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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:	§	Chapter 11
	§	
Higher Ground Education, Inc., <i>et al.</i> , ¹	§	Case No.: 25-80121-11 (MVL)
	§	
Debtors.	§	(Jointly Administered)

**NOTICE OF FILING OF FURTHER REVISED PROPOSED ORDER APPROVING
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**

PLEASE TAKE NOTICE that on June 18, 2025, Higher Ground Education, Inc. (“HGE”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), filed *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* [Docket No. 6] (the “**Verita Retention Application**”), which attached the proposed *Order Authorizing the Retention and Employment of Kurtzman Carson*

¹ 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.



Consultants, LLC dba Verita Global as Claims, Noticing and Solicitation Agent, Effective as of the Petition Date as Exhibit A (the “Proposed Order”).

PLEASE TAKE FURTHER NOTICE that on June 19, 2025, the Debtors filed a *Notice of Filing of Revised Proposed 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* [Docket No. 32], which attached a Revised Proposed Order as Exhibit A (the “**Revised Proposed Order**”).

PLEASE TAKE FURTHER NOTICE that annexed hereto as Exhibit A is the Debtors’ further revised version of the Revised Proposed Order (the “**Further Revised Proposed Order**”).

PLEASE TAKE FURTHER NOTICE that annexed hereto as Exhibit B is a redline of the Debtors’ Further Revised Proposed Order against the Revised Proposed Order filed at Docket No. 32-1.

PLEASE TAKE FURTHER NOTICE that the form of order annexed hereto may be revised or amended prior to the hearing on the Verita Retention Application.

DATED: June 20, 2025

Respectfully submitted by:

/s/ Holland N. O’Neil

Holland N. O’Neil (TX 14864700)

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CERTIFICATE OF SERVICE

I hereby certify that on June 20, 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

Revised Proposed Order

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

In re:

Higher Ground Education, Inc., *et al.*,¹

Debtor.

Chapter 11

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

(Jointly Administered)

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

¹ 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**”)²; 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 under the circumstances, 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 therefore,

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

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

Noticing Agent to third parties.

5. The Clerk shall provide Verita with Electronic Case Filing (“ECF”) credentials 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 reasonableness 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. Reimbursement of fees and expenses as provided Section II.B of the Services Agreement is also subject to the U.S. Trustee Program's guidance on fees and expenses.

15. Verita may not bill the Debtors for any accrued late charges pursuant to Section II of the Services Agreement unless otherwise ordered by the Court.

16. Section II.F of the Services Agreement shall be modified to include the following: "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, *provided that* the chapter 7 trustee determines to continue to retain Verita."

17. Section VI.B of the Services Agreement is modified to add the following: "If the contract is terminated, Verita shall file a notice of termination with the Court."

18. Section VIII of the Services Agreement is modified as follows:

"At the request of the Company or the Company Parties, Verita shall be authorized to establish accounts with financial institutions in the name of and as Verita for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. Any such account(s) shall be established with a UST-approved depository institution in compliance with section 345 of the Bankruptcy Code. To the extent that such accounts or other financial products are provided to the Company, pursuant to Verita's agreement(s) with financial institutions, Verita may receive fees and other compensation from such institutions."

19. 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.

20. 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.

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

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

23. 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.

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

Exhibit B

Redline of Revised Proposed Order

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

In re:

Higher Ground Education, Inc., *et al.*,¹

Debtor.

Chapter 11

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

(~~Joint Administration Requested~~Jointly
Administered)

**ORDER ~~APPROVING~~AUTHORIZING 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**

¹ 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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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.

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END OF ORDER

Submitted by:

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Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 6/20/2025 3:11:09 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4928-7937-5951/2/HGE - REVISED Verita Retention Order.docx	
Modified DMS: nd://4928-7937-5951/3/HGE - REVISED Verita Retention Order.docx	
Changes:	
<u>Add</u>	10
Delete	10
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	20