 523], the allegations in the complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code [11 U.S.C. § 523(a)(19)].

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: _____, _____

UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

**MOTION FOR ENTRY OF FINAL JUDGMENTS
AS TO DEFENDANTS CHRISTOPHER HOHOL AND BRIAN POSHAK**

Plaintiff Securities and Exchange Commission (“SEC”), by its attorneys, respectfully moves for the entry of final judgments as to Defendants Christopher Hohol (“Hohol”) and Brian Poshak (“Poshak”). In support of its motion, the SEC states:

1. The SEC initiated this action against Defendants Hohol and Poshak on January 14, 2014.
2. The Complaint alleges that Hohol and Poshak violated Section 13(b)(5) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 thereunder [17 C.F.R. § 240.13b2-1] and aided and abetted Veolia Environnement S.A.’s violations of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)].
3. The SEC and the Defendants Hohol and Poshak have reached agreements to settle this action.
4. Defendant Hohol has consented to entry of final judgment against him pursuant to the terms of the Consent of Defendant Christopher Hohol attached hereto as Exhibit A.

Defendant Hohol also has “agree[d] that the Commission may present the Final Judgment to the Court for signature and entry without further notice.” (Paragraph 13, Ex. A).

5. Defendant Poshak has consented to entry of final judgment against him pursuant to the terms of the Consent of Defendant Christopher Hohol attached hereto as Exhibit B. Defendant Poshak also has “agree[d] that the Commission may present the Final Judgment to the Court for signature and entry without further notice.” (Paragraph 13, Ex. B).

6. Accordingly, the SEC respectfully moves the Court to enter final judgments against Defendants Hohol and Poshak. Proposed orders for each of the Defendants are attached hereto as Exhibits C and D. Entry of the requested judgments will resolve all claims in this litigation.

WHEREAS, plaintiff Securities and Exchange Commission respectfully requests that the Court enter final judgments as to Defendants Hohol and Poshak in the forms of the proposed orders attached as Exhibits C and D.

Dated: January 14, 2014

Of Counsel:
Yuri B. Zelinsky
Securities and Exchange Commission

Respectfully submitted,

s/ Kelly J. Rock
Kelly J. Rock (DC Bar # 472232)
Drew M. Dorman (NY Bar # 4306148)
Attorneys for Plaintiff
Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549-4010
Telephone: (202) 551-4760
Facsimile: (202) 772-9277
Email: rockk@sec.gov

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CHRISTOPHER HOHOL and
BRIAN POSHAK,

Defendants.

CASE NO.

CONSENT OF BRIAN POSHAK

1. Defendant Brian Poshak ("Defendant") waives service of a summons and the complaint in this action, enters a general appearance, and consents to the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 11 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violating Section 13(b)(5) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 [17 C.F.R. § 240.13b2-1] thereunder, and for aiding and abetting Veolia Environnement S.A.'s

violations of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)]; and

- (b) orders Defendant to pay disgorgement in the amount of \$28,000, plus prejudgment interest thereon in the amount of \$3,500.

3. Defendant acknowledges that the Court is not imposing a civil penalty based on Defendant's sworn representations in Defendant's Statement of Financial Condition dated October 21, 2013, and other documents and information submitted to the Commission. Defendant further consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning Defendant's assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In any such petition, the Commission may move the Court to consider all available remedies, including but not limited to ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of the Court's Final Judgment. The Commission may also request additional discovery. Defendant may not, by way of defense to such petition: (1) challenge the validity of this Consent or the Final Judgment; (2) contest the allegations in the complaint; (3) assert that payment of disgorgement, pre-judgment or post-judgment interest, or a civil penalty should not

be ordered: (4) contest the amount of disgorgement or pre-judgment or post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including but not limited to any statute of limitations defense.

4. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

6. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

7. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

8. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

9. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or

representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

11. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement

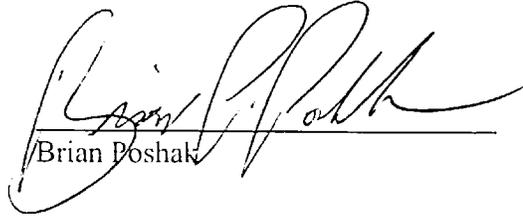
to the effect that Defendant does not admit the allegations of the complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code [11 U.S.C. § 523] that the allegations in the complaint are true, and further, that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code [11 U.S.C. § 523(a)(19)]. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

12. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

13. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 12/23/13

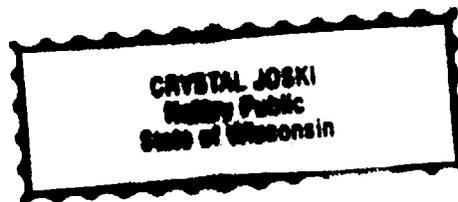


Brian Poshak

On December 23, 2013, Brian Poshak, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public
Commission expires: May 14, 2017





**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**CHRISTOPHER HOHOL and
BRIAN POSHAK,**

Defendants.

