IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
RUNITONETIME LLC, *et al.*,	:	Case No. 25-90191 (ARP)
Debtors.[1]	:	(Jointly Administered)

DEBTORS' OBJECTION TO THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 117'S MOTION FOR RECONSIDERATION
[Relates to Docket Nos. 490, 602]

The above-captioned debtors and debtors in possession (collectively, the "***Debtors***") file this objection (this "***Objection***") to the *International Brotherhood of Teamsters, Local 117's Motion for Reconsideration* (the "***Reconsideration Motion***") filed by the International Brotherhood of Teamsters, Local 117 (the "***Union***") [Docket No. 602] and respectfully state as follows:

Preliminary Statement

1. The Court should deny the Union's request to reconsider the order approving the sale of the Debtors' PokerCo Assets[2] (the "***Sale Order***") and enter the order (the "***Proposed Order***"), substantially in the form attached hereto, denying the Reconsideration Motion. Simply

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[1] A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

[2] Capitalized terms used and not defined herein have the meaning ascribed to them in the Sale Order or that certain Asset Purchase Agreement entered into by and among those Debtors party thereto and Buyer.

put, the Union fails to carry its burden of establishing that reconsideration of the Sale Order, which the Union acknowledges is an extraordinary remedy,[3] is necessary.

2. The Union recants a selective story of surprise surrounding the Debtors' sale of its PokerCo Assets (the "***Sale Transaction***") and findings related to successorship liability. The Reconsideration Motion alleges that had the Union known more information about the Sale Transaction—including the Sale Order provisions the Union now takes issue with—the Union would have timely objected.[4] This lack of information, according to the Union, is why it now proceeds with its Reconsideration Motion.[5]

3. The record, however, indicates otherwise. The affidavit of service for the Notice of Sale[6] establishes that the Sale Notice was sent to the Union on September 4, 2025. Importantly, the Sale Notice makes clear (i) that the PokerCo Assets are part of the sale transaction; (ii) that the proposed sale transaction would be free and clear of liens, claims and encumbrances; (iii) where additional information concerning the sale process can be located and who to contact; and (iv) the relevant dates and deadlines for the sale process, including the deadline for objecting.[7] Indeed, the Sale Notice contains bolded language that expressly provides "**the Successful Bidder(s) will have no liability, except as expressly provided in the Successful Bidder Purchase Agreement(s), for any liens, claims, encumbrances and other interests against or in any of the Debtors under any theory of law, *<u>including successor liability theories</u>*.**"[8]

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[3] *See* Reconsideration Mot. 4:13-14.

[4] *Id*. at 2-3:1-16.

[5] *Id*. at 3:16.

[6] A copy of the Notice of Sale is attached hereto as **Exhibit "A".**

[7] *Affidavit of Service* [Docket No. 453].

[8] *See* Sale Notice, §7 (emphasis added).

4. It is manifest that the movant for reconsideration conduct reasonable diligence and take action when the movant is on notice of the relief sought. The Union, on express notice of the very relief it now seeks the Court to reconsider, did not raise any questions or potential issues regarding the Sale Transaction with the Debtors, did not file a reservations of rights or objection to the Sale, and did not appear at the Sale Hearing. As discussed further below, courts view this form of inexcusable neglect as a party's attempt to get the proverbial "second bite at the apple" which is insufficient to merit reconsideration of a court's order.

5. Further, the Union asserts reconsideration is appropriate because two errors of law require correction: (i) that the Court exceeded its jurisdiction by ruling on successorship issues; and (ii) that the Court erred in holding that the Buyer is not an alter-ego of the Debtors without conducting any factual analysis. As discussed in more detail below, the Union's assertions are fatally flawed in that the Union, among other things: (i) misinterprets the no successor liability language contained in the Sale Order, ignoring the key temporal aspect of this language making clear it does not apply to post-sale closing conduct; (ii) wrongly asserts the Court lacks jurisdiction to make successor liability findings as part of a 363 sale; and (iii) incorrectly asserts the Court failed to conduct a factual analysis before ruling that the Buyer is not an alter-ego of the Debtors in connection with the Sale Transaction.

6. For these reasons, as described more fully below, the Union does not meet its burden in demonstrating the existence of extraordinary circumstance justifying reconsideration of the Sale Order and, accordingly, the relief requested in the Reconsideration Motion should be denied.

Legal Standard

7. Reconsideration is an "extraordinary remedy that should be used sparingly." *Templet v. HydroChem, Inc.*, 367 F.3d 473, 479 (5th Cir. 2004) (citations omitted). Reconsideration "is only appropriate in select and narrow instances." *In re Rusch*, 2010 WL 5394789, at *1 (Bankr. D.N.J. Dec. 28, 2010) (citing *Stivala Invs., Inc. v. Atl. Nat'l Trust LLC*, 394 B.R. 778, 780 (Bankr. M.D. Pa. 2008)); *see also In re Longhorn Pacing & Oilfield Servs., Inc.*, 648 B.R. 300, 306 (Bankr. S.D. Tex. 2023) (citing Rule 59(e)'s "narrow purpose"); *In re Price Companies, L.P.*, 285 B.R. 366, 369 n.1 (Bankr. N.D. Tex. 2002) (citing the "narrow dictates of Rule 60"). This high standard is even more stringent in bankruptcy proceedings, where the Federal Rules of Civil Procedure are incorporated through the Bankruptcy Rules, which "shall be construed, administered, and employed by the court and the parties to secure the just, speedy, and inexpensive determination of every case and proceeding." Fed. R. Bankr. P. 1001.

