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

In re:	§	Chapter 11
Higher Ground Education, Inc.,[1]	§	Case No. 25-80121-11 (MVL)
Reorganized Debtor.	§	

GUIDEPOST GLOBAL EDUCATION, INC.'S EMERGENCY MOTION TO ENFORCE THE PLAN OF REORGANIZATION AGAINST CALIFORNIA PLAINTIFFS

Emergency relief has been requested. Relief is requested no later than the week of August 3, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Guidepost Global Education, Inc. ("GGE") hereby files this *Emergency Motion to Enforce the Plan of Reorganization Against California Plaintiffs* (the "Motion"), and in support of the Motion respectfully represents as follows:

[1] The last four digits of the Reorganized Debtor's federal tax identification number are 7265. A complete list of each of the Reorganized Debtors whose claims are being administered in this Chapter 11 case may be obtained on the website of the Reorganized Debtors' claims and noticing agent at https://www.veritasglobal.net/higherground.

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PRELIMINARY STATEMENT

1. Carl Barney, both individually and as Trustee of the Carl Barney Living Trust (collectively "Barney") was an active participant in the Debtors' Bankruptcy Case.[2] In the Bankruptcy Case, Barney filed an objection and also filed a proof of claim referencing a pre-petition suit filed by Barney in California wherein Barney alleged that assets were unlawfully transferred. This Court subsequently entered a Confirmation Order approving a Plan that included releases of GGE and a broad injunction requiring (among other things) creditors to seek relief from this Court before pursuing any "colorable claim" against a Released Party or against the Reorganized Debtor.

2. Barney participated in the Plan confirmation process and did not object to the Plan or the entry of the Confirmation Order. Barney then turned around and filed a new suit in California making identical claims as those forming the basis of his proof of claim. Given this fact, the claims in the California suit are plainly "colorable" as that term is used in the Plan Injunction. Each of the claims raised by Barney were either released or are derivative claims that belong to the Debtors' estates.

3. In direct violation of this Court's Confirmation Order, Barney did not first seek relief from this Court before filing a post-confirmation suit in California. GGE's counsel pointed out all of these facts to Barney's counsel prior to the filing of this Motion and Barney still refused to dismiss the suit. GGE thus has filed this Motion on an emergency basis to force Barney to recognize this Court's authority and to comply with the terms of the Confirmation Order.

[2] Capitalized terms have the meanings ascribed to them below.

BACKGROUND

A. The Bankruptcy Case

4. On June 17, 2025 and June 18, 2025 (collectively, the "Petition Date"), Higher Ground Education, Inc. and its related entities (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11, Title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' bankruptcy cases (the "Bankruptcy Case") were jointly administered and the Debtors managed and operated their property as debtors in possession pursuant to Bankruptcy Code section 1107(a) and 1108.

5. On July 8, 2025, the United States Trustee for the Northern District of Texas (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "Committee"). No request for the appointment of a trustee or examiner was made in the Bankruptcy Case.

6. Prior to the Petition Date, GGE provided the Debtors with various services related to the operation of the Debtors' schools. In addition, GGE was the pre-petition purchaser of certain of the Debtors' assets following a March 2025 foreclosure by secured creditor WTI.[3] In the weeks leading up to the filing of the Bankruptcy Case, GGE was an active participant with the Debtors and other parties-in-interest in negotiating a "Restructuring Support Agreement." GGE also agreed to act as a "Junior DIP Lender" in the Bankruptcy Case.

7. GGE appeared in the Bankruptcy Case on June 18, 2025. *See* Doc. No. 17. GGE remained an active participant throughout the Bankruptcy Case.

8. On June 30, 2025, the Court entered an order [Doc. No. 57] setting August 7, 2025 as the "Claims Bar Date."

[3] Capitalized terms not otherwise defined have the meanings ascribed to them in the Plan.

9. On November 20, 2025, the Debtors and the Committee filed the *Modified Amended Second Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors and the Official Committee of Unsecured Creditors* [Doc. No. 649] (the "Plan").

10. On November 26, 2025, the Court entered its *Order (I) Approving the Debtors' Disclosure Statement and (II) Confirming the Modified Amended Second Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors and the Official Committee of Unsecured Creditors* [Doc. No. 707] (the "Confirmation Order").

11. The Effective Date of the Plan occurred on December 16, 2025. *See* Doc. No. 721. On the Effective Date, under the terms of the Plan and the corresponding Liquidating Trust Agreement [Doc. No. 631-51], John P. Madden became the "Liquidating Trustee" of the "HGE Liquidating Trust." The Plan created the HGE Liquidating Trust for the purpose of winding down the Debtors and distributing assets to creditors. The Plan also provided for the consolidation of the Debtors' estates for these purposes.

