



**EXPEDITED APPLICATION TO EMPLOY HIGGS & JOHNSON AS  
BAHAMIAN COUNSEL TO RECEIVER EFFECTIVE AS OF MARCH 7, 2025**

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the “Receiver”) for the Receivership Parties (as defined in the Receivership Order) and receivership estates (collectively, the “Estates”) in the above-captioned case (the “Case”), hereby files this *Expedited Application to Employ Higgs & Johnson as Bahamian Counsel to Receiver Effective as of March 7, 2025* (the “Application”), pursuant to this Court’s *Order Appointing Receiver* [ECF No. 17] (the “Receivership Order”),<sup>1</sup> requesting entry of an order, substantially in the form of the proposed order (the “Proposed Order”) attached hereto as **Exhibit A**, granting approval to employ Higgs & Johnson (“H&J” or the “Firm”) as Bahamian counsel to the Receiver in this Case. In support of the Application, the Receiver respectfully represents as follows:

**I. Background**

1. On December 1, 2021 (the “Commission Application Date”), Plaintiff, United States Securities and Exchange Commission (the “Commission”), filed its application for the appointment of a receiver for the Receivership Parties (the “Commission Application”).

2. On December 2, 2021, this Court determined that entry of an order appointing a receiver over the Receivership Parties was both necessary and appropriate to marshal, conserve, hold, and operate all of the Receivership Parties’ assets pending further order of this Court. Accordingly, the Court entered the Receivership Order on December 2, 2021, appointing Deborah D. Williamson as the Receiver over the Estates in this Case.

3. Pursuant to Paragraph 8(H) of the Receivership Order, the Receiver is authorized to employ attorneys as the Receiver deems necessary to perform the Receiver’s duties set forth in

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<sup>1</sup> Capitalized terms used herein but not otherwise defined shall have the meaning ascribed in the Receivership Order.

the Receivership Order. *See* ECF No. 17, at ¶ 8(H). Further, pursuant to Paragraph 60 of the Receivership Order, “the Receiver is authorized to solicit persons and entities (‘Retained Personnel’) to assist [her] in carrying out the duties and responsibilities described in this Order. The Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.” *Id.* at ¶ 60.

4. On February 19, 2025, the Receiver filed the *Receiver’s Complaint Against Monroe Singh Sahota, Sunny Singh Sahota, and Mandeep Kaur Sahota* [No. 4:25-cv-00159-O, ECF No. 1], initiating fraudulent transfer litigation (the “Bahamas Litigation”) against certain members of the Sahota family with respect to two (2) pieces of real property located on Cat Island in the Commonwealth of the Bahamas, which were purchased with Estates’ funds for the benefit of Monroe Singh Sahota, Sunny Singh Sahota, and Mandeep Kaur Sahota (collectively, the “Sahota Family”).<sup>2</sup>

5. The Receiver requests expedited consideration of this Application. Should the Court set this Application for hearing, the Receiver, a Firm representative, and the undersigned counsel are available the weeks of March 10 or March 17, 2025.

## **II. Relief Requested**

6. The Receiver seeks an expedited hearing and entry of the Proposed Order, authorizing the employment and retention of the Firm, effective as of March 7, 2025, as Bahamian counsel to the Receiver to assist with issues (the “Issues”), including, but not limited to:

- a. Providing advice in relation to: (i) the ability of the Receiver to recover or take control of real estate assets situated in the Commonwealth of the Bahamas

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<sup>2</sup> There are also ongoing discussions related to potential resolutions that could necessitate the immediate need for Bahamian counsel to obtain judicial “recognition” of the Receiver in the Bahamas and to accept title to the properties.

(the “Bahamas”) and (ii) any requirements or challenges of the Receiver being recognized in the Bahamas judicially;

- b. Depending on the need for judicial recognition, to assist the Receiver in obtaining such recognition;<sup>3</sup>
- c. Assisting the Receiver in obtaining injunctive relief in relation to the Bahamas assets to prevent them from being charged or transferred prior to the Receiver’s rights being determined in the Bahamas;
- d. Assisting the Receiver judicially in the process of recovery; and
- e. Providing the Receiver with advice relating to the disposing of Bahamian assets and assisting with engaging appropriate professionals to facilitate the same.<sup>4</sup>

7. Without the assistance of Bahamian counsel, the Receiver cannot be judicially recognized in the Bahamas, cannot legally hold title to real property in the Bahamas, and cannot sell or transfer property.

8. The approval of this Application effective as of March 7, 2025, will not prejudice any parties-in-interest in this Case. The Receiver further submits that the relief requested herein is necessary, appropriate, and in the best interests of the Estates and its parties-in-interest.

### **III. The Firm’s Qualifications**

9. H&J is a full-service corporate and commercial law firm, operating for over 75 years from one of the world’s leading offshore financial centers—The Bahamas. The Firm has four (4) office locations throughout the Bahamas.

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<sup>3</sup> The process to judicially recognize the Receiver in the Bahamas could take between three (3) to nine (9) months. Hence, the need for expedited basis for consideration of this Application.

<sup>4</sup> In accordance with the Receivership Order, the Receiver will seek Court approval prior to the retention and engagement of any additional professionals.

10. There appears to be only four firms ranked by Chambers in the Bahamas in relation to this type of work. H&J routinely handles matters involving commercial litigation, asset recovery, and real property transactions. The Receiver believes the most efficient and cost-effective decision is to hire H&J for the specific purpose of representing her on the Issues. The Receiver believes that employing H&J for these purposes makes business sense, is necessary, and is in the best interest of the Estates.

11. In addition, the Receiver has been informed and believes that, based on the *Declaration of Tara A. Archer-Glasgow in Support of Expedited Application to Employ Higgs & Johnson as Bahamian Counsel to Receiver Effective as of March 7, 2025* (the “Declaration”), which is attached hereto as Exhibit B, Tara A. Archer-Glasgow and Audley D. Hanna, Jr. (junior partner), and Ja’Ann M. Major (junior partner) will be working primarily on this Case and all are members of The Bahamas Bar Association in good standing. A proposed form of engagement letter with H&J is attached hereto as Exhibit C. Biographies of the H&J professionals working primarily on this Case are attached hereto as Exhibit D.<sup>5</sup> Also, the Receiver is unaware of any conflicts between the Firm and the Receivership Parties or the Receivership Assets and/or Recoverable Assets, other than any conflicts disclosed in the Declaration.

12. The Receiver also believes that the Firm has considerable experience in matters of this character and is well-qualified to represent her in connection with this Case.

13. **To be clear, attorneys of the Firm will solely provide legal services to the Receiver in the Bahamas and will not practice, appear, or otherwise provide legal services to the Receiver outside of the Bahamas or before Bahamian courts.**

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<sup>5</sup> Other attorneys or paralegal employed by the Firm may from time to time assist the Receiver with the Issues.