8. Rule 59 of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 9023, does not enumerate the grounds for altering or amending a judgment. Instead, "Rule 59(e) serves the narrow purpose of allowing a party to correct manifest errors of law or to present newly discovered evidence." *Longhorn*, 648 B.R. at 306 (citations and quotations omitted). Thus, a Rule 59(e) motion "is not the proper vehicle for rehashing evidence, legal theories, or arguments that could have been offered or raised before the entry of judgment." *Templet*, 367 F.3d at 478–79. Further, failure of a party, which received notice and an opportunity to object, to present evidence or argument that was available to it is not a valid basis for a motion to reconsider. *See id. at* 479 (holding that failure to present evidence at the time a ruling is made provides a valid basis for denying a subsequent motion for reconsideration); *Russ Int'l Paper Co.*, 943 F.2d 589, 593 (5th Cir. 1991) (same).

9. To prevail on a motion for reconsideration, the movant must "(1) clearly establish a manifest error of law or fact [or prevent manifest injustice], (2) present newly discovered evidence, or (3) demonstrate that there has been an intervening change in the controlling law." *In re Ramirez*, No. 09-70051, 2010 WL 2639880, at *2 (Bankr. S.D. Tex. June 24, 2010). "If one of these three grounds is not present, the court must deny the motion." *Morgan v. Mississippi*, 2009 WL 1809417, at *2 (S.D. Miss. June 23, 2009). A movant bears a "heavy burden" in demonstrating that reconsideration is warranted. *De Boulle Diamond & Jewelry, Inc. v. Boulle, Ltd.*, 2016 WL 4769346, at *2 (Bankr. N.D. Tex. Mar. 1, 2026) (denying motion to reconsider because "Defendants have not met their heavy burden").

10. The Union relies on the first prong cited above for reconsideration—a manifest error of law—when claiming the Sale Order contains the following two errors of law that require correction: (i) "the court exceeded its jurisdiction by ruling on successorship under the National Labor Relations Act" (the "***NLRA***"); and (ii) "the court erred in holding that Buyer is not an alter ego of Debtors without conducting any factual analysis."[9] But, to qualify under this prong for reconsideration, the Union must successfully identify an error of law that is "plain and indisputable amounting to a complete disregard of the controlling law or the credible evidence in the record" or a "manifest injustice" that is "so patently unfair and tainted that the error is manifestly clear to all who viewed it." *In re Centaur, LLC*, 2019 WL 2122952, at *3 (Bankr. D. Del. May 13, 2019) (citations omitted).

11. The Reconsideration Motion fails to identify any error, let alone clear error, in the Court's findings of fact and conclusions of law contained in the Sale Order that merits reconsideration. The Union fails to meet its heavy burden in demonstrating an extraordinary

[9] Reconsideration Mot. 5:1-4.

circumstance justifying reconsideration, or relief from, the Sale Order. As such, the Reconsideration Motion should be denied.

Objection

I. The Bankruptcy Court did not Err in Concluding that the Buyer is Not a Successor or Alter-Ego of the Debtors Pursuant to the Sale Transaction.

12. The applicable Sale Order language the Union takes issue with is intended to make clear that the Buyer, as a result of consummating the Sale, will not be considered a successor to or alter-ego of the Debtors. More specifically, Paragraph I ("No Successor Liability") of the Sale Order provides that:

> Buyer is not an alter-ego of, or a successor to, or a mere continuation of or substantial continuation of any Debtor or its estate, and there is no continuity of enterprise between Buyer and the Debtors *as a result of the consummation of the Sale Transaction*. Buyer shall not be deemed to be holding itself out to the public as a continuation of any Debtor *based on the Sale Transaction, the APA, this Order, or the continuation of the business operations after closing of the Sale Transaction*. Buyer is not, and shall not be, considered a successor in interest to any of the Debtors or their estates, by reason of any theory of law or equity, including but not limited to under any federal, state, or local statute, regulation or common law, including but not limited to any tax, revenue, pension, labor, discrimination or environmental laws. Buyer shall not be deemed to be a "successor employer" for purposes of any federal, state or local statute, regulation or common law, including but not limited to the Internal Revenue Code of 1986, Civil Rights Act of 1866, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans with Disabilities Act of 1990, Federal Rehabilitation Act of 1973, Equal Pay Act of 1963, Family and Medical Leave Act of 1993, Fair Labor Standards Act of 1938, National Labor Relations Act of 1935, Labor Management Relations Act of 1947, Worker Adjustment and Retraining Notification Act of 1988, Employee Retirement Income Security Act of 1974, Consolidated Omnibus Budget Reconciliation Act of 1985, Older Workers Benefit Protection Act of 1990, Pension Protection Act of 2006, Multiemployer Pension Plan Amendments Act of 1980, each as amended from time to time, or any other federal or state discrimination, employee, workers' compensation, occupational disease, unemployment, or disability-related laws or regulations. *The Sale Transaction does not amount to a consolidation, succession, merger, or de facto merger of Buyer with any of the Debtors or any of their respective estates. A sale of the [PokerCo] Assets that is not free and clear of Interests as set forth herein would have substantially less benefit to and would adversely affect the Debtors' estates and creditors. Buyer would not have entered into the Sale Transaction without, and the consideration being provided under the APA reflects Buyer's reliance on, this Order providing*

> *Buyer, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, with title to, interest in and possession of the [PokerCo] Assets free and clear of all Interests, including but not limited to any claims based on or sounding in successor, alter-ego or vicarious liability, except for any Permitted Liens or Assumed Liabilities (including Cure Costs).*

Sale Order, ¶ I (emphasis added). It is imperative to provide an unabridged excerpt of the no successor liability language the Union takes issue with, which the Union chose to abbreviate in the Reconsideration Motion. When read in its entirety, the language makes clear that the successor and alter-ego findings the Court made pursuant to the Sale Order are confined in application to the effect of the Debtors and Buyer entering into the Sale Transaction.