12. In addition, the Plan provides that certain assets of the Debtors were vested in Reorganized HGE via the issuance of Reorganized HGE Common Stock, which occurred "free and clear of all Liens, Claims, Equity Interests and encumbrances of any kind, except as provided in the Plan." *See* Plan at sections 1.1.128 and 4.11. The Plan also provided for assets transferred to GGE free and clear of liens, claims, encumbrances, and other interests. *See* Plan at section 4.8.

13. The Plan also provides for a broad release of the "Released Parties," which includes (but is not limited to) GGE and Reorganized HGE. *See* Plan at section 10.2 and at section 1.1.124 (including GGE in the definition of "Settlement Parties.").

14. In addition, by entering the Confirmation Order, the Court approved an injunction set forth in the Plan (the "Plan Injunction") that, among other things, prohibits any creditor from

commencing or continuing any cause of action against the Debtors or furthering any cause of action released or settled under the Plan. *See* Plan at section 10.5. Specifically, the Plan Injunction provides:

> No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, Reorganized HGE, the Exculpated Parties, the 1125(e) Exculpation Parties, or the Released Parties, as applicable, that related to or is reasonably likely to relate to any act or omission in connect with, related to, or arising out of a Claim or Cause of Action . . . without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized HGE, Exculpated Party, 1125(e) Exculpation Party, or Released Party, as appliable. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

Id.

B. Barney's Participation in the Bankruptcy Case

15. Barney appeared early in the Bankruptcy Case as well, filing an appearance on July 15, 2025. *See* Doc. No. 179. Thereafter, Barney's counsel appeared frequently at hearings in the Bankruptcy Case related to DIP financing and other critical matters.

16. On August 1, 2025, Barney filed an objection to the Disclosure Statement filed by the Debtors [Doc. No. 285] (the "Barney Disclosure Statement Objection"). In the Barney Disclosure Statement Objection, Barney described the interests of himself and his trust as follows:

> Barney is a plaintiff in litigation pending in the Superior Court of the State of California for the County of Orange (the "State Court Litigation"). . . In the State Court Litigation, Barney asserts ten causes of action against [HGE] and six individuals, including Ramandeep Girn (and his wife Rebecca – the "Girns"), the former president, director, CEO, and one of the shareholders of HGE. The claims of Barney include allegations that Girn and other individual defendants systematically stripped Leport Educational Institute (LPI) of its assets, recruited its teachers and students, and took the goodwill built up by the LPI. HGE was the entity used by the individuals to be the vehicle to utilize this property, relationships, and goodwill. Barney seeks to recover in excess of $30 million from the Defendants in the State Court Litigation.

Barney Disclosure Statement Objection at ¶ 3.

17. The basis of the Barney Disclosure Statement Objection was that the Disclosure Statement did not provide adequate information on several different alleged grounds.

18. Barney eventually withdrew his Disclosure Statement Objection. *See* Doc. No. 547.

19. Barney also filed an objection in the Bankruptcy Case to the Debtors' *Motion to Assume the Restructuring Support Agreement* [Doc. No. 309]. Following objections filed by other parties, including the U.S. Trustee, and further negotiations, the Debtors subsequently withdrew the motion. [Doc. No. 456].

20. On August 5, 2025, Barney filed a proof of claim in the Bankruptcy Case. Claim No. 298 (the "Barney Proof of Claim"). The Barney Proof of Claim did not include an amount and was filed as an "unliquidated" general unsecured claim related to the claims referenced in the Barney Disclosure Statement Objection.

21. Barney did not object to confirmation of the Plan or the entry the Confirmation Order.

C. The California Lawsuit

22. On May 13, 2026, well after the Plan's Effective Date, Barney filed suit against certain parties including GGE (the "California Complaint") in the Superior Court of the State of California, Orange County. A copy of the California Complaint is attached hereto as **Exhibit A**. Barney brought the suit in his individual capacity, as trustee of the Carl Barney Living Trust, and derivatively on behalf of Leport Educational Institute, Inc.

23. The California Complaint asserts claims based on the identical claims described in the Barney Disclosure Statement Objection and in the Barney Proof of Claim. The California Complaint does not mention the Bankruptcy Case, this Court, or the Plan Injunction.

24. On June 17, 2026, the undersigned counsel for GGE sent Barney's counsel a letter advising that the California Complaint was in violation of this Court's Confirmation Order and should be withdrawn immediately. The letter further states that if the complaint is not withdrawn, GGE will seek emergency relief to enforce the terms of the Confirmation Order and further will seek GGE's costs for being forced to seek such relief. Barney did not withdraw the complaint. Rather, Barney's counsel sought to have GGE provide additional support for why Barney's claims are enjoined. Given the upcoming deadline to file an answer to the California Complaint, given the plain language of the Plan, given Barney's active participation in the Bankruptcy Case, and given the fact that the Plan requires Barney (not GGE) to justify to this Court why its claims should be permitted to go forward in the California court, GGE determined that further discussions with Barney's counsel was not a useful use of time or resources.