**IV. Compensation and Reimbursement**

14. Subject to this Court’s approval of the Firm’s engagement, the Receiver proposes to compensate the Firm on an hourly basis. Set forth below are the proposed hourly rates as of the filing of this Application:

<u>Professional</u>	<u>Proposed Hourly Rate</u>
Tara A. Archer-Glasgow (Partner)	\$800.00
Junior Partners	\$600.00
Senior Associates	\$500.00
Associates	\$425.00

15. The Receiver and her undersigned counsel performed market rate diligence on the Firm’s proposed rates. A chapter 7 trustee in the United States Bankruptcy Court for the Central District of California – Los Angeles Division recently filed an application to employ Peter D. Maynard Counsel & Attorneys as special Bahamian counsel.<sup>6</sup> There, the chapter 7 trustee agreed to hourly rates ranging up to \$900.00 for Bahamian attorneys. Additionally, the chapter 7 trustee agreed to the payment of 10% Value Added Tax (“VAT”) on the payment of fees, as required by Bahamian law.<sup>7</sup>

16. Two “Bill of Costs” (professional fees, costs, and disbursements) pleading examples provided by the Firm detail hourly rates of other Bahamian firms’ attorneys in wholly unrelated civil litigation before the Bahamian Supreme Court ranging up to \$900.00 per hour.<sup>8</sup>

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<sup>6</sup> *In re Girardi Keese* (the “Girardi Case”), No. 2:20-bk-21022-BR (C.D. Cal. Feb. 19, 2025), ECF No. 2277.

<sup>7</sup> The Receiver will also be obligated to pay a 10% VAT.

<sup>8</sup> See, e.g., *The Comm. to Restore NYMOX S’holder Value, Inc. (CRNSV) et al v Paul Averbach et al* [2023/COM/com/00057] (19 June 2024); *The Queen and The Rt. Hon. Perry Christie et al, Ex Parte Responsible Development for Abaco (RDA) Ltd* [2016/PUB/jrv/FP/00005] (24 October 2023).

17. In addition to the compensation for services rendered, the Firm shall be reimbursed for all reasonable out-of-pocket expenses incurred relating directly to the work performed for the Receiver in this Case.

18. The Receiver proposes to fund a retainer in the total amount of \$20,000.00 relating to work performed for the Receiver in this Case. In the Girardi Case, the proposed retainer was \$50,000.00. The H&J retainer will be held until final submission of fees.

19. To ensure compliance with all applicable deadlines and exigencies in this Case, the Firm may from time to time utilize the services of overtime secretarial or legal assistants and may seek reimbursement for the same. The Firm does not charge for secretarial or word-processing expenses incurred during the normal working day.

20. The Firm shall seek approval for compensation of its fees and expenses on an interim and final basis in accordance with the Court's Receivership Order, the local rules of this Court, the Billing Instructions, and other applicable orders of the Court. The Firm will keep contemporaneous time records on a daily basis and track its billings on a quarter-of-an-hour basis<sup>9</sup> with time charges allocated accordingly.

#### **V. H&J's Disinterestedness**

21. In support of the Application, the Receiver submits the Declaration. The Declaration includes results from the computerized conflicts search run by the Firm, which includes narratives explaining any connection between the Firm and the Commission, Receivership Parties, the Estates, and any other significant parties-in-interest in this Case. Except as set forth below or in the Declaration, to the best of the Receiver's knowledge, the Firm has no

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<sup>9</sup> This is standard billing practice in the Bahamas, and H&J's billing software does not have the capability to bill in tenth-of-an-hour increments as required by the Commission's Billing Instructions.

current connection with the Commission, the Receivership Parties, the Estates, or any other significant parties-in-interest in this Case, and the Firm does not represent any interest adverse to the Commission, Receivership Parties, the Estates, or any other significant parties-in-interest in this Case on the matters to which the Firm is being retained. Likewise, except as set forth below or in the Declaration, the Firm does not represent any interest materially adverse to the Commission, Receivership Parties, the Estates, or any other significant parties-in-interest in this Case.

22. In addition, as detailed in the Declaration, the Firm has informed the Receiver that it may have and may continue to provide legal advice to or have relationship with parties other than the Receiver. The Firm has also informed the Receiver that, except as set forth below or in the Declaration, it is not presently representing any party in this Case or with interests that conflict with those of the Receiver. However, given its practice and client base, the Firm may represent clients in matters unrelated to this Case who are or become parties in interest to this Case.

23. In addition, as of the Commission Application Date, the Firm was not owed any money for legal services rendered to or expenses paid on behalf of the Receiver in this Case.

24. The Firm has neither shared nor agreed to share with any other person compensation received or to be received in this Case.

25. To the best of the Receiver's knowledge, and except as disclosed in the Declaration, the Firm does not hold or represent any other interest adverse to the Estates. The Receiver believes that the Firm is a disinterested person qualified to represent the Receiver in this Case. The Receiver submits that H&J's employment in this Case would be in the best interests of the Estates and the parties-in-interest thereof.



26. This Court will be the sole and exclusive venue to hear and decide any controversy or dispute regarding the Receiver's engagement of the Firm.

**WHEREFORE**, the Receiver respectfully requests that this Court enter the Proposed Order (a) authorizing the employment of H&J as Bahamian counsel to the Receiver in this Case effective as of March 7, 2025; (b) authorizing the Firm to be compensated as set forth herein; and (c) awarding the Receiver such other and further relief that this Court deems just and proper.

Dated: March 11, 2025

Respectfully submitted,

By: /s/Deborah D. Williamson  
Deborah D. Williamson  
(Receiver)  
State Bar No. 21617500  
dwilliamson@dykema.com  
**DYKEMA GOSSETT PLLC**  
112 East Pecan Street, Suite 1800  
San Antonio, Texas 78205  
Telephone: (210) 554-5500  
Facsimile: (210) 226-8395

and

Danielle R. Behrends  
State Bar No. 24086961  
dbehrends@dykema.com  
Dominique A. Douglas  
State Bar No. 21434409  
ddouglas@dykema.com  
**DYKEMA GOSSETT PLLC**  
112 East Pecan Street, Suite 1800  
San Antonio, Texas 78205  
Telephone: (210) 554-5500  
Facsimile: (210) 226-8395

**COUNSEL TO RECEIVER**

**CERTIFICATE OF CONFERENCE**

I hereby certify that on March 10, 2025, I conferred with Plaintiff, United States Securities and Exchange Commission (the “Commission”) as to the terms and conditions of the employment of Higgs & Johnson as set forth in the foregoing application. The Commission does not oppose the relief sought herein.

