

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

IN RE: HIGHER GROUNDS EDUCATION, INC. ET.AL., Debtors	Chapter 11 CASE NO.: 25-80121-MVL
SHEENA WATKINS Movant, vs. HIGHER GROUNDS EDUCATION, INC., Respondent.	

**SHEENA WATKINS' MOTION FOR RELIEF FROM
THE AUTOMATIC STAY**

NOTICE

PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT, LOCATED IN THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, ROOM 1254, DALLAS, TEXAS, 75242-1496, BEFORE CLOSE OF BUSINESS ON OCTOBER 10, 2025, WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF.

A COPY OF SUCH RESPONSE SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE "ADEQUATELY PROTECTED" IF THE STAY IS TO BE CONTINUED.

SHEENA WATKINS' MOTION FOR RELIEF FROM THE AUTOM.



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PLEASE ALSO TAKE NOTE THAT, PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(e)(1), ABSENT COMPELLING CIRCUMSTANCES WARRANTING AN ALTERNATIVE PROCEDURE, EVIDENCE PRESENTED AT THE PRELIMINARY HEARINGS ON MOTIONS FOR RELIEF FROM THE AUTOMATIC STAY WILL BE BY AFFIDAVIT ONLY. THE RESPONDING PARTY MUST SERVE ITS EVIDENTIARY AFFIDAVIT(S) AT LEAST TWO (2) DAYS IN ADVANCE OF THE HEARING DATE NOTED ABOVE.

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

SHEENA WATKINS (“**Movant**”), pursuant to 11 U.S.C. §§ 362(d)(1)-(2) and (e) of the Bankruptcy Code, hereby moves this Court for entry of an order granting relief from automatic stay so Movant may prosecute her claims on the matter captioned *Sheena Watkins v. Higher Ground Education, Inc.*, Case No.: 4:24-CV-00545-LMC, pending in the United States District Court for the Western District of Missouri (“**District Court Action**”), a waiver of the 30 day requirement pursuant to 362(e), and request for hearing on this motion in Dallas, Texas. For her motion, Movant states:

JURISDICTION

1. This Court has jurisdiction of the matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(g).

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

BACKGROUND

3. Movant is an African American female.

4. Movant began her employment with Debtor on October 12, 2021, as the Regional Director of the Northeast Region. The Northeast Region consists of four schools in New York, nine schools in New Jersey, five schools in Maryland, two schools in Massachusetts, and one school in Pennsylvania.

5. During her 16 months of employment with Debtor, Movant endured unwelcome and offensive conduct by co-workers. When Movant complained about her discriminatory treatment, she was terminated from her position on February 1, 2023.

6. On July 9, 2024, Movant filed her Petition in the Circuit Court of Jackson County, Missouri, captioned *Sheena Watkins v. Higher Ground Education, Inc.*, Case Number 2416-CV-18917.

7. On August 21, 2024, Debtor removed the case to the United States District Court for the Western District of Missouri, Case No.: 4:24-CV-00545-LMC (“**District Court Action**”). A copy of the Amended Complaint For Damages is attached hereto as Exhibit A.

8. On June 17, 2025, Higher Ground Education, Inc. (“**Debtor**”), filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, and on July 25, 2025, the United States District Court for the Western District of Missouri entered an order staying the District Court Action.

9. On September 4, 2025, Movant timely filed her Proof of Claim. A copy of the Proof of Claim is attached hereto as Exhibit B.

GROUND FOR RELIEF

10. The Movant requests relief from the automatic stay to pursue her claims against the Debtor in the District Court Action, in which she seeks only to liquidate her claims by **collecting from Debtor’s liability insurance policy**, and **NOT** directly from the Debtor, except to the extent of the recovery of her unsecured claim filed in the bankruptcy case.

11. Movant seeks an order lifting the automatic stay (if applicable) so she may prosecute her District Court Action. Under 11 U.S.C. § 362(d), “the court shall grant relief from the stay...for cause.