13. This Court indisputably has jurisdiction to make successorship-related findings, among others, when such findings pertain to a debtor's sale of its assets "free and clear" pursuant to section 363 of the Bankruptcy Code. *See In re Advanced Contracting Sols.*, LLC, 582 B.R. 285, 297–98 (Bankr. S.D.N.Y. 2018) ("A bankruptcy court has *exclusive jurisdiction* over [a debtor's] estate and the disposition of its assets. So while a transfer must comply with the substantive requirements of state law, [] *§ 363 permits that any determination* that would be made by a non-bankruptcy court in the absence of a bankruptcy case, *is made by the bankruptcy court to the extent that it implicates the ability to sell a debtor's assets*.") (citations omitted) (emphasis added).

14. To this end, sale orders effectuating a "free and clear" asset sale pursuant to section 363(f) of the Bankruptcy Code routinely include language cutting off a buyer's successor liability for pre-sale closing actions of a debtor. *See, e.g., In re Chrysler LLC*, 576 F.3d 108, 124 (2d Cir. 2009), *cert. granted, judgment vacated sub nom. Indiana State Police Pension Tr. v. Chrysler LLC*, 558 U.S. 1087, 130 S. Ct. 1015, 175 L. Ed. 2d 614 (2009), *and vacated sub nom. In re Chrysler, LLC*, 592 F.3d 370 (2d Cir. 2010) ("[T]he dominant interpretation is that §363(f) can be used to sell property free and clear of claims that could otherwise be assertable against the buyer of the

assets under the common law doctrine of successor liability.") (citing George W. Kuney, *Misinterpreting Bankruptcy Code Section 363(f) and Undermining the Chapter 11 Process*, 76 Am. Bankr. L.J. 235, 267 (2002)); *In re Grumman Olson Industries, Inc.*, 445 B.R. 243, 249 (Bankr. S.D.N.Y. 2011) (stating that the "free and clear" provisions pursuant to section 363 of the Bankruptcy Code preserve the priority scheme of the Bankruptcy Code and the principal of equality of distribution by preventing plaintiffs from asserting *in personam* successor liability against the buyer while leaving other creditors to satisfy their claim from the proceeds of the asset sale).

15. Importantly, a section 363(f) sale order's no successor liability language can properly extend to, and extinguish, federal labor law claims arising from pre-sale closing conduct. *See, e.g.*, *In re TWA*, 322 F.3d 283 (3d Cir. 2025) (approving asset sale free and clear of successor liability for claims brought by the Equal Employment Opportunity Commission); *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 586-87 (4th Cir. 1996) (approving a sale of assets free and clear of successor liability under the Coal Industry Retiree Health Benefit Act of 1992). In fact, bankruptcy courts in this district have granted numerous sale orders with similar language taken issue with by the Union. *See, e.g., In re Party City Holdco Inc.*, Case No. 24-90621 (ARP) (Bankr. S.D. Tex. May 9, 2025); *In re Sunnova Energy International Inc.*, Case No. 25-90160 (ARP) (Bankr. S.D. Tex. July 31, 2025); *In re Lion Ribbon Texas Corp.*, Case No. 25-90164 (CML) (Bankr. S.D. Tex. Sep. 17, 2025); *In re Desktop Metal, Inc.*, Case No. 25-90268 (CML) (Bankr. S.D. Tex. Sep. 4, 2025*); In re Spicey Partners Real Estate Holdings, LLC*, Case No. 24-90572 (CML) (Bankr. S.D. Tex. June 12, 2025*); In re Aleon Metals, LLC*, Case No. 25-90305 (CML) (Bankr. S.D. Tex. Oct. 8, 2025).

16. Here, as in many other chapter 11 bankruptcy cases involving a 363 "free and clear" asset sale, the Buyer expressly relied on such "free and clear" protections as an inducement to enter into the Sale Transaction.[10] Should the Court have declined to make these routine findings, the value of the Sale Transaction could have been undermined and the Buyer would not have agreed to move forward with the Sale Transaction – to the detriment of the Debtors, their estates, and creditors. *See, e.g., Douglas v. Stamco*, 363 Fed. Appx. 100, 102–03 (2d Cir. 2010) ("[T]o the extent that the 'free and clear' nature of the sale . . . was a crucial inducement in the sale's successful transaction, it is evident that the potential chilling effect of allowing a tort claim subsequent to the sale would run counter to a core aim of the Bankruptcy Code, which is to maximize the value of assets and thereby maximize potential recovery to creditors."); *In re Gucci*, 126 F.3d 380, 387 (2d Cir. 1997) (stating that a sale pursuant to section 363 "maximizes the purchase price of assets because without this assurance of finality, purchasers could demand a large discount for investing in property that is laden with risk of endless litigation as to who has rights to estate property").

17. Importantly, the no successor liability language in the Sale Order is not, as the Union portrays, intended to be a generalized, forward-looking and absolute finding that the Buyer shall *never* be found to be an alter-ego of or successor to the Debtors in contravention of the NLRA or other federal labor law statues. Indeed, the Persson Declaration (defined below) made clear that the Buyer's interpretation of the "free and clear" language contained in the Sale Order, as

[10] Not only does Paragraph I of the Sale Order state as much, the Persson Declaration (defined below) also expressly provides that "Buyer is entering into th[e Sale Transaction] in reliance on, and subject to, the findings and other provisions of the Sale Order, including but not limited to . . . that Buyer is not a continuation or a successor of the Debtors, that Buyer has no successor liability for claims against the Debtors under any theory, . . . , and the prohibition against the assertion of such claims against Buyer. For the avoidance of doubt and without limiting the foregoing, Buyer would not have agreed to acquire, and does not agree to acquire, any assets from the Debtors without the sale of such assets by the Debtors being free and clear of all interests, rights, obligations, . . . , liabilities, . . . , or claims . . . *existing as of the closing of the Sale to Buyer*". Persson Decl., ¶¶ 5-6.

