

**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

**PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S
MOTION FOR ENTRY OF AGREED FINAL JUDGMENTS AS TO
DEFENDANT ROGER SAHOTA AND RELIEF DEFENDANTS
MONROSE SAHOTA, SUNNY SAHOTA, AND HARPRIT SAHOTA**

Plaintiff United States Securities and Exchange Commission moves for the entry of agreed final judgments as to defendant Roger Sahota, and relief defendants Monroe Sahota, Sunny Sahota, and Harprit Sahota. In support of its motion, the SEC attaches the agreed, proposed final judgments as **Exhibit 1** (“Roger Sahota Final Judgment”), **Exhibit 2** (“Monroe Sahota Final Judgment”), **Exhibit 3** (“Sunny Sahota Final Judgment”), and **Exhibit 4** (“Harprit Sahota Final Judgment”) hereto (together the “Final Judgments”), attaches the corresponding consents to entry of these final judgments as **Exhibit 5** (for Roger Sahota), **Exhibit 6** (for Monroe Sahota), **Exhibit 7** (for Sunny Sahota), and **Exhibit 8** (for Harprit Sahota) hereto, and states:

1. Roger Sahota 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 194, §§ I-IV.) He further agreed that disgorgement, prejudgment interest, and civil penalties are appropriate, and would be determined later by way of a motion. (*Id.* § V.) As part of that agreement, Roger Sahota agreed not to challenge the allegations in the Complaint, including the allegations supporting the SEC's claims against him, some of which are described below. (*Id.*)

2. As discussed in Paragraphs 5 through 8 below, the SEC now seeks, with Roger Sahota's agreement, the imposition of specific amounts for disgorgement, prejudgment interest, and civil penalties. (Ex. 1 hereto.)

3. For relief defendants Sunny Sahota and Monroe Sahota, to resolve the litigation against them, the SEC seeks—with their agreement—the transfer of certain Bahamian properties to the Receiver. (Exs. 2 and 3, respectively, hereto.) This is just and equitable since they used ill-gotten gains from Heartland investors to purchase the Bahamian properties in the first instance. For relief defendant Harprit Sahota, the SEC further seeks, with her agreement, for her to be dismissed with prejudice. (Ex. 4 hereto.)

4. 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).

5. The facts alleged in the SEC's Complaint, which Roger Sahota has deemed true for present purposes, detail his violations of Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") (15 U.S.C. § 78j(b)) and Rule 10b-5 (17 C.F.R. 240.10b-5) thereunder, and Section 17(a) of the Securities Act of 1933 (15 U.S.C. §§ 77q(a)), including his:

- **Alteration of reserve reports** he supplied Heartland falsely showing \$146 million worth of gas reserves for the Carson lease. (Complaint, ¶ 118.)
- **Alteration of gathering statements** he gave Heartland that drastically inflated oil production revenue. (*Id.* ¶ 119.)
- **Gross inflation of the actual productivity of the first Carson well** during an investor field trip to the Carson lease. (*Id.* ¶ 120.)

These material misrepresentations and omissions are all actionable misconduct under Section 10(b) and Rule 10b-5 of the Exchange Act and Section 17(a) of the Securities Act. *See, e.g., SEC v. Bowen*, No. 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 the productivity of oil and gas wells).

6. Concerning Roger Sahota's **disgorgement**, the SEC has identified a total 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. This amount has then been offset by \$13,633,662.34 collected by the Receiver. *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); *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).

7. Further, the SEC seeks to impose a **civil penalty** against Roger Sahota in the amount of \$236,451 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)]. This represents the statutory third-tier penalty amount for a natural person for fraud-based violations causing substantial harm to investors 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>.

8. This sum is an appropriate penalty given the egregiousness and recurrent nature of Roger Sahota’s misrepresentations, including his alterations of reserve reports and gathering statements and his lies to investors about the productivity of the wells. *See, e.g., SEC v. Wilson*, No. 4:22-CV-00741-O, 2022 WL 18275941, at *9 (N.D. Tex. Dec. 28, 2022), *report and recommendation adopted*, 2023 WL 172042 (Jan. 12, 2023); *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 Roger Sahota and relief defendants Monroe Sahota, Sunny Sahota, and Harprit Sahota, substantially in the form set forth in Exhibits 1 through 4 hereto, respectively, and grant such other and further relief as the Court deems just and appropriate.