12. Whether cause exists is a fact-intensive inquiry determined on a case-by-case basis. *In re Xenon Anesthesia of Texas, PLLC*, 510 B.R. 106, 112 (Bankr. S.D. Tex. 2014); *In re Bovino*, 496 B.R. 492, 502 (Bankr. N.D. Ill. 2013). “Each case must be viewed on the basis of its own

particular facts, and there must be a balancing of the interest of the debtor with the interest of the secured creditor in its collateral.” *In re Bovino*, 496 B.R. at 502. “The decision of whether to lift the stay is committed to the discretion of the bankruptcy judge.” *In re Syndicom Corp.*, 268 B.R. 26, 43 (Bankr. S.D.N.Y. 2001).

13. Relief from the automatic stay should be granted in accordance with § 362(d)(1) of the Bankruptcy Code, for cause, as the Movant’s claim is for a wrongful termination based on allegations of employment discrimination and retaliation, which are covered by Debtor’s employment practice liability insurance policy, the proceeds of which are likely not property of the estate.

14. When a debtor files a bankruptcy petition, a bankruptcy estate is created. That estate includes “all legal or equitable interests of the debtor in property as of the commencement of the case.” 11 U.S.C. § 541(a)(1).

15. While a debtor’s liability insurance policy is an asset of the bankruptcy estate, the proceeds of that policy, if made payable to third parties such as a creditor, is not property of the estate. *See In Re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993); *In re Sfuzzi, Inc.*, 191 B.R. 664, 666 (Bankr. N.D. Tex. 1996). In instances where the debtor may be subject to mass tort actions, where liability may be above and beyond the benefits of the liability policy, courts may consider the proceeds a part of the estate. *MacArthur Co. v. Johns–Manville Corp.*, 837 F.2d 89, 92 (2d Cir. 1988).

16. When there is no threat of a mass tort action, which may deplete the proceeds of the liability policy, the proceeds of that liability policy are not a part of the estate. *See Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1024 (5th Cir. 2012) (finding proceeds of liability insurance policy is not estate property where numerous claims did not threaten the limits of liability).

17. Debtor holds an employment practice liability insurance policy with limits exceeding \$1,000,000.00 (the “**Liability Policy**”). A copy of the Liability Policy’s declaration is attached as Exhibit C.

18. There is no threat of mass litigation because Movant is a single discrete former employee suing Debtor on her own behalf. Additionally, Debtor’s insurer has accepted Debtor’s defense in the District Court Action.

19. Second, Movant’s recovery, if any, will be paid from the proceeds of the Liability Policy, which is not property of Debtor’s bankruptcy estate. And Movant’s pursuit of those proceeds will not affect the administration of Debtor’s bankruptcy estate.

20. Movant suggests that Bankruptcy Rule 4001(a)(3) is not applicable to the relief requested herein and accordingly requests that the Court affirmatively waive any fourteen (14) day stay upon entry of an Order on this Motion.

WHEREFORE, Movant requests:

- a) That the automatic stay pursuant to 11 U.S.C. § 362 be modified as against the Debtor to permit Movant to proceed with the District Court Action, liquidate the amount of her claim(s), and pursue collection of her claims(s) to the extent of available employment practice liability insurance coverage; and
- b) That the Movant be granted such other and further relief as is just and equitable.

Respectfully submitted,

BURKE BOGDANOWICZ LLC

/s/ Keron A. Wright

Keron A. Wright

State Bar No. 24075311

kwright@burkebog.com

1200 Elm Street, Suite 4000

Dallas, Texas 75270

T: 214-888-2824

F: 214-888-2824

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule 9014-1(d)(1), I certify that on September 24, 2025, I emailed attorneys for Debtor Higher Group Education, Inc. regarding Debtor's position on Movant's request for relief from the automatic stay and Debtor's counsel indicated Debtor was opposed. I further certify that on September 24, 2025, I emailed counsel for the Unsecured Creditors' Committee and counsel for the Committee took no position on this motion.