*/s/ Danielle Rushing Behrends*  
Danielle Rushing Behrends

**CERTIFICATE OF SERVICE**

I hereby certify that on March 11, 2025, the foregoing document was served via CM/ECF on all parties appearing in this case and via email on the following unrepresented parties on this Court’s docket:

James Ikey  
james.ikeyrcg@gmail.com

Bridy Ikey  
bridydikey@gmail.com

IGroup Enterprises LLC  
c/o James Ikey  
james.ikeyrcg@gmail.com

John Muratore  
jmuratore6@gmail.com

Muratore Financial Services, Inc.  
jmuratore6@gmail.com

Thomas Brad Pearsey  
bradpearsey@aol.com

Manjit Singh (aka Roger) Sahota  
Harprit Sahota  
Monrose Sahota  
rogersahota207@gmail.com

Sunny Sahota  
sunnysanangelo@gmail.com

*/s/ Danielle Rushing Behrends*  
Danielle Rushing Behrends

**EXHIBIT A**



**ORDER APPROVING EMPLOYMENT OF HIGGS & JOHNSON  
AS BAHAMIAN COUNSEL TO RECEIVER EFFECTIVE AS OF MARCH 7, 2025**

Before the Court is the *Expedited Application to Employ Higgs & Johnson as Bahamian Counsel to Receiver Effective March 7, 2025* (the “Application”),<sup>1</sup> filed by Deborah D. Williamson, Court-appointed Receiver in the Case, pursuant to the Court’s December 2, 2021 *Order Appointing Receiver* [ECF No. 17] entered in this Case; the Court finds that: (i) it has subject matter jurisdiction over the Application; (ii) it has personal jurisdiction over the Receivership Parties; (iii) Higgs & Johnson (the “Firm”) (a) does not represent or hold any interest adverse to the Receivership Parties or the Estates and (b) is disinterested and not otherwise disqualified from representing the Receiver; (iv) the Receiver’s employment of the Firm under the scope outlined in the Application is in the best interests of the Estates; (v) proper and adequate notice of the Application has been given and that no other or further notice is necessary; (vi) no objections to the Application were filed with this Court; (vii) (a) the Receiver engaged the Firm on March 7, 2025, and (b) the employment of the Firm should be effective as of that date; and (viii) the Receiver has shown good, sufficient, and sound business purpose and justification for the relief requested in the Application, and that, after due deliberation thereon, good and sufficient cause exists for approving the relief requested therein; accordingly,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is **APPROVED**.
2. Pursuant to the Receivership Order, the Receiver is authorized to employ and retain the Firm as Bahamian counsel in accordance with the compensation terms detailed in the Application effective as of March 7, 2025.

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<sup>1</sup> Capitalized terms used herein but not otherwise defined shall have the meaning ascribed in the Application.

3. The Firm is authorized to provide such professional services in this Case and assist the Receiver in relation to the Issues outlined in the Application, including, without limitation, any issues ancillary and related thereto.

4. The Firm shall cause to be filed, through the Receiver, applications for the approval of compensation of its fees and expenses on an interim and final basis in compliance with the Court's Receivership Order, the local rules of this Court, and such other procedures that may be fixed by an order of this Court. The Receiver shall have no obligation to compensate counsel unless such compensation is approved by the Court.

5. The Receiver is authorized to remit a retainer to the Firm in the total amount of \$20,000.00 relating to work performed for the Receiver in this Case. The retainer will be held until submission of fees.

6. This Court shall have sole and exclusive authority to hear and decide any controversy or dispute regarding the Firm's engagement by the Receiver in this Case.

**SO ORDERED.**

[\_\_\_\_\_], 2025.

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HAL R. RAY, JR.  
UNITED STATES MAGISTRATE JUDGE

Prepared and submitted by:

Deborah D. Williamson

*(Receiver)*

State Bar No. 21617500

dwilliamson@dykema.com

**DYKEMA GOSSETT PLLC**

112 East Pecan Street, Suite 1800

San Antonio, Texas 78205

Telephone: (210) 554-5500

Facsimile: (210) 226-8395

and

Danielle R. Behrends

State Bar No. 24086961

dbehrends@dykema.com

Dominique A. Douglas

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San Antonio, Texas 78205

Telephone: (210) 554-5500

Facsimile: (210) 226-8395

**COUNSEL TO RECEIVER**

**EXHIBIT B**





**DECLARATION OF TARA A. ARCHER-GLASGOW IN SUPPORT OF  
EXPEDITED APPLICATION TO EMPLOY HIGGS & JOHNSON  
AS BAHAMIAN COUNSEL TO RECEIVER EFFECTIVE AS OF MARCH 7, 2025**

I, Tara A. Archer-Glasgow, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. I am over the age of eighteen, and I am in all respects competent to make this Declaration<sup>1</sup> in support of the Receiver’s *Expedited Application to Employ Higgs & Johnson as Bahamian Counsel to Receiver Effective as of March 7, 2025* (the “Application”), which is filed concurrently with this Declaration. Unless otherwise stated, I have personal knowledge of all facts set forth in this Declaration, and they are true and correct.

2. I am a partner at Higgs & Johnson (the “Firm”), officing in Nassau, New Providence, Commonwealth of the Bahamas. I am a member in good standing of The Bahamas Bar Association. There are no disciplinary proceedings pending against me.

3. I have experience in a variety of practice areas and expertise in asset recovery, commercial litigation, admiralty, and employment law matters. I am well qualified to act as counsel for the Receiver in the above-captioned Case focusing on the Issues presented in the Application.

**I. Services to be Provided**

4. The Receiver seeks entry of the Proposed Order authorizing the employment and retention of the Firm as of March 7, 2025, as Bahamian counsel to the Receiver to handle Issues related to the Receivership Parties’ Estates. Such representation and assistance may include, without limitation:

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Application.

- a. Providing advice in relation to: (i) the ability of the Receiver to recover or take control of real estate assets situated in the Commonwealth of the Bahamas (the “Bahamas”) and (ii) any requirements of or challenges to the Receiver being judicially recognized in the Bahamas;
- b. Depending on the need for judicial recognition, to assist the Receiver in obtaining such recognition;
- c. Assisting the Receiver in applying for injunctive relief in relation to the Bahamas assets, if applicable, to prevent them from liens being placed on the assets or the assets transferred prior to the Receiver’s rights being determined in the Bahamas;
- d. Assisting the Receiver judicially in the process of recovery; and
- e. Providing the Receiver with advice relating to the disposing of Bahamian assets and assisting with engaging appropriate professionals to facilitate the same.

## **II. General Disclosures**

5. I am required to disclose to this Court any and all connections of the Firm with the Commission, Receivership Parties, the Estates, and any other significant parties-in-interest in this Case.

6. The Firm may have in the past represented, may currently represent, and likely in the future may represent parties-in-interest of the Commission, Receivership Parties, the Estates, or any other significant parties-in-interest in this Case. A search of the Firm’s client database was conducted to ascertain any connections with parties-in-interest in this Case.

7. I have conducted the Firm's standard conflicts check to determine any connections and to make the disclosures contained herein. Due to the unknown number and identity of parties-in-interest in this Case, I am currently unable to completely and accurately reflect every possible connection between the Firm and all potential parties-in-interest. If any additional connections are discovered, I will supplement this Declaration to disclose any supplemental connections not disclosed at this time.

