

**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

FINAL JUDGMENT AS TO RELIEF DEFENDANT SUNNY SINGH SAHOTA

The Securities and Exchange Commission having filed a Complaint and Relief Defendant Sunny Singh Sahota having entered a general appearance; consented to the Court's jurisdiction over Relief Defendant Sunny Singh Sahota 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 ORDERED, ADJUDGED, AND DECREED that Relief Defendant Sunny Singh Sahota take any and all such actions as are necessary to transfer to or for the benefit of the Court-appointed Receiver, Deborah D. Williamson, of Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205 (the "Receiver"), or such other person as the Receiver shall direct (the "Receiver's Designee") all right, title, and interest, free and clear of all liens, encumbrances, and other claims, in the following real property:

Lot Twenty-six (26) and Lot Twenty-five B (25B) in Block Fifty-four (54) of the Subdivision called and known as “Greenwood Estates” situated on the Southeastern coast of Cat Island Bahamas (the “Property”)

in a form and manner acceptable to the Receiver (or the Receiver’s Designee) and in accordance with the Laws of the Commonwealth of The Bahamas. Such actions shall include, but will not be limited to:

- A. Delivery of all documents of title and information relating to the Property to deduce a good and marketable documentary title in accordance with the Conveyancing and Law of Property Act of The Bahamas (the “CLPA”);
- B. Delivery of all original Conveyances relating to the Property;
- C. Delivery of all other necessary documentation relating to the Property, including but not limited to:
 - (1) current real property tax certificates issued by the Department of Inland Revenue with respect to the Property;
 - (2) current utility statements, insurance statements, and homeowners association statements (if applicable);
 - (3) any contracts for leasing or occupancy agreements, including long-term or short-term rentals;
 - (4) agreements related to sale, and/or contracts for management, maintenance, and/or improvements; and
 - (5) any necessary permits or approvals (including approvals of the Central Bank of The Bahamas, if applicable);
- D. Attending to settlement of all outstanding real property taxes, utilities, insurance and homeowners association fees (if applicable) and providing the Receiver or the Receiver’s Designee with evidence of the same;
- E. Executing and facilitating the execution by any third parties claiming an interest in the Property, including Mandeep Kaur Sahota, of all necessary documents as required to deduce a good and marketable documentary title in accordance with the CLPA, including the conveyance in favor of the Receiver or the Receiver’s Designee all of which shall be in a recordable form as required in accordance with Bahamian law; and
- F. Cooperating with the Receiver (or the Receiver’s Designee) to resolve any requisitions on title and provide any information as may be required by the Bahamas Investments Authority, to facilitate the issuance of a Permit in favor of the Receiver or the Receiver’s Designee (if applicable).

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 Sunny Singh Sahota shall comply with all of the undertakings and agreements set forth therein.

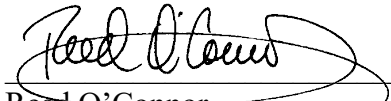
III.

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.

SO ORDERED on this **25th day of July, 2025**.

A handwritten signature in black ink, appearing to read "Reed O'Connor", is written over a horizontal line.

Reed O'Connor
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
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**UNITED STATES SECURITIES
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Plaintiff,

V.

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

Defendants.

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

CONSENT OF RELIEF DEFENDANT SUNNY SAHOTA

1. Relief Defendant Sunny Sahota acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Relief Defendant Sunny Sahota 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 Sunny Sahota admits), Relief Defendant Sunny Sahota hereby voluntarily agrees that, to resolve the claims against him, he shall take any and all such actions as are necessary to transfer to or for the benefit of the Court-appointed Receiver, Deborah D. Williamson, of Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, TX 78205 (the “Receiver”), or such other person as the Receiver shall direct (the “Receiver’s Designee”) all right, title, and interest, free and clear of all liens, encumbrances, and other claims, in the following real property

Lot Twenty-six (26) and Lot Twenty-five B (25B) in Block Fifty-four (54) of the Subdivision called and known as “Greenwood Estates” situated on the Southeastern coast of the Island of Cat Island, one of the Islands of the Commonwealth of The Bahamas (the “Property”)

in a form and manner acceptable to the Receiver (or the Receiver's Designee) and in accordance with the Laws of the Commonwealth of The Bahamas. Such actions shall include, but shall not be limited to:

- A. Delivery of all documents of title and information relating to the Property to deduce a good and marketable documentary title in accordance with the Conveyancing and Law of Property Act of The Bahamas (the "CLPA");
- B. Delivery of all original Conveyances relating to the Property;
- C. Delivery of all other necessary documentation relating to the Property, including but not limited to:
 - (1) current real property tax certificates issued by the Department of Inland Revenue with respect to the Property;
 - (2) current utility statements, insurance statements, and homeowners association statements (if applicable);
 - (3) any contracts for leasing or occupancy agreements, including long-term or short-term rentals;
 - (4) agreements related to sale, and/or contracts for management, maintenance, and/or improvements; and
 - (5) any necessary permits or approvals (including approvals of the Central Bank of The Bahamas, if applicable);
- D. Attending to settlement of all outstanding real property taxes, utilities, insurance and homeowners association fees (if applicable) and providing the Receiver or the Receiver's Designee with evidence of the same;
- E. Executing and facilitating the execution by any third parties claiming an interest in the Property, including Mandeep Kaur Sahota, of all necessary documents as required to deduce a good and marketable documentary title in accordance with the CLPA, including the conveyance in favor of the Receiver or the Receiver's Designee all of which shall be in a recordable form as required in accordance with Bahamian law; and
- F. Cooperating with the Receiver (or the Receiver's Designee) to resolve any requisitions on title and provide any information as may be required by the Bahamas Investments Authority, to facilitate the issuance of a Permit in favor of the Receiver or the Receiver's Designee (if applicable).

3. Relief Defendant Sunny Sahota further voluntarily agrees that, to resolve the claims against him, he hereby:

- a. 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; and

- b. Voluntarily waives any objection to the distribution of any assets by the Receiver that are or may be under Estate administration or control in this matter.

4. Relief Defendant Sunny Sahota 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 Sunny Sahota to enter into this Consent.

5. Relief Defendant Sunny Sahota 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 Sunny Sahota, with prejudice and without costs.

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

7. Relief Defendant Sunny Sahota 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.

8. Relief Defendant Sunny Sahota 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 Sunny Sahota of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

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

10. Relief Defendant Sunny Sahota agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

11. Relief Defendant Sunny Sahota agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: ~~May~~ ^{June} 13, 2025



SUNNY SAHOTA

On May __, 2025, Sunny Sahota, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public

Commission expires: 12/02/2027