/s/ Keron Wright
Keron A. Wright

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing was furnished on September 26, 2025, by U.S. Mail and/or electronic mail via CM/ECF to:

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Gray Reed & McGraw LLP
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United States Trustee

**Attorney for Official Committee of
Unsecured Creditors**

/s/ Keron Wright
Keron A. Wright

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

Sheena Watkins,

Plaintiff,

V.

Higher Ground Education, Inc,

Defendant.

Case No. 24-00545-CV-W-LMC

FIRST AMENDED COMPLAINT FOR DAMAGES

COMES NOW Sheena Watkins (“Plaintiff”), by and through her attorneys of record, and for her First Amended Complaint for Damages against the above-named defendant, alleges and states as follows:

INTRODUCTION

1. Plaintiff, while an employee of Defendant Higher Ground Education, Inc. (hereafter “HGE” or “Defendant”) was subjected to unlawful discrimination based on her race and sex.

2. Plaintiff, while an employee of Defendant HGE, was subjected to unlawful retaliation.

3. Plaintiff seeks compensatory and punitive damages against Defendant.

PARTIES

4. Plaintiff is now, and was at all times relevant to the allegations in this petition, a

female resident and citizen of the State of Missouri.

5. Defendant is a For-Profit Corporation with its principal place of business in the state of California.

6. At all times relevant to the allegations in this petition are employees of Defendant HGE referenced in this Petition acted directly in the interests of Defendant HGE.

JURISDICTION AND VENUE

7. Plaintiff's first injury occurred in Jackson County, Missouri making this Court an appropriate forum.

FACTUAL ALLEGATIONS

8. At all times relevant to the allegations in this petition, Plaintiff was an employee of Defendant HGE.

9. During her employment, Plaintiff was subjected to unwelcome and offensive conduct by co-workers.

10. Plaintiff is an African American female.

11. Plaintiff was initially hired by HGE on October 12, 2021, as the Regional Director over the Northeast Region.

12. Plaintiff worked principally from her home in Kansas City, Missouri.

13. Plaintiff's region included 21 schools: New York (4), New Jersey (9), Maryland (5), Massachusetts (2), and Pennsylvania (1).

14. On or around July 15, 2022, Plaintiff was assigned Museum Mile, a failing school that was losing HGE approximately 100k per month.

15. Plaintiff was instructed to hire a new leader for the school.

16. Ray Girn, her supervisor, forced Plaintiff to interview an unqualified White man (Andrew Roberts) to lead the school despite having a more qualified Black female candidate (Terrye Morgan).

17. Andrew was a 24-year-old who dropped out of college in his sophomore year.

18. He had no experience in education and a school leadership role would be his first job out of college.

19. Terrye was in her late 40s with a Master's degree in Education, two Montessori certifications, and over 20 years of experience in education.

20. Plaintiff complained to Ray Girn that she believed a qualified Black candidate was being passed over for an unqualified White applicant.

21. Ultimately, Ray believed Andrew was "scrappy."

22. Consequently, Andrew was hired as Head of School, at 110k with an 80k bonus potential, and Terrye was hired as Assistant Head of School at 90k with a 15k bonus potential.

23. On or around September 8, 2022, Plaintiff was up for a promotion that her previous manager, Maris Mendes, put in place.

24. Jocelyn Scotty, Plaintiff's Supervisor and VP of School Success, said she could not promote Plaintiff to Senior RD because her performance reviews for the region were not completed on time.

25. Notably, other Regional Directors did not have their performance reviews completed on time.

26. However, they were not penalized.

27. Importantly, Ms. Scotty had not completed her performance reviews for Regional

Directors.

28. Several days later, on September 13, 2022, Ms. Scotty blamed Plaintiff for the poor performance of Museum Mile, among other things, in spite of the fact that an unqualified White man, Andrew, was the School Director.

29. On September 14, 2022, Plaintiff complained to Maris Mendes, the Company's COO, stating that Plaintiff believed Jocelyn's treatment of Plaintiff was racially motivated.

