

**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 RECEIVERSHIP PARTIES**

Plaintiff United States Securities and Exchange Commission moves for the entry of agreed final judgments as to the Receivership Parties in this matter. In support of its motion, the SEC attaches the proposed final judgments as **Exhibits 1 through 4** hereto (“Final Judgments”),¹ attaches as **Exhibit 5 through 8** the consents by the Receivership Parties to

¹ **Exhibit 1** is the proposed final judgment for The Heartland Group Ventures, LLC, Heartland Production and Recovery LLC, Heartland Production and Recovery Fund LLC, Heartland Production and Recovery Fund II LLC, The Heartland Group Fund III, LLC, Heartland Drilling Fund I, LP, and Carson Oil Field Development Fund II, LP (collectively, the “Heartland Receivership Defendants”) and Relief Defendants Dodson Prairie Oil & Gas LLC and Panther City Energy LLC (collectively, the “Heartland Receivership Relief Defendants”). **Exhibit 2** is the proposed final judgment of Relief Defendant Encypher Bastion, LLC (“Receivership Relief Defendant Encypher Bastion”). **Exhibit 3** is the proposed final judgment of Defendants Arcooil Corp. and Barron Petroleum LLC (collectively, the “Sahota Receivership Defendants”) and Relief Defendants Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD (collectively, the “Sahota Receivership Relief Defendants”). **Exhibit 4** is the proposed final judgment of Receivership Defendant Alternative Office Solutions, LLC (“AOS”). Collectively, these entities are referred to in this motion as the “**Receivership Parties.**”

entry of the proposed final judgments, all of which have been signed by Court-appointed Receiver Deborah Williamson (“Receiver”) on behalf of such parties, and states as follows:

1. On December 1, 2021, the SEC filed its Complaint in this matter, (Dkt 1), and moved for the appointment of a receiver, (Dkt 3). The Court granted that motion and appointed Deborah Williamson to serve as the Receiver over the Receivership Parties. (Dkt 17, “Receivership Order.”)

2. In the Receivership Order, the Court authorized the Receiver to “take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Parties,” (*id.* ¶ 8(G)), and to “pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates,” (¶ 8(L)).

3. The SEC and the Receivership Parties have now agreed to a resolution, as reflected in the Final Judgments. Under the terms of those Final Judgments, among other things:

- **The Heartland Receivership Defendants and Relief**
Defendants are jointly and severally liable for disgorgement of \$11,649,732.54, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$762,156.26, for a total of \$12,411,888.80. (Ex. 1, ¶ 1.)
- **Receivership Relief Defendant Encypher Bastion** is jointly and severally liable with Defendant James Ikey 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. (Ex. 2, ¶ 1.)
- **Receivership Defendant AOS** is liable for disgorgement of \$4,674,939.96, representing net profits gained because of the conduct alleged in the Complaint, together with prejudgment interest of \$177,891.79, for a total of \$4,852,831.75. (Ex. 4, ¶ 1.)

- The **Sahota Receivership Defendants and Relief Defendants** are jointly and severally liable for disgorgement of \$44,899,156.05, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,985,283.39, for a total of \$46,884,439.44. (Ex. 3, ¶ 1.)

4. Also reflected in the Final Judgments, the SEC further asks that the Court deem satisfied all such disgorgement and prejudgment interest obligations of the Receivership Parties by the amount collected by the Receiver in connection with her duties regarding the recoverable assets of the Heartland Receivership Defendants and Heartland Receivership Relief Defendants as set out in the Receiver's final report to the Court, and the over \$8 million the Receiver has distributed to hundreds of investors. *See, e.g., SEC v. Stanford Int'l Bank Ltd.*, No. 3:09-CV-298-N, 2025 WL 332557, at *1 (N.D. Tex. Jan. 29, 2025) (imposing disgorgement and prejudgment interest, but ordering that such obligations "shall be deemed satisfied by the collection efforts and distributions to investors by the Court-appointed Receiver").

5. Further, concurrent with the entry of the Final Judgments, the SEC asks the Court to dissolve the preliminary injunctions previously entered as to the Receivership Entities. (Dkt 43; Ex. 1, ¶ 2; Ex. 2, ¶ 2; Ex. 3, ¶ 2; Ex. 4, ¶ 2.)

6. "A district court has broad powers and wide discretion to determine appropriate relief in an equity receivership." *SEC v. Stanford Int'l Bank, Ltd.*, 112 F.4th 284, 291 (5th Cir. 2024). The SEC asks that the Court exercise its powers and discretion by entering the Final Judgments attached as Exhibits 1 through 4 to this motion.

WHEREFORE, plaintiff United States Securities and Exchange Commission respectfully requests that the Court grant its motion, enter final judgments against the

Receivership Parties substantially in the form set forth in Exhibits 1 through 4 hereto, 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)
Ashley Dalmau-Holmes (IL Bar No. 6324070)
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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 THE HEARTLAND RECEIVERSHIP
DEFENDANTS AND THE HEARTLAND RECEIVERSHIP RELIEF DEFENDANTS**

The Securities and Exchange Commission having filed a Complaint and Defendants The Heartland Group Ventures, LLC, Heartland Production and Recovery LLC, Heartland Production and Recovery Fund LLC, Heartland Production and Recovery Fund II LLC, The Heartland Group Fund III, LLC, Heartland Drilling Fund I, LP, and Carson Oil Field Development Fund II, LP (collectively, the “Heartland Receivership Defendants”) and Relief Defendants Dodson Prairie Oil & Gas LLC and Panther City Energy LLC (collectively, the “Heartland Receivership Relief Defendants”), through their Court-appointed Receiver, Deborah Williamson (the “Receiver”), having entered a general appearance; consented to the Court’s jurisdiction over the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants and the subject matter of this action; acknowledged that on December 2, 2021, the Court entered a Temporary Restraining Order against the Heartland Receivership Defendants, and on December 10, 2021, the Court entered an Agreed Preliminary Injunction against the

Heartland Receivership Defendants; 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants are jointly and severally liable for disgorgement of \$11,649,732.54, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$762,156.26, for a total of \$12,411,888.80, with the Heartland Receivership Defendants' and the Heartland Receivership Relief Defendants' obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the recoverable assets of the Heartland Receivership Defendants and Heartland Receivership Relief Defendants as set out in the Receiver's final report to the Court.

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Agreed Preliminary Injunction entered against the Heartland Receivership Defendants on December 10, 2021 is hereby dissolved.

III.

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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants shall comply with all of the undertakings and agreements set forth therein.

IV.

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.

V.

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,**

Plaintiff,

V.

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

Defendants.

[illegible]

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

**[PROPOSED] FINAL JUDGMENT AS TO RELIEF DEFENDANT
ENCYIPHER BASTION, LLC**

The Securities and Exchange Commission having filed a Complaint and Relief Defendant Encypher Bastion, LLC (“Relief Defendant Encypher Bastion”), through its Court-appointed Receiver, Deborah Williamson (the “Receiver”), having entered a general appearance; consented to the Court’s jurisdiction over Relief Defendant Encypher Bastion 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 Encypher Bastion is jointly and severally liable with Defendant James Ikey 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 LLC 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, with Relief Defendant Encypher Bastion's obligation deemed fully and finally satisfied by the \$50,847.43 collected by the Receiver from Relief Defendant Encypher Bastion.

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 Encypher Bastion 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.	§	Civil Action No. 4:21-cv-01310-O-BP
	§	
THE HEARTLAND GROUP	§	
VENTURES, LLC, <i>et al.</i>,	§	
	§	
Defendants.	§	

**[PROPOSED] FINAL JUDGMENT AS TO THE SAHOTA RECEIVERSHIP
DEFENDANTS AND THE SAHOTA RECEIVERSHIP RELIEF DEFENDANTS**

The Securities and Exchange Commission having filed a Complaint and Defendants Arcooil Corp. and Barron Petroleum LLC (collectively, the “Sahota Receivership Defendants”) and Relief Defendants Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD (collectively, the “Sahota Receivership Relief Defendants”), through their Court-appointed Receiver, Deborah Williamson (the “Receiver”), having entered a general appearance; consented to the Court’s jurisdiction over the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants and the subject matter of this action; acknowledged that on December 2, 2021, the Court entered a Temporary Restraining Order against the Sahota Receivership Defendants, and on December 10, 2021, the Court entered an Agreed Preliminary Injunction against the Sahota Receivership Defendants; 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants are jointly and severally liable for disgorgement of \$44,899,156.05, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,985,283.39, for a total of \$46,884,439.44, with the Sahota Receivership Defendants' and the Sahota Receivership Relief Defendants' obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the recoverable assets of the Sahota Receivership Defendants and Sahota Receivership Relief Defendants as set out in the Receiver's final report to the Court.

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Agreed Preliminary Injunction entered against the Sahota Receivership Defendants on December 10, 2021 is hereby dissolved.

III.

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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants shall comply with all of the undertakings and agreements set forth therein.

IV.

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.

V.

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.

[illegible]

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

**[PROPOSED] FINAL JUDGMENT AS TO DEFENDANT
ALTERNATIVE OFFICE SOLUTIONS, LLC**

The Securities and Exchange Commission having filed a Complaint and Defendant Alternative Office Solutions, LLC (“Defendant” or “AOS”), through its Court-appointed Receiver, Deborah Williamson (the “Receiver”), having entered a general appearance; consented to the Court’s jurisdiction over Defendant and the subject matter of this action; acknowledged that on December 2, 2021, the Court entered a Temporary Restraining Order against Defendant, and on December 10, 2021, the Court entered an Agreed Preliminary Injunction against Defendant; 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 Defendant is liable for disgorgement of \$4,674,939.96, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of

\$177,891.79, for a total of \$4,852,831.75, with the Defendant's obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the recoverable assets of AOS as set out in the Receiver's final report to the Court.

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Agreed Preliminary Injunction entered against the Defendant on December 10, 2021 is hereby dissolved.

III.

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

IV.

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.

V.

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 5

**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 THE HEARTLAND RECEIVERSHIP DEFENDANTS AND THE
HEARTLAND RECEIVERSHIP RELIEF DEFENDANTS**

1. Defendants The Heartland Group Ventures, LLC, Heartland Production and Recovery LLC, Heartland Production and Recovery Fund LLC, Heartland Production and Recovery Fund II LLC, The Heartland Group Fund III, LLC, Heartland Drilling Fund I, LP, and Carson Oil Field Development Fund II, LP (collectively, the “Heartland Receivership Defendants”) and Relief Defendants Dodson Prairie Oil & Gas LLC and Panther City Energy LLC (collectively, the “Heartland Receivership Relief Defendants”), through their Court-appointed Receiver, Deborah Williamson (the “Receiver”), acknowledge having been served with the Complaint in this action, enter a general appearance, and admit the Court’s jurisdiction over the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants and over the subject matter of this action.

2. The Heartland Receivership Defendants further acknowledge that on December 2, 2021, the Court entered a Temporary Restraining Order against the Heartland Receivership

Defendants enjoining them from further violating Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 (the “Securities Act”) and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 thereunder. (ECF No. 12).

3. The Heartland Receivership Defendants further acknowledge that on December 10, 2021, the Court entered an Agreed Preliminary Injunction against the Heartland Receivership Defendants enjoining them during the pendency of this litigation from violating Sections 5(a), 5(c), and 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and further enjoining them from participating in the issuance, purchase, offer, or sale of any security related to the production, exploration, extraction, purchase or sale of oil or gas. (ECF No. 43).

4. 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants admit), the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants hereby consent 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants, jointly and severally, to pay disgorgement of \$11,649,732.54, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$762,156.26, for a total of \$12,411,888.80, with the Heartland Receivership Defendants’ and the Heartland Receivership Relief Defendants’ obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the

recoverable assets of the Heartland Receivership Defendants and Heartland Receivership Relief Defendants as set out in the Receiver's final report to the Court; and

(b) orders that the Agreed Preliminary Injunction entered against the Heartland Receivership Defendants on December 10, 2021 is hereby dissolved.

5. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants waive the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants enter into this Consent voluntarily and represent 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants to enter into this Consent.

8. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants agree that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants 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 waive any objection based thereon.

10. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants waive service of the Final Judgment and agree that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants of its terms and conditions. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants further agree 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants have 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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants in this civil proceeding. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants acknowledge 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. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants waive any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy herein.

12. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants understand and agree 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 the Heartland Receivership Defendants’ and the Heartland Receivership Relief Defendants’ agreement to comply with the terms of Section 202.5(e), the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants: (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 the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants do not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants do not deny the allegations; and (iii) upon the filing of this Consent, the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants hereby withdraw any papers filed in this action to the extent that they deny any allegation in the Complaint. If the Heartland Receivership Defendants or the Heartland Receivership Relief Defendants breach 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 the Heartland Receivership Defendants’ and the Heartland Receivership Relief Defendants’: (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. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants hereby waive 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

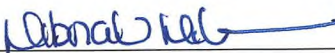
expended by the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants to defend against this action. For these purposes, the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants agree that the Heartland Receivership Defendants and the Heartland Receivership Relief Defendants are not the prevailing party in this action since the parties have reached a good faith settlement.

14. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants agree that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

15. The Heartland Receivership Defendants and the Heartland Receivership Relief Defendants agree that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: February 13, 2025

**THE HEARTLAND GROUP VENTURES,
LLC, HEARTLAND PRODUCTION AND
RECOVERY LLC, HEARTLAND
PRODUCTION AND RECOVERY FUND LLC,
HEARTLAND PRODUCTION AND
RECOVERY FUND II LLC, THE
HEARTLAND GROUP FUND III, LLC,
HEARTLAND DRILLING FUND I, LP;
CARSON OIL FIELD DEVELOPMENT FUND
II, LP, DODSON PRAIRIE OIL & GAS LLC
AND PANTHER CITY ENERGY LLC**

By: 
Deborah D. Williamson
Their Court-Appointed 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

On February 13, 2025, Deborah Williamson, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of The Heartland Group Ventures, LLC; Heartland Production and Recovery LLC; Heartland Production and Recovery Fund LLC; Heartland Production and Recovery Fund II LLC; The Heartland Group Fund III, LLC; Heartland Drilling Fund I, LP; Carson Oil Field Development Fund II, LP; Dodson Prairie Oil & Gas LLC; and Panther City Energy LLC as the Court-appointed Receiver.

Mary A. Araiza

Notary Public

Commission expires:

Approved as to form:

Danielle Rushing Behrends

Danielle Rushing Behrends

State Bar No. 24086961

dbehrends@dykema.com

DYKEMA GOSSETT PLLC

112 East Pecan Street, Suite 1800

San Antonio, Texas 78205

Telephone: (210) 554-5500

Attorney for Court-appointed Receiver

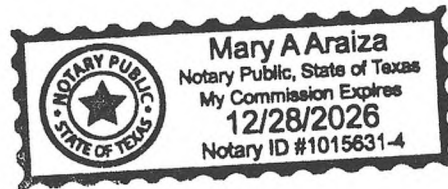


EXHIBIT 6

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

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

V.

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

Defendants.

§ §

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

**CONSENT OF RELIEF DEFENDANT
ENCYIPHER BASTION, LLC**

1. Relief Defendant Encypher Bastion, LLC (“Relief Defendant Encypher Bastion”), through its Court-appointed Receiver, Deborah Williamson (the “Receiver”), acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Relief Defendant Encypher Bastion 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 Encypher Bastion admits), Relief Defendant Encypher Bastion 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 orders Relief Defendant Encypher Bastion, jointly and severally with Defendant James Ikey (“Defendant Ikey”), to pay disgorgement 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 LLC 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, with Relief Defendant Encypher Bastion's obligation deemed fully and finally satisfied by the \$50,847.43 collected by the Receiver from Relief Defendant Encypher Bastion.

3. Relief Defendant Encypher Bastion waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Relief Defendant Encypher Bastion waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Relief Defendant Encypher Bastion 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 Encypher Bastion to enter into this Consent.

6. Relief Defendant Encypher Bastion 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 Encypher Bastion 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 Encypher Bastion 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 Encypher Bastion of its terms and conditions. Relief Defendant Encypher Bastion 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 Encypher Bastion has received and read a copy of the Final Judgment.

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

10. Relief Defendant Encypher Bastion 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 Encypher Bastion's agreement to comply with the terms of Section 202.5(e), Relief Defendant Encypher Bastion: (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 Encypher Bastion does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that Relief Defendant Encypher Bastion does not deny the allegations; and (iii) upon the filing of this Consent, Relief Defendant Encypher Bastion hereby

withdraws any papers filed in this action to the extent that they deny any allegation in the Complaint. If Relief Defendant Encypher Bastion 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 Encypher Bastion'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.

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

12. Relief Defendant Encypher Bastion agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

13. Relief Defendant Encypher Bastion agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

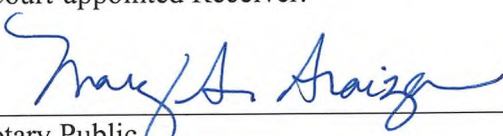
Dated: February 13, 2025

ENCYIPHER BASTION, LLC

By: Deborah D. Williamson
Deborah D. Williamson
Its Court-Appointed Receiver

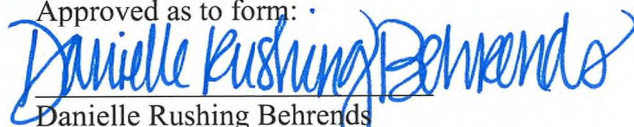
State Bar No. 21617500
dwilliamson@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

On February 13, 2025, Deborah Williamson, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Encypher Bastion, LLC as the Court-appointed Receiver.



Notary Public
Commission expires:

Approved as to form: •



Danielle Rushing Behrends
State Bar No. 24086961
dbehrends@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Attorney for Court-appointed Receiver

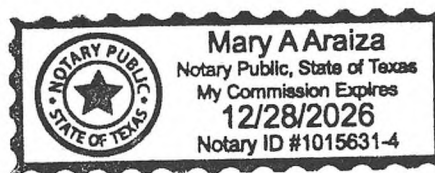


EXHIBIT 7

**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 THE SAHOTA RECEIVERSHIP DEFENDANTS AND THE SAHOTA
RECEIVERSHIP RELIEF DEFENDANTS**

1. Defendants Arcooil Corp. and Barron Petroleum LLC (collectively, the “Sahota Receivership Defendants”) and Relief Defendants Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD (collectively, the “Sahota Receivership Relief Defendants”), through their Court-appointed Receiver, Deborah Williamson (the “Receiver”), acknowledge having been served with the Complaint in this action, enter a general appearance, and admit the Court’s jurisdiction over the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants and over the subject matter of this action.

2. The Sahota Receivership Defendants further acknowledge that on December 2, 2021, the Court entered a Temporary Restraining Order against the Sahota Receivership Defendants enjoining them from further violating Sections 5(a), 5(c), and 17(a) of the Securities

Act of 1933 (the “Securities Act”) and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 thereunder. (ECF No. 12).

3. The Sahota Receivership Defendants further acknowledge that on December 10, 2021, the Court entered an Agreed Preliminary Injunction against the Sahota Receivership Defendants enjoining them during the pendency of this litigation from violating Sections 5(a), 5(c), and 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and further enjoining them from participating in the issuance, purchase, offer, or sale of any security related to the production, exploration, extraction, purchase or sale of oil or gas. (ECF. No. 43).

4. 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants admit), the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants hereby consent 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants, jointly and severally, to pay disgorgement of \$44,899,156.05, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$1,985,283.39, for a total of \$46,884,439.44, with the Sahota Receivership Defendants’ and the Sahota Receivership Relief Defendants’ obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the

recoverable assets of the Sahota Receivership Defendants and Sahota Receivership

Relief Defendants as set out in the Receiver's final report to the Court; and

(b) orders that the Agreed Preliminary Injunction entered against the Sahota

Receivership Defendants on December 10, 2021 is hereby dissolved.

5. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants waive the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants enter into this Consent voluntarily and represent 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants to enter into this Consent.

8. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants agree that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants 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 waive any objection based thereon.

10. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants waive service of the Final Judgment and agree that entry of the Final Judgment by the Court and

filing with the Clerk of the Court will constitute notice to the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants of its terms and conditions. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants further agree 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants have 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants in this civil proceeding. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants acknowledge 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. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants waive any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy herein.

12. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants understand and agree 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 the Sahota Receivership Defendants' and the Sahota Receivership Relief Defendants' agreement to comply with the terms of Section 202.5(e), the Sahota Receivership Defendants and the Sahota

Receivership Relief Defendants: (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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants do not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants do not deny the allegations; and (iii) upon the filing of this Consent, the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants hereby withdraw any papers filed in this action to the extent that they deny any allegation in the Complaint. If the Sahota Receivership Defendants or the Sahota Receivership Relief Defendants breach 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 the Sahota Receivership Defendants' and the Sahota Receivership Relief Defendants': (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. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants hereby waive 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 the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants to defend against this action. For these purposes, the Sahota Receivership Defendants and the Sahota Receivership Relief Defendants agree that the Sahota Receivership Defendants and the Sahota Receivership Relief

Defendants are not the prevailing party in this action since the parties have reached a good faith settlement.

14. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants agree that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

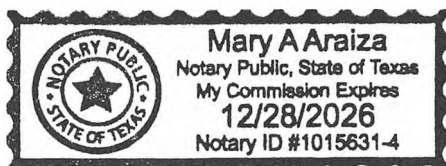
15. The Sahota Receivership Defendants and the Sahota Receivership Relief Defendants agree that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: February 13, 2025

**ARCOOIL CORP., BARRON PETROLEUM
LLC, BARRON ENERGY CORPORATION,
DALLAS RESOURCES INC., LEADING
EDGE ENERGY, LLC, SAHOTA CAPITAL
LLC, AND 1178137 BC LTD**

By: Deborah D. Williamson
Deborah D. Williamson
Their Court-Appointed 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

On February 13, 2025, Deborah Williamson, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Arcooil Corp., Barron Petroleum LLC, Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD as the Court-appointed Receiver.



Mary A. Araiza
Notary Public
Commission expires:

Approved as to form:



Danielle Rushing Behrends

State Bar No. 24086961

dbehrends@dykema.com

DYKEMA GOSSETT PLLC

112 East Pecan Street, Suite 1800

San Antonio, Texas 78205

Telephone: (210) 554-5500

Attorney for Court-appointed Receiver

EXHIBIT 8

**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 DEFENDANT ALTERNATIVE OFFICE SOLUTIONS, LLC

1. Defendant Alternative Office Solutions, LLC (“Defendant”), through its Court-appointed Receiver, Deborah Williamson (the “Receiver”), acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Defendant further acknowledges that on December 2, 2021, the Court entered a Temporary Restraining Order against Defendant enjoining it from further violating Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 (the “Securities Act”) and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 thereunder. (ECF No. 12).

3. Defendant further acknowledges that on December 10, 2021, the Court entered an Agreed Preliminary Injunction against Defendant enjoining it during the pendency of this litigation from violating Sections 5(a), 5(c), and 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and further enjoining it from participating in the

issuance, purchase, offer, or sale of any security related to the production, exploration, extraction, purchase or sale of oil or gas. (ECF. No. 43).

4. 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 Defendant admits), Defendant hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) orders Defendant to pay disgorgement of \$4,674,939.96, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$177,891.79, for a total of \$4,852,831.75, with the Defendant's obligations deemed fully and finally satisfied by the amount collected by the Receiver in connection with her duties regarding the recoverable assets of AOS as set out in the Receiver's final report to the Court; and
- (b) orders that the Agreed Preliminary Injunction entered against the Defendant on December 10, 2021 is hereby dissolved.

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

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

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

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

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

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

11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy herein.

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

Defendant: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint or creating the impression that the Complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Defendant does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without also stating that Defendant does not deny the allegations; and (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the Complaint. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

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

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

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

Dated: February 13, 2025

ALTERNATIVE OFFICE SOLUTIONS, LLC

By: Deborah D. Williamson
Deborah D. Williamson
Its Court-Appointed 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

On February 13, 2025, Deborah Williamson, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Alternative Office Solutions, LLC as the Court-appointed Receiver.

Mary A. Araiza
Notary Public
Commission expires:

Approved as to form:

Danielle Rushing Behrends
Danielle Rushing Behrends
State Bar No. 24086961
dbehrends@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Attorney for Court-appointed Receiver

