

EXHIBIT B
Rios Declaration

**DECLARATION OF ARACELY RIOS IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF WEAVER AND TIDWELL, L.L.P. AS
EMPLOYEE BENEFIT PLAN AUDITOR FOR DEBTOR THE LASALLE GROUP, INC., EFFECTIVE
NUNC PRO TUNC TO SEPTEMBER 5, 2019 - Page 1**

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COUNSEL FOR THE DEBTORS

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

In re: THE LASALLE GROUP, INC., et al.,¹ DEBTORS.	§ § § § § § § § § §	Chapter 11 Case No. 19-31484-sgj-11 (Jointly Administered)
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**DECLARATION OF ARACELY RIOS IN SUPPORT OF APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
WEAVER AND TIDWELL, L.L.P. AS EMPLOYEE BENEFIT
PLAN AUDITOR FOR DEBTOR THE LASALLE GROUP, INC.,
EFFECTIVE *NUNC PRO TUNC* TO SEPTEMBER 5, 2019**

¹ A list of the Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as **Schedule 1**. The Debtors’ mailing address is 1900 Enchanted Way, Ste. 200, Grapevine, TX 76051.

I, Aracely Rios, state and declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:²

1. I am a partner in the Assurance Services Division of Weaver's Dallas office, which is located at 2300 North Field Street, Suite 1000, Dallas, TX. I am a practicing certified public accountant and am licensed with the Texas State Board of Public Accountancy. Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration.

2. I submit this declaration (the "Declaration") pursuant to rule 2014(a) of the Bankruptcy Rules and in support of the Debtor's *Application for Entry of an Order Authorizing the Retention and Employment of Weaver and Tidwell, L.L.P. as Employee Benefit Plan Auditor for Debtor The LaSalle Group, Inc., Effective Nunc Pro Tunc to September 5, 2019* (the "Application"). The Application seeks to employ and retain Weaver and Tidwell, L.L.P. ("Weaver") as The LaSalle Group, Inc.'s ("LaSalle") employee benefit plan auditor, effective as of September 5, 2019, pursuant to the terms and conditions of the Engagement Agreement. In connection with the proposed representation, Weaver anticipates rendering the services outlined under Section V of the Application (the "Plan Auditing Services") in connection with these Chapter 11 Cases.

3. Weaver is a Texas-based, nationally-oriented accounting firm with comprehensive assurance and tax service capabilities. Weaver has a wealth of experience auditing benefit plans of all types--from qualified defined contribution plans to defined benefit plans and health and welfare benefit plans--and of all sizes--from less than \$1 million sponsored

² Capitalized terms used but not otherwise defined in this Declaration have the same meaning given to them in the Application.

by privately held companies and nonprofit entities to more than \$5 billion sponsored by publicly traded companies. If the Application is approved, I anticipate leading the team that will provide the Plan Auditing Services to LaSalle in these Chapter 11 Cases. I have over 15 years of industry experience auditing private companies, including health care companies. I believe that Weaver is duly qualified, prepared, and suitably positioned to perform the Plan Auditing Services for LaSalle. And Weaver is willing to provide the Plan Auditing Services to LaSalle on terms set forth in the Engagement Agreement and the Application.

Weaver's Connections.

4. Weaver has attempted to determine its past and present connections, if any, with LaSalle, its creditors, or any parties-in-interest, their representative attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee. In particular, Weaver obtained from LaSalle and/or their representatives the names of the individuals and entities that may be parties-in-interest in these Chapter 11 Cases. Such parties are listed on **Schedule 1** to this Declaration. Based upon Weaver's internal investigation and to the best of my present knowledge, I am not aware of any connections that Weaver has with LaSalle, its creditors or any other parties-in-interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, that would be adverse to LaSalle or its estate. Weaver may have in the past represented, may currently represent, and likely in the future will represent, parties-in-interest, including creditors of LaSalle in connection with matters unrelated to LaSalle and these Chapter 11 Cases. And, as is part of its customary practice, Weaver is involved in cases, proceedings, reorganizations and

transactions involving many different parties, some of which may represent, or be, claimants, or other parties-in-interest in these Chapter 11 Cases.

5. To the best of my present knowledge, and unless as otherwise disclosed in this Declaration, neither Weaver nor any of its representatives, insofar as I have been able to ascertain, holds any interest materially adverse to the interest of the Debtors' estates or to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors.

6. I believe that Weaver, and each of its representatives, is a "disinterested person" within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code.

7. If any new relevant facts or relationships are discovered or arise, Weaver will use reasonable efforts to identify such further developments and will promptly file a supplemental affidavit as Bankruptcy Rule 2014(a) requires.

Weaver Compensation.

8. Subject to the Court's approval under section 330(a) of the Bankruptcy Code and pursuant to the Engagement Agreement between Weaver and LaSalle, Weaver will charge a \$15,000 flat fee for the Plan Auditing Services. Weaver has not received any retainer in connection with the proposed engagement. Weaver's fees for this particular engagement were set at a level designed to compensate Weaver fairly for the work of its professionals, and to cover fixed and routine expenses.

9. To the extent that Weaver subsequently discovers any facts bearing on this Declaration, this Declaration will be supplemented and those facts will be disclosed to the Court at the earliest opportunity.

10. Pursuant to 28 U.S.C. §1746(2), I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 4, 2019.



Aracely Rios

SCHEDULE 1
Parties in Interest Schedule