applicable to any theory of successor liability, pertains to claims or interests "*existing as of the closing* of the Sale to Buyer"[11] and not to future claims arising after closing Sale Transaction.[12]

18. The Union, relying on *Goodman*,[13] takes the position that the Court lacked jurisdiction to make these findings and that the National Labor Relations Board (the "***NLRB***") has exclusive jurisdiction regarding determining successorship/alter-ego disputes. But the Union's reliance on *Goodman* is misplaced. In *Goodman*, the Second Circuit was deciding the appropriate forum for determining claims of alter-ego and successor liability against an individual that received a chapter 7 discharge based on actions taken by the individual after his bankruptcy filing. *In re Goodman*, 873 F.2d at 603. Acknowledging that federal courts may decide labor law questions as collateral issues to independent federal remedies, the Second Circuit held that, once the district court ruled that Goodman's discharge did not shield Goodman for liability from post-petition conduct, "there is no reason for the Bankruptcy Court to decide the successorship issue, because no bankruptcy issue hinges on the successorship determination."

19. Conversely, through the Sale Order, this Court determined the successorship issue in conjunction with specific federal remedy provided by section 363 of the Bankruptcy Code, which *Goodman* acknowledges is allowed. This is particularly true given the context and limited finding in the Sale Order that there is no successor liability *as a result of the Sale Transaction*. It is not, as the Union attempts to characterize it, a finding that there can be no successor liability in

[11] *Id*. at ¶ 6.

[12] It should be noted that Debtors' counsel reached out to the Union's counsel to see if the parties could reach a consensual resolution regarding the Union's concern with the Sale Order's language. Following a discussion with Union's counsel, the Debtors, with agreement from the Buyer, proposed the following language be added to the Sale Order to address the Union concerns regarding findings related to successor liability in the Sale Order: *For the avoidance of doubt, nothing this paragraph shall eliminate any liability of the Buyer under the National Labor Relations Act or other applicable law for actions of the Buyer that occur after closing of the Sale Transaction.* As of the filing of this Objection, the Union has not responded to the Debtors' proposal.

[13] *In re Goodman,* 873 F.2d 598 (2d Cir. 1989).

the future. At least one bankruptcy court has found similar arguments asserted by a pension fund—that a bankruptcy court cannot make any findings in a sale order as to a buyer's liability as a successor or alter ego in connection with a 363 sale—unavailing and simply missing the import behind section 363 sales. *See In re K & D Indus. Servs. Holding Co., Inc.*, 602 B.R. 16 (Bankr. E.D. Mich. 2019) ("the Pension Fund argues that the Court cannot make any findings today as to whether [the buyer's] future conduct may make it liable as a successor or alter ego of the Debtors. This misses the point of §363(f). The point of the statute is not to determine who would win or lose a successor or alter ego fight some time in the future. The point of the statute is to permit a purchaser . . . to purchase assets from a bankruptcy estate free of the risk that it will be forced into such a fight in the future.").

20. As made clear above, not only is a bankruptcy court's findings of no successor liability as to an asset purchaser routinely provided for in a sale order to effectuate a "free and clear" asset sale pursuant to section 363, such a finding is *essential*, not merely *collateral*, to providing the full effect of a "free and clear" sale pursuant to section 363 of the Bankruptcy Code. A conclusion otherwise would severely undermine the powers of, and the benefits conferred to buyers through, section 363 sales; thereby increasing the risk of chilling the bidding process on debtors' assets. *See In re Ormet Corp.*, 2014 WL 3542133, at *3 (Bankr. D. Del. 2014) ("It is the express language of section 363(f) that allows the sale of these assets free and clear of the successor liability claim of the Trust, something that is not available outside of bankruptcy . . . . [Courts are concerned that] making an exception to the provisions of section 363(f) for successor liability claims would depress the prices that parties bid for a debtor's assets."); *In re Leckie Smokeless Coal Co.*, 99 F.3d at 586-87 ("[I]f a free and clear order could not be issued, the assets would

almost inevitably have to be sold piecemeal, thereby generating fewer funds with which to satisfy . . . creditors.”).[14]

21. The Union fails to meet its burden in identifying any legal errors concerning the Court’s jurisdiction to rule on successorship issues as set forth in the Sale Order that would require the Court to amend, overturn, or in any way disturb the language of the Sale Order as entered. The Union’s request to reconsider the Sale Order on this basis, accordingly, should be denied.

II. The Bankruptcy Court Properly Relied on the Evidence Submitted in Support of the Sale Transaction to Determine the Buyer is not a Successor or Alter-Ego of the Debtors as a Result of the Sale Transaction.

22. The Union’s assertion that the Court “did not perform any factual analysis”[15] regarding whether the Buyer is an alter-ego of the Debtors is plainly wrong and does not amount to an error of law. In context of a section 363 sale, bankruptcy courts have approved sales “free and clear” of successor liability and alter-ego status when doing so was supported by, among other things, a robust sale process, competitive bidding, and a factual record demonstrating that the sale maximizes value for the estate and is in the best interests of creditors – *without* requiring a full trial surrounding the buyer’s alter-ego or successor status at the sale hearing. *See generally In re Chrysler LLC*, 576 F.3d 108 (2d Cir. 2009) (affirming the bankruptcy court’s approval of “old Chrysler’s” assets free and clear of successor liability to “new Chrysler” pursuant to section 363 over objections filed in advance of the sale hearing and, in so affirming, finding that the bankruptcy court’s factual findings, the necessity of the sale to preserve value, and the procedural safeguards established for the sale process collectively provided a sufficient basis for extinguishing successor

[14] Nor does the Fifth Circuit’s opinion in *N.L.R.B. v. Laborers’ Int’l Union of N. Am., AFL-CIO,* 882 F.2d 949 (5th Cir. 1989) support the Union’s position. As with *Goodman*, the issue of successorship or alter ego liability was not being determined in the context of a section 363 sale or other substantive bankruptcy right or remedy, particularly given there was no discharge at issue as in *Goodman*.

