

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

In re:	§	
	§	Chapter 11
	§	
RHODIUM ENCORE LLC, <i>et al.</i> , <sup>1</sup>	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	(Jointly Administered)
	§	

**THE AD HOC GROUP OF SAFE PARTIES' RESPONSE TO THE JOINT  
EMERGENCY MOTION OF DEBTORS AND LEHOTSKY KELLER COHN LLP  
TO CONTINUE HEARING ON APPLICATION FOR AN UPDATED  
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
LEHOTSKY KELLER COHN LLP AS SPECIAL LITIGATION COUNSEL**

1. The Ad Hoc Group of SAFE Parties (the “**SAFE AHG**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) of Rhodium Encore LLC and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), by and through its undersigned counsel, respectfully submits this response (the “**Response**”) to the *Joint Emergency Motion of Debtors and Lehotsky Keller Cohn LLP to Continue Hearing on Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 971] (the “**Adjournment Motion**”) seeking an “emergency” hearing concerning the date on which the Debtors’ second application<sup>2</sup> to retain Lehotsky Keller Cohn LLP (“**LKC**”) as counsel should be heard (the “**Hearing**”).

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), Rhodium Encore Sub LLC (1064), Rhodium Enterprises, Inc. (6290), Rhodium Industries LLC (4771), Rhodium Ready Ventures LLC (8618), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Renewables Sub LLC (9511), Rhodium Shared Services LLC (5868), and Rhodium Technologies LLC (3973). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

<sup>2</sup> See *Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 835] (the “**Second LKC Retention Application**”).



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2. As LKC knows, the SAFE AHG does not object to adjourning the Hearing from its currently scheduled date of April 28, 2025. The parties were in the process of meeting and conferring in an effort to identify a new, mutually agreeable date when, without prior notice to the SAFE AHG, LKC filed the Adjournment Motion. Resolution of LKC's bid to modify its existing fee arrangement could be material to issues the parties will seek to mediate beginning later this month. Accordingly, the SAFE AHG respectfully requests that the hearing be adjourned to May 1, 2025, with any replies or other submissions in further support of the Second LKC Retention Application due on or before April 28, 2025.

### **BACKGROUND**

3. LKC's retention was approved by the Court on October 14 2024 (the "**Retention Order**") in connection with a motion filed by the Debtors on September 22, 2024 (the "**First LKC Retention Application**" or "**First Motion**"). The Second LKC Retention Application was filed by the Debtors on March 6, 2025.<sup>3</sup> The Second LKC Retention Application asks the Court to modify the existing LKC retention agreement by approving a new contingent fee entered into between LKC and the Debtors on March 4, 2025, and set an objection deadline of March 27, 2025. On March 27, 2025, the SAFE AHG objected, Docket No. 891, contending that LKC must abide by the terms of its existing arrangement as embodied in the Retention Order.<sup>4</sup>

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<sup>3</sup> Quinn Emanuel Urquhart & Sullivan LLP signed both the First LKC Retention Application, and the Second LKC Retention Application. The LKC Motion, in contrast, is signed by the Stris law firm, purportedly on behalf of "Debtors Rhodium Encore LLC, et al." But Stris' retention in these cases was approved only for purposes of the Whinstone litigation, which has terminated. Recently, the Debtors moved to retain Stris to handle the Second LKC Retention Application, but provided no coherent explanation for their proposal to switch from Quinn, the Debtors' general bankruptcy counsel, to Stris, a boutique litigation firm, that had no apparent role. The Debtors' motion has not yet been heard, much less approved. The SAFE AHG reserves all of its rights, remedies, claims and defenses in that regard.

<sup>4</sup> The SAFE AHG's objection was not "belatedly raise[d]" as LKC contends, *see* Adjournment Motion ¶ 14, rather it was filed on the deadline established by the Debtors when they filed the Second LKC Retention Application on March 6, 2025.

