

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	Chapter 11 Cases
)	
OTB HOLDING LLC, <i>et al.</i> , ¹)	Case No. 25-52415 (SMS)
)	
Debtors.)	(Joint Administration Requested)
)	

**EMERGENCY APPLICATION OF DEBTORS FOR ENTRY OF ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS,
NOTICING, SOLICITATION AND ADMINISTRATIVE
AGENT EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), granting the relief described below. In support of this Application (the “Application”), the Debtors submit the *Declaration of Evan J. Gershbein in Support of Emergency Application of Debtors for Entry of Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the “Gershbein Declaration”), attached hereto as **Exhibit B**, and respectfully state 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), 327(a), 521, 1107, and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), 28 U.S.C. § 156(c), and Rules 1007, 2002, 2014, 2016, and 6003 of the Federal Rules of 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 the *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 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 contemporaneously herewith 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.

RELIEF REQUESTED

5. By this Application, the Debtors respectfully request entry of an order, substantially in the form of **Exhibit A**, authorizing the Debtors to employ Kurtzman Carson Consultants, LLC, dba Verita Global (“Verita”) to, among other things: (a) assist in the preparation of the Debtors’ Schedules (as defined below); (b) serve as the Debtors’ claims and noticing agent (“Claims and Noticing Agent”) to receive and record proofs of claim and proofs of interest and mail notices to certain of the estates’ creditors and other parties in interest; (c) provide computerized claims, objection and balloting database services; and (d) provide expertise and assistance in claim and ballot processing and with the dissemination of other administrative information related to the cases.

BASIS FOR RELIEF REQUESTED

6. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize facilities other than those of the Clerk’s Office for the administration of bankruptcy cases, including such matters as giving notice of hearings and orders filed in the cases, the meeting of creditors pursuant to section 341 of the Bankruptcy Code and claims bar dates, and providing record-keeping and claims-docketing assistance.

7. Bankruptcy Code section 327(a) similarly provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]’s duties under this title.

11 U.S.C. § 327(a).

8. For the reasons set forth below, the Debtors believe it is necessary and in the best interests of their creditors and estates to engage Verita to act as outside notice and claims agent to assume full responsibility for the distribution of notices and proof of claim forms and the maintenance, processing and docketing of all proofs of claim filed in these chapter 11 cases. In addition, in connection with any plan proposed by the Debtors, the Debtors have determined that they will require the service of Verita with respect to the mailing of the Debtors' disclosure statement, plan, and ballots and in maintaining and tallying ballots in connection with the voting on such plan.

9. The Debtors anticipate that there will be in excess of 20,000 parties that the Debtors will be required to serve with various notices, pleadings, and other documents filed in these chapter 11 cases. In consideration of the number of anticipated claimants and parties in interest and the nature of the Debtors' business, the Debtors respectfully submit that the appointment of Verita will expedite the distribution of notices and relieve the Debtors and/or the Clerk's Office of the administrative burden of processing such notices.

10. Verita will undertake such actions and procedures as directed and requested by the Debtors and the Clerk, including, but not limited to, the following:

- a. create and maintain a computer database of all creditors, claimants and parties in interest;
- b. prepare and serve required notices in these chapter 11 cases, which may include:
 - i. notice of the commencement of these cases and the initial meeting of creditors;
 - ii. notice of the claims bar date, if any;
 - iii. notice of objections to claims;

- iv. notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
- v. other miscellaneous notice to any entities, as may be deemed necessary for the orderly administration of these cases;
- c. maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- d. after the mailing of a particular notice, prepare for filing with the Clerk's Office a certificate or affidavit of service that references the document served and includes an alphabetical listing of the parties to whom the notice was mailed and the date and manner of mailing;
- e. furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- f. receive and record proofs of claim and proofs of interest;
- g. create and maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - i. the names of the Debtors;
 - ii. the name and address of the claimant, and any agent thereof;
 - iii. the date received;
 - iv. the claim number assigned; and
 - v. the asserted amount and classification of claim;
- h. implement necessary security measures to ensure the completeness and integrity of the claims register;
- i. transmit to the Clerk's Office a copy of the claims register upon request and at agreed upon intervals;
- j. act as solicitation agent, which will include the following services:

- i. print ballots;
- ii. coordinate mailing of ballots, disclosure statement(s), and plan(s) of reorganization and other appropriate materials to all voting and non-voting parties, and provide affidavits of service;
- iii. prepare voting reports by plan class, creditor, o shareholder, and amount for review and approval by the Debtors and their counsel; and
- iv. receive and tabulate ballots, inspect ballots for conformity to voting procedures, date stamp and number ballots consecutively, provide computerized balloting database services and certify the tabulation results;
- k. maintain an up-to-date creditor matrix, which list shall be available upon request of a party in interest or the Clerk's Office;
- l. record all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure and provide notice of such transfers as required thereunder;
- m. assist with the preparation of the Debtors' Schedules and gather data in conjunction therewith;
- n. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
- o. promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;
- p. perform such other administrative and support related noticing, claims, docketing, solicitation and distribution services as the Debtors or the Clerk's Office may request;
- q. provide reconciliation and resolution of claims services to the Debtors; and
- r. aid in the preparation, mailing, and tabulation of ballots for the purpose of accepting or rejecting any plan of reorganization proposed by the Debtors.

11. Verita has substantial experience in the matters upon which it is to be engaged.

Verita has provided identical or substantially similar services in the following chapter 11 cases:

See, e.g., In re LaVie Care Centers, LLC, et al., Case No. 24-55507 (PMB) (Bankr. N.D. Ga. Jun. 5, 2024); *In re The Container Store Group, Inc., et al.*, No. 24-90627 (ARP) (Bankr. S.D. Tex.

Dec. 22, 2024); *In re Vertex Energy, Inc., et al.*, No. 24-90507 (CML) (Bankr. S.D. Tex. Sept. 24, 2024); *In re Fulcrum BioEnergy, Inc., et al.*, No. 24-12008 (TMH) (Bankr. D. Del. Sept. 9, 2024); and *In re Invitae Corporation, et al.*, No. 24-11362 (MBK) (Bankr. D. N.J. Feb. 13, 2024). Verita has participated in bankruptcy cases filed in the Northern District of Georgia, among other jurisdictions. The Debtors believe that Verita is well suited to serve as claims, noticing, solicitation, and administrative agent in the chapter 11 cases.

PROFESSIONAL COMPENSATION

12. Verita will be compensated according to its customary fee arrangement, which combines an hourly fee rate with non-hourly case specific charges as well as reimbursement for reasonable out-of-pocket expenses. The exact terms of Verita's fees are further explained in the agreement, dated as of February 19, 2025, and attached hereto as **Exhibit B** (the “Services Agreement”).

13. The Debtors respectfully submit that the terms of Verita's compensation and employment under the Services Agreement are reasonable in light of the services to be performed. Therefore, the Debtors request authorization to compensate Verita for services rendered, without further order of this Court, upon the submission of monthly invoices by Verita summarizing, in reasonable detail, the services for which compensation is sought.

14. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the above-described services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court. Verita agrees to maintain records

of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the Northern District of Georgia, counsel for the Debtors, counsel to the Debtors' lender, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$35,000 (the "Retainer"), which was received by Verita on February 19, 2025. Except as stated in this paragraph, Verita has not received any payments from the Debtors in the ninety (90) days prior to the Petition Date. Verita seeks to first apply the Retainer to any prepetition invoices, and thereafter, to have the Retainer replenished to the original amount, and thereafter, to hold the retainer under the Services Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred in accordance with the Services Agreement.

DISINTERESTEDNESS

16. In accordance with section 327(a) of the Bankruptcy Code, Verita has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the *Declaration of Evan J. Gershbein in Support of Emergency Application of Debtors for Entry of Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date*, (the "Gershbein Declaration," attached hereto as **Exhibit**

C), Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

17. Moreover, in connection with its retention, Verita represents in the Gershbein Declaration, among other things that:

- a. Verita is not a creditor of the Debtors;
- b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in these chapter 11 cases;
- c. By accepting employment in these chapter 11 cases, Verita waives any rights to receive compensation from the United States government as Claims and Noticing Agent;
- d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- e. Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- f. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- g. Verita will be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfer;
- h. Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- i. None of the services provided by Verita as Claims and Noticing Agent will be at the expense of the Clerk's Office.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

18. In accordance with the Debtors' request, Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of their employment and retention, effective as of the Petition Date, so that Verita can be

compensated for services rendered on and after the Petition Date, including prior to approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of the employment, as proposed in the Application, because Verita has provided, and continues to provide, valuable services to the Debtors' estates during the interim period. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Verita as Claims and Noticing Agent effective as of the Petition Date.

EMERGENCY CONSIDERATION

19. The Debtors respectfully request emergency consideration of this Application 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" as well as BLR 9006-2 which allows the Court to "shorten the time for notice and hearing with regard to an emergency matter requiring immediate attention." 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 Application on an emergency basis.

NOTICE

20. 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 Debtor's 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

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

CONCLUSION

WHEREFORE, the Debtors requests 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 Left Blank]

Date: March 5, 2025
Atlanta, GA

Respectfully submitted,

KING & SPALDING LLP

/s/ Jeffrey R. Dutson
Jeffrey R. Dutson
Georgia Bar No. 637106
Brooke L. Bean
Georgia Bar No. 764552
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 Cases
)	
OTB HOLDING LLC, <i>et al.</i> , ¹)	Case No. 25-52415 (SMS)
)	
Debtors.)	(Joint Administration Requested)
)	

**ORDER GRANTING EMERGENCY APPLICATION FOR AUTHORITY
TO RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL
AS CLAIMS, NOTICING, SOLICITATION AND ADMINISTRATIVE AGENT
EFFECTIVE AS OF THE PETITION DATE**

This matter is before the Court on the *Emergency Application of Debtors for Entry of Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the “Application”) [Docket No. [●]] of the above-captioned debtors and debtors in

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.

possession (collectively, the “Debtors”). All capitalized terms used but not defined herein shall have the meanings given them in the Application.

The Court has considered the Application, the First Day Declaration, and the matters reflected in the record of the hearing held on the Application on [●], 2025. 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 Application 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 Application is GRANTED to the extent set forth herein.
2. The Debtors are authorized to retain Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as their claims, noticing, solicitation, and administrative agent (the “Claims and Noticing Agent”) as of the Petition Date to perform the services described in the Application.
3. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code sections 105(a) and 327(a), and Bankruptcy Rules 2002, 2014, and 2016, the Debtors are authorized, but not directed, to retain Verita as Claims and Noticing Agent in the chapter 11 cases, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is directed to perform the Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the chapter 11 cases and perform all related tasks as set forth in the Application, the Services Agreement, and this Order. In addition to the services set forth in the Application and the Services Agreement, Verita is authorized to provide other noticing, claims processing, and administrative services as the

Debtors and the Clerk may request from time to time. The Clerk shall provide Verita with ECF credentials that allow Verita to receive ECF notifications and file certificates of service.

4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the chapter 11 cases and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Verita is authorized and directed to obtain a post office box or address for the receipt of proofs of claim. Verita is also authorized to provide an electronic interface for filing proofs of claim, subject to further Court approval.

6. Verita is authorized to take such other action to comply with all duties set forth in the Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtors are authorized to compensate Verita for its Services in accordance with the terms of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek this Court's approval for the compensation of its services and reimbursement of its expenses.

9. Verita shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors,

the U.S. Trustee, counsel to the Debtors, counsel to any statutory committee appointed in the chapter 11 cases, and any party-in-interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of Verita incurred in connection with the Services shall be an administrative expense of the Debtors' estates.

12. Verita may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$35,000, and thereafter, Verita may hold the retainer during the Chapter 11 Cases as security for payment of Verita's final invoice for services rendered and expenses incurred under the Services Agreement. Upon cessation of Verita's engagement, any unused advance amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

13. The Debtors are authorized to indemnify Verita under the terms of the Services Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from Verita's negligence, misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if the

Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the chapter 11 cases, Verita 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 Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application therefor in the Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. If Verita seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Verita's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties-in-interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Verita shall provide access to the Claims Register without charge, including access to copies of proofs of claim with attachments, if any.

15. In the event Verita is unable to provide the Services, Verita will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors and Verita are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

17. Verita shall not cease providing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

18. Notice of the Application as provided therein shall be deemed good and sufficient notice of the same and the requirements of the Bankruptcy Rules are satisfied by such notice. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

20. Proposed counsel for the Debtors, through 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]

Exhibit B

Services Agreement

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 19 day of February 2025, between OTB Holding LLC (together with its subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, Verita will give thirty (30) days written notice to the Company prior to any such increase.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice (subject to approval by the Bankruptcy Court, if necessary). Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice (and following Bankruptcy Court approval, if necessary), the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$35,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the

VERITA AGREEMENT FOR SERVICES

Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

VERITA AGREEMENT FOR SERVICES

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or

VERITA AGREEMENT FOR SERVICES

commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day

VERITA AGREEMENT FOR SERVICES

after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

OTB Holding LLC
c/o On the Border
2201 W Royal Lane, Suite 170
Irving, TX 75063
Attn: Jonathan Tibus
E-Mail: JTibus@alvarezandmarsal.com

With a copy to:

King & Spalding LLP
1180 Peachtree Street NE, Suite 1600
Atlanta, GA 30309
Attn: Brooke L. Bean
Tel: (404) 572-4692
E-Mail: bbean@kslaw.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

VERITA AGREEMENT FOR SERVICES

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

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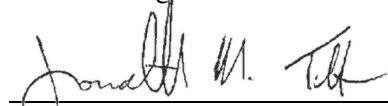
BY: Evan Gershbein

DATE:

19-Feb-2025 | 8:02:19 PM EST

TITLE: EVP, Corporate Restructuring Services

OTB Holding LLC and its subsidiaries



BY: Jonathan Tibus

DATE: February 19, 2025

TITLE: Chief Restructuring Officer

Exhibit C

Declaration of Evan Gershbein

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

In re:)	Chapter 11 Cases
)	
OTB HOLDING LLC, <i>et al.</i> , ¹)	Case No. 25-52415 (SMS)
)	
Debtors.)	(Joint Administration Requested)
)	

**DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT OF EMERGENCY
APPLICATION OF DEBTORS FOR ENTRY OF ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING,
SOLICITATION, AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE
PETITION DATE**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I, Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC, dba Verita Global ("Verita"), whose offices are located at 222 N. Pacific Coast Highway, Suite 300, El Segundo, California. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this "Declaration") is made in support of the *Emergency Application of Debtors for Entry of Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, Solicitation, and Administrative*

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.

Agent Effective as of the Petition Date (the “Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

3. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita’s professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has provided identical or substantially similar services in the following chapter 11 cases: *See, e.g., In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. Jun. 5, 2024); *In re The Container Store Group, Inc., et al.*, No. 24-90627 (ARP) (Bankr. S.D. Tx. Dec. 22, 2024); *In re Vertex Energy, Inc., et al.*, No. 24-90507 (CML) (Bankr. S.D. Tx. Sept. 24, 2024); *In re Fulcrum BioEnergy, Inc., et al.*, No. 24-12008 (TMH) (Bankr. D. Del. Sept. 9, 2024); and *In re Invitae Corporation, et al.*, No. 24-11362 (MBK) (Bankr. D. N.J. Feb. 13, 2024).

4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk’s Office, the noticing and claims-related services specified in the Application. In addition, at the Debtors’ request, Verita will perform such other noticing, claims, technical, administrative, and support services specified in the Application. Verita represents, among other things, the following:

- a. Verita is not a creditor of the Debtors;
- b. Verita is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
- c. Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the claims and noticing agent in these chapter 11 cases;

- d. By accepting employment in these chapter 11 cases, Verita waives any rights to receive compensation from the United States government as claims and noticing agent;
- e. In its capacity as the claims and noticing agent in these chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- f. Verita will not employ any past or present employees of the Debtors in connection with its work as the claims and noticing agent in these chapter 11 cases;
- g. In its capacity as claims and noticing agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- h. Verita will be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfer;
- i. Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Verita as claims and noticing agent will be at the expense of the Clerk's Office.

5. I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Parties in Interest") in these chapter 11 cases. The list of Parties in Interest that Verita reviewed is annexed hereto as Schedule A. The list of Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, the Debtors' current and former officers and directors, secured creditors, top 30 unsecured creditors, landlords, and other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or relationships bearing on the matters described

herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

6. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

7. Verita has and will continue to represent clients in matters unrelated to these Chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with these chapter 11 cases or the Debtors.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers

(the “Board”) of Verita’s ultimate parent company, KCC Parent LLC dba Verita Parent (“Parent”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a “disinterested person” as that term is defined in the Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: March 5, 2025

Respectfully submitted,

/s/ Evan Gershbein
Evan Gershbein

Schedule A

List of Potential Parties in Interest

Debtors

MT. LAUREL RESTAURANT OPERATIONS LLC
OTB ACQUISITION LLC
OTB ACQUISITION OF BALTIMORE COUNTY LLC
OTB ACQUISITION OF KANSAS LLC
OTB ACQUISITION OF HOWARD COUNTY LLC
OTB ACQUISITION OF NEW JERSEY LLC
OTB HOLDING LLC

Significant Equity Holders

ARGONNE CAPITAL GROUP
ARGONNE CAPITAL PARTNERS I, LP
ARGONNE CAPITAL PARTNERS PARALLEL I, LP
BORDER PARENT LLC

Known Affiliates

ARGONNE CAPITAL PARTNERS I, LP
ARGONNE CAPITAL PARTNERS PARALLEL I, LP
BORDER GP LLC
BORDER HOLDINGS, LLC
BORDER PARENT HOLDINGS, LP
BORDER PARENT LLC
BORDER PARTNERS LP
OTB PARTNER INTEREST, LLC

Directors/Officers

BEN NEMO
BRIAN SHAUGHNESSY
CHRIS ROCKWOOD
EVELINA ROJAS
KARL JAEGER
KHALID ESSAFI
MIKE KLUMP
STACIE BENNETT
TARA SAUERNHEIMER

Former Directors/Officers

ERIC EASTON
KEITH DAVIS
TIM WARD

Depository Institutions and Lenders

CROSSFIRST BANK
BANK OF AMERICA

Franchisees

BAYSIDE PRIVATE EQUITY COMPANY, LTD., A KOREAN CORPORATION
BEST AUSTIN HOSPITALITY, INC.
CONFUSION, LLC
DENVER AIRPORT HGI
FIRETAP TIKAHTNU, LLC
FRONTERA CHICOS
HOST INTERNATIONAL, INC.
JRW, INC., A KOREAN CORPORATION
MESA BORDER, INC.
NCF BORDER, INC.
OMA MEX, LLC
SYNERGY PACIFIC MGMT, LLC

Insurance

1970 GROUP, INC.
AFCO
ASPEN AMERICAN INSURANCE COMPANY
ARTHUR J. GALLAGHER & CO.
CHUBB GROUP OF INSURANCE CO
COALITION INSURANCE SOLUTIONS, INC.
GREAT AMERICAN INSURANCE GROUP
HANOVER INSURANCE COMPANY
HARTFORD FIRE INSURANCE COMPANY
HARTFORD INS. CO. OF THE MIDWEST
HISCOX INSURANCE COMPANY
HOMESITE INSURANCE COMPANY OF FLORIDA
LOCKTON COMPANIES, LLC
MARKEL AMERICAN INSURANCE COMPANY
METHOD INSURANCE
STARR INDEMNITY & LIABILITY COMPANY
U.S. SPECIALTY INSURANCE COMPANY
WESTCHESTER SURPLUS LINES INSURANCE CO
ZURICH AMERICAN INSURANCE COMPANY

Landlords

12383 JAMES STREET LLC
1350 NW, LLC

170 NE 40 STREET, INC.
2011 EAST COPELAND LAND TRUST
3P FAMILY INVESTMENTS, LLC
ACADIA REALTY TRUST
ADDISON QUORUM PARTNERS LTD
AGO TRUST JOHN NICHOLASVP FIDUCIARY SERVICE
AIRPORT ASSOCIATES LP
AMERICAN FINANCE OPERATING PSHIP LP
AMERICAN REALTY CAPITAL RETAIL OP PRS LP
ANIL KUMAR
AVIANA COMPANY LTC LLC
AZAD WOBURN, LLC
BARNERS POWER NORTH NO.1 LLC
BARTEL TRUST AGREEMENT
BELTLINE AIRPORT FRWY LTD
BF WICHITA, L.L.C.
BORDOLIS LLC
BRADLEY FAIR PROPERTIES
BRE DDR BR FAIRLANE MI LLC
BRIXMOR OPERATING
BROOKFIELD PROPERTIES
C & S COMMERCIAL PROPERTIES
CASTLE PARK INC.
CBL T C LLC
CENTRAL REALTY HOLDINGS LLC
COTTON, INC.
DDRA AHWATUKEE FOOTHILLS LL
DDRM WESTFALLS PLAZA
DIAL REALTY NORTH ACADEMY
DISCOUNTLAND INC.
E&P AT NESHAMINY LLC
EA GREENWOOD LLC
FAIRFAX COMPANY OF VIRGINA LLC
FB HOLTSVILLE RETAIL LLC
FOUNDATION CAPITAL RESOURCES, INC.
GARRETT ENTERPRISES INC
GGP JORDAN CREEK LLC
GGP-GRANDVILLE LLC
GRE BROADMOOR LLC
GRI GATEWAY OVERLOOK LLC
HAIDAR ESTATES, LLC
HARRIS METHODIST HEB
JAH INTERESTS VIII, LLC
JAHCO OKLAHOMA PROPERTIES

JF IV HOLDINGS LLC
JORDAN CREEK TOWN CENTER LLC
K/BTF BROADWAY OWNER LLC
KATRONEL PROPERTIES, LLC
KIMCO LAKE PRAIRIE TC LP
KOTIS HOLDINGS, LLC
KPE UNITED LLC
M.S. MANAGEMENT ASSOCIATES INC.
MAIN STREET AT EXTON LP
MANGANARO'S HERO BOY, INC.
MANSFIELD KDC III LP
MATTHEW MASON AS RECEIVER OF ALGONQUIN COMMONS
MCIF WANAMAKER CROSSING LLC
MEDRANO FAMILY INTERESTS III LLC
MRV PORTFOLIO DBA MK TOWNE CROSSING ASSOCIATES LLC
MVP INVESTMENTS
NADG NNN OTB (MO) LP
NADG NNN OTB OK LP
NATIXIS COMM MTG SEC TRUST COMM MTG PT CERTS
NEUBAUER ENTERPRISES, LLC
NEW MARKET SQUARE LTD
NOLAN KATZ
NORTHEAST BORDER, LLC
ORANGE GROVE UTILITIES
OTB WEATHERFORD LLC
OTR NOMINEE OF STATE TEACHERS
PAR CAPITAL PARTNERS, INC.
PARAMOUNT REALTY
PR WOODLAND LIMITED
RAMA IL, LLC
RANCHO TEXARKANA INVESTORS, LLC PACIFIC COMMERCIAL MANAGEMENT,
INC.
REALTY INCOME
REGENCY CENTERS CORPORATION
RESTON SPECTRUM LLP
ROBERT SISK
RPAI TOWSON SQUARE, L.L.C.
RTF NB RETAIL 1, LLC
SANKALP RETAIL FUND 1 LLC
SHARK PROPERTIES
SHOUJEN DANIEL DU AND CHRISTIE ZHENG LI, TRUSTEES OF THE DU AND LI
FAMILY TRUST
SIKES SENTER MALL REALTY HOLDINGS, LLC
SIMON PROPERTY GROUP INC.

SIMON PROPERTY GROUP LP
SOUTH SQUARE LLC
SRIVIVAS LP, 401 CRESCENT DR.
STERLING RESIDENTIAL, LLC
THERIOT HOLDINGS, LLC
THERIOT HOLDINGS, LLC
TRIAD DEVELOPMENT LTD
TSCA-250 LIMITED PARTNERSHIP
TWIN CREEKS FCH TX LLC
VERA CRUZ PROPERTIES LP
VEREIT, INC.
VISTA MANAGEMENT
WALLEN VENTURES LLC
WARWICK BALD HILL ROAD LLC
WESTLAND GARDEN STATE PLAZA LP (MASTER LANDLORD)
WESTLAND TRIPLE NET, LLC
WILLIAM ZIERING
WILLOW BEND MARKET LTD
ZIG IRVING LLC

Asserted or Existing Litigation Claimants

THE INFINTE AGENCY, LLC
WESTLAND TRIPLE NET, LLC

Major Foodservice Vendors

DEAN FOODS
LAND O' LAKES
US FOODS

Top 30 Vendors by Open A/P

AFCO ACCEPTANCE CORP
ANDREWS DISTRIBUTING OF N TX
BAILEY LAUERMAN AND ASSOCIATES INC
BEST RESTAURANT EQUIPMENT AND DESIGN INC
BROTHERS PRODUCE OF DALLAS INC
CINTAS CORPORATION NO 2
COLORMARK LC
DOORDASH INC
ECOLAB INC
EDWIN T WALLEN
FRONTIER PRODUCE INC
G&R MECHANICAL, INC.
GRANITE TELECOMMUNICATIONS LLC
HILTON DALLAS PLANO GRANITE PARK

INFINITE AGENCY LLC
KEANY PRODUCE CO
KIMBALL AND THOMPSON PRODUCE CO
LA GRASSO BROS INC
LIBERTY FRUIT CO INC
LOOMIS ARMORED INC
NCR CORPORATION
NUCO2 INC AND SUBSIDIARIES
PAYTRONIX SYSTEMS INC
PLAINFIELD FRUIT AND PRODUCE CO INC
SMITH AND HOWARD PC INC
SPECS WINES SPIRITS FINER FOOD
TEXAS RANGERS
THE CULINARY EDGE LLC
THE DIRECTV GROUP INC
THE WASSERSTROM CO INC
VESTIS GROUP INC
WESTERN ASSOCIATES INC

Bankruptcy Professionals – Retained

ALVAREZ AND MARSAL
HILCO CORPORATE FINANCE
KING & SPALDING LLP
KURTZMAN CARSON CONSULTANTS, LLC

Bankruptcy Judges

CHIEF JUDGE BARBARA ELLIS-MONRO
JUDGE JAMES R. SACCA
JUDGE JEFFREY W. CAVENDER
JUDGE LISA RITCHEY CRAIG
JUDGE MARY GRACE DIEHL
JUDGE PAUL M. BAISIER
JUDGE PAUL W. BONAPFEL
JUDGE SAGE M. SIGLER

U.S. Trustee Office

ADRIANO O. IQBAL
ALAN HINDERLEIDER
ALLISON CLEARY
ANNE CABRERA
BETH BROWN
CHEVONNE DUCILLE
DAVID WEIDENBAUM
DEBORAH R. JACKSON

DONAVAN SLACK
JONATHAN S. ADAMS
LINDSAY KOLBA
LISA SMOOT
MARTIN P. OCHS
MICHELE STEPHENS-TAYLOR
R. JENEANE TREACE
RANDAL D. ENNEVER
ROSLYN DOWDY
ROXANA PETERSON
SCARLETT L. ALDAZ
TARA KELLY