

In re:
Wordsworth Academy
Wordsworth Academy
Debtors

Case No. 17-14463-amc
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0313-2

User: PaulP
Form ID: pdf900

Page 1 of 1
Total Noticed: 2

Date Rcvd: Jul 21, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 23, 2017.

db +Wordsworth Academy, 2101 Pennsylvania Avenue, Ft. Washington, PA 19034-2994
db +Wordsworth Academy, MAILING ADDRESS:, 3300 Henry Avenue, Bldg. 4, 2nd Floor,
Philadelphia, PA 19129-1121

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 23, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 21, 2017 at the address(es) listed below:

ANNE M. AARONSON on behalf of Debtor Wordsworth Academy aaronson@dilworthlaw.com,
mdolan@dilworthlaw.com;cchapman-tomlin@dilworthlaw.com;mferrier@dilworthlaw.com
DANIEL R. UTAIN on behalf of Creditor List Associates, L.P. dutain@kaplaw.com,
llapenna@kaplaw.com
HOLLY ELIZABETH SMITH on behalf of Creditor Children's Choice, Inc. hsmith@gssbllaw.com
JAMES J. HOLMAN on behalf of PUBLIC HEALTH MANAGEMENT CORPORATION jjholman@duanemorris.com
JEFFREY KURTZMAN on behalf of Creditor Unit Four Falls Center, L.P.
Kurtzman@kurtzmansteady.com
JENNIFER P. KNOX on behalf of M&T BANK jknox@reedsmith.com
KEVIN P. CALLAHAN on behalf of U.S. Trustee United States Trustee kevin.p.callahan@usdoj.gov
LAWRENCE G. MCMICHAEL on behalf of Debtor Wordsworth Academy lmc michael@dilworthlaw.com,
cpappas@dilworthlaw.com;mdolan@dilworthlaw.com;amelli-mirza@dilworthlaw.com;mferrier@dilworthlaw.com
MEGAN N. HARPER on behalf of Creditor City of Philadelphia megan.harper@phila.gov,
james.feighan@phila.gov
MONICA MATHEWS REYNOLDS on behalf of General Healthcare Resources, Inc.
mreynolds@highswartz.com
PETER C. HUGHES on behalf of Debtor Wordsworth Academy phughes@dilworthlaw.com,
mdolan@dilworthlaw.com;amelli-mirza@dilworthlaw.com
STANTON M. LACKS on behalf of Creditor Debra Lacks blackslaw@comcast.net
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM J. BURNETT on behalf of Interested Party Learn and Play t/a Play and Learn
william.burnett@flastergreenberg.com, william.burnett@ecf.inforuptcy.com

TOTAL: 14

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

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

**ORDER PURSUANT TO SECTIONS 327(a) AND 328(a) OF
THE BANKRUPTCY CODE AUTHORIZING THE RETENTION
AND EMPLOYMENT OF GETZLER HENRICH AS
FINANCIAL ADVISORS FOR THE DEBTORS**

Upon the application (the "Application")² of the above-captioned debtors and debtors -in-possession (the "Debtors") for entry of an order, pursuant to sections 327 and 328 of the Bankruptcy Code, authorizing the retention and employment of Getzler Henrich as financial advisors to the Debtors; and upon the Declaration; and the Court being satisfied, based upon the representations made in the Application and the Declaration, that Getzler Henrich represents no interest adverse to the Debtors' estates or their creditors, that Getzler Henrich is a disinterested person as that term is defined under section 101(14) of the Bankruptcy Code, and that Getzler

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 defined herein shall have the meaning set forth in the Application.

Henrich's employment is necessary and in the best interests of the Debtors' estates and their creditors; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 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 § 157(b); and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, the Debtors are authorized to employ and retain Getzler Henrich as their financial advisors effective as of the Petition Date, on the terms set forth herein, in the Application, the Declaration, and the Agreement.
3. Getzler Henrich shall file fee applications for monthly, interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in the Bankruptcy Code, applicable Bankruptcy Rules, the Local Rules and any other such procedures as may be fixed by order of this Court.
4. The Indemnification Provisions of the Agreement are approved, subject to the following modifications:
 - a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the Getzler Henrich Parties, in accordance with

the Agreement, for any claim arising from, related to or in connection with their performance of the services described in the Agreement, provided, however, that the Getzler Henrich Parties shall not be indemnified for any claim arising from services other than the services provided under the Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

- b. Notwithstanding anything to the contrary in the Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of Getzler Henrich's obligations under the Agreement, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Getzler Henrich 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 Agreement (as modified by this Order), including without limitation the advancement of defense costs, Getzler Henrich must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Getzler Henrich.

7. In the event of any inconsistency between the Agreement, the Application, and this Order, the terms of this Order shall govern.

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

10. The terms of this Order shall be immediately effective and enforceable upon its entry.

11. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: July 21, 2017



UNITED STATES BANKRUPTCY JUDGE