4. On March 31, 2025, the Court scheduled the Second LKC Retention Application to be heard on April 28, 2025. At LKC's request, counsel for the SAFE AHG joined a conference call on April 2, 2025 during which LKC indicated (among other things) that it had a scheduling conflict on April 28, 2025 and preferred a different date. The SAFE AHG indicated it would agree to a reasonable proposed change to the hearing date to accommodate LKC's schedule. On April 7, 2025, LKC emailed to ask whether the SAFE AHG "would be able to do the hearing the week of the mediation on May 20." Ex. A at 1. On April 11, the SAFE AHG replied that the dates for the mediation had been advanced to April 28, 2025, and asked LKC to propose "another date or dates that are earlier please." *Id.*

5. On April 16, 2025, through its recently engaged counsel, LKC went backwards, proposing the week of June 2-6 for the hearing. Ex. B at 4. LKC claimed in a subsequent email that it planned to "conduct limited discovery." *Id.* at 3. The SAFE AHG noted its objection had been filed three weeks previously, that LKC had not served any discovery, and asked what discovery LKC thought necessary:

What discovery do you wish to take? As you know we filed our objection three weeks ago, and I don't believe I have seen any discovery requests served by LKC on anyone. If you have served discovery, please provide your requests to us so we can review. Certainly, I see no reason why LKC's desire for discovery relating to an objection filed on March 27 could reasonably require extending the hearing into June. Please explain why you appear to believe otherwise.

*Id.* at 2. LKC never responded to the SAFE AHG's inquiry concerning discovery.

6. Nevertheless, the SAFE AHG offered to proceed on May 20, 2025 – nearly two months from the date of its objection – provided that any replies or other further submission in support of the Second LKC Retention Application be filed on May 9, 2025. *Id.* at 3. The SAFE AHG made clear that it would prefer to proceed with the Hearing on May 1, 2025 (a date on which

another matter in these cases already is scheduled to be heard). As an accommodation, however, the SAFE AHG said it would agree to a different date in May, and even invited LKC to propose alternatives to the May 20 date they first offered. *Id.* at 1. LKC never responded to the SAFE AHG's invitation, and instead filed the Adjournment Motion.

7. Resolution of the Second LKC Retention Application is urgent, and LKC's last-minute bid for discovery does not justify the additional delay they seek. The parties will soon engage in mediation over the division of distributable proceeds remaining from the Whinstone transaction. The amounts LKC apparently intends to demand, or may demand, based on its new contingent fee agreement with the Debtors, amount to multiple millions of dollars. In the context of these cases, and the mediation, that is material. The uncertainty introduced by the Debtors Second LKC Retention Application already has prevailed since March 6, 2025; allowing it to continue through June could delay or frustrate progress at the mediation.

8. LKC's claim that it needs discovery does not warrant the delay it seeks. As an initial matter, LKC waited until late last night – nearly a month after the SAFE AHG's objection was filed – to serve discovery. Having sat on its hands for weeks, it is unfair for LKC now to insist on a substantial discovery-related delay. The discovery LKC belatedly served also is manifestly irrelevant. For example, LKC asks the SAFE AHG to “describe the date and circumstances under which” it “first learned about the alleged deficiencies” in the *First* LKC Retention Application. Ex. C at 7. But the SAFE AHG has no objection to the First LKC Retention Application, nor to the Court's Retention Order entered nearly seven months ago. On the contrary, the SAFE AHG will seek to enforce the existing LKC engagement according to its terms. None of the discovery served by LKC is even marginally relevant to the actual dispute before the Court – the Debtors'

application to *modify* LKC's existing engagement agreement pursuant to the Second LKC Retention Application.<sup>5</sup>

9. For the foregoing reasons, the SAFE AHG respectfully submits that the Hearing be adjourned to May 1, 2025, with April 28, 2025 set as the deadline for any further submissions in support of the Second LKC Retention Application.

### **RESERVATION OF RIGHTS**

10. This Response is submitted without prejudice to, and with a full reservation of, the SAFE AHG's rights, claims, defenses and remedies, including the right to amend, modify or supplement this Response to raise additional objections and to introduce evidence at any hearing relating to the Adjournment Motion or the Second LKC Retention Application, and without in any way limiting any other rights of the SAFE AHG to further respond to the Adjournment Motion or the Second LKC Retention Application, on any grounds, as may be appropriate.

