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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-3 Judge: Hon. Christopher D. Jaime Date: November 10, 2026 Time: **11:00 a.m. (Pacific Time)** Place: Courtroom 32 501 I Street Sacramento, California 95814

SUPPLEMENT TO DEBTOR'S EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES

[1] The last four digits of the Debtor's federal tax identification number is 0967. The mailing address for the Debtor is 1111 Howe Ave. Suite 505 Sacramento, CA 95825.

Highlands Community Charter and Technical Schools ("HCCTS" or, the "Debtor"), a California Non-Profit Corporation organized under the laws of the State of California, and the above-captioned debtor and debtor-in-possession in this voluntary chapter 11 case (the "Chapter 11 Case") filed on October 4, 2026 (the "Petition Date") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), hereby submits this supplement (the "Supplement") to the *Debtor's Emergency Motion For Entry of An Order Authorizing Rejection of Certain Unexpired Leases* [ECF No. 13] (the "Motion"). The Motion, as well as the *Declaration of Jonathan Raymond in Support of Chapter 11 Petition and First Day Motions* [ECF No. 4] (the "First Day Declaration"), the *Declaration of Jonathan Raymond in Support of Motion for Entry of an Order Authorizing Rejection of Certain Unexpired Leases* [ECF No. 14] (the "Raymond Declaration"), the *Memorandum of Points and Authorities in Support of Motion for Entry of an Order Authorizing Rejection of Certain Unexpired Leases* [ECF No. 16] (the "Memorandum"), and the exhibits in support of the Motion [ECF No. 15] (the "Initial Exhibit List"), each of which were filed contemporaneously with the Motion, are each incorporated herein by reference. In support of this Supplement, the Debtor also submits the *Supplemental Declaration of Jonathan Raymond in Support of Motion for Entry of an Order Authorizing Rejection of Certain Unexpired Leases* (the "Supplemental Raymond Declaration"). [2]

I. JURISDICTION AND VENUE

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and General Orders 182 and 223 of the United States District Court for the Eastern District of California. The Debtor confirms its consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

[2] A more detailed description of the Debtor and its business, and the facts and circumstances supporting the Motion and this Supplement and the Debtor's Chapter 11 Case, are set forth in greater detail in the First Day Declaration. Capitalized terms used but not otherwise defined in this Supplement have the meanings ascribed to them in the Motion, the Memorandum, the Raymond Declaration, the Supplemental Raymond Declaration and the First Day Declaration or as indicated elsewhere in this Supplement.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

The bases for the relief requested herein are §§ 365 and 554 of the Bankruptcy Code and Rules 3002(c)(4), 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

II. SUPPLEMENT

A. Supplemental Facts

As set forth in the Motion, since assuming responsibility for the Debtor's affairs, the current management team has undertaken a thorough and diligent review of the Debtor's real estate footprint, as well its financial obligations, including the full universe of leases and contracts that were entered into by prior management to identify areas where liabilities can be reduced. This comprehensive evaluation was undertaken with the express purpose of identifying those liabilities or obligations that are no longer in use, operational or productive, that impose undue financial or administrative burdens upon the Debtor's estate, or that are simply unnecessary to support the Debtor's contemplated go-forward business operations.

This review process did not end on the Petition Date; rather since the Petition Date, the current management team has continued to diligently evaluate leases and contracts entered into by prior management to determine whether additional liabilities can be reduced in situations where such liabilities or obligations are no longer in use for the Debtor's operations, and only impose undue financial or administrative burdens upon the Debtor's estate.

B. The Additional Leases

As a result of this continuing review since the Petition Date, in addition to the Leases identified in the Motion, the Debtor has chosen at this time to also reject the two (2) additional unexpired leases (the "Additional Leases") identified and set forth on Exhibit C to the supplemental exhibits in support of the Motion (the "Supplemental Exhibit List") without prejudice to the Debtor's future business decision(s) to reject any additional unexpired leases or executory contracts at any point during this Chapter 11 Case. The rejection of the Additional Leases is in addition to, and does not supersede, replace or limit, rejection of the Leases identified

in the Motion, and does not impact or alter the Debtor's business decision to reject those Leases as set forth in the Motion.