Dated: July 2, 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.

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

Defendants.

[illegible]

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

**[PROPOSED] FINAL JUDGMENT AS TO
DEFENDANT MANJIT SINGH “ROGER” SAHOTA**

The Securities and Exchange Commission having filed a Complaint and Defendant Manjit Singh “Roger” Sahota (“Defendant Sahota”) having entered a general appearance; consented to the Court’s jurisdiction over Defendant 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 and except as otherwise provided herein in paragraph VII); 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 Sahota 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 Sahota's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Sahota or with anyone described in (a).

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Sahota 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 Sahota's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Sahota or with anyone described in (a).

III.

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 Sahota is permanently restrained and enjoined from directly or indirectly, including, but not limited to, through any entity owned or controlled by Defendant Sahota, 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 Sahota from purchasing or selling securities listed on a national securities exchange for Defendant Sahota'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 Sahota's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant Sahota or with anyone described in (a).

IV.

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 Sahota 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)].

V.

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

- A. Defendant Sahota is jointly and severally liable with Defendants Arcooil Corp. and Barron Petroleum LLC (“Sahota Receivership Defendants”) and Relief Defendants Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD (“Sahota Receivership Relief Defendants”) 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.
 - B. Defendant Sahota’s liability for the disgorgement plus prejudgment interest discussed above in paragraph V(A) is offset by the \$13,633,662.34 collected by the Court-appointed Receiver in this matter, Deborah Williamson (the “Receiver”), from the Sahota Receivership Defendants and Sahota Receivership Relief Defendants; and Defendant Sahota is solely liable for a civil penalty in the amount of \$236,451.00 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)].
 - C. Defendant Sahota shall satisfy these disgorgement, prejudgment interest and civil penalty obligations by paying \$33,487,228.10 to the Receiver within 30 days after entry of this Final Judgment.
- Defendant Sahota 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 Defendant Sahota, 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 Sahota has paid all amounts required of Defendant Sahota pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

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

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 Sahota 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 Sahota shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant Sahota's payment of disgorgement in this action, argue that Defendant Sahota is entitled to, nor shall Defendant Sahota further benefit by, offset or reduction of such compensatory damages award by the amount of any part of Defendant Sahota'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 Sahota 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 Sahota by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

VI.

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

VII.

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

VIII.

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.

IX.

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

Lot B situated in “Newfield” Subdivision in the settlement of Port Howe 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, 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 Monroe 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.

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 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.

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.

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

[PROPOSED] FINAL JUDGMENT AS TO RELIEF DEFENDANT HARPRIT SAHOTA

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

I.

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

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Relief Defendant Harprit Sahota's Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Relief Defendant Harprit 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.

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.

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

Defendants.

[Decorative flourish]

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

CONSENT OF DEFENDANT ROGER SAHOTA

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

2. Without admitting or denying the allegations of the Complaint (except as provided herein in paragraph 15 and except as to personal and subject matter jurisdiction, which Defendant Sahota admits), Defendant Sahota 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 Sahota from violation of Section 17(a) of the Securities Act of 1933 (the “Securities Act”) [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 Sahota from, directly or indirectly, including, but not limited to, through any entity owned or controlled by Defendant Sahota, 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 Sahota from purchasing or selling securities listed on a national securities exchange for Defendant Sahota's own, personal account;
- (c) permanently bars Defendant Sahota 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 Sahota jointly and severally with Defendants Arcooil Corp. and Barron Petroleum LLC ("Sahota Receivership Defendants") and Relief Defendants Barron Energy Corporation, Dallas Resources INC., Leading Edge Energy, LLC, Sahota Capital LLC, and 1178137 BC LTD ("Sahota Receivership Relief Defendants") to pay disgorgement in the amount of \$44,899,156.05, representing net profits gained as a result of the conduct alleged in the Complaint, plus prejudgment interest thereon in the amount of \$1,985,283.39, for a total of \$46,884,439.44; and
- (e) orders Defendant Sahota's liability for the disgorgement plus prejudgment interest discussed above in paragraph 2(d) to be offset by the \$13,633,662.34 collected by the Court-appointed Receiver in this matter, Deborah Williamson (the