*[The remainder of this page has been left blank intentionally.]*

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<sup>5</sup> The LKC discovery requests also call for manifestly privileged and work product information, and are otherwise objectionable. The SAFE AHG reserves all of its rights, remedies, claims and objections.

Dated: April 22, 2025

**AKIN GUMP STRAUSS HAUER & FELD LLP**

/s/ **DRAFT** Sarah Link Schultz

Sarah Link Schultz (State Bar No. 24033047;  
S.D. Tex. 30555)

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- and -

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*Counsel to the Ad Hoc Group of SAFE  
Parties*

**CERTIFICATE OF CONFERENCE**

I hereby certify that on April 22, 2025, counsel to the SAFE AHG conferred with counsel for the Debtors in a good faith effort to resolve the SAFE AHG's objections to the Motion. I hereby certify that we have engaged in and continue to engage in good faith discussions in an attempt to address the SAFE AHG's concerns. As of the filing of this Response, the dispute remains unresolved.

/s/ Sarah Link Schultz  
Sarah Link Schultz

**CERTIFICATE OF SERVICE**

I hereby certify that on April 22, 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.

/s/ **DRAFT** Sarah Link Schultz  
Sarah Link Schultz



# EXHIBIT A

## Stanley, Michael

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**From:** Hurley, Mitchell  
**Sent:** Friday, April 11, 2025 10:44 AM  
**To:** Jon Cohn  
**Cc:** Schultz, Sarah A.; Fox, Michael S.  
**Subject:** RE: Rhodium

Hey Jon, I adding Michael Fox here, who has filed a joinder to the objection.

The date for the mediation recently changed, as of this week it will now begin on April 28, not May 20. Can you propose another date or dates for the hearing that are earlier please?

Also, if our scheduling conversations should be addressed to LKC's counsel (or if you want to add them) please just let us know.

Regards,

**Mitchell P. Hurley**  
**Akin**

Direct: [+1 212.872.1011](tel:+1212.872.1011)

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**From:** Jon Cohn <[jon@lkcfirm.com](mailto:jon@lkcfirm.com)>  
**Sent:** Monday, April 7, 2025 4:24 PM  
**To:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Cc:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Subject:** Re: Rhodium

Mitch and Sarah, hi. Trying to get dates that work on my end is like herding cats, except cats respond better. Would you be able to do the hearing the week of the mediation on May 20? Happy to discuss.

Best,  
Jon

**Jonathan F. Cohn** | [Lehotsky Keller Cohn](#) | 202.538.1214

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**From:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Date:** Tuesday, April 1, 2025 at 5:44 PM  
**To:** Jon Cohn <[jon@lkcfirm.com](mailto:jon@lkcfirm.com)>  
**Cc:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Subject:** RE: Rhodium

Sure that works. Thanks.

**Mitchell P. Hurley**  
**Akin**

Direct: [+1 212.872.1011](tel:+1212.872.1011)

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**From:** Jon Cohn <[jon@lkcfirm.com](mailto:jon@lkcfirm.com)>  
**Sent:** Tuesday, April 1, 2025 5:33 PM  
**To:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Cc:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Subject:** Re: Rhodium

Sure, Mitch. How about 2pm CT?

Jon

Jonathan F. Cohn | [Lehotsky Keller Cohn](#) | 202.538.1214

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**From:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Date:** Tuesday, April 1, 2025 at 5:13 PM  
**To:** Jon Cohn <[jon@lkcfirm.com](mailto:jon@lkcfirm.com)>  
**Cc:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Subject:** RE: Rhodium

Hi Jon, I would be happy to speak. I am traveling Thursday and Friday, but have some availability tomorrow afternoon if that works. Please let me know. Thx.

Mitchell P. Hurley

[Akin](#)

Direct: [+1 212.872.1011](tel:+12128721011)

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**From:** Jon Cohn <[jon@lkcfirm.com](mailto:jon@lkcfirm.com)>  
**Sent:** Tuesday, April 1, 2025 3:42 PM  
**To:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Subject:** Rhodium

**\*\*EXTERNAL Email\*\***

Mitch, hi. I believe we met at the mediation.