Following careful analysis, the Debtor has determined that each of the identified Additional Leases is no longer aligned with, or supportive of, the Debtor's current business plan, and that continued performance under these Additional Leases would not confer any meaningful benefit upon the Debtor's estate or its creditors, and would, in fact, burden the Debtor's estate with unnecessary additional financial liability for the Additional Leases. The Additional Leases consist of previously used classroom spaces (collectively, the "Premises"), that are not in use, not occupied, and the Schools no longer need such spaces to efficiently operate the Schools.

Because the Debtor no longer requires use of the Premises, it has determined, in its business judgment, that it is in the best interests of its estate to reject the Additional Leases. Accordingly, the rejection of these Additional Leases is not only appropriate but necessary to the Debtor's reorganization efforts as the Debtor continues to seek to shed real estate and other financial obligations that no longer serve its operational needs or align with its current business model.

The financial benefit of rejecting the Additional Leases is substantial and immediate. The Debtor estimates that rejection of the Additional Leases will result in a substantial reduction of monthly liabilities in the aggregate each month, which reduced liabilities are spread out among the Additional Leases. This significant reduction in recurring monthly obligations will provide the Debtor with meaningful financial relief, enabling the Debtor to right-size its cost structure, rationalize its operations, and redirect resources toward those aspects of its business that are central to a successful reorganization for the benefit of the Debtor's creditors, employees and other parties in interest. Absent rejection of the Additional Leases, the Debtor would be obligated to pay fees, expenses and other costs under the Additional Leases even though it has ceased operations at, and is nor utilizing, the Premises. Ultimately, the rejection of these Additional Leases represents a prudent and necessary step in the Debtor's broader efforts to restructure its operations and emerge from bankruptcy as a viable, sustainable enterprise.

C. Abandonment of Personal Property, if any, Remaining on the Premises

The Debtor either already has, or will have by approximately the end of next week, fully vacated the collective Premises subject to the Additional Leases. The Debtor also either has, or will soon have, inspected all of its personal property located at such Premises and has, or will soon have, removed any such property deemed to be of value or that will be used in continuing operations during the Chapter 11 Case. To the extent that any personal property of the Debtor's estate remains at such Premises, retention of such property either would be burdensome to the estate or is no or of inconsequential value to it. Therefore, the Debtor seeks an order rejecting the Additional Leases and also authorizing the abandonment of personal property of the Debtor's estate, if any, remaining at the Premises pursuant to section 554(a) of the Bankruptcy Code.

III. BASIS FOR RELIEF REQUESTED

A. Rejection of the Additional Leases is Permitted Under the Bankruptcy Code

Section 365(a) permits a debtor to assume or reject an executory contract or unexpired lease upon the authority of the Court after notice and a hearing. The question of whether a contract or lease should be rejected, and, if not, on what terms it should be assumed, is one of business judgment. *See Group of Institutional Investors v. Chicago, Milwaukee, St. Paul and Pacific R. Co.,* 318 U.S. 523, 550 (1943), rehearing denied, *Group of Institutional Investors v. Abrams*, 318 U.S. 803 (1943). Under the Bankruptcy Code, most courts have applied the business judgment test to the decision to assume or reject a contract or lease. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *Richmond Leasing Co. v. Capital Bank N.A.,* 762 F.2d 1303 (5th Cir. 1985); *see also Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.)*, 476 F.3d 665, 670 (9th Cir. 2007); *Durkin v. Benedor Corp. (In re G.I. Indus., Inc.),* 204 F.3d 1276, 1281 (9th Cir. 2000) ("a bankruptcy court applies the business judgment rule to evaluate a trustee's rejection decision").

The Ninth Circuit Bankruptcy Appellate Panel has stated the standard by which debtors should exercise their business judgment as follows: "What are the criteria which the court and the trustee [debtor in possession] should legitimately consider in exercising their 'business judgment?'

The primary issue is whether [assumption or] rejection would benefit the general unsecured creditors." *Robertson v. Pierce (In re Chi-Feng Huang)*, 23 B.R. 798, 801 (9th Cir. B.A.P. 1982).

