



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 11, 2025

United States Bankruptcy Judge

**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)
	§	
Debtor.	§	(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIERRACONSTELLATION PARTNERS, LLC AS FINANCIAL ADVISOR
TO THE DEBTORS, 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 application (the “**Application**”)² of Higher Ground Education, Inc. (“**HGE**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order authorizing the retention and employment of SierraConstellation Partners, LLC (“**SLC**”) as financial advisor to the Debtors effective as of the Petition Date, pursuant to sections 327(a), 328, and 330 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal 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**”) and pursuant to the terms and conditions set forth in the Engagement Letter; and the Court having reviewed the Application and the Moore Declaration; and the Court having jurisdiction to consider the Application pursuant to 28 U.S.C. § 1334; and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this district being proper pursuant to 18 U.S.C. §§ 1408 and 1409; and the Court having found, based on the representations made in the Application and the Moore Declaration, that (a) SCP does not hold or represent an interest adverse to the Debtors’ estates and (b) SCP is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and it appearing that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and adequate and appropriate notice of the Application having been given and no other or further notice being required; and the Court having found that the requirements of the Local Rules are satisfied by the contents of the Application; and after due deliberation and sufficient cause appearing therefor, it is it is **HEREBY ORDERED THAT:**

1. The Application is approved as set forth herein.

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

2. The Debtors are authorized, pursuant to sections 327(a), 328(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, to retain and employ SCP as their financial advisor, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter as modified by this Order.

3. The terms of the Engagement Letter are reasonable terms and conditions of employment and are approved, as modified by this Order.

4. Notwithstanding anything to the contrary in the application, the Engagement Letter or any other document submitted with the Application, (a) SCP shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code, and in accordance with the Bankruptcy Rules, the Local Rules, the guidelines established by the Office of the U.S. Trustee, and any applicable orders of the Court; and (b) the fees payable to SCP, and its requests for reimbursements, shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code, subject to Paragraph 6 of this Order.

5. SCP shall file monthly, interim and final fee applications for allowance of compensation for services rendered and reimbursement of its expenses with respect to services rendered in these Chapter 11 Cases with the Court. SCP's fee applications shall be prepared in accordance with the applicable procedures of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. Notwithstanding anything to the contrary in this Order, the Application, the Engagement Letter or any other document submitted with the

Application, SCP shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-1, including all information and time keeping requirements of those rules.

6. Notwithstanding anything to the contrary contained herein, the Court and the U.S. Trustee retain all rights with respect to SCP's applications for compensation and reimbursement of out-of-pocket expenses based on the reasonableness standard in sections 330 and 331 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of SCP's fees under the standards in sections 330 and 331 of the Bankruptcy Code or the Court's ability to consider such challenge. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of SCP's fees.

7. SCP is entitled to the reimbursement of actual and necessary expenses; *provided* that the reimbursement of those fees and expenses, as provided in the paragraph 5 of the Engagement Letter, is also subject to the U.S. Trustee Program's guidance on fees and expenses.

8. No agreement or understanding exists between SCP and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these Chapter 11 Cases, nor shall SCP share or agree to share compensation received for services rendered in connection with these Chapter 11 Cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

9. The Indemnification Provisions set forth in the Engagement Letter are approved to the extent permissible under Fifth Circuit law, subject during the pendency of these Chapter 11 Cases to the following:

- a. SCP shall not be entitled to indemnification or reimbursement of expenses pursuant to the Engagement Letter unless such indemnification or reimbursement of expenses is approved by the Court;
- b. notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify or provide reimbursement of expenses to SCP for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from SCP's gross negligence, willful misconduct or bad faith, (ii) for a contractual dispute in which the Debtors allege the breach of SCP's contractual obligations, unless the Court determines that indemnification, contribution or reimbursement of expenses would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to SCP's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which SCP should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 Cases, SCP believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, SCP must file an application therefor in this Court, and the Debtors may not pay any such amounts to SCP before the entry of an order by this Court approving any such payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request by SCP for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, SCP. All parties in interest shall retain the right to object to any demand by SCP for indemnification, contribution and/or reimbursement.

10. Notwithstanding anything to the contrary in the Application, the Engagement Letter or the Moore Declaration, during the course of these Chapter 11 Cases, any provision in the Engagement Letter to the effect that the Engagement Letter does not create a fiduciary relationship between SCP and the Debtors shall have no force or effect.

11. Any provision in the Engagement Letter whereby the Debtors waive any conflicts of interest that SCP has or may have shall have no force or effect during the course of these Chapter 11 Cases.

12. Notwithstanding anything to the contrary in the Application, the Moore Declaration, the terms of the Engagement Letter, or this Order, SCP shall not seek reimbursement of any fees or costs of its counsel arising from the prosecution or defense of any of SCP's fee applications in these Chapter 11 Cases, except as and to the extent otherwise permitted under applicable law and the decisions of this Court.

13. If the Engagement Letter is terminated during the Chapter 11 Cases, SCP or the Debtors shall file a notice of termination with the Court.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. To the extent there is any inconsistency between the terms of the Application, the Engagement Letter, and the express terms of this Order, the express terms of this Order shall govern.

16. The Debtors and SCP are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

###END OF ORDER###

Submitted by:

/s/ Holland N. O'Neil

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