If you have a moment, I was wondering if we could set up a Teams call.

Best,

Jon

Jonathan F. Cohn | [Lehotsky Keller Cohn](#) | 202.538.1214

# EXHIBIT B

## Stanley, Michael

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**From:** Hurley, Mitchell  
**Sent:** Wednesday, April 16, 2025 7:07 PM  
**To:** Wolfshohl, Joshua W.; Schultz, Sarah A.  
**Cc:** Fox, Michael S.; Dearman, Michael B.; Underwood, Charlotte; Schmeltz, Trace  
**Subject:** RE: LKC Hearing

Removing Stris again. Respectfully, it's not up to you or John Stokes to determine who represents the Debtors in connection with the Second LKC Fee Application, or otherwise in these cases. Certainly, Stris' existing retention does not extend to litigating the Second LKC Fee Application. Indeed, I suspect that is why Stris apparently has told you that a further retention application would be required for it to do so. Nor do we agree that expanding the scope of Stris' retention to replace Quinn on the Second LKC Fee Application makes financial (or other) sense. I am copying into this email counsel for the Special Committee. If there is a conflict involving Quinn relating to the LKC motion that I am not aware of, please identify the conflict.

Regarding the extension, I don't know why you characterize it as "fighting over two weeks." Our objection was filed March 27, the hearing currently is scheduled for April 28, and you have asked for an adjournment to as late as June 6. You claim you need the extra five weeks for "discovery," but have served none, and have ignored our request to identify the discovery you say you need. While parties will be at mediation April 28, another hearing was recently scheduled in these cases for May 1, and we would prefer to proceed on that day. As an accommodation, however, if you propose other days in May we will consider your proposal in good faith.

To the extent we cannot reach agreement on a date for the adjourned hearing, I suggest a joint email to Mr. Laws to see if we can arrange a brief status conference to get input from the Court on hearing timing, rather spend time and money on a "continuance motion."

I won't respond to the other claims and characterizations contained in your email other than to say we disagree with them in material part.

Regards,

**Mitchell P. Hurley**

**Akin**

Direct: [+1 212.872.1011](tel:+1212.872.1011)

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**From:** Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>  
**Sent:** Wednesday, April 16, 2025 5:28 PM  
**To:** Hurley, Mitchell <mhurley@AkinGump.com>; Schultz, Sarah A. <sschultz@AkinGump.com>  
**Cc:** Fox, Michael S. <MFox@olshanlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>; John Stokes <JStokes@stris.com>  
**Subject:** RE: LKC Hearing

Mitch,

Adding John Stokes back on the email because his firm will be representing the Debtors in connection with the LKC application. I understand this matter is within the scope of his firm's current retention but, out of an abundance of caution, the Debtors/Stris will be filing supplemental pleadings to that effect in the coming days. This also weighs in favor of pushing the hearing to early June.

On your question regarding discovery, I anticipate it will be served in the coming days. The couple of available days in May need to be set aside for depositions (if necessary). We are talking about a hearing the first week of June, provided you do not further delay proceedings by needlessly challenging Stris's supplement to its application, as do you did LKC's. The first week of June is not that far off and I don't think it is an unreasonable ask. I really don't think we should be fighting about 2 weeks but we can put you down as opposed in our continuance motion.

Needless to say, we completely disagree with your characterization of the Debtor's retention application. It absolutely does not "purport [] to change the terms" of LKC's retention. Having spoken to Jon about the circumstances of LKC's retention, it's disappointing you haven't corrected the record on that point. If that is not corrected, we intend to point that out to the Court.

Josh

**Joshua W. Wolfshohl** | Partner  
**Porter Hedges LLP**

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**From:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Sent:** Wednesday, April 16, 2025 9:55 AM  
**To:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Fox, Michael S. <[MFox@olshanlaw.com](mailto:MFox@olshanlaw.com)>; Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>  
**Subject:** RE: LKC Hearing

What discovery do you wish to take? As you know we filed our objection three weeks ago, and I don't believe I have seen any discovery requests served by LKC on anyone. If you have served discovery, please provide your requests to us so we can review. Certainly, I see no reason why LKC's desire for discovery relating to an objection filed on March 27 could reasonably require extending the hearing into June. Please explain why you appear to believe otherwise.