Rejection of an executory contract is appropriate where rejection of the contract would benefit the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distribution Corp. (In re Sharon Steel Corp.),* 872 F.2d 36, 40 (3d Cir. 1989). The standard for rejection is satisfied when a trustee or debtor has made a business determination that rejection will benefit the estate. *See Commercial Fin. Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.),* 47 B.R. 425, 427 (D. Haw. 1985) ("under the business judgment test, a court should approve a debtor's proposed rejection if such rejection will benefit the estate.").

Rejection of the Additional Leases, as proposed herein, is well within the business judgment rule and will benefit the estate. The Additional Leases are not a source of potential value for the Debtor's estate, creditors, or other stakeholders. Indeed, the costs, expenses and other obligations associated with the Additional Leases outweigh any potential value of the Additional Leases to the Debtor's estate. Due to this reality, the Debtor has determined that the Additional Leases constitute unnecessary drains on the Debtor's resources and, therefore, rejection of the Additional Leases reflects the Debtor's exercise of sound business judgment to free its estate from burdensome obligations that do not promote a successful reorganization. *National Labor Relations Board v. Bildisco & Bildisco*, 465 U.S. 513, 528, 104 S. Ct. 1188, 1997 (1984); *see also In re Rega Properties, Ltd.,* 894 F.2d 1136, 1140 (9th Cir. 1990).

B. The Court Should Deem the Additional Leases Rejected Effective as of the Petition Date

It is well settled in the Ninth Circuit that a bankruptcy court may approve retroactive rejection of executory contracts or unexpired leases. In *In re At Home Corp.,* 392 F.3d 1064, 1065 (9th Cir. 2004), the Ninth Circuit held, in approving rejection of an unexpired lease, that retroactive rejection is within a bankruptcy court's equitable powers "when 'necessary or appropriate to carry out the provisions of' § 365(d)." *Id.* at 1071; *see also* 10 COLLIER ON

BANKRUPTCY ¶ 6006.01[3] (16th ed. rev. 2011) (noting that the "new majority view" is to allow "retroactive application of an order of rejection, back to the date that the motion was filed, based on equitable considerations.").

Here, it would be inequitable for the Debtor, who either has, or will have by approximately the end of next week, abandoned, and no longer uses the Premises, to continue to incur unnecessary and costly administrative liabilities under the Additional Leases during the pendency of this Chapter 11 Case. This provides no value or benefit to the estate or its creditors.

In contrast, counterparties to the Additional Leases, who will receive sufficient notice of this Motion, will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Notably, the Debtor has sought the relief requested herein at the earliest possible moment in this Chapter 11 Case – within the first two weeks of this Chapter 11 Case - and does not seek to reject the Additional Leases effective as of the Petition Date due to any undue delay on its own part. Under these circumstances, the Debtor respectfully submits that the equities favor the Court's granting of the relief requested in this Supplement, effective as of the Petition Date.

C. The Court Should Authorize the Debtor to Abandon any Remaining Personal Property

Further, the abandonment of any personal property remaining at the Premises is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) provides that "[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

In the process of vacating the Premises, the Debtor either has removed, or will soon have removed, all personal property that would have any value in continuing its further operations. All remaining personal property at the Premises, if any, represents a burden, or is of no or inconsequential value to, the estate and should be abandoned pursuant to section 554(a) of the Bankruptcy Code. Any efforts by the Debtor to move, store or market any abandoned property would have unnecessarily delayed the Debtor's rejection of the Additional Leases and provided no benefit to the estate.

IV. AMENDMENT TO ORDER

At the emergency hearing to consider certain emergency motions, including the Motion, held on October 8, 2026, at 11:00 a.m. (Pacific Time), counsel for Twin Rivers Unified School District Board of Trustees ("Twin Rivers") requested a clarifying revision to the proposed order approving the Motion (the "Original Proposed Order"). In response to this request, the Debtor has revised the Original Proposed Order to accommodate this clarification. A copy of the revised proposed order approving the Motion as supplemented by this Supplement is set forth on Exhibit A to the Supplemental Exhibit List. A blackline showing the revisions made to the Original Proposed Order as supplemented by this Supplement and in response to Twin Rivers' request is set forth on Exhibit B to the Supplemental Exhibit List.