30. Ms. Mendes indicated she would look into Plaintiff's complaints.

31. Plaintiff never received any response.

32. Following her complaints, on September 16, 2022, Tara Schmitt and Erin Hennigan were each promoted to Senior Regional Director.

33. On November 2, 2022, Plaintiff met with Samantha Sharp (Director of Special Projects – reporting to Ray Girn) to discuss race dynamics, salary, and the disparate treatment she received from Ms. Scotty.

34. Ms. Sharp advised Plaintiff to study HGE's method to written communication and shift her approach accordingly for 60 days.

35. If Plaintiff saw a positive shift in communication from Jocelyn, and other members of senior leadership, then her communication style is the cause.

36. However, if Plaintiff saw no change or a negative shift, then Plaintiff would have her answer.

37. In response, Plaintiff reached out to Mary Grace Henry, manager of School Success, and asked her to coach Plaintiff and pre-read her emails– which she did.

38. Despite Plaintiff's efforts, the harassment got worse.

39. For example, throughout the remainder of 2022, Plaintiff was not allowed to staff her campuses, despite very clear evidence that the campuses were understaffed.

40. Plaintiff's emails went ignored.

41. Plaintiff's requests were denied.

42. Plaintiff was intentionally left off emails so Plaintiff could not respond.

43. This did not happen at campuses where the regional manager/director was White.

44. The "hiring freeze" from Plaintiff's region did not end until Plaintiff sent an email to alert the company and tagged every senior leader from every department.

45. On January 19, 2023, Plaintiff applied to take Montessori professional development courses through the Company's Prepared Montessorian Institute and was denied by Ms. Scotty, without a reason.

46. Ms. Scotty approved Mary Grace Henry, a White woman, to take the courses.

47. On January 26, 2023, Plaintiff met with Ms. Scotty for their regularly scheduled 1:1 meeting.

48. Ms. Scotty informed Plaintiff that layoffs would occur in every department.

49. However, later that day, Plaintiff received notice that HGE hired a new Regional Manager to take over a smaller region.

50. Plaintiff sent Ms. Scotty a Teams chat asking about the contradiction and received the following response: "I know it appears counterintuitive, however, the restructuring is focused on creating localized regional teams to support expansion into more (smaller) regions than we have now."

51. On January 31, 2023, Plaintiff emailed Ray Girn that her treatment by Ms. Scotty,

and others, was racially motivated.

52. Plaintiff further indicated that she was not being treated the same as her White co-workers with respect to salary, support and performance objectives/critiques.

53. The following day, on February 1, 2023, Plaintiff was terminated.

54. Notably, the Company posted an opening for a Regional Manager in Kansas City, MO.

55. Amanda Joynes, a White woman who was also laid off from a different department, was offered the job.

56. Ms. Joynes resides in Minnesota.

57. At all relevant times to the allegations in this Petition, Defendant's employees were agents, servants and/or employees of Defendant; and/or were at all such times directly acting in the interests of Defendant; and/or were acting within the scope and course of their agency and employment; and/or acted as proxies/alter egos of Defendant. Therefore, Defendant is liable for their actions under all theories pled therein.

58. The conduct as set forth herein constitutes a continuing violation of the Missouri Human Rights Act.

CONDITION PRECEDENT

59. On June 19, 2023, Plaintiff filed a timely Charge of Discrimination with the Missouri Commission on Human Rights. *A copy of the charge is attached hereto as Exhibit A and is incorporated herein by reference.*

60. On April 23, 2024, Plaintiff received her right-to-sue notice pursuant to the Missouri Human Rights Act. *A copy of the right to sue is attached hereto as Exhibit B and*

incorporated herein by reference.

61. This action has been timely filed with this Court, and Plaintiff has met all conditions precedent to filing this action.

COUNT I
MHRA-Racial Discrimination and Harassment

62. Plaintiff incorporates by reference the allegations in the preceding paragraphs as if set forth herein.

63. The conduct and actions of the above-described perpetrators as set forth herein constituted unwelcome conduct based upon race.