RELIEF REQUESTED AND BASES THERFOR

25. Despite the explicit terms of the Plan and Confirmation Order, and despite bringing claims against GGE that were clearly released in the Plan, Barney did not seek authority from this Bankruptcy Court before filing the California Complaint. As such, the California Complaint was in direct violation to an order of this Court and is nothing more than an attempt to collaterally attack the Confirmation Order. The Fifth Circuit has recognized that such collateral attacks are not permitted and must fail. *See Eubanks v. FDIC*, 977 F.2d 166, 170 (5th Cir. 1992) ("[A] bankruptcy court's order confirming a plan of reorganization is given the same effect as a district court's judgment on the merits for claim preclusion purposes.").

26. It is without question that bankruptcy courts lawfully retain jurisdiction to enforce their orders, including orders confirming plans of reorganization. *See* Bankruptcy Code section 105(a) (authorizing the Court to enter any order "necessary or appropriate to carry out the

provisions of this title."); *see also In re U.S. Brass Corp.*, 301 F.3d 296, 304-05 (5th Cir. 2002) (citing the *Craig's Store of Texas, Inc.* standard that a bankruptcy court's post-confirmation jurisdiction is limited, but allows for the entry of orders "pertaining to the implementation or execution of the plan."). Here, GGE requests that the Court exercise its jurisdiction to further the intention of the Plan and Confirmation Order, which were (in part) entered to enjoin exactly the type of actions being taken by Barney.

27. It is further well-recognized that bankruptcy courts have authority under Bankruptcy Code section 105(a) and under the court's inherent equitable power to impose sanctions for violating the terms of confirmed plan, including granting costs. *See In re Fieldwood Energy LLC*, No. 20-33948, 2024 WL 4173048, at *16 (Bankr. S.D. Tex. Sept. 12, 2024) (holding that the court had the power to sanction improper conduct, including violating the terms of a plan injunction). In *Fieldwood*, Judge Isgur cited to the elements set forth in *Taggart v. Lorenzen*, 587 U.S. 554 (2019) permitting sanctions where: "(1) the party violated a definitive and specific order of the court requiring him to . . . refrain from performing . . . particular . . . acts; (2) the party did so with knowledge of the court's order; and (3) there is no fair ground of doubt as to whether the order barred the party's conduct." Id. at *17 (quoting *Taggart*, 587 U.S. at 561)); *see also In re Terrebonne Fuel & Lube, Inc.*, 108 F.3d 609, 613 (5th Cir. 1997) (holding that bankruptcy courts have the "power to conduct civil contempt proceedings and [to] issues orders in accordance with the outcome of those proceedings . . . .").

28. Here, each of the Taggart elements have been met. Barney violated the Plan Injunction by failing to seek relief from this Court before filing the California Complaint. Barney, as an active participant in the Bankruptcy Case, knew about the Court's Confirmation Order. Finally, the Plan Injunction language is unambiguous. Moreover, the fact that the California

Complaint is based on the identical issues in Barney's Disclosure Statement Objection and in his proof of claim demonstrates that there is no room for doubt that Barney came within the purview of the Plan Injunction's requirement to bring a colorable claim first to this Court.

29. For the foregoing reasons, the Court should enter an order, substantially in the form of the proposed order attached hereto, requiring Barney to dismiss the California Complaint and further sanctioning Barney for the willful violation of this Court's order by requiring Barney to pay GGE's costs associated with filing and prosecuting this Motion.

WHEREFORE, GGE requests that the Court entered an order (i) granting this Motion; (ii) requiring Barney to dismiss the California Complaint; (iii) granting GGE its costs associated with filing and prosecuting this Motion; and (iv) granting such other and further relief to which GGE may be justly entitled.

Dated: July 23, 2026

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CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that, as set before above, he contacted counsel for Barney in writing prior to the filing of this Motion to demand withdraw of the California Complaint. In addition, on July 22, 2026, the undersigned contacted counsel for Barney regarding an emergency setting of the Motion. Counsel for Barney did not respond regarding the emergency setting prior to the filing of this Motion.

/s/ Jason Binford
Jason Binford

CERTIFICATE OF SERVICE

I certify that on July 23, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas and on the parties appearing below and on the attached service list via electronic mail, where available, and U.S. First Class Mail where email is unavailable.

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EXHIBIT A

Electronically Filed by Superior Court of California, County of Orange, 05/13/2026 01:19:35 PM.
30-2026-01571029-CU-MC-CJC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By J. Garay, Deputy Clerk.