“Receiver”), from the Sahota Receivership Defendants and Sahota Receivership Relief Defendants; and

- (f) orders Defendant Sahota to pay a civil penalty in the amount of \$236,451.00 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 Sahota shall satisfy these disgorgement, prejudgment interest and civil penalty obligations by paying \$33,487,228.10 to the Receiver, within 30 days after entry of this Final Judgment.

4. Defendant Sahota voluntarily agrees that, to resolve the claims against him, he voluntarily waives and relinquishes (a) 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) any objection to the distribution of any assets by the Receiver in this matter that are or may be under Estate administration or control in this matter.

5. Defendant Sahota 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 Defendant Sahota, 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 Sahota has paid all amounts required of Defendant Sahota pursuant to the Final Judgment, the payment of the remaining amounts shall be made to the Commission.

6. Defendant Sahota 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 Sahota agrees that he shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant Sahota'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 Sahota'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 Sahota 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 Sahota by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

7. Defendant Sahota 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 Sahota

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 Sahota 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 Sahota 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.

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

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

10. Defendant 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 Defendant Sahota to enter into this Consent.

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

12. Defendant 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.

13. Defendant 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 Defendant Sahota of its terms and conditions. Defendant Sahota 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 Sahota has received and read a copy of the Final Judgment.

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

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

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

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

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

Dated: May 13, 2025



MANJIT SINGH "ROGER" SAHOTA

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


Notary Public

Commission expires: 12/02/2027

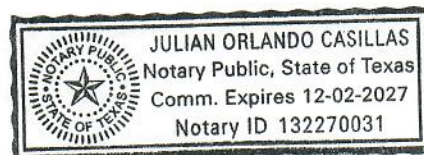


EXHIBIT 6

**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 MONROSE SAHOTA

1. Relief Defendant Monrose Sahota acknowledges having been served with the Complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Relief Defendant Monrose 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 Monroe Sahota admits), Relief Defendant Monroe 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 B situated in “Newfield” Subdivision in the settlement of Port Howe 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 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, 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 Monroe 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 Monroe 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 Monroe Sahota to enter into this Consent.

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

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

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

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

Dated: ~~May~~ 26, 2025

June



MONROSE SAHOTA

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.

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

Defendants.

[illegible]

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

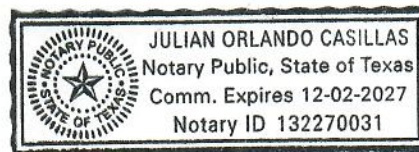


EXHIBIT 8

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

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

V.

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

Defendants.

[illegible]

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

CONSENT OF RELIEF DEFENDANT HARPRIT SAHOTA

1. Relief Defendant Harprit Sahota 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 Harprit Sahota admits), Relief Defendant Harprit Sahota voluntarily agrees that, to resolve the claims against her:

- (a) Relief Defendant Harprit Sahota 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) Relief Defendant Harprit Sahota voluntarily waives any objection to the distribution of any assets by the Court-appointed Receiver in this matter, Deborah

Williamson (the “Receiver”), that are or may be under Estate administration or control in this matter.

3. Relief Defendant Harprit 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 Harprit Sahota to enter into this Consent.

4. Relief Defendant Harprit 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 Harprit Sahota, with prejudice and without costs.

5. Relief Defendant Harprit Sahota 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 Harprit 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.

7. Relief Defendant Harprit 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 Harprit Sahota of its terms and conditions.

8. Relief Defendant Harprit 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 Harprit Sahota to defend

against this action. For these purposes, Relief Defendant Harprit Sahota agrees that she is not the prevailing party in this action since the parties have reached a good faith settlement.

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

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

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

Sahota
HARPRIT SAHOTA

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

[Signature]
Notary Public
Commission expires: 12/02/2027