8. Insofar as I have been able to ascertain, based upon the results of the Firm's conflicts check, the Firm does not have any current connection with the Commission, Receivership Parties, the Estates, or any other significant parties-in-interest in this Case, or the respective attorneys, accountants, agents, and affiliates of the foregoing, except as may otherwise be set forth, qualified, and disclosed in this Declaration.

9. The Firm does not hold or represent any interest adverse to the Commission, Receivership Parties, the Estates, or any other significant parties-in-interest in this Case in connection with matters upon which we are to be engaged. I am not aware of any claims that the Firm holds or would hold against the Estates. To the extent that I become aware of any additional relationships that may be relevant prior to the Court's determination of the Application, I will promptly file a supplemental declaration disclosing such information.

10. The Firm will not represent any person or entity in a transaction with the Estates that may conflict with our representation of the Receiver in this Case.

### **III. Specific Disclosures**

11. The Firm may represent or hold connections with certain parties-in-interest to this Case in connection with ongoing matters unrelated to the Commission, Receivership Parties, and the Estates. No such representation is materially adverse to the interests of the Estates or any

parties-in-interest thereof. The Firm is not disqualified from acting as the Receiver’s Bahamian counsel merely because it may represent certain parties-in-interest in matters unrelated to this Case.

12. I am not aware of any connections of the Firm to this Case. The Receiver will obtain independent counsel to address any issues that may arise in the future among the Receiver, on the one hand, and other Firm clients, on the other hand. If a dispute develops between the Receiver and any current client, then the Firm will not be involved in said dispute.

**IV. Professional Compensation During the Case**

13. The Firm shall seek, through the Receiver, approval for compensation of its fees and expenses on an interim and final basis in accordance with the Court’s Receivership Order, the local rules of this Court, the Billing Instructions of the Commission, and any other applicable orders of this Court. The Firm will keep contemporaneous time records on a daily basis.

14. **To be clear, attorneys of the Firm will solely provide legal services to the Receiver in the Bahamas and will not practice, appear, or otherwise provide legal services to the Receiver outside of the Bahamas or before Bahamian courts.**

15. Subject to this Court’s approval of our engagement, the Receiver proposes to compensate the Firm on an hourly basis. Set forth below are the proposed hourly rates as of the filing of this Declaration:

<u>Professional</u>	<u>Proposed Hourly Rate</u>
Tara A. Archer-Glasgow (Partner)	\$800.00
Junior Partners	\$600.00
Senior Associates	\$500.00
Associates	\$425.00

16. In addition to the compensation for services rendered, the Receiver proposes to fund a retainer in the total amount of \$20,000.00 relating to work performed for the Receiver in this Case. The retainer will be held until submission of fees.

17. The Firm has not shared and agrees not to share (a) any compensation received or may receive with another party or person, or (b) any compensation another person or party has received or may receive.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: March 11<sup>th</sup>, 2025

(for)   
TARA A. ARCHER-GLASGOW

**EXHIBIT C**





Honor et Integritas  
Counsel & Attorneys-at-Law

OUR REF: TAAG/ADH/rw:1/3

YOUR REF:  
7<sup>th</sup> March, 2025

**VIA EMAIL: DBehrends@dykema.com**

Ms. Danielle Rushing Behrends  
**Dykema**  
112 E Pecan Street  
Suite 1800  
San Antonio Texas, 78205  
USA

Dear Ms. Behrends,

**Re: Receivership of Dodson Prairie Oil & Gas LLC et al and Bahamian Assets of Members of the Sahota Family**

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Thank you for instructing Higgs & Johnson to assist Ms. Deborah Williamson of Dykema (the "Receiver") in her capacity as Receiver of various Defendants in US District Court for the Northern District of Texas, Fort Worth Division (the "Court"), Civil Action No. 4:21-cv-01310-O. It is our privilege to be afforded the opportunity to be of service to you.

Pursuant to our instructions provided during our teleconference of 28<sup>th</sup> February 2025, we understand the scope of our engagement to be as follows:

1. providing advice in relation to: (i) the ability of the Receiver to recover or take control of real estate assets of members of the Sahota family which are situated in The Bahamas; and (ii) any requirements or challenges of the Receiver being recognised in The Bahamas judicially;
2. depending on the need for judicial recognition and the favourability of the same, to assist the Receiver with obtaining such recognition;
3. assisting the Receiver in obtaining injunctive relief in relation to the Bahamian assets to prevent them from being charged or transferred prior to the Receiver's rights being determined in The Bahamas;
4. to assist the Receiver judicially in the process of recovery; and

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**HIGGS & JOHNSON**

5. providing the Receiver with advice related to disposing of the Bahamian assets and assisting with engaging appropriate professionals to facilitate the same.

As the Receiver is subject to the jurisdiction of the US Court and her fees require approval, we have been requested to provide a preliminary fee estimate in relation to each aspect of the engagement and the same is set out below in the Order of tasks referenced above (all fees are quoted in US\$):

1. \$15,000.00 to \$20,000.00;
2. \$25,000.00 to \$35,000.00 if uncontested. If contested, it would be necessary to evaluate at that juncture;
3. \$25,000.00 to \$35,000.00 if uncontested. If contested, it would be necessary to evaluate at that juncture;
4. \$50,000.00; and
5. \$15,000.00 (to the extent that our firm is instructed to act in relation to real estate transactions a separate engagement letter would be provided by members of our Real Estate and Development Practice Group at that time).

There may also be other services required from time to time and we can provide specific fee quotes in such instances as circumstances arise.

Higgs & Johnson's engagement as aforesaid shall be pursuant to our usual terms and conditions of business. (A copy of these Standard Terms and Conditions is attached to this letter.)

I, Tara A. Archer-Glasgow, will be primarily responsible for the conduct of the above matter. I currently anticipate that I may be assisted from time to time by any of the team members stated below as necessary.

Please be advised that: (i) save as specified above Higgs & Johnson's attorney fees in matters of this sort are calculated on a time spent basis; and (ii) the hourly rates for each of the attorneys mentioned above are currently as follows:

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7<sup>th</sup> March, 2025  
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Tara A. Archer-Glasgow	US\$800.00
Junior Partner	US\$600.00
Senior Associate	US\$500.00
Associate	US\$425.00

Please take note, that (1), other than the preliminary estimates set out above I am unable to know or say with any certainty what the total fees will ultimately be in this matter because the total amount of fees will be dependent upon on a number of factors (including but not limited to how quickly the matter is resolved and whether court proceedings need to be issued); and, therefore (2) we cannot be bound by or limited to the said estimate. (Without prejudice to the foregoing, I will endeavour to minimize costs in the matter at a minimum by, where it is appropriate, utilizing the assistance of junior counsel and/or paralegals).

In addition to any professional fees for work done on your behalf, please be advised that there will be additional charges, i.e. "disbursements" for costs such as copying and scanning fees, court filing fees, the fees of process servers. Further, our legal services are rendered between 9:00am to 5:00pm Monday to Friday. Work will only be conducted on the weekends in urgent circumstances and the applicable attorneys fee will be charged at a time and a half basis. Any work having to be carried out on a public holiday will attract double fees, and a retainer for such work will be required prior to any services being rendered during a statutory holiday.