64. Plaintiff was discriminated against upon the basis of her race.

65. The actions and conduct of the above-described perpetrators as set forth herein created an abusive, hostile, offensive and intimidating work environment.

66. Plaintiff's terms, conditions, and privileges of employment were adversely altered because Defendant's employees and management classified Plaintiff on the basis of her race in such manner that she was treated differently than her similarly situated co-workers.

67. Plaintiff's status as an employee was adversely affected because of the discriminatory treatment she received from Defendant's management.

68. The conduct as described herein would have detrimentally affected a reasonable person of the same race in Plaintiff's position.

69. Defendant's actions against Plaintiff have caused her pain, anguish, anxiety and distress.

70. The actions and conduct set forth herein were outrageous and showed an evil

motive or reckless indifference or conscious disregard for the rights of Plaintiff, and therefore Plaintiff is entitled to punitive damages from Defendant, to punish Defendant and to deter Defendant and others from like conduct, pursuant to RSMo Chapters 213, 285 and 287.

WHEREFORE, Plaintiff prays for judgment against Defendant on Count I of her Petition, for a finding that he has been subjected to unlawful discrimination prohibited by Mo.Rev.Stat. §213.010 *et seq.*; for an award of compensatory and punitive damages; for his costs expended; for his reasonable attorneys' fees; and for other and further relief the Court deems just and proper.

COUNT II
MHRA-Discrimination in Violation of Mo. Rev. Stat. §213.055
Sexual Discrimination

71. Plaintiff incorporates by reference the allegations in the preceding paragraphs as if set forth herein.

72. Plaintiff was discriminated against upon the basis of her sex.

73. Plaintiff's terms, conditions, and privileges of employment were adversely altered because Defendant's employees and management classified Plaintiff on the basis of her sex in such manner as to treat her differently than her similarly situated male co-workers.

74. Plaintiff's status as an employee was adversely affected because of the discriminatory treatment she received from Defendant's employees and management.

75. Defendant's conduct has caused Plaintiff degradation, pain, anguish, anxiety and distress.

76. The conduct described herein would have detrimentally affected a reasonable person of the same sex in Plaintiff's position.

77. The actions and conduct set forth herein were outrageous and showed an evil motive or reckless indifference or conscious disregard for the rights of Plaintiff, and therefore Plaintiff is entitled to punitive damages from Defendant, to punish Defendant and to deter Defendant and others from like conduct.

WHEREFORE, Plaintiff prays for joint and several judgment against Defendant on Count II of her petition, for a finding that she has been subjected to unlawful conduct prohibited by Mo. Rev. Stat § 213.010 *et seq*; for an award of compensatory and punitive damages; for her costs expended; for her reasonable attorneys fees; and for other and further relief the Court deems just and proper.

COUNT III
MHRA-Retaliation relating to Mo.Rev.Stat §213.070

78. Plaintiff incorporates by reference the allegations in the preceding paragraphs as if set forth herein.

79. Plaintiff engaged in protected activity in complaining to her manager regarding the treatment of another African American employee.

80. Further, in and around this time, Plaintiff her immediate supervisors regarding disparate treatment of herself and other African American individuals.

81. For example, Plaintiff complained to Ray Girn that she believed a qualified Black candidate was being passed over for an unqualified White applicant.

82. Further, on September 14, 2022, Plaintiff complained to Maris Mendes, the Company's COO, stating that Plaintiff believed Jocelyn's treatment of Plaintiff was racially motivated.

83. Also, on January 31, 2023, Plaintiff emailed Ray Girn that her treatment by Ms. Scotty, and others, was racially motivated.

84. Plaintiff further indicated that she was not being treated the same as her White co-workers with respect to salary, support and performance objectives/critiques.

85. The following day, on February 1, 2023, Plaintiff was terminated.

86. Defendant's conduct has caused Plaintiff pain, anguish, anxiety and distress.

87. The actions and conduct set forth herein were outrageous and showed an evil motive or reckless indifference or conscious disregard for the rights of Plaintiff, and therefore Plaintiff is entitled to punitive damages from Defendant, to punish Defendant and to deter Defendant and others from like conduct.

