



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 4, 2025

United States Bankruptcy Judge

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

IN RE:

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

Debtors

Chapter 11

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

(Jointly Administered)

**Renah Soliman,
Movant,**

vs.

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

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); HE 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.



**AGREED ORDER RESOLVING MOTION OF RENAH SOLIMON FOR RELIEF
FROM STAY OF ACTION AGAINST DEBTORS PURSUANT TO 11 U.S.C. §362**

CAME ON FOR CONSIDERATION the *Motion of Renah Soliman for Relief From Stay of Action Against Debtor Pursuant to 11 U.S.C. §362, Waiver of Thirty Day Requirement Pursuant to §362(e), and Request for Hearing in Dallas, Texas* (the “Motion”), filed by Renah Soliman (the “Movant”). The above-captioned debtors and debtors in possession (collectively, the “Debtors”) and the Movant have agreed to resolve the Motion on the terms and conditions set forth in this agreed order.

Accordingly, IT IS HEREBY ORDERED as follows:

1. The Motion is GRANTED to the extent set forth herein. All relief not granted herein is DENIED.
2. Effective upon entry of this order, the automatic stay of 11 U.S.C. § 362 is modified solely to allow the Movant to liquidate her claims against Guidepost FIC A LLC, Guidepost FIC B LLC, and Higher Ground Education Inc dba Guidepost Montessori, (collectively the “Defendants”) to finality in the case styled *Renah Soliman, Plaintiff vs. Guidepost FIC A, LLC, a Delaware limited liability company; Guidepost FIC B LLC, a Delaware limited liability company; Higher Ground Education Inc. DBA Guidepost Montessori, a Delaware corporation; Erin Hennigan, an individual; Amie Sugarman, an individual; and DOES 1 through 50 inclusive*; Cause No. 30-2023-01354511-CU-WT-CJC; pending before the Superior Court for the State of California, County of Orange – Unlimited Civil (the “Lawsuit”), and any potential appellate proceeding or any future direct proceeding against any insurance policy or insurance carrier; *provided, however*, that the automatic stay shall remain in place with respect to any collection by the Movant of any claim or

the enforcement of any judgment against any of the Debtors or their estates; *provided, further, however,* the Movant may collect on any claims from any otherwise applicable insurance policy or insurance carrier as provided for by applicable law, and any such carrier may defend, compromise, or pay any such claims without need for further order or relief from this Court.

3. To the extent that the Movant's claims against the Defendants are subject to discharge in bankruptcy, the discharge shall not prevent the Movant from liquidating her claims and from collecting on those claims from any insurance policy or insurance carrier; *provided, however,* that any discharge shall apply otherwise according to its terms with respect to any collection by the Movant of any claim against the Debtors or their estates.

4. The Debtors and their estates shall not be obligated to pay any amounts owed or awarded in connection with the Lawsuit, including any monetary damages, insurance deductibles, or self-insured retentions, except for any amounts asserted by the Movant in an allowed proof of claim.

5. Unless otherwise specifically set forth herein, nothing herein (a) alters, amends or otherwise modifies the terms and conditions of any allegedly applicable insurance policy, any related agreements, or of any claim services agreements; (b) creates or permits a direct right of action by any claimants against any of the Debtors' insurers; (c) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any allegedly applicable policy or to otherwise assert any defenses to coverage; (d) constitutes a determination or admission that coverage exists with respect to any claims; or (e) relieves the Movant from the obligation, if any, to file a proof of claim.

6. For the avoidance of doubt, the automatic stay is lifted, if and to the extent applicable, to allow, but not to require, the Debtors' insurers and third party administrators to administer, handle, defend, settle, and/or pay the Movant's claims (and any costs related thereto) subject to and in accordance with the terms of any applicable insurance policies, any related agreements, or any claim services agreement.

7. Nothing contained herein shall be construed as an admission of liability by the Debtors regarding any claim or cause of action arising from or in relation to the Lawsuit or any other matter.

8. Nothing contained herein, and nothing in the parties' agreement, waives, prejudices, or releases any defense, affirmative defense, right, argument, or issue that the Debtors may have with respect to the claims of the Movant, and nothing herein allows or otherwise contains any finding with respect to the validity, if any, of such claims.

9. Nothing contained herein, and nothing in the parties' agreement, waives, prejudices, or releases any right, claim, cause of action, or issue that the Debtors or their estates have against any insurance policy or insurance carrier with respect to the claims of the Movant or otherwise.

10. This Court shall retain jurisdiction to interpret and enforce this Order

END OF ORDER

ORDER SUBMITTED BY:

/s/ Michael S. Mitchell

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