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CARL B. BARNEY, INDIVIDUALLY, AS TRUSTEE OF THE CARL BARNEY LIVING TRUST, AND DERIVATIVELY ON BEHALF OF LEPORT EDUCATIONAL INSTITUTE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CARL B. BARNEY, individually, as Trustee of the Carl Barney Living Trust, and derivatively on behalf of LEPORT EDUCATIONAL INSTITUTE, INC., a California corporation,

Plaintiff,

vs.

LEARN CAPITAL, LLC, a Delaware limited liability company; GUIDEPOST GLOBAL EDUCATION, INC., a Delaware corporation; GREG MAURO, an individual; ROB HUTTER, an individual; LEPORT EDUCATIONAL INSTITUTE, INC., a California corporation as a nominal defendant; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2026-01571029-CU-MC-CJC

PLAINTIFF'S COMPLAINT FOR DAMAGES:

1) CIVIL RICO (18 U.S.C. § 1962)
2) ACTUAL INTENT TO HINDER, DELAY, OR DEFRAUD A CREDITOR
3) CONSTRUCTIVE FRAUDULENT TRANSFER – INSOLVENCY
4) CONVERSION
5) RECEIVING AND WITHHOLDING STOLEN PROPERTY (Cal. Pen. Code § 496)
6) UNFAIR BUSINESS PRACTICES (Cal. Bus. & Prof. Code § 17200 et seq.)

DEMAND FOR JURY TRIAL

Assigned for All Purposes
Judge Lee Gabriel

Plaintiff Carl Barney, individually and as Trustee of the Carl Barney Living Trust, as well as derivatively as a shareholder on behalf of LePort Educational Institute, Inc. ("LEI") ("Mr. Barney"), hereby alleges as follows:

PARTIES

1. Mr. Barney is a resident of California and has a duly formed and maintained living trust known as the Carl Barney Living Trust ("Trust"). Mr. Barney is authorized to bring this action on

behalf of the Trust as its Trustee under the terms of the Trust. The Trust is a shareholder of LePort Educational Institute, Inc. ("LEI"), a California corporation that no longer has assets, and owns over three million shares of its stock. LEI's then officers assigned to Mr. Barney's Trust all of its assignable rights, claims, and interests against and involving the below-defined Defendants. LEI's then officers authorized Mr. Barney to pursue LEI's claims directly in his name on behalf of LEI.

2. The assignment agreement was expressly and impliedly ratified by several parties for several years thereafter, and Mr. Barney exercised apparent authority in pursuing claims under the assignment agreement. All parties are equitably estopped from claiming otherwise. The assignment agreement indicates that any action arising out of that agreement shall be filed in Orange County Superior Court.

3. Mr. Barney, through his Trust, thus sues in his own capacity and as the legal and beneficial owner, assignee, and transferee, of the claims, as well as derivatively on behalf of LEI as a shareholder.

4. Upon information and belief, Defendant Learn Capital, LLC ("Learn Capital") was at all relevant times a limited liability company formed in the State of Delaware with its principal places of business at first in the State of California and later in the State of Texas. At key relevant times, Learn Capital operated in the County of Orange, California. Defendant was and is a traditional venture capital fund in the sector of human capital development, including education.

5. Upon information and belief, defendant Guidepost Global Education, Inc. ("GGE") was at all times a corporation formed in the State of Delaware with a principal place of business in the State of Texas. Upon information and belief, GGE was formed by Learn Capital and its founder, Defendant Greg Mauro ("Mauro"), in the spring of 2025 to carry out the racketeering scheme alleged below. As part of the scheme, GGE also gave Ramandeep Girn ("Ray Girn") an interest in GGE with a right to convert into priority equity in the event of a sale of schools or assets.

6. Upon information and belief, Mauro was a resident of California, County of Orange, at key relevant times. Mauro founded Learn Capital in 2008 with Defendant Rob Hutter ("Hutter") and owned and operated Learn Capital at all relevant times. Mauro and Hutter were the founders, owners, and operators of GGE at all relevant times.

7. Nominal defendant LEI is, and at all relevant times was, a corporation organized and existing under the laws of the State of California. LEI is named in this action as a nominal defendant solely in a derivative capacity, and the derivative portions of this action are brought on its behalf.

8. Learn Capital, GGE, Mauro, and Hutter and the below defined DOES 1-100 shall be referred to herein collectively as "Defendants."

9. Mr. Barney alleges upon information and belief that at all relevant times each named and unnamed Defendants were the agents and/or employees of the other co-Defendants, and at all times each of the Defendants was acting within the purpose and scope of such agency and/or employment and with the permission and consent of the other co-Defendants with knowledge, authorization, consent, and/or subsequent ratification and approval of each. Mr. Barney is further informed and believes that each of the named and unnamed Defendants knowingly and willfully conspired and agreed among each other to deprive Mr. Barney of his rights and to cause the damages described below.

10. Mr. Barney is further informed and believes that at all relevant times each wrongful act by Defendants were done in furtherance of a common design, plan, and scheme, and that the wrongs and breaches alleged were accomplished by means of a carefully constructed and planned conspiracy between Defendants.