[15] Reconsideration Mot. 7:14-15.

liability by virtue of entering into the sale transaction); *In re TWA*, 322 F.3d 283 (3d Cir. 2003) (affirming the bankruptcy court's approval of the debtor's asset sale to buyer free and clear of successor liability pursuant to section 363 of the bankruptcy code and, in so affirming, relied upon, among other things, the robust, court-approved bidding procedures, the factual record supporting that the buyer's offer was the highest and best, and that absent the entry of the sale order providing for a sale free and clear of successor liability, the buyer would have likely submitted a discounted bid).

23. Here, the following facts were in the record before the Court supporting the Court's no successor liability related findings contained in Paragraph I of the Sale Order:

- The Debtors hired Mr. Jeff Seery as their Chief Restructuring Officer (the "***CRO***") prior to the commencement of these Chapter 11 Cases to serve as an independent officer of the Debtors to carry out the Debtors' fiduciary duties to all stakeholders.[16]

- Prior to the Petition Date, the Debtors formed the Special Committee, which includes two independent directors. The Special Committee was delegated with the right to approve or manage the transactions contemplated under the Transaction Support Agreement, the Chapter 11 Cases, and any matters arising with respect thereto – including the sale process pertaining to the PokerCo Assets.[17]

- The First Day Declaration disclosed (i) Mr. Persson as the majority equity holder of the Debtors (including his heirs, successors and assigns, the "***Supporting Shareholder***"), and (ii) that the Debtors would enter into a stalking-horse purchase agreement whereby the Supporting Shareholder would agree to be the stalking horse bidder for the PokerCo Assets pursuant to section 363 of the Bankruptcy Code for a cash purchase price of $13 million.[18]

- The Bidding Procedures Order expressly established procedural safeguards for bids submitted by any insider or affiliate of the Debtors, including the Supporting Shareholder, excluding such parties from the bid review process.[19]

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16 First Day Decl., ¶¶ 1-2.

17 *Id.* at ¶¶ 52, 54.

18 *Id.* at ¶¶ 10-11.

19 Bidding Procedures Order [Docket No. 178], ¶ 6.

- The Rossoff Declaration filed in support of the Debtors' sale of certain assets, including the PokerCo Assets, states, in relevant part, that "[t]hroughout the Sale Process, [the Debtors' investment banker] did not provide the Supporting Shareholder with any communications—whether oral, written, or otherwise—regarding any other bidder's bid or any copies of any other bidder's bids", and that the sale process with respect to the PokerCo Assets "was non-collusive and conducted in good faith and at arm's-length."[20]

- The Keller Declaration submitted by one of the Debtors' independent board members (who was selected to oversee the auction of the PokerCo Assets) in support of the Debtors' sale of certain assets, including the PokerCo Assets, discusses how the Special Committee delegated its decision-making authority in connection with the various contemplated asset sales, and states that "given the Supporting Shareholders' interest in acquiring certain of the Debtors' assets through a court-approved sale process, the Debtors, in consultation with their advisors, felt it was imperative to ensure an independent fiduciary had oversight of the sale process and was vested with full authority over the sale-related decisions to ensure: (i) that the sale process would be conducted in a fair, transparent manner; and (ii) to eliminate any potential conflicts of interest that could arise absent the installation of an independent fiduciary."[21]

- The Keller Declaration provides that (i) following a robust sale process, an auction for the PokerCo Assets took place and the Supporting Shareholder's bid for the PokerCo Assets for a total price of $28 million was selected as the successful bid (*a $12 million increase in the cash consideration amount from the Buyer's initial bid*), with a backup bidder also selected; and (ii) "the Supporting Shareholder did not have any role in the Debtors' decision to enter into the PokerCo asset purchase agreement (nor, for that matter, with respect to the Debtors' decisions as to any other bidder's bid), and, at all relevant times, the Supporting Shareholder's participation in the Sale Process complied with the Bidding Procedures Order."[22]

- The Persson Declaration submitted in support of the Sale Transaction provides, in relevant part, that (i) neither Mr. Persson nor the buyer entity Maverick Gaming LLC "exerted undue influence over the Debtors with respect to the Sale [Transaction] or the APA []. Neither Buyer nor I engaged in any collusion or fraudulent conduct with respect to the bidding on or potential sale of the PokerCo Assets; (ii) "Buyer is entering into [the Sale Transaction] in reliance on, and subject to, the findings and other provisions of the Sale Order, including but not limited to . . . that Buyer is not a continuation or a successor of the Debtors, [and] that Buyer has no successor liability for claims against the Debtors under any theory"; (iii) "Buyer would not have agreed to acquire, and does not agree to acquire, any assets from the Debtors without the sale

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[20] *Declaration of* Mack *F. Rossoff in Support of Debtors' Sale of Certain Assets* [Docket No. 480] (the "***Rossoff Declaration***"), ¶¶ 17, 21.

[21] *Declaration of Tobias S. Keller in Support of Debtors' Sale of Certain Assets* [Docket No. 481] (the "***Keller Declaration***"), ¶ 8.

[22] *Id*. at ¶¶ 12, 15.

> . . . being free and clear of all interests, . . . , or claims . . . existing as of the closing of the Sale to Buyer".[23]

24. Moreover, important to the alter-ego analysis is that the Buyer, Maverick Gaming LLC, is not an entity affiliated with the Debtors despite being formed by Mr. Persson, the Debtors' former CEO. Mr. Persson ceased being closely involved in the day-to-day oversight and involvement of the Debtors' operations prior to the filing of these Chapter 11 Cases since (i) his employment by the Debtors ended at the end of July 2025; and (ii) the Debtors appointed the CRO and Special Committee.