WHEREFORE, Plaintiff prays for judgment against Defendant on Count III of her Petition, for a finding that she has been subjected to unlawful conduct prohibited by V.A.M.S. § 213.010 *et seq.*; for an award of compensatory and punitive damages; for her costs expended; for her reasonable attorneys fees; and for other and further relief the Court deems just and proper.

COUNT IV
Violation of 42 U.S.C. §1981

COMES NOW Plaintiff and for Count IV of her Complaint against Defendant, alleges and states as follows:

88. Plaintiff incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

89. During the course and scope of Plaintiff's employment, Defendant's representatives, agents and employees, acting within the course and scope of their employment,

engaged in a pattern of practice of intentional discrimination against Plaintiff based on her race in the making and enforcing of a contract.

90. Defendant through their representatives, agents and employees engaged in these discriminatory practices with malice or reckless indifference to Plaintiff's federally protected rights.

91. The actions and conduct set forth herein were outrageous and showed evil motive or reckless indifference or conscious disregard for the rights of Plaintiff and others, and therefore Plaintiff is entitled to punitive damages from Defendant to punish Defendant and to deter it and others from like conduct.

92. As a direct and proximate cause of the actions and conduct set forth herein, Plaintiff has suffered and will continue to suffer damages including lost wages and emotional distress.

WHEREFORE, Plaintiff prays for judgment against Defendant on Count IV of her Complaint, for a finding that he has been subjected to unlawful discrimination as prohibited by 42 U.S.C. §1981; for an award of compensatory and punitive damages; equitable relief; for her costs expended; for her reasonable attorneys' fees and expert's fees; and for such other relief as this Court deems just and proper.

COUNT V
42 U.S.C. §1981 – Retaliation

COMES NOW Plaintiff and for Count V of her Complaint against Defendant, states and alleges as follows:

93. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

94. Plaintiff's complaints of racial discrimination and harassment constituted a protected activity.

95. By reason of Plaintiff's complaints, Defendant retaliated against Plaintiff resulting in Plaintiff being harassed, unfairly disciplined and discharged.

96. At all times mentioned herein, before and after, the above mentioned individuals were agents, servants, and employees of Defendant and were at all times acting within the course and scope of their employment.

97. Defendant's retaliation against Plaintiff was intentional, willful, and malicious, and constituted a willful violation of Plaintiff's federally protected rights.

98. At the time Defendant retaliated against Plaintiff, Defendant knew that such retaliation was unlawful.

99. The actions and conduct set forth herein was outrageous and showed evil motive or reckless indifference or conscious disregard for the rights of Plaintiff and therefore Plaintiff is entitled to punitive damages from Defendant to punish and deter Defendant and others from like conduct.

100. As a direct and proximate cause of the actions and conduct set forth herein, Plaintiff has suffered and will continue to suffer damages and lost wages.

WHEREFORE, Plaintiff prays for judgment against Defendant on Count V of her Complaint, for a finding that he has been subjected to unlawful retaliation provided by 42 U.S.C. § 1981, *et seq.*; for an award of compensatory and punitive damages; equitable relief; for her

costs expended; for her reasonable attorneys' fees and expert's fee provided by 42 U.S.C. § 1981 and for such other relief as this Court deems just and proper.

DESIGNATION OF PLACE OF TRIAL

COMES NOW the Plaintiffs and hereby designates Jackson County, Missouri as the place of trial.

JURY DEMAND.

Plaintiff hereby demands a jury trial on all issues so triable.

RESPECTFULLY SUBMITTED,

HOLMAN SCHIAVONE, LLC

By: /s/ M. Shaun Stallworth
M. Shaun Stallworth, Mo#60764
4600 Madison Avenue, Suite 810
Kansas City, Missouri 64112
TEL: (816) 283-8738
FAX: (816) 283-8739
sstallworth@hslawllc.com

ATTORNEY FOR PLAINTIFF

EXHIBIT B

Fill in this information to identify the case:

Debtor Higher Ground Education Inc.

