

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

In re:	:	Chapter 11
	:	
Wordsworth Academy, <i>et al.</i> , ¹	:	Case No. 17- 14463 (AMC)
	:	
Debtors.	:	Jointly Administered
	:	

**DECLARATION OF BRUCE W. BRAUNEWELL IN SUPPORT OF
THE APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER
PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE
AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY
CLIFTONLARSONALLEN LLP AS ACCOUNTANTS FOR THE DEBTORS**

I, Bruce W. Braunewell, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a certified public accountant and I am a principal of CliftonLarsonAllen LLP (“CLA”). CLA maintains multiple offices including one at 610 West Germantown Pike, Suite 400, Plymouth Meeting, PA 19462. Unless otherwise stated, I have personal knowledge of the facts stated herein.

2. I submit this Declaration on behalf of CLA in support of the application (the “Application”) of the above captioned debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order, pursuant to sections 327(a) and 328 of the Bankruptcy Code, authorizing the retention and employment of CLA as accountants to the Debtors. I have personal knowledge of the matters set forth herein, and if called as a witness, would testify competently thereto.

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.

Services To Be Rendered

3. CLA has agreed to provide accounting services to the Debtors in these Chapter 11 Cases pursuant to the terms and conditions of those certain engagement agreements by and between the Debtors and CLA dated as of May 18, 2017 and July 10, 2017 (collectively, (the “Agreement”), a true and correct copy of which is attached as Schedule 1 hereto.

4. The individuals to provide the services as contemplated by the Application have considerable experience in the matters for which CLA is proposed to be retained. As such, I believe that CLA is well qualified to perform the work required in these Chapter 11 Cases.

5. CLA is well qualified and able to provide the foregoing services to the Debtors. CLA will act on behalf of the Debtors on the terms described herein, in the Application and the Agreement.

Disinterestedness Of Professional

6. CLA maintains a computer client database (the “Client Database”) containing the names of all of CLA’s current and former clients. In connection with preparing this Declaration, I caused to be submitted to, and caused to be checked against, the Client Database those potentially interested parties in these Chapter 11 Cases listed in Schedule 2 hereto, which party names were provided to CLA by the Debtors (collectively, the “Potential Parties-in-Interest”). CLA compared the names of the Potential Parties-in-Interest against the Client Database.

7. The foregoing inquiries revealed that CLA has had or currently has one or more connections with certain of the Potential Parties-in-Interest on matters unrelated to the proceedings contemplated herein. In particular, to the best of my knowledge, information and belief, CLA currently or formerly (a) represents (b) has advisory relationships with, and/or (c)

has/had other relationships or connections with those entities identified on Schedule 3, attached hereto.

8. CLA is involved in numerous transactions, cases and proceedings involving many different professionals, attorneys, accountants, and financial accountants, in which it may represent claimants and other Potential Parties-in-Interest. Furthermore, CLA has in the past, and may currently and in the future, be represented by attorneys, law firms, and auditors who may be involved in these Chapter 11 Cases. In addition, CLA has in the past, and may currently and in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based on our current knowledge of the professionals involved for the key parties in the Debtors' Chapter 11 Cases, none of these business relationships constitute interests materially adverse to the Debtors in connection with the matters upon which CLA is to be employed, and none are conflicts in connection with these Chapter 11 Cases.

9. Except as otherwise provided in this Declaration, to the best of my knowledge, information and belief, insofar as I have been able to ascertain after due inquiry, neither CLA, nor any employee of CLA (a) is a creditor, equity holder, or insider of the Debtors; and (b) is not and was not, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the Debtors.

10. Moreover, except as otherwise provided in this Declaration, including the Schedules hereto, to the best of my knowledge, information and belief, insofar as I have been able to ascertain after due inquiry, other than in connection with this Chapter 11 Case, neither CLA nor any employee of CLA: (a) has any material connection with the Potential Parties-in-

Interest; (b) has any connection with or holds or represents any interest materially adverse to the Debtors or any Potential Parties-in-Interest in the matters for which CLA is proposed to be retained; or (c) is a relative of or has a connection with the United States Trustee for the District of Delaware or any known employee in the office thereof, or the bankruptcy judge assigned to this Chapter 11 Case.

11. To the best of my knowledge, CLA has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If this Court approves our proposed engagement as accountants, CLA will accept no engagement or perform any service in these Chapter 11 Cases for any entity or person other than the Debtors. CLA may, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtors or parties-in-interest in these Chapter 11 Cases, provided, however, that such services do not and will not relate to, or have any direct connection with, this Chapter 11 Case.

12. In the 90 days prior to the Petition Date, CLA received payments from Wordsworth as follows:

Payment Date	Amount	Invoice Number	Invoice Date	Days to Payment
4/20/17	\$4,000	1423080	1/30/17	80
5/23/17	\$2,500	1446256	2/27/17	85

Such payments were made in the ordinary course of business between CLA and Wordsworth. The history of payments between Wordsworth and CLA over a period of approximately 2.5 years prior to the Petition Date is attached to the Application as Exhibit "B".

13. Accordingly, I believe that CLA is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14).

14. If and when additional information becomes available on CLA’s centralized computer systems with respect to any other relationships that may exist between CLA and Potential Parties-in-Interest that may affect these Chapter 11 Cases, supplemental affidavits describing such information shall be filed with this Court.

15. During the ninety (90) days immediately preceding the Petition Date, CLA received no payments from the Debtors or from third parties on account of services for the Debtors. Other than as set forth herein, CLA did not receive any payments from the Debtors during the ninety day period immediately preceding the Petition Date. As of the Petition Date, CLA is not owed any amounts for services rendered prior to the Petition Date; any such amounts are waived by CLA.

Professional Compensation

16. Subject to the Court’s approval, and in accordance with section 328(a) of the Bankruptcy Code, CLA will seek to be paid at the rates set forth in the Agreement. Such rates are subject to increase in the event CLA is required to perform services which materially exceed the level of services expected.

17. In addition, CLA will also seek and be entitled to receive reimbursement for reasonable out-of-pocket expenses incurred in connection with its activities under the Agreement.

18. The structure set forth in the Agreement is a typical fee structure for CLA for work of this nature. This structure is designed to compensate CLA fairly for the work of its professionals and to cover its fixed and routine overhead expenses.

19. In accordance with section 504 of the Bankruptcy Code, I hereby state that there is no agreement or understanding between CLA and any other entity for the sharing of compensation received or to be received for services rendered in connection with this Chapter 11 Case.

20. This Declaration is provided in accordance with sections 327(a) and 328 of the Bankruptcy Code and Bankruptcy Rule 2014.

The foregoing is true and correct to the best of my knowledge.

Executed on this 7th day of August 2017.

/s/ Bruce W. Braunewell

Bruce W. Braunewell
CliftonLarsonAllen LLP