

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.

Signed November 24, 2025

United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

IN RE:	Chapter 11
HIGHER GROUNDS EDUCATION, ¹ INC. ET.AL.,	CASE NO.: 25-80121-MVL
Debtors	

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); HE FIC LLC (2052); HE FIC M LLC (8912); HE FIC N LLC (6774); HE FIC O LLC (4678); HE FIC P LLC (1477); HE FIC Q LLC (3122); HE 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 SHEENA WATKINS FOR RELIEF FROM STAY OF ACTION AGAINST DEBTOR PURSUANT TO 11 U.S.C. § 362

CAME ON FOR CONSIDERATION Sheena Watkins' Motion for Relief from the Automatic Stay (the "Motion"), filed by Sheena Watkins (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 Movant to liquidate her claims against Higher Ground Education, Inc. ("Defendant") to finality in the case styled *Sheena Watkins v. Higher Ground Education, Inc.*, Case No.: 4:24-CV-00545-LMC; pending before the United States District Court for the Western District of Missouri (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 or any successor thereto; *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 Defendant are subject to discharge in bankruptcy, the discharge shall not prevent the Movant from liquidating her claims

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and from collection 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, their estates, or any successor thereto.

4. Notwithstanding anything to the contrary herein, 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.

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; or

(d) constitutes a determination or admission that coverage exists with respect to any claims.

6. Movant hereby waives any and all claims, including general unsecured claims,

against the Debtors' bankruptcy estates, and any proof of claim filed by the Movant, including

Claim No. 502, shall be deemed withdrawn without further notice or order of this Court; provided,

however, that the withdrawal of Claim No. 502 shall not preclude Movant's ability to satisfy or

recover against an insurance policy or insurance carrier. The Debtors further reserve all rights

with respect to Claim No. 502.

7. The Debtors' claims agent is authorized to modify the claims register as provided

herein.

8. For 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,

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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, any related agreements, or any claim

services agreement.

9. 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.

10. 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.

11. 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.

12. The Court shall retain jurisdiction to interpret and enforce this Order.

END OF ORDER

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ORDER SUBMITTED BY:

BURKE BOGDANOWICZ LLC

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