As a matter of Firm policy, we require that clients provide an initial retainer at the outset of any matter. Accordingly, we respectfully ask that you kindly transmit the sum of US\$20,000.00 to us as soon possible and before the final work product is issued.

In addition, we also ask that you kindly review, sign and return to our offices copies of the following:

1. The enclosed copy of this letter;
2. Higgs & Johnson's Client Information Form (enclosed with this letter);
3. Higgs & Johnson's Standard terms and conditions (enclosed with this letter).

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7<sup>th</sup> March, 2025  
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**HIGGS & JOHNSON**

If you require any further information, have any queries or need advice on any aspect of this letter please do not hesitate to contact us.

Yours faithfully,  
**HIGGS & JOHNSON**

  
(for) Tara A. Archer-Glasgow (Mrs.)

**HIGGS & JOHNSON**

GENERAL TERMS AND CONDITIONS

**1 Introduction**

- 1.1 These terms and conditions are provided to confirm the basis of Higgs & Johnson's engagement further to indicate to clients as clearly as possible the standard of service you can expect from us and the manner in which we shall charge for the work we perform on your behalf.
- 1.2 When 'we', 'us' are used in these terms and conditions they mean Higgs & Johnson. A list of the firm's partners and associates is available for review on our website: [www.higgsjohnson.com](http://www.higgsjohnson.com).

**2 General authority and responsibility for work carried out on your behalf**

- 2.1 By virtue of our engagement in this matter, we shall be authorized to take such action on your behalf as we deem advisable and as you may instruct either orally or in writing.
- 2.2 In the course of so acting we shall be authorized to employ such agents or experts as we may deem necessary and they shall in turn be authorized to incur such disbursements as we deem necessary.
- 2.3 The person(s) who will carry out all or the majority of the work on your matter is or are shown on the letter which accompanies these terms and conditions. We reserve the right however to have additional or different attorneys work on or deal with your matter if circumstances so require.
- 2.4 In some circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support

staff. This allows us to provide a more efficient service to you, and also to charge you the appropriate amount for the work done. All work by such staff is carried out under the supervision of an attorney. Overall supervision of the matter is undertaken by a partner.

**3 Charges and expenses**

- 3.1 Our fees are based on the amount of time we spend in dealing with your matter. The time we spend will include (but not be limited to) the following types of activities: meetings with you, members of your staff, experts and others if necessary; drafting documents; attending court; considering, preparing and working on various documents; correspondence; and making and receiving telephone calls.
- 3.2 Our current hourly rates are set forth in our schedule of Attorney hourly bill out rates. A copy can be provided to you upon request.
- 3.3 Work which we perform on your behalf shall be (i) recorded utilizing units of 0.25 of an hour; and (ii) shall (subject to the foregoing item (i)) be charged based upon the length of time spent which is spent thereon.
- 3.4 At the beginning of every calendar year we review our attorneys' hourly rates. We shall notify you of any relevant rate increases as soon as is practicable. If you require more information or have a concern regarding our rates after a yearly review please do not hesitate to contact us.
- 3.5 In addition to the time that we spend on a matter, we are also entitled to take into account a number of additional factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter

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**HIGGS & JOHNSON**

becomes more complex than expected or has to be carried out in an emergency or outside of usual office hours.

- 3.6 Please note that the amount of costs (i.e. fees plus disbursements) which you will have to pay may be greater than the amount you can recover from another party to the matter.
- 3.7 You will also need to pay for expenses we incur on your behalf (disbursements). These include a variety of court fees, fees for expert witnesses or for the preparation of expert and other reports, fees for advocates, plus other costs (such as photocopying charges and travel-related costs). If we need to carry out some unforeseen additional work we will let you know about this (normally before we carry it out), and also provide you with the estimated cost of carrying it out. This can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as unexpected action or inaction by the other party or parties involved in the matter).
- 3.8 If the matter is not concluded we will still charge for the time we spend and the disbursements and expenses we incur on your behalf, and you will have to pay our charges and expenses.
- 3.9 You can set a limit on our charges and the expenses we incur on your behalf. If you set such a limit, we can charge for work carried out and expenses incurred up to the limit without us needing to refer to you for approval to carry out the work, and you must pay our charges and the expenses up to the limit. If it appears that the limit you have set is likely to be exceeded, we will inform you. We will not normally exceed the limit without first obtaining your approval to do so.

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**HIGGS & JOHNSON**

- 3.10 We will normally ask you to pay certain sums on retainer (i.e. in advance of us carrying out work and incurring expenses on your behalf). These sums will be placed in our clients' trust account and will be applied towards satisfaction of the invoices we will send to you from time to time. Please note that as the retainer sums held by us are depleted we may from time to time request that you replenish the same by making additional deposits. Please be further advised that the total charges and expenses are likely to exceed the advance payments you have made to us.
- 3.11 We reserve the right: (i) to withhold from our clients account and deposit into our general account any money advances to us on account of fees for services not yet rendered or disbursements not yet made; (ii) to deposit such funds into our general account or to transfer from trust such of the retainer and any other future retainers deposited at such time or times as we may deem necessary or desirable; (iii) to do any of the things described in the foregoing items (i) and (ii) without the need to give advance notice or deliver an interim account in relation thereto.
- 3.12 Where we receive in our client account funds to which you may be or become entitled arising out of or in connection with the matter for which we are engaged, we reserve the right to apply such sums in satisfaction of any fees and disbursements which you owe to us.
- 3.13 We reserve the right to clear any cheques or other forms of payment you provide to us before carrying out any work on any aspect of your case.
- 3.14 Initially, separate file matter numbers will be opened for asset recovery, litigation counseling, and real estate matters.



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**HIGGS & JOHNSON**

**4 Invoices**

- 4.1 We will send you invoices for our charges and expenses on a regular basis during the course of the matter.
- 4.2 You should pay our invoices within thirty (30) days of Court approval of a quarterly fee application. We will charge you interest at 1% per month beginning 30 days from the date of Court approval of a quarterly fee application. Interest is charged on a daily basis.
- 4.3 If you have any queries about any invoice you receive please contact us immediately.

**5 Electronic mail**

- 5.1 We may correspond with you via e-mail unless you advise us in writing that you do not wish for us to do so. E-mail will be treated as written correspondence and we are entitled to assume that the purported sender of an e-mail is the actual sender and that any express or implied approval authority referred to in an e-mail has been validly given. You consent to us monitoring and reading any e-mail correspondence traveling between you and any e-mail recipient employed by Higgs & Johnson.

**6 Data protection**

- 6.1 You agree and consent to us:
  - 6.1.1 holding and processing in any form, and transferring, data we collect in relation to you for the purposes of providing legal services; and
  - 6.1.2 sharing such data through any means of communication whatsoever between Higgs & Johnson and the following associated entities, namely, H&J Corporate Services Ltd. (Bahamas).

