

# Exhibit A

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

In re:

WORDSWORTH ACADEMY, *et al.*<sup>1</sup>,

Debtors.

Chapter 11

Case No. 17-14463 (AMC)

**DECLARATION OF JEFFREY S. CIANCIULLI**

Jeffrey S. Cianciulli deposes and says:

1. I am an attorney at law admitted to practice in the Commonwealth of Pennsylvania, State of Delaware and State of New Jersey. I am a partner in the firm of Weir & Partners LLP ("Weir"), which firm maintains an office at 1339 Chestnut Street, Suite 500, Philadelphia, PA 19107. I am familiar with the matters set forth herein and make this declaration in support of the application of the Official Committee of Unsecured Creditors (the "Committee") appointed pursuant to section 1102(a)(1) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") in the above-captioned cases of the above-captioned debtors (the "Debtors") seeking approval to retain Weir *nunc pro tunc* to July 21, 2017, as co-counsel to the Committee pursuant to 11 U.S.C. § 1103(a).

2. In connection with its proposed retention by the Committee in this case, Weir searched its client database to determine whether it had any relationships with the following entities:

- a. the Debtors;
- b. the largest unsecured creditors of the Debtors;

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<sup>1</sup> 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.

- c. known current and former officers and directors of the Debtors;
- d. the members of the Committee;
- e. the professional advisors involved in this case;
- f. Court personnel; and
- g. the United States Trustee and employees of the Office of the United States

Trustee.

3. To conduct these searches, Weir searched each of the names compiled by the Debtors and names as set forth on the pleadings filed by the Debtors.

4. Based upon information currently available to me, Weir has no connection with the Debtors, their creditors, or any other party in interest herein, or the United States Trustee or any person employed in the office of the United States Trustee, except as follows:

a. Weir has been adverse to the following unsecured creditors to the Debtors in matters unrelated to the Debtors or the bankruptcy case: Comcast, Fox Rothschild LLP, Independence Blue Cross.

b. Weir has previously represented the following unsecured creditors to the Debtors in matters unrelated to the Debtors or the bankruptcy case: Mariana Bracetti Academy Charter School.

c. Weir has been adverse to M&T Bank, an alleged secured creditor and depository bank of the Debtors, in matters unrelated to the Debtors or the bankruptcy cases.

5. In addition to the foregoing, from time to time, Weir is involved in other matters on behalf of other clients with professional firms that have been retained by the Debtors or other parties in this case and that may be rendering advice to other parties in interest in this case.

6. The Debtors appear to have numerous relationships and creditors. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any connection or conflict, including the efforts outlined above, Weir is unable to state with certainty whether any more of its clients or such clients' affiliated entities hold claims or otherwise are parties in interest in these chapter 11 cases. If, however, Weir discovers any information that is

contrary to or pertinent to the statements made herein, Weir will promptly disclose such information to the Court on notice to the creditors and the United States Trustee.

7. Weir will bill at its national hourly rates for matters of this nature. The principal attorneys at Weir designated to represent the Committee and their hourly rates are as follows:

Jeffrey S. Cianciulli (partner)	\$460.00
Lauren Schwimmer (associate)	\$300.008.

8. These hourly rates are subject to periodic increase in the normal course of Weir's business. The particular attorneys and paralegals assigned to this case will from time to-time vary based upon the needs of the engagement. All such professionals will bill at Weir's then existing national hourly rates for work of this nature. These rates are set at a level designed to fairly compensate Weir for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is Weir's policy to charge its clients in all areas of practice for all other out-of-pocket expenses and disbursements incurred in connection with the client's case. The customary expenses charged include, among other things, telephone and telecopier toll charges, photocopying charges, filing costs, postage, witness fees, travel expenses, expenses for "working meals," computerized research, as well as non-ordinary expenses such as secretarial overtime.

9. To the best of my knowledge and information, and except as set forth herein, Weir does not have any connection with the Debtors or any other significant party-in-interest and does not hold or represent any interest adverse to the estates.

10. Weir will promptly file with the Court a supplemental declaration if and when any further connections between it and such parties-in-interest are discovered.

11. To the best of my knowledge, neither Weir nor any attorney at the firm holds or represents an interest adverse to the Debtors' estates.

12. To the best of my knowledge, neither Weir nor any attorney at the firm is a creditor, an equity security holder or an insider of any of the Debtors.

13. In addition, due to the size and diversity of its practice, Weir may have represented or otherwise dealt with, and may now be representing or otherwise dealing with various persons (and their attorneys and accountants) who are or may consider themselves creditors, equity security holders or parties-in-interest in these cases but who are not presently identified as such. However, to the best of my knowledge, information and belief, such representation or involvement, if any, does not relate to the Debtors or their estates.

14. No agreement exists, nor will any be made, to share any compensation received by Weir for its services with any other person or firm.

15. Weir is willing to be retained by the Committee as its co-counsel and will make appropriate application to this Court for compensation and reimbursement of out-of-pocket expenses, all in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and any Orders of the Court entered in these cases.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

/s/ Jeffrey S. Cianciulli  
Jeffrey S. Cianciulli

Dated: July 28, 2017