IT IS ORDERED as set forth below:

Date: May 11, 2026

Sage M. Sigler
U.S. Bankruptcy Court Judge

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,	
v.	
RITA RICO,	
Respondent.	

[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.

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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 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 &

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

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
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