CASE NO.

FINAL JUDGMENT AS TO DEFENDANT BRIAN POSHAK

The Securities and Exchange Commission having filed a Complaint and Defendant Brian Poshak (“Defendant”) having entered a general appearance; consented to the Court’s jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein in paragraph VI.); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant’s agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from knowingly circumventing or knowingly failing to implement a system of internal accounting controls, or knowingly falsifying, or directly

or indirectly, falsifying or causing to be falsified, any book, record, or account described in Section 13(b)(2) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78m(b)(2)], in violation of Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] and Exchange Act Rule 13b2-1 [17 C.F.R. § 240.13b2-1].

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant’s agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from aiding and abetting any violation of Section 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)] by knowingly providing substantial assistance to an issuer having a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], in failing to make and keep books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$28,000, representing his pecuniary gain as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$3,500 for a total of \$31,500.

Defendant shall satisfy this obligation by paying to the Commission \$31,500, plus post-judgment interest, by making an initial payment of \$5,000 within fourteen (14) days after the entry of this Final Judgment; and a subsequent payment of \$26,500, plus post judgment interest,

in twelve (12) equal installments of \$2,208.33 pursuant to the schedule below:

1. \$2,208.33 shall be made within 90 days after the entry of this Final Judgment;
2. \$2,208.33 shall be made within 180 days after the entry of this Final Judgment;
3. \$2,208.33 shall be made within 270 days after the entry of this Final Judgment;
4. \$2,208.33 shall be made within 360 days after the entry of this Final Judgment;
5. \$2,208.33 shall be made within 450 days after the entry of this Final Judgment;
6. \$2,208.33 shall be made within 540 days after the entry of this Final Judgment;
7. \$2,208.33 shall be made within 630 days after the entry of this Final Judgment;
8. \$2,208.33 shall be made within 720 days after the entry of this Final Judgment;
9. \$2,208.33 shall be made within 810 days after the entry of this Final Judgment;
10. \$2,208.33 shall be made within 900 days after the entry of this Final Judgment;
11. \$2,208.33 shall be made within 990 days after the entry of this Final Judgment; and

12. \$2,208.33, plus any remaining balance, including post judgment interest, shall be made within 1,080 days after the entry of this Final Judgment.

Payments shall be deemed made on the date they are received by the Commission and shall be applied first to the post-judgment interest, which shall accrue pursuant to 28 U.S.C. § 1961 on any unpaid amounts due after 14 days of the entry of Final Judgment. Prior to making the final payment as set forth therein, Poshak shall contact the staff of the Commission for the amount due for the final payment.

If Poshak fails to make any payment by the date agreed and/or in the amount agreed according to the schedule set forth above, all outstanding payments under this Final Judgment, including post-judgment interest, minus any payments made, shall become due and payable immediately at the discretion of the staff of the Commission without further application to the Court.

Defendant may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; Brian Poshak as a defendant in this action; and specifying that payment is made

pursuant to this Final Judgment.

Defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to Yuri B. Zelinsky, Assistant Director, Securities and Exchange Commission, 100 F Street, N.E., Washington, DC 20549. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after 14 days following entry of this Final Judgment.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, based on Defendant's sworn representations in his Statement of Financial Condition dated October 21, 2013, and other documents and information submitted to the Commission, the Court is not imposing a civil penalty. The determination not to impose a civil penalty is contingent upon the accuracy and completeness of Defendant's Statement of Financial Condition. If at any time following the entry of this Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall

be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The Commission may also request additional discovery. Defendant may not, by way of defense to such petition: (1) challenge the validity of the Consent or this Final Judgment; (2) contest the allegations in the Complaint filed by the Commission; (3) assert that payment of disgorgement, pre-judgment and post-judgment interest or a civil penalty should not be ordered; (4) contest the amount of disgorgement and pre-judgment and post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense. Defendant shall also pay post-judgment interest on any delinquent amounts pursuant to 28 U.S.C. § 1961.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code [11 U.S.C. § 523] the allegations in the complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement

entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code [11 U.S.C. § 523(a)(19)].

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: _____, _____

UNITED STATES DISTRICT JUDGE