11. Mr. Barney is ignorant of the true names and capacities of the Defendants sued herein as DOES 1-100, inclusive, and therefore Mr. Barney sues those Defendants under such fictitious names. Mr. Barney alleges upon information and belief that each of the fictitiously named Defendants are responsible in some manner for the actions or omissions alleged below. Mr. Barney will amend this Complaint when the true identifies of any DOES are ascertained.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendants because Defendants committed the wrongful acts alleged in this Complaint in the County of Orange, ultimately defrauding and destroying an Orange County company, LEI, to which Mr. Barney was a significant investor, shareholder, and assignee of legal claims. The assignment agreement also indicates that any such lawsuit shall be filed in Orange County. The amount in controversy exceeds the jurisdictional minimum of this Court.

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FUTILITY OF DEMAND

13. Mr. Barney was not (and is not) obligated to make a demand upon LEI's board of directors to pursue this lawsuit derivatively because making such a demand would have been (and is) futile. Mr. Barney has been pursuing the sole remaining officer and board director and member of LEI, Peter LePort ("LePort"), in multiple separate lawsuits for unrelated conduct, including improper conduct relating to self-dealing at LEI. Mr. Barney has previously sought corporate records from LEI which LePort has refused to provide to him, even though Mr. Barney has an absolute right to them under the California Corporations Code. LePort has also effectively sided with the below-defined Girns in defending these claims and has improperly ceded LEI's rights to the Girns and others on several occasions. LePort has also tried to hire counsel to wrest control of other litigation that Mr. Barney is defending for LEI through counsel of his choosing. LePort has also failed and refused for several years now to conduct requirement meetings of the board of directors and shareholders of LEI, despite Mr. Barney's demands, and has refused to account to Mr. Barney in violation of his duties.

14. Because of LePort's foregoing misconduct, actions, and refusal to act in the best interests of LEI, LePort has effectively deprived LEI of the internal controls and systems for management compliance necessary to help detect, deter, and ultimately prevent the improper conduct at issue in this action. LePort faces substantial risk of liability for his own breaches of fiduciary duty, among other things, rendering him unable to fairly and objectively evaluate a pre-suit demand. Thus, demand on LEI is (and has always been) futile, and that obligation is therefore excused as a matter of law.

FACTS

15. For years, Mr. Barney has been pursuing Higher Ground Education, Inc., a Delaware corporation ("HGE"), and its former officers, Ray and Rebecca Girn (the "Girns"), as a plaintiff in a lawsuit in Orange County Superior Court entitled *Carl Barney v. Lukas Pieter, et al.,* Case No. 30-2018-01006531 (the "Girn Lawsuit"). On June 17, 2025, HGE filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Northern District of Texas, Case No. 8:25-bk-80121 (the "HGE Bankruptcy Proceeding"). The Girn Lawsuit was stayed as to HGE pending the HGE Bankruptcy Proceeding.

16. The Girn Lawsuit involves business tort and fraud claims against the Girns and HGE for their destruction of LEI. Indeed, the Girns were former officers of LEI and absconded with LEI's entire executive team, trade secrets, and business opportunities, including startup funding from Learn Capital, to demolish LEI and form HGE in the spring of 2016. HGE proceeded to take many schools from LEI, including seven schools in Northern Virginia (the "NOVA Schools")[1] in 2019, for no money due to their prior destruction of LEI after they left the company.

17. Learn Capital was a third-party investor purportedly considering investing in LEI. In November 2015, Learn Capital provided a term sheet for investing in LEI but did not engage in any meaningful due diligence efforts despite LEI outreach. The Girn Lawsuit alleges that the Girns diverted Learn Capital funding for LEI to initial startup funding for HGE, but Mr. Barney did not know of or accuse Learn Capital of any wrongdoing. Through the HGE Bankruptcy Proceeding, and specifically the depositions of Mauro under FRCP Rule 30(b)(6) and Ray Girn, Mr. Barney only recently discovered that Learn Capital was not an innocent party and that its racketeering scheme has materialized and been revealed in 2025.

18. From November 2015 through February 2016, Learn Capital, Mauro, and Hutter conspired to steal LEI's schools, executives, and promote Ray Girn's vision to split from LEI and form HGE, for which it provided startup funding. Mauro was a parent of a child enrolled at LEI and met Ray Girn at LEI where they discussed this scheme. Upon information and belief, Learn Capital feigned interest in investing in LEI to provide leverage for Ray Girn to make his "play for control" of LEI, overleverage LEI with schools it could not afford without Learn Capital, and, ultimately, take the executives and LEI information and opportunities to start HGE. This destroyed LEI and is the subject of the Girn Lawsuit.

19. Upon information and belief, Mr. Barney discovered that Learn Capital fraudulently used the Girns as pawns from the beginning and became a majority equity holder in HGE and had a majority of HGE's board of directors, with both Mauro and Hutter sitting on HGE's board for nearly 10 years—the entirety of its existence through the HGE Bankruptcy Proceeding. Learn Capital presided over the

[1] These NOVA Schools were purchased in late 2015, by the Girns for LEI, when they knew that LEI could not afford them without Learn Capital funding and that HGE would eventually purchase them "for a song" in 2019 after LEI's demise.

growth of HGE to over 100 Montessori schools, at Ray Girn's direction, knowing that Ray Girn's plan was unsustainable. Learn Capital knew Ray Girn's vision and plan was unsustainable because it personally witnessed LEI's collapse under the same vision and quest for control of LEI.

20. Learn Capital was well-aware of Mr. Barney's ownership interest in LEI throughout its operation of HGE, knowing that Mr. Barney is a creditor and would be a huge liability for HGE due to the misconduct and exposure created by the Girns during their time at LEI, to the tune of $24,000,000 or more. Upon information and belief, in 2025, Learn Capital, and specifically Mauro and Hutter, conspired to have HGE fraudulently sell its schools—some of which were stolen from LEI originally—to a brand new entity it created, GGE. Learn Capital and Mauro founded, owned, and operated GGE.

21. Upon information and belief, Ray Girn objected to this plan and resigned from his position as CEO of HGE in February of 2025. Ray Girn had proposed other exit plans, namely, that he create a "management company" of which he would hold the equity and then have a licensing arrangement for HGE's schools. Notably, this is the same type of scheme Ray Girn engaged in with LEI before its demise. Learn Capital was well-aware of Ray Girn's scheming and incompetence and rejected his alternative.

22. Upon information and belief, Learn Capital fraudulently transferred around 80 of HGE's schools to its new entity, GGE, and entered into fraudulent transfer arrangements for GGE to hire the same executives that had fled LEI with Ray Girn. Simply put, Defendants engaged in a series of fraudulent sales to avoid foreclosures on its schools after Ray Girn's mismanagement. After the fraudulent transfers were completed and the schools were now GGE's assets, and HGE's executives were now GGE's executives, Learn Capital had HGE file for Chapter 11 bankruptcy in the HGE Bankruptcy Proceeding, discussed above, to discharge all liability, including any liability from Mr. Barney, who is HGE's largest creditor.

23. To avoid this lawsuit and the ire of Mr. Barney, around the time of the HGE Bankruptcy Proceeding, upon information and belief, Defendants attempted to resolve all claims with Ray Girn and conceal Ray Girn's granted equity interest in GGE. Defendants attempted to purchase Ray Girn's loyalty for the HGE Bankruptcy Proceeding and silence the Girns on these issues. Defendants did so to

try to avoid Mr. Barney from having standing to pursue them under the assignment agreement, to no avail.

24. Mr. Barney, through LEI, has been damaged significantly through Defendants' long-term racketeering scheme of fraud ranging from November 2015 through the present date. Mr. Barney, through LEI, has also been damaged significantly due to Defendants' intentional and fraudulent transfers of assets, information, and executives from HGE to GGE prior to the HGE Bankruptcy Proceeding. Upon information and belief, Defendants did this to stay the Girn Lawsuit, delay any judgment against HGE, and defraud Mr. Barney as a creditor.

FIRST CAUSE OF ACTION

(For RICO (18 U.S.C. § 1962) Against All Defendants and DOES 1-100)

25. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as thought fully set forth in this cause of action.

26. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Defendants conspired to and did receive assets and executives from HGE, which previously were from LEI, through the pattern of racketeering activity as described in depth above.

27. Defendants engaged in a series of instances of racketeering by fraudulently engaging with LEI to give leverage to the Girns to exit with LEI's assets, information, and executives to HGE, which it then controlled. Then, Defendants fraudulently transferred around 80 schools and HGE's executives and information to GGE, an entity Learn Capital created in 2025 for the sole purpose of this theft, prior to filing the HGE Bankruptcy Proceeding. Defendants defrauded the creditors, including school parents, Montessori school landlords, and Mr. Barney, and fraudulently concealed Ray Girn's interest in GGE to avoid this lawsuit.

28. Mr. Barney alleges further upon information and belief that Defendants used all of these fraudulently obtained assets and human capital to operate GGE, an enterprise that is engaged in interstate and foreign commerce through their services and Montessori school education.

29. As a direct and proximate result of the wrongful actions and inactions of Defendants, Mr. Barney alleges upon information and belief that he and LEI have been damaged in at least the sum of $24,000,000, with the exact amount to be proven at time of trial.

30. Defendants are also liable to Mr. Barney and LEI not only for treble damages pursuant to 18 U.S.C. § 1964(c), but also for reasonable attorneys' fees and costs upon prevailing on this claim at trial.