V. REJECTION CLAIM BAR DATE

In connection with the rejection of the Additional Leases, the Debtor also requests that the Court, pursuant to Bankruptcy Rule 3002(c)(4), establish the later of (a) thirty (30) days after entry of an order granting the Motion, as supplemented by this Supplement, or (b) the deadline set by the Court for prepetition claims to be filed, as the deadline for filing a claim arising from rejection of the Additional Leases.

VI. IMPACT ON MOTION

Except as explicitly set forth in this Supplement, nothing herein shall waive, limit, or otherwise effect the relief sought in the Motion, which relief is still being sought by the Debtor as

set forth in the Motion. Any order approving the Motion as supplemented by this Supplement shall authorize the rejection of both the Leases and the Additional Leases as of the Petition Date.

VII. RESERVATION OF RIGHTS

Nothing contained in this Supplement or the Motion or any order granting the relief requested in this Motion as supplemented pursuant to this Supplement, and no action taken by the Debtor pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtor's or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) a request or authorization to assume, adopt, or reject any 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 Debtor's estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtor or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtor's rights to subsequently dispute such claim.

Moreover, nothing contained in this Supplement or the Motion or any order granting the relief requested in this Supplement or the Motion, and no action taken by the Debtor pursuant to the relief requested or granted pursuant to this Supplement or the Motion shall prohibit, limit, or impair the Debtor from seeking to assume, assume and assign, or reject any other, additional or separate executory contracts or unexpired leases at any time during this Chapter 11 Case. The Debtor reserves all rights to take any action with respect to any other, additional or separate

executory contracts or unexpired leases at any time during this Chapter 11 Case in its business judgment.

VIII. WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

The Debtor requests a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein under Bankruptcy Rule 6004(h), to the extent applicable. As set forth above, in the Motion and in the First Day Declaration, the relief requested herein and in the Motion is necessary to avoid immediate and irreparable harm to the Debtor's ongoing operations and value-maximizing process. Accordingly, ample cause exists to justify waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such requirements and stay are applicable.

IX. NOTICE

The Debtor will provide notice of this Supplement via first class mail, facsimile or email (where available) to: (a) the Office of the U.S. Trustee; (b) the holders of the twenty (20) largest unsecured claims against the Debtor filed in accordance with Bankruptcy Rule 1007(d); (c) the State of California through the Attorney General for the State of California; (d) the United States of America through the United States Attorney for the Eastern District of California; (e) Twin Rivers; (f) counterparties to each of the Leases and the Additional Leases; and (g) parties that file with the Court and serve upon the Debtor requests for notice of all maters in accordance with Bankruptcy Rule 2002(i) (collectively, the "Notice Parties"). If the Court grants the relief requested by the Motion and this Supplement, the Debtor shall provide notice of the entry of the order granting such relief upon each of the foregoing parties and any other parties in interest as the Court directs. The Debtor submits that such notice is sufficient and that no other or further notice be given. No prior request for the relief sought herein has been made by the Debtor to this or any other court.

X. CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter the revised Proposed Order set forth on Exhibit A to the Supplemental Exhibit List, which includes the following supplemental relief in addition to the relief requested in the Motion:

1. Approving the Debtor's rejection of the Additional Leases;

2. Deeming the Additional Leases to be rejected effective as of the Petition Date;

3. Authorizing the abandonment of any personal property of the Debtor's estate remaining at the Premises related to the Additional Leases;

4. Establishing the later of (a) thirty (30) days after entry of an order granting this Supplement and the Motion, or (b) the deadline set by the Court for prepetition claims to be filed, as the deadline for filing a claim arising from rejection of the Additional Leases; and

5. For such other and further relief as the Court deems just and proper.

Dated: October 15, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By */s/ Ori Katz*
Ori Katz

Proposed Counsel for Highlands Community Charter and Technical School