Regarding your question about timing, the Debtors' filed their second retention application, which purports to change the terms of your client's retention dramatically, about six weeks ago. That motion has the potential to materially impact the amount of value available for distribution to economic stakeholders in these cases, who are seeking to reach a compromise right now. We need to resolve the uncertainty created by the Debtors' motion (filed on March 6) as promptly as reasonably practical, and hopefully bring these cases to a close. Under the circumstances, expecting a hearing in May, in our view, is entirely reasonable. You say there are "few days in May" that work with the schedules of you, your client and the Debtors. Which days in May do work? I note your side already offered us May 20 (after your firm was retained), so I assume that's one of them. Please identify the others so we can discuss whether an agreement on timing can be reached without the joint-motion you refer to in your email.

Finally, I have removed the Stris firm from this correspondence. Retention of that firm was sought and approved solely for purposes of the Whinstone litigation, which has come to an end. The estates should not be asked to pay additional fees for Stris, and certainly not in connection with this retention application dispute.

Thanks.

**Mitchell P. Hurley**  
**Akin**

Direct: [+1 212.872.1011](tel:+1212.872.1011)

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**From:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Sent:** Wednesday, April 16, 2025 10:06 AM  
**To:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>; Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Fox, Michael S. <[MFox@olshanlaw.com](mailto:MFox@olshanlaw.com)>; Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>; [jstokes@stris.com](mailto:jstokes@stris.com)  
**Subject:** RE: LKC Hearing

Mitch,

There are several reasons this needs to be in early June. First, lining up my schedule, my client's schedule and the Debtors' counsel schedule, there are very few days in May that work. But more importantly, LKC plans to conduct limited discovery in connection with the amended application and the objection and we don't want to get jammed with the hearing date.

As this is the Debtors' application, I'm not really sure why your client wants this to go forward on a faster time track. If your client opposes a hearing in early-June, we will likely file a joint motion with the Debtors to continue the hearing to early June and put you down as opposed.

Josh

**Joshua W. Wolfshohl** | Partner  
**Porter Hedges LLP**

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**From:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Sent:** Tuesday, April 15, 2025 6:12 PM  
**To:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Fox, Michael S. <[MFox@olshanlaw.com](mailto:MFox@olshanlaw.com)>  
**Subject:** RE: LKC Hearing

June is too late for this, in our view. In his last email to us, Jon Cohn had proposed May 20 for the hearing. We thought that also was too long an adjournment, and asked him for earlier proposed dates. We would prefer to proceed on May 2 or May 5. However, we could probably live with May 20, if any replies to the objections are filed by May 9. Please let us know. Thanks.

**Mitchell P. Hurley**  
**Akin**

Direct: [+1 212.872.1011](tel:+1212.872.1011)

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**From:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Sent:** Tuesday, April 15, 2025 6:10 PM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Subject:** RE: LKC Hearing

Sarah and Mitch, I'm following up on the hearing date. Does the week of June 2-6 work for you?

**Joshua W. Wolfshohl** | Partner  
**Porter Hedges LLP**

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**From:** Wolfshohl, Joshua W.  
**Sent:** Monday, April 14, 2025 12:42 PM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Subject:** RE: LKC Hearing

Sarah,

As discussed, I am tracking down the information you requested about the LKC engagement terms and pre-petition billing.

For the hearing date, I've spoken to my client and we are available any day the first week of June (2-6). Please let me know if any of those dates work.

Josh

**Joshua W. Wolfshohl** | Partner  
**Porter Hedges LLP**

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**From:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Sent:** Monday, April 14, 2025 9:35 AM  
**To:** Patty Tomasco <[pattytomasco@quinnemanuel.com](mailto:pattytomasco@quinnemanuel.com)>  
**Cc:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Fox, Michael S. <[MFox@olshanlaw.com](mailto:MFox@olshanlaw.com)>; Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Subject:** RE: LKC Hearing

+ Mitch

We will discuss and come bac shortly.

