

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)
) Chapter 11
DIAMOND GLASS INC., *et al.*,¹)
) Case No. 08-10601 CSS
Debtors.)
) (Joint Administration Requested)
)
) Ref. Docket No.: 4

**ORDER PURSUANT TO 28 U.S.C. § 156(c) AND BANKRUPTCY RULE 2002
AUTHORIZING EMPLOYMENT AND RETENTION OF THE GARDEN CITY
GROUP, INC. AS CLAIMS, NOTICING, AND BALLOTING AGENT**

Upon the Debtors' Application for an Order Pursuant to 28 U.S.C. § 156(c) and Bankruptcy Rule 2002 Authorizing Employment and Retention of the Garden City Group, Inc. as Claims, Noticing, and Balloting Agent (the "Application"), filed by Diamond Glass, Inc., f/k/a Diamond Glass Companies, Inc., f/k/a Diamond Triumph Auto Glass, Inc. ("Diamond" or the "Debtor") and DT Subsidiary Corporation ("DT" and, collectively with Diamond, the "Debtors"), by and through their undersigned counsel, move for entry of an order pursuant to section 156(c) of Title 28 of the United States Code (the "Judicial Code") and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to employ and retain The Garden City Group, Inc. ("GCG") as claims, noticing, and balloting agent; and upon consideration of the Cogswell Affidavit and the Isaac Affidavit; and the Court having jurisdiction pursuant to sections 157 and 1334 of Title 28 of the United States Code to consider the Application and the relief requested therein; and venue being proper in this Court

¹ The Debtors in these proceedings are: Diamond Glass, Inc. (Tax ID No. XX-XXX8853); and DT Subsidiary Corporation, a wholly owned subsidiary of Diamond Glass (Tax ID No. XX-XXX3494), each with a mailing address of 220 Division Street, Kingston, PA 18704. Diamond Glass, Inc. is formerly known as Diamond Glass Companies, Inc. and Diamond Triumph Auto Glass, Inc.

pursuant to sections 1408 and 1409 of Title 28 of the United States Code; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest; and it appearing that GCG is a "disinterested person" within the meaning set forth in section 101(14) of the Bankruptcy Code, it is therefore

ORDERED that the Application is granted; and it is further

ORDERED that in accordance with section 156(c) of the Judicial Code, the Debtors are authorized and empowered to retain and employ GCG as a claims, noticing, and balloting agent (the "Claims Agent") in these Chapter 11 cases, according to the terms of the engagement agreement (the "Engagement Agreement") attached hereto as Exhibit A; and it is further

ORDERED that GCG will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, GCG will supplement its disclosure to this Court; and it is further

ORDERED that notwithstanding any provision of the Engagement Agreement, any assistance provided by GCG with the Schedules and Statements shall be limited to administrative and ministerial tasks; and it is further

ORDERED that GCG will not represent any other entities or individuals in the Debtors' Chapter 11 proceedings or in connection with any matters adverse to the Debtors' interests; and it is further

ORDERED that the Debtors are authorized to pay and reimburse GCG according to the terms in the Engagement Agreement. No submission or approval of a formal fee

application is required for any payment to GCG pursuant to the Engagement Agreement, except as set forth in this Order; it is further

ORDERED that notwithstanding any provision in the Engagement Agreement, the Debtors shall indemnify GCG solely to the extent set forth below:

- a. Subject to the provisions of subparagraphs (c) and (d) below, the Debtor shall indemnify, GCG for any claim arising from, related to or in connection with their performance of the services described in the Engagement Agreement;
- b. GCG shall not be entitled to indemnification, contribution or reimbursement for services other than the services to be provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- c. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of GCG's contractual obligations under the Engagement Agreement unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (ii) 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 Indemnification Agreement as modified by the Application and Order;
- d. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, GCG believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Indemnification Agreement (as modified by this Application Order), including without limitation the advancement of defense costs, GCG 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 (d) 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 limited the duration of the Debtors' obligation to indemnify GCG.

and it is further;

ORDERED that the Court shall retain jurisdiction over all matters arising from or related to the interpretation or enforcement of this Order.

Dated : Wilmington, Delaware
April 2, 2008



UNITED STATES BANKRUPTCY JUDGE