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

In Re:	§	
	§	
	§	
HIGHER GROUND EDUCATION, INC., et al.	§	Case No. 25-80121-11 (MVL)
	§	
	§	Chapter 11
Debtors.	§	
	§	
	§	

CARL BARNEY'S MOTION TO ALLOW THE CALIFORNIA ACTION TO PROCEED AGAINST NON-DEBTOR DEFENDANTS

Carl Barney, individually, as Trustee of the Carl Barney Living Trust, and derivatively on behalf of LePort Educational Institute, Inc. ("***LEI***")(collectively "***Barney***"), moves for entry of an order determining that the action pending in the Superior Court of California, County of Orange, styled Carl B. Barney v. Learn Capital, LLC, et al., Case No. 30-2026-01571029-CU-MC-CJC (the "***California Action***"), may proceed against the non-debtor defendants, and that the plan injunction does not prohibit Barney's continued prosecution of the California Action. In support, Barney states as follows:

I. INTRODUCTION

1. The California Action is directed at Learn Capital, LLC ("***Learn Capital***"), Guidepost Global Education, Inc. ("***GGE***"), Greg Mauro, and Rob Hutter (altogether the "***Defendants***"), none of whom is identified in the complaint as a debtor in these chapter 11 cases. LEI is named only as a nominal plaintiff in connection with Barney's assertion of derivative claims.

2. The California Action alleges that the non-debtor Defendants committed wrongful acts, including racketeering activity, fraudulent transfers, conversion, receipt and withholding of stolen property, and unfair business practices. It seeks relief from those Defendants based on their alleged conduct, which caused direct monetary injury to Barney.

3. The California Action does not seek a distribution from the Debtors, execution against property of the bankruptcy estates, modification of the confirmed plan, or disruption of distributions under the plan.

4. To the extent any party contends otherwise, Barney requests a determination clarifying the scope of the confirmed plan and authorizing the California Action to proceed.

5. This Court previously ruled that Barney must comply with the gatekeeping procedures contained within the Confirmed Plan. Barney submits this Motion in accordance with that ruling.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 and retains jurisdiction to interpret and enforce its confirmation order and the confirmed plan. This is a core proceeding under 28 U.S.C. § 157(b)(2).

7. Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

8. The statutory predicates for the relief requested include 11 U.S.C. §§ 105(a), and 1141, Federal Rule of Bankruptcy Procedure 9014, and the Court's inherent authority to interpret and enforce its own orders.

9. This motion does not concede that the bankruptcy court has jurisdiction to adjudicate the merits of Barney's California state-law claims or that those claims must be litigated in this Court. Barney reserves all rights concerning subject-matter jurisdiction, personal jurisdiction, venue, abstention, remand, and the right to a jury trial.

III. FACTUAL BACKGROUND

10. In July of 2018, Barney filed a lawsuit against Lukas Pieter, Peter Leport, M.D., Monica Leport, Francisco Leport, Ramandeep Girn, Rebecca Girn, and Higher Ground Education, Inc. ("***HGE***") under Case No. 30-2018-01006531-CU-FR-CJC in the Superior Court for the State of California, Orange County (the "***Pre-Petition Action***"). HGE has been dismissed as a defendant in the Pre-Petition Action and Barney is proceeding against the remaining defendants.[1]

11. On June 17, 2025, Debtor Higher Ground Education, Inc. (together with its filing subsidiaries, the "***Debtors***") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court.

12. 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***").

13. On November 4, 2025, Barney timely submitted a ballot and voted to reject the Plan and specifically exercised his right to opt-out of the Third-Party Releases.

14. On November 20, 2025, the Debtors and the Committee filed a *Modified Amended Second Joint Plan of Reorganization of Higher Ground Education, Inc., Its Affiliated Debtors and*

[1] Barney filed a proof of claim in this bankruptcy case for $30,000,000.00 plus exemplary damages (Claim Number 289), based upon alleged damages caused by the Debtor. No party-in-interest has filed an objection to Barney's proof of claim.

the Official Committee of Unsecured Creditors [Doc. No. 649] (the "***Plan***"). 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***").

15. Specifically, Section 10.5 of the Plan (the "***Plan Injunction***") states that:

> 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 relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article 10.2, Article 10.3, Article 10.4, and Article 10.5 hereof, 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 applicable. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

16. Barney has not released any of his claims against non-debtor, third-party, remaining defendants in the California Action.

17. On May 13, 2026, Barney filed the California Action as a new lawsuit (the "***Complaint***") against Learn Capital LLC, GGE, Greg Mauro, Rob Hutter, and Leport Educational Institute Inc. The California Action is different from the Pre-Petition Action because it asserts different claims against different defendants. None of the named defendants in the Pre-Petition Action are named as defendants in the California Action. A copy of the Complaint is attached hereto as **Exhibit A**.