25. In light of the above, the ample record before the Court makes clear that the Debtors were not only transparent from the very beginning of these Chapter 11 Cases regarding the intended sale of the PokerCo Assets and to whom, but that the Debtors also established appropriate procedural safeguards in their asset sale process to shield such process from impropriety given the anticipated sale to an "insider". This evidentiary record is precisely why the Court, at the Sale Hearing, concluded that the sale of the PokerCo Assets to an insider "is probably a textbook example of how [a sale to an insider] should work" and "that the evidence indicate[d] that there was a robust auction, that the sale to an insider was handled in a – in a way that gives a lot of comfort to the Court that value was maximized and that it is in the best interest of the estate."[24] With a clear and robust record, the Court properly found, based upon the *uncontroverted* evidence submitted in support of the Sale Transaction, that the Buyer is not an alter-ego of the Debtors *as a result of the Sale Transaction*, and included such findings and related findings on successor

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23 *Declaration of Eric Persson in Support of the Proposed Sale of the PokerCo Assets* [Docket No. 482] (the "***Persson Declaration***"), ¶¶ 3, 5, and 6.

24 Sale Hrg Tr. 15:9-10, 22-25, *In re RunItOneTime LLC*, No. 25-90191 (ARP) (Bankr. S.D. Tex. September 24, 2025).

liability in the Sale Order. Reconsidering findings on a clear record where the complaining party chose not to take action despite express notice of the relief sought would be inappropriate.

26. For these reasons, the Union's argument that this Court did not perform a factual analysis pertaining to the Buyer not being an alter ego of the Debtors fails and the Union's request to reconsider the Sale Order on this basis should be denied.

III. Failure to Reconsider the Sale Order Would Not Cause Manifest Injustice; Rather Such Reconsideration Would Be To The Detriment of the Debtors and all Stakeholders.

27. As its last-ditch effort in arguing the Court should reconsider the Sale Order, the Union states that denying the relief requested in the Reconsideration Motion "would result in a manifest injustice".[25] In support of this position, the Union relies on public policy arguments concerning how a "a debtor and its alter ego" should not be able to claim "they are not the same entity."[26] Notably, the Union states in support of this argument that "this court should not allow the Debtors and Purchaser to propose their own alter ego status without independent investigation and an opportunity for parties in interest to object."[27]

28. As noted above, the record is clear that parties, including the Union, had every opportunity to challenge findings relating to alter-ego status or successor liability as it was expressly stated such relief was being sought in the Sale Notice. The Union simply chose not to timely act. Further, it has been disclosed from the outset of these Chapter 11 Cases that Mr. Persson would be a potential stalking horse bidder for the PokerCo Assets and the Union received the Sale Notice setting forth relevant dates and deadlines for the sale process, appropriate contacts

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[25] Reconsideration Mot. 9:2-3.

[26] *Id*. at 9:20-21.

[27] *Id*. at 9:21-23.

to request more information regarding the sale process, and that the contemplated sale would be free of claims for successor liability.

29. The Union's position that the Debtors and Buyer colluded in making "their own" finding as to the Buyer's alter-ego and successor status without any form of independent review or oversight is, flatly, wrong and conveniently ignores the fact that the Union had express notice of the intent to sell free and clear of such claims. This exact situation—a movant sitting on their hands prior to entry of an order and, after the fact, seeking reconsideration of that same order—is what the Fifth Circuit has found to be a valid basis for *denying* a movant's motion for reconsideration.[28]

30. The Union's failure to take action cannot now be imputed onto the Debtors as their failure to provide parties adequate time to object. Should the Court grant the Union's request to reconsider, the Union would be given the proverbial "second bite at the apple" and the resulting manifest injustice would instead be to the detriment of the Debtors, their estates, and all other stakeholders. *See, e.g., Conway v. A.I. duPont Hosp. for Child.*, 2009 WL 1492178, at *4–5 (E.D. Pa. May 26, 2009) (holding that a motion for reconsideration is not a vehicle for a disappointed party to get a "second bite at the apple" or "another roll of the dice" or to "argue new facts or issues that inexcusably were not presented to the court in the matter previously decided") (internal quotations omitted).

31. Manifest injustice would only result, at the Debtors' expense, if the relief requested in the Reconsideration Motion was granted despite the Union having express notice of the relief sought in connection with the Sale Transaction and adequate opportunity to protect its rights and interests. There is simply no legal basis supporting the Union's request for reconsideration of the

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[28] *Supra* ¶ 8.

Sale Order, let alone a manifest injustice that requires correcting. The Motion to Reconsider should be denied.

Conclusion

32. For all the reasons set forth above, the Debtors respectfully request that the Court deny the Reconsideration Motion, enter the Proposed Order, and allow the Debtors to proceed with closing the Sale Transaction.

[Remainder of Page Intentionally Left Blank]

Dated: October 29, 2025
Houston, Texas

Respectfully submitted,

/s/ Catherine A. Rankin

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Attorneys for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on October 29, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Catherine A. Rankin
Catherine A. Rankin

Exhibit A

Notice of Sale

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
RUNITONETIME LLC, *et al.*,	:	Case No. 25-90191 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF SALE, BIDDING PROCEDURES,
POTENTIAL AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that, on July 14, 2025 (the "***Petition Date***"), the above captioned debtors and debtors in possession (collectively, the "***Debtors***") filed voluntary petitions for relief under title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (this "***Court***"), commencing the above-captioned chapter 11 cases (the "***Chapter 11 Cases***").