31. In addition, Mr. Barney seeks equitable relief under 18 U.S.C. § 1964(a) for an order for Learn Capital to divest itself of any interest in GGE, to impose reasonable restrictions on the future activities of Defendants, and for a dissolution or reorganization of GGE, making due provision for the rights of innocent citizens.

SECOND CAUSE OF ACTION

(For Actual Intent to Hinder, Delay, or Defraud a Creditor (Civ. Code § 3439.01(a)(1)) Against All Defendants and DOES 1-100)

32. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as though fully set forth in this cause of action.

33. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Mr. Barney was harmed because Defendants fraudulently transferred assets, executives, and information from HGE to GGE prior to filing Chapter 11 bankruptcy in order to avoid paying a debt to Mr. Barney as a result of the Girn Lawsuit and to make it more difficult for creditors to collect payment in the HGE Bankruptcy.

34. Mr. Barney has a right to payment from HGE in the amount of $24,000,000 or more, as stated in the HGE Bankruptcy and also depending upon the upcoming judgment in the Girn Lawsuit, and upon information and belief Defendants had HGE transfer its assets, executives, and information (some of which were formerly LEI's) to GGE and with the intent to hinder, delay, or defraud Mr. Barney and other creditors.

35. Mr. Barney was harmed and, as discussed above, Defendants' conduct was a substantial factor in causing Mr. Barney's harm.

36. In acting or failing to act as described above, Defendants acted with oppression, fraud, and malice, and thus Mr. Barney is entitled to an award of punitive damages for the sake of example and by way of punishment.

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THIRD CAUSE OF ACTION

(For Constructive Fraudulent Transfer – Insolvency (Civ. Code § 3439.05) Against All Defendants and DOES 1-100)

37. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as though fully set forth in this cause of action.

38. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Mr. Barney was harmed because Defendants fraudulently transferred assets, executives, and information from HGE to GGE prior to filing Chapter 11 bankruptcy and was and is unable to pay Mr. Barney that was owed.

39. Mr. Barney has a right to payment from HGE in the amount of $24,000,000 or more, as stated in the HGE Bankruptcy and also depending upon the upcoming judgment in the Girn Lawsuit, and upon information and belief Defendants had HGE transfer its assets, executives, and information (some of which were formerly LEI's) to GGE.

40. Mr. Barney alleges upon information and belief that HGE did not receive a reasonably equivalent value in exchange for the transfer of its assets, executives, and information to Defendants and, specifically, to GGE. Mr. Barney's right to payment from HGE arose before these transfers, and Mr. Barney alleges upon information and belief that HGE became insolvent as a result of these transfers.

41. Mr. Barney was harmed and, as discussed above, Defendants' conduct was a substantial factor in causing Mr. Barney's harm.

42. In acting or failing to act as described above, Defendants acted with oppression, fraud, and malice, and thus Mr. Barney is entitled to an award of punitive damages for the sake of example and by way of punishment.

FOURTH CAUSE OF ACTION

(For Conversion Against All Defendants and DOES 1-100)

43. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as though fully set forth in this cause of action.

44. At all relevant times, LEI owned and had a right to possess its own property and assets, including without limitation its schools and other capital discussed above. At all relevant times,

Defendants were aware, agreed, and intended to commit the wrongful acts discussed above to take LEI's property.

45. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Defendant intentionally and substantially interfered with LEI's property in many ways, including without limitation taking LEI's assets, information, and executives to HGE. Then, Defendants fraudulently transferred around 80 schools and HGE's executives and information to GGE, an entity Learn Capital created in 2025.

46. Accordingly, Defendants wrongfully and fraudulently exerted personal control over LEI's property. In so doing, Defendants' conduct was a substantial factor in causing harm to LEI's business, finances, and reputation. Neither Mr. Barney nor LEI provided informed consent to Defendants' above-described conduct.

47. As a direct and proximate result of the wrongful actions and inactions of Defendants, Mr. Barney alleges upon information and belief that LEI has been damaged in at least the sum of $24,000,000, with the exact amount to be proven at time of trial.

48. In acting or failing to act as described above, Defendants acted with oppression, fraud, and malice, and thus Mr. Barney and LEI are entitled to an award of punitive damages for the sake of example and by way of punishment.

FIFTH CAUSE OF ACTION

(For Receiving and Withholding Stolen Property (Penal Code § 496) Against All Defendants and DOES 1-100)

49. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as though fully set forth in this cause of action.

50. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Defendants willfully received and withheld LEI's property knowing that these items were fraudulently and illegally obtained.

51. As a result, Defendants' possession of LEI's property constitutes the receipt of stolen property, as defined by Penal Code section 496(a).

52. Accordingly, Defendants are jointly and severally liable to Mr. Barney and LEI for treble damages pursuant to Penal Code section 496(c). Further, Penal Code section 496(c) entitles Mr. Barney to reasonable attorneys' fees and costs upon prevailing in this action against Defendants.

SIXTH CAUSE OF ACTION

(For Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.) Against All Defendants and DOES 1-100)

53. Mr. Barney repeats and incorporates by reference into this cause of action the allegations set forth above as though fully set forth in this case of action.

54. In acting or failing to act as described above, Mr. Barney alleges upon information and belief that Defendants engaged in unfair and/or fraudulent business practices as defined by Business and Professions Code section 17200 et seq.

55. The unfair business practices include all the above-described wrongful conduct, including fraudulently engaging with LEI to give leverage to the Girns to exit with LEI's assets, information, and executives to HGE, which it then controlled. It also includes Defendants' fraudulent transfer around 80 schools and HGE's executives and information to GGE, an entity Learn Capital created in 2025 for the sole purpose of this theft, prior to filing the HGE Bankruptcy Proceeding. Defendants defrauded the creditors, including school parents, Montessori school landlords, and Mr. Barney, and fraudulently concealed Ray Girn's interest in GGE to avoid this lawsuit.

56. As a direct and proximate result of the wrongful actions and inactions of Defendnats, Mr. Barney alleges upon information and belief that Mr. Barney has been damaged in at least the sum of $24,000,000, with the exact amount to be proven at time of trial.

57. Mr. Barney is also entitled to injunctive relief to enjoin Defendants from continuing these unfair business practices, as well as restitution under Business and Professions Code section 17203. Mr. Barney is further entitled to reasonable attorneys' fees and costs under Code of Civil Procedure section 1021.5.

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WHEREFORE, Plaintiff respectfully prays for relief as follows:

1. For general, special, compensatory, and/or consequential damages and lost profits in excess of the jurisdictional minimum of this Court, with the exact amount to be proven at time of trial;

2. For pre-judgment interest at the maximum legal rate in an amount to be proven at time of trial;

3. For treble damages under 18 U.S.C. § 1964(c);

4. For an order under 18 U.S.C. § 1964(a) for Learn Capital to divest itself of any interest in GGE, to impose reasonable restrictions on the future activities of Defendants, and for a dissolution or reorganization of GGE, making due provision for the rights of innocent citizens;

5. For an order to enjoin Defendants from continuing these unfair business practices, as well as restitution under Business and Professions Code section 17203.

6. For punitive damages according to proof;

7. For further restitution and injunctive relief;

8. For reasonable attorneys' fees and costs; and

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

DATED: May 13, 2026

JACKSON LEWIS P.C.

By: _____

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Attorneys for Plaintiffs
CARL B. BARNEY, INDIVIDUALLY, AS TRUSTEE OF THE CARL BARNEY LIVING TRUST, AND DERIVATIVELY ON BEHALF OF LEPORT EDUCATIONAL INSTITUTE, INC.

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

In re:	§	Chapter 11
Higher Ground Education, Inc.,[1]	§	Case No. 25-80121-11 (MVL)
Reorganized Debtor.	§	

ORDER GRANTING GUIDEPOST GLOBAL EDUCATION, INC.'S EMERGENCY MOTION TO ENFORCE THE PLAN OF REORGANIZATION AGAINST CALIFORNIA PLAINTIFFS

This Court having considered the *Emergency Motion to Enforce the Plan of Reorganization Against California Plaintiffs* (the "Motion") filed by Guidepost Global Education, Inc. ("GGE"); and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having reviewed and considered the Motion, and relief requested therein, any objections thereto,

[1] The last four digits of the Reorganized Debtor's federal tax identification number are 7265. A complete list of each of the Reorganized Debtors whose claims are being administered in this Chapter 11 case may be obtained on the website of the Reorganized Debtors' claims and noticing agent at https://www.veritasglobal.net/higherground.

and statements of counsel and the evidence presented in support of the relief requested by GGE; and that adequate notice of the Motion having been provided in accordance with the Bankruptcy Code[2] and Bankruptcy Rules; and that the Court has jurisdiction to consider the Motion and after due deliberation thereon; and it further appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and good and sufficient cause otherwise appearing therefor;

IT IS HERBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth in this Order.

2. Barney is hereby ordered to dismiss the California Complaint with prejudice and to refrain from litigating any such claims without further order of this Court.

3. GGE is hereby awarded its fees related to the preparation, filing, and prosecution of the Motion.

4. GGE shall, no later than seven (7) days following the entry of this Order, file a notice (the "Notice") in the Bankruptcy Case including fee statements related to the filing and prosecution of the Motion.

5. Barney shall pay GGE such amounts set forth in the Notice no later than seven (7) days following the filing of the notice, absent further order of this Court.

 # # # End of Order # # #

Submitted by:

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[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.