United States Bankruptcy Court for the: Northern District of Texas
(State)

Case number 25-80121

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Sheena Watkins _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____											
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____											
3. Where should notices and payments to the creditor be sent?	<table><tr><th>Where should notices to the creditor be sent?</th><th>Where should payments to the creditor be sent? (if different)</th></tr><tr><td colspan="2">Sheena Watkins c/o Shaun Stallworth 4600 Madison Ste. 810 Kansas City, MO 64112, United States</td></tr><tr><td>Contact phone <u>9857688806</u></td><td>Contact phone _____</td></tr><tr><td>Contact email <u>sstallworth@hslawllc.com</u></td><td>Contact email _____</td></tr><tr><td colspan="2">Uniform claim identifier (if you use one): _____</td></tr></table>		Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	Sheena Watkins c/o Shaun Stallworth 4600 Madison Ste. 810 Kansas City, MO 64112, United States		Contact phone <u>9857688806</u>	Contact phone _____	Contact email <u>sstallworth@hslawllc.com</u>	Contact email _____	Uniform claim identifier (if you use one): _____	
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)											
Sheena Watkins c/o Shaun Stallworth 4600 Madison Ste. 810 Kansas City, MO 64112, United States												
Contact phone <u>9857688806</u>	Contact phone _____											
Contact email <u>sstallworth@hslawllc.com</u>	Contact email _____											
Uniform claim identifier (if you use one): _____												
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY											
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____											



EXHIBIT C



EVANSTON INSURANCE COMPANY

FOR PROFIT MANAGEMENT LIABILITY POLICY DECLARATIONS

Claims Made Coverage: The coverage afforded by this policy only applies to **Claims** that are first made against the **Insured** during the **Policy Period** or the **Extended Reporting Period**, if purchased.

Notice: If purchased pursuant to Item 5. below, the Insurer shall have the duty to defend covered **Claims**. **Claim Expenses** shall reduce the Limit of Liability and any applicable Retention under this policy, unless otherwise stated in an endorsement to this policy. Please read the policy carefully.

POLICY NUMBER: MKLV3MML000508

RENEWAL OF POLICY: MKLV3MML000325

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES WITH THE PARENT COMPANY TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 1. Parent Company and Address (No., Street, Town or City, State, Zip Code)

Higher Ground Education Inc.
1321 Upland Drive Pmb 20442
Houston, TX 77043

Item 2. Policy Period

From 05/26/2024 to 05/26/2025, at 12:01 A.M. Standard Time at the address shown above.

Item 3. Extended Reporting Period

Additional Premium:

Additional Period:

(Percent of Annualized Premium
Stated in Item 4 below)

Year of Interval

100%

1

150%

3

175%

6

Item 4. Policy Premium

\$ Payable at inception
+ BROKER FEE, +SL TAXES/FEES

Producer Number, Name and Address

210538
Amwins Insurance Brokerage, LLC
10 South LaSalle Street, Suite 2000
Chicago, IL 60603

Texas Premium:

Fees:

Surplus Lines Tax:

Stamping Fee:

Total:

Item 5. Coverage Schedule

This policy includes only those Coverage Parts designated below by "X" as purchased. If a Coverage Part is not expressly designated as purchased, this policy does not include such Coverage Part.

