

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
Old School, Inc., ¹	:	Case No. 25-11016 (CTG)
	:	
Debtor.	:	
	:	
	X	Re: Docket No. 232

**ORDER APPROVING AND AUTHORIZING
THE DEBTOR’S ENTRY INTO THE SETTLEMENT AGREEMENT**

Upon the motion (the “Motion”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order (this “Order”), approving and authorizing the settlement agreement attached hereto as **Exhibit 1** (the “Settlement Agreement”), between the Debtor and Molly Claire Benjamin (the “Claimant,” and with the Debtor, the “Settlement Parties”), all as more fully set forth in the Motion; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having

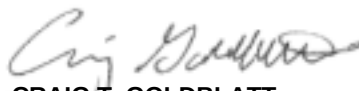
¹ The Debtor’s (f/k/a Charter School Capital, Inc.) mailing address is Verdolino & Lowey, P.C., 124 Washington Street, Suite 101, Foxboro, MA 02035, and the last four digits of the Debtor’s federal tax identification number are 4278.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtor, its estate, its creditors and all parties in interest; and upon all of the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Motion is GRANTED as set forth herein.
2. The Debtor is authorized, pursuant to Bankruptcy Rule 9019 to enter into the Settlement Agreement, attached to this Order as **Exhibit 1**, with the Claimant.
3. The Settlement Agreement is approved in all respects.
4. The Settlement Agreement is fair and reasonable and entered into in good faith by the Settlement Parties.
5. The Settlement Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Order.
6. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

Dated: October 6th, 2025
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Settlement Agreement

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is made by and between Molly Claire Benjamin (“Benjamin”) and Old School, Inc. f/k/a Charter School Capital, Inc. (the “Debtor”). Benjamin and the Debtor are collectively referred to herein as the “Parties.” Execution Date shall mean September 12, 2025, the date by which the Parties execute this Agreement.

WHEREAS, on June 8, 2025, the Debtor commenced its chapter 11 case (Case No. 25-11016 (CTG)) (the “Bankruptcy Case”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, on July 26, 2025, the Bankruptcy Court entered an order approving a sale of all or substantially all of its assets to New GS, LLC at docket no. 171 (the “Sale”);

WHEREAS, the Sale closed on July 29, 2025 (the “Sale Closing”);

WHEREAS, Benjamin is a former employee of the Debtor whose employment was terminated after the Sale Closing;

WHEREAS, Benjamin raised certain claims of discrimination and retaliation;

WHEREAS, the Debtor denies the claims raised by Benjamin; and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Benjamin may have against the Debtor and any of the Releasees as defined below.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Debtor and Benjamin hereby agree as follows:

1. Settlement Payments and Benefits. In consideration for Benjamin's execution of, compliance with, and non-revocation of this Agreement, including the release of claims, the Debtor agrees to pay Benjamin a lump sum in the amount of \$30,000 (the “Settlement Amount”). The Settlement Amount shall be paid as follows:

- a. Fifteen Thousand Dollars (\$15,000) to be paid to Benjamin as compensation for alleged emotional distress damages allegedly suffered by Benjamin as a result of Debtor's alleged actions. The Debtor shall issue a Form 1099 to Benjamin for this amount; and
- b. Fifteen Thousand Dollars (\$15,000), less any applicable taxes and withholdings, shall be paid to Benjamin as compensation for her alleged lost wages. The Debtor shall issue a Form W2 for this amount.

The payments in Paragraph 1(a) and (b) shall be made within ten (10) days of the Effective Date

of this Agreement (as that term is defined below).

2. Release of Claims by Benjamin. In exchange for the consideration provided under this Agreement, to which Benjamin acknowledges she would otherwise not be entitled, Benjamin voluntarily releases and forever discharges the Debtor, its affiliated and related entities, its and their respective predecessors, parents, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, insurers, and the current and former officers, directors, members, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the “Releasees”) generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown (“Claims”) that, as of the date when Benjamin signs this Agreement, Benjamin has, ever had, now claims to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to Benjamin’s employment by and termination of employment with the Debtor;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of defamation or other torts;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of discrimination or retaliation under the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964);
- under any other federal or state statute (including, without limitation, Claims under the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Oregon Family Leave Act, the Oregon Military Family Leave Act, the Oregon Whistleblower Law, the Unlawful Discrimination Against Persons with Disabilities Law, and Chapter 659A of the Oregon Revised Statutes);
- for wages, bonuses, incentive compensation, stock, stock options, vacation pay or any other compensation or benefits; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney’s fees;

provided, however, that this release shall not affect Benjamin’s rights under this Agreement.

Upon receipt of the Settlement Amount, the Debtor shall be able to expunge from the claims register any filed proof of claim by Benjamin (if any) related to the Claims.

3. Non-Disparagement. Subject to Section 4 of this Agreement, Benjamin agrees not to make any disparaging statements, either orally or in writing, in any manner, form, forum, or medium (including, without limitation, via the internet, email, text message, in any social media posting, or otherwise), concerning the Debtor or any of its affiliates, products, services or current or former officers, directors, members, shareholders, employees, or agents; provided that Benjamin shall not be deemed in violation of this Section 3 for statements made prior to August 25, 2025 so long as Benjamin removes any such prior statements posted on any social media site within three (3) days of the signing of this Agreement.

4. Protected Disclosures. Nothing contained in this Agreement, any other agreement with the Debtor, or any Debtor policy limits Benjamin's ability, with or without notice to the Debtor, to: (i) file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"), including without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission (the "SEC"); (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including by providing non-privileged documents or information; (iii) exercise any rights under Section 7 of the National Labor Relations Act, which are available to non-supervisory employees, including assisting co-workers with or discussing any employment issue as part of engaging in concerted activities for the purpose of mutual aid or protection; or (iv) testify truthfully in a legal proceeding. Any such communications and disclosures must not violate applicable law and the information disclosed must not have been obtained through a communication that was subject to the attorney-client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege or applicable law). If a Government Agency or any other third party pursues any claim on her behalf, Benjamin waives any right to monetary or other individualized relief (either individually or as part of any collective or class action), but the Debtor will not limit any right Benjamin may have to receive an award pursuant to the whistleblower provisions of any applicable law or regulation for providing information to the SEC or any other Government Agency.

5. No Admission of Liability. Benjamin understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Benjamin. No action taken by the Debtor hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Debtor of any fault or liability whatsoever to Benjamin or to any third party.

6. Confidentiality. Subject to Section 4 of this Agreement, Benjamin agrees, to the fullest extent permitted by law, to keep all Agreement-Related Information completely confidential, provided that Benjamin shall not be deemed in violation of this Section 6 for statements made prior to August 25, 2025. "Agreement-Related Information" means any allegations of wrongful conduct by the Debtor or any of the Releasees, the negotiations leading to this Agreement and the existence and terms of this Agreement. Notwithstanding the foregoing, Benjamin may disclose Agreement-Related Information to her attorneys, insurance carriers and financial advisors and to them only provided that they first agree to keep Agreement-Related Information confidential. Nothing in this Section shall be construed to

prevent Benjamin from disclosing Agreement-Related Information to the extent required by a lawfully issued subpoena or duly issued court order; provided that Benjamin provides the Debtor with advance written notice and a reasonable opportunity to contest such subpoena or court order.

7. Absence of Reliance. In signing this Agreement, Benjamin is not relying upon any promises or representations made by anyone at or on behalf of the Debtor.

8. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Jurisdiction. The Parties agree that the Agreement, and all matters related to its enforcement, will be subject to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware, or, if that court finds that it lacks subject-matter jurisdiction, to the exclusive jurisdiction of the courts of the State of Delaware, and all parties agree to waive any objections to the jurisdiction of those courts with respect to such claims on the grounds of personal jurisdiction, forum non conveniens, venue, or similar grounds.

11. Governing Law; Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Oregon, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Benjamin or the Debtor or the “drafter” of all or any portion of this Agreement.

12. Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes and contains the complete understanding of the Parties with respect to the subject matter addressed in this Agreement and supersedes and replaces all prior negotiations and all agreements, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

13. Time for Consideration. Benjamin acknowledges that she has knowingly and voluntarily entered into this Agreement and that the Debtor advises Benjamin to consult with an attorney before signing this Agreement. Benjamin understands and acknowledges that she has been given the opportunity to consider this Agreement for twenty-one (21) days from her receipt of this Agreement before signing it (the “Consideration Period”). If Benjamin signs this

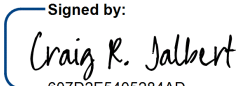
Agreement before the end of the Consideration Period, Benjamin acknowledges that such decision was entirely voluntary and that she had the opportunity to consider this Agreement for the entire Consideration Period. For the period of seven (7) days from the Execution Date, Benjamin has the right to revoke this Agreement by written notice to the Debtor, provided that such notice is delivered so that it is received at or before the expiration of the seven (7) day revocation period.

14. Effective Date. This Agreement shall become effective on the later of: (i) the date on which the Bankruptcy Court enters a final, non-appealable order that is not subject to any stay (the “Order”) approving this Agreement; and (ii) eight (8) days following execution of this agreement (the “Effective Date”). The Parties will in good faith exercise all reasonable efforts required to obtain the entry of the Order, including executing and delivering any motions, declarations or other items of support reasonably required in connection therewith. Consistent with the preceding sentence, the Debtor will prepare a motion to approve entry into this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 (the “Motion”). The Debtor shall promptly file the Motion with the Bankruptcy Court and serve the Motion upon those parties entitled to notice thereof. The Parties further agree that they will abide by the terms of this Agreement beginning on the Execution Date; provided, however, that either party may terminate this Agreement if they do not receive an Order approving this Agreement from the Bankruptcy Court.

15. Counterparts. This Agreement may be executed in separate counterparts. When both counterparts are signed, they shall be treated together as one and the same document.

Signature page follows

Old School, Inc. f/k/a Charter School Capital, Inc.

By:  Signed by: 9/12/2025
Name: Craig Jalbert
Title: Authorized Signatory

Signed by:

Molly Claire Benjamin

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Date: 9/12/2025

Molly Claire Benjamin