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**PROPOSED COUNSEL TO  
DEBTORS AND  
DEBTORS IN POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Higher Ground Education, Inc., *et al.*,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 25-80121-11 (MVL)

(Joint Administration Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON  
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING  
AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby file this application (the “**Application**”), for entry of an order (the “**Proposed Order**”), substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a), 327(a), 330, and 1107(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014 and 2016 of the Federal

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.



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Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “**Local Rules**”), authorizing the Debtors to retain and employ Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as the Debtors’ claims, noticing, and solicitation agent (the “**Claims and Noticing Agent**”) effective as of the Petition Date, in accordance with the terms and conditions set forth in the services agreement a copy of which is attached as **Exhibit B** (the “**Services Agreement**”). In support of this Application, the Debtors submit the Declaration of Evan Gershbein, Executive Vice President of Corporate Restructuring at Verita, attached hereto as **Exhibit C** incorporated herein by reference (the “**Gershbein Declaration**”), and respectfully states as follows:

#### **JURISDICTION, VENUE, AND PREDICATES FOR RELIEF**

1. The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm its consent to the entry of a final order or judgment by the Court in connection with this Application if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and other predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 330, 503(b), and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Rules 2014-1 and 2016-1 of the of the Bankruptcy Local Rules for the Northern District of Texas (the “**Local Rules**”), and Section B of the Procedures for Complex Cases in the Northern District of Texas (the “**Complex Case Procedures**”).

#### **BACKGROUND**

4. From their inception in 2016 through the beginning of 2025, the Debtors grew to

over 150 schools (the “**Schools**”), becoming the largest owner and operator of Montessori schools in the world. The Debtors’ mission was to modernize and mainstream the Montessori education movement. In addition to owning and operating the Schools, the Debtors provided training and consulting services to Montessori schools around the world. The Debtors sought to offer an end-to-end experience that covers the entire lifecycle of a family at school, virtually, and at home, from birth through secondary education—enabled by next-gen, accredited Montessori instruction. Information on the Debtors, their businesses, and a summary of the relief requested in this Motion can be found in the *Declaration of Jonathan McCarthy in Support of First Day Motions* (the “**First Day Declaration**”), filed concurrently herewith and incorporated herein by reference.

5. On June 17, 2025 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and are managing their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. The court has not appointed a trustee, and no official committee has been established.

6. Contemporaneously with the filing of this Motion, the Debtors have filed with the Court a motion requesting joint administration of the Chapter 11 Cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

### **VERITA’S QUALIFICATIONS**

7. Verita is one of the country’s leading chapter 11 administrators, with expertise in noticing, balloting, and claims processing. Verita has substantial experience and has provided services substantially similar to the Services (as hereinafter defined) to other chapter 11 debtors in Texas and other jurisdictions. *See, e.g., In re Eiger BioPharmaceuticals, Inc., et al.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024); *In re Northwest Senior Housing Corporation, et*

*al.*, Case No. 22-30659 (MVL) (Bankr. N.D. Tex. Apr. 20, 2022) [Docket No. 110]; *In re Highland Capital Management, L.P.*, Case No. 19-34054 (Bankr. N.D. Tex. Dec. 4, 2019) [Docket No. 142]; *In Halcón Resources Corporation, et al.*, Case No. 19-34446 (Bankr. S.D. Tex. Aug. 7, 2019) [Docket No. 30]; *In re A'GACI, L.L.C.*, Case No. 18-50049 (Bankr. W.D. Tex. Jan. 11, 2018) [Docket No. 54]; *In re Endeavor Operating Corp., et al.*, Case No. 14-12308 (Bankr. D. Del. Nov. 6, 2016) [Docket No. 62]; *In re TPP Acquisition, Inc.*, Case No. 16-33437 (Bankr. N.D. Tex. Sept. 9, 2016); *In re CHC Group Ltd*, Case No. 16-31854 (N.D. Tex. May 7, 2016); *In re Paragon Offshore plc, et al.*, Case No. 16-10386 (Bankr. D. Del. Apr. 5, 2016) [Docket No. 226]; *In re BPZ Resources, Inc.*, Case No. 15-60016 (Bankr. S.D. Tex. Mar. 26, 2015) [Docket No. 87]; *In re ATP Oil & Gas Corp., et al.*, Case No. 12-36187 (Bankr. S.D. Tex. Aug. 21, 2012) [Docket No. 134]; *In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) [Docket No. 106]; *In re Seahawk Drilling, Inc., et al.*, Case No. 11-20089 (Bankr. S.D. Tex. Feb. 14, 2011) [Docket No. 26]; *In re Idearc Inc., et al.*, Case No. 09-31828 (Bankr. N.D. Tex. Apr. 10, 2009) [Docket No. 13]; and *In re Pilgrim's Pride Corp., et al.*, Case No. 08-45664 (Bankr. N.D. Tex. Dec. 31, 2008) [Docket No. 54].

