



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

ENTERED

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.

A handwritten signature in cursive script, reading "Michelle V. Larson".

Signed September 3, 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)
	§	
Debtors.	§	(Jointly Administered)

**ORDER (I) AUTHORIZING THE RETENTION
AND COMPENSATION OF CERTAIN PROFESSIONALS UTILIZED IN THE
ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

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 motion (the “**Motion**”)² of filed by Higher Ground Education, Inc. (“**HGE**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”), (a) authorizing, but not directing, the Debtors to retain and compensate certain professionals utilized in the ordinary course of business (each, an “**OCP**,” collectively, the “**OCPs**”) identified on the list attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtors from time to time in accordance with this Order) pursuant to the OCP Compensation Procedures and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion, and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Debtors are authorized to retain and compensate the OCPs identified on the OCP List attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtors from time to time in accordance with this Order), in the ordinary course of business, and effective as of

² Capitalized terms not defined herein shall have the meaning ascribed in the Motion.

their retention date, in accordance with the following compensation procedures (collectively, the “**OCP Compensation Procedures**”):

- a. Each OCP identified on the OCP List shall file with the Court a declaration of disinterestedness (each a “**Declaration of Disinterestedness**”), substantially in the form attached hereto as **Exhibit 2**, within 30 days after the later of (i) the date of entry of this Order, (ii) the date on which such OCP commences services for the Debtors, and (iii) the date on which such OCP is added to the OCP List.
- b. Each OCP shall serve the Declaration of Disinterestedness upon (each a “**Notice Party**,” and collectively, the “**Notice Parties**”): (i) counsel to the Debtors, Foley & Lardner LLP, Attn: Holland N. O’Neil (honeil@foley.com), Timothy C. Mohan (tmohan@foley.com), Nora McGuffey (nora.mcguffey@foley.com) and Quynh-Nhu Truong (qtruong@foley.com); (ii) counsel to YYYYY, LLC and 2HR Learning, Inc., Cozen O’Connor, Attn: Trevor Hoffman (thoffmann@cozen.com) and David Kirchblum (dkirchblum@cozen.com); (iii) counsel to Guidepost Global Education, Inc., Kane Russell Coleman Logan PC, Attn: Jason Binford (jbinford@krcel.com); (iv) proposed counsel to the Committee, Gray Reed, Attn: Aaron Kaufman (akaufman@grayreed.com), Lydia Webb (lwebb@grayreed.com), Jason Brookner (jbrookner@grayreed.com), Amber Carson (acarson@grayreed.com), and Emily Shanks (eshanks@grayreed.com); and (v) the Office of the U.S. Trustee for the Northern District of Texas, Attn: Meredyth A. Kippes (meredyth.kippes@usdoj.gov).
- c. The Notice Parties and any other party in interest shall have 14 days after the service of each Declaration of Disinterestedness to object to the retention of such OCP (the “**Objection Deadline**”). The objecting party shall serve any such objection upon the Notice Parties and the respective OCP on or before the Objection Deadline. If any such objection cannot be resolved within 14 days of its receipt, the matter shall be scheduled for hearing before this Court on a date mutually agreeable to the objecting party and the relevant OCP.
- d. If no objection is received by the Objection Deadline with respect to any particular OCP, then retention of any such OCP shall be deemed approved by this Court without hearing or further order. The Debtors shall be authorized to retain any such OCP as of the date such OCP commenced providing services to the Debtors and pay such OCP as set forth below.
- e. The Debtors reserve the right to modify the OCP List as necessary to add or remove OCPs, from time to time, in their sole discretion. In the event an OCP is added to the OCP List, the Debtors shall file a notice with this Court listing the additional OCP(s) that the Debtors intend to employ, along with the additional OCP’s Declaration of Disinterestedness (each, an “**OCP Notice**”) and will serve each OCP Notice on the Notice Parties. The Notice Parties and any other parties in interest shall have 14 days following the date of service of an OCP Notice to file and serve

to the Notice Parties and the respective additional OCP an objection to the retention of such OCP.

- f. The Debtors shall be authorized to pay, without formal application to this Court by any OCP, 100% of the fees and reimbursable expenses to each of the OCPs retained pursuant to these procedures upon each OCP's submission to the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses incurred after the Petition Date; provided that while these Chapter 11 Cases are pending, the aggregate fees of the OCPs set forth on **Exhibit 1** attached hereto, excluding reasonable and necessary costs and reimbursable expenses, may not exceed \$75,000 per month on average over a rolling three-month period (the "**OCP Monthly Cap**"), except as otherwise provided herein or ordered by the Court; provided that if any OCP's aggregate fees incurred during these Chapter 11 Cases, excluding costs and reimbursable expenses, exceeds \$75,000 (the "**OCP Case Cap**"), such OCP shall seek final approval of such fees with the Bankruptcy Court pursuant to section 330 of the Bankruptcy Code and Bankruptcy Rule 2016.
 - g. To the extent the OCPs seek compensation in excess of the applicable OCP Monthly Cap (the "**Excess OCP Fees**"), the Debtors shall: (i) file with this Court a notice of fees in excess of the OCP Monthly Cap (the "**Notice of Excess OCP Fees**") and invoices setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred by the OCPs for the relevant month; and (ii) serve the Notice of Excess OCP Fees on the Notice Parties. Interested parties shall then have 14 days to file an objection to the Notice of Excess OCP Fees with this Court. If, after 14 days, no objection is filed, the Excess OCP Fees shall be deemed approved, and the OCPs may be paid 100% of their fees and expenses without filing a fee application or further order of this Court.
 - h. Beginning on the quarter ending September 30, 2025, and for each quarter thereafter during which these Chapter 11 Cases are pending, the Debtors shall, within 30 days following quarter end, file with the Court and serve on the Notice Parties a statement with respect to each OCP paid during the immediately preceding quarterly period (the "**Quarterly Statement**"). The Quarterly Statement shall include (i) the name of the OCP, (ii) the aggregate amount paid as compensation for services rendered and reimbursement of expenses incurred by that OCP during the reported quarter, and (iii) a general description of the services rendered by the OCP.
2. To the extent that any agreement between the Debtors and an OCP provides for the indemnification by the Debtors of an OCP in connection with the services that are the subject of the Motion (each such agreement, an "**OCP Agreement**"), such indemnification provisions are