18. On July 23, 2026, GGE filed its Emergency Motion to Enforce the Plan ("***Emergency Motion***") [Docket No. 916].

19. On July 24, 2026, Barney filed his response opposed to the request for an expedited hearing (the "***Response***") [Docket No. 918]. Barney incorporates by reference in full the arguments and authorities contained within his Response, as if fully set forth herein.

20. On August 24, 2026, Barney filed his Objection to GGE's Emergency Motion ("***Objection***") [Docket No. 920]. Barney incorporates by reference in full the arguments and authorities contained within his Objection, as if fully set forth herein.

21. On September 1, 2026, this Court held a hearing on the Emergency Motion and entered an Order granting GGE's Emergency Motion ("***Order Enforcing Plan***") [Docket No. 935]. The Court granted Barney fourteen days to file a motion in this Court for a determination of whether, and to what extent, the causes of actions in the California Action may proceed.

22. The Complaint alleges that the non-Debtor Defendants participated in conduct beginning in 2015 involving a fraudulent scheme to steal LEI's schools, executives, business information, and opportunities.

23. The Complaint further alleges that, in 2025, the Defendants conspired to cause the further transfer of approximately 80 schools and related assets, information, and personnel to newly formed GGE before HGE commenced its bankruptcy proceedings.

24. The asserted causes of action in the Complaint are: (a) civil RICO under 18 U.S.C. § 1962; (b) actual-intent fraudulent transfer under California Civil Code § 3439.04(a)(1); (c) constructive fraudulent transfer under California Civil Code § 3439.05; (d) conversion; (e) receipt and withholding of stolen property under California Penal Code § 496; and (f) unfair business practices under California Business and Professions Code § 17200 et seq.

25. The proposed claims are colorable because they are supported by specific factual allegations, recognized causes of action, and evidence identified in the Complaint. They are neither frivolous nor asserted for any improper purpose.

26. The Complaint seeks monetary damages and equitable relief against the named non-debtor Defendants. Importantly, it does not seek a return or recovery of any real or personal property. Barney does not, through this Motion, request authority to pursue any Debtor, recover from estate property, or interfere with administration or consummation of the confirmed Plan.

IV. ARGUMENT

A. The Plan Injunction Does Not Protect Non-Debtor Defendants from Claims Based on Their Independent Conduct.

27. The mere possibility that facts developed in the California Action may overlap with facts relevant to the bankruptcy cases does not convert claims against non-debtors into claims against the Debtors. Nor does a non-debtor's alleged contractual, ownership, indemnity, or litigation relationship with a Debtor automatically implicate the Plan Injunction.

28. Because the California Action seeks to adjudicate liability on non-debtors for damages caused solely to Barney based on the Defendant's alleged wrongful conduct, and because Barney is not seeking and will not execute against estate property, the Plan Injunction does not bar the California Action.

B. No Discharge of Independent Liabilities of Non-Debtors.

29. Section 524(e) provides that discharge of a debtor does not affect the liability of another entity for the same debt. Consistent with that rule, confirmation cannot operate as an implied discharge of independent claims against non-debtor parties.

30. Any release or injunction invoked by GGE or another non-debtor must be established by clear plan and confirmation-order language and applied only within its lawful scope. The Plan includes GGE as a "Released Party." Following the Plan Injunction language quoted above, Barney must obtain this Court's approval to continue prosecuting the California Action which is currently stayed against GGE and Learn Capital. Thus, Barney requests this Court to

analyze his claims asserted in the California Action against non-debtor Defendants and determine if such claims are colorable and allow such claims to proceed in California state court.

C. The California Action Asserts Claims Based on Alleged Independent and Newly Discovered Misconduct.

31. The Complaint alleges that Barney learned material facts concerning Learn Capital's alleged role and GGE's involvement through discovery and testimony obtained in connection with the HGE bankruptcy proceedings. Those allegations concern the non-debtor Defendants' own conduct and present claim-ownership, accrual, and merits questions that have not been adjudicated in these cases.

32. Whether the Complaint states a claim sufficient to proceed to and through trial are determinations that should be left for the California Action. Following the Plan Injunction, this Court must only decide whether Barney's claims in the California Action are colorable and if they are colorable claims, then allow them to proceed in California state court.

33. **First Cause of Action: RICO against all Defendants.** Barney asserts that Defendants participated in a fraudulent scheme to divert assets away from him and other creditors through HGE's bankruptcy proceedings and funnel those assets into GGE to avoid Barney recovering on his original investment.

34. **Second Cause of Action: Actual Intent to Hinder, Delay, or Defraud a Creditor against all Defendants.** Barney asserts that Defendants fraudulently transferred assets, executives, and information from HGE to GGE prior to HGE's bankruptcy proceedings to avoid paying Barney for his original investment. Barney claims that Defendants created this fraudulent scheme to stay the Pre-Petition Lawsuit, delay any judgment against HGE, and defraud Barney as a creditor. Barney was directly and personally harmed by the transfers of the assets out of both LEI—the original entity which he invested in—and into subsequent entities that Defendants utilized in furtherance of the alleged scheme.

35. **Third Cause of Action: Constructive Fraudulent Transfer: Insolvency against all Defendants.** Barney asserts that Defendants orchestrated and utilized HGE to transfer assets originally taken from LEI to GGE to avoid paying Barney. Barney asserts that HGE filed its bankruptcy proceeding as a pass-through to ultimately voluntarily transfer Barney's assets to GGE free and clear. Barney asserts that his right to payment arose prior to HGE transferring any assets to GGE or the commencement of HGE's bankruptcy proceeding.

36. **Fourth Cause of Action: Conversion against all Defendants.** Barney asserts that LEI owned and had a right to possess its own property and assets and those assets are what Barney alleges Defendants intentionally conspired to unlawfully take. Barney asserts that LEI's assets were intentionally and fraudulently taken from LEI, transferred to HGE, and ultimately transferred to GGE, an entity that Learn Capital created in 2025.

37. **Fifth Cause of Action: Receiving and Withholding Stolen Property against all Defendants.** Barney alleges that Defendants willfully received and withheld LEI's property knowing that these items were fraudulently and illegally obtained. Barney asserts this claim under California's Penal Code § 496.

38. **Sixth Cause of Action: Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.) against all Defendants.** Barney asserts that the unfair business practices include: (a) fraudulently engaging with LEI to give LEI's assets to HGE and further orchestrating the transfer of those assets to GGE and (b) Defendants' fraudulent transfer of around 80 schools and executives and information to GGE.

39. Barney's Complaint alleges that Defendants created this entire scheme to defraud him of his original investment, cut him out of the business, and convolute ownership title in assets originally owned by LEI.

40. "The term 'colorable claim' is one which is often used but rarely defined in the jurisprudence. . . . Fifth Circuit has determined that a colorable claim (often described as one which is "non-frivolous") is one which 'present[s] an arguably sound claim-and-can the complainant prove a set of facts realistically warranting the relief sought,' one which 'is arguably supported by case or statutory law,' and/or one which is 'not so insubstantial, implausible, foreclosed by prior decisions of this Court, or otherwise completely devoid of merit' that it cannot even support a claim of jurisdiction." *W. Am. Transp., LLC v. Morrow*, 2006 U.S. Dist. LEXIS 61386, *72-73 (2006) (quoting *Foulds v. Corley*, 833 F.2d 52, 54 (5th Cir. 1987); quoting *Hennigan v. Ouachita Parish School Board*, 749 F.2d 1148, 1152 (5th Cir. 1985); and quoting *Rollins Environmental Services (FS) v. Parish of St. James*, 775 F.2d 627, 631 (5th Cir. 1985)).

41. A colorable claim needs only to "raise a serious question." *La. World Exposition, Inc. v. Fed. Ins. Corp. (In re La. World Exposition, Inc.)*, 832 F.2d 1391, 1397 (5th Cir. 1987).

42. In the Fifth Circuit, the test for derivative or direct claims is as follows:

> "Whether the bankruptcy estate or a creditor can pursue a claim against third parties is a recurring issue in bankruptcy law. *In re Seven Seas Petroleum, Inc.*, 522 F.3d 575 (5th Cir. 2008), instructs us to focus on whether the creditor has suffered a direct injury or one that is derivative of an injury to the debtor. *Id.* at 584. If the harm to the creditor comes about only because of harm to the debtor, then its injury is derivative, and the claim is property of the estate. *Id.*; *see also* 11 U.S.C. § 541(a)(1). In that situation, only the bankruptcy trustee has standing to pursue the claim for the estate so that all creditors will share in any recovery. *Seven Seas*, 522 F.3d at 584.
>
> As for direct-injury claims that belong to a particular creditor or group of creditors, the simple case is when the claim does not involve any harm to the debtor. These cannot be part of the estate. *Id.* at 584 (quoting *In re Educators Grp. Health Trust*, 25 F.3d 1281, 1284 (5th Cir. 1994). But even when the conduct harms the debtor, the creditor may also have a claim if its asserted injury does not flow from injury to the debtor. This means that the estate and a creditor may have separate claims against a third party arising out of the same events. *Seven Seas*, 522 F.3d at 585, 590; *Educators Trust*, 25 F.3d at 1284-85. To pursue a claim on its own behalf, a creditor must show this direct injury is not dependent on injury to the estate."

Meridian Capital CIS Fund v. Burton (In re Buccaneer Res., L.L.C.), 912 F.3d 291, 293-294 (5th Cir. 2019) (emphasis added).

43. Barney submits that his claims asserted in the California Action are colorable and direct-injury claims.

44. Authorization will not impair implementation or consummation of the confirmed Plan. The requested monetary relief in the California Action is directed only against non-debtor Defendants, will be pursued solely against them, and does not seek any determination of liability or any recovery against any Debtor.

45. The California Action should therefore be allowed to proceed in the California state court, which is the appropriate forum to decide the merits of these underlying claims.

D. Allowing the California Action to Proceed Will Not Impair Implementation of the Confirmed Plan.

46. The requested relief preserves the Plan and the bankruptcy estates. Barney expressly limits the requested relief from this Motion to authority to continue prosecution of Barney's pending litigation against the non-debtor Defendants in the California Action. Those claims can be litigated without imposing any economic burden on the estate, disturbing plan distributions, or impairing reorganization.

47. The California court may adjudicate state and federal causes of action against the named non-debtor Defendants, while this Court retains exclusive authority to interpret its Confirmation Order and determine any later dispute concerning estate property, distributions, or enforcement against a Debtor.

48. A tailored order allowing the California Action to proceed while prohibiting recovery arising from any judgment in the California Action against estate property appropriately balances the parties' rights and avoids granting the non-debtor Defendants broader protection than the Bankruptcy Code permits.

49. Alternatively, Barney is willing to amend his Complaint in the California Action to delete any causes of action that this Court deems derivative, belonging to HGE's bankruptcy estate, or otherwise released or precluded.

V. CONCLUSION

WHEREFORE, Barney respectfully requests that the Court enter an order: (a) determining that prosecution of the California Action against Learn Capital, LLC, GGE, Greg Mauro, Rob Hutter, and other non-debtor defendants does not violate the Confirmed Plan, Confirmation Order, or Plan Injunction; (b) authorizing the California Action to proceed against those non-debtors Defendants; and (c) granting all other just and proper relief.

Respectfully submitted,

/s/ Steven T. Holmes

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on September 17, 2026 by electronic transmission through the Court's automated Case Management and Electronic Docketing System for the U.S. Bankruptcy Court for the Northern District of Texas on all parties-in-interest submitting to service of papers in this case by said means.

/s/ Nicole S. Wood
Nicole S. Wood

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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.

/ / /

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: _____

James P. Carter
Jonathan P. Schmidt
Kelli M. Dreger

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:	§	
	§	
	§	
HIGHER GROUND EDUCATION, INC., et al.	§	Case No. 25-80121-11 (MVL)
	§	
	§	Chapter 11
Debtors.	§	
	§	
	§	

ORDER GRANTING CARL BARNEY'S MOTION TO ALLOW THE CALIFORNIA ACTION TO PROCEED AGAINST NON-DEBTOR DEFENDANTS

Upon consideration of Carl Barney's *Motion to Allow the California Action to Proceed Against Non-Debtor Defendants* (the "***Motion***"), any responses, the record in these cases, and the arguments of counsel, the Court finds that it has jurisdiction, that notice was sufficient, and that good cause exists for the relief granted below. Capitalized terms not otherwise defined have the meanings given in the Motion. It is therefore,

ORDERED that the Motion is **GRANTED** as set forth in this Order; it is further

ORDERED that Barney may prosecute the action styled Carl B. Barney v. Learn Capital, LLC, et al., Case No. 30-2026-01571029-CU-MC-CJC, pending in the Superior Court of California, County of Orange, against Learn Capital, LLC, Guidepost Global Education, Inc., Greg Mauro, Rob Hutter, and any other non-debtor defendant; it is further

ORDERED that prosecution of the California Action against non-debtor Defendants does not violate 11 U.S.C. § 524, the Confirmed Plan, the Confirmation Order, or any injunction arising under the Plan or Confirmation Order; it is further

ORDERED that nothing in this Order authorizes Barney to commence or continue an action against a Debtor, obtain possession of or exercise control over estate property, recover from a Debtor or estate property, interfere with plan distributions, or enforce any judgment against a Debtor or estate property without further order of this Court; it is further

ORDERED that nothing in this Order determines the ownership, validity, priority, amount, or merits of any claim or defense in the California Action. All such rights, claims, defenses, objections, and counterclaims are preserved; and it is further

ORDERED that this Court retains exclusive jurisdiction to interpret and enforce this Order, the Confirmation Order, and the Confirmed Plan.

END OF ORDER

Submitted by:

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