**Sarah Link Schultz**  
**Akin**

Direct: +1 214.969.4367  
Pronouns: she/her/hers ([What's this?](#))

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**From:** Patty Tomasco <[pattytomasco@quinnemanuel.com](mailto:pattytomasco@quinnemanuel.com)>  
**Sent:** Monday, April 14, 2025 9:33 AM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Cc:** Joshua Wolfshohl ([JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)) <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Fox, Michael S. <[MFox@olshanlaw.com](mailto:MFox@olshanlaw.com)>  
**Subject:** LKC Hearing



**\*\*EXTERNAL Email\*\***

Sarah, Josh and Michael

The LKC retention hearing is currently set for the same day as mediation. In addition, the Debtors are focused on closing the Whinstone transaction and providing documents to the mediation data room and mediator. We suggest continuing the hearing to early June to allow for all of those contingencies to resolve. May I reach out to the Court dates to accommodate an agreed continuance? Please let me know today if possible. Thanks.

Patty Tomasco

Partner

**Quinn Emanuel Urquhart & Sullivan, LLP**

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# EXHIBIT C

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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, <i>et al.</i> , <sup>1</sup>	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

**LEHOTSKY KELLER COHN LLP’S NOTICE OF INTERROGATORIES TO AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS FROM  
AD HOC GROUP OF SAFE PARTIES**

To: The Ad Hoc Group of SAFE Parties, by and through their attorney of record, Sarah Link Schultz, Akin Gump Straus Hauer & Feld, LLP, 2300 N. Field Street, Suite 1800, Dallas, Texas 75201-2481, [sschultz@akingump.com](mailto:sschultz@akingump.com).

Please take notice that, pursuant to Rules 33 and 34 of the Federal Rules of Civil Procedure (the “**Federal Rules**”) as incorporated by rules 7033 and 7034 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Lehotsky Keller Cohn LLP (“**LKC**”), by and through their undersigned counsel, serves this notice of interrogatories attached hereto as **Exhibit A** and requests for production of documents attached hereto as **Exhibit B** on the Ad Hoc Group of SAFE Parties (the “**Ad Hoc Group**”). This notice is served in connection with the *Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 835] and objections thereto. Responses to interrogatories

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

and responsive documents shall be produced to the undersigned counsel for LKC no later than **May 21, 2025, at 5:00 p.m. (prevailing Central Time)**.

Please take further notice that LKC reserves its rights under title 11 of the United States Code (the “***Bankruptcy Code***”), the Federal Rules, the Bankruptcy Rules, the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “***Local Rules***”), and any applicable law regarding the subject matter of this Notice and to amend, supplement, and/or modify **Exhibits A and B** attached hereto in accordance with the Bankruptcy Code, the Federal Rules, the Bankruptcy Rules, the Local Rules, and other applicable law.

Please take further notice that LKC reserves its rights under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable law regarding the subject matter of this Notice and to seek one or more depositions of the Ad Hoc Group.

Dated: April 21, 2025  
Houston, Texas

Respectfully submitted,

/s/ Joshua W. Wolfshohl

Joshua W. Wolfshohl (TX Bar No. 24038592)

Michael B. Dearman (TX Bar No. 24116270)

**PORTER HEDGES LLP**

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mdearman@porterhedges.com

*Counsel to Lehotsky Keller Cohn LLP*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21st day of April, 2025, a true and correct copy of the foregoing was sent to the parties listed below by email:

**Debtors**

Patricia B. Tomasco  
Joanna D. Caytas  
Cameron Kelly  
Alain Jaquet  
QUINN EMANUEL URQUHART &  
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700 Louisiana Street, Suite 3900  
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Email: joannacaytas@quinnemanuel.com  
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- and -

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Email: pbrody@stris.com  
Email: hmarsh@stris.com

**Ad Hoc Group of SAFE Parties**

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Elizabeth D. Scott  
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- and -  
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**DLT Data Center 1 LLC**

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/s/ Joshua W. Wolfshohl  
Joshua W. Wolfshