

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
LANG HOLDINGS, INC.,	)	Case No. 09-12543 (KJC)
a Delaware Corporation, <u>et al.</u> , <sup>1</sup>	)	
	)	(Joint Administration Pending)
	)	
Debtors.	)	Ref. Docket No. 6

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**ORDER PURSUANT TO 28 U.S.C. § 156(c), FED. R. BANKR. P. 2002(f)  
AND DEL. BANKR. L.R. 2002-1(f) AUTHORIZING AND APPROVING THE  
EMPLOYMENT AND RETENTION OF THE GARDEN CITY GROUP, INC.  
AS CLAIMS, NOTICING AND BALLOTING AGENT**

Upon consideration of the Application<sup>2</sup> of the above-captioned Debtors for entry of an order pursuant to 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f) and Local Rule 2002-1(f), authorizing and approving the employment and retention of The Garden City Group, Inc. as claims, noticing and balloting agent ("Garden City" or the "Claims Agent"); and upon consideration of the Stein Declaration and the Gilner Declaration and the entire record of these chapter 11 cases; and due and sufficient notice of the Application having been given; and it appearing that no other or further notice need be provided under the circumstances; and it appearing that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors and other parties in interest; and it appearing that Garden City is a "disinterested person" within the meaning set forth in section 101(14) of the Bankruptcy

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Lang Holdings, Inc. (9551); Turner Acquisition, Inc. (2115); Avalanche Publishing Acquisition, Inc. (3038); The Lang Companies, LLC (9182); Avalanche Publishing, Inc. (9793); and The Lang Store, Ltd. (2398). The mailing address of each of the Debtors is 514 Wells Street, Delafield, Wisconsin 53018.

<sup>2</sup> All capitalized terms not herein defined shall have the same meaning ascribed to them in the Application.

Code; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Application is GRANTED.

2. In accordance with 28 U.S.C. § 156(c), the Debtors are authorized and empowered to retain and employ Garden City as a claims, noticing and balloting agent in these chapter 11 cases, according to the terms set forth in the Application and the services agreement (the "Services Agreement") attached to the Stein Declaration as Exhibit A.

3. The terms of the Services Agreement are approved.

4. The Debtors are authorized to pay and reimburse the Claims Agent according to the terms in the Services Agreement. No submission or approval of a formal fee application is required for any payment to Garden City pursuant to the Services Agreement, except as set forth in this Order.

5. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees to be charged by Garden City under the Services Agreement together with its necessary and actual expenses are allowed as administrative expenses of the Debtors' estates.

6. Notwithstanding any provision in the Services Agreement, the Debtors shall indemnify Garden City solely to the extent set forth below:

- a. Subject to the provisions of subparagraphs (c) and (d) below, the Debtor shall indemnify Garden City for any claim arising from, related to or in connection with its performance of the services described in the Services Agreement;
- b. Garden City shall not be entitled to indemnification, contribution or reimbursement for services other than the services described herein, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

- c. Notwithstanding anything to the contrary in the Services 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 Garden City's contractual obligations under the Services 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 (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 Indemnification Agreement as modified by this Application and the attached order;
- d. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Garden City 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 Indemnification Agreement (as modified by this Application and the attached order), including without limitation the advancement of defense costs, Garden City 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 limiting the duration of the Debtors' obligation to indemnify Garden City.

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

Dated: Wilmington, Delaware  
July 17, 2009

  
Kevin J. Carey  
Chief United States Bankruptcy Judge