

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	Chapter 11
)	
OTB HOLDING LLC, <i>et al.</i> , ¹)	Case No. 25-52415 (SMS)
)	
)	
Debtors.)	(Joint Administration Requested)
<hr style="width: 50%; margin-left: 0;"/>		

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO HONOR PREPETITION OBLIGATIONS TO CUSTOMERS AND
OTHERWISE CONTINUE CUSTOMER PROGRAMS IN THE ORDINARY COURSE
OF BUSINESS AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor Prepetition Obligations to Customers and Otherwise Continue Customer Programs in the Ordinary Course of Business and (II) Granting Related Relief* (the “Motion”). In support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over these cases and this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409(a).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC’s service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.



2. The bases for the relief requested herein are sections 105(a), 363, 1107 and 1108 of title 11 of the United States Code, (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of the Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”) and *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

3. On March 4, 2025 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”). The Debtors have continued in possession of their properties and have continued to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has yet been established in these cases.

4. The factual background relating to the Debtors’ commencement of these cases is set forth in detail in the *Declaration of Jonathan M. Tibus in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”) filed on or about the date hereof and incorporated herein by reference.²

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the First Day Declaration.

THE DEBTORS' CUSTOMER PROGRAMS

5. To attract new customers, and to reward and provide incentives to existing customers, the Debtors employ, in the ordinary course of business, certain programs, promotions, and practices described herein (collectively, the “Customer Programs” and their obligations related thereto, the “Customer Programs Obligations”). Customer programs, like those administered by the Debtors, are standard in the restaurant and hospitality industries. Without the unfettered ability to continue the Customer Programs and satisfy any prepetition obligations owed in connection therewith, the Debtors risk losing customer loyalty, goodwill, and market share in a saturated and competitive environment, which loss could cause a precipitous decline in the value of the Debtors’ business at this critical juncture. The Debtors’ ability to continue the Customer Programs and honor obligations related thereto is necessary to keep the Debtors’ reputation intact, meet competitive market pressures, ensure customer satisfaction, and ultimately, maximize value for the Debtors’ estates and stakeholders.

6. The Customer Programs include: (i) coupons and sales promotions; (ii) a gift card program; (iii) the Border Reward Program (as defined below); (iv) the catering program; and (v) Charitable Programs (as defined below). A summary of each Customer Program is set forth below:

Customer Programs Obligations	Approximate Prepetition Amount
Coupons and Sales Promotions	\$1,900,000
Gift Card Program	\$1,700,000
Border Reward Program	\$500,000
Debtor In-Store To-Go Infrastructure	\$55,000
Catering Program	\$1,200
Charitable Programs	\$150,000
Total	\$4,306,200

7. The Debtors believe that they must promptly assure customers of their continued ability to satisfy prepetition and postpetition obligations under the Customer Programs to maintain their valuable customer base, goodwill and a myriad of other important benefits derived therefrom, following the commencement of these chapter 11 cases. Any inability of the Debtors to honor these obligations promptly would be disastrous to the survival of the Debtors' business as a going concern because of the resulting destruction of goodwill and loss of customer patronage.

8. Continued use of the Customer Programs, on the other hand, will enable the Debtors to protect their customer base and revenue growth opportunities. Consequently, the Debtors seek the authority: (i) to maintain and administer the Customer Programs in the ordinary course of business; and (ii) to continue to pay, honor, or otherwise satisfy the Customer Program Obligations. As of the Petition Date, the Debtors estimate that there are approximately \$4,306,200 of outstanding Customer Program Obligations, which could be exercised in the ordinary course of the Debtors' restaurant business.

A. The Coupons and Sales Promotion

9. On The Border Mexican Grill & Cantina ("On The Border") competes and markets its brand in the casual dining market. As part of the Debtors' marketing efforts in this segment, the Debtors offer various in-store and online sales promotions (the "Sales Promotions"). These Sales Promotions are adjusted seasonally to grow customer engagement, drive traffic, and showcase popular or new menu items. These Sales Promotions operate in tandem with the Debtors' Border Reward Program.

10. The Debtors also maintain a coupon redemption program pursuant to which they distribute coupons in-store, online, or in electronic mailings (collectively, the "Coupons" and

together with the Sales Promotions, the “Coupons and Sales Promotions”). The Coupons include vouchers distributed pursuant to certain Sales Promotions and bonus coupons distributed pursuant to certain gift card sales. To preserve the goodwill of On The Border’s customer base, the Debtors seek authorization to honor the Coupons issued prior to the Petition Date and to continue the Coupons and Sales Promotions in a manner consistent with ordinary business practices.

11. Based on prior practice and current utilization of the Coupons and Sales Promotions, the Debtors estimate that the entire amount of extant prepetition Coupons and Sales Promotions that the Debtors request to honor in the ordinary course will not exceed \$1,900,000.

B. The Gift Card Program

12. The Debtors maintain programs by which their customers can purchase gift cards at any On The Border location nationwide, online at www.ontheborder.com/gift-cards/, or through participating third-party retailers and distributors, and redeem such gift cards at any On The Border location (the “Gift Card Program”). In each instance, customers can purchase prepaid, no-fee gift cards (the “Gift Cards”) in customizable denominations up to \$500 to be used at the Debtors’ restaurants.

13. The Debtors are party to a gift card agreement (“Gift Card Agreement”) with Brinker Services Corp. (“Brinker”) whereby the Debtors partner with Brinker to maintain, sell and service co-branded Gift Cards with Brinker owned restaurants pursuant to the terms of the Gift Card Agreement. In accordance with the Gift Card Agreement, (i) On The Border sells Gift Cards co-branded with On The Border and the Brinker-owned restaurant chains in the Debtors’ restaurants (the “OTB Gift Cards”) and (ii) Brinker sells co-branded Gift Cards online and through third-party retailers (e.g., shopping centers, kiosks, grocery stores, and third-party restaurants) (the

“Third-Party Retailers”) (the “Brinker Gift Cards”). Customers can redeem and use the Brinker Gift Cards at the Debtors’ restaurants just as they do with the OTB Gift Cards. The Debtors maintain a liability for the OTB Gift Cards and pay Brinker service fees on account of servicing all Gift Cards. Comparatively, Brinker maintains the liability for the Brinker Gift Cards and reimburses the Debtors on a monthly basis on account of any Brinker Gift Cards that are redeemed at one of the Debtors’ restaurants. As a result, at the end of each month, Brinker reconciles the outstanding Gift Card liability, including netting out any service fees owed to Brinker by the Debtors, and satisfies any outstanding liability to the Debtors on account of the Gift Card Program.

14. Importantly, the Debtors have continued to honor Gift Cards without expiration as part of their business judgment. In accordance with the Gift Card Agreement, Brinker tracks the aggregate gift card hold size on a per-customer basis. As of the Petition Date, the maximum outstanding potential liability on account of the OTB Gift Cards is approximately \$1,700,000. However, given that a majority of the outstanding Gift Cards are Brinker Gift Cards, the Debtors are unable to predict the amount of net liability, if any, outstanding as of the Petition Date. Based on the general customer usage in the casual dining industry, the Debtors believe that any customer claims arising under the Gift Card Program are likely entitled to priority over other general unsecured claims pursuant to section 507(a)(7) of the Bankruptcy Code, up to \$3,350 per individual, because individual customers do not typically hold gift cards in aggregate amounts exceeding the statutory cap.

15. Accordingly, the Debtors seek authority to (i) maintain the Gift Card Program and to honor all Gift Cards purchased or given away to customers, including any Gift Cards that were

issued prior to the Petition Date, and (ii) continue to satisfy the Debtors' obligations under, and related to, the Gift Card Agreement.

C. Border Rewards Program

16. The Debtors administer a two-tier (Silver and Gold) customer loyalty program, known as the "Border Rewards Program." Through the Border Rewards Program, customers have the ability to determine their tier status based on level of participation and annual spend at On The Border. As part of the Border Rewards Program, every dollar spent earns the customer points in accordance with their applicable tier level and in connection with various promotions. As of the Petition Date, there are approximately 900,000 members in the Border Rewards Program, with approximately 585,000 active members that hold over 21,000,000 points in the aggregate. The Border Rewards Program is a strategic way of incentivizing customer loyalty and repeat visits by providing added value to customers. The Debtors utilize the Border Rewards Program in two manners: (i) as a rewards-based loyalty program designed to drive marginal sales through data-driven offers and (ii) as a brand-owned channel for efficiently communicating with customers to increase engagement. As part of the Border Rewards Program, rewards are loaded into the accounts of members who achieve sufficient points and spending required to receive them.

17. As of the Petition Date, the Debtors estimate that total liabilities for the Border Rewards Program are \$500,000. Based on historical data, the Debtors estimate that customer utilization of the Border Rewards Program will convert to an average monthly liability of \$41,667.

18. The Debtors' continued participation in the Border Rewards Program is both (a) fundamentally important to the continued operation of On The Border restaurants, and (b) a critical means of maintaining customer loyalty from existing customers and attracting new customers.

Accordingly, by way of this Motion, the Debtors seek authority to continue the Border Rewards Program in the ordinary course of business.

D. Third Party Food Delivery Service Providers

19. The Debtors also engage in a robust to-go order business through the use of its website (the “Debtor In-Store To-Go Infrastructure”) and through strategic relationships with popular third-party food delivery service providers, including Uber Eats, Door Dash, GrubHub, and others (collectively, the “Third-Party Food Delivery Service Providers”). Pursuant to the applicable service agreements, the Third-Party Food Delivery Service Providers, in most cases, net out their delivery costs and service fees on a per-order basis. The Debtors, therefore, do not remit payment to the Third-Party Food Delivery Service Providers.

20. The Debtors’ online ordering and delivery platform is serviced by OLO, Inc. (“OLO”). On average, the Debtors pay OLO approximately \$55,000 per month on account of the services OLO provides. As of the Petition Date, the Debtors estimate that they owe approximately \$55,000 in fees to OLO.

21. The Debtors’ seek authority, but not direction, through this Motion to satisfy any prepetition amounts to be paid in the ordinary course in connection with the Debtor In-Store To-Go Infrastructure.

E. Catering Deposits

22. The Debtors offer a one-stop, robust catering shop for their customers (“Catering Program”). In connection with the Catering Program, the Debtors’ collect deposits from their Catering customers that may be required to be returned by the Debtors in certain circumstances. As of the Petition Date, the Debtors estimate that they are holding approximately \$1,200 in

Catering Deposits, some of which may be required to be returned to the customer in certain situations. Accordingly, out of an abundance of caution, the Debtors seek authority, but not direction, through this Motion to satisfy any Catering Deposits or other expenses related to the Catering Program in the ordinary course of business.

F. Charitable Programs

23. From time to time, the Debtors sponsor certain charitable programs either by facilitating and encouraging customer donations to certain sponsored charities or by donating a portion of the sales made in connection with a fundraiser (each a “Charitable Program” and collectively, the “Charitable Programs”). As of the Petition Date, the Debtors estimate that total liabilities for the Charitable Programs are \$150,000. Any postpetition expenditures associated with the Charitable Programs will be (i) consistent with the Debtors’ historic expenditures, (ii) made in the ordinary course of business and (iii) will be part of any approved budget in connection with the Debtors’ postpetition financing and use of cash collateral.

24. The Debtors believe that the positive impact on the communities they serve, coupled with customer goodwill and increased foot traffic generated by the Charitable Programs, warrants their continued sponsorship on a postpetition basis, including honoring any related outstanding obligations that arose prior to the Petition Date. Customers, employees and partners who make donations to the Charitable Programs expect the Debtors to honor their representations regarding the use of such donations or otherwise continue operating such Charitable Programs. Failing to do so would tarnish the Debtors’ reputation and customer relationships during an already sensitive, transitional time for the Debtors’ businesses. Certain donations made under the Charitable Programs are held in trust by the Debtors on behalf of the charities and consequently

may not be considered property of the Debtors' estates. By way of this Motion, the Debtors seek authority to continue the Charitable Programs and to honor all prepetition obligations related thereto, including by remitting any funds held in trust for a sponsored charity to that charity in the ordinary course of business.

RELIEF REQUESTED

25. By this Motion, and pursuant to sections 105(a), 363, 1107(a) and 1108 of the Bankruptcy Code, the Debtors request entry of an order, substantially in the form annexed hereto as **Exhibit A**, (a) authorizing, but not directing, the Debtors, in their sole discretion, to pay, honor, or otherwise satisfy prepetition obligations to customers and to otherwise continue prepetition customer practices and programs in the ordinary course of business, (b) authorizing, but not directing, the Debtors, in their sole discretion, to pay, honor, or otherwise satisfy prepetition processing costs and fees associated with these practices and programs, (c) authorizing and directing the Debtors' banks and financial institutions (collectively, the "**Banks**") to receive, process, honor and pay all checks and electronic payment requests relating to the foregoing, and (d) granting related relief.

BASIS FOR RELIEF REQUESTED

A. The Court Should Authorize the Debtors to Continue the Customer Programs.

26. As an initial matter, sections 1107(a) and 1108 of the Bankruptcy Code authorize a debtor-in-possession to continue to operate its business. Pursuant to section 363(c) of the Bankruptcy Code, a debtor-in-possession, operating its business pursuant to section 1108 of the Bankruptcy Code, may use property of the estate in the ordinary course of business without notice or a hearing. The Debtors respectfully submit that continuing, maintaining, replacing, initiating,

and terminating their Customer Programs is in the ordinary course of their business and is permitted by section 363 of the Bankruptcy Code, without further application to the Court. However, out of an abundance of caution, the Debtors seek authority, but not direction, to continue, renew, replace, implement, modify and/or terminate the Customer Programs consistent with prepetition practices as they deem appropriate, and to honor their undisputed prepetition obligations in respect thereof, in their sole discretion and in the ordinary course of business, without interruption, in accordance with prepetition practices.

27. In addition, pursuant to section 363 of the Bankruptcy Code, the Debtors may, in the exercise of their sound business judgment and after notice and a hearing, use property of the estates outside of the ordinary course of business. The Debtors believe that the use of estate funds to continue the Customer Programs is permitted by sections 363(b) of the Bankruptcy Code as necessary costs of preserving the Debtors' estates. By honoring the Customer Programs, the Debtors believe that they will be able to retain, maintain, and create valuable customer relationships, which will strengthen the Debtors' business and prospects for successfully prosecuting these chapter 11 cases.

28. The Debtors submit that, generally, honoring the terms of the Customer Programs are ordinary course transactions for which the Debtors do not need court approval. *See id.* 363(c). However, to the extent that the Customer Programs do not represent "ordinary course" transactions, the Court may authorize the Debtors' continued honoring of the Customer Programs under section 363(b) of the Bankruptcy Code. Section 363(b) provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." *Id.* § 363(b)(1). Consistent with a debtor's fiduciary duties,

where there is a sound business purpose for the payment of prepetition obligations, and where the debtor is able to “articulate some business justification, other than the mere appeasement of major creditors,” courts have authorized debtors to make such payments under section 363(b) of the Bankruptcy Code. See *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (authorizing payment of prepetition claims where the debtors articulate “some business justification, other than the mere appeasement of major creditors”); *In re James A. Phillips, Inc.*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (authorizing, pursuant to section 363, a contractor to pay prepetition claims of some suppliers who were potential lien claimants, because the payments were necessary for the general contractors to release funds owed to the debtors).

29. Further, to supplement the explicit powers described above, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the Debtors is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175. “Under 11 U.S.C. § 105, the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the Debtors.” *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (citing *Ionosphere Clubs*, 98 B.R. at 177). The Debtors submit that honoring their prepetition obligations under the Customer Programs and the continuation of such Customer Programs in the ordinary course of business on a postpetition basis is imperative to the Debtors’ ongoing operations and their continued viability.

30. Moreover, to the extent that such prepetition obligations relating to the Customer Programs constitute claims arising from prepayments, many, if not all, of such claims are entitled

to priority under section 507(a)(7) of the Bankruptcy Code. Accordingly, the value of the prepetition prepayments currently held by the Debtors are value that would not otherwise have been available for distribution to the Debtors' unsecured creditors in the absence of the relief sought herein. Thus, the honoring of such prepetition prepayments does not serve to prejudice any of the Debtors' other stakeholders.

31. The necessity of the Customer Programs in the Debtors' industry cannot be overstated and many of the Customer Programs are standard practice. If the Debtors' obligations under the Customer Programs are not honored, the Debtors risk alienating their customers and encouraging them to obtain services from the Debtors' competitors. In addition, the Debtors' hard-earned reputation and brand loyalty will be adversely affected, irreparably harming the Debtors' prospects to maximize value through these chapter 11 cases. *See In re Coserv, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (noting that one example where a debtor-in-possession can only fulfill its fiduciary duty by pre-plan satisfaction of a prepetition claim is "prepetition . . . claims of . . . a customer which, if not honored, could so harm the debtor's good will as to destroy its going concern value"); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (holding that "such a failure to pay and its consequent loss of customer base would impair value of the business on either a going concern or liquidation basis").

32. Simply put, the continuity, viability, and revitalization of the Debtors' business are dependent upon the development and maintenance of the loyalty of their customers. Courts in this District and others have routinely approved relief similar to that requested herein. *See, e.g., In re The Krystal Company*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Jan. 22, 2020) [Docket No. 38]; *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 8, 2019)

[Docket No. 64]; *In re Beaulieu Grp., LLC*, Case No. 17-41677 (PWB) (Bankr. N.D. Ga. July 20, 2017) [Docket No. 47]; *In re AstroTurf, LLC*, Case No. 16-41504 (PWB) (Bankr. N.D. Ga. July 7, 2016) [Docket No. 57]; *In re Cagle's, Inc.*, Case No. 11-80202 (JB) (Bankr. N.D. Ga. Oct. 20, 2011) [Docket No. 25]; *In re Pike Nursery Holding, LLC*, Case No. 07-79129 (MGD) (Bankr. N.D. Ga. Nov. 16, 2007) [Docket No. 33]; *In re Rhodes, Inc.*, Case No. 04-78434 (MGD) (Bankr. N.D. Ga. Nov. 8, 2004) [Docket No. 49].³ Considering the potential loss of competitiveness, goodwill and relationships, and the resulting negative impact on the Debtors' business and reorganization efforts, the requested relief is in the best interest of the Debtors, their estates and their creditors, and therefore the Motion should be approved in all respects.

33. In the instant case, the Court may authorize the Debtors to continue Customer Programs in the ordinary course of business under Section 363(b) of the Bankruptcy Code. Section 363(b) provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). To approve the use of assets outside the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, courts require only that the debtor "show that a sound business purpose justifies such actions." *Montgomery Ward*, 242 B.R. at 153 (D. Del. 1999); *see also Phoenix Steel*, 82 B.R. at 335–36.

34. The relief requested by the Motion represents a sound exercise of the Debtors' business judgment, necessary to avoid immediate and irreparable harm to the Debtors' estates and is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors' businesses

³ Because of the voluminous nature of the orders cited herein, they are not attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

depend upon their ability to assure their customers of consistent, high-quality goods and services, and their customers' continued support and patronage is critical to the success of these chapter 11 cases. The Debtors' ability to maintain and continue administering the Customer Programs without interruption is critical to the Debtors' valuable customer relationships and goodwill, which will inure to the benefit of the Debtors' key stakeholders. If the Debtors are unable to continue the Customer Programs or honor the obligations thereunder, On The Border risks alienating customers, resulting in losses of customer support and goodwill that will harm the Debtors' prospects for a successful postpetition sale process and their ability to maximize the value of their estates. Such harm would amplify the negative effective of customer uncertainty that may arise from the commencement of these chapter 11 cases. In particular, the Debtors believe that the interruption of any of their Customer Programs may subject them to significant negative press and deterioration of market share.

35. For the foregoing reasons, the relief requested herein will preserve and enhance the value of the Debtors' businesses. Accordingly, the relief requested is necessary, appropriate, and in the best interests of the Debtors, their estates, and all other parties in interest in these chapter 11 cases. Accordingly, the Court should authorize the Debtors to continue maintaining and administering the Customer Programs in the ordinary course of business and to pay and honor, as applicable, any prepetition obligations that may be outstanding with respect thereto.

B. The Court Should Authorize and Direct the Debtors' Banks to Honor Payments in Respect of the Customer Programs.

36. The Debtors further request that the Debtors' banks and financial institutions (the "Banks") be authorized, when so requested by the Debtors, in their sole discretion, to receive, process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors' bank

accounts to pay all prepetition obligations described herein, whether such checks or other requests were submitted prior to or after the Petition Date, and to make other transfers, provided that sufficient funds are available in the applicable account to make such payments. The Debtors further request that the Banks be authorized and directed to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to any order of the Court granting the relief requested in this Motion.

EMERGENCY CONSIDERATION

37. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one (21) days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

WAIVER OF ANY APPLICABLE STAY

38. The Debtors seek a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order,

unless the court orders otherwise.” The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

39. Nothing contained herein is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors or any liens satisfied pursuant to this Motion; (ii) an agreement or obligation to pay any claims; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (iv) a waiver of the Debtors’ or any appropriate party in interest’s right to dispute any claim; or (v) an approval, assumption, or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors’ right to dispute such claim subsequently.

NOTICE

40. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors’ thirty (30) largest unsecured creditors; (c) counsel to the Debtors’ prepetition lenders; (d) counsel to the Debtors’ debtor-in-possession lender; (e) the Internal Revenue Service; (f) the Georgia Department of Revenue; (g) the Attorney General for the State of Georgia; (h) the United States Attorney for the Northern District of Georgia; (i) the state attorneys general for states in which the Debtors conduct business;

and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

NO PRIOR REQUEST

41. No prior request for the relief sought in this Motion has been made to this or any other court.

CONCLUSION

WHEREFORE, the Debtors request this Court enter an order, substantially in the form of **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

[Remainder of Page Intentionally Blank]

Date: March 5, 2025
Atlanta, Georgia

Respectfully submitted,

KING & SPALDING LLP

/s/ Jeffrey R. Dutson

Jeffrey R. Dutson

Georgia Bar No. 637106

Brooke L. Bean

Georgia Bar No. 764552

Alice Kyung Won Song

Georgia Bar No. 692753

KING & SPALDING LLP

1180 Peachtree Street NE

Atlanta, Georgia 30309

Telephone: (404) 572-4600

Email: jdutson@kslaw.com

Email: bbean@kslaw.com

Email: asong@kslaw.com

*Proposed Counsel for the Debtors in
Possession*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	Chapter 11
)	
OTB HOLDING LLC, <i>et al.</i> , ¹)	Case No. 25-52415 (SMS)
)	
)	
Debtors.)	(Jointly Administered)
_____)	

**ORDER (I) AUTHORIZING THE DEBTORS TO HONOR
PREPETITION OBLIGATIONS TO CUSTOMERS AND OTHERWISE
CONTINUE CUSTOMER PROGRAMS IN THE ORDINARY COURSE
OF BUSINESS AND (II) GRANTING RELATED RELIEF**

This matter is before the Court on the *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor Prepetition Obligations to Customers and Otherwise Continue Customer Programs in the Ordinary Course of Business and (II) Granting Related Relief*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC's service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.

(the “Motion”) [Docket No. ____] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). All capitalized terms used but not defined herein shall have the meanings given them in the Motion.

The Court has considered the Motion, the First Day Declaration, and the matters reflected in the record of the hearing held on the Motion on _____, 2025. It appears that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest, and that good cause has been shown therefor; IT IS HEREBY ORDERED:

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, pursuant to sections 105(a), 363, 1107(a) and 1108 of the Bankruptcy Code, to continue, renew, replace, implement, modify and/or terminate the Customer Programs, as they deem appropriate, in the ordinary course of business.
3. The Debtors are authorized, but not directed, in their sole discretion, to pay, honor, or otherwise satisfy all prepetition obligations relating to the Customer Programs in the ordinary course of business, in the same manner and on the same basis as the Debtors honored such obligations prior to the commencement of these chapter 11 cases, including, without limitation, any prepetition processing costs and fees associated with the Customer Programs.

4. The Debtors are authorized, but not directed, to continue to issue, sell, maintain, and honor Gift Cards through the Gift Card Program in the ordinary course of business in accordance with practices and procedures that were in effect before the Petition Date. The Debtors are further authorized, but not directed, to honor, solely in their business judgment and in the ordinary course, obligations owed to Brinker under the Gift Card Agreement.

5. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to maintain and administer the Charitable Programs in effect and to honor and pay any prepetition obligations related thereto in the ordinary course of business in accordance with practices and procedures that were in effect before the Petition Date.

6. The Debtors' Banks shall be, and hereby are, authorized and directed, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors' bank accounts on account of the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. The Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any duty of further inquiry or liability to any party for relying on such representations or instructions by the Debtors as provided for in this order.

9. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as (a) an admission as to the validity, priority or amount of any claim against the Debtors or their estates, or an approval or assumption of any agreement, contract, lease or Customer Program pursuant to section 365 of the Bankruptcy Code, or (b) a waiver of the rights of the Debtors and their estates, or shall impair the ability of the Debtors and their estates, to contest the validity, priority and amount of any claims or any payment made pursuant to this Order.

10. Notwithstanding anything to the contrary contained herein, (i) any payment made or to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved postpetition financing facility or any order regarding the use of cash collateral approved by the Court in these chapter 11 cases, including, without limitation, the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and Granting Related Relief* (the “DIP Order”), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the DIP Order and the Budget (as defined in the DIP Order) shall control. For the avoidance of doubt, the Debtors are not authorized to make payments pursuant to this Order except as permitted by the Budget.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

12. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

13. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon its entry.

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

15. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) shall, within three (3) days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

[END OF ORDER]

Prepared and presented by:

/s/ Jeffrey R. Dutson

Jeffrey R. Dutson

Georgia Bar No. 637106

Brooke L. Bean

Georgia bar No. 764552

Alice Kyung Won Song

Georgia Bar No. 692753

KING & SPALDING LLP

1180 Peachtree Street NE

Atlanta, Georgia 30309

Telephone: (404) 572-4600

Email: jdutson@kslaw.com

Email: bbean@kslaw.com

Email: asong@kslaw.com

Proposed Counsel for the Debtors in Possession