8. Under the Services Agreement, Verita will perform the following services (collectively, the “**Services**”), as the Claims and Noticing Agent, at the request of the Debtors or the Clerk of the Bankruptcy Court (the “**Clerk**”):

- (a) assist the Debtors with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including: (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a); (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Debtors' assets; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and

- (vii) all other notices, orders, pleadings, publications and other documents as the Debtors, Court, or Clerk may deem necessary or appropriate for an orderly administration of the chapter 11 cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
  - (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;
  - (d) to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
  - (e) maintain a post office box or address for receiving claims and returned mail, and process all mail received;
  - (f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service no more frequently than every seven (7) days that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
  - (g) receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
  - (h) provide an electronic interface for filing proofs of claim;
  - (i) maintain the official claims register for the Debtors (the "**Claims Register**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv)

address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vii) the Debtor; and (viii) any disposition of the claim;

- (j) provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) implement reasonable security measures designed to ensure the completeness and integrity of the Claims Register and the safekeeping of any proofs of claim;
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita not less than weekly;
- (n) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (o) assist in the dissemination of information to the public and respond to requests for administrative information regarding the chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (p) provide docket updates via email to parties who subscribe for such service on the Debtors' case website;
- (q) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the Services rendered pursuant to the Services Agreement;
- (r) if the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk within 3 days of notice to Verita of entry of the order converting the chapter 11 cases;
- (s) thirty (30) days prior to the close of the chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Verita as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the chapter 11 cases;
- (t) within seven (7) days of notice to Verita of entry of an order closing the chapter 11 cases, provide to the Court the final version of the Claims

Register as of the date immediately before the close of the chapter 11 cases;

- (u) at the close of the chapter 11 cases: (i) box and transport all original documents, in proper format, as provided by the Clerk, to any location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;
- (v) assist the Debtors with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;
- (w) if requested, assist with the preparation of the Debtors' Schedules and gather data in conjunction therewith;
- (x) provide a confidential data room, if requested;
- (y) coordinate publication of certain notices in periodicals and other media;
- (z) manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (aa) provide such other claims, noticing, processing, solicitation, balloting, and other administrative services described in the Services Agreement, that may be requested from time to time by the Debtors, the Court, or the Clerk.

### **PROFESSIONAL COMPENSATION**

9. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the above Services be treated as administrative expenses of the Debtors' chapter 11 estate pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court.

10. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel

for any official committee monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

11. Prior to the Petition Date, the Debtors provided Verita an advance in the amount of \$30,000. Verita seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend Verita and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting from Verita's gross negligence, willful misconduct, or as otherwise provided in the Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in the chapter 11 cases.

#### **VERITA'S DISINTERESTEDNESS**

13. Verita has reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed.

14. To the best of the Debtors' knowledge, Verita is a "disinterested person" as that



term is defined under Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), as Verita represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the chapter 11 cases;
- (c) By accepting employment in the chapter 11 cases, Verita waives any rights to receive compensation from the United States government in connection with the chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in the chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the chapter 11 cases;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in the chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Verita as Claims and Noticing Agent in the chapter 11 cases shall be at the expense of the Clerk’s office.

15. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

16. To the extent that there is any inconsistency between this Application, the Order, and the Services Agreement, the Order shall govern.

**BASIS FOR RELIEF REQUESTED**

17. The Court is authorized to use facilities other than those of the Clerk for the administration of the chapter 11 cases provided the Debtors' estates pay the costs of such services pursuant to 26 U.S.C. § 156(c), which provides in pertinent part as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

26 U.S.C. § 156(c). Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Accordingly, the Court is empowered to utilize outside agents and facilities for noticing and claims purposes, provided the Debtors' estates pay the cost of such services.

18. Additionally, the Debtors submit that the retention of Verita under the terms described herein is appropriate under section 327(a) of the Bankruptcy Code, which allows the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." Here, as discussed above, Verita does not hold an interest adverse to the estate.

19. Prior to the selection of Verita, the Debtors reviewed and compared Verita's

engagement proposal with engagement proposals from other claims and noticing agents to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given its quality of services and expertise.

20. The Debtors submit that the appointment of Verita as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and creditors because the Debtors will be relieved of the burdens associated with the Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts.

21. Courts in this district have approved similar relief in other chapter 11 cases. *See, e.g., In re Hooters of America, Inc., et al.*, Case No. 25-80078 (Bankr. N.D. Tex. Apr. 3, 2025) [Docket No. 108]; *In re Stoli Group (USA), Inc.*, Case No. 24-80146 (Bankr. N.D. Tex. Dec. 3, 2024) [Docket No. 43]; *In re Impel Pharmaceuticals Inc., et al.*, Case No. 23-80016 (Bankr. N.D. Tex. Dec. 20, 2023) [Docket No. 45]; *In re Ebix, Inc., et al.*, Case No. 23-80004 (Bankr. N.D. Tex. Dec. 19, 2023) [Docket No. 52]; *In re Tuesday Morning Corp.*, Case No. 23-90001 (Bankr. N.D. Tex. Feb. 25, 2023) [Docket No. 258]; *In re Leading Life Senior Living, Inc.*, Case No. 22-42784 (Bankr. N.D. Tex. Nov. 23, 2022) [Docket No. 35]; *In re Tuesday Morning Corp.*, Case No. 20-31476 (Bankr. N.D. Tex. May 29, 2020) [Docket No. 100]; *In re PHI, Inc.*, Case No. 19-30923 (Bankr. N.D. Tex. Mar. 21, 2019) [Docket No. 85].

**RELIEF AS OF THE PETITION DATE IS APPROPRIATE**

22. In accordance with the Debtors' request, Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with the assurance that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Verita can be compensated for services rendered on and after the Petition Date, including prior to the Court's

approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, as proposed in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates during the interim period. Additionally, such relief is permitted under paragraph 8(i) of the Complex Case Procedures pursuant to the General Order 2023-01. Accordingly, the Debtors respectfully request entry of the Order authorizing the Debtors to employ and retain Verita as Claims and Noticing Agent, effective as of the Petition Date.

### **NOTICE**

23. The Debtors will provide notice of this Application to (a) the Office of the United States Trustee for the Northern District of Texas; (b) the United States Attorney's Officer for the Northern District of Texas; (c) the state attorney generals for all states in which the Debtors conduct or have recently conducted business; (d) the Internal Revenue Service, (e) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (f) Cozen O'Connor, as counsel to the Senior DIP Lender and Plan Sponsor; (g) Kane Russell Coleman Logan PC, as counsel to the Junior DIP Lender; and (h) all parties in interest who have formally appeared and requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Application is required.

24. The pleadings in these Chapter 11 Cases and supporting papers are available on the Debtors' website at [www.veritaglobal.net/HigherGround](http://www.veritaglobal.net/HigherGround) or on the Bankruptcy Court's website at <https://ecf.txnb.uscourts.gov/>. You can request any pleading you need from (i) the proposed noticing agent at: [HigherGroundInfo@veritaglobal.com](mailto:HigherGroundInfo@veritaglobal.com), (888) 733-1431 (U.S./Canada) (toll-free), +1 (310) 751-2632 (International), or (ii) proposed counsel for the Debtors at: Foley & Lardner LLP, 1144 15<sup>th</sup> Street, Suite 2200, Denver, CO 80202, Attn: Tim Mohan

(tmohan@foley.com), and Foley & Lardner LLP, 1000 Louisiana Street, Suite 2000, Houston, Texas 77002, Attn: Nora McGuffey (nora.mcguiffey@foley.com) and Quynh-Nhu Truong (qtruong@foley.com).

**WHEREFORE**, based on the foregoing, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and granting such other relief as the Court deems appropriate under the circumstances.

DATED: June 18, 2025

Respectfully submitted by:

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**PROPOSED COUNSEL TO DEBTORS  
AND DEBTORS IN POSSESSION**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 18, 2025, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Nora J. McGuffey  
Nora J. McGuffey

**EXHIBIT A**

**PROPOSED ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Higher Ground Education, Inc., *et al.*,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 25-80121-11 (MVL)

(Joint Administration Requested)

**ORDER GRANTING DEBTORS' APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON  
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING  
AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE**

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors' mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.



Upon the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing and Solicitation Agent, Effective as of the Petition Date* (the “**Application**”)<sup>2</sup>; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and all objections, if any, to the Application have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Application is approved as set forth herein.
2. The Debtors are authorized to employ Verita as Claims and Noticing Agent under the terms of the Services Agreement attached to the Application as modified by this Order.
3. Verita is authorized and directed to perform the services as described in the Application, the Services Agreement, and this Order. If a conflict exists, this Order controls.
4. Verita may not sell bankruptcy data obtained through its role as Claims and Noticing Agent to third parties.
5. The Clerk shall provide Verita with Electronic Case Filing (“**ECF**”) credentials

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

that allow Verita to receive ECF notifications, file certificates and/or affidavits of service.

6. Verita is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. Verita shall maintain the official Claim Register(s) in these cases. Verita must make complete copies of all proofs of claim available to the public electronically without charge. Proofs of Claim and all attachments may be redacted only as ordered by the Court.

7. Verita shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

8. Verita shall provide (i) an electronic interface for filing proofs of claim in these cases; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

9. Verita is authorized to take such other actions as are necessary to comply with all duties and provide the services set forth in the Application and Services Agreement.

10. Verita shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing (the “**Notice Parties**”)

11. Verita shall not be required to file fee applications. Upon dispute of Verita’s invoices, the Debtors are authorized to compensate and reimburse Verita for all undisputed amounts in the ordinary course in accordance with the terms of the Services Agreement; provided however, that the Notice Parties shall have a period of ten (10) calendar days to object to the amount of such invoice prior to the Debtors’ payment of such amounts or such shorter time as agreed by the Notice Parties. If any dispute arises and cannot be resolved after conferring in good

faith. Verita or the Debtor shall file a short form fee application with respect to the disputed portion of the fees and describe the nature of the dispute. Unless otherwise ordered, the Court shall determine the allowance of the disputed fees as part of the final fee application process, applying a reasonable analysis. All amounts due to Verita will be treated as § 503(b) administrative expenses. Verita may apply its advance in accordance with the Services Agreement and the terms of this Order.

12. Verita may apply its advance to all prepetition invoices, which advance may be replenished to the original advance amount, and thereafter, Verita may hold its advance under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

13. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified and limited by this Order. Notwithstanding the foregoing, Verita may only be indemnified for claims, noticing and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

- a. For matters or services arising before these cases are closed, any matter or service not approved by an order of this Court.
- b. Unauthorized marketing activities or data or privacy breaches.
- c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) Verita's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.
- d. This paragraph does not preclude Verita from seeking an order from this Court requiring the advancement of indemnity, contribution or

reimbursement obligations in accordance with applicable law.

14. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court. In the event Verita is unable to provide the Services set out in this Order and/or the Services Agreement, Verita will immediately notify the Clerk and the Debtors' attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

15. After entry of an order terminating Verita's services, upon the closing of these cases, or for any other reason, Verita shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtors for such archiving services.

16. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. In the event of any inconsistency between the Service Agreement, the Application and the Retention Order, the Retention Order shall govern.

18. During the pendency of these cases the sole venue for resolving disputes under this engagement shall be the United States Bankruptcy Court for the Northern District of Texas.

19. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Verita's services may be altered only on separate motion and further order of this Court.

**### END OF ORDER ###**

Submitted by:

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**FOLEY & LARDNER LLP**  
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Dallas, TX 75201  
Telephone: (214) 999-3000  
Facsimile: (214) 999-4667  
honeil@foley.com

-and-

Timothy C. Mohan (pro hac vice forthcoming)  
**FOLEY & LARDNER LLP**  
1144 15th Street, Ste. 2200  
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Facsimile: (720) 437-2200  
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-and-

Nora J. McGuffey (TX 24121000)  
Quynh-Nhu Truong (TX 24137253)  
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**PROPOSED COUNSEL TO DEBTORS  
AND DEBTORS IN POSSESSION**

**EXHIBIT B**

**SERVICES AGREEMENT**

## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 9th day of May 2025, between Higher Ground Education, Inc. (together with its affiliates and subsidiaries, the "Company"),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Terms and Conditions**

#### **I. SERVICES**

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure"), attached hereto as **Exhibit A**.

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### **II. PRICES, CHARGES AND PAYMENT**

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$30,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



## VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) prior to the Chapter 11 Filing, the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

## VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with

## VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

## VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@veritaglobal.com](mailto:dfoster@veritaglobal.com)

Higher Ground Education, Inc  
1321 Upland Dr., PMB 20442  
Houston, TX 77043  
Attn: Legal Department  
[legalnotices@tohigherground.com](mailto:legalnotices@tohigherground.com)

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

## VERITA AGREEMENT FOR SERVICES

### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

*Evan J. Gershbein*

41878F97BE7747D...

BY: Evan Gershbein

DATE:

13-May-2025 | 1:29:00 PM EDT

TITLE: EVP, Corporate Restructuring Services

Company

Signed by:

*Mitch Michulka*

B1D5D7A8A7D6492...

BY: Mitch Michulka

DATE:

TITLE: Co-Chief Executive Officer

**EXHIBIT C**

**GERSHBEIN DECLARATION**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Higher Ground Education, Inc., *et al.*,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 25-80121-11 (MVL)

(Joint Administration Requested)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS'  
EMERGENCY APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING  
THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON  
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING  
AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Corporate Restructuring at Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), a chapter 11 claims administrative services firm, whose offices are located at 222 N. Pacific Coast Hwy, 3<sup>rd</sup> Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Debtors’ Emergency Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants,*

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal identification number, are: Higher Ground Education Inc. (7265); Guidepost A LLC (8540); Prepared Montessorian LLC (6181); Terra Firma Services LLC (6999); Guidepost Birmingham LLC (2397); Guidepost Bradley Hills LLC (2058); Guidepost Branchburg LLC (0494); Guidepost Carmel LLC (4060); Guidepost FIC B LLC (8609); Guidepost FIC C LLC (1518); Guidepost Goodyear LLC (1363); Guidepost Las Colinas LLC (9767); Guidepost Leawood LLC (3453); Guidepost Muirfield Village LLC (1889); Guidepost Richardson LLC (7111); Guidepost South Riding LLC (2403); Guidepost St Robert LLC (5136); Guidepost The Woodlands LLC (6101); Guidepost Walled Lake LLC (9118); HGE FIC D LLC (6499); HGE FIC E LLC (0056); HGE FIC F LLC (8861); HGE FIC G LLC (5500); HGE FIC H LLC (8817); HGE FIC I LLC (1138); HGE FIC K LLC (8558); HGE FIC L LLC (2052); HGE FIC M LLC (8912); HGE FIC N LLC (6774); HGE FIC O LLC (4678); HGE FIC P LLC (1477); HGE FIC Q LLC (3122); HGE FIC R LLC (9661); LePort Emeryville LLC (7324); AltSchool II LLC (0403). The Debtors’ mailing address is 1321 Upland Dr. PMB 20442, Houston, Texas 77043.

*LLC dba Verita Global as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date (the “Application”).*<sup>2</sup>

### **Qualifications**

3. Verita is one of the country’s leading chapter 11 administrators, with expertise in noticing, balloting, and claims processing. Verita has substantial experience and has provided services substantially similar to the Claims, Noticing, and Balloting Services (as hereinafter defined) to other chapter 11 debtors in Texas and other jurisdictions. *See, e.g., In re Eiger BioPharmaceuticals, Inc., et al.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024); *In re Northwest Senior Housing Corporation, et al.*, Case No. 22-30659 (MVL) (Bankr. N.D. Tex. Apr. 20, 2022) [Docket No. 110]; *In re Highland Capital Management, L.P.*, Case No. 19-34054 (Bankr. N.D. Tex. Dec. 4, 2019) [Docket No. 142]; *In Halcón Resources Corporation, et al.*, Case No. 19-34446 (Bankr. S.D. Tex. Aug. 7, 2019) [Docket No. 30]; *In re A’GACI, L.L.C.*, Case No. 18-50049 (Bankr. W.D. Tex. Jan. 11, 2018) [Docket No. 54]; *In re Endeavor Operating Corp., et al.*, Case No. 14-12308 (Bankr. D. Del. Nov. 6, 2016) [Docket No. 62]; *In re TPP Acquisition, Inc.*, Case No. 16-33437 (Bankr. N.D. Tex. Sept. 9, 2016); *In re CHC Group Ltd*, Case No. 16-31854 (N.D. Tex. May 7, 2016); *In re Paragon Offshore plc, et al.*, Case No. 16-10386 (Bankr. D. Del. Apr. 5, 2016) [Docket No. 226]; *In re BPZ Resources, Inc.*, Case No. 15-60016 (Bankr. S.D. Tex. Mar. 26, 2015) [Docket No. 87]; *In re ATP Oil & Gas Corp., et al.*, Case No. 12-36187 (Bankr. S.D. Tex. Aug. 21, 2012) [Docket No. 134]; *In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) [Docket No. 106]; *In re Seahawk Drilling, Inc., et al.*, Case No. 11-20089 (Bankr. S.D. Tex. Feb. 14, 2011) [Docket No. 26]; *In re Idearc Inc., et al.*, Case No. 09-31828 (Bankr. N.D. Tex. Apr. 10, 2009) [Docket No. 13]; and *In re Pilgrim’s*

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<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Application.



*Pride Corp., et al.*, Case No. 08-45664 (Bankr. N.D. Tex. Dec. 31, 2008) [Docket No. 54].

**Services to be Rendered**

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Verita will perform the noticing and claims-related services and any related administrative, technical, and support services as specified in the Application and the Services Agreement, at the request of the Debtors or the Clerk. In performing such services, Verita will charge the Debtors the rates set forth in the Services Agreement, which is attached as **Exhibit B** to the Application.

5. Verita represents, among other things, the following:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the chapter 11 cases;
- (c) By accepting employment in the chapter 11 cases, Verita waives any rights to receive compensation from the United States government in connection with the chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in the chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the chapter 11 cases;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in the chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

- (j) None of the services provided by Verita as Claims and Noticing Agent in the chapter 11 cases shall be at the expense of the Clerk's office.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in the chapter 11 cases, attached hereto as **Schedule 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, lenders, the Debtors' largest unsecured creditors, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any connection that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its personnel, has any materially adverse connection to the Debtors, the Debtors' creditors, or other relevant parties with respect to any matter for which Verita will be employed. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor. However, to the best of my knowledge, such relationships are materially unrelated to the chapter 11 cases.

8. Verita has and will continue to represent clients in matters unrelated to the chapter 11 cases. In addition, in matters unrelated to the chapter 11 cases, Verita and its personnel have and will continue to have relationships personally or in the ordinary course of business with

certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in the chapter 11 cases, which services do not directly relate to, or have any direct connection with, the chapter 11 cases or the Debtors.

9. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“**GCP**”) indirectly acquired a controlling equity interest in Verita (the “**Acquisition**”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“**JPMIM**”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “**Board**”) of Verita’s ultimate parent company, KCC Parent LLC dba Verita Parent (“**Parent**”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

10. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

11. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly

file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

12. Based on the foregoing, I believe that Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Verita is to be employed.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: June 18, 2025

/s/ Evan Gershbein

Evan Gershbein  
Executive Vice President, Corporate Restructuring  
Kurtzman Carson Consultants, LLC dba Verita  
Global  
222 N. Pacific Coast Hwy, 3<sup>rd</sup> Floor  
El Segundo, CA 90245

**SCHEDULE 1**  
**Potential Parties in Interest List**

**Debtors/Affiliates**

Higher Ground Education, Inc.  
AltSchool II, LLC  
HGE FIC R LLC  
Guidepost A LLC  
Guidepost Birmingham LLC  
Guidepost Bradley Hills LLC  
Guidepost Branchburg LLC  
Guidepost Carmel LLC  
Guidepost FIC B LLC  
Guidepost FIC C LLC  
Guidepost Goodyear LLC  
Guidepost Las Colinas LLC  
Guidepost Leawood LLC  
Guidepost Muirfield Village LLC  
Guidepost Richardson LLC  
Guidepost South Riding LLC  
Guidepost St. Robert LLC  
Guidepost The Woodlands LLC  
Guidepost Walled Lake LLC  
HGE FIC D LLC  
HGE FIC E LLC  
HGE FIC F LLC  
HGE FIC G LLC  
HGE FIC H LLC  
HGE FIC I LLC  
HGE FIC K LLC  
HGE FIC L LLC  
HGE FIC M LLC  
HGE FIC N LLC  
HGE FIC O LLC  
HGE FIC P LLC  
HGE FIC Q LLC  
LePort Emeryville LLC  
Prepared Montessorian LLC  
Terra Firma Services LLC  
Academy of Thought & Industry (a/k/a)  
Guidepost Montessori (a/k/a)  
HGE FIC J LLC (Non-Debtor Affiliate)

**Current and Former Directors & Officers**

Guy Barnett  
Jonathan McCarthy  
Marc Kirshbaum  
Mitch Michulka  
Maris Mendes  
Girn, Ramandeep (Ray) (Former CEO)  
Zhengyu Huang (Former Director)  
Greg Mauro (Former Director)  
Robert J. Hutter (Former Director)  
Matthew S. Bateman (Former Director)  
Jack Chorowsky (Former Director)  
Keith Schacht (Former Director)  
Mark Evans (Former Director)  
Girn, Rebecca (Former General Counsel)

**Significant Shareholders**

Learn Capital  
Venn Growth Partners Management Ltd.  
Girn, Ramandeep (Ray)

**EB-5 Investors**

Linna Xu  
Xing Furong  
Ling Zhao  
Jingyne Zhang  
Li Xiaosha  
Yue Li  
Song Qian  
Zhao Zhiqiu  
Yan Junqing  
Bian JingJing  
Li Yonghua  
Xiao Ding  
Qinqin Zheng  
Fei Fei Shen  
Chen Xi  
Diao Yingying  
Xin Yaling  
Wang Shuai  
Tang Yanping  
Liu Xiaodong  
Jiang Haitang

Hu Shuyuan  
Wang Yizhe  
Quan Shan Shan  
Gu Yue  
Guo Jiaxuan  
Xiaokun Xu  
Ren Lou  
Zan Jin  
Lin Zi Chen  
Mi Renzhi  
Shi Wenyu  
Xia Zhengfei  
Gao Hongbing  
Wu Yueqing  
Wang Jialin  
Jiang Hexin  
Anil Kumar Gottepu  
Amit Rindhe  
Hessel Fokke Kamminga  
Dixit Kishorkumar Vora  
Konstantinos Koutoumanos  
Deep Yogendrakumar Patel  
Tim Lozynyc  
Rahul Sharma  
Syed Mohammed Hussain  
Duc Viet Nguyen  
Bernhard Würfler  
Umesh Balani  
Lokesh Kumar Damodaran  
Sachin Ahuja  
Darshit Dhanani  
Nageswara Rao Mannem  
Kaushik Saurabh  
Megha Agrawal  
Seema Chawan  
Thuy Thi Thu Nguyen  
Pramod Ramarao  
Galina Goian  
Marcelo Klein  
Karan Bajjal  
Sonia Gupta

Philip O'Neill  
Linh Thi Truc Le  
Carolina Franco  
Ashwaray Chaba  
Meghna Rangan  
Jatin Dalal  
Yaroslav Sadulin  
Perna Ganjoo  
Usha Rani Kodali  
Aprameya Ambalae  
Fatima Khatun  
Bhanu Sharma  
Khe Gym Kim  
Hieu Trung Pham  
Anuradha Medavarapu  
Nadima S. Khandker  
Mallika Ajay Sarupria  
Tola O Kehinde  
Zihui Tian  
Sasikiran Dadi  
Teja Rasamsetti  
Zurab Tsnobiladze  
Amrita Parekh  
Swee Hoon Tan (Christine)  
Fabio Muniz  
Oveis Kassaeian  
Phan Ngoc Quynh  
Kulwinder Singh  
Roman ROPOHL  
Sri Krishna Chaitanya ANNE  
Mithilesh Kailashbhai PATEL  
Udupi Supreeth Kumar Kini  
Rosemeire Aparecida CAPELATE DE  
OLIVEIRA

**Secured Creditors**

Cosmic Education Group  
Yu Capital LLC  
Venture Lending & Leasing IX, Inc.  
Learn Capital Special Opportunities Fund  
XXXVII LLC

WTI Fund X, Inc.  
YUHGE A, LLC  
YuFIC B LLC  
NRTC Equity Partners LP  
YuATI LLC  
Learn Capital Venture Partners III, L.P.  
Learn Capital Venture Partners IV, L.P.  
Learn Capital Special Opportunities XVIII,  
L.P.  
Learn Capital Fund V Growth L.P.  
Venn Growth Partners HGE LP  
Venn Growth GP Limited  
Heal Partners Australia Fund I LP  
Heal Partners International Fund 1 LP  
2HR Learning Inc.  
Nimble Ventures, LLC  
Branch Hill Capital LLC  
Learn Capital IV Special Opportunities XI,  
LLC  
Cathy Lim (Secured Creditor to specific  
property in Frisco, TX for HGE FIC E and  
HGE)

**Bank**

Wells Fargo

**Collateral Agent**

Learn Capital Venture Partners IV, L.P.

**Landlords**

Hayjack, LLC  
3005 GPH, LLC  
Fairfax Virginia Post 777, American Legion  
Inc.  
Fort Gate Properties, LLC  
Intertex Plum Canyon, LLC  
NVS Properties 25, LLC  
NVS Properties 32, LLC  
Quattro Menomonee, LLC  
San Ramon Guidepost LLC  
School of Practical Philosophy  
Trip3 LLC

1140 W Campbell Road LLC  
3741 Buchanan Street Associates, LLC  
45 Province LLC  
555 Bryant Partners, LLC  
Federal Way School LLC  
Fortis B LLC  
GW Logan Square LLC  
NVS Properties 28, LLC  
Upper Gwynedd Equities LLC  
Vorbeck Family Limited Partnership  
2515 N Wauwatosa LLC  
3501 W Segerstrom, LLC  
650 Pleasant Street Ellisville, LLC  
BRR Enterprises, Inc.  
CASA Timber Ridge, LLC  
Greenwood Village Education, LLC  
Lock Away Wurzbach Parkway, LLC  
McKinney TX Associates, LLC  
Pure Tempe Partnership  
Red Arrow Investments, LLC  
624 W Church, LLC  
Atkinson Real Estate Legacy Partnership, L.P.  
Carl R. Freund, Trustee of the Irrevocable Trust  
Agreement  
Harvest Guidepost Katy LLC  
Longmont GM LLC  
MEC The Overlook, LLC  
NVS Properties 19, LLC  
Queen Gardens Realty LLC  
Contact Bright Horizons Children's Centers  
LLC  
V Lions Farming, LLC  
2376 East Paris LLC  
7108 Bradley LLC  
ARK Darnestown Properties LLC  
Blimp Base Interests, Inc.  
Daycare Properties, LLC  
Harveston-SAB South LLC  
Imagine Music, Inc.  
NVS Properties 18, LLC  
NVS Properties 26, LLC



NVS Properties IX LLC  
1282 3rd Street, LLC  
Beaverton 12650 LLC  
Burke School LLC  
Crest Properties LLC  
Davis Estates Ltd.  
Hicks Revocable Marital Trust DTD 5/11/07  
J.K. Lamb, LLC  
JD Properties Vancouver, LLC  
Labonnevie Ventures, LLC  
MAB Real Estate, LLC  
NVS Properties XI LLC  
Serinity Herndon, LLC  
The Janet Fargo Exemption Trust  
4150 Laclede LLC  
Allan, Finney & Lyle, LLC  
AR of the Lucchesi Family Trust dated  
November 8, 2007  
DC Newton Wells, LLC  
Kim, Cathy Eunjoo  
NVS Properties 30, LLC  
Onni Grand Limited Partnership  
Riverside Palm Court LLC  
Southwood Realty LLC  
The Paul Family Trust DTD 6/19/97  
777 Levy Road, LLC  
Fortis I LLC  
G2MKLN, LLC  
LCC 7220 Independence Pkwy LLC  
LHC 7220 Independence Pkwy LLC  
LLI Enterprises, LLC  
NVS Properties III LLC  
Waxpool Daycare LLC  
WRI Gateway Alexandria, LLC  
101 Ringgold Road LLC  
34 Madison GP Inc.  
479 Clinton Avenue Corp.  
CM Rentals LLC  
Hanoy Georgia, LLC  
Lloyd Wells Gift Trust  
NVS Properties 14, LLC

NVS Properties 17, LLC  
Onni Atrium Development LP  
Toby Wells Foundation  
2230 - 2402 Hollywood LLC  
Chicago 1000 Washington LLC  
Deerfield 1085 LLC  
Levy Road JLFT LLC  
Naples School LLC  
NVS Properties 16, LLC  
NVS Properties 21, LLC  
NVS Properties VIII, LLC  
Prosperity Road LLC  
RTS Orchards LLC  
Wells Holmes, Adrienne  
109 Natches Trace LLC  
1832 Litchfield LLC  
650 Pleasant St, 19 Forest LLC  
Emerson High Investors, LLC  
La Senda 77 LLC  
RLS Edison Park, LLC  
Three Fountains, LLC  
Triforce Management LLC  
WG Huntersville LLC  
214 E Hallandale Beach LLC  
84 Mantague Realty, LLC  
9930 Valley Ranch Pkwy LLC  
B&P Realty and Management LLC  
Campus 130 Partners, LLC  
Church Road, Limited  
Falcone Company LP  
Fortec Group LLC  
Lenlo Realty LLC  
Severna Park Children's Centre, Inc.  
SS Peoria Arizona, LLC  
Guidepost Emeryville LLC  
1710 Woodmont Blvd LLC  
Crazy Beagle, LLC  
DV 20 AC Limited Liability Partnership  
Figueres Partners, LLC  
Gregcoh LLC  
Intertex SCIP Higher Ground, LLC

Nestar, LLC  
NVS Properties V, LLC  
Quattro San Rafael LLC  
2660 Pfingsten Property LLC  
775 Columbus LLC  
Bright Horizons Chirdren's Centers LLC  
CQFT, LLC  
Fortis A LLC  
Guidepost Daycare OKC, LLC  
NVS Properties 35, LLC  
Orchard Clark LLC  
West Palm Beach Education LLC  
AVA Investments LLC  
Florida Net Lease 72 MT, LLC  
HGIT 302 Colonades Way LLC  
Jaber J. Khuri Irrevocable Trust  
Paul J. Khuri Irrecovable Trust  
Purcellville Building LLC  
Quattro Richmond LLC  
Quattro Wheaton, LLC  
R&P Alpharetta GA LLC  
RV 2301 N Clark St LLC  
Stiefvater Orchards, LP  
Tony J. Khuri Irrevocable Trust  
Zaman, Khalida  
240 Enterprise, LLC  
Bright Horizons Children's Centers LLC  
Cameron Management LLC  
Craig Road Holding, LLC  
La Cresenta Apartments, LLC  
NVS Properties 20, LLC  
NVS Properties 29, LLC  
Quattro Pewaukee, LLC  
Richard Freeman Trust and Micah Freeman  
Trust  
10300 Riverside, LLC c/o Canyon Park  
Capital, LLC  
18265 Highway 49 LLC  
3345 Peachtree Holdings, LLC  
Adrienne M. Wells Castaneda Gift Trust DTD  
12.12.06

Audra Robbins, As Sole Trustee of the Robbins  
Trust Dated 8/31/2018  
Champlin 6251 LLC  
Guidepost Kent, LLC  
LFI Wheaton II LLC  
LFI Wheaton III LLC  
Lloyd H. Wells Gift Trust DTD 11/24/87  
NVS Properties 23, LLC  
Optima Center Chicago II, LLC  
VK Smith Realty LLC  
Bamboo Noles HG Property I, LLC  
Cove Texas Net Lease 63 MT, LLC  
Cove Texas Net Lease 67 MT, LLC  
DC VA Beach Upton LLC  
Downers 925 LLC  
NVS Properties 33, LLC  
Proliants Investments, LLC  
The Robert L. Wells Living Trust  
Vartanian, Araksysa  
Vartanian, Kevork  
Zaman, Syed Noor Zaman

**Largest Unsecured Creditors**

Optimum Contractors, Inc.  
Google LLC  
JKT Construction Inc. dba Corcon  
Holmes, Athey, Cowan, and Mermelstein LLP  
Grant Thorning Advisors LLC

**Litigation Counterparties**

Watkins  
A.W. and D.W.  
Soliman  
Lim  
200 HBB  
Integrated Concrete Construction  
Steven Vicari  
Vicari Motors Inc.  
David Lucchesi  
Orchard Lake Forest LLC  
Carl Barney, as Trustee of the Carl Barney  
Living Trust

Holmes, Athey, Cowan, and Mermelstein LLP

**Benefits Administrators/Providers**

Better Business Planning Administration  
Bamboo HR  
Anthem c/o Personify Health  
MetLife

**Insurance Broker**

Marsh & McLennan Agency LLC

**Insurance Premium Financers**

First Insurance Funding

**Insurance Providers**

Hartford Fire Insurance Company  
RT Specialty  
JEM Underwriting Managers  
Hiscox R5-Lloyd's London  
Berkley Human Services  
Berkley National Insurance Company  
Twin City Fire Insurance Company  
The Hartford  
Evanston Insurance Company  
Allied World Surplus Lines Insurance  
Company  
Coalition Insurance Solutions, Inc.  
ACE American Insurance Company  
Gerber Life Insurance Company  
Philadelphia Indemnity Insurance Company  
Travelers Casualty and Surety Company of  
America

**Medical Plan Provider**

EyeMed

**Owner of Adverse Party**

Xu, Steve

**TSA Counterparties**

Guidepost Global Education, Inc.  
Cosmic Education Americas Limited  
TNC Schools LLC

**Utilities Providers**

AEP Ohio  
AEP - Public Service Company of Oklahoma  
AES Indiana  
Alabama Power  
Alliant Energy/WPL  
Ameren Missouri  
APS  
Atlantic City Electric  
Atmos Energy  
AvalonBay Communities Inc.  
BGE  
Biltmore 16 LLC  
Campus 130 Partners, LLC  
Centerpoint Energy  
CFCAF Silverstream LLC  
Citizens Energy Group  
City of Austin  
City of Georgetown  
City of Longmont  
City of Naperville  
City of Palo Alto  
City of Waukeg  
Cobb EMC  
Columbia Gas of Ohio  
Columbia Gas of Virginia  
ComEd  
ConEdison  
Constellation New Energy-Gas Division LLC  
Consumers Energy  
Core Electric Cooperative formerly IREA  
Electric  
CoServ  
CPS Energy  
Dakota Electric  
Dominion Energy  
DTE Energy  
Duke Energy  
Elizabethtown Gas  
Energy United  
Entergy

Evergy  
Eversource  
FPL  
Georgia Natural Gas  
Georgia Power  
Gexa Energy  
Green Mountain Energy  
JEA  
Jersey Central Power & Light (First Energy)  
Kansas Gas Service  
Madison Gas and Electric  
MidAmerican Energy  
Minnesota Energy Resources  
Nashville Electric Service  
National Grid  
Nicor Gas  
Novec  
NVS Properties VIII LLC  
NW Natural  
OG&E  
Oklahoma Natural Gas  
Onni Grand LP  
Optima Center Chicago II LLC  
Orange & Rockland  
OUC-The Reliable One  
Pacific Power  
Peco  
Pedernales Electric Cooperative, Inc  
People's Gas  
Pepco  
PG&E  
Piedmont Natural Gas  
Portland General Electric  
PSE&G Co  
Puget Sound Energy  
Quattro Development LLC  
RealPage Utility Management  
Reliant Energy  
Sawnee EMC  
SDGE  
SMECO

SMUD  
Snohomish County Public Utility District No. 1  
SoCal Gas  
South Jersey Gas  
Southern California Edison  
Southwest Gas Corp  
Spire  
Strata Apartment Holdings LLC  
Summer Energy LLC  
TECO Peoples Gas  
Texas Gas Service  
TXU Energy  
Virginia Natural Gas  
Washington Gas  
We Energies  
Xcel Energy

**Taxing Authorities**

Delaware Secretary of State  
Franchise Tax Board  
Illinois Department of Revenue  
California Franchise Tax Board  
Ohio Department of Taxation  
Kentucky Department of Revenue  
City of Kansas City, Missouri  
South Carolina Department of Revenue  
Louisiana Department of Revenue  
Texas Comptroller of Public Accounts  
City of New York, New York  
Alabama Department of Revenue  
New York Commissioner of Taxation and Finance  
New Mexico Taxation and Revenue Department  
NYS Department of Taxation & Finance  
Massachusetts Department of Revenue  
Utah State Tax Commission  
State of New Jersey - PART  
Rhode Island Division of Taxation  
Arizona Department of Revenue  
Tennessee Department of Revenue  
Vermont Department of Taxes  
Wisconsin Department of Revenue  
Oregon Department of Revenue

Idaho State Tax Commission  
State of New Hampshire  
State of Connecticut  
Montana Department of Revenue  
North Carolina Department of Revenue  
New York City Department of Finance  
City of Charleston, WV  
City and County of San Francisco, CA  
City of Portland, OR  
Washington State Department of Revenue  
City of Kent, Washington  
Upper Merion Township  
United States Treasury

**ND TX Bankruptcy Judges**

Judge Edward L. Morris  
Judge Mark X. Mullin  
Judge Michelle V. Larson  
Judge Robert L. Jones  
Judge Scott W. Everett  
Judge Stacey G.C. Jernigan

**Office of the U.S. Trustee, Region 6**

Aamer Javed  
Alexandria Hughes  
Asher Bublick  
C. Marie Goodier  
Cheryl H. Wilcoxson  
Elizabeth Young  
Erin Schmidt  
Felicia P. Palos  
Fernando Garnica  
Jason Russell  
Kara Croop  
Kendra M. Rust  
Lisa L. Lambert  
Marc F. Salitore  
Meredyth Kippes  
Nancy S. Resnick  
Rafay Suchedina  
Reinhard Freimuth  
Susan Hersh

**Claims Agent**

Kurzman Carson Consultants, LLC dba Verita  
Global

**Debtors' Professionals**

Foley & Lardner LLP  
Grant Thorning Advisors LLC  
SierraConstellation Partners  
BDO USA, Inc. (Former Professional)