United States Bankruptcy Court
Southern District of Texas
ENTERED
April 09, 2026
Nathan Ochsner, Clerk

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 APPROVING SETTLEMENT AGREEMENT AMONG THE DEBTORS, TEAMSTERS LOCAL UNION NO. 117, AND GRIEVANT
[Relates to Docket No. 1220]

Upon the motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") approving the Settlement Agreement, as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion; and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, and upon the record herein; and after due deliberation thereon; and the

1 A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The relief requested herein is sought for each of the Debtors, and joint administration has been requested. 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 Motion.

Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Debtors are authorized to enter into the Settlement Agreement and take all actions necessary to implement the Settlement Agreement attached hereto as **Exhibit 1** pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019. The releases, settlements, and compromises provided for in the Settlement Agreement are reasonable, fair, equitable, appropriate, and approved in all respects.

2. The Settlement Agreement is approved in all respects and shall be binding and enforceable in accordance with its terms on the Debtors, their estates, Grievant, and the Union, and each of their respective successors and permitted assigns.

3. Grievant shall have an allowed general unsecured claim against the Debtors in amount of $95,000 in full and final satisfaction of all claims related to the Grievance and the ULP Charge.

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

Signed: April 09, 2026

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This is a settlement agreement between Hoa Thai (referred to in this agreement as "you"), and RunItOneTime LLC (f/k/a Maverick Gaming, LLC) (referred to in this agreement as the "Company," "us" or "we"). This agreement is dated for reference purposes the February [•], 2026, which is the date we delivered this agreement to you for your consideration.

1. **Withdrawal of Grievance with Prejudice.** Teamsters Local Union No. 117 (referred to in this agreement as the "Union") filed a grievance on your behalf contesting the termination of your employment ("the Grievance") as well as a unfair labor practice charge, National Labor Relations Board Case 19-CA-362421, alleging the Company violated the National Labor Relations Act by offering a grievance settlement that included a return to work and thereafter breaching that agreement ("ULP Charge" and together with the Grievance, the "Claims"). The Union argues that the Company lacked cause to terminate your employment. The Company denies that allegation and maintains it properly terminated your employment with cause. You and the Company (referred hereinafter as the "Parties") wish to resolve the Grievance and ULP Charge collectively under the terms set forth in this agreement. You agree that the Union shall withdraw both the Grievance and ULP Charge with prejudice if you sign this agreement and if it becomes effective.

2. **Allowed Claim.** Subject to the approval of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"), and the terms of this Agreement, and in full and final settlement and compromise of the Claims, the Company agrees that you will have an allowed general unsecured claim against the Company in the amount of Ninety Five Thousand U.S. Dollars and Zero U.S. Cents ($95,000.00) (the "Allowed Claim") in the pending jointly administered chapter 11 bankruptcy cases captioned *In re RunItOneTime LLC, et al.* under Case No. 25-90191 (ARP) (the "Chapter 11 Cases"). The Allowed Claim will be treated and paid (if at all) in accordance with the applicable provisions of the Bankruptcy Code and any confirmed chapter 11 plan (or other applicable order) in the Chapter 11 Cases and will not be entitled to any priority, security interest, administrative expense status, or other enhanced status. This agreement becomes effective upon you signing and returning it to the Company [within the consideration period described below in Section 12 of this agreement], and with the approval of the Bankruptcy Court.

3. **No Further Compensation.** You agree your employment with the Company ended on October 1, 2024, and you acknowledge that the payments you already received during your employment with the Company represent full payment of all compensation and benefits of any kind (including wages, salary, vacation, sick leave, commissions, bonuses, incentive compensation and equity participation) that you earned as a result of your employment by us, including pay for all hours worked. In addition, any and all agreements to pay you compensation, benefits or other payments of any kind are terminated. We owe you, and shall owe you, no further compensation, benefits or other payments of any kind, except as described above.

4. **Release of Claims.** Subject to Section 5 below (Rights Not Waived), you hereby release the Company and all other Released Parties from any and all claims of any kind, known or unknown, that arose on or before the time you signed this agreement, including claims arising in contract, tort or otherwise, and claims arising under any governmentally-enacted law, including

any federal, state or local statute, ordinance, rule, regulation or order. The Released Parties covered by the prior sentence are (a) the Company and its parents, subsidiaries, affiliates, insurers, insurance policies and benefit plans, (b) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (c) the predecessors, successors, transferees and assigns of each of the persons and entities described in this sentence.

a. Subject to Section 5 below (Rights Not Waived), the claims you are releasing, as stated in the first paragraph of this Section 4, include, but are not limited to, claims of wrongful termination, claims of constructive discharge, claims arising out of agreements, representations or policies related to your employment, claims arising under federal, state or local laws, statutes or ordinances prohibiting discrimination or harassment or requiring accommodation on the basis of age, race, color, national origin, religion, sex, disability, marital status, sexual orientation or any other status, claims arising under federal, state or local laws, statutes or ordinances prohibiting retaliation or discrimination against a person for making complaints or for any other actions or inactions, claims of failure to accommodate a disability or religious practice, claims for violation of public policy, claims of failure to assist you in applying for future position openings, claims of failure to hire you for future position openings, claims for wages or compensation of any kind, claims of willful withholding of wages, claims of tortious interference with contract or expectancy, claims of fraud or negligent misrepresentation, claims of breach of privacy, defamation claims, claims of intentional or negligent infliction of emotional distress, claims of unfair labor practices, claims arising out of any claimed right to stock or stock options, claims for attorneys' fees or costs, and any and all claims that are based on any legal obligations that arise out of or are related to your employment relationship with us.

b. Subject to Section 5 below (Rights Not Waived), the claims you are releasing, as stated in the first paragraph of this Section 4, also include, but are not limited to, claims arising under or based on any of the following statutes, among others: Washington Law Against Discrimination (RCW 49.60), the Washington Prohibited Employment Practices Law (RCW 49.44), the anti-retaliation provisions of the Washington Industrial Insurance Act (RCW 51.48) and Washington Industrial Safety and Health Act (RCW 49.17), , the Washington Minimum Wage Act (RCW 49.46), the Washington Industrial Welfare Act (RCW 49.12), the Washington Agricultural Labor Law (RCW 49.30), the Washington Hours of Labor Law (RCW 49.28), Washington's statutes related to wages (including RCW 49.48 and RCW 49.52), the Washington Veterans Employment and Reemployment Act (RCW 73.16), the Washington Military Family Leave Act (RCW 49.77), the Washington Domestic Violence Leave Law (RCW 49.76), the Washington Family Care Act and Parental Leave Law (RCW 49.12), the Washington Paid Family and Medical Leave Act (RCW 50A.05), the Washington Little Norris-LaGuardia Act (RCW 49.32), the Washington Fair Credit Reporting Act (RCW 19.182), the Washington Electronic Privacy Act (RCW 9.73), the Civil Rights Act of 1870 (42 U.S.C. § 1981), the Civil Rights Act of 1871 (42 U.S.C. § 1983), the Equal Pay Act of 1963, the Civil Rights Act of 1964 (including Title VII of that Act), the Age Discrimination in Employment Act of 1967 (ADEA), the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Genetic Information Nondiscrimination Act of 2008 (GINA), the Health Insurance Portability and Accountability Act, the

Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Worker Adjustment and Retraining Notification Act (WARN), the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Sarbanes-Oxley Act, the False Claims Act, the Dodd–Frank Wall Street Reform and Consumer Protection Act, the Consumer Product Safety Improvement Act, the Occupational Safety and Health Act, the Food Safety Modernization Act, and all similar governmentally-enacted laws (federal, state, local or otherwise, and regardless of whether the law is in a statute, ordinance, rule, or other enactment).

c. You represent and warrant that you have not initiated any complaint, charge, lawsuit or arbitration involving any of the claims you are releasing in this agreement. This representation does not limit your right to file certain governmental charges in the future, as stated in Section 5 below (Rights Not Waived).

d. You represent and warrant that you have all necessary authority to enter into this agreement (including, if you are married, on behalf of your marital community) and that you have not transferred any interest in any claims to your spouse or to any other third party.

e. You agree that this agreement gives you fair economic value for any and all potential claims you may have, and that you are not entitled to any other damages or relief. You understand that you are releasing potentially unknown claims, and that you have limited knowledge with respect to some of the claims being released. You acknowledge that there is a risk that, after signing this agreement, you may learn information that might have affected your decision to enter into this agreement. You acknowledge, for example, that you may learn that you have suffered injuries of which you are not presently aware. You assume this risk and all other risks of any mistake in entering into this agreement. You agree that this release is fairly and knowingly made.

5. **Rights Not Waived.** Regardless of any term stated in any other section of this agreement:

a. This agreement does not waive your rights, if any, to receive ERISA-covered benefits (*e.g.,* pension or medical benefits) that are vested pursuant to a formally-adopted and properly-authorized written benefit plan.

b. This agreement does not waive unemployment compensation benefits, workers' compensation benefits or any other rights that may not lawfully be released by a private agreement.

c. This agreement does not waive any right you may have to receive a payment or award from a governmental agency (and not the Company) for information provided to the governmental agency.

d. Nothing in this agreement prevents you from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission (EEOC), Securities Exchange Commission (SEC), National Labor Relations Board (NLRB), Department of Labor (DOL), or any other governmental agency; but as to all of the claims that you have released as provided in this agreement, you are waiving your right to receive any individual relief in any such investigation or proceeding.

e. Nothing in this agreement prevents you from (i) providing testimony, information or documents if you are legally compelled to do so, or (ii) communicating with the EEOC, SEC, NLRB, DOL or other governmental agency, including providing documents or other information; however in all cases, you agree to take all reasonable steps that are available (such as redacting information or providing information under seal) to avoid any public disclosure of trade secret information or other confidential business information.

f. Nothing in this agreement prevents you from discussing or disclosing conduct, or the existence of a settlement involving conduct, that you reasonably believed to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as illegal under state, federal, or common law, or that is recognized as against a clear mandate of public policy, where the conduct occurred at the workplace, at work-related events coordinated by or through the employer, between employees and/or independent contractors, or between an employer and an employee or independent contractor, whether on or off the employment premises. For avoidance of doubt, the prior sentence does not relieve you from any legally-enforceable obligation contained in any other agreement and does not relieve you of your obligation to keep confidential the amount being paid to you pursuant to this agreement, as provided for in Section 14 below (Confidentiality of Settlement Amount).

g. You do not need the Company's prior authorization to engage in conduct protected by the prior three paragraphs, and you do not need to notify the Company that you have engaged in such conduct.

6. **No Admission of Liability.** Neither this agreement nor the Allowed Claim given pursuant to this agreement is an admission of liability or wrongdoing.

7. **Workers' Compensation Claims.** You acknowledge and agree that you have already filed workers' compensation claim(s) for any and all on-the-job injuries you suffered while employed by us, and that you have not suffered any on-the-job injuries for which you have not already filed a workers' compensation claim.

8. **Bankruptcy Court Approval Required**. The effectiveness of this Agreement is expressly subject to approval by the Bankruptcy Court. After execution of this Agreement, the Company will promptly file a motion (the "Settlement Motion") in the Bankruptcy Court seeking approval of the Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. The Company and you will cooperate in good faith to seek approval of the Settlement Motion.

9. **Company Materials.** You represent and warrant that you have returned all items that belong to us. You agree to be responsible to the Company for any breach by you of this Section.

10. **Reference Checks.** The Company will respond to reference checks, that is, it will provide only dates of employment and position held, and you hereby consent to the release of that information.

11. **Independent Legal Counsel.** You are advised and encouraged to consult with an attorney before signing this agreement. You acknowledge that you have had an adequate opportunity to do so.

12. **Consideration Period.** You have 21 days from the date this agreement is given to you to consider this agreement before signing it. You may use as much or as little of this 21-day period as you wish before signing. If you do not sign, date, and return this agreement within this 21-day period you will not be eligible to receive the benefits described in this agreement. You agree that any changes the Company may agree to make to this agreement after first offering it to you for your consideration will not restart the running of this 21-day period.

13. **Revocation Period and Effective Date.** You have seven (7) days after the day you sign this agreement to revoke it (the "Revocation Period"). To revoke this agreement after signing it you must provide a written notice of revocation to Dan Mueller, Littler Mendelson, P.C., dmueller@littler.com, before the seven-day period expires. This agreement shall not become effective until the eight (8th) day after the day you sign it. If you revoke this agreement it will not become effective or enforceable and you will not receive the benefits described in this agreement. [For the avoidance of doubt, once the motion to approve the Settlement described herein is filed with the Bankruptcy Court, the Revocation Period is automatically terminated.]

14. **Confidentiality of Settlement Amount.** (a) You represent, warrant and agree that, except as otherwise required by law, you have kept confidential, and will keep confidential, the amount being paid to you pursuant to this agreement, including that you have kept confidential, and will keep confidential, the amounts of all settlement demand(s) and offer(s) made between you and the Company. Despite what was just stated, you may disclose that information to your spouse, legal counsel, accountants and tax advisors, but only after you have obtained their agreement, for the benefit of the Company, to abide by this confidentiality agreement. If you have already disclosed that information to your spouse, domestic partner, legal counsel, accountant or tax advisor, you represent and warrant that you have already instructed them to abide by this confidentiality agreement. If it becomes strictly necessary to admit the amount being paid to you pursuant to this agreement as evidence in a court proceeding, arbitration, administrative proceeding or investigation, you may do so, but only after the Parties take all steps available to maintain the confidentiality of that information to the fullest extent possible, such as by obtaining leave to file that information under seal. Your obligations under this Section 14 are subject to the terms of Section 5 above (Rights Not Waived).

(b) Notwithstanding Section 15(a), the Parties may disclose confidential settlement information in connection with seeking Bankruptcy Court approval of the Agreement, including publicly filing this Agreement (or any portion of it) in support of any motion, stipulation, notice, request for relief, approval, enforcement, or interpretation of this Agreement (including any motion under applicable procedural rules) on the docket in the Chapter 11 Cases. The Parties will cooperate in good faith to minimize public disclosure to the extent permitted.

15. **Severability.** If any part or aspect of this agreement is held to be unenforceable, it shall not affect any other part or aspect. If any part or aspect of this agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law.

16. **Governing Law; Venue.** This agreement is governed by the laws of the state of Washington that apply to contracts executed and to be performed entirely within the state of Washington. Venue and jurisdiction of any lawsuit involving this agreement shall exist concurrently in state and federal courts in King County, Washington and the Bankruptcy Court.

17. **Headings Not Controlling.** The headings in this agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

18. **Waiver.** No waiver of any provision of this agreement shall be valid unless in writing, signed by the party against whom the waiver is sought to be enforced. The waiver of any breach of this agreement or failure to enforce any provision of this agreement shall not waive any later breach.

19. **Binding Effect.** This agreement is binding upon and shall benefit the Parties and their personal representatives, heirs, successors and assigns.

20. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute a single agreement.

21. **No Reliance.** You acknowledge that you have had the opportunity to conduct an investigation into the facts and evidence relevant to your decision to sign this agreement. You acknowledge that, in deciding to enter into this agreement, you have not relied on any promise, representation, or other information not contained in this agreement, and also have not relied on any expectation that the Company has disclosed all material facts to you. By entering into this agreement, you are assuming all risks that you may be mistaken as to the true facts, that you may have been led to an incorrect understanding of the true facts, and/or that facts material to your decision to sign this agreement may have been withheld from you. You will have no claim to rescind this agreement on the basis of any alleged mistake, misrepresentation, or failure to disclose any fact.

22. **Final and Complete Agreement.** This agreement is the final and complete expression of all agreements between you and the Company on all subjects and supersedes and replaces all prior discussions, representations, agreements, policies and practices. This agreement may not be amended orally. It may be amended only by a writing that specifically refers to this agreement and is signed by all Parties.

Agreed by the Company:

Jeff Seery — 02/03/26

Authorized Agent for RunItOneTime LLC (f/k/a Maverick Gaming, LLC) — Date

I, the undersigned, having been advised to consult with an attorney, hereby agree to be bound by this agreement, confirm that I have read and understood each part of it, and confirm that I was not required or pressured to sign this agreement any sooner than I voluntarily chose to sign it.

Agreed by Employee:

Hoa Thai

02/23/2026
Date

Global Settlement
between
RunItOneTime LLC (f/k/a Maverick Gaming, LLC)
and
Teamsters Local Union No. 117
And
Hoa Thai

RunItOneTime LLC (f/k/a Maverick Gaming, LLC) (the "Company"), Teamsters Local Union No. 117 (the "Union"), and Hoa Thai (the "Grievant") agree to resolve the Grievance No. 413-23 dated October 15, 2024, filed by the Union contesting Grievant's discharge, and related demand for arbitration, FMCS # 250507-06023 (the "Grievance") and the related unfair labor practice charge, National Labor Relations Board ("NLRB") Case 19-CA-362421, filed on March 21, 2025 alleging the Company violated the National Labor Relations Act by offering a grievance settlement that included a return to work and thereafter breaching that agreement ("ULP Charge"), as follows:

(1) The Grievant and the Union hereby agree to withdraw, with prejudice, both the Grievance and ULP Charge, and agree that this Memorandum of Agreement and the appended Settlement Agreement is the full and final resolution of this matter.

(2) The Company agrees that following its receipt of the Settlement Agreement (appended to this Memorandum of Agreement) and this Memorandum of Agreement, both fully executed, the Grievant will have an unsecured claim against the Company in the pending jointly administered chapter 11 bankruptcy cases captioned *In re RunItOneTime LLC, et al.* under Case No. 25-90191 (ARP) in the United States Bankruptcy Court for the Southern District of Texas.

(3) This grievance settlement is on a non-precedent setting basis and without the admission of any wrongdoing by either party. The parties shall not use this grievance settlement in any other proceeding.

Signed this ____ day of February 2026.

RunItOneTime LLC
(f/k/a Maverick Gaming, LLC)

By: Jeff Seery ____________________

Teamsters Local Union No. 117

By: ____________________
Josh Fassett

Hoa Thai

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