UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	Chapter 11
OTB HOLDING LLC,[1]	Case No. 25-52415 (SMS)
Debtor.	(Jointly Administered)
OTB HOLDING LIQUIDATING TRUST, as successor-in-interest to the Debtors,	CONTESTED MATTER
Movant,	**Hearing Date: May 20, 2026 at 10:00 a.m. (ET)**
v.	**Objection Deadline: May 6, 2026**
RITA RICO	
Respondent.	

NOTICE OF MOTION, DEADLINE TO OBJECT, AND HEARING

PLEASE TAKE NOTICE that META Advisors LLC, solely in its capacity as the liquidating trustee (the "Liquidating Trustee") of the OTB Holding Liquidating Trust (the "Liquidating Trust"), has filed the *Limited Motion for Relief from Automatic Stay and Plan Injunction to Proceed Against the Insurer and Pursue the Insurance Policy and Related Proceeds* (the "Motion") and related papers with the Court seeking an order granting relief solely to permit the above Respondent (together with the Liquidating Trustee, collectively, the "Parties") to pursue claims against Debtor OTB Acquisition LLC's applicable insurance policy.

[1] The last four digits of the Debtor's federal tax identification number are 3213. A complete list of each of the former Debtors whose claims are being administered in this chapter 11 case may be obtained on the website of this Debtor's claims and noticing agent at https://www.veritaglobal.net/ontheborder. The mailing address for the Liquidating Trust established pursuant to the Plan and Confirmation Order (each as defined herein) is c/o META Advisors LLC, 7 Giralda Farms, Suite 340, Madison, New Jersey 07940, Attn: James S. Carr, Kristin S. Elliott and Dana P. Kane, with a copy to: Eversheds Sutherland (US) LLP 999 Peachtree Street NE Atlanta, Georgia 30309, Attn: Todd C. Meyers, Email: toddmeyers@eversheds-sutherland.com, and Nathaniel T. DeLoatch, Email: natedeloatch@eversheds-sutherland.com.

2552415260415000000000001

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion, at **10:00 A.M.** on **May 20, 2026 in Courtroom 1201, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303**, which must be attended in person, unless the Court orders otherwise.

Your rights may be affected by the Court's ruling on this Motion. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you do not want the Court to grant the relief sought in this Motion or if you want the Court to consider your views, then you and/or your attorney must attend the hearing and you must file a written response to the Motion with the Clerk at the address stated below **by no later than May 6, 2026** (the "Objection Deadline"). If you file a written response, you must attach a certificate stating when, how, and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk by the Objection Deadline. The address of the Clerk's Office is: Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive S.W., Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the Motion cannot be held within thirty (30) days, the Parties waive the requirement for holding a preliminary hearing within thirty (30) days of filing of the Motion and agree to a hearing on the earliest possible date. The Parties consent to the automatic stay remaining in effect until the Court orders otherwise.

(*Signature on the following page*)

Dated: April 15, 2026

EVERSHEDS SUTHERLAND (US) LLP

/s/Nathaniel T. DeLoatch
Todd C. Meyers (Ga. Bar No. 503756)
Nathaniel T. DeLoatch (Ga. Bar No. 216330)
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 868-6645
Facsimile: (404) 853-8806
Email: toddmeyers@eversheds-sutherland.com
natedeloatch@eversheds-sutherland.com

Counsel to the Liquidating Trustee of the OTB Holding Liquidating Trust

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	Chapter 11
OTB HOLDING LLC,[1]	Case No. 25-52415 (SMS)
Debtor.	(Jointly Administered)
OTB HOLDING LIQUIDATING TRUST	CONTESTED MATTER
Movant,	**Hearing Date: May 20, 2026 at 10:00 a.m. (ET)**
v.	**Objection Deadline: May 6, 2026**
RITA RICO,	
Respondent.	

LIMITED MOTION FOR RELIEF FROM AUTOMATIC STAY AND PLAN INJUNCTION TO PROCEED AGAINST THE INSURER AND PURSUE THE INSURANCE POLICY AND RELATED PROCEEDS

META Advisors LLC, solely in its capacity as the liquidating trustee (the "Liquidating Trustee") of the OTB Holding Liquidating Trust (the "Liquidating Trust"), by and through its undersigned counsel, moves this Court (the "Motion") for entry of an order granting relief from the automatic stay and the Plan Injunction (as defined below) entered in the above-styled case for the sole and limited purpose of permitting the Respondent (as defined below) (with the Liquidating Trustee, collectively, the "Parties") to proceed against and pursue only the applicable insurance policy (the "Insurance Policy") from the insurance provider, Starr Indemnity & Liability Company

[1] The last four digits of the Debtor's federal tax identification number are 3213. A complete list of each of the former Debtors whose claims are being administered in this chapter 11 case may be obtained on the website of this Debtor's claims and noticing agent at https://www.veritaglobal.net/ontheborder. The mailing address for the Liquidating Trust established pursuant to the Plan and Confirmation Order (each as defined herein) is c/o META Advisors LLC, 7 Giralda Farms, Suite 340, Madison, New Jersey 07940, Attn: James S. Carr, Kristin S. Elliott and Dana P. Kane, with a copy to: Eversheds Sutherland (US) LLP 999 Peachtree Street NE Atlanta, Georgia 30309, Attn: Todd C. Meyers, Email: toddmeyers@eversheds-sutherland.com, and Nathaniel T. DeLoatch, Email: natedeloatch@eversheds-sutherland.com.

(the "Insurer") in the litigation pending in the County Court of Nueces County, Texas, case number TC25-1833, RITA RICO v. OTB Acquisition, LLC d/b/a On the Border Mexican Grill & Cantina, and Maricela Martinez (the "Pending Litigation"). In support of the Motion, the Liquidating Trustee states as follows:

PERTINENT FACTUAL BACKGROUND

A. The Bankruptcy

1. On March 4, 2025 (the "Petition Date"), the OTB Holding LLC and its affiliated debtors (collectively, the "Debtors") filed for protection under Chapter 11 of the title 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). More detail about the filings can be found in the *Declaration of Jonathan M. Tibus in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 18].

2. On July 21, 2025, the Debtors filed the *Amended Joint Chapter 11 Plan as of July 21, 2025*. [Docket No. 522] (the "Plan").[2] The Plan, among other things, permanently enjoins a party from commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Debtors (the "Plan Injunction"), and it releases the Debtors from such a claim arising from the Petition Date to the Effective Date (defined below). *See* Plan § 10.01-.03. As noted below, the Pending Litigation is subject to the Plan Injunction and release imposed by the Plan.

3. On September 8, 2025, the Court confirmed the Debtors' Plan, which granted, among other things, the Plan Injunction and authority to the Liquidating Trustee, on behalf of the Liquidating Trust as successor-in-interest to the Debtors to administer claims and address non-governmental insurance disputes, including the Pending Litigation. *See Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 607].

[2] Terms capitalized but not otherwise defined herein shall have the meaning ascribed in the Plan.

4. The Plan went into effect in accordance with its terms on September 16, 2025 (the "Effective Date"). *See Notice of Confirmation of Plan, Permanent Injunction, Various Deadlines, Effective Date and Deadline for Filing Administrative Claims and Claims Arising from the Rejection of Executory Contracts and Unexpired Leases* [Docket No. 620].

B. The Pending Litigation

5. The Pending Litigation relates to an automobile collision that occurred on April 30, 2025, with a complaint filed on September 10, 2025. In the Pending Litigation, Rita Rico (the "Respondent") alleges, among other things, that Debtor OTB Acquisition LLC, d/b/a On the Border Mexican Grill & Cantina is liable to Respondent under the doctrine of *respondeat superior*. The Debtors and the Liquidating Trustee do not admit liability or the existence of any claim regarding the allegations asserted in the Pending Litigation.

6. Prior to the filing of this Motion, the Respondent threatened to file a motion for relief from the automatic stay and the Plan Injunction, as applicable, regarding the Insurance Policy. Thus, the Liquidating Trustee and the Respondent have agreed to relief for the limited purpose of allowing the Respondent to pursue the Insurance Policy.

RELIEF SOUGHT

7. The Liquidating Trustee requests relief from the automatic stay and the Plan Injunction for the limited purpose of allowing the Respondent to proceed against the Insurer and pursue the Insurance Policy and related proceeds in the Pending Litigation. Respondent has agreed to waive any claim she had or may have against the Debtors or the Estates. Further, the Liquidating Trustee hereby waives the right under section 362(e) to a hearing within thirty (30) days of the date it was filed. *See* 11 U.S.C. § 362(e).

ARGUMENT[3]

8. Generally, in determining whether to lift the automatic stay under 11 U.S.C. § 362(d) for a party to proceed with pending litigation, courts apply a three-factor test: (1) whether

[3] Section 362(a) of the Bankruptcy Code provides that there is no stay applicable to the commencement and continuation of post-petition actions, like the Pending Litigation. *See* 11 U.S.C. § 362(a)(1)-(2). Thus, this Motion is

any great prejudice to either the bankruptcy estate or the debtor will result from the prosecution of the lawsuit; (2) whether the hardship to the non-debtor party by the continuation of the automatic stay considerably outweighs the hardship to the debtor; and (3) whether the creditor has a probability of success of the merits of the case. *See In re Robertson*, 244 B.R. 880, 882 (Bankr. N.D. Ga. 2000).[4]

9. Insurance policies are property of a debtor's bankruptcy estate as defined by section 541(a)(1) of the Bankruptcy Code and, as a result, they are subject to the bankruptcy court's jurisdiction. *See MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89, 92 (2d Cir. 1988). "When an action seeks to recover from a debtor's insurance policy and the debtor is represented by the insurer, courts routinely grant stay relief because the burden on the estate is likely outweighed by the hardship on the plaintiff if the action is not permitted to continue." *In re Almonacy*, No. 10-02496, 2011 WL 13659, at *3 (Bankr. D.N.J. Jan. 4, 2011).

10. Here, the Liquidating Trustee has agreed to Respondent's request for limited relief from the automatic stay and the Plan Injunction to continue the Pending Litigation to pursue the Insurer and the Insurance Policy. In doing so, the Liquidating Trustee considered the potential harm to the Estates from the Pending Litigation and the costs and burden of opposing Respondent's request for relief.

11. Respondent has agreed that she will not attempt to collect from the Debtors or the Liquidating Trust any judgment obtained against the Debtors and shall not assert any claim against the Debtors as a result of the Pending Litigation. Indeed, Respondent seeks relief as to the Debtor in name only and shall pursue the Pending Litigation against only the Insurer and the Insurance Policy. Any liability of the Insurer arising under the Insurance Policy will also not affect the Liquidating Trust Assets.

---

brought out of abundance of caution and to otherwise request that the Court grant similar relief, such as relief from the Plan Injunction, so that the Respondent may pursue third parties and/or applicable insurance policies.

[4] Courts have considered a variety of other factors. *See In re Coachworks Holdings, Inc.*, 418 B.R. 490, 492-93 (Bankr. M.D. Ga. 2009) (citations omitted).

12. Given the above and because the Pending Litigation alleges a post-petition personal injury claim and the Debtors have an insurance policy that may be applicable to such claim, "cause" exists to lift and/or modify the automatic stay, the Plan Injunction, or grant otherwise similar relief. *See also In re Grace Indus., Inc.*, 341 B.R. 399, 405 (Bankr. E.D.N.Y. 2006) ("the interests or desires of the insurance company which provides coverage of the claim are not considered in determining whether the stay should be lifted."), *aff'd sub nom. Admiral Ins. v. Grace Indus., Inc.*, 409 B.R. 275 (E.D.N.Y. 2009).

13. However, and for the avoidance of doubt, neither the Debtors nor the Liquidating Trustee admit to any liability or the existence of any claim, nor shall this Motion constitute a determination or admission that coverage exists with respect to any claim. The Debtors and the Liquidating Trustee expressly reserve all rights, claims, and defenses.

14. Therefore, the Parties request appropriate relief to allow the Respondent to fully pursue the Insurance Policy and related proceeds, to the extent that no burden, monetary or otherwise, shall be imposed upon the Debtors, their Estates, or the Liquidating Trust.

15. To the extent applicable, the Liquidating Trustee waives the requirements of section 362(e) of the Bankruptcy Code, which would otherwise require a hearing on this Motion within thirty (30) days. The Liquidating Trustee further agrees that the Plan Injunction providing for injunctive relief to the Debtors and the automatic stay, as applicable, shall remain in effect with respect to the Debtors until such time as the Court orders otherwise.

WHEREFORE, the Liquidating Trustee prays that the Court enter an Order granting the requested relief from the automatic stay and Plan Injunction and authorizing the Respondent to proceed against the Insurer and pursue the Insurance Policy and related proceeds in the Pending Litigation.

(*Signatures on the following page*)

Date: April 15, 2026.

EVERSHEDS SUTHERLAND (US) LLP

/s/Nathaniel T. DeLoatch
Todd C. Meyers (Ga. Bar No. 503756)
Nathaniel T. DeLoatch (Ga. Bar No. 216330)
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 868-6645
Facsimile: (404) 853-8806
Email: toddmeyers@eversheds-sutherland.com
natedeloatch@eversheds-sutherland.com

Counsel to the Liquidating Trustee of the OTB Holding Liquidating Trust

CERTIFICATE OF SERVICE

This is to certify that I have, on this day, served by electronically filing this Motion and all attachments thereto all parties registered for the Bankruptcy Court's Electronic Case Filing program, which sends a notice and an accompanying link to this document to the parties who are registered to receive service via the CM/ECF system. I also certify that, on this day, I have caused the Motion and all attachments thereto, to be mailed via First Class, postage prepaid or email, as indicated, on the following:

James D. Baskin (*via email at* james@thepatelfirm.com)

Leah Sosa (*via email* at lsosa@thepatelfirm.com)

Ross M. Chinitz (*via email at* Ross.Chinitz@starrcompanies.com)
Senior Counsel – Recovery & Collections
Starr Insurance Holdings, Inc.

Jill Merriett (*via email at* Jill.Merriett@starr.com)
Senior Claims Analyst
Transportation & Commercial Auto Claims
Starr Adjustment Services, Inc.

Dated: April 15, 2026

/s/Nathaniel T. DeLoatch
Nathaniel T. DeLoatch (Ga. Bar No. 216330)
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 868-6645
Facsimile: (404) 853-8806
Email: natedeloatch@eversheds-sutherland.com

Counsel to the Liquidating Trustee of the OTB Holding Liquidating Trust

EXHIBIT A

(Proposed Order)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	Chapter 11
	)	
OTB HOLDING LLC,[1]	)	Case No. 25-52415 (SMS)
	)	
Debtor.	)	(Jointly Administered)
	)	
	)	
	)	CONTESTED MATTER
OTB HOLDING LIQUIDATING TRUST,	)	
	)	
Movant,	)	
	)	
v.	)	
	)	
RITA RICO,	)	
	)	
Respondent.	)	

ORDER GRANTING LIMITED MOTION FOR RELIEF FROM AUTOMATIC STAY AND PLAN INJUNCTION TO PROCEED AGAINST THE INSURER AND PURSUE THE INSURANCE POLICY AND RELATED PROCEEDS

On April 15, 2026, the Liquidating Trustee[2] filed the *Limited Motion for Relief from Automatic Stay and Plan Injunction to Proceed Against the Insurer and Pursue the Insurance Policy and Related Proceeds* (the "Motion"), seeking entry of an order granting relief from the automatic stay and the Plan Injunction entered in the above-styled case for the sole and limited purpose of permitting the Respondent to proceed against and pursue only the Insurer (as defined

[1] The last four digits of the Debtor's federal tax identification number are 3213. A complete list of each of the former Debtors whose claims are being administered in this chapter 11 case may be obtained on the website of this Debtor's claims and noticing agent at https://www.veritaglobal.net/ontheborder. The mailing address for the Liquidating Trust established pursuant to the Plan and Confirmation Order (each as defined herein) is c/o META Advisors LLC, 7 Giralda Farms, Suite 340, Madison, New Jersey 07940, Attn: James S. Carr, Kristin S. Elliott and Dana P. Kane, with a copy to: Eversheds Sutherland (US) LLP 999 Peachtree Street NE Atlanta, Georgia 30309, Attn: Todd C. Meyers, Email: toddmeyers@eversheds-sutherland.com, and Nathaniel T. DeLoatch, Email: natedeloatch@eversheds-sutherland.com.

[2] Terms used but not capitalized herein shall have the meaning ascribed in the Motion.

below) and the Insurance Policy (as defined in the Motion) in the Pending Litigation (as defined below).

On April 15, 2026, the Liquidating Trustee provided notice of the Motion, the deadline to object thereto, and the scheduled hearing through the *Notice of Motion, Deadline to Object, and Hearing* (the "Notice"). Counsel to the Liquidating Trustee certifies that the Notice and Motion were served on all requisite parties in interest on April 15, 2026.

The Notice of the opportunity to object and for hearing was provided pursuant to the procedures in the Fifth Amended and Restated General Order No. 24-2018.

It appearing that notice of the opportunity to object and for the hearing was appropriately provided in the Notice, and that no objections to the Motion were filed; the Court has considered the Motion and all other matters of record, including the lack of objections thereto, and, based on the foregoing, no further notice or hearing is required; and the Court finds that good cause exists to grant the relief requested in the Motion.

Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.

2. The automatic stay under 11 U.S.C. § 362 and the Plan Injunction, as applicable, is MODIFIED solely to permit the Respondent to liquidate any and all claims asserted by the Respondent against Debtor OTB Acquisition, LLC d/b/a On The Border Mexican Grill & Cantina's ("OTB Acquisition, LLC") insurance provider, Starr Indemnity & Liability Company (the "Insurer"), in the case currently pending in the County Court of Nueces County, Texas, Case No. TC25-1833 (RITA RICO v. OTB Acquisition, LLC d/b/a On the Border Mexican Grill & Cantina, and Maricela Martinez) (the "Pending Litigation"), to pursue the Pending Litigation solely against the Insurer and to collect solely against the Insurance Policy's proceeds, if any; provided however, that Respondent's claim against the Insurer, if any, shall be determined solely based on a final and enforceable liquidation of such claim such that OTB Acquisition, LLC's

liability is established or is not disputed, whether that liquidated liability is determined by the state court, a negotiated resolution, or otherwise.

3. Respondent hereby waives any claim she had or may have against the Debtors, their Estates, or the Liquidating Trust. For the avoidance of doubt, no burden, monetary or otherwise, shall be imposed upon the Debtors, their Estates, or the Liquidating Trust as a result of the relief granted herein.

4. Except as set forth herein, this Order does not affect any non-debtor party.

5. For the avoidance of doubt, (a) nothing herein constitutes a finding or adjudication as to any liability, causation, damages, or coverage, and (b) any judgment, verdict, or ruling rendered in a forum other than this Court shall not control the allowance or disallowance of any claim against the Debtors or the Liquidating Trust, the jurisdiction of which shall be exclusively retained by the Court.

6. Nothing herein (a) alters, amends or otherwise modifies the terms and conditions of the Insurance Policy, any related agreements, or any related claim services agreements; (b) creates any new obligations for the Debtors or the Liquidating Trust, as applicable, to pay any retentions, deductibles, or other amounts not otherwise required under the terms of the Insurance Policy as those terms existed prior to the Petition Date; provided, however, that to the extent any such obligations exist under the Insurance Policy, the Liquidating Trust reserves all rights to dispute the existence, amount, and enforceability of any such obligations; (c) relieves the Debtors of any obligations under the Insurance Policy, any related agreements, or any related claim services agreements, to the extent such obligations do not impose any monetary burden on the Debtors, their Estates, or the Liquidating Trust, consistent with Paragraph 3 of this Order; (d) creates or permits a direct right of action by Respondent against the Insurer; (e) precludes or limits, in any way, the rights of the Insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under the Insurance Policy or any allegedly applicable policy or to otherwise assert any defenses to coverage; (f) constitutes a determination or admission that coverage exists

with respect to any claims; or (g) relieves the Insurer from the obligation, if any, to file a proof of claim.

7. For the avoidance of doubt, the automatic stay and the Plan Injunction are lifted, if and to the extent applicable, to allow, but not to require, the Insurer and third party administrators, as applicable, to administer, handle, defend, settle, and/or pay the Respondent's claim (and any costs related thereto) subject to and in accordance with the terms of the Insurance Policy, any related agreements, or any related claim services agreements.

8. By entry of this Order, neither the Debtors nor the Liquidating Trustee admit to any liability or the existence of any claim, nor shall this Order constitute a determination or admission that coverage exists with respect to any claim. Moreover, the Debtors and the Liquidating Trustee expressly reserve all rights, claims, and defenses.

9. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

10. 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]

(*Signature on the following page*)

Prepared and presented by:

EVERSHEDS SUTHERLAND (US) LLP

/s/Nathaniel T. DeLoatch
Todd C. Meyers (Ga. Bar No. 503756)
Nathaniel T. DeLoatch (Ga. Bar No. 216330)
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 868-6645
Facsimile: (404) 853-8806
Email: toddmeyers@eversheds-sutherland.com
natedeloatch@eversheds-sutherland.com

Counsel to the Liquidating Trustee of the OTB Holding Liquidating Trust