6.2 For purposes related to the protection of data, the preservation of the integrity of e-mail communication and for facilitating business continuity, as a matter of management practice incoming and outgoing e-mails including attachments may not necessarily be retained exclusively within the offices of Higgs & Johnson. By instructing us you agree to have consented to such management practice. (Subject to the foregoing and to the proviso set out in Clause 7 below) no information concerning you or the matter which we are dealing with on your behalf will be disclosed or passed on to a third party without your specific authority.

**7 Confidentiality, money laundering and proceeds of crime**

7.1 Attorneys are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed attorneys under a legal duty in certain circumstances to disclose information to The Bahamas' Financial Intelligence Unit. Where an attorney knows or suspects that a transaction on behalf of a client involves money laundering, the attorney may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off."

**8 Liability**

8.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Higgs & Johnson and not against the individual members, officers or employees. In this context 'claim' means any claim whether

arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

**9 The charges and expenses of another party**

- 9.1 You are responsible for paying our charges and the expenses incurred on your behalf in all circumstances.
- 9.2 If you succeed in court proceedings or through a form of settlement another party or person:
  - 9.2.1 may not be required to pay our charges and expenses instead of you; or
  - 9.2.2 may be required to pay only a part of such charges and expenses.
- 9.3 Although another party may be required to pay all or part of our charges or expenses incurred they may refuse to pay or not have the funds to pay.
- 9.4 In all these circumstances you will be responsible for paying any or all of our charges and expenses incurred.
- 9.5 You will be responsible to pay the charges and expenses of trying to recover any charges and expenses that the court orders the other party or person to pay.
- 9.6 A court may also require you to pay the legal charges and expenses incurred by another party, usually when you are not successful in legal action against them or they are successful in legal action against you. Such payments would be in addition to our charges and expenses incurred.
- 9.7 You should immediately check whether you have insurance policies which provide cover for some or all of your legal costs concerning this matter. If you do, then you should immediately notify the insurer(s) about this matter. If you delay in informing them they may refuse to accept the claim.

**10 Storage of papers**

10.1 We are entitled to keep all the papers (i.e. documents, correspondence, records, etc.) generated by us or received from you or other persons if some or any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of the retainer.

10.2 It is Higgs & Johnson's policy that:

10.2.1 Once a matter is deemed by Higgs & Johnson to be 'closed' (whether through completion, dormancy or otherwise), the papers pertaining to such matter will be (i) scanned and archived digitally and thereafter (ii) shredded and discarded.

10.2.2 The foregoing sub-paragraph 10.2.1 is subject to the exception that we will not destroy (a) original title documents or (b) papers which you have expressly asked us and which we have expressly agreed to retain in paper form.

10.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. We may charge (based on the time spent) for producing archived papers (whether stored digitally or otherwise) to you or to another person at your request.

**11 Conflicts of Interest**

11.1 Should a conflict of interest develop during the course of our representation, we will, upon discovery promptly notify you of same to the extent that disclosure is possible without violating any attorney-client privilege.

11.2 In this engagement we will only represent the person named as client in our Engagement Letter. In the case of a legal entity, our client is only that legal entity, not any individuals or entities that may be affiliated with that

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**HIGGS & JOHNSON**

legal entity or any attorneys, agents, representatives, officers, directors, members, shareholders, employees or affiliates of the client.

11.3 As a general rule, the Firm does not regard an affiliate of a legal entity client (i.e., parent, subsidiary or other entity under common control) as a client of the Firm, unless there is an express written agreement creating an attorney/client relationship between the Firm and that affiliate. Likewise, the Firm does not regard its representation of another client in a matter that is adverse to an affiliate of a legal entity client as being adverse to that legal entity client. If there is an entity that is a corporate family member of the client that you wish the Firm to regard as a client for conflict purposes, please write the name of that entity on the signed counterpart of this letter that you return to us. Upon receipt, we will run an additional conflict check on any entity you list and promptly advise you if a conflict waiver is required as a result.

11.4 The Firm represents, and in the future will represent, many other clients, some of whom may be your direct competitors or may have business interests that are adverse to yours. It is possible that, during the time we are representing you, an existing or future client may seek to engage us in connection with a transaction or a litigation matter or other dispute resolution proceeding in which such client's interests are, or potentially may become, adverse to your interests. Therefore, subject to the conditions in this letter, you hereby waive all conflicts of interest that may develop in the future as a result of legal work by us that is unrelated to the work the Firm performs for you ("Permitted Representation"). Nothing contained herein shall constitute a waiver that would allow us to:

- attack work the Firm performs for you; or
- disclose or use adversely to your interests or place us in a position to disclose or use adversely to you any of your confidential and nonpublic information.

11.5 You agree that you will not assert any matter in which we represent you as a basis to preclude or otherwise disqualify the Firm from any Permitted Representation. You further acknowledge and agree that:

- i. the Firm has advised you to consult with other counsel about the terms and conditions of this advance conflicts waiver and you have had the opportunity to do so;
- ii. your agreement and consent to the provisions of this advance conflicts waiver is both voluntary and fully informed;
- iii. you understands that this consent will be relied upon by the Firm; and
- iv. although you may revoke this advance conflicts waiver at any time as it relates to future matters, a revocation will not affect any matters undertaken by the Firm before it has received notice of revocation.

## **12. Tax Advice**

Any tax advice we provide is strictly limited to the Bahamas. You agree that you are solely responsible for consulting with appropriately qualified tax advisors in any jurisdiction other than The Bahamas where there may be tax liabilities or a tax impact.

**13. Termination**

- 13.1 You can terminate your instructions to us in writing at any time. But if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.
- 13.2 We will only stop acting for you when we have a good reason to do so; for example:
- 13.2.1 if you do not pay one or more of our invoices promptly;
  - 13.2.2 if you do not make an advance payment or 'top up' payment promptly once we require you to do so;
  - 13.2.3 where the cost limit if any has been reached and is not extended;
  - 13.2.4 if you fail to provide us with the instructions or documentation we need to represent you properly in litigation or where you fail to provide us with the due diligence documentation or information we have requested;
  - 13.2.5 if you provide instructions which are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence;
  - 13.2.6 where a conflict of interest arises;
  - 13.2.7 where we consider that there has been a breakdown in trust and confidence.
- 13.3 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The precise length of the notice will depend on the circumstances.
- 13.4 If you decide that you no longer wish us to act for you, you will pay us for the time we spend based on hourly charges plus any expenses incurred up to the date of our ceasing to act for you.
- 13.4 If we cease to act for you (for whatever reason) you agree to send to the court and every other party involved in this matter a notice. The notice will state that we are no longer acting for you and, if appropriate, indicate who

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**HIGGS & JOHNSON**

your new attorneys are. You agree to do this within 10 days of us ceasing to act for you (or two working days prior to a court hearing). Your new attorneys may do this for you. However, if you do not do this (or your new attorneys do not do this) then you hereby authorise us to send to the court and the other parties a notice indicating that we have ceased acting for you. If we send the notice then you agree that the notice will indicate your address for correspondence as your official address for service of documents relating to the case and will show you as acting in person.

**14 Our service and complaints**

Our aim is to provide a service with which you will be satisfied. However, if for any reason your expectations are not being met, you have a query or concern or are otherwise dissatisfied, initially please raise the relevant issue with the person(s) named in the engagement letter. If the matter is not resolved to your satisfaction or would not wish to speak to the person(s) named, then please contact the person named who has overall responsibility for your matter. If you are still dissatisfied, please contact Mr. Oscar N. Johnson, Jr, Managing Partner.

**15 Further instructions concerning contentious matters**

If you provide us with further instructions concerning other contentious matters, these general terms and conditions will apply, unless we agree otherwise.

**16 Law and jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and each party agrees to submit to the exclusive jurisdiction of the United States District Court for the Northern District of Texas, Fort Worth Division.



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7<sup>th</sup> March, 2025  
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**HIGGS & JOHNSON**

Acknowledged and accepted by:

Date: March 10, 2025

Deborah D. Williamson, Solely in her  
Capacity as Court-appointed Receiver in  
TXND Case No. 4-21cv-1310-O-BP

**EXHIBIT D**



## TARA A. ARCHER-GLASGOW

PARTNER

*"Her knowledge is outstanding and does not cease to impress...No matter what...,she is able to find the successful strategy"*

*Who's Who Legal: Asset Recovery (2024)*

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Tara Archer-Glasgow is a Partner and Chair of the firm's Litigation practice group and supervises the Asset Recovery Unit. She also chairs the Intellectual Property group and previously served as Co-chair of the Marketing & Business Development Committee of the firm.

Tara is a highly experienced Dispute Resolution lawyer with more than 27 years of legal experience. She operates a multidisciplinary practice with a focus on all aspects of commercial litigation centered primarily upon banking and compliance, employment, company law and admiralty law. She regularly appears as counsel or co-counsel in many important cases in all of the courts of The Bahamas and appears before the Privy Council in England. Tara provides legal advice to individuals, major financial service providers and global corporations regarding multi-jurisdictional litigation, shareholder disputes, fraud, asset-tracing and internal operations. She has assisted clients in the tracing and recovery of millions of dollars and represents clients in franchise and intellectual property disputes.

Tara also has experience with the insolvency regime in The Bahamas having been involved with a number of cross-border insolvencies including: – Globe-X Canadiana and Globe-X Management; Americas International Bank (In Liquidation); Debtworks, Inc; Suisse Security Bank & Trust and Intraco Corporation Limited (In Official Liquidation). She has acted for a leading global financial institution in proceedings related to a composition with creditors and bankruptcy proceedings in relation to Sir Anthony Reilly and served as a member of the creditors' committee. Tara has advised creditors in several prominent cross border insolvency cases and most notably now represents claimants in the Liquidation of a multi-billion-dollar cryptocurrency exchange.

Tara is recognised as "an experienced and well-regarded litigator" in Chambers Global Guide (2018-2025) and recommended in Who's Who Legal: Asset Recovery (2016-2024), being described as "responsive and intuitive with complex international asset tracing" and "a skilled litigator with an impressive practice". Her peers commend her as "a highly approachable and reassuring presence for clients." According to Client Choice, Tara provides "accurate, in-

depth and well-researched feedback” and she is ranked as the client’s choice in The Bahamas (2024-2025). She was also listed as a ‘Leading Partner’ by Legal 500 Caribbean (2019-2025) and named as a leading litigator in the Euromoney’s Expert Guides.

Tara is actively involved in international legal associations and the Bahamas Bar Association. As a member of the International Bar Association (IBA), Tara serves on the editorial board of Dispute Resolution International (an IBA publication) and is an Officer on the Litigation Committee. She also serves upon the Ethics Committee of The Bahamas Bar Association.

Tara has previously served in a leadership capacity on the Consumer Litigation and Poverty and Social Development committees of the IBA and is a former law lecturer at the University of The Bahamas. She is often invited to share her knowledge and experience as a speaker at international and local conferences and to provide motivational talks to young persons, particularly young women, in the community.

## PRACTICE AREAS

- Litigation
  - Civil Litigation
  - Commercial Litigation
  - Employment Law
  - Admiralty Law
- Intellectual Property
- Insolvency & Corporate Restructuring
- Commercial Transactions
- Tax
- Financial Services, Insurance Law & Regulation
  - Banking & Compliance Law
- Government & Regulatory Affairs

## EDUCATION

- Inns of Court School of Law, London, England
- University of Essex, *LL.B. (Hons)*, Colchester, England
- University of Western Ontario, *B.A. – Finance & Economics*, London, Ontario, Canada
- College of The Bahamas, *A.A. (Hons) – Economics*, Nassau, Bahamas

## EXECUTIVE TRAINING

- Blockchain and Crypto Applications: From Decentralized Finance to Web 3, MIT Sloan School of Management

## BAR ADMISSIONS

- Bahamas, 1998
- England and Wales, 1998

## PROFESSIONAL MEMBERSHIPS

- International Bar Association
  - Member, Editorial board of *Dispute Resolution International*
  - Co-Chair, IBA Poverty and Social Development Subcommittee
  - Former Chair, IBA Consumer Litigation Committee
- International Trademark Association
- Women’s International Shipping and Trading Association (WISTA)
- Bahamas Bar Association
  - Member, Ethics Committee
  - Former Elected Council Member
- Center for International Legal Studies
- The Honourable Society of Lincoln’s Inn

## LANGUAGES

- English
- Spanish (conversational)

## RECOGNITION

- Leading Partner, Dispute Resolution, Legal 500 Caribbean (2025)
- Leading Individual, Dispute Resolution, Legal 500 Caribbean (2019-2024)
- Top Ranked, Dispute Resolution, Chambers Global (2018-2025)
- Asset Recovery, Who’s Who Legal (2016-2024)
- Asset Recovery, Lexology Client Choice (2021-2024)
- Euromoney’s Expert Guides (2020)

...recognised for her responsive & intuitive approach to complex international asset tracing & recovery actions...  
(Who’s Who Legal)



## PUBLICATIONS

- Who's Who Legal, Thought Leaders Reports, Asset Recovery (2024)
- Enforcement of Judgments, Bahamas Chapter, Legal 500 Comparative Guide (2022)
- The Possibilities and Pitfalls of Asset Recovery in The Bahamas, WWL Analysis & Features (2021)
- The Bahamas: Employment Challenges with COVID -19, Women in Business Law (2020)
- The Bahamas: COVID-19 and Contractual Force Majeure, Higgs & Johnson (2020)
- *International Franchising 2016: Legal and Business Considerations* (Bahamas Chapter)
- *Doing business in The Bahamas*, Thomas Reuters Practical Law (2020 – 2021)
- *Enforcement of Foreign Judgements in The Bahamas*, Lexology, Getting the Deal Through (2021-2021)

**HIGGS & JOHNSON** *Counsel & Attorneys-At-Law*

THE BAHAMAS ■ [higgsjohnson.com](http://higgsjohnson.com)



## AUDLEY D. HANNA, JR.

PARTNER

*Audley's deep experience surrounding local labour laws has been invaluable.*

*Chambers Global 2024*

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Audley Hanna, Jr. specialises in various areas of Civil and Commercial Litigation, with a particular focus on employment law, admiralty law, insurance law, intellectual property litigation, and personal injury litigation. Audley has significant experience as Counsel in The Supreme Court of the Commonwealth of The Bahamas.

Audley holds a Bachelor of Arts (B.A.) degree from Fisk University in Psychology and English. He obtained his Bachelor of Law (LL.B.) degree, with First-Class Honours, from the University of Buckingham in England. Thereafter, he completed the Legal Profession Course and obtained his Master of Law (LL.M.) degree from Northumbria University.

Audley was called to the Bar of the Third Appellate District of the State of New York in 2008. He completed a Legal Education Certificate at the University of the West Indies and was called to the Bahamas Bar in 2010 becoming an Associate with Higgs & Johnson that same year. He was named a Senior Associate in 2017 and became a Partner in 2019.

Audley is listed as a recommended lawyer in the area of Dispute Resolution by Legal 500 Caribbean (2019-2025) and Chambers Global (2022-2025) and has contributed to numerous publications including co-authoring the Bahamas Chapter in Shipping for the Legal 500 Comparative Guide (2021) and International Franchising (2016).

### PRACTICE AREAS

- Litigation
  - Commercial & Civil Litigation
  - Employment Law
  - Admiralty Law

- Intellectual Property
- Insolvency & Corporate Restructuring
- Commercial Transactions
- Tax

## EDUCATION

- Fisk University (B.A.), Nashville, Tennessee, USA
- University of Buckingham (LL.B.), Buckingham, UK
- Northumbria University at Newcastle (Legal Profession Course), (LL.M.), Newcastle upon Tyne, UK
- Eugene Dupuch Law School (LEC), Nassau, Bahamas

## BAR ADMISSIONS

- New York, 2008
- Bahamas, 2010

## PROFESSIONAL MEMBERSHIPS

- Bahamas Bar Association
- American Bar Association
- New York Bar Association
- International Bar Association
- International Trademark Association

## PUBLICATIONS

- **Bahamas Class Actions Comparative Guide, Mondaq (2023)**
- Legal 500 Country Comparative Guide – Shipping in The Bahamas (2021)
- Doing business in The Bahamas, Thomas Reuters Practical Law (2020 – 2021)
- Enforcement of Foreign Judgements in The Bahamas, Lexology, Getting the Deal Through (2020-2021)
- Contributor to The Bahamas Chapter. International Franchising, 2016

## RECOGNITION

- Recommended Lawyer, Dispute Resolution, Legal 500 Caribbean (2019-2025)
- Up and Coming, Dispute Resolution, Chambers Global (2022-2025)





**HIGGS & JOHNSON** *Counsel & Attorneys-At-Law*

THE BAHAMAS ■ [higgsjohnson.com](http://higgsjohnson.com)



## JA'ANN M. MAJOR

PARTNER

*Ja'Ann Major has a broad practice across the real estate space.  
Legal 500 Caribbean 2025*

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### Higgs & Johnson

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Nassau, The Bahamas



Ja'Ann Major is a Partner and Deputy Chair of the Firm's Real Estate & Development Practice Group.

Ja'Ann has experience in a broad range of real estate and development matters, including residential and commercial property acquisitions and sales by Bahamians and non-Bahamians, preparation of financing and loan documentation, domestic mortgages, title insurance, title investigations, and related opinion work. She advises personnel at local lending institutions on the enforceability of mortgage security and acts on behalf of such lending institutions in the power of sale matters, advising on real property tax matters and other regulatory matters including applications to the Bahamas Investments Board and other governmental entities. She also assists clients with subdivisions, resorts, hotels, and mixed-use developments. Ja'Ann counsels clients daily on legal issues relating to real estate in The Bahamas and relevant regulatory procedures and approvals.

Ja'Ann is also a member of the Firm's Private Client & Wealth Management, Government and Regulatory Affairs, Tax, Commercial Transactions and Maritime & Aviation Practice Groups. Her expertise includes immigration law, particularly work permit and residency applications, as well as probate and estate matters. Additionally, she has experience in commercial law and maritime & shipping law with considerable knowledge of international financing transactions involving Bahamian registered ships and companies.

Ja'Ann obtained a dual honours Bachelor of Arts degree in Law (LL.B.) and Business Administration from Keele University, Staffordshire, England and a Master of Laws (LL.M.) degree from Emory University in Atlanta, Georgia. In 2008, she was admitted to both the Bar of England and Wales and The Bahamas Bar. Ja'Ann became an Associate at Higgs & Johnson in 2011, a Senior Associate in 2019 and joined the partnership in 2023. Ja'Ann is listed as a recommended attorney in the area of Real Estate by **The Legal 500 (Legalease) Caribbean (2023-2025)** and currently serves on the Board of the Bahamas Maritime Authority and the Bahamas Chamber of Commerce & Employers Confederation.

## PRACTICE AREAS

- Real Estate & Development
  - Conveyancing
- Private Client & Wealth Management
  - Immigration Law
  - Probate & Estate Administration
- Maritime & Aviation
- Commercial Transactions
- Tax
- Government & Regulatory Affairs

## EDUCATION

- LL.B. (Hons) with Business Administration, Keele University, Staffordshire, England
- BPP College of Professional Studies, Leeds, England
- LL.M. Emory University, Atlanta, Georgia

## BAR ADMISSIONS

- England and Wales, 2008
- Bahamas, 2008

## PROFESSIONAL MEMBERSHIPS

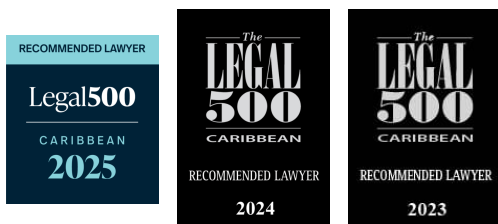
- The Honourable Society of Lincoln's Inn
- Bahamas Bar Association
- Women's International Shipping and Trading Association (WISTA)
- Bahamas Maritime Authority (BMA, Director)
- Bahamas Chamber of Commerce & Employers Confederation (BCCEC, Director)

## PUBLICATIONS

- World Bank Group – Doing Business in The Bahamas (2014-2021)

## RECOGNITION

- Recommended Lawyer, Real Estate, Legal 500 Caribbean (2023-2025)



**HIGGS & JOHNSON** *Counsel & Attorneys-At-Law*