PLEASE TAKE FURTHER NOTICE that, on August 1, 2025, the Debtors filed a motion [Docket No. 93] (the "***Bidding Procedures Motion***") seeking entry of (a) an order (the "***Bidding Procedures Order***"): (i) authorizing and approving the proposed bidding procedures substantially in the form attached to the Bidding Procedures Order as **Exhibit 1** (the "***Bidding Procedures***")[2] in connection with a sale or disposition of certain or substantially all of the Debtors' assets (the "***Assets***") in one or more sale transactions (each, a "***Sale Transaction***" and collectively, the "***Sale***"); (ii) approving the procedures for the Debtors to select one or more Stalking Horse Bidders and to enter into related Stalking Horse Agreements; (iii) authorizing and approving procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale and approving the form and manner of notice thereof; (iv) authorizing and approving the form and manner of notice of the Auction(s), if any, for the sale or sales of the Assets (the "***Auction***"), if any, the Sale and the hearing or hearings to consider approval of a Sale Transaction (each, a "***Sale Hearing***"); (v) establishing certain dates and deadlines in connection with the Sale process, including the Sale Hearing(s); and (vi) granting related relief.

[1] A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

[2] Capitalized terms used but not defined in this notice have the meanings ascribed to them in the Bidding Procedures or the Bidding Procedures Order. To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.

PLEASE TAKE FURTHER NOTICE that, on August 28, 2025, the Court entered the Bidding Procedures Order [Docket No. 178], approving, among other things, the Bidding Procedures, which establish key dates and times relating to the Sale and the Auction. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.

I. Description of the Assets

The Debtors are soliciting bids for certain or substantially all of the Assets, which are comprised of the following segments: (a) "***PokerCo***," to be composed of Aces Poker Lakewood, Aces Poker Mountlake Terrace, Caribbean Casino, Caribbean Cardroom, and working capital required to operate the businesses (to the extent available); (b) ***LeaseCo***" to be composed of the Debtors' properties subject to the Blue Owl Master Lease and non-PokerCo Washington properties subject to leases with other landlords; and (c) *"**MainCo**"* to be composed of the remainder of the Debtors' existing businesses, interest, and tangible and intangible assets.

Pursuant to the Bidding Procedures Order, the Debtors may designate one or more stalking horse bids for any groupings or subgroupings of the Assets (each a "***Stalking Horse Bid***"). Each Stalking Horse Bid shall be subject to higher or better offers, the outcome of an auction (if any), and the approval of the Court.

II. Contact Persons for Parties Interested in Submitting a Bid

The Bidding Procedures set forth in detail the requirements for submitting Preliminary Bid Documents, Bids, and Qualified Bids, and any person interested in making an offer to purchase the Assets must comply strictly with the Bidding Procedures. Only Qualified Bids that are submitted in accordance with the Bidding Procedures will be considered by the Debtors.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker as soon as possible:

GLC Advisors & Co., 600 Lexington Avenue, New York, New York 10022, Attn: Mack Rossoff (mack.rossoff@glca.com), Michael Sellinger (michael.sellinger@glca.com), Tim Hagamen (tim.hagamen@glca.com), and Daniel Grundei (daniel.grundei@glca.com).

III. Important Dates and Deadlines[3]

Event	Proposed Date
LeaseCo Marketing Determination Date	Wednesday, August 20, 2025

[3] The following dates and deadlines may be extended by the Debtors, in consultation with the Consultation Parties, or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Event	Proposed Date
Indication of Interest Deadline[4]	Wednesday, August 20, 2025, at 4:00 p.m. (prevailing Central Time)
Stalking Horse Designation Deadline	Tuesday, September 2, 2025, at 4:00 p.m. (prevailing Central Time)
Stalking Horse Objection Deadline	Monday, September 8, 2025, at 4:00 p.m. (prevailing Central Time)
Cure Notice Deadline	Monday, September 8, 2025
Bid Deadline	Wednesday, September 17, 2025, at 4:00 p.m. (prevailing Central Time)
Auction(s) (if necessary)	Friday, September 19, 2025, at 10:00 a.m. (prevailing Central Time)
Deadline to File Notice of Successful Bidder[5]	As soon as reasonably practicable after the close of the Auction with respect to the applicable Sale Transaction, and, in any event, no later than 5:00 p.m. (prevailing Central Time) on the date that is one day after the close of such Auction. In the event there is no Auction with respect to a Sale Transaction, the Debtors shall file the Notice of Successful Bidder identifying the Successful Bidder on September 19, 2025.
Cure Objection Deadline[6]	By 4:00 p.m. (prevailing Central Time) on the day that is 14 days after service of the Cure Notice or a Supplemental Cure Notice, as applicable

4 For the avoidance of doubt, to the extent the Debtors, in consultation with the Consultation Parties, determine to commence a marketing process for the LeaseCo Assets, the Indication of Interest Deadline shall not apply, and all Bids for LeaseCo shall be subject to the Bid Deadline. Notwithstanding the passage of the Indication of Interest Deadline, parties interested in placing bids on any assets should contact GLC Advisors & Co.

5 In the event that an Auction is cancelled, including, without limitation, because only one Qualified Bid (including a Stalking Horse Bid or credit bid) with respect to a Sale Transaction is received by the Bid Deadline, the Debtors shall file a Notice of Successful Bidder promptly identifying such Qualifying Bid as the Successful Bidder with respect to such Sale Transaction, but in no event later than September 19, 2025. To the extent there are no Qualified Bids or Stalking Horse Bids received with respect to certain of the Debtors' Assets, the Debtors will determine the next phase of the Sale and chapter 11 process in consultation with the Required DIP Lenders and the Committee (each, as defined below).

6 The Cure Objection Deadline applies to any objections to the Debtors' proposed Cure Costs as of the date of the Cure Notice or Supplemental Cure Notice (each as defined below), as applicable (each such objection, a "***Cure Objection***").

