

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors ¹	:	(Jointly Administered)
	:	
	X	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP
AS BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the “***Debtors***”) respectfully request entry of an order authorizing the Debtors to employ and retain Latham & Watkins LLP (“***L&W***”) effective as of the Petition Date (as defined below). In support of this application (the “***Application***”), the Debtors rely on and incorporate by reference (a) the *Declaration of Jeff Seery in Support of Chapter 11 Petitions and First Day Relief* [Docket No. 18] (the “***First Day Declaration***”), filed on the Petition Date, (b) the declaration of Helena Tseregounis, a partner of L&W, which is attached hereto as **Exhibit A** (the “***Tseregounis Declaration***”), and (c) the declaration of Jeff Seery, Chief Restructuring Officer of RunItOneTime

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.

LLC, which is attached hereto as **Exhibit B** (the “***Retention Declaration***”). In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas (this “***Court***”) has jurisdiction to consider this Application pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S. C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution.

2. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are section 327(a) of title 11 of the United States Code (the “***Bankruptcy Code***”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “***Local Rules***”), and the Procedures for Complex Cases in the Southern District of Texas (the “***Complex Case Procedures***”).

BACKGROUND

4. On July 14, 2025 (the “***Petition Date***”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (collectively, the “***Chapter 11 Cases***”). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On July 25, 2025, the United States Trustee for the Southern District of Texas (the “***U.S. Trustee***”) appointed an official committee of unsecured creditors (the “***Creditors’ Committee***”).

5. Additional information regarding the Debtors’ business, capital structure, and the events leading up to the Petition Date is set forth in the First Day Declaration.

RELIEF REQUESTED

6. The Debtors seek entry of an order (the “***Order***”), substantially in the form attached hereto, authorizing the employment and retention of L&W as co-counsel for the Debtors, effective as of the Petition Date, in accordance with the terms and conditions of that certain amended engagement letter dated April 24, 2025 (the “***Engagement Letter***”), a copy of which is attached as **Exhibit 1** to the Tseregounis Declaration and incorporated herein by reference.

L&W’s QUALIFICATIONS

7. The Debtors seek to retain L&W because of L&W’s recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases and because of L&W’s knowledge of the Debtors’ business and financial affairs.

8. L&W and its partners have represented numerous debtors in their bankruptcy matters, including 2U, Inc., Allen Systems Group, Inc., Alta Mesa Resources, Inc., Audacy, Inc., Barretts Minerals, Inc., Chaparral Energy, Inc., Dayton Superior Corporation, DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.), DocuData Solutions, L.C., Emerge Energy Services LP, Enduro Resource Partners LLC, First Mode Holdings, Inc., Global Eagle Entertainment Inc., GNC Holdings, Inc., Hexion Holdings LLC, Hi-Crush Inc., IG Design Group Americas, Inc., Illinois Power Generating Company, Imerys Talc America, Inc., JOANN Inc., Libbey Glass Inc., Lincoln Power, L.L.C., Lonestar Resources US Inc., Lucky Brand Dungarees, LLC, Lumileds Holding B.V., Mallinckrodt plc, MLCJR LLC, Monitronics International, Inc., Nine Point Energy Holdings, Inc., Pacific Drilling S.A., Paddock Enterprises, LLC, Panda Temple Power, LLC, Rentech WP U.S. Inc., Robertshaw US Holding Corp., RunItOneTime LLC, Sable Permian Resources, LLC, Sienna Biopharmaceuticals, Inc., Starry Group Holdings, Inc., Stone Energy Corporation, Sundance Energy Inc., Superior Energy Services, Inc., The Container Store Group,

Inc., Virgin Orbit Holdings, Inc., Vital Pharmaceuticals, Inc., Weatherford International plc, Wolfspeed, Inc., and Zen JV, LLC.

9. For a number of years, L&W has represented the Debtors with respect to a wide range of legal matters, including, among other things, debt financing and corporate and real estate matters. Moreover, since early 2025, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial issues, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options and assisting the Debtors with exploring potential out-of-court transactions and ultimately preparing the Chapter 11 Cases, including negotiating the transaction support agreement. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases. Accordingly, the Debtors believe that L&W is both well-qualified and uniquely able to represent them in the Chapter 11 Cases and that such representation is critical to the Debtors' efforts to successfully reorganize while maximizing value for their estates.

SERVICES TO BE PROVIDED

10. The Debtors desire to employ L&W under a general retainer because of, among other reasons, the nature of the legal services that will be required in connection with the Chapter 11 Cases. To engage alternative counsel at this stage of the Debtors' cases would be disruptive and inefficient, and would likely delay the Debtors' progress toward a successful sale or reorganization.

11. Consistent with the Engagement Letter, the Debtors expect L&W to provide the following legal services:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

- b) advise and consult on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c) advise the Debtors and take all necessary action to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved;
- d) analyze proofs of claim filed against the Debtors and object to such claims as necessary;
- e) represent the Debtors in connection with obtaining authority to continue using cash collateral and obtain postpetition financing;
- f) attend meetings and negotiate with representatives of creditors, interest holders, and other parties in interest;
- g) analyze executory contracts and unexpired leases and potential assumptions, assignments, or rejections of such contracts and leases;
- h) prepare pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- i) advise the Debtors in connection with any potential sale of assets;
- j) take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- k) appear before this Court or any appellate courts to protect the interests of the Debtors' estates before those courts;
- l) advise on corporate, litigation, regulatory, finance, tax, employee benefits, and other legal matters; and
- m) perform all other necessary legal services for the Debtors in connection with the Chapter 11 Cases.

12. Concurrently with the filing of this Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP ("**Hunton**") as their bankruptcy co-counsel and conflicts counsel. Because L&W and Hunton will have well-defined and distinct roles, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate

with Hunton and any other counsel the Debtors retain in the Chapter 11 Cases to ensure that the legal services each firm provides to the Debtors are not duplicative.

13. The Debtors also have filed or intend to file applications to employ other professionals in the Chapter 11 Cases. L&W has advised the Debtors that it intends to carefully monitor the efforts of these other retained professionals and coordinate with such professionals to delineate clearly their respective duties in order to prevent duplication of effort, whenever possible. The efficient coordination of the efforts of the Debtors' attorneys and other professionals will greatly add to the effective administration of the Chapter 11 Cases.

PROFESSIONAL COMPENSATION

14. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors. L&W's hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

15. L&W's current hourly rates are set forth in the Tseregounis Declaration. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions.² Except as may otherwise be set forth in the Tseregounis Declaration, L&W did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and none of the L&W professionals

² L&W increases the hourly billing rate of attorneys and paraprofessionals in the form of (a) step increases historically awarded in the ordinary course of business on the basis of advancing seniority and promotion and (b) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines (as defined below)). As set forth in the Order, L&W will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and will file any such notice with the Court.

included in this engagement will vary his or her rate based on the geographic location of the Chapter 11 Cases.

16. Other than (a) the adjustments described above and as set forth in the Tseregounis Declaration and (b) a postpetition 50% discount applied to rates charged for non-working travel time, L&W's hourly rates and the financial terms of the engagement proposed herein are consistent with the rates and terms of L&W's prepetition engagement. As described in the Retention Declaration, the Debtors have reviewed and approved L&W's standard rate structure and determined that it is appropriate and comparable to (a) the rates that L&W charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

17. Consistent with the Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items.

18. During the Chapter 11 Cases, L&W will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in the Chapter 11 Cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in the Chapter 11 Cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against L&W's reasonable fees and expenses to be determined at the conclusion of the Chapter 11 Cases.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

19. As set forth in the Tseregounis Declaration, during the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of \$3,443,684.72 for services performed and expenses incurred, and to be performed and incurred, including in preparation for the commencement of the Chapter 11 Cases. L&W wrote-off and waived any fees owing in excess of its retainer as of the Petition Date.

L&W'S DISINTERESTEDNESS

20. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Tseregounis Declaration, the partners, counsel, and associates of L&W (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates. The Debtors will utilize Hunton or retain separate conflicts counsel as necessary if neither L&W nor Hunton is available for a particular matter.³

21. As disclosed in the Tseregounis Declaration, L&W has in the past represented, currently represents, and likely in the future will represent, certain parties in interest in the Chapter 11 Cases. Except as set forth in the Tseregounis Declaration, all such representations are or were

³ In the event the Debtors seek to employ and retain separate conflicts counsel in connection with the Chapter 11 Cases to handle matters that the Debtors may encounter that cannot be handled appropriately by L&W or Hunton because of a conflict of interest, then the Debtors intend that the services of such conflicts counsel shall complement, and not duplicate, the services to be rendered by L&W and Hunton. Moreover, the responsibilities of such conflicts counsel shall be confined to discrete legal matters that are distinct from the matters handled by L&W or Hunton. Conflicts counsel shall act on its own and will not act under the direct supervision of L&W. Indeed, the Debtors are extremely mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

in connection with matters wholly unrelated to the Debtors and the Chapter 11 Cases. Pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting as the Debtors' co-counsel merely because it has represented or currently represents certain parties in interest in matters unrelated to the Chapter 11 Cases.

22. The Debtors understand that L&W will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in the Chapter 11 Cases and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a) to disclose any material developments regarding the Debtors or any other pertinent relationships that come to L&W's attention.

BASIS FOR RELIEF

23. The Debtors seek retention and employment of L&W as their co-counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

24. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

25. The Debtors submit that for all the reasons stated above and in the Tseregounis Declaration and the Retention Declaration, the retention and employment of L&W is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved. Further, as stated in the Tseregounis Declaration, L&W is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and L&W does not hold or represent an interest adverse to the Debtors’ estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Tseregounis Declaration.

NOTICE

26. Notice of this Application will be given to the parties on the Debtors’ Master Service List. A copy of this Motion is available on (a) the Court’s website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors’ Claims and Noticing Agent, Kroll Restructuring Administration LLC, at <https://restructuring.ra.kroll.com/RunItOneTime/>.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order granting the relief requested in this Application and such other and further relief as the Court may deem just and proper.

Dated: August 13, 2025

/s/ Jeff Seery

Name: Jeff Seery

Title: Chief Restructuring Officer

CERTIFICATE OF SERVICE

I certify that on August 13, 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/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit A

Tseregounis Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF HELENA TSEREGOUNIS AND
DISCLOSURE STATEMENT OF LATHAM & WATKINS LLP**

I, Helena Tseregounis, declare as follows:

1. I am a partner in the law firm of Latham & Watkins LLP (“***L&W***”), an international law firm with offices across the United States, Europe, and Asia. I am admitted in, practicing in, and a member in good standing of the state bar of California, and there are no disciplinary proceedings pending against me. I am over the age of eighteen, am authorized to submit this Declaration, and am competent to testify on the matters contained herein.

2. I submit this Declaration to provide disclosure in connection with the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Co-Counsel Effective as of the Petition Date* (the “***Application***”),² by which the above-captioned debtors and debtors-in-possession (together, the “***Debtors***”) seek authority to employ and retain L&W as bankruptcy co-counsel effective as of the Petition Date.

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, information supplied to me by other L&W professionals or paraprofessionals, or learned from my review of relevant documents. To the extent any information disclosed herein requires amendment or modification as additional information becomes available to L&W, a supplemental declaration will be submitted to this Court reflecting such amended or modified information.

L&W'S QUALIFICATIONS

4. The Debtors seek to retain L&W because of L&W's recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases and because of L&W's knowledge of the Debtors' business and financial affairs.

5. L&W and its partners have represented numerous debtors in their bankruptcy matters, including 2U, Inc., Allen Systems Group, Inc., Alta Mesa Resources, Inc., Audacy, Inc., Barretts Minerals, Inc., Chaparral Energy, Inc., Dayton Superior Corporation, DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.), DocuData Solutions, L.C., Emerge Energy Services LP, Enduro Resource Partners LLC, First Mode Holdings, Inc., Global Eagle Entertainment Inc., GNC Holdings, Inc., Hexion Holdings LLC, Hi-Crush Inc., IG Design Group Americas, Inc., Illinois Power Generating Company, Imerys Talc America, Inc., JOANN Inc., Libbey Glass Inc., Lincoln Power, L.L.C., Lonestar Resources US Inc., Lucky Brand Dungarees, LLC, Lumileds Holding B.V., Mallinckrodt plc, MLCJR LLC, Monitronics International, Inc., Nine Point Energy Holdings, Inc., Pacific Drilling S.A., Paddock Enterprises, LLC, Panda Temple Power, LLC, Rentech WP U.S. Inc., Robertshaw US Holding Corp., RunItOneTime LLC, Sable Permian Resources, LLC, Sienna Biopharmaceuticals, Inc., Starry Group Holdings, Inc., Stone Energy

Corporation, Sundance Energy Inc., Superior Energy Services, Inc., The Container Store Group, Inc., Virgin Orbit Holdings, Inc., Vital Pharmaceuticals, Inc., and Weatherford International plc.

6. I am one of the principal L&W attorneys working on this engagement. I have extensive experience in corporate restructurings and have represented debtors, asset purchasers, secured lenders, unsecured creditors, and other parties in both in-court and out-of-court restructurings, and in related litigation. Other professionals and paraprofessionals in L&W's insolvency practice and in other practice areas, many of whom also have extensive experience in corporate restructurings generally and debtor representations in chapter 11 cases specifically, will participate in the representation of the Debtors in the Chapter 11 Cases.

7. For a number of years, L&W has represented the Debtors with respect to a wide range of legal matters, including, among other things, debt financing and corporate and real estate matters. Moreover, since early 2025, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial circumstances, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options and assisting the Debtors with pursuing potential out-of-court solutions and ultimately preparing the Chapter 11 Cases, including negotiating the transaction support agreement. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases.

8. Accordingly, I believe that L&W is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases and that such representation will contribute greatly to the efficient administration of the estates, thereby minimizing expense to the estates and facilitating the progress of the Chapter 11 Cases.

SERVICES TO BE PROVIDED

9. The Debtors desire to employ L&W under a general retainer because of, among other reasons, the nature of the legal services that will be required in connection with the Chapter 11 Cases. To engage alternative counsel at this stage of the Debtors' cases would be tremendously disruptive and would likely delay the Debtors' emergence beyond the timeline necessary for a successful reorganization.

10. Consistent with the Engagement Letter, a copy of which is attached as **Exhibit 1** hereto, L&W expects to provide, without limitation, the following legal services:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b) advise and consult on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c) advise the Debtors and take all necessary action to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved;
- d) analyze proofs of claim filed against the Debtors and object to such claims as necessary;
- e) represent the Debtors in connection with obtaining authority to continue using cash collateral;
- f) attend meetings and negotiate with representatives of creditors, interest holders, and other parties in interest;
- g) analyze executory contracts and unexpired leases and potential assumptions, assignments, or rejections of such contracts and leases;
- h) prepare pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- i) advise the Debtors in connection with any potential sale of assets;

- j) take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- k) appear before this Court or any appellate courts to protect the interests of the Debtors' estates before those courts;
- l) advise on corporate, litigation, regulatory, finance, tax, employee benefits, and other legal matters; and
- m) perform all other necessary legal services for the Debtors in connection with the Chapter 11 Cases.

11. I understand that, concurrently with the filing of the Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP ("**Hunton**") as their bankruptcy co-counsel and conflicts counsel. Because L&W and Hunton will have distinct and well-defined roles, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate with Hunton and any other counsel the Debtors retain in the Chapter 11 Cases to ensure that the legal services each firm provides to the Debtors are not duplicative.

12. The Debtors have also filed or intend to file applications to employ other professionals in the Chapter 11 Cases. L&W intends to carefully monitor the efforts of all other retained professionals the Debtors retain in the Chapter 11 Cases and to coordinate with such professionals to delineate clearly their respective duties in order to prevent duplication of effort, whenever possible.

PROFESSIONAL COMPENSATION

13. L&W intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, and any procedures and orders of the Court.

14. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's

expertise, performance, and reputation, the nature of the work involved, and other factors. L&W's current hourly rates for matters related to the Chapter 11 Cases range as follows:

<u>Billing Category</u>	<u>Rates</u>
Partners	\$1,680 to \$2,650
Counsel	\$1,595 to \$2,070
Associates	\$835 to \$1,635
Professional Staff	\$255 to \$980
Paralegals	\$355 to \$755

15. L&W's hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first L&W fee application following such adjustments).³

16. Consistent with the Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items. These charges and disbursements include (without limitation) costs for photocopying, electronic data management services, including scanning and document imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings. L&W professionals

³ L&W's billing rates are usually revised annually, on or around January 1 of each year, as is customary with L&W's policies. Accordingly, L&W's billing rates will likely increase on January 1, 2026. As set forth in the Order, L&W will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and will file any such notice with the Court.

also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices, and L&W will continue to charge for overtime secretarial charges that arise out of business necessity.

17. No promises have been received by L&W, or any partner, counsel, or associate thereof, as to payment or compensation in connection with the Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Except for sharing arrangements among L&W, its affiliated law practice entities, and their respective members, in accordance with sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b), L&W has not entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in the Chapter 11 Cases for (a) the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) payment of compensation in connection with the Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

STATEMENT PURSUANT TO THE U.S. TRUSTEE GUIDELINES

18. L&W will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and with any fee applications filed by L&W in the Chapter 11 Cases.

19. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Guidelines:

- a. **Question:** Did L&W agree to any variations from, or alternatives to, L&W's standard billing arrangements for this engagement?

Answer: No.

- b. **Question:** Do any of the L&W professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No.

- c. **Question:** If L&W has represented the Debtors in the 12 months prepetition, disclose L&W's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If L&W's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: L&W's current hourly rates for services rendered on behalf of the Debtors are set forth in paragraph 14 above. Since May 1 of this year, L&W used the following rates for services rendered on behalf of the Debtors: \$1,595 to \$2,850 for partners; \$1,595 to \$2,450 for counsel; \$835 to \$1,820 for associates; \$255 to \$1,260 for professional staff; and \$305 to \$970 for paralegals. All material financial terms have remained unchanged since such prepetition period, except (i) the rates for certain lawyers advising the Debtors in these Chapter 11 Cases will be limited by the applicable rates ranges set forth in paragraph 14 above and (ii) for a postpetition 50% discount for non-working travel time.

- d. **Question:** Have the Debtors approved L&W's budget and staffing plan and, if so, for what budget period?

Answer: The Debtors have approved the budgeted fees and expenses of L&W, reflected in the amounts set forth for professional fees in the approved (13-week) budget appended to the Second Interim Order (I) Authorizing Postpetition Financing and Use of Cash Collateral and (II) Granting Related Relief as Exhibit 3 thereto. The Debtors understand and agree that the budgeted amounts set forth therein reflect a good-faith estimate of, rather than a cap on, professional fees and expenses.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

27. As set forth in the Tseregounis Declaration, during the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of \$3,443,684.72 for services performed and expenses incurred, and to be performed and incurred, including in

preparation for the commencement of the Chapter 11 Cases. L&W wrote-off and waived any fees owing in excess of its retainer as of the Petition Date.

DISINTERESTEDNESS

20. In preparing this Declaration, I used a set of procedures developed by L&W to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the “***Firm Disclosure Procedures***”). Pursuant to the Firm Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain L&W’s connection to such parties:

- a. The following comprehensive list (the “***Retention Checklist***”) of the types of entities that may have contacts with the Debtors was developed through discussions with the L&W attorneys who have provided services to the Debtors and in consultation with the advisors to and senior management of the Debtors:
 - (i) Debtors
 - (ii) Non-Debtor Affiliates and Related Entities
 - (iii) Debtors’ Previous Names, Predecessors, and Related Entities
 - (iv) Debtors’ Restructuring and Other Significant Professionals
 - (v) Major Equity Holders
 - (vi) Current and Former Officers and Directors
 - (vii) Trustees, Agents, and Other Secured Parties
 - (viii) Lienholders
 - (ix) Top 30 Unsecured Creditors
 - (x) Material Suppliers and Vendors
 - (xi) Major Customers
 - (xii) Third-Party Administrators
 - (xiii) Debtors’ Banks
 - (xiv) Insurance Parties and Insurance Agents
 - (xv) Taxing and Other Governmental Authorities
 - (xvi) Independent Directors
 - (xvii) Landlords
 - (xviii) Litigation Counterparties and Their Counsel
 - (xix) Utility Providers
 - (xx) U.S. Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)
 - (xxi) United States Trustee for the Southern District of Texas (and Key Staff Members)

(xxii) Unions

- b. L&W obtained information responsive to the Retention Checklist through several inquiries of the Debtors' senior management and advisors and review of documents provided by the Debtors to L&W. L&W then used that information, together with other information identified by L&W, to compile a list of the names of entities that may be parties in interest in the Chapter 11 Cases (the "**Potential Parties in Interest**"), as set forth on Appendix 1 hereto.⁴ The information listed on Appendix 1 may have changed without my knowledge and may change during the pendency of the Chapter 11 Cases. L&W will supplement this Declaration, as described below, when L&W becomes aware of new material information.
- c. L&W maintains a master client database as part of its conflict clearance and billing records. The master client database includes the names of the entities for which any attorney time charges have been billed since the database was first created (the "**Client Database**"). The Client Database includes the names of all current and former clients, the names of the parties who are or were related or adverse to such current and former clients, and the names of the L&W personnel who are or were responsible for current or former matters for such clients. L&W policy is that no new matter may be accepted or opened within L&W without completing and submitting to those charged with maintaining the conflict clearance system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the name of the matter, adverse parties, and, in some cases, parties related to the client or to an adverse party. Accordingly, the database is updated for every new matter undertaken by L&W. The accuracy of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.
- d. L&W compared the names of each of the Potential Parties in Interest to client matters in the Client Database for which professional time was recorded during the three years prior to the Petition Date and compiled a list of any matches generated by the comparison (the "**Client Match List**"). The Client Match List is set forth on Appendix 2 hereto.⁵
- e. Using information in the Client Database concerning entities on the Client Match List and making general and, if applicable, specific inquiries of L&W

⁴ The entities included on the list of Potential Parties in Interest (and the categories contained therein) were provided by the Debtors to L&W for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose.

⁵ As referenced in Appendix 2, the term "**Current Client**" refers to an entity listed as a client in L&W's Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term "**Former Client**" refers to an entity listed as a client in L&W's Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

personnel, L&W verified that it does not represent and has not represented any entity on the Client Match List in connection with the Debtors or the Chapter 11 Cases, except as otherwise disclosed in this Declaration.

- f. In addition, a general inquiry was sent by email to all L&W attorneys to determine whether any such individuals or any members of their households (i) own or owned any debt or equity securities of the Debtors; (ii) hold or held any claim against or interest adverse to the Debtors; (iii) represent or represented a client in a matter adverse to the Debtors; (iv) are or were officers, directors, or employees of the Debtors; (v) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (vi) are related to or have any connections to anyone working in the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”).

21. L&W compiled responses to the foregoing inquiries for the purpose of preparing this Declaration. Responses to the inquiry described in subparagraph (f) above indicate that, as of the Petition Date and except as described below, no L&W attorneys or members of their household: (a) own or owned any debt or equity securities of the Debtors;⁶ (b) hold or held any claim against or interest adverse to the Debtors; (c) represent or represented a client in a matter adverse to the Debtors; (d) are or were officers, directors, or employees of the Debtors; (e) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (f) are related to or have any connections to anyone working in the Office of the U.S. Trustee.

22. L&W will not represent the Debtors in an adversary proceeding commenced against any client of L&W unless L&W has an applicable waiver on file or first receives a waiver from such entity allowing L&W to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an adversary proceeding against that entity, the Debtors will employ Hunton or retain separate conflicts counsel to represent them in that particular matter. In addition, L&W will not represent any client on any

⁶ Certain L&W attorneys or members of the households of L&W attorneys may unknowingly hold interests in the Debtors in blind, discretionary accounts, exchange-traded funds, or mutual funds.

matter adverse to the Debtors or their estates while retained as the Debtors' co-counsel in the Chapter 11 Cases.

23. L&W will periodically review its files during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any relevant facts or relationships are discovered or arise, L&W will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a). In that regard, L&W intends to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client has already been disclosed in this Declaration in one capacity (*e.g.*, a bank), and the client appears in a subsequent conflicts search in a different capacity (*e.g.*, a bondholder), then L&W does not intend to disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

24. Except as set forth herein, and based upon the information available to me, neither I, nor L&W, nor any partner or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates. Based on the foregoing and to the best of my knowledge, I believe that: (a) L&W is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code; and (b) L&W has no connection to the Debtors, their creditors, or their related parties except as may be disclosed in this Declaration (as supplemented from time-to-time). The proposed engagement of L&W is not prohibited by or improper under Bankruptcy Rule 5002(a).

SPECIFIC DISCLOSURES

25. As specifically set forth below and in **Appendix 2**, L&W represents or has represented certain of the Debtors' creditors, equity security holders, professionals, or other

Potential Parties in Interest in matters unrelated to the Debtors and the Chapter 11 Cases. Except as set forth below in the section entitled “Former Representations Adverse to the Debtors,” none of the representations or relationships described herein is adverse to the interests of the Debtors or their estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting as the Debtors’ co-counsel merely because it represents or has represented the Debtors’ creditors, equity security holders, professionals, or other Potential Parties in Interest in matters unrelated to the Chapter 11 Cases. I do not believe that L&W’s current and prior representations described herein preclude L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

Former Representations Adverse to the Debtors

26. L&W represents Exela Technologies BPA in their chapter 11 cases, in which Debtor Elko Resorts Operator, LLC is listed as a vendor. L&W’s representation in these matters is wholly unrelated to the Chapter 11 Cases. In the event that the Debtors and Exela Technologies BPA become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ conflicts counsel to handle the matter as necessary.

27. L&W represented The Founders Fund in connection with an investment involving Debtors Maverick NV LLC and Maverick Gaming HoldCo, Inc. L&W’s representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

28. L&W represented Jeffries in connection with certain financing matters involving Debtors Maverick NV LLC and Maverick Gaming HoldCo, Inc. L&W’s representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

29. L&W represented Aspen Hotel Group in an acquisition of certain assets of Debtor Red Lion Operator, LLC. L&W's representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

30. L&W represented EPR Properties in certain real estate matters adverse to Debtor Riverside Properties. L&W's representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

31. Other than the matters described above, L&W has not represented any party in connection with any matter adverse to the Debtors or related to the Chapter 11 Cases, and L&W will not represent any party in any such matter while retained as the Debtors' restructuring co- counsel. For the avoidance of doubt, L&W does not currently represent any party in any matter adverse to the Debtors. I do not believe that L&W's past or current representations preclude L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

Relationships with Trustees, Agents, and Other Secured Parties

32. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' lenders, trustees, agents, other secured parties, and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented Abbott Laboratories Annuity Retirement Trust, Alter Domus (US) LLC, Angelo, Gordon & Co., L.P., Ankura Trust Company, LLC, Barclays Bank PLC, BlackRock, BlackRock Global Allocation Fund Aust, BlackRock Global Allocation Fund, Inc., BlackRock Strategic Income Opportunities Portfolio of BlackRock Funds V, Cerberus Capital Management, L.P., Deutsche Bank AG New York Branch, First American Title Insurance Company, HG Vora Capital Management, LLC, King Street Capital Management LP, King Street Europe, MidOcean Partners, Permira Advisers LLP, PGIM ETF Trust - PGIM Floating Rate Income ETF, Prudential Financial, Prudential

Investment Portfolios, Inc. 14 - PGIM Floating Rate Income Fund, Rockford Tower CLO 2019-2, Ltd., Rockford Tower CLO 2021-2, Ltd., Rockford Tower CLO 2021-3, Ltd., TPG Partner Holdings, U.S. Bank N.A., Wellington Asset Management, Wells Fargo Bank, N.A, and/or certain of their affiliates (collectively, the “*Lenders and Secured Parties*”) in a number of different matters unrelated to the Debtors and the Chapter 11 Cases.

33. L&W has not represented the Lenders and Secured Parties in connection with any matter related to the Debtors or the Chapter 11 Cases, and L&W will not represent the Lenders and Secured Parties in any such matter while retained as the Debtors’ restructuring co-counsel. I do not believe that L&W’s past or current representation of the Lenders and Secured Parties precludes L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the Lenders and Secured Parties become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton or other conflicts counsel to handle the matter as necessary.

Connections to Directors and Officers

34. Tobias Keller and Lawrence Perkins, who currently serve as independent board members of RunItOneTime LLC, and Steve McCall, who previously served as independent board member of Maverick Gaming LLC, serve, have served, or may in the future serve from time to time, in various management, consulting, trustee, and/or director capacities of other active or inactive Latham clients in matters wholly unrelated to the Chapter 11 Cases. I do not believe Latham’s current or prior representations of clients for which the Debtors’ board members serve or served in management and/or director capacities precludes Latham from meeting the disinterestedness standard under the Bankruptcy Code.

