

**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; 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; ALTERNATIVE OFFICE SOLUTIONS, LLC; ARCOOIL CORP.; BARRON PETROLEUM LLC; JAMES IKEY; JOHN MURATORE; THOMAS BRAD PEARSEY; MANJIT SINGH (AKA ROGER) SAHOTA; and RUSTIN BRUNSON,**

**Defendants,**

**and**

**DODSON PRAIRIE OIL & GAS LLC; PANTHER CITY ENERGY LLC; MURATORE FINANCIAL SERVICES, INC.; BRIDY IKEY; ENCYIPHER BASTION, LLC; IGROUP ENTERPRISES LLC; HARPRIT SAHOTA; MONROSE SAHOTA; SUNNY SAHOTA; BARRON ENERGY CORPORATION; DALLAS RESOURCES INC.; LEADING EDGE ENERGY, LLC; SAHOTA CAPITAL LLC; and 1178137 B.C. LTD.,**

### Relief Defendants.

**No. 4-21CV-1310-O-BP**

**SUPPLEMENTAL RESPONSE AT REQUEST OF COURT TO  
RECEIVER’S FEE APPLICATION FOR SERVICES PERFORMED BETWEEN  
OCTOBER 1, 2024 AND DECEMBER 31, 2024, AND BRIEF IN SUPPORT  
ECF NO. 676**

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the “Receiver”) for the Receivership Parties (as defined in the *Order Appointing Receiver* [ECF No. 17] (the “Receivership Order”))<sup>1</sup> and receivership estates (collectively, the “Receivership Estates”) in the above-captioned case (the “Case”), hereby files this *Supplemental Response at Request of Court to Receiver’s Fee Application for Services Performed Between October 1, 2024 and December 31, 2024, and Brief in Support [ECF No. 676]* (the “Response”) in accordance with the Court’s directive at the February 27, 2025 hearing held in this Case.

1. On February 4, 2025, the Receiver filed the *Receiver’s Fee Application for Services Performed Between October 1, 2024 and December 31, 2024, and Brief in Support* [ECF No. 676] (the “Application”), which requested, in part, Court approval, on an interim basis, and authorization of payment of (i) fees incurred by Dykema in the amount of \$135,422.32 for services performed during the Application Period as counsel to the Receiver and (ii) expenses incurred by Dykema in the amount of \$8,275.45 in connection with services rendered as counsel to the Receiver.

**I. RESPONSE**

2. At the direction of the Court at the February 27, 2025 hearing in this Case, the Receiver has reviewed Dykema’s invoices during the Application Period.

3. As stated in the Application, Dykema “voluntarily reduced the requested reimbursement by \$32,615.50 including time spent by the Receiver and by Dykema attorneys

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

during the Application Period.” Application, ¶ 4. The Receiver proposes a further reduction in Dykema’s fees and expenses during the Application Period as follows:

**(a) LexisNexis and CourtLink Expenses**

4. Dykema has agreed to write off legal research expenses in the amount of \$1,072.60 incurred through LexisNexis and CourtLink during the Application Period. As such, Dykema seeks Court approval of expenses incurred in connection with services rendered as counsel to the Receiver during the Application Period in the amount of **\$7,202.85**.

**(b) Research and Drafting**

5. With respect to Dykema’s time entries during the Application Period for research and drafting memoranda regarding insolvency and fraudulent transfers, Dykema has agreed to a discount of 10% of the total associated fees, resulting in a reduction of **\$676.50**.

**(c) Bahamas Litigation Complaint**

6. With respect to Dykema’s time entries during the Application Period for drafting the Bahamas litigation complaint, Dykema has agreed to a **\$4,761.00** reduction of the total associated fees. As the Receiver stated on the record at the February 27, 2025 hearing, Dykema spent additional time in the first quarter of 2025 drafting the Bahamas litigation complaint. Thus, Dykema’s invoices for the first quarter of 2025 will include time entries for drafting and filing the Bahamas litigation complaint on behalf of the Receiver.

**(d) Miscellaneous Write-Offs**

7. Dykema has agreed to write off additional miscellaneous time entries in the amount of **\$1,623.00**.

**(e) Case Administration Write-Offs**

8. With respect to Ms. Douglas’ case administration time entries during the Application Period, Dykema has agreed to discount of 15%, resulting in a reduction of **\$3,425.40**.

(f) **Motion to Terminate Business Receivership Entities**

9. On November 1, 2024, the Receiver filed the *Receiver's Amended Motion to Approve Procedures for Terminating Business Receivership Entities* [ECF No. 613] (the “Motion to Terminate”). Numerous Dykema attorneys assisted in the drafting and research of the Motion to Terminate, which presented complex business termination procedures for multiple jurisdictions for this Court’s approval. After reviewing Dykema’s time entries relating to the Motion to Terminate and given the complex issues presented therein, the Receiver does not believe any time for these entries should be reduced. As a result, Dykema seeks Court approval of fees associated with the Motion to Terminate, which total \$14,979.80.

**II. CONCLUSION**

10. This Response reflects Dykema’s agreement to and the Receiver’s approval of an additional reduction in (i) fees for services rendered during the Application Period in the amount of \$10,485.90 and (ii) expenses incurred in connection with services rendered during the Application Period in the amount of \$1,072.60.

11. The Receiver respectfully requests the Court enter an Order approving the Application, in part, as modified below with respect to Dykema:

- (a) Fees incurred by Dykema as counsel to the Receiver during the Application Period, totaling **\$124,936.42**; and
- (b) Expenses incurred by Dykema as counsel to the Receiver during the Application Period, totaling **\$7,202.85**.

Dated: March 3, 2025

Respectfully submitted,

By: /s/ Danielle Rushing Behrends

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**COUNSEL TO RECEIVER**

**CERTIFICATE OF SERVICE**

I hereby certify that on March 3, 2025, the foregoing document was served via CM/ECF on all parties appearing in this case, including Securities and Exchange Commission, and via email on the following unrepresented parties on this Court's docket:

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