Event	Proposed Date
Sale Objection Deadline[7]	The later of the date that is three days after the filing of the Notice of Successful Bidder or Tuesday, September 23, 2025, at 4:00 p.m. (prevailing Central Time)
Sale Hearing (subject to Court availability)	No later than Friday, September 26, 2025[8]

IV. Sale Hearing

A hearing to consider approval of the sale of the Debtors' Assets to the Successful Bidder(s), Backup Bidder(s) (if applicable), or to approve any Successful Bidder Purchase Agreement with respect to a Sale Transaction (the "***Sale Hearing***"), is currently scheduled to take place on **September 24, 2025, at 3:00 p.m. (prevailing Central Time)**, before the Honorable Alfredo R. Perez at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom No. 400, Houston, Texas 77002.

Subject to the Milestones contained in the DIP Orders, the Sale Hearing may be continued to a later date by the Debtors (in consultation with the Consultation Parties) by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

The Debtors reserve the right to seek an expedited Sale Hearing or multiple Sale Hearings as may be useful or necessary to effectuate any Sale Transaction(s); *provided* that the Debtors shall not reduce the time provided herein for a party in interest to file any objection to the Sale absent further order of the Court.

V. Filing Objections

Objections to the Sale or conduct of the Auction, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases for such objection; (c) comply with the Bankruptcy Code; the Bankruptcy Rules, the Bankruptcy Local Rules and all orders of this Court entered in the Chapter 11 Cases; (d) be filed with this Court by the later of the date that is three days after the filing of the Notice of Successful Bidder or September 23, 2025 at 4:00 p.m. (prevailing Central Time) (the "***Sale Objection Deadline***") and (e) be served upon the following parties (collectively, the "***Objection Notice Parties***"): (1) proposed counsel to the Debtors, Latham & Watkins LLP,

[7] The Sale Objection Deadline applies to any objections to the Sale or to the assumption and assignment of the Assigned Contracts other than Cure Objections.

[8] The Sale Hearing may be continued by the Debtors, in consultation with the Consultation Parties and in accordance with the Bidding Procedures, from time to time, either by Court docket entry or by the Debtors filing a notice on the Court's docket, without further notice to creditors or parties in interest. Further, the Debtors reserve the right to seek an expedited Sale Hearing or multiple Sale Hearings as may be useful or necessary to effectuate any Sale Transaction(s); *provided* that the Debtors shall not reduce the time provided herein for a party in interest to file any objection to the Sale absent further order of the Court.

355 South Grand Avenue, Suite 100, Los Angeles, California 90071-1560 (Attn: Helena Tseregounis, and Nicholas Messana) (helena.tseregounis@lw.com, and nicholas.messana@lw.com) and 1271 Avenue of the Americas, New York, New York 10020 (Attn: Andrew Sorkin) (andrew.sorkin@lw.com); (2) proposed co-counsel to the Debtors, Hunton Andrews Kurth LLP, 600 Travis St., Houston, Texas 77002 (Attn: Timothy A. "Tad" Davidson II, Ashley L. Harper, and Philip M. Guffy) (taddavidson@hunton.com, ashleyharper@hunton.com, and pguffy@hunton.com); (3) counsel to the Ad Hoc Group and Backstop Parties, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036-8704 (Attn: Ryan P. Dahl, Daniel Gwen, and Margaret Alden) (ryan.dahl@ropesgray.com, daniel.gwen@ropesgray.com, and margaret.alden@ropesgray.com); (4) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002 (Attn: Jayson Ruff and Vianey Garza) (jayson.b.ruff@usdoj.gov and vianey.garza@usdoj.gov); (5) proposed counsel to the Official Committee of Unsecured Creditors, Morrison & Foerster LLP, 300 Colorado Street, Suite 1800, Austin, Texas 78701 (Attn: Lorenzo Marinuzzi) (lmarinuzzi@mofo.com) and 250 West 55th Street, New York, New York 10019 (Attn: Doug Mannal, Theresa Foudy, Benjamin Butterfield, and Raff Ferraioli) (dmannal@mofo.com, tfoudy@mofo.com, bbutterfield@mofo.com, and rferraioli@mofo.com); and (6) any Successful Bidder(s).

VI. Consequences of Failing to Timely File an Objection

Any party who fails to make a timely Sale Objection on or before the Sale Objection Deadline shall be forever barred from asserting any Sale Objection, including with respect to the transfer of the Assets free and clear of all liens, claims, encumbrances and other interests.

VII. Sale Free and Clear

The Sale will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale. Accordingly, as a result of the Sale, the Successful Bidder(s) will not be a successor to any of the Debtors by reason of any theory of law or equity, and the Successful Bidder(s) will have no liability, except as expressly provided in the Successful Bidder Purchase Agreement(s), for any liens, claims, encumbrances and other interests against or in any of the Debtors under any theory of law, including successor liability theories.

VIII. Obtaining Additional Information

Copies of the Bidding Procedures Motion, the Bidding Procedures, the Bidding Procedures Order, and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at https://restructuring.ra.kroll.com/RunItOneTime/, or can be requested by calling the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC, at 1 (877) 814- 0967 (Domestic) or 1 (646) 440-4367 (International).

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
RUNITONETIME LLC, *et al.*,	:	Case No. 25-90191 (ARP)
Debtors.[1]	:	(Jointly Administered)

ORDER DENYING UNION'S MOTION TO RECONSIDER
[Relates to Docket No. 602]

Upon the Court[2] having reviewed the (i) *International Brotherhood of Teamsters, Local 117's Motion for Reconsideration* [Docket Nos 602] (the "***Reconsideration Motion***") filed by the International Brotherhood of Teamsters, Local 117, and (ii) *Debtors' Objection to the International Brotherhood of Teamsters, Local 117's, Motion for Reconsideration* (the "***Objection***"); and after due deliberation thereon, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Reconsideration Motion is denied.

Signed: _________________, 2025

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UNITED STATES BANKRUPTCY JUDGE

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[1] A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Objection.