Relationships with Significant Creditors

35. Latham currently represents or formerly represented certain of the Debtors' significant prepetition creditors or/ or certain of their affiliates. Specifically, Latham currently represents or in the past has represented: Aristocrat Technologies Inc., Galaxy Gaming, IGT, and Starbucks Corp. in a number of different matters unrelated to the Debtors or the Chapter 11 Cases. I do not believe that Latham's past or current representations described in this paragraph preclude Latham from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such creditor become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ conflicts counsel to handle the matter as necessary.

Insurance Companies

36. Certain insurance companies pay the legal bills of L&W clients. Some of these insurance companies may be involved in the Chapter 11 Cases. None of these insurance companies, however, is an L&W client as a result of the fact that it pays legal fees on behalf of a client of L&W.

Relationships to Other Entities

37. Certain of the parties in interest in the Chapter 11 Cases may be, or previously may have been, members of ad hoc or official creditors' committees represented by L&W in matters unrelated to the Chapter 11 Cases. In such instances, L&W represented only the committee or group, and did not represent the creditors in their individual capacities, and no attorney client relationship exists or existed between L&W and such parties in interest unless specifically noted. L&W does not and will not represent any of these parties in connection with the Chapter 11 Cases.

38. L&W may have represented, and may currently represent, entities that hold or may in the future hold certain of the Debtors' debt in beneficial accounts on behalf of unidentified parties. Because distressed debt is actively traded in commercial markets, L&W may be unaware

of the actual holder of such debt at any given moment. L&W also represents numerous entities in unrelated matters that may buy and/or sell distressed debt, claims, or equity interests of chapter 11 debtors. Moreover, from time to time, L&W is engaged by various entities that buy and/or sell distressed debt to analyze the capital structure of a distressed company based on a review of publicly available information. L&W does not undertake such reviews after it has been engaged to represent any such company, including the Debtors, and does not view any public debt review as an adverse representation to the Debtors. Similarly, as a large, international firm, L&W may represent creditors and/or investors of or parties interested in investing in one or more parties in interest in these cases. L&W does not believe these relationships represent interests adverse to the estate.

39. Certain of the Debtors and their non-debtor affiliates or other entities associated with the Debtors may be creditors of entities that L&W currently represents or has represented in bankruptcy proceedings or post-effective date claims processes. Similarly, certain parties in interest in the Chapter 11 Cases may be current or former L&W restructuring clients. L&W will not represent the Debtors, the Debtors' non-debtor affiliates, or other entities associated with the Debtors in any matter related to other L&W clients' bankruptcy proceedings. Nor will L&W represent any of its other restructuring clients against the Debtors in any of its other clients' restructuring matters. L&W's other chapter 11 representations are unrelated to the Chapter 11 Cases and the Debtors. I do not believe these representations preclude L&W from meeting the disinterestedness standard under the Bankruptcy Code.

Relationships with Equity Holders

40. Latham currently represents or formerly represented certain entities that are related to certain of the Debtors' equity holders. Specifically, Latham currently represents or has in the past represented: MVF, MVFTwo, MVFEight, MVFTen, MVFTwo Series Three,

VeritasfaytheTwo, Veritasfaythethree, VeritasfaytheSeven LLC, VeritasfaytheEight, VeritasfaytheTen, VeritasfaytheTwelve, Veritasfaythe Inc, VeritasfaytheFourteen, TropicalsmoothieAZ1, TropicalsmoothieAZ2, TropicalsmoothieAZ3, TropicalsmoothieAZ4, TropicalsmoothieAZ5, and Qdobavegas in matters unrelated to the Debtors or the Chapter 11 Cases. I do not believe that Latham's past or current representations described in this paragraph preclude Latham from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such creditor become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ conflicts counsel to handle the matter as necessary.

Relationships with Other Professionals

41. From time to time, L&W has referred work to other professionals to be retained in the Chapter 11 Cases, and certain such professionals have referred work to L&W. Also, as part of its practice, L&W appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now or may in the future represent claimants and other parties in interest in these cases. L&W has not represented, and will not represent, any such parties in relation to the Debtors or their Chapter 11 Cases. L&W does not have any relationship with any such attorneys, accountants, financial consultants, or investment bankers that would be adverse to the Debtors or their estates.

42. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' other professionals and restructuring professionals in a number of different matters unrelated to the Debtors and the Chapter 11 Cases. I do not believe that L&W's past or current representation of these other professionals in matters unrelated to the Debtors or the Chapter 11 Cases precludes L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

In the event that the Debtors and any of the applicable professionals become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ conflicts counsel to handle the matter as necessary.

**L&W Connections with the Office of the United States
Trustee for the Southern District of Texas and Judges for the United
States Bankruptcy Court for the Southern District of Texas (and Key Staff Members)**

43. Certain L&W attorneys and/or personnel (or members of their immediate families): (a) previously worked at other law firms, in government services, or for other employers; (b) have participated and may participate in legal activities; (c) had and have affiliations through law school, conferences, bar, employment, or other organizations; and/or (d) may have social interactions or friendships, in each case, involving (x) Judges and/or key staff members of the United States Bankruptcy Court for the Southern District of Texas or (y) attorneys or key staff members of the Office of the United States Trustee for the Southern District of Texas. As part of its standard hiring practices, from time to time, L&W conducts interviews and may make offers of employment to staff members of the United States Bankruptcy Court for the Southern District of Texas, including law clerks.

44. Ray C. Schrock, Candace M. Arthur, and Alexander W. Welch joined L&W from Weil, Gotshal & Manges LLP (“*Weil*”) on December 2, 2024. L&W also employs certain associate attorneys who previously worked at Weil. Effective August 14, 2019, United States Bankruptcy Judge Christopher M. Lopez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, Judge Lopez was employed by and held a counsel position at Weil. Additionally, effective July 16, 2024, United States Bankruptcy Judge Alfredo R. Perez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, until his retirement from Weil on December 31, 2023, Judge Perez was employed by and a member of the partnership at Weil.

45. On January 14, 2025, L&W extended an offer for employment to Kevin Samkian. Mr. Samkian is an attorney who currently serves as a clerk to Judge Isgur, who is a United States Bankruptcy Judge for the Southern District of Texas. Mr. Samkian will be starting in the fall of 2025 as an associate at L&W and has informed Judge Isgur of his acceptance of L&W's offer for employment. Additionally, L&W extended an offer for employment to Christina Morrison, who served as a clerk to Judge Lopez and Judge Perez from October 2023 to August 2024. Ms. Morrison will also be starting in the fall of 2025 as an associate attorney at L&W.

46. I do not believe that the foregoing connections preclude L&W from meeting the disinterestedness standard under the Bankruptcy Code.

L&W Attorney Investments

47. From time to time, L&W partners, counsel, associates, and employees, or members of the households of the foregoing, personally invest in mutual funds, exchange-traded funds, retirement funds, private equity funds, venture capital funds, hedge funds, fund of funds, and other types of investment funds (the "***Investment Funds***"), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, some of which may be parties in interest in the Chapter 11 Cases, often without L&W's knowledge. Each such person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Funds are generally operated as a blind pool, meaning that when such persons make an investment in an Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell and have no control over such purchases or sales.

48. From time to time one or more L&W partners voluntarily choose to form an entity (a "***Passive-Intermediary Entity***") to invest in one or more Investment Funds or, in certain

instances, directly in private companies. Such Passive-Intermediary Entity is comprised only of persons who were L&W partners or retired partners at the time of the Passive-Intermediary Entity's formation (although some may later become former L&W partners), and participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of L&W's partners choose to participate. L&W itself does not invest in the Passive-Intermediary Entity. The Passive-Intermediary Entity generally owns substantially less than one percent of any underlying Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. The Passive-Intermediary Entities commonly receive periodic statements and communications from the underlying Investment Funds. The L&W partners participating in the Passive Intermediary may or may not know the identity of the Investment Fund's underlying investments or the identity of the securities purchased, sold, or held by the Investment Fund.

49. Certain of the Passive-Intermediary Entities may make a direct investment into a private company. It is my understanding that no Passive-Intermediary Entity has made any direct investment into the Debtors or otherwise purchased any debt or equity security of the Debtors. In addition, as discussed above, the Firm Disclosure Procedures involve sending a general inquiry to all L&W attorneys to determine whether any such individuals or any members of their households own or owned any debt or equity securities of the Debtors or hold or held any claim against or interest adverse to the Debtors, among other things. Thus far, no response to this general

inquiry has disclosed the ownership of any debt or equity securities of the Debtors or the holding of any claim against or interest adverse to the Debtors.

50. From time to time, L&W partners, counsel, associates, and employees personally directly acquire a debt or equity security of a company, which may be (or become) one of the Debtors, their creditors, or other parties in interest in the Chapter 11 Cases. L&W has a long-standing policy prohibiting attorneys and employees from using material non-public information that may come to their attention in the course of their work, so that all L&W attorneys and employees are barred from trading in securities with respect to which they possess material non-public information.

OTHER INVESTIGATION AND DISCLOSURE MATTERS

51. L&W's investigation and research of the Potential Parties in Interest has thus far failed to eliminate the possibility that Potential Parties in Interest other than those listed on **Appendix 2** hereto may be current or former clients of L&W because: (a) the names of the Potential Parties in Interest are similar to, but not identical to, current or former L&W clients; or (b) the names of the Potential Parties in Interest are common names that appeared on our conflict search results, but do not appear to be the same individuals or entities that are parties in interest herein.

52. Although L&W has undertaken, and continues to undertake, extensive efforts to identify connections with the Debtors and other Potential Parties in Interest, it is possible that connections with some Potential Parties in Interest have not yet been identified. Should L&W, through its continuing efforts, learn of any new connections of the nature discussed herein, L&W will so advise the Court in a timely manner as soon as reasonably practicable.

53. L&W will not, while employed by the Debtors, represent any other entity having an adverse interest to the Debtors with respect to matters upon which the Debtors seek to retain L&W during the pendency of the Chapter 11 Cases.

54. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude L&W's representation of the Debtors in the Chapter 11 Cases.

55. The foregoing constitutes the statement of L&W pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

[Signature page follows]

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 13, 2025
New York, New York

/s/ Helena Tseregounis

Helena Tseregounis

Exhibit 1

Engagement Letter

Sony Ben-Moshe
Direct Dial: 858-523-3925
sony.ben-moshe@lw.com

12670 High Bluff Drive
San Diego, California 92130
Tel: +1.858.523.5400 Fax: +1.858.523.5450
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

July 10, 2025

RunItOneTime LLC
12530 NE 144th Street
Kirkland, Washington 98304
Attention: Jeff Seery, Chief Restructuring Officer

Re: Second Amendment to November 1, 2019 Engagement Letter

Dear Mr. Seery:

We are pleased to have RunItOneTime LLC (f/k/a Maverick Gaming, LLC) (“RunItOneTime”) and the other RunItOneTime Clients (as defined below) as clients of Latham & Watkins LLP (hereinafter referred to as “Latham”). This letter (this “Second Amendment”) will amend and confirm our engagement terms set forth in that certain Engagement Letter, dated November 1, 2019, by and between Maverick Gaming, LLC and Latham (as amended by that certain *Amendment to November 1, 2019 Engagement Letter*, dated April 24, by and between Maverick Gaming, LLC and Latham, and as further amended, modified, or supplemented, the “Engagement Letter”), attached hereto as Exhibit A.

The terms set forth in our Engagement Letter have and will continue to govern Latham’s attorney-client relationship with the RunItOneTime Clients, subject to the following amendments:

Pertaining to Section 2 “Identity of Client,” we propose the first paragraph of that section be restated in its entirety as follows:

*Our clients in these matters will be solely RunItOneTime and its parent, subsidiary or affiliate entities or constituents identified on **Schedule 1** hereto (the “RunItOneTime Clients”), including the Licensed Operator Affiliates (as defined in the Credit Agreement).¹ We do not represent and will not be deemed to have an*

¹ The “Credit Agreement” means that certain *Credit Agreement*, dated as of September 3, 2021 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms), by

LATHAM & WATKINS LLP

attorney-client relationship with, nor owe professional duties to, any other of RunItOneTime's current or future parents, shareholders, members, joint venture partners, employees, directors, management venturers or other affiliates or constituents solely on account of our representation of the RunItOneTime Clients in this matter or any matters we agree in the future to accept. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom or various duties as attorneys are owed. We shall have those duties to the RunItOneTime Clients as defined herein, but not to other entities or persons even if they are affiliated entities or constituents of RunItOneTime. If we subsequently agree to represent any affiliated entities or constituents of Maverick, we will need to perform a conflicts check and either execute separate engagement letters with them or confirm the details of the representation in writing. If, however, we take on work for such affiliated entities or constituents without such a separate engagement letter or confirmation, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation.

We propose further that the Engagement Letter be amended (a) to attach **Schedule 1** hereto, listing the RunItOneTime Clients, and (b) such that each reference to "Maverick" set forth in the Engagement Letter following Section 2 thereof (as restated by this Second Amendment), but exclusive of the "Approval of Engagement," instead reference "the RunItOneTime Clients."

We proposed that the first three paragraphs of the "Approval of Engagement" be restated in its entirety as follows:

RunItOneTime, on behalf of itself and the RunItOneTime Clients, agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to the RunItOneTime Clients.

By signing this letter, the RunItOneTime Clients acknowledge that the RunItOneTime Clients have been afforded the full opportunity to review it and to seek the advice of independent counsel, and either have in fact consulted with such independent counsel or have chosen not to do so.

BY SIGNING THIS LETTER, THE RUNITONETIME CLIENTS AGREE TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE LATHAM ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND THE RUNITONETIME CLIENTS GIVES UP THEIR RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGE THE ARBITRATION PROVISION IN SECTION 7 ABOVE.

and among RunItOneTime, as borrower, the guarantors and lenders party thereto, and Alter Domus (US) LLC, as administrative and collateral agent.

LATHAM & WATKINS LLP

The RunItOneTime Clients and Latham understand that the Engagement Letter, as amended by this letter, constitutes the entire agreement pertaining to the RunItOneTime Clients' engagement of Latham, and that it shall not be modified by any policies, procedures, guidelines or correspondence from the RunItOneTime Clients or their representatives unless agreed to in writing by Latham.

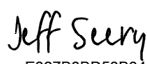
If this letter meets with your approval and the above amendments to the terms of Sections 1 and 6 are acceptable as an amendment to the Engagement Letter, please acknowledge the RunItOneTime Clients' acceptance by signature at the end of this letter. As always, should you have any questions, please feel free to contact me at the above email address or phone number.

Very truly yours,

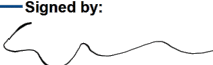
Sony Ben-Moshe
of LATHAM & WATKINS LLP

Agreed by:

RUNITONETIME LLC,
on behalf of itself and its affiliates other than the
Licensed Operator Affiliates

Signed by:
By: 
E327B3BD63B34AE...
Name: Jeff Seery
Title: Chief Restructuring Officer

LICENSED OPERATOR AFFILIATES

Signed by:
By: 
E959C3D5AB8D470...
Name: Eric Persson
Title: Manager

Schedule 1

Entity Name
RunItOneTime HoldCo, Inc. (f/k/a Maverick Gaming HoldCo, Inc.)
RunItOneTime LLC (f/k/a Maverick Gaming, LLC)
RunItOneTime Texas LLC
Maverick Elko LLC
Maverick NV LLC
Maverick Wendover LLC
CCI Leasing LLC
Wendover Transportation LLC
Utah Trailways Charter Bus Company, LLC
Casino Caravans, Inc.
Maverick Design LLC
E.GADS, LLC
Maverick Colorado LLC
Maverick Z Casinos LLC
Colorado MG 1031 LLC
Maverick Washington LLC
Maverick Gold LLC
Maverick Roman LLC
Maverick American LLC
Maverick Indianola LLC
Maverick Caribbean LLC
Maverick Wizards LLC
Maverick Evergreen LLC
Maverick All Star LLC
15743 Ambaum LLC
Maverick Acquisitions Canada ULC
Myers LLC
Nevada Gold & Casinos, Inc
Skyway Center LLC
The Royal Club Limited Liability Company
Great American Gaming Corporation
NG Washington II Holdings, LLC
NG Washington, LLC
NG Washington III, LLC
NG Washington II, LLC
Evergreen Entertainment Corporation
Grand Central Properties Tukwila LLC
Grand Central Casino, Inc.
Grans Central Properties Tacoma LLC

LATHAM & WATKINS LLP

Entity Name
Pair O'Dice Investments, LLC
Grand Central Properties Everett LLC
Washington Gaming, Inc.
14040 Gaming, LLC
Gaming Consultants, Inc
Gaming Management, Inc
Puget Sound Gaming, LLC
Riverside Casino, Inc
Epstein Gaming, LLC
La Center Gaming, LLC
Pete's Flying Aces, Inc.
Tacoma Casino, LLC
Maverick Kirkland LLC
Maverick Kirkland II LLC
Maverick Tukwila LLC
Maverick Lakewood LLC
Maverick Yakima LLC
Wendover Resorts Operator, LLC
Red Garter Operator, LLC
Wendover Nugget Operator, LLC
Elko Resorts Operator, LLC
Gold County Operator, LLC
Red Lion Operator, LLC
High Desert Operator LLC
Colorado Resorts Operator, LLC
Johnny Z Casino Operator LLC
Grand Z Casino Operator LLC
Z Casino Black Hawk Operator LLC
Maverick Poker Operator LLC

EXHIBIT A

Engagement Letter

Sony Ben-Moshe
Direct Dial: 858-523-3925
sony.ben-moshe@lw.com

12670 High Bluff Drive
San Diego, California 92130
Tel: +1.858.523.5400 Fax: +1.858.523.5450
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

April 24, 2025

Maverick Gaming, LLC
2926 Montessouri Street
Las Vegas, NV 89117-3152

Attention: Eric Persson

Re: Amendment to November 1, 2019 Engagement Letter

Dear Mr. Persson:

We are pleased to have Maverick Gaming, LLC (“Maverick”) as a client of Latham & Watkins LLP (hereinafter referred to as “Latham”). This letter will amend and confirm our engagement terms set forth in that certain Engagement Letter, dated November 1, 2019, by and between Maverick Gaming, LLC and Latham (as amended, modified, or supplemented, the “Engagement Letter”), attached hereto as Exhibit A.

The terms set forth in our Engagement Letter have and will continue to govern Latham’s attorney-client relationship with Maverick, subject to the following amendments:

Pertaining to Section 1 “Legal Services,” we propose the first paragraph of that section be restated in its entirety as follows:

You have asked us to represent you in connection with certain corporate, finance, and restructuring matters.

Pertaining to Section 6 “Rates, Fees and Charges,” we propose the following language be added to the beginning of the second to last paragraph of that section to include an advance payment retainer of \$500,000.

Upon execution of this letter, Maverick shall promptly deliver or wire to Latham an evergreen advance payment retainer in the sum of \$500,000. This evergreen advance payment retainer, and all replenishments thereof, will be held by Latham as an advance toward our fees and charges in connection with this letter, but will

[April [•], 2025]
Page 2

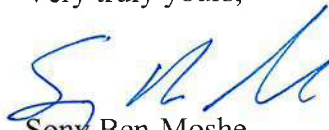
LATHAM & WATKINS LLP

not be put into a trust, escrow or segregated account. To the extent that the amount of any of Latham's invoice statements is less than the agreed upon evergreen advance payment retainer, Maverick will pay Latham, promptly upon its receipt of Latham's invoice statement, a further payment to bring the evergreen advance payment retainer to the agreed upon amount (i.e., \$500,000). To the extent that the amount of Latham's invoice statement is more than the agreed upon evergreen advance payment retainer, Maverick will pay to Latham, promptly upon its receipt of Latham's invoice statement, the excess amount plus an evergreen advance payment retainer of \$500,000. In connection with any potential bankruptcy filing, Latham may request that the amount of the retainer be increased as reasonably agreed between Maverick and Latham.

Maverick and Latham understand that the Engagement Letter, as amended by this letter, constitutes the entire agreement pertaining to Maverick's engagement of Latham, and that it shall not be modified by any policies, procedures, guidelines or correspondence from Maverick or its representatives unless agreed to in writing by Latham.

If this letter meets with your approval and the above amendments to the terms of Sections 1 and 6 are acceptable as an amendment to the Engagement Letter, please acknowledge Maverick's acceptance by signature at the end of this letter and payment of the advance of \$500,000. As always, should you have any questions, please feel free to contact me at the above email address or phone number.

Very truly yours,



Sony Ben-Moshe
of LATHAM & WATKINS LLP

Agreed by:
MAVERICK GAMING, LLC,
a Nevada limited liability company

By: 

Name: Eric Persson

Title: Member

EXHIBIT A

Engagement Letter

US-DOCS\158906443.6

Sony Ben-Moshe
Direct Dial: 858-523-3825
sony.ben-moshe@lw.com

12670 High Bluff Drive
San Diego, California 92130
Tel: +1.858.523.5400 Fax: +1.858.523.5450
www.lw.com

LATHAM & WATKINS^{LLP}

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

November 1, 2019

Maverick Gaming LLC
2926 Montessouri Street
Las Vegas, NV 89117-3152

Attention: Eric Persson/Tom Granite

Re: Engagement Letter

Dear Mr. Persson:

We are pleased to welcome Maverick Gaming LLC as a client of Latham & Watkins LLP. This letter will confirm our discussions regarding your engagement of our firm.

1. Legal Services.

You have asked us to represent you in connection with the acquisition and debt and equity financing of certain assets.

If additional services are requested by you and agreed to by us, this letter will apply to such services, unless superseded by another written agreement. In each case, before we can agree to provide additional services, we will need to perform a conflicts check and otherwise confirm our ability to provide these services. Our representation is limited to the specific services that you request and that we have agreed to undertake.

2. Identity of the Client.

Our client in this matter will be solely Maverick Gaming LLC ("Maverick"). We do not represent and will not be deemed to have an attorney-client relationship with any of Maverick's current or future parents, subsidiaries, shareholders, members, partners, employees, directors, venturers or other affiliates or constituents solely on account of our representation of Maverick in this matter or in any matters we agree in the future to accept. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. We shall have those duties to Maverick as defined herein,

November 1, 2019
Page 2

LATHAM & WATKINS LLP

but not to other entities or persons even if they are affiliated entities or constituents of Maverick. If we subsequently agree to represent any affiliated entities or constituents of Maverick, we will need to perform a conflicts check and either execute separate engagement letters with them or confirm the details of the representation in writing. If, however, we take on work for such affiliated entities or constituents without such a separate engagement letter or confirmation, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation.

Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, it may become necessary for us to collect documentation verifying the identity of Maverick if any timekeepers outside of the U.S. work on this matter or any additional matter we agree to undertake. We will seek to collect any required documentation from publicly-available sources; however, we may need to request documentation directly from you if the documentation is not publicly available.

We provide information to clients and others about our experience in particular areas. In this connection it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests. Moreover, even where a matter is publicly known, we would not publicize it if you would prefer that we not do so. If we think that you might prefer that we not use any particular matter of yours in this way, we will discuss it with you before proceeding. Absent such circumstances, however, you consent now to our using in our marketing materials your name and logo in describing publicly known and non-sensitive matters we have handled for you.

3. Roles of Attorney and Client.

Our responsibilities under this agreement are to provide legal counsel and assistance to you in accordance with this letter, and to provide statements to you that clearly state the basis for our fees and charges. We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so. You also agree to keep us informed of developments related to this representation and to pay our statements in a timely manner. To allow us to conduct a conflicts check, you represent that you have identified to us all persons and entities that are or may become involved in this matter, including all such persons or entities that are affiliated with you. You also agree to notify us if you become aware of any other persons or entities that are or may become involved in this matter.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guaranties.

Please also be aware that Latham & Watkins LLP has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and

November 1, 2019
Page 3

LATHAM & WATKINS LLP

legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You acknowledge that any such consultation is protected by Latham's own attorney-client privilege, and not subject to discovery. You also agree that such communications are property of the firm and are not part of the Client File as defined in Section 4 of this letter.

4. Client Files and Retention.

In the course of your representation, we shall maintain a file in which we may place correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to your representation ("Client File"). The Client File shall be and remain your property. Upon completion of a specific project, your original Client File for that project shall be available to be taken by you. We will be entitled to make copies if we choose. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents. If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for a period of seven years. If you do not take possession of the Client File during such seven-year storage period, you agree that we may dispose of it. In addition, in the event we are holding files of yours for a matter other than one in which we have represented or are representing you, you agree that we may dispose of such files seven years after we receive them, if you have not claimed them from us prior to that. You agree that our internal communications, preliminary drafts, notes, and mental impressions shall be and remain our property and shall not be considered part of your Client File. You agree that we may enact and implement reasonable retention policies for such materials and that we also have discretion to delete such materials.

5. Conflicts of Interest.

While we are representing you in this matter, we will have no other role in this matter for another party without your consent. As with any other client and any other matter, you will have our complete loyalty with respect to this matter.

We note that Latham & Watkins LLP is an international law firm with numerous attorneys and offices in many countries and that we practice in many diverse areas of law. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Furthermore, some of our clients may now or in the future operate in the same lines of business as you do. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to accept matters for all of our clients. We thus ask you in connection with this engagement to consent in advance to our acceptance of matters (including litigation matters) adverse to Maverick (whether such matters are currently pending or arise in the future), provided the matters are not substantially related to any matters we are handling or have handled for you. By entering into this agreement, you consent in advance to such adverse representations. Thus, for example, you agree that we would be able to take on a new lawsuit or transactional matter adverse to Maverick for a current or future client at the same time that we are representing

November 1, 2019
Page 4

LATHAM & WATKINS LLP

Maverick, provided the adverse matter is not substantially related to any matters we are handling or have handled for you. This consent also includes being adverse to you in any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding.

In addition, by entering into this agreement you agree that if we represent you in a matter adverse to another person or entity, we may represent such other person or entity on matters not substantially related to our work for you, provided that you consent that in connection with auctions in which we represent you, separate teams at Latham will be permitted to represent other bidder and/or financing sources to other bidders in those auctions, and such representation shall not be a breach of our duty of loyalty to you.

You should feel completely free to consult other counsel concerning these matters and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel.

6. Rates, Fees and Charges.

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as photocopying and scanning documents (\$0.10 per page); at-cost expense for large-volume print jobs over 100 pages when formatted in Word or Adobe Acrobat applications; long-distance and roaming mobile phone charges; use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); couriers and air freight (1.10 times our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing (\$60.00 per hour); postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over \$1,500, we may ask that billings be sent directly to you or that advances be provided.

In the event we are compelled to testify or respond to a subpoena or other legal process in relation to a matter we have handled for you, you agree that we are entitled to be reimbursed for our time in doing so at our then-current rate, and for our expenses reasonably incurred, even if our attorney-client relationship with you is terminated at that time.

When our personnel travel, we generally utilize business class for international flights. Through a third-party travel management company, in-house travel services are provided for our U.S. offices. A ticketing fee of \$30 will be charged for fares up to \$300, and \$75 will be charged for fares over \$300. There are no additional charges for changes to reservations or for reimbursement of unused tickets. Our personnel bill for travel time, but if they work on another matter while traveling for you, you will not be billed for that time.

November 1, 2019
Page 5

LATHAM & WATKINS LLP

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

7. Arbitration of Disputes.

Any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between the you, your affiliates or successors (the "Client Arbitration Parties") and Latham & Watkins LLP, its affiliated partnerships, attorneys or staff or any of their successors (the "Latham Arbitration Parties") or the services provided or the fees charged by the Latham Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be submitted to binding arbitration. By agreeing to arbitrate, you are agreeing to waive your right to a jury trial. The arbitration will be conducted in accordance with this document, the Federal Arbitration Act and CPR Rules for Non-Administered Arbitration, as in effect on the date of this engagement letter. The arbitration shall be conducted before a panel of three neutral arbitrators. The arbitration shall be commenced and held in the city and state in which the Latham & Watkins office is located whose attorneys spent the most amount of time on the matter in dispute. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by all of the arbitrators. To the extent state law is applicable, the arbitrators shall apply the substantive law of the state in which the Latham & Watkins office is located whose attorneys spent the most amount of time on the matter in dispute. Each party will be entitled to depose a maximum of six witnesses, plus all experts designated to be witnesses at the arbitration. The depositions shall be limited to a maximum of six hours per deposition. All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrators' award may be entered in any court having jurisdiction.

November 1, 2019
Page 6

LATHAM & WATKINS LLP

Under California law, you have a right to arbitrate disputes regarding fees, charges and costs as set forth under the California Mandatory Fee Arbitration Code ("MFA Code"). Information about your right to arbitration under the MFA Code, as well as the California Mandatory Fee Arbitration Rules, can be found on the State Bar of California's Mandatory Fee Arbitration Program website.

8. Limited Liability Partnership.

Latham & Watkins LLP is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our offices in England, France, Hong Kong, Japan, Singapore, Saudi Arabia, and Italy will be carried out through affiliated partnerships registered locally, but the distinction will be largely transparent to you as a client.

9. Entire Agreement and Miscellaneous.

You and we understand that this letter constitutes the entire agreement pertaining to the engagement of Latham & Watkins LLP, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham & Watkins LLP.

All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

Our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

November 1, 2019
Page 7

LATHAM & WATKINS ^{LLP}

10. Approval and Return of Letter.

If this letter meets with your approval, please sign and return the enclosed copy.

We look forward to working with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Sony Ben-Moshe".

Sony Ben-Moshe
of LATHAM & WATKINS LLP

November 1, 2019
Page 8

LATHAM & WATKINS LLP

Approval of Engagement

Maverick Gaming LLC agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to Maverick Gaming LLC.

By signing this letter, Maverick Gaming LLC acknowledges that it has been afforded the full opportunity to review it and to seek the advice of independent counsel, and either has in fact consulted with such independent counsel or has chosen not to do so.

BY SIGNING THIS LETTER, MAVERICK GAMING LLC AGREES TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE LATHAM ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND MAVERICK GAMING LLC GIVES UP ITS RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGES THE ARBITRATION PROVISION IN SECTION 7 ABOVE.

Date: _____, 2019

MAVERICK GAMING LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____



Thomas Granite

CFO

Appendix 1

Potential Parties in Interest¹

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

1. Debtors

RUNITONETIME LLC
MAVERICK ELKO LLC
MAVERICK NV LLC
MAVERICK WENDOVER LLC
CCI LEASING LLC
WENDOVER TRANSPORTATION, LLC
UTAH TRAILWAYS CHARTER BUS
COMPANY, LLC
CASINO CARAVANS, INC.
MAVERICK DESIGN LLC
E.GADS, LLC
MAVERICK COLORADO LLC
MAVERICK Z CASINOS LLC
COLORADO MG 1031 LLC
MAVERICK WASHINGTON LLC
MAVERICK GOLD LLC
MAVERICK ROMAN LLC
MAVERICK AMERICAN LLC
MAVERICK INDIANOLA LLC
MAVERICK CARIBBEAN LLC
MAVERICK WIZARDS LLC
MAVERICK EVERGREEN LLC
MAVERICK ALL STAR LLC
15743 AMBAUM LLC
MAVERICK ACQUISITIONS CANADA
ULC
MYERS LLC
NEVADA GOLD & CASINOS, INC
SKYWAY CENTER LLC
THE ROYAL CLUB LIMITED
LIABILITY COMPANY
GREAT AMERICAN GAMING
CORPORATION
NG WASHINGTON II HOLDINGS, LLC
NG WASHINGTON, LLC
NG WASHINGTON III, LLC
NG WASHINGTON II, LLC
EVERGREEN ENTERTAINMENT
CORPORATION
GRAND CENTRAL PROPERTIES
TUKWILA LLC

GRAND CENTRAL CASINO, INC.
GRAND CENTRAL PROPERTIES
TACOMA LLC
PAIR O' DICE INVESTMENTS LLC
GRAND CENTRAL PROPERTIES
EVERETT LLC
WASHINGTON GAMING, INC.
14040 GAMING, LLC
GAMING CONSULTANTS, INC
GAMING MANAGEMENT, INC
PUGET SOUND GAMING, LLC
RIVERSIDE CASINO, INC
EPSTEIN GAMING LLC
LA CENTER GAMING, LLC
PETE'S FLYING ACES, INC.
TACOMA CASINO, L.L.C.
MAVERICK KIRKLAND LLC
MAVERICK KIRKLAND II LLC
MAVERICK TUKWILA LLC
MAVERICK LAKEWOOD LLC
MAVERICK YAKIMA LLC
WENDOVER RESORTS OPERATOR,
LLC
RED GARTER OPERATOR, LLC
WENDOVER NUGGET OPERATOR, LLC
ELKO RESORTS OPERATOR, LLC
GOLD COUNTY OPERATOR, LLC
RED LION OPERATOR, LLC
HIGH DESERT OPERATOR LLC
COLORADO RESORTS OPERATOR LLC
JOHNNY Z CASINO OPERATOR LLC
GRAND Z CASINO OPERATOR LLC
Z CASINO BLACK HAWK OPERATOR
LLC
RUNITONETIME LLC
MAVERICK POKER OPERATOR LLC
RUNITONETIME TEXAS LLC
RUNITONETIME HOLDCO, INC.

2. Non-Debtor Affiliates

GRAND Z'S PROMOTIONAL
ASSOCIATION, LLC
JAN'S TAVERN LLC
JOHNNY Z'S PROMOTIONAL
ASSOCIATION, LLC

R PLACE TRUCK STOP JV, LLC
Z'S PROMOTIONAL ASSOCIATION,
LLC

3. Debtors' Previous Names, Predecessors, and Related Entities

EVERGREEN GAMING CORPORATION
MAVERICK LOUISIANA LLC
WENDOVER GAMING LLC
888 GAMING LLC
MAVERICK CASINOS LLC
MAVERICK GAMING HOLDCO, INC.
MAVERICK GAMING LLC

4. Debtors' Restructuring and Other Significant Professionals

BUTLER SNOW LLP	KROLL, LLC
GLC ADVISORS & CO., LLC	LATHAM & WATKINS LLP
HUNTON ANDREWS KURTH LLP	PORTAGE POINT PARTNERS LLP
KPMG LLP	

5. Major Equity Holders¹

BORDEN LP	HMS HOLDING LLC
-----------	-----------------

6. Current and Former Officers and Directors

BACIGALUPI, JASON	HUANG, AARON
BELL, JENNIFER	MILLER, BRYAN
BELTRAM, JUSTIN	PERSSON, ERIC
DAILEY, JOHN	SEERY, JEFF
DOUGHERTY, DENNIS	

7. Independent Directors

KELLER, TOBIAS
MCCALL, STEVE
PERKINS, LAWRENCE

8. Trustees, Agents, and Other Secured Parties

4240944 MANITOBA LIMITED	AG CENTRE STREET PARTNERSHIP, L.P.
ABBOTT ABBVIE MULTIPLE EMPLOYER PENSION PLAN TRUST	AG CORPORATE CREDIT OPPORTUNITIES FUND, L.P.
ABBOTT LABORATORIES ANNUITY RETIREMENT TRUST	AG MM, L.P.
AG CATALOOCHEE, L.P.	AG SUPER FUND MASTER, L.P.
AG CC FUNDING I, LTD.	ALTER DOMUS (US) LLC
AG CC FUNDING II, LTD.	AMCON DISTRIBUTING COMPANY

¹ For purposes of this list, major equity holders are considered to be persons or entities who hold in excess of 1% of the Debtors' equity securities. To the extent the identities of such holders are later revealed through other avenues, such as periodic securities filings, this list will be updated to reflect the names of such holders.

ANGELO, GORDON & CO., L.P.
 ANKURA TRUST COMPANY, LLC
 BANK OF NEVADA
 BARCLAYS BANK PLC
 BLACKROCK
 BLACKROCK CAPITAL ALLOCATION
 TERM TRUST
 BLACKROCK COLLECTIVE FUND
 BLACKROCK GLOBAL ALLOCATION
 FUND AUST
 BLACKROCK GLOBAL ALLOCATION
 FUND, INC.
 BLACKROCK GLOBAL ALLOCATION
 PORTFOLIO OF BLACKROCK SERIES
 FUND, INC.
 BLACKROCK GLOBAL ALLOCATION
 V.I. FUND OF BLACKROCK
 VARIABLE SERIES FUNDS, INC.
 BLACKROCK GLOBAL LONG/SHORT
 CREDIT FUND OF BLACKROCK
 FUNDS IV
 BLACKROCK STRATEGIC GLOBAL
 BOND FUND, INC.
 BLACKROCK TOTAL RETURN BOND
 FUND
 BLACKROCK TOTAL RETURN FUND
 OF BLACKROCK BOND FUND, INC.
 BLAIR FUNDING LLC
 BRIGHOUSE FUNDS TRUST II -
 BLACKROCK BOND INCOME
 PORTFOLIO
 BRUNSWICK BOWLING PRODUCTS,
 LLC
 C T CORPORATION SYSTEM
 CERBERUS CAPITAL MANAGEMENT,
 L.P.
 CERBERUS CORPORATE CREDIT
 FUND, L.P.
 CLIFFORD FAMILY TRUST
 COMMERCE BANK OF WASHINGTON
 BLACKROCK STRATEGIC INCOME
 OPPORTUNITIES PORTFOLIO OF
 BLACKROCK FUNDS V
 CERBERUS CAPITAL MANAGEMENT,
 L.P.
 DEUTSCHE BANK AG NEW YORK
 BRANCH
 DRYDEN 104 CLO, LTD.
 DRYDEN 105 CLO, LTD.
 DRYDEN 106 CLO, LTD.
 DRYDEN 108 CLO, LTD.

DRYDEN 109 CLO, LTD.
 DRYDEN 112 CLO, LTD.
 DRYDEN 113 CLO, LTD.
 DRYDEN 37 SENIOR LOAN FUND
 DRYDEN 38 SENIOR LOAN FUND
 DRYDEN 40 SENIOR LOAN FUND
 DRYDEN 41 SENIOR LOAN FUND
 DRYDEN 42 SENIOR LOAN FUND
 DRYDEN 43 SENIOR LOAN FUND
 DRYDEN 45 SENIOR LOAN FUND
 DRYDEN 49 SENIOR LOAN FUND
 DRYDEN 50 SENIOR LOAN FUND
 DRYDEN 53 CLO, LTD.
 DRYDEN 54 SENIOR LOAN FUND
 DRYDEN 55 CLO, LTD.
 DRYDEN 58 CLO, LTD.
 DRYDEN 60 CLO, LTD.
 DRYDEN 61 CLO, LTD.
 DRYDEN 64 CLO, LTD.
 DRYDEN 65 CLO, LTD.
 DRYDEN 68 CLO, LTD.
 DRYDEN 70 CLO, LTD.
 DRYDEN 72 CLO, LTD.
 DRYDEN 75 CLO, LTD.
 DRYDEN 76 CLO, LTD.
 DRYDEN 77 CLO, LTD.
 DRYDEN 78 CLO, LTD.
 DRYDEN 80 CLO, LTD.
 DRYDEN 83 CLO, LTD.
 DRYDEN 85 CLO, LTD.
 DRYDEN 86 CLO, LTD.
 DRYDEN 87 CLO, LTD.
 DRYDEN 90 CLO, LTD.
 DRYDEN 92 CLO, LTD.
 DRYDEN 93 CLO, LTD.
 DRYDEN 94 CLO, LTD.
 DRYDEN 95 CLO, LTD.
 DRYDEN 97 CLO, LTD.
 DRYDEN 98 CLO, LTD.
 FINANCE UNLIMITED, LLC
 FIRST AMERICAN TITLE INSURANCE
 COMPANY
 FIXED INCOME OPPORTUNITIES
 NERO, LLC
 GBANK
 GREAT ELM CAPITAL CORP.
 GREAT ELM GROUP
 GROOVE FINANCIAL SERVICES
 HARTFORD LOW DURATION HIGH
 INCOME FUND

HG VORA CAPITAL MANAGEMENT,
LLC
HG VORA OPPORTUNISTIC CAPITAL
MASTER FUND LP
HG VORA SPECIAL OPPORTUNITIES
MASTER FUND, LTD.
IMAGE FINANCE LLC
INTERNAL REVENUE SERVICE - CCP
LIEN UNIT
JNL/BLACKROCK GLOBAL
ALLOCATION FUND
KING STREET CAPITAL
MANAGEMENT LP
KING STREET EUROPE
KITSAP BANK
LEXICON BANK
LVIP BLACKROCK GLOBAL
ALLOCATION FUND
MIDOCEAN CREDIT CLO II
MIDOCEAN CREDIT CLO III
MIDOCEAN CREDIT CLO IX
MIDOCEAN CREDIT CLO VI
MIDOCEAN CREDIT CLO VIII
MIDOCEAN CREDIT CLO X
MIDOCEAN CREDIT FOCUS FUND I
L.P.
MIDOCEAN CREDIT OPPORTUNITY
MASTER FUND, L.P.
MIDOCEAN MULTI ASSET CREDIT
FUND LP
MIDOCEAN PARTNERS
MULTI-CREDIT CAPITAL HOLDINGS 2
LIMITED
NEVADA FIRST BANK
NEVADA STATE BANK
NEWARK BSL CLO 1, LTD.
NEWARK BSL CLO 2, LTD.
PERMIRA ADVISERS LLP

PRUDENTIAL BANK LOAN FUND OF
THE PRUDENTIAL TRUST COMPANY
COLLECTIVE TRUST
PGIM ETF TRUST - PGIM FLOATING
RATE INCOME ETF
PRUDENTIAL FINANCIAL
PRUDENTIAL INVESTMENT
PORTFOLIOS, INC. 14 - PGIM
FLOATING RATE INCOME FUND
ROCKFORD TOWER CLO 2017-1, LTD.
ROCKFORD TOWER CLO 2017-2, LTD.
ROCKFORD TOWER CLO 2017-3, LTD.
ROCKFORD TOWER CLO 2018-1, LTD.
ROCKFORD TOWER CLO 2018-2, LTD.
ROCKFORD TOWER CLO 2019-1, LTD.
ROCKFORD TOWER CLO 2019-2, LTD.
ROCKFORD TOWER CLO 2020-1, LTD.
ROCKFORD TOWER CLO 2021-1, LTD.
ROCKFORD TOWER CLO 2021-2, LTD.
ROCKFORD TOWER CLO 2021-3, LTD.
ROCKFORD TOWER CLO 2022-1, LTD.
ROCKFORD TOWER CREDIT FUNDING
I, LTD.
STRATEGIC INCOME OPPORTUNITIES
BOND FUND - (BLACKROCK)
TBK BANK, SSB
THE HARTFORD FLOATING RATE
FUND
THE HARTFORD STRATEGIC INCOME
FUND
TPG PARTNER HOLDINGS, U.S. BANK
N.A.
WELLINGTON ASSET MANAGEMENT
WELLINGTON MULTI-SECTOR
CREDIT FUND
WELLINGTON TRUST COMPANY,
NATIONAL ASSOCIATION MULTIPLE
COMMON TRUST FUNDS TRUST
BANK LOAN PORTFOLIO
WELLS FARGO BANK, N.A.

9. **Top 30 Unsecured Creditors**

AG PARK PLACE LLC - SERIES 1
ARISTOCRAT TECHNOLOGIES INC.
CANON FINANCIAL SERVICES, INC.
CITY OF CENTRAL
CITY OF MOUNTLAKE TERRACE
CITY OF SHORELINE
EVANS, DAVON D/B/A CLEANCO BINS
LLC

EVERI GAMES INC
GALAXY GAMING
GIBSON, DUNN & CRUTCHER LLP
HARRIS MANUFACTURING INC.
IGT
INTERBLOCK USA LC
JEFDER MAINTENANCE SERVICES INC
KING COUNTY TREASURY

KONE INC.
 KUO KAU PAPER PRODUCTS CO., LTD.
 LITTLER MENDELSON PC
 PALADIN TECHNOLOGIES INC.
 PIERCE COUNTY ASSESSOR-TREASURER
 D/B/A PIERCE COUNTY FINANCE
 PROJECT EVERGREEN WA LLC
 RXBENEFITS, INC.
 SONESTA RL HOTELS FRANCHISING,
 INC.
 STARBUCKS CORP.

SUNIC'S INC. D/B/A SUN FOOD TRADING
 CO.
 SWIRE PACIFIC HOLDINGS, INC. D/B/A
 SWIRE COCA-COLA, USA
 SYSCO DENVER
 SYSCO INTERMOUNTAIN
 SYSCO SEATTLE
 TEKLINKS INC D/B/A C SPIRE BUSINESS

10. Material Suppliers and Vendors

BROADVIEW NETWORKS INC
 1099 PRO LLC
 1207 NORTH 152ND ST LLC DBA THE
 SEATTLE SCOTTISH RITE TEMPLE
 192ND PACIFIC PROPERTIES
 360TRAINING.COM, INC
 A&I HARDWARE SERIES LLC
 A.J.R. EQUITIES, INC.
 A-1 ALCOHOL & DRUG COLLECTIONS
 LLC
 AA SLOTS LLC DBA AA SLOT REPAIR
 ABS BUSINESS DATA, LLC
 ACCESS INFORMATION INTERMEDIATE
 HOLDINGS I LLC
 ACRES 4.0
 ADVANCED INVENTORY MANAGEMENT
 SOLUTIONS LLC
 AGILYSYS, INC
 AINSWORTH GAME TECHNOLOGY INC
 AJNC INDUSTRIES LLC DBA CWF
 ALERIO TECHNOLOGY GROUP
 ALLITIX INC
 ALPINE SPRINGS BOTTLED WATER, LLC
 ALSCO - DENVER LINEN
 AMAZON
 AMERICAN AIR FILTER COMPANY DBA
 AAF INTERNATIONAL
 AMERICAN HOTEL REGISTER COMPANY
 AMERICAN PRINTING
 AMY D. DIETTE
 ANHEUSER-BUSCH SALES OF
 WASHINGTON INC
 AP GAMING II, INC DBA AGS LLC
 APEX BACK OFFICE SOLUTIONS INC
 DBA APEXBOS
 APEX ENGINEERING LLC

ARMANDO MARQUEZ DBA MARQUEZ
 PRO PAINTING SERVICES
 ARMOR HOLDCO, INC DBA EQUINITI
 TRUST COMPANY
 AROMA EXPERIENCES LLC DBA AROMA
 IMPRESSIONS
 ASCAP
 AV HOOD CLEANING LLC
 AVALON GAMING, INC
 AVERO LLC
 B.C. CORNER LLC
 BAINBRIDGE DISPOSAL INC
 BAIR DISTRIBUTING, INC
 BAKER COMMODITIES, INC
 BALDWIN, STEVEN W.
 BEAR ROBOTICS, INC.
 BELLISSIMO DISTRIBUTION LLC DBA
 GRECO AND SONS WASHINGTON
 BELTRAM, BRANDON D/B/A SEE MORE
 LLC
 BERRY ENTERPRISES INC DBA SIERRA
 ELECTRONICS
 BEVERAGE DISTRIBUTORS COMPANY
 LLC
 BEVERAGE MANAGEMENT SYSTEMS
 INC
 BIG DOG ENTERTAINMENT LLC
 BLACH DISTRIBUTING CO
 BLACK DIAMOND EXCAVATING
 BLACKLINE SYSTEMS INC
 BLANKENSHIP EQUIPMENT REPAIR INC
 BOTTLING GROUP LLC DBA PEPSI
 BEVERAGES COMPANY
 BRADY COMPANIES LLC
 BREAKTHRU BEVERAGE NEVADA LLC

BRIMSTONE FIRE SAFETY
MANAGEMENT LLC
BROADCAST MUSIC, INC BMI
BUCKHEAD MEAT OF DENVER, INC.
BUNN-O-MATIC
BUTLER SNOW LLP
BUYERS EDGE PLATFORM LLC DBA
BUYERS EDGE PLATFORM OPCO, LLC
C.H. ROBINSON COMPANY, INC.
CALVIN PERKINS DBA A-P
MECHANICAL BULLS
CANADIAN ART PRINTS & WINN DEVON
ART GROUP INC.
CANON SOLUTIONS AMERICA INC.
CAPITOL DISTRIBUTING
CARRIER CORPORATION
CASINO NETWORK
CGRS INC
CHEF WORKS, INC
CHIN FAMILY LTD LIABILLITY
PARTNERSHIP
CHRISTOPHERSEN INC.
CINTAS CORPORATION NO.2
CLASSIC PRODUCTS CORP.
CLAYTON ACQUARIUM CORPORATION
CLINTON GOLF MANAGEMENT
COCA-COLA BOTTLING CO, YAKIMA &
TRI-CITIES, INC
COHNREZNICK LLP
COHO DISTRIBUTING
COLORADO DEPARTMENT OF LABOR
AND EMPLOYMENT
COLORADO DEPT OF PUBLIC HEALTH &
ENVIRONMENT
COLUMBIA BASIN LLC DBA
NORTHWEST CONTAINER RENTALS
COMMERCIAL LIGHTING SUPPLY
COMMTRAK CORPORATION
CONCEPT 3
CONTEMPORARY INC.
COORS DISTRIBUTING
CORBY HALL
CORY SELLE
COVINGTON TRAVEL SERVICE INC DBA
COVINGTON TRAVEL
CROPSTICKS INC
CROWN PAPER & SUPPLY
CSESCO INC
CUMMINS-ALLISON CORP
CUSTOM'S Y'S LLC DBA THREADS
DATA FINANCIAL INC

DE LAGE LANDEN FINANCIAL
SERVICES, INC DBA CISCO SYSTEMS
CAPITAL CORP
DE LAGE LANDON FINANCIAL
SERVICES, INC DBA AS SERVICING
AGENT FOR TOSHIBA FINANCIAL
DEL MONTE CAPITOL MEAT COMPANY,
LLC DBA G&S PACKAGING SOLUTIONS
DELAHANT, JACK D/B/A SHADOW
MOUNTAIN SIGN AND DESIGN
DENVER CUTLERY INC
DENVER SYRUP & BAR SUPPLY INC
DEPENDABLE JANITOR LLC
DESERT HILLS ELECTRIC, INC
DILLANOS COFFEE ROASTERS, INC
DONG HING MARKET
DOOR AND WINDOW GUARD SYSTEMS,
INC. DBA DAWGS
DORMAKABA CANADA INC
DRAFT DOCTOR LLC
ECOLAB INC.
ECR SALES & SERVICE, INC
EDWARD DON & COMPANY HOLDINGS
LLC
EE PRINTING LLC
ELITE MOBILE SHARPENING
ENVIRONMENTAL BIOTECH OF THE
ROCKIES, INC. DBA BIOTECH
SOLUTIONS INC.
EPD SERVICES INC
EQUIFAX INC. DBA PARADIGM
NATIONAL CONSULTANTS
LLC/HIRETECH
ERIC PERSSON
ERNST & YOUNG US LLP
ESPRESSO FIX
EVENTECTIVE INC.
EVERI PAYMENTS D/B/A CENTRAL
CREDIT LLC
F&L MEARS INC DBA CASCADE SIGN &
FABRICATION
FEDERAL BEVERAGE CONTROL OF
COLORADO
FEDEX FREIGHT
FIRE PROTECTION INC
FIRST AMERICAN BANKCARD, INC.
FISHER & PHILLIPS LLP
FORMAGRID INC DBA AIRTABLE
FRESHAIR SENSOR LLC
FUNSPACE TECHNOLOGY COMPANY
LIMITED

GAC MANAGEMENT LP
 GAMETT & KING CPA
 GAMING ARTS LLC
 GARDA CL NORTHWEST, INC.
 GCF BACKFLOW SERVICES
 GEM STATE PAPER & SUPPLY CO
 GENESIS CONSTRUCTION INC
 GENESIS GAMING SOLUTIONS INC.
 GENO ANTHONY RUSKE
 GLACIER REFRIGERATION, INC
 GOLDEN FORTUNE TECHNOLOGY CO.,
 LTD.
 GOOD TO GO
 GRAINGER
 GRAPHIC CONTROLS ACQUISITION
 CORP. DBA GRAPHIC CONTROLS
 GRAPHIC DISPLAY INC.
 GREAT BASIN BEVERAGE LLC
 GUARDIAN SECURITY SYSTEMS, INC
 HD SUPPLY FACILITIES MAINTENANCE
 LTD
 HOLD ON NOW, INC
 HOLSINGER LAW LLC
 HOME DEPOT CREDIT SERVICES
 HONGYI FIRM CORPORATION
 HOOD AND DUCT CLEANING LLC
 HUGHES, EARL
 HYPERION WHOLESALE
 IMAGE 38
 IMAGE MEDIA
 INCREDIBLE TECHNOLOGIES INC
 INFINITY FENCE, LLC
 INSIDE TRACK LLC
 INSIGHT ENTERPRISES INC
 INTEGRATO, LLC
 INTERSECTION MEDIA LLC
 INTERSTATE FIRE SALES AND
 SERVICES, LLC DBA STATEFIRE DC
 SPECIALTIES
 IRIS GROUP HOLDINGS LLC DBA
 EVERON, LLC
 IRON CHEST GAMING
 IRON MOUNTAIN
 JAMES KING ROOFING LLC
 JAMESON PEPPE CANTU PLLC
 J-CORP DEVELOPMENT, INC
 JOE HAND PRODUCTIONS DBA ONTAP
 SPORTS
 JOHNSON CONTROLS INC DBA
 SECURITY SOLUTIONS
 KEC LLC

KIBBLE & PRENTICE HOLDING
 COMPANY DBA USI INSURANCE
 SERVICES NW
 KING BEVERAGE INC
 KING'S ORIENTAL FOODS CO., LTD DBA
 KING'S ORIENTAL FOODS
 KKT CORPORATION DBA MONO
 ROOFTOP SOLUTIONS
 KLAUDTS CASH REGISTER
 KUBAT EQUIPMENT & SERVICE CO., INC
 KUUSOFT SOFTWARE CORP DBA
 KUUSOFT CORP
 LAKEWOOD CHAMBER OF COMMERCE
 LAN INVESTMENTS LLC
 LANDRY HOLDINGS LLC, DBA
 CASINOTECH
 LARSEN, KELLY M D/B/A BLUEBIRD
 GRAPHICS
 LAS VEGAS MUTUAL TRADING
 LEHRER'S FLOWERS
 LEI, YUZHEN D/B/A WU TRADING
 LEWIS ROCA ROTHGERBER CHRISTIE
 LLP
 LEXISNEXIS RISK SOLUTIONS FL INC
 LIBERTY DISTRIBUTING, INC
 LNW GAMING, INC FKA SG GAMING, INC
 LOOMIS
 LOTUS JUO DBA MINUTEMAN PRESS
 WESTMINSTER
 LOUIE EAST LLC DBA EVERGREEN
 GRANITE & CABINET
 LOUIE J LOPEZ DBA JENO'S
 REFRIGERATION LLC
 LOWE'S COMPANIES, INC. DBA LOWE'S
 HOME CENTERS, LLC
 LUCKY SEAFOOD, LLC
 LYNCO DISTRIBUTION DBA LYNCO
 PRODUCTS
 MARINESYNC CORPORATION
 MCDONALD FARMS ENTERPRISES INC
 MENDENHALL EQUIPMENT CO
 MERIT ELECTRIC INC.
 MERYDYAN TECHNOLOGIES LLC
 MIDWEST MOTOR SUPPLY CO. INC DBA
 KIMBALL MIDWEST
 MOOD MEDIA NORTH AMERICA
 HOLDINGS CORP DBA MUZAK DBA
 MOOD MEDIA
 MOSS HOODS INC. D/B/A HOODZ OF
 DENVER
 MOUNTAIN ALARM FIRE & SECURITY

MTECH MECHANICAL TECHNOLOGIES
GROUP INC
MUNNWORKS LLC
NATHAN DREW DBA SEATTLE TINT &
GRAPHICS
NATIONAL CONSTRUCTION RENTALS,
INC DBA NATIONAL RENT A FENCE
NATURAL WAVE-RC INC
NEVADA BOARD FOR THE REGULATION
OF LIQUEFIED PETROLEUM GAS DBA
NEVADA LP-GAS BOARD
NEVADA BY PRODUCTS DBA RENO
RENDERING COMPANY
NEVADA LOGOS, LLC
NEW CARBON COMPANY LLC DBA
GOLDEN MALTED
NEW LEVEL RADIO INC
NORCO INC
NRT TECHNOLOGIES INC
NUCO2 INC
OFF MADISON AVE, LLC D/B/A
LIGHTHOUSEPE
OFFICE DEPOT INC
OLYMPIC EAGLE DISTRIBUTING
ON-PRESS PRINTING SERVICES, INC.
ONSAGER, WERNER & OBERG PLC
ORC WATER PROFESSIONALS INC
OSLER HOSKIN & HARCOURT LLP
OTIS WORLDWIDE CORPORATION
OWEN GAUPE D/B/A PILGRIMS
CLEANING SERVICE
PARADIGM TABLE GAMES INC
PARAMOUNT UNIFORM CO INC T/A
FORMAL DIMENSIONS
PARTS TOWN LLC
PASSPORT TECHNOLOGY USA, INC
PATRIOT CORPORATION
PATRIOT GAMING & ELECTRONICS INC
PITNEY BOWES DBA PURCHASE POWER
POS SUPPLY SOLUTIONS INC
PRECISION POWER
PRINCESS SWEETS AND BALLOON
DECOR
PRINT N COPY CENTER INC
PUGET SOUND REGIONAL FIRE
AUTHORITY
QUALITY KARAOKE CORPORATION
QUANTUM ELECTRIC, LLC
RAMBLIN EXPRESS INC
RASCAL SERVICES LLC

RED BULL DISTRIBUTION COMPANY
INC
REFRIGERATION UNLIMITED LLC DBA
SEA TEMP
RELLS FIRE PROTECTION INC
RELX INC. DBA LEXISNEXIS, A DIVISION
OF RELX INC.
REPUBLIC NATIONAL DISTRIBUTING CO
LLC
RISE & SHINE BAKERY LLC
RISING GLORY INTERNATIONAL CO.,
LTD
ROBERT PARKER DBA CASCADE
PACIFIC VENTURES LLC
ROGER FULLER DBA DYNASTY GAMES
ROGERS, SCOTT
ROLLINS, INC. DBA ORKIN, LLC
RON DAWSON DBA KATCHEES
BUSINESS FORMS, ETC
ROXIE GLASS INC DBA ROXY GLASS
ROYAL BUYING GROUP INC
ROYAL CREST DAIRY INC
RUBY MOUNTAIN NATURAL SPRING
WATER
RW SMITH & CO DBA TRIMARK
SAUNDERS OUTDOOR ADVERTISING
SCHINDLER ELEVATOR CORPORATION
SCIENTIFIC GAMING BALLY GAMING
INC/ BALLY TECHNOLOGIES
SEGA SAMMY CREATION USA INC
SELECT PORTFOLIO SERVICING INC
SERTA SIMMONS BEDDING LLC
SFP HOLDING INC
SIB DEVELOPMENT & CONSULTING ,
INC. DBA SIB FIXED COST REDUCTION
COMPANY LLC
SIERRA MEAT COMPANY
SIGNS PLUS
SILVER STATE STAMPEDE ASSOCIATION
INC.
SK PRODUCE CO INC DBA ASIA
DISCOUNT CENTER
SNOHOMISH HEALTH DISTRICT
SNO-KING AMATEUR HOCKEY
SNYDER SERVICES, INCORPORATED
DBA SNYDER MECHANICAL
SO LLC D/B/A EAGLE PROMOTION
SOFTWARE ONE INC
SOTF LLC DBA SUPPLIES ON THE FLY
SOURCE 4 INDUSTRIES, INC

SOUTHERN GLAZER'S WINE & SPIRITS
OF NEVADA DBA SOUTHERN GLAZER'S
WINE AND SPIRITS OF NEVADA LLC
SOUTHERN GLAZER'S WINE & SPIRITS
OF WASHINGTON
SOUTHERN IDAHO RV & MARINE, LLC
SPECIALTY GIFTS & DESIGNS
SPORTS DIRECT, LLC
SPORTSCARDS OF WASHINGTON INC.
DBA MILL CREEK SPORTS
STANDARD TEXTILE COMPANY INC
STAPLES BUSINESS CREDIT
STERICYCLE DBA SHRED-IT
STEVE BEYER PRODUCTIONS, INC.
STRATEGY9 INC
SUNKIST GRAPHICS INC.
SUNSET & GREEN VALLEY INC DBA
LEE'S DISCOUNT LIQUOR
SUTTON, JANETTE
SUZOHAPP GAMING SOLUTIONS INC
SYSCO GUEST SUPPLY, LLC D/B/A
GUEST WORLDWIDE
SYSTECH SOLUTIONS, INC.
TCS JOHN HUXLEY AMERICA INC
TED ALEXANDER VEACH DBA VEACH
CONSULTING ENGINEERS LLC
TERRY'S PUMPIN & POTTIES
THE ADT SECURITY CORPORATION DBA
ADT COMMERCIAL LLC
THE CHEFS' WAREHOUSE WEST COAST,
LLC
THE ODOM CORPORATION
THE PRINTER INC
THREE BROTHERS PRINTING
THYSSENKRUPP ELEVATOR
CORPORATION

TJOSSEM PROPERTIES VI, LLC
TKS SERVICES
TRUE WORLD FOODS SEATTLE LLC
TRUVANTIS, INC.
UPS SUPPLY CHAIN SOLUTIONS INC
VESTIS F/K/A ARAMARK
VITAL RECORDS HOLDINGS, LLC DBA
VRC COMPANIES
VOGUE LINEN SUPPLY & UNIFORM
RENTAL
VSR INDUSTRIES INC
WALTER E NELSON OF WESTERN
WASHINGTON
WASHINGTON ALARM INC
WATERTECH, INCORPORATED
WESTERN MECHANICAL CONTRACTORS
WESTERN NEVADA SUPPLY CO
WESTERN PAPER DISTRIBUTORS
WHITE IVORY ELEPHANT
TECHNOLOGIES CORPORATION
WIRETECH LLC
WORLD TAVERN ENTERTAINMENT
WORLD TRAVEL INC
WORLD WIDE WEB DISTRIBUTION DBA
PREMIER HOTEL AND CASINO
PRODUCTS
WYLIE EDWARDSON D/B/A ALL SEASON
CARPET CLEANING
XPRESSHRED LLC
YOUNG ELECTRIC SIGN COMPANY
D/B/A YESCO OUTDOOR MEDIA
YOUNGS MARKET COMPANY
ZKG LLC DBA CLEAN-MART
ZUVID SURVEILLANCE

11. Major Customers

4WALL ENTERTAINMENT
ACCEL ENTERTAINMENT
AGS LLC
BALLYS TWIN RIVER
BOYD DEVELOPMENT
CANNERY CASINO
CARMA
CRANE CONSTRUCTION COMPANY, LLC
FHR COLORADO LLC
FIT FACTORY EVENTS USA D/B/A COOL
EVENTS, LLC
GILA RIVER RESORTS AND CASINOS

GOLDEN CIRCLE
GRAND CASINO
GRATON
IMC CONSTRUCTION
INTERNATIONAL GAME TECHNOLOGY
JUNIOR ACHIEVEMENT OF SOUTHERN
NEVADA
KONAMI GAMING, INC.
LIGHT & WONDER
PENN NATIONAL GAMING INC.
POTAWATOMI HOTEL CASINO
RED 7 VISUALS

RED ROCK CASINO
RESORT WORLD LAS VEGAS, LLC
S.A. RECYCLING
SAMS TOWN HOTEL AND CASINO
SAN MANUEL IND.BINGO & CASINO
SPOTLIGHT 29 CASINO
SPRINGS PRESERVE
SUZOHAPP GAMING SOLUTIONS INC
TCS JOHN HUXLEY AMERICA INC
THE AGENCY

THE D CASINO
THE GROVE MART - LAKE BLUFF
THE GROVE MART ELGIN
THE POINT CASINO & HOTEL
THE WHITING-TURNER CONTRACT CO.
TRI-LOGISTICS
TRUFUSION
TWIN PINES CASINO & HOTEL
VENETIAN HOTEL AND CASINO

12. Third-Party Administrators

CNA INSURANCE
DELTA DENTAL OF WASHINGTON
OPTUM BANK
PALOCITY HOLDING CORPORATION
PRUDENTRX
SYMETRA

SYMETRA LIFE INSURANCE COMPANY
UMR
VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY D/B/A VOYA
FINANCIAL
VSP

13. Insurance Parties

AFCO CREDIT CORPORATION
AFFILIATED FM INSURANCE
COMPANY
ALLIED WORLD SURPLUS LINES
INSURANCE COMPANY
AMERICAN BANKERS
AMERICAN CASUALTY COMPANY OF
READING, PENNSYLVANIA
ARCH SPECIALTY INSURANCE
COMPANY
ASPEN SPECIALTY INSURANCE CO
AXIS SURPLUS INSURANCE
COMPANY
CHUBB INSURANCE COMPANY
COBBS ALLEN CAPITAL, LLC D/B/A
CAC SPECIALTY
CONTINENTAL CASUALTY COMPANY
CRUM & FORSTER SPECIALTY
INSURANCE COMPANY
ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY
EVEREST NATIONAL INSURANCE
COMPANY
GOTHAM INSURANCE COMPANY
GREAT AMERICAN INSURANCE
COMPANY
LEXINGTON INSURANCE COMPANY

LLOYDS OF LONDON
NATIONAL FIRE INSURANCE
COMPANY OF HARTFORD
NATIONAL INDEMNITY COMPANY
NAUTILUS INSURANCE COMPANY
QBE SPECIALTY INSURANCE
COMPANY
SECURITY NATIONAL INSURANCE
COMPANY
SOMPO
TECHNOLOGY INSURANCE
COMPANY, INC
THE CONTINENTAL INSURANCE
COMPANY
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
UNDERWRITERS AT LLOYDS
USI INSURANCE SERVICES
VALLEY FORGE INSURANCE
COMPANY
WESTCHESTER SURPLUS LINES
INSURANCE COMPANY
WESTERN WORLD INSURANCE
COMPANY
AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA
AMERICAN BANKERS ASSOCIATION

14. Taxing and Other Governmental Authorities

BENTON COUNTY (WA, USA)
CITY OF BLACK HAWK
CITY OF ELKO (NV, USA)
CITY OF KENNEWICK (WA, USA)
CITY OF KENT - UTILITY BILLING
CITY OF KIRKLAND - UTILITY
BILLING
CITY OF LAKEWOOD (WA, USA)
CITY OF PASCO (WA, USA)
CITY OF SEATAC (WA, USA)
CITY OF TUKWILA (WA, USA)
CITY OF WENDOVER
CITY OF WEST WENDOVER (NV, USA)
CITY OF YAKIMA (WA, USA)
COLORADO DEPARTMENT OF
GAMING
COLORADO DEPARTMENT OF
REVENUE
DEPARTMENT OF THE TREASURY -
INTERNAL REVENUE SERVICE

ELKO COUNTY (NV, USA)
FRANKLIN COUNTY (WA, USA)
GILPIN COUNTY (CO, USA)
ILLINOIS DEPARTMENT OF REVENUE
KING COUNTY (WA, USA)
KITSAP COUNTY (WA, USA)
NEVADA DEPARTMENT OF REVENUE
NEVADA DEPARTMENT OF
TAXATION
NEVADA GAMING CONTROL BOARD
PIERCE COUNTY
SILVER DOLLAR METROPOLITAN
DISTRICT
SNOHOMISH COUNTY (WA, USA)
TOOLE COUNTY (UT, USA)
WASHINGTON DEPARTMENT OF
REVENUE
WASHINGTON STATE GAMBLING
COMMISSION
YAKIMA COUNTY (WA, USA)

15. Landlords

BLUE OWL CAPITAL INC.
PROJECT EVERGREEN NV OWNER
LLC
1207 LLC PARKING
1207 NORTH 152ND ST LLC DBA THE
SEATTLE SCOTTISH-RITE TEMPLE
192ND PACIFIC PROPERTIES AND ROY
R. TOLAND AND AUBREY V.
TOLAND, HUSBAND AND WIFE
BC CORNER LLC
CHIN FAMILY PARTNERSHIP I, AS
SUCCESSOR-IN-INTEREST TO CHIN
PARTNERSHIP
DCR PROPERTY MANAGEMENT
GAC MANAGEMENT LLC
HEMMAT, ALLEN AND HEMMAT,
SHARON
HILINE
KENNEWICK MINI STORAGE
LAN INVESTMENTS LLC
LIFEPOINT RCCH TRIOS HEALTH

LN BLACKRIVER
NELSON BUSINESS PARK LLC
OLD 99 PROPERTY GROUP LLC
PARKER, ROBERT DBA CASCADE
PACIFIC VENTURES LLC
SAMANIEGO, SIMON
SCHNITZER PROPERTIES - NEVADA,
LLC (F/K/A HARSCH INVESTMENT
PROPERTIES-NEVADA, LLC)
SELECT PORTFOLIO SERVICING INC
SNO-KING AMATEUR HOCKEY
ASSOCIATION, INC.
TCW LLC
TJOSSEM PROPERTIES VII, LLC
WALLACE PROPERTIES - MILL
CREEK, LLC AS SUCCESSOR-IN-
INTEREST TO TRI WEST NORTH
CREEK PARTNERSHIP, ET AL.
WOODMONT 7 LLC

16. Litigation Counterparties and Their Counsel

BIRKLAND, CHRISTA
BRINKMAN, LONDON
CHANN, SOPHIPHAL
CLARENCE, SADIE
CURRAN LAW FIRM P.S.
DAVIES, JENNIFER
ENRIQUEZ, HECTOR
GMC 220TH LLC
GREEN & NORWOOD PLLC
KELLY, RAEANNE
LAYBOURN, MATTHEW
LE, THUY
LEEDY, SUE
LITTLE 3100, LLC
LITTLE FAMILY, LLC
LYNCH, TYLER

NEVADA EQUAL RIGHTS
COMMISSION
NEVADA OSHA
NIKAZY, KIMBERLY
NYANNOR, OKYEREMAH
PATRIARCA, ALBERT
SATTER, GABRIEL
SMALL BUSINESS ADMINISTRATION
OF THE UNITED STATES OF
AMERICA
STEVENS, TIFFANY
THAI, AIMEE
TOUCH, KIM
UNITED STATES OF AMERICA
WHITEHALL, JOEL
WOODMONT 5, LLC
WYBLE, KEVIN

17. Other Professionals Representing Parties

BROWNSTEIN HYATT FABER
SCHRECK, LLP
DENTONS
NORTON ROSE FULBRIGHT

ORRICK, HERRINGTON & SUTCLIFFE
LLP
PORTER HEDGES
ROPES & GRAY LLP
WOMBLE BOND DICKINSON LLP

18. Unions

TEAMSTERS LOCAL UNION NO. 117
TEAMSTERS LOCAL UNION NO. 38
TEAMSTERS LOCAL UNION NO. 760
TEAMSTERS LOCAL UNION NO. 839

19. Utility Providers

ALDERWOOD WATER &
WASTEWATER DISTRICT
BASIN DISPOSAL INC
BENTON PUD
BLACK HAWK CENTRAL CITY
SANITATION DISTRICT
BROADVIEW NETWORKS INC
CASCADE NATURAL GAS
CORPORATION
CENTRACOM INTERACTIVE
CENTURYLINK
CHARTER COMMUNICATIONS DBA
SPECTRUM BUSINESS
CITY OF RENTON UTILITY DIVISION
CITY OF SEATTLE PUBLIC UTILITIES

CITY OF TACOMA DBA TACOMA
PUBLIC UTILITIES
COMCAST HOLDINGS CORPORATION
DBA COMCAST BUSINESS
COMMUNICATIONS, LLC
CONSOLIDATED MUTUAL WATER
COUNTY OF KITSAP DBA KITSAP
COUNTY PUBLIC WORKS
COUNTY OF PIERCE
DIRECTV
DISRUPTIVE REVENUES INC DBA
DISRUPTIVE REVENUES OF
TACOMA LLC DBA SMASH MY
TRASH
ELKO SANITATION COMPANY INC
FRANKLIN PUD

FRONTIER COMMUNICATIONS
GOTO TECHNOLOGIES USA, INC.
GRANITE TELECOMMUNICATIONS
GREAT PLAINS COMMUNICATIONS
HOLDINGS LLC
HAROLD LEMAY ENTERPRISES, INC
HIGHLINE WATER DISTRICT
HYGIENE PROPANE SERVICES
KIVA ENERGY, INC
LAKEVIEW LIGHT & POWER
LAKEWOOD WATER DISTRICT
LAS VEGAS VALLEY WATER
DISTRICT
MIDWAY SEWER DISTRICT
MITSUBISHI HC CAPITAL AMERICA
DBA GROOVE ENTERTAINMENT
TECH FINANCIAL SERVICES DBA
CPA CUSTOMER PAY
MOON SECURITY SERVICES INC
NELSON BUSINESS PARK LLC
NETFORTRIS ACQUISITION
COMPANY
NORTHSHORE UTILITY DISTRICT

NV ENERGY
PACIFICORP DBA PACIFIC POWER/
ROCKY MOUNTAIN POWER
PUGET SOUND ENERGY
RECOLOGY KING COUNTY
REPUBLIC SERVICES INC
SEATTLE CITY LIGHT
SILVERDALE WATER DISTRICT
SKYWAY WATER & SEWER DISTRICT
SNOHOMISH COUNTY PUD
SOUTHWEST GAS CORPORATION
SOUTHWEST GAS TRANSPORTATION
SYMMETRY ENERGY SOLUTIONS LLC
DBA CENTERPOINT ENERGY
TIGER NATURAL GAS INC
WALLACE PROPERTIES/MILLCREEK
WASTE MANAGEMENT
WELLS RURAL ELECTRIC COMPANY
WESTERN STATES PROPANE
WOODINVILLE WATER DISTRICT
XCEL ENERGY
YAKIMA WASTE SYSTEMS INC
ZIPLY FIBER

20. United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)

CASTRO, ANA
CHAVEZ, JEANNIE
CONRAD, TRACEY
HOLDEN, SHANNON
HOUSE, AKEITA
ISGUR, MARVIN
JACKSON, AARON
LAWS, TYLER

LILA, YESENIA
LOPEZ, CHRISTOPHER M.
NORMAN, JEFFREY P.
PEREZ, ALFREDO R.
RODRIGUEZ, EDUARDO V.
SALDANA, ROSARIO
THOMAS-ANDERSON, SIERRA

21. United States Trustee for the Southern District of Texas (and Key Staff Members)

BARCOMB, ALICIA
CALUZA, ALETHEA
CHILTON, SAMANTHA
EPSTEIN, KEVIN M.
GARZA, VIANEY
GERHARD, IVETTE
HERSH, SUSAN B.
JIMENEZ, ANDREW
MOTTON, LINDA
NGUYEN, HA

OTTO, GLENN
RIVERA, YASMINE
RUFF, JAYSON B.
SALL, MILLIE APONTE
SAMKO-YU, ALINA
SIMMONS, CHRISTY
SMITH, GWEN
TRAVIS, CHRISTOPHER R.
WHITWORTH, JANA

Appendix 2**Client Match List**

Matched Entity	Relationship to Debtors	Relationship to L&W¹
4Wall Entertainment	Major Customers	Current client
Abbott Laboratories Annuity Retirement Trust (MidOcean)	Trustees, Agents, and Other Secured Parties	Current client
Accel Entertainment	Major Customers	Current client
AFCO Credit Corporation	Insurers and Insurance Agents	Current client
Alter Domus (US) LLC	Trustees, Agents, and Other Secured Parties	Former and current client
Amazon	Material Suppliers and Vendors	Former and current client
American Bankers	Insurers and Insurance Agents	Former and current client
American Bankers Insurance of Florida	Insurers and Insurance Agents	Former client
Angelo, Gordon & Co., L.P.	Trustees, Agents, and Other Secured Parties	Current client
Ankura Trust Company, LLC	Trustees, Agents, and Other Secured Parties	Current client
Aristocrat Technologies Inc.	Top 30 Unsecured Creditors	Current client
Aspen Specialty Insurance Co	Insurers and Insurance Agents	Former and current client
Ballys Twin River	Major Customers	Current client
Barclays Bank PLC	Trustees, Agents, and Other Secured Parties	Former and current client
BlackRock	Trustees, Agents, and Other Secured Parties	Former and current client
BlackRock Global Allocation Fund, Inc.	Trustees, Agents, and Other Secured Parties	Former and current client
BlackRock Strategic Income Opportunities Portfolio of BlackRock Funds V	Trustees, Agents, and Other Secured Parties	Former and current client
Blue Owl Capital Inc.	Landlords	Former and current client
Boyd Development	Major Customers	Current client
CenturyLink	Utility Providers	Former and current client
Cerberus Capital Management, L.P.	Trustees, Agents, and Other Secured Parties	Former and current client
Charter Communications DBA Spectrum Business	Utility Providers	Former and current client

¹ The term “**Current Client**” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term “**Former Client**” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Cobbs Allen Capital, LLC d/b/a CAC Specialty	Insurers and Insurance Agents	Current client
Coca-Cola Bottling Co, Yakima & Tri-Cities, Inc	Material Suppliers and Vendors	Former and current client
Comcast Holdings Corporation DBA Comcast Business Communications, LLC	Utility Providers	Former and current client
Deutsche Bank AG New York Branch	Trustees, Agents, and Other Secured Parties	Former and current client
DirecTV	Utility Provider	Former and current client
Dormakaba Canada Inc	Material Suppliers and Vendors	Current client
ECOLAB INC.	Material Suppliers and Vendors	Current client
Ernst & Young US LLP	Material Suppliers and Vendors	Former and current client
FORMAGRID INC DBA AIRTABLE	Material Suppliers and Vendors	Current client
Frontier Communications	Utility Providers	Current client
GAC Management LP	Material Suppliers and Vendors	Former and current client
Galaxy Gaming	Top 30 Unsecured Creditors	Current client
GoTo Technologies USA, Inc.	Utility Providers	Current client
Grainger	Material Suppliers and Vendors	Current client
HG Vora Capital Management, LLC	Trustees, Agents, and Other Secured Parties	Current client
IGT	Top 30 Unsecured Creditors	Former and current client
Insight Enterprises Inc	Material Suppliers and Vendors	Former and current client
International Game Technology	Major Customers	Current client
King Street Capital Management LP	Trustees, Agents, and Other Secured Parties	Former and current client
King Street Europe	Trustees, Agents, and Other Secured Parties	Current client
KKT Corporation DBA Mono Rooftop Solutions	Material Suppliers and Vendors	Former and current client
KPMG LLP	Debtors' Restructuring and Other Significant Professionals	Current client
Kroll, LLC	Debtors' Restructuring and Other Significant Professionals	Former and current client
Lexington Insurance Company	Insurers and Insurance Agents	Former and current client
LifePoint RCCH Trios Health	Landlords	Current client
Light & Wonder	Major Customers	Current client
Lloyd's of London	Insurers and Insurance Agents	Former and current client

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Loomis	Material Suppliers and Vendors	Current client
Lowe's Companies, Inc. DBA Lowe's Home Centers, LLC	Material Suppliers and Vendors	Current client
Mood Media North America Holdings Corp dba Muzak dba Mood Media	Material Suppliers and Vendors	Current client
Optum Bank	Third-Party Administrators	Current client
Osler Hoskin & Harcourt LLP	Material Suppliers and Vendors	Former client
Penn National Gaming Inc.	Major Customers	Current client
Perkins, Lawrence	Independent Directors	Former and current client
Permira Advisers LLP	Trustees, Agents, and Other Secured Parties	Former and current client
PGIM ETF Trust - PGIM Floating Rate Income ETF	Trustees, Agents, and Other Secured Parties	Former and current client
Pitney Bowes dba Purchase Power	Material Suppliers and Vendors	Current client
Prudential Financial	Trustees, Agents, and Other Secured Parties	Former and current client
Prudential Investment Portfolios, Inc. 14 - PGIM Floating Rate Income Fund	Trustees, Agents, and Other Secured Parties	Former and current client
Puget Sound Energy	Utility Providers	Current client
Red Bull Distribution Company Inc	Material Suppliers and Vendors	Current client
Red Rock Casino	Major Customers	Current client
Republic Services Inc	Utility Providers	Current client
Resort World Las Vegas, LLC	Major Customers	Current client
Rockford Tower CLO 2021-2, Ltd.	Trustees, Agents, and Other Secured Parties	Former client
Rockford Tower CLO 2021-3, Ltd.	Trustees, Agents, and Other Secured Parties	Current client
RW SMITH & CO DBA TRIMARK	Material Suppliers and Vendors	Current client
SCIENTIFIC GAMING BALLY GAMING INC/ BALLY TECHNOLOGIES	Material Suppliers and Vendors	Former client
Serta Simmons Bedding LLC	Material Suppliers and Vendors	Current client
SIB Development & Consulting , Inc. DBA SIB Fixed Cost Reduction Company LLC	Material Suppliers and Vendors	Current client
Starbucks Corp.	Top 30 Unsecured Creditors	Current client

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Stericycle DBA Shred-It	Material Suppliers and Vendors	Current client
Symetra Life Insurance Company	Third-Party Administrators	Former and current client
Symmetry Energy Solutions LLC dba CENTERPOINT ENERGY	Utility Providers	Current client
TCW LLC	Landlords	Former client
The Agency	Major Customers	Current client
TPG Partner Holdings	Trustees, Agents, and Other Secured Parties	Former and current client
U.S. Bank N.A.	Trustees, Agents, and Other Secured Parties	Former and current client
UMR	Third-Party Administrators	Current client
Vestis f/k/a Aramark	Material Suppliers and Vendors	Current client
Voya Retirement Insurance and Annuity Company d/b/a Voya Financial	Third-Party Administrators	Former and current client
Waste Management	Utility Providers	Current client
Wellington Asset Management	Trustees, Agents, and Other Secured Parties	Former client
Wells Fargo Bank, N.A.	Trustees, Agents, and Other Secured Parties	Former and current client
Xcel Energy	Utility Providers	Former client
Ziply Fiber	Utility Providers	Current client

Exhibit B

Retention Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF JEFF SEERY,
CHIEF RESTRUCTURING OFFICER, IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP
AS BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE**

I, Jeff Seery, declare as follows:

1. I am the Chief Restructuring Officer of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “***Debtors***” or the “***Company***”). In this capacity, I am familiar with the Debtors’ day-to-day operations, business, financial affairs and books and records. As part of my responsibilities, I am involved with the supervision of outside counsel and with the monitoring and control of legal costs.

2. I submit this declaration (the “***Retention Declaration***”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Co-Counsel Effective as of the Petition Date* (the “***Application***”).² Except as otherwise noted, all facts in this Retention Declaration are based on my personal

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors' management and the Debtors' advisors.

THE DEBTORS' SELECTION OF COUNSEL

3. For a number of years, L&W has represented the Debtors with respect to a wide range of legal matters, including, among other things, debt financing and corporate and real estate matters. Moreover, since early 2025, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial circumstances, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options and assisting the Debtors with pursuing potential out-of-court solutions and ultimately preparing the Chapter 11 Cases, including negotiating the transaction support agreement. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases.

4. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. The Debtors chose Latham based upon its reputation and experience in the restructuring field generally and upon the Debtors' particular circumstances, including the complexity of the contemplated restructuring.

5. Before selecting Latham to serve as their attorneys in the Chapter 11 Cases, the Debtors considered, among other things, their relationships with various other firms that also provide restructuring related services and Latham's prepetition role in advising the Debtors with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. Since L&W's engagement earlier this year, Latham (i) engaged with

the Debtors' key economic stakeholders, (ii) negotiated postpetition debtor-in-possession financing, and (iv) prepared the Debtors for commencing these chapter 11 cases. As a result, L&W has become familiar with the Debtors' businesses and capital structure, and many of the legal issues that may arise in the context of the Chapter 11 Cases.

6. For the reasons set forth above, I believe that L&W is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases. Thus, the Debtors decided to continue to retain L&W as the Debtors' bankruptcy co-counsel during the Chapter 11 Cases.

PROFESSIONAL COMPENSATION

7. In my capacity as Chief Restructuring Officer, I am involved in the Debtors' retention and supervision of certain outside professional services firms, including the professionals proposed to be retained in the Chapter 11 Cases.

8. Prior to the engagement of L&W, I approved L&W's standard billing rates and the material terms of the engagement. Based on the Debtors' evaluation of other law firms prior to retaining L&W, I can confirm that L&W's rates and terms are comparable to those of other comparably skilled professionals. Additionally, L&W has informed the Debtors that its rates for bankruptcy representations are comparable to the rates it charges for non-bankruptcy representations.

9. I am responsible for reviewing the invoices submitted by L&W and can confirm that the rates L&W charged the Debtors in the prepetition period are consistent with the rates L&W will charge the Debtors in the postpetition period other than (a) the adjustments described in the Application and the Tseregounis Declaration; and (b) a postpetition 50% discount applied to rates charged for non-working travel time.

COST SUPERVISION

10. The Debtors recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of the Chapter 11 Cases. The Debtors will continue to review invoices that L&W submits during the Chapter 11 Cases.

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 13, 2025
Las Vegas, Nevada

/s/ Jeff Seery

Name: Jeff Seery

Title: Chief Restructuring Officer

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF LATHAM & WATKINS LLP AS
BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE
[Relates to Docket No. ____]**

Upon the application (the “*Application*”)² of the Debtors for entry of an order authorizing the Debtors to employ and retain Latham & Watkins LLP (“*L&W*”) as their bankruptcy co-counsel effective as of the Petition Date; and the Court having reviewed the Application, the First Day Declaration, the Tseregounis Declaration, and the Retention Declaration; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on the representations made in the Application and the Tseregounis Declaration that L&W is

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

“disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that L&W does not hold or represent an interest adverse to the Debtors’ estates; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors, as debtors in possession, are authorized to employ and retain L&W as their bankruptcy co-counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter.
3. L&W is authorized to provide the Debtors with the professional services described in the Application and the Engagement Letter.
4. L&W shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

5. Prior to any increases in L&W's hourly rates, L&W shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee, which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. The Fee Advance shall be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. L&W shall apply any Fee Advance remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application and promptly return to the Debtors' estates any Fee Advance remaining after such application, unless otherwise agreed by the Debtors and L&W.

7. L&W shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by L&W to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. L&W shall review its files periodically during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, L&W shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE