



IT IS ORDERED as set forth below:

Date: March 11, 2025

**Sage M. Sigler
U.S. Bankruptcy Court Judge**

**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.)	(Jointly Administered)
)	

**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. 12] of the above-captioned debtors and debtors in possession

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.



(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 March 6, 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. Within five (5) business days of entry of this Order, Verita shall file a supplemental declaration (“Supplemental Declaration”) disclosing any connections that Verita has with any Party in Interest.

5. Verita shall provide unrestricted access to the U.S. Trustee of all documents, pleadings, and claims recorded on file in any of the Debtors’ chapter 11 cases.

6. Notwithstanding anything to the contrary contained herein, any party in interest may object to the relief sought in the Application solely on the basis of the disclosures made in the Supplemental Declaration; provided that any such objection shall be filed with the Court within seven days following the filing of the Supplemental Declaration.

7. Notwithstanding anything to the contrary in the Services Agreement or Application, Verita shall not establish or hold bank accounts for, or in the name of, the Debtors.

8. 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.

9. 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.

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

11. 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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

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

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

22. 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.

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

24. 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]

Prepared and presented by:

/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