approved subject to the following modifications, applicable during the pendency of these

Chapter 11 Cases:

- a. The OCPs shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.
 - b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the OCPs, or provide contribution or reimbursement to the OCPs, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from an OCP's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of an OCP's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which an OCP should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.
 - 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), or (ii) the entry of an order closing these Chapter 11 Cases, an OCP 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 OCP Agreement (as modified by this Order), including the advancement of defense costs, such OCP must file an application therefor in this Court, and the Debtors may not pay any such amounts to such OCP before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any such application. In the event that such application includes a request for reimbursement of attorneys' fees and expenses, the invoices and supporting time records for such attorneys' fees and expenses shall be included in the application.
3. This Order shall not apply to any professional retained by the Debtors pursuant to a separate order of this Court.
 4. Nothing contained herein shall affect the Debtors' or any party-in-interest's ability to dispute any invoice submitted by an OCP.

5. Notwithstanding anything herein to the contrary, nothing in this Order shall prevent the U.S. Trustee from seeking a determination from this Court (a) requiring an OCP to file a separate retention application under section 327(a) or 327(e) of the Bankruptcy Code or (b) altering the amount of the OCP Monthly Cap or the OCP Case Cap.

6. Nothing in this Order shall preclude an OCP from subsequently seeking retention as an estate professional under sections 327 or 328 of the Bankruptcy Code.

7. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Court's *Final Order Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing from YYYYY, LLC (B) Obtain Postpetition Junior Secured Financing from Guidepost Global Education, Inc.; (C) Utilize Cash Collateral; and (D) Pay Certain Related Fees and Charges; (II) Granting Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Certain Related Relief* [Docket No. 253], any further order entered by the Court in connection therewith, any approved budget approved by the Court in connection therewith, or any other order granting postpetition financing in these Chapter 11 Cases.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a

request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' Estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Local Rules are satisfied by such notice.

10. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

11. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. 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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**COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

EXHIBIT 1

Ordinary Course Professionals

OCP Name	Address	Services
CliftonLarsonAllen LLP	2875 Michelle Drive Suite 300 Irvine, CA 92606	Tax compliance
David M. Abner & Associates	400 Continental Blvd. El Segundo, CA 90245	Counsel for mechanics lien litigation pending in California state court.

EXHIBIT 2

Form of Declaration of Disinterestedness

**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)

**DECLARATION OF DISINTERESTEDNESS OF [ENTITY] PURSUANT TO THE
ORDER (I) AUTHORIZING THE RETENTION AND COMPENSATION
OF CERTAIN PROFESSIONALS UTILIZED IN THE ORDINARY
COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

I, _____, make this declaration (this “**Declaration**”) under penalty of perjury:

1. I am a [position] of [Company], located at [Street, City, State, Zip Code] (the “Company”).

2. 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**”), have requested that the Company provide [specific description] services to the Debtors, namely [specific Debtor(s) for which services are being provided], and the Company has consented to provide such services.

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.

3. The Company may have performed services in the past, may currently perform services, and may perform services in the future, in matters unrelated to these Chapter 11 Cases, for persons that are parties in interest in these Chapter 11 Cases. The Company does not perform services for any such person in connection with these Chapter 11 Cases, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their Estates with respect to the matter(s) on which the Company is proposed to be employed.

4. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in these Chapter 11 Cases.

5. Neither I, nor any principal, partner, director, officer of, or professional employed by, the Company has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Company.

6. Neither I, nor any principal, partner, director, officer of, or professional employed by, the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their Estates with respect to the matter(s) upon which this Company is proposed to be employed.

7. The Debtors owe the Company \$_____ for prepetition services, the payment of which is subject to limitations contained in the Bankruptcy Code. I understand that the amount owed by any of the Debtors to the Company for prepetition services will be treated as a general unsecured claim, and as such, the Company may file a proof of claim.

8. I further understand that this Declaration will not suffice as the Company's proof of claim.

9. As of June 17, 2025 and June 18, 2025, the dates on which the Debtors commenced these Chapter 11 Cases, the Company [was/was not] party to an agreement for indemnification with certain of the Debtors. [A copy of such agreement is attached as **Exhibit 1.**]

10. **[If there is an indemnification agreement]:** Such agreement for indemnification (the “**OCP Agreement**”) is subject to the following modifications, applicable during the pendency of these Chapter 11 Cases:

- a. The Company shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.
- b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Company’s gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Company’s contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, the Company 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 OCP Agreement (as modified by this Order), including the advancement of defense costs, the Company must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Company before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any such application. In the event that such application includes a request for reimbursement of attorneys’ fees and expenses, the invoices and supporting time records for such attorneys’ fees and expenses shall be included in the application.

11. The Company is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

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

Date: _____, 2025

[DECLARANT]