6

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
ORI KATZ, State Bar No. 209561
KIRK RIDER, State Bar. No. 364539
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
Email: okatz@sheppard.com
krider@sheppard.com

[Proposed] Counsel for Highlands Community Charter and Technical Schools

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

In re Highlands Community Charter and Technical Schools, Debtor and Debtor in Possession.[1]	Case No. 26-25868 Chapter 11 **DCN: SMR-8** Judge: Hon. Christopher D. Jaime Date: October 8, 2026 Time: 11:00 a.m. (Pacific Time) Place: Courtroom 32 501 I Street Sacramento, California 95814

ORDER (I) APPROVING THE RETENTION AND APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL, AS NOTICE, CLAIMS, AND SOLICITATION AGENT TO THE DEBTOR, EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF

[1] The Debtor in this chapter 11 case, along with the last four digits of the Debtor's federal tax identification number, is: Highlands Community Charter and Technical Schools [0967]. The mailing address for the Debtor is 1111 Howe Ave. Suite 505 Sacramento, CA 95825.

26258682610130000000000018

Upon consideration of the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (this "Order") (i) appointing Verita as the notice, claims, and solicitation agent in this Chapter 11 Case, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in this Chapter 11 Case, and (ii) granting related relief; and upon the First Day Declaration, the Raymond Declaration and the Gershbein Declaration; and upon the statements of counsel made in support of the relief requested in the Application at the hearing before this Court; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Chapter 11 Case and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given under the circumstances and in accordance with the Bankruptcy Rules and applicable Local Rules and that no other or further notice is necessary; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtor's estate and its creditors; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

2. Pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1, the Debtor is authorized to retain Verita as claims, noticing and solicitation agent in this Chapter 11 Case, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized and directed to perform the services described in the Services Agreement and the Application and to receive, maintain, record, and otherwise administer the proofs of claim filed in this Chapter 11 Case and to perform all related tasks as set forth in the Services Agreement and the Application.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case, and Verita is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Verita is authorized to take such other actions as required to comply with all duties set forth in the Application, the Services Agreement and this Order.

6. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of this Court, the Debtor is authorized to compensate Verita in accordance with the terms and conditions of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims, Noticing and Solicitation Agent.

8. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and Verita shall serve monthly invoices on the Debtor, the Trustee, counsel for the Debtor, counsel for any statutory committee, if one is appointed, and any party in interest that specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the services described in the Services Agreement and the Application shall be an administrative expense of the Debtor's chapter 11 estate.

11. Verita may apply its retainer to all prepetition invoices, and thereafter Verita may hold its retainer under the Services Agreement during this Chapter 11 Case as security for payment of Verita's final invoice for services rendered and expenses incurred under the Services Agreement.

12. The Debtor is authorized to indemnify Verita under the terms of the Services Agreement, subject to the following modifications:

a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement and the Application unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

b. Notwithstanding anything to the contrary in the Services Agreement, the Debtor shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's own gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtor alleges the breach of Verita's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iii) 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 Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;

c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing this Chapter 11 Case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this

Order), Verita must file an application therefor with this Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

13. Notwithstanding anything to the contrary in the Services Agreement, during this Chapter 11 Case, the limitation of liability contained in section VIII of the Services Agreement shall be given no effect during the pendency of this Chapter 11 Case.

14. In the event that Verita is unable to provide the services described in the Services Agreement and the Application, Verita shall immediately notify the Clerk and the Debtor's counsel and shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

15. Notwithstanding anything contained in this Order or the Services Agreement and the Application to the contrary, the Debtor shall be required to employ Verita under a separate section 327(a) application, and seek approval of fees and reimbursement of expenses pursuant to 11 U.S.C. §§ 330 or 331, as applicable, for services that fall outside the scope of 28 U.S.C. § 156(c).

16. Verita shall not cease providing claims processing services during this Chapter 11 Case for any reason, including nonpayment, without an order of this Court.

17. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

18. After entry of an order terminating Verita's services as the claims, noticing and solicitation Agent, upon the closing of this Chapter 11 Case, or for any other reason, Verita shall be responsible for: (i) forwarding to the Clerk an electronic version of all imaged claims; (ii) uploading the creditor mailing list into CM/ECF; and (iii) docketing a final Claims Register.

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

20. Notice of the Application shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the applicable Local Rules are waived by such notice.

21. The Debtor has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003, and the Debtor and Verita are authorized to immediately take any and all actions necessary to effectuate the relief granted herein upon entry of this Order.

22. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

23. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: October 12, 2026

Christopher D. Jaime, Chief Judge
United States Bankruptcy Court

APPROVED AS TO FORM

Dated October 9, 2026

/s/ Jason Blumberg
Jason Blumber, Trial Attorney for the
United States Trustee