

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 11
	:	
Wordsworth Academy,	:	Case No. 17-14463 (AMC)
	:	
Debtor.	:	(Joint Administration Requested)
	:	
In re:	:	Chapter 11
	:	
Wordsworth CUA 5, LLC,	:	Case No. 17- 14466
	:	
Debtor.	:	(Joint Administration Requested)
	:	
In re:	:	Chapter 11
	:	
Wordsworth CUA 10, LLC,	:	Case No. 17- 14467
	:	
Debtor. ¹	:	(Joint Administration Requested)
	:	

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF DONLIN,
RECANO & COMPANY, INC. AS CLAIMS AND NOTICING AGENT FOR
THE DEBTORS, *NUNC PRO TUNC* TO THE PETITION DATE, PURSUANT
TO 28 U.S.C. § 156(c)**

Upon the application (the “Application”)² of the above-captioned debtors (the “Debtors”) in the above-captioned chapter 11 cases, for entry of an order authorizing the retention and appointment of Donlin, Recano & Company (“Donlin Recano”) as claims and noticing agent under 28 U.S.C. §156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and upon consideration of the Tomforde Declaration submitted in support of the Application; and upon consideration of the First Day Declaration; and it appearing that

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157; and it appearing that venue of these cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Donlin Recano is in the best interests of the Debtors, the estates, and creditors; and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Donlin Recano effective as of the Petition Date under the terms of the Engagement Agreement, and Donlin Recano is authorized and directed to perform the Claims and Noticing Services as described in the Application.

3. Donlin Recano shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Donlin Recano is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

5. Donlin Recano is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Donlin Recano in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Donlin Recano and the rates charged for each, and to reimburse Donlin Recano for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Donlin Recano to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Donlin Recano shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices.

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

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the reasonable fees and expenses of Donlin Recano under this Order shall be an administrative expense of the Debtors' estates.

10. Donlin Recano may apply its retainer to all prepetition invoices, and thereafter, Donlin Recano may hold its retainer under the Engagement Agreement during these cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Donlin Recano under the terms of the Engagement Agreement.

12. Donlin Recano shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Donlin Recano, or provide contribution or reimbursement to Donlin Recano, for any claim or expense that is: (a) judicially determined (the determination having become final) to have arisen from Donlin Recano's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Donlin Recano's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Donlin Recano should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these cases, Donlin Recano believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Donlin Recano must file an application therefore in this Court, and the Debtors may not pay any such amounts to Donlin Recano before the entry of an order by this Court approving the payment. This paragraph is

intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Donlin Recano for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Donlin Recano. All parties in interest shall retain the right to object to any demand by Donlin Recano for indemnification, contribution, or reimbursement.

15. In the event Donlin Recano is unable to provide the services set out in this order, Donlin Recano will immediately notify the Clerk and Debtors' attorneys and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorneys.

16. The Debtors and Donlin Recano are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. Donlin Recano shall not cease providing claims processing services during these cases for any reason, including nonpayment, without an order of the Court.

18. Donlin Recano shall comply with all relevant statutory provisions and rules of procedure, including local rules of procedure, general orders and applicable guidelines.

19. At the end of the chapter 11 cases or upon termination of Donlin Recano's services, the Debtors or the trustee must obtain a termination order to terminate the services of Donlin Recano. At the close of these cases, Donlin Recano shall box and transport all original documents, in proper format, as provided by the Clerk's Office, to (a) the Federal Archives Record Administration, located at 14700 Townsend Road, Philadelphia, PA 19154-1096 or (b) any other location requested by the Clerk.

20. Notwithstanding anything to the contrary contained herein, any payment made or to be made under this Order, any authorization contained in this Order, or any claim for which

payment is authorized hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any debtor in possession financing for, or any use of cash collateral by, the Debtors and any budget (subject to permitted variances thereto) in connection therewith.

21. The Debtors shall notify both the Clerk's Office and Donlin Recano within seven (7) days of an order of dismissal or conversion of the cases. Notwithstanding any term in the Engagement Agreement to the contrary, Donlin Recano's liability during the cases shall not be limited to the amount billed or paid under the Engagement Agreement.

22. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

23. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction and power with respect to all matters arising from or related to the implementation of this Order.

Date: July 21, 2017, 2017



UNITED STATES BANKRUPTCY JUDGE