Coverage Part	Coverage Part Purchased	Coverage Part Limits of Liability	Coverage Part Retention and Coinsurance Percentage	Coverage Part Pending or Prior Date	Coverage Part Duty to Defend
A. Directors and Officers and Company Liability	<input checked="" type="checkbox"/> Yes	\$5,000,000 Each Claim \$5,000,000 Aggregate	Coinsurance Percentage 0%		Yes
1. Insuring Agreement A: Insured Person Liability			\$0 Each Claim	05/26/2022	
2. Insuring Agreement B: Company Reimbursement			\$250,000 Each Claim	05/26/2022	
3. Insuring Agreement C: Company Liability			\$250,000 Each Claim	05/26/2022	
4. Insuring Agreement D: Derivative Demand Investigation Costs		Derivative Demand Investigation Costs Sublimit: \$150,000		05/26/2022	
B. Employment Practices and Third Party Discrimination Liability	<input checked="" type="checkbox"/> Yes	Employment Practices Liability: \$3,000,000 Each Claim \$3,000,000 Aggregate Third Party Discrimination Liability: \$3,000,000 Each Claim \$3,000,000 All Claims Wage and Hour Claims: Sublimit: Not Purchased	Coinsurance Percentage 0% \$250,000 Each Claim Coinsurance Percentage 0% \$250,000 Each Claim	05/26/2016 05/26/2016	Yes Yes
C. Fiduciary Liability	<input checked="" type="checkbox"/> No	Not Purchased Voluntary Settlement Programs Sublimit: Not Purchased	Coinsurance Percentage		

No Retention shall apply to **Non-Indemnifiable Loss** incurred by **Insured Persons** under any Coverage Part, except as required by state law.

Item 6. Coverage Parts Which Share an Aggregate Limit of Liability

- ☐ A. Directors and Officers and Company Liability
- ☐ B. Employment Practices and Third Party Discrimination Liability
- ☐ C. Fiduciary Liability
- ☒ D. None

Item 7. Combined Aggregate Limit of Liability

\$8,000,000 All **Loss** (including **Claim Expenses**) under all purchased Coverage Parts, combined.

Item 8. Other Coverage Extensions Limits

- A. Additional **Claim Expenses** Policy Aggregate Limit of Liability (All purchased Coverage Parts): Not Purchased
- B. Additional **Non-Indemnifiable Loss** Aggregate Limit of Liability (Directors & Officers Coverage Part): \$500,000
- C. Subpoena Limit (Directors & Officers Coverage Part): \$150,000
- D. Limit for **HIPAA Claims** (Directors & Officers Coverage Part): \$100,000
- E. Limit for **Dilution Claims** (Directors & Officers Coverage Part): \$150,000
- F. Limit for **HIPAA Claims** and **COBRA Claims** (Fiduciary Liability Coverage Part): Not Purchased
- G. Limit for **PPACA Claims** (Fiduciary Liability Coverage Part): Not Purchased
- H. Limit for **Disclosure Provision Penalties** (Fiduciary Liability Coverage Part): Not Purchased
- I. Limit for **Settlor Capacity Claims** (Fiduciary Liability Coverage Part): Not Purchased

Item 9. Forms and Endorsements

Forms and Endorsements applying to the Coverage Part(s) made part of this policy at time of issue:

See MDIL 1001 08 10 attached.

Item 10. Notices

Notices required to be provided to the Insurer under this policy shall be by email, fax or mail addressed to:

CLAIM, POTENTIAL CLAIM AND LOSS NOTICES:

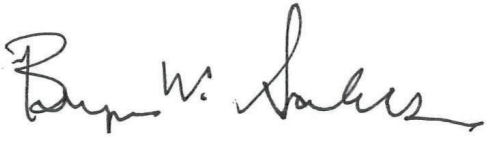
E-mail: newclaims@markel.com
Phone: 800-362-7535 (800) 3MARKEL
Fax: (855) 662-7535 (855) 6MARKEL

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009

ALL OTHER NOTICES:

Markel Midwest Region, a division of Markel Service,
Incorporated
222 South Riverside Plaza,
Chicago, IL 60606
Telephone: 800-431-1270
Fax:

These declarations, together with the General Terms and Conditions, Coverage Part(s) and any Endorsements(s), and any applications complete the above numbered policy.

06/03/2024	 AUTHORIZED REPRESENTATIVE
Countersignature Date	

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: Amwins Insurance Brokerage, LLC
Address: 4725 Piedmont Row Dr. Suite 600
Charlotte, NC 28210