

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

UNITED STATES SECURITIES	§	
AND EXCHANGE COMMISSION,	§	
	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:21-cv-01310-O-BP
	§	
THE HEARTLAND GROUP	§	
VENTURES, LLC, <i>et al.</i> ,	§	
	§	
Defendants.	§	

**PLAINTIFF SECURITIES AND EXCHANGE COMMISSION’S
MOTION FOR ENTRY OF AGREED FINAL JUDGMENTS AS TO
DEFENDANT JAMES IKEY, RELIEF DEFENDANT IGROUP ENTERPRISES LLC,
AND RELIEF DEFENDANT BRIDY IKEY**

Plaintiff United States Securities and Exchange Commission moves for the entry of an agreed final judgment as to defendant James Ikey, relief defendant IGroup Enterprises LLC, and relief defendant Bridy Ikey. In support of its motion, the SEC attaches the agreed, proposed final judgments as **Exhibit 1** (“James Ikey Final Judgment”), **Exhibit 2** (“IGroup Final Judgment”), and **Exhibit 3** (“Bridy Ikey Final Judgment”) hereto (together the “Final Judgments”), attaches the consents to entry of the Final Judgment as **Exhibit 4** (for James Ikey), **Exhibit 5** (for IGroup), and **Exhibit 6** (for Bridy Ikey) hereto, and states:

1. James Ikey has already agreed to, and the Court has already imposed, permanent injunctions and an order permanently barring him from serving as the officer or director of a public company. (Dkt 192.) He further agreed that disgorgement, prejudgment interest and civil penalties are appropriate, and would be determined later by way of a

motion. (*Id.* ¶ 6.) As part of that agreement, James Ikey agreed not to challenge the allegations in the Complaint, including the allegations supporting the SEC’s claims against him and IGroup, some of which are described below. (Ex. 3, ¶ 13.)

2. The SEC now seeks, with James Ikey’s and IGroup’s agreement, the imposition of specific amounts for disgorgement and prejudgment interest—certain amounts of which would be imposed on a joint and several basis—and for Ikey, civil penalties. The SEC further seeks for relief defendant Bridy Ikey to be dismissed with prejudice, with her agreement.

3. Approval of a settlement in an SEC enforcement case is appropriate where it is lawful and “represents a reasonable factual and legal determination based on the facts of record, whether established by evidence, affidavit, or stipulation.” *SEC v. Hilliard*, No. 3:20-CV-00929-X, 2020 WL 2850988, at *1 (N.D. Tex. June 2, 2020).

4. The SEC sued James Ikey for violating Section 5 and Sections 17(a) of the Securities Act of 1933 (“Securities Act”), and Securities Exchange Act of 1934 (“Exchange Act”) Section 10(b) and Rule 10b-5. For the **Section 5 claim**, (15 U.S.C. § 77e), the Complaint alleges that no registration statement was filed by James Ikey or was otherwise in effect for any of the securities offered and sold by the Heartland Defendants and Receivership Defendant Alternative Office Solutions, LLC (“AOS”), and no exemption applied. (Complaint, ¶ 156.) He and others engaged in steps necessary to the distribution of the securities at issue. James Ikey received, approved, or distributed the offering documents, (*id.* ¶¶ 81, 94-95), dictated how the securities would be offered and sold, (*id.*), and served as a manager at different points during the offerings, (¶¶ 84, 88, 91-95). Accordingly, James Ikey violated Section 5. *See SEC v. Kahlon*, 873 F.3d 500, 504 (5th Cir. 2017) (elements of

Section 5 claim); *Swenson v. Engelstad*, 626 F.2d 421, 424 (5th Cir. 1980) (scienter is not an element of a Section 5 violation); *SEC v. Offill*, No. 3:07-CV-1643-D, 2012 WL 246061, at *3 (N.D. Tex. Jan. 26, 2012) (same).

5. Further, the facts alleged in the SEC's Complaint detail James Ikey's violations of **Section 17(a)** of the Securities Act, (15 U.S.C. § 77q(a)), and **Section 10(b)** of the Exchange Act (15 U.S.C. § 78j(b)) and **Rule 10b-5** (17 C.F.R. 240.10b-5) thereunder, including:

- Failing to disclose that investor funds would be, and were, used to make **Ponzi payments**. (Complaint, ¶¶ 70, 74, 76, 97-99, 102, 130.)
- Misrepresenting the productivity of **Heartland's wells and the experience of its operators**. (*Id.* ¶¶ 50-51, 60, 70-72, 86, 100.)
- Misrepresenting that Heartland had **received production payments sufficient to service its outstanding notes**. (*Id.* ¶ 70.)
- Misrepresenting that Debt Fund III **notes would be serviced from proceeds of revenues generated by Heartland from its ownership in the oil and gas interests**. (*Id.* ¶ 98.)
- Concealing **his involvement** with Heartland, instead disclosing only Defendants Brunson, Muratore, or Pearsey as control persons. (*Id.* ¶¶ 87, 95, 105, 110.)

6. These material misrepresentations and omissions are all actionable misconduct under the anti-fraud provisions of the securities laws. *See, e.g., SEC v. Bowen*, 3:22-CV-1415-S, 2024 WL 3462359, at *5 (N.D. Tex. July 17, 2024) (denying motion to dismiss the SEC's complaint, which detailed defendants' alleged misrepresentations about the historical production of wells and use of investor funds); *SEC v. Milles*, No. 1:19-CV-714-RP, 2022 WL 206808, at *3 (W.D. Tex. Jan. 24, 2022) (granting summary judgment for the

SEC based on defendants' misrepresentations about their oil and gas experience, and about the productivity of the wells).

7. Concerning **disgorgement**, the SEC has identified a total of \$965,977.14 that James Ikey received from Heartland, including through Receivership Relief Defendant Encypher Bastion and IGroup, that was unrelated to the work performed on Heartland's behalf. The sums set forth in the James Ikey Final Judgment, (Ex. 1, ¶ VI), and in the IGroup Final Judgment, (Ex. 2, ¶ 1), are appropriate calculations of ill-gotten gains.¹ *See SEC v. World Tree Fin., LLC*, 43 F.4th 448, 466 (5th Cir. 2022) (courts typically have "broad discretion" in determining disgorgement, which serves to make securities law violations unprofitable); *SEC v. Hallam*, 42 F.4th 316, 330-31 (5th Cir. 2022) (a disgorgement award stripping wrongdoers of their profits is permissible if (a) it represents net profits, (b) derived from their wrongdoing, and (c) is awarded for the benefit of investors).

8. James Ikey has also agreed to pay specific amounts in **prejudgment interest** as calculated using the IRS rate for the underpayment of federal income tax. (Dkt 192, ¶ VI.) Both the prejudgment interest, the methodology of the calculations, and the imposition of prejudgment interest jointly and severally, are appropriate given the undisputed facts presented here. *See SEC v. Arcturus*, 3:13-CV-4861-K, 2025 WL 333787, at *4-6 (N.D. Tex. Jan. 28, 2025) (awards of disgorgement, which are within the court's discretion, typically include prejudgment interest to ensure that the wrongdoer does not profit from the illegal activity); *SEC v. Wilson*, No. 4:22-CV-00741-O, 2022 WL 18275941, at *8 (N.D. Tex. Dec.

¹ The figures reflected in the final judgments reflect offsets stemming from the amounts the Receiver collected from Encypher Bastion.

28, 2022), *report and recommendation adopted*, 2023 WL 172042 (Jan. 12, 2023) (using IRS rate for the underpayment of federal income tax for calculating prejudgment interest).

9. James Ikey has also agreed to pay **civil penalties** amounting to \$230,464—the statutory third-tier penalty amount for a natural person for violations occurring after November 2, 2015. *See* 15 U.S.C. §§ 77t(d)(2)(C) and 78u(d)(3)(B)(ii); 17 C.F.R. § 201.1001(b); Inflation Adjustments to the Civil Monetary Penalties Administered by the SEC (as of January 15, 2025), available at <https://www.sec.gov/enforce/civil-penalties-inflation-adjustments>. Here, the sum is appropriate given the egregiousness of his misrepresentations—including hiding from Heartland’s investors his heavy involvement in Heartland, which was material in light of his criminal background (Complaint, ¶¶ 87, 95, 105, 110); the undisclosed Ponzi payments (¶¶ 70, 74, 76, 97-99, 102, 130); and the material misrepresentations about the productivity of the wells (¶¶ 50-51, 60, 70-72, 86, 100), among other material misrepresentations and omissions. *See Wilson*, 2022 WL 18275941, at *9; *SEC v. Faulkner*, 3:16-CV-1735-D, 2021 WL 75551, at *10-11 (N.D. Tex. Jan. 8, 2021) (setting forth factors considered for imposition of civil penalties).

WHEREFORE, plaintiff United States Securities and Exchange Commission respectfully requests that the Court grant its motion, enter final judgments against defendant James Ikey, relief defendant IGroup Enterprises, LLC, and relief defendant Bridy Ikey substantially in the form set forth in Exhibits 1 through 3 hereto, respectively, and grant such other and further relief as the Court deems just and appropriate.

Dated: February 27, 2025

Respectfully Submitted,

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION**

By: /s/ Jonathan S. Polish
Jonathan S. Polish

Jonathan S. Polish (IL Bar No. 6237890)
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*Attorneys for Plaintiff U.S. Securities and Exchange
Commission*

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

UNITED STATES SECURITIES	§	
AND EXCHANGE COMMISSION,	§	
	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:21-cv-01310-O-BP
	§	
THE HEARTLAND GROUP	§	
VENTURES, LLC, <i>et al.</i>,	§	
	§	
Defendants.	§	

[PROPOSED] FINAL JUDGMENT AS TO DEFENDANT JAMES IKEY

The Securities and Exchange Commission having filed a Complaint and Defendant James Ikey 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 IX); 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 Ikey is permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of

interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant Ikey's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Ikey or with anyone described in (a).

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Ikey is permanently restrained and enjoined from violating Section 17(a) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77q(a)] in the offer or sale of any security by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to obtain money or property by means of any untrue statement of a material fact or any omission of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or

- (c) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant Ikey's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Ikey or with anyone described in (a).

III.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Ikey is permanently restrained and enjoined from violating Section 5 of the Securities Act [15 U.S.C. § 77e] by, directly or indirectly, in the absence of any applicable exemption:

- (a) Unless a registration statement is in effect as to a security, making use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell such security through the use or medium of any prospectus or otherwise;
- (b) Unless a registration statement is in effect as to a security, carrying or causing to be carried through the mails or in interstate commerce, by any means or instruments of transportation, any such security for the purpose of sale or for delivery after sale; or
- (c) Making use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise any security, unless a registration statement has been filed with the Commission as to such security, or while the registration statement is the subject of a refusal order or stop order or (prior to the effective date of the

registration statement) any public proceeding or examination under Section 8 of the Securities Act [15 U.S.C. § 77h].

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant Ikey's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Ikey or with anyone described in (a).

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Section 21(d)(5) of the Exchange Act [15 U.S.C. § 78u(d)(5)], Defendant Ikey is permanently restrained and enjoined from directly or indirectly, including, but not limited to, through any entity owned or controlled by Defendant Ikey, participating in the issuance, purchase, offer, or sale of any security related to the production, exploration, extraction, purchase, or sale of oil or gas, provided, however, that such injunction shall not prevent Defendant Ikey from purchasing or selling securities listed on a national securities exchange for Defendant Ikey's own, personal account.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant Ikey's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Ikey or with anyone described in (a).

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)] and Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)], Defendant Ikey is permanently prohibited from acting as an officer or director of any issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)].

VI.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that:

- (a) Defendant Ikey is solely liable for disgorgement of \$65,977.14, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$338.85, for a total of \$66,315.99;
- (b) Defendant Ikey is jointly and severally liable with Relief Defendant Encypher Bastion, LLC (“Encypher Bastion”) for disgorgement of \$900,000.00, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$32,595.81, for a total of \$932,595.81, of which amount Relief Defendant IGroup Enterprises is jointly and several liable with Defendant Ikey and Relief Defendant Encypher Bastion for disgorgement of \$71,500.00, together with prejudgment interest thereon in the amount of \$3,054.53, for a total of \$74,554.53;
- (c) Defendant Ikey’s and Relief Defendant IGroup Enterprises’ liability for the disgorgement plus prejudgment interest discussed above in paragraph IV(b) is reduced by the \$50,847.43 collected by the Court-appointed Receiver, Deborah Williamson (the “Receiver”) from Relief Defendant Encypher Bastion, with Relief Defendant Encypher

Bastion's liability for disgorgement and prejudgment interest deemed satisfied by the amount collected from it by the Receiver; and

- (d) Defendant Ikey is solely liable for a civil penalty in the amount of \$230,464.00 pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].

Defendant Ikey shall satisfy these disgorgement, prejudgment interest and civil penalty obligations by paying \$1,178,528.37 to the Receiver within 30 days after entry of this Final Judgment. Relief Defendant IGroup Enterprises is jointly and severally liable to pay \$23,707.10 of this amount.

Defendant Ikey acknowledges that all sums paid in satisfaction of the Final Judgment entered in this matter, including disgorgement, prejudgment interest, and civil penalties, shall be delivered or mailed to the Receiver, and shall be transmitted to Deborah Williamson, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205, under cover of a letter that identifies the Defendant, the name and case number of this litigation, and the Court. Copies of this cover letter and the means of payment shall be simultaneously transmitted to counsel for the Commission in this action. The Receiver shall hold the funds, together with any interest and income earned thereon (collectively, the "Fund"), pending further order of the Court. Should the Receiver be discharged by the Court before Defendant Ikey has paid all amounts required of Defendant Ikey pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

By making this payment, Defendant Ikey relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendant Ikey.

The Commission may enforce the Court's judgment for disgorgement and prejudgment

interest by using all collection procedures authorized by law, including, but not limited to, moving for civil contempt at any time after 30 days following entry of this Final Judgment.

The Commission may enforce the Court's judgment for penalties by the use of all collection procedures authorized by law, including the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001 et seq., and moving for civil contempt for the violation of any Court orders issued in this action. Defendant Ikey shall pay post judgment interest on any amounts due after 30 days of the entry of this Final Judgment pursuant to 28 U.S.C. § 1961.

The Receiver or the Commission may propose a plan to distribute the Fund subject to the Court's approval. Such a plan may provide that the Fund shall be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. The Court shall retain jurisdiction over the administration of any distribution of the Fund and the Fund may only be disbursed pursuant to an Order of the Court.

Regardless of whether any such Fair Fund distribution is made, amounts ordered to be paid as civil penalties pursuant to this Final Judgment shall be treated as penalties paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant Ikey shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant Ikey's payment of disgorgement in this action, argue that Defendant Ikey is entitled to, nor shall Defendant Ikey further benefit by, offset or reduction of such compensatory damages award by the amount of any part of Defendant Ikey's payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Defendant Ikey shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the Receiver, United States Treasury, or to a Fair Fund, as

the Commission directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this Final Judgment. For purposes of this paragraph, a “Related Investor Action” means a private damages action brought against Defendant Ikey by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

VII.

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 Ikey shall comply with all of the undertakings and agreements set forth therein.

VIII.

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 Ikey, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant Ikey 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 Ikey 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).

IX.

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.

X.

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

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

UNITED STATES SECURITIES	§	
AND EXCHANGE COMMISSION,	§	
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	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:21-cv-01310-O-BP
	§	
THE HEARTLAND GROUP	§	
VENTURES, LLC, <i>et al.</i>,	§	
	§	
Defendants.	§	

**[PROPOSED] FINAL JUDGMENT AS TO RELIEF DEFENDANT
IGROUP ENTERPRISES LLC**

The Securities and Exchange Commission having filed a Complaint and Relief Defendant IGroup Enterprises LLC (“Relief Defendant IGroup Enterprises”) having entered a general appearance; consented to the Court’s jurisdiction over Relief Defendant IGroup Enterprises 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); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Relief Defendant IGroup Enterprises is jointly and severally liable with Defendant James Ikey (“Defendant Ikey”) and Relief Defendant Encypher Bastion, LLC (“Encypher Bastion”) for disgorgement of \$71,500.00, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$3,054.53, for a total

of \$74,554.53, with Defendant Ikey's and Relief Defendant IGroup Enterprises' liability for the disgorgement plus prejudgment interest of \$74,554.53 to be reduced by the \$50,847.43 collected by the Court-appointed Receiver, Deborah Williamson (the "Receiver"), over Relief Defendant Encypher Bastion, with Relief Defendant Encypher Bastion's liability for disgorgement and prejudgment interest deemed satisfied by the amount collected from it by the Receiver, resulting in \$23,707.10 in disgorgement and prejudgment interest for which Defendant Ikey and Relief Defendant IGroup Enterprises are jointly and severally liable.

Relief Defendant IGroup Enterprises shall satisfy this disgorgement and prejudgment interest obligation by paying \$23,707.10 to the Receiver within 30 days after entry of this Final Judgment.

Relief Defendant IGroup Enterprises acknowledges that all sums paid in satisfaction of the Final Judgment entered in this matter, including disgorgement and prejudgment interest, shall be delivered or mailed to the Receiver, and shall be transmitted to Deborah Williamson, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205, under cover of a letter that identifies Relief Defendant IGroup Enterprises, the name and case number of this litigation, and the Court. Copies of this cover letter and the means of payment shall be simultaneously transmitted to counsel for the Commission in this action. The Receiver shall hold the funds, together with any interest and income earned thereon (collectively, the "Fund"), pending further order of the Court. Should the Receiver be discharged by the Court before Relief Defendant IGroup Enterprises has paid all amounts required of Relief Defendant IGroup Enterprises pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

By making this payment, Relief Defendant IGroup Enterprises relinquishes all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Relief

Defendant IGroup Enterprises.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by using all collection procedures authorized by law, including, but not limited to, moving for civil contempt at any time after 30 days following entry of this Final Judgment. Defendant shall pay post judgment interest on any amounts due after 30 days of entry of this Final Judgment pursuant to 28 U.S.C. § 1961.

The Receiver or the Commission may propose a plan to distribute the Fund subject to the Court's approval. Such a plan may provide that the Fund shall be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. The Court shall retain jurisdiction over the administration of any distribution of the Fund and the Fund may only be disbursed pursuant to an Order of the Court.

II.

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 Relief Defendant IGroup Enterprises shall comply with all of the undertakings and agreements set forth therein.

III.

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.

IV.

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

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

v.

**THE HEARTLAND GROUP
VENTURES, LLC, *et al.*,**

Defendants.

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Civil Action No. 4:21-cv-01310-O-BP

**[PROPOSED] FINAL JUDGMENT AS TO RELIEF DEFENDANT
BRIDY IKEY**

The Securities and Exchange Commission having filed a Complaint and Relief Defendant Bridy Ikey having entered a general appearance; consented to the Court's jurisdiction over Relief Defendant Bridy Ikey and the subject matter of this action:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that all claims against Relief Defendant Bridy Ikey are dismissed, with prejudice and without costs.

II.

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

III.

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.

IV.

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

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

v.

**THE HEARTLAND GROUP
VENTURES, LLC, *et al.*,**

Defendants.

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Civil Action No. 4:21-cv-01310-O-BP

CONSENT OF DEFENDANT JAMES IKEY

1. Defendant James Ikey (“Defendant Ikey”) acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant Ikey and over the subject matter of this action.

2. Without admitting or denying the allegations of the Complaint (except as provided herein in paragraph 14 and except as to personal and subject matter jurisdiction, which Defendant Ikey admits), Defendant Ikey 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 Ikey from violation of Section 5, and Section 17(a) of the Securities Act of 1933 (the “Securities Act”) [15 U.S.C. § 77e; 15 U.S.C. § 77q(a)]; and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];

- (b) permanently restrains and enjoins Defendant Ikey from, directly or indirectly, including, but not limited to, through any entity owned or controlled by Defendant, participating in the issuance, purchase, offer, or sale of any security related to the production, exploration, extraction, purchase, or sale of oil or gas, provided, however, that such injunction shall not prevent Defendant from purchasing or selling securities listed on a national securities exchange for Defendant's own, personal account;
- (c) permanently bars Defendant Ikey from serving as an officer or director of any company that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)];
- (d) orders Defendant Ikey solely to pay disgorgement in the amount of \$65,977.14, representing net profits gained as a result of the conduct alleged in the Complaint, plus prejudgment interest thereon in the amount of \$338.85, for a total of \$66,315.99;
- (e) orders Defendant Ikey jointly and severally with Relief Defendant Encypher Bastion, LLC ("Encypher Bastion") to pay disgorgement in the amount of \$900,000.00, representing net profits gained as a result of the conduct alleged in the Complaint, plus prejudgment interest thereon in the amount of \$32,595.81, for a total of \$932,595.81, of which amount Relief Defendant IGroup Enterprises is jointly and several liable with Defendant Ikey and Relief Defendant Encypher

Bastion for disgorgement in the amount of \$71,500.00, plus prejudgment interest thereon in the amount of \$3,054.53, for a total of \$74,554.53;

- (f) orders Defendant Ikey's and Relief Defendant IGroup' Enterprises' liability for the disgorgement plus prejudgment interest discussed above in paragraph 2(e) to be reduced by the \$50,847.43 collected by the Court-appointed Receiver, Deborah Williamson (the "Receiver"), over Relief Defendant Encypher Bastion, with Relief Defendant Encypher Bastion's liability for disgorgement and prejudgment interest deemed satisfied by the amount collected from it by the Receiver; and
- (g) orders Defendant Ikey to pay a civil penalty in the amount of \$230,464.00 under Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].

3. Defendant Ikey shall satisfy these disgorgement, prejudgment interest and civil penalty obligations by paying \$1,178,528.37 to the Receiver, within 30 days after entry of this Final Judgment. Relief Defendant IGroup Enterprises is jointly and severally liable to pay \$23,707.10 of this amount.

4. Defendant Ikey acknowledges that all sums paid in satisfaction of the Final Judgment entered in this matter, including disgorgement, prejudgment interest, and civil penalties, shall be delivered or mailed to the Receiver, and shall be transmitted to Deborah Williamson, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205, under cover of a letter that identifies the Defendant, the name and case number of this litigation, and the Court. Copies of this cover letter and the means of payment shall be simultaneously transmitted to counsel for the Commission in this action. The Receiver shall hold the funds, together with any interest and income earned thereon (collectively, the "Fund"), pending further

order of the Court. Should the Receiver be discharged by the Court before Defendant Ikey has paid all amounts required of Defendant Ikey pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

5. Defendant Ikey acknowledges that the civil penalty paid pursuant to the Final Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the civil penalty shall be treated as a penalty paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant Ikey agrees that he shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant Ikey's payment of disgorgement in this action, argue that he is entitled to, nor shall he further benefit by, offset or reduction of such compensatory damages award by the amount of any part of Defendant Ikey's payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Defendant Ikey agrees that he shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the Receiver, United States Treasury, or to a Fair Fund, as the Commission directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this action. For purposes of this paragraph, a "Related Investor Action" means a private damages action brought against Defendant Ikey by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

6. Defendant Ikey agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made

pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant Ikey pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant Ikey further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant Ikey pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

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

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

9. Defendant Ikey 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 Ikey to enter into this Consent.

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

11. Defendant Ikey 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.

12. Defendant Ikey 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 Ikey of its terms and conditions. Defendant Ikey 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 Ikey has received and read a copy of the Final Judgment.

13. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Defendant Ikey in this civil proceeding. Defendant Ikey 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 Ikey waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant Ikey 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 Ikey understands that he shall not be permitted to contest the factual allegations of the Complaint in this action.

14. Defendant Ikey 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 Ikey’s agreement to comply with the terms of Section 202.5(e), Defendant Ikey: (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 Ikey does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant Ikey does not deny the allegations; (iii) upon the filing of this Consent, Defendant Ikey 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 Ikey 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 Ikey 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 Ikey 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 Ikey’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.

15. Defendant Ikey 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 Ikey to defend against this action. For these purposes, Defendant Ikey agrees that Defendant Ikey is not the prevailing party in this action since the parties have reached a good faith settlement.

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

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

Dated: 2-13-25



JAMES IKEY

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**UNITED STATES SECURITIES §
AND EXCHANGE COMMISSION, §**

Plaintiff, §

v. §

**THE HEARTLAND GROUP §
VENTURES, LLC, *et al.*, §**

Defendants. §

Civil Action No. 4:21-cv-01310-O-BP

**CONSENT OF RELIEF DEFENDANT
IGROUP ENTERPRISES LLC**

1. Relief Defendant IGroup Enterprises LLC (“Relief Defendant IGroup Enterprises”) acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Relief Defendant IGroup Enterprises and over the subject matter of this action.

2. Without admitting or denying the allegations of the Complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Relief Defendant IGroup Enterprises admits), Relief Defendant IGroup Enterprises 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) orders Relief Defendant IGroup Enterprises, jointly and severally with Defendant James Ikey (“Defendant Ikey”) and Relief Defendant Encypher Bastion, LLC (“Relief Defendant Encypher Bastion”), to pay disgorgement of \$71,500.00,

representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$3,054.53, for a total of \$74,554.53; and

- (b) orders Defendant Ikey's and Relief Defendant IGroup Enterprises' liability for the disgorgement plus prejudgment interest discussed above in paragraph 2(a) to be reduced by the \$50,847.43 collected by the Court-appointed Receiver, Deborah Williamson (the "Receiver"), over Relief Defendant Encypher Bastion, with Relief Defendant Encypher Bastion's liability for disgorgement and prejudgment interest deemed satisfied by the amount collected from it by the Receiver, resulting in \$23,707.10 in disgorgement and prejudgment interest for which Defendant Ikey and Relief Defendant IGroup Enterprises are jointly and severally liable.

3. Relief Defendant IGroup Enterprises shall satisfy this disgorgement and prejudgment interest obligation by paying \$23,707.10 to the Receiver within thirty days after entry of this Final Judgment.

4. Relief Defendant IGroup Enterprises acknowledges that all sums paid in satisfaction of the Final Judgment entered in this matter shall be delivered or mailed to the Receiver, and shall be transmitted to Deborah Williamson, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205, under cover of a letter that identifies Relief Defendant IGroup Enterprises, the name and case number of this litigation, and the Court. Copies of this cover letter and the means of payment shall be simultaneously transmitted to counsel for the Commission in this action. The Receiver shall hold the funds, together with any interest and income earned thereon (collectively, the "Fund"), pending further order of the Court. Should the Receiver be discharged by the Court before Relief Defendant IGroup Enterprises has paid all amounts required of Relief Defendant

IGroup Enterprises pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

5. Relief Defendant IGroup Enterprises waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Relief Defendant IGroup Enterprises waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises to enter into this Consent.

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

9. Relief Defendant IGroup Enterprises 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.

10. Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises of its terms and conditions. Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Relief Defendant IGroup Enterprises in this civil proceeding. Relief Defendant IGroup Enterprises 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. Relief Defendant IGroup Enterprises waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy herein.

12. Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises' agreement to comply with the terms of Section 202.5(e), Relief Defendant IGroup Enterprises: (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 Relief Defendant IGroup Enterprises does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that Relief Defendant IGroup Enterprises does not deny the allegations; and (iii) upon the filing of this Consent, Relief Defendant IGroup Enterprises hereby withdraws any papers filed in this action to the extent that they deny any allegation in the Complaint. If Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises': (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.

13. Relief Defendant IGroup Enterprises 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 Relief Defendant IGroup Enterprises to defend against this action. For these purposes, Relief Defendant IGroup Enterprises agrees that Relief Defendant IGroup Enterprises is not the prevailing party in this action since the parties have reached a good faith settlement.

14. Relief Defendant IGroup Enterprises agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

15. Relief Defendant IGroup Enterprises agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: November 20, 2024
2-13-25

IGROUP ENTERPRISES LLC

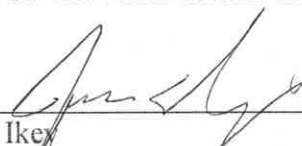
By: 
James Ikey
Its: Managing Member

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

UNITED STATES SECURITIES	§	
AND EXCHANGE COMMISSION,	§	
	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:21-cv-01310-O-BP
	§	
THE HEARTLAND GROUP	§	
VENTURES, LLC, <i>et al.</i>,	§	
	§	
Defendants.	§	

CONSENT OF RELIEF DEFENDANT BRIDY IKEY

1. Relief Defendant Bridy Ikey acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over her and over the subject matter of this action.

2. Without admitting or denying the allegations of the Complaint (except as to personal and subject matter jurisdiction, which Relief Defendant Bridy Ikey admits), Relief Defendant Bridy Ikey voluntarily agrees that, to resolve the claims against her:

- a. Relief Defendant Bridy Ikey voluntarily waives and relinquishes any claim to any assets that are, or may be, in the Receivership Estate (the “Estate”) in this matter, including any claim to any distribution, monetary relief, or property that is or may be under Estate administration or control in this matter.

- b. Relief Defendant Bridy Ikey voluntarily waives any objection to the Receivers' distribution of any assets that are or may be under Estate administration or control in this matter.
- c. Relief Defendant Bridy Ikey consents to and waives any objection to the Proposed Judgment Against Relief Defendant IGroup Enterprises LLC that was consented to by Defendant James Ikey.

3. Relief Defendant Bridy Ikey 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 Relief Defendant Bridy Ikey to enter into this Consent.

4. Relief Defendant Bridy Ikey hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which dismisses all claims against Relief Defendant Bridy Ikey, with prejudice and without costs.

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

6. Relief Defendant Bridy Ikey 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.

7. Relief Defendant Bridy Ikey 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 Relief Defendant Bridy Ikey of its terms and conditions.

8. Relief Defendant Bridy Ikey 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 Relief Defendant Bridy Ikey to defend against this action. For these purposes, Relief Defendant Bridy Ikey agrees that she is not the prevailing party in this action since the parties have reached a good faith settlement.


9. Relief Defendant Bridy Ikey agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

10. Relief Defendant Bridy Ikey agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 1/20/25


BRIDY IKEY

On Jan 20, 2025, Bridy Ikey, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires: 8-10-2028



**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

v.

**THE HEARTLAND GROUP
VENTURES, LLC, *et al.*,**

Defendants.

§
§
§
§
§
§
§
§
§
§
§

Civil Action No. 4:21-cv-01310-O-BP

**[PROPOSED] FINAL JUDGMENT AS TO RELIEF DEFENDANT
BRIDY IKEY**

The Securities and Exchange Commission having filed a Complaint and Relief Defendant Bridy Ikey having entered a general appearance; consented to the Court's jurisdiction over Relief Defendant Bridy Ikey and the subject matter of this action:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that all claims against Relief Defendant Bridy Ikey are dismissed, with prejudice and without costs.

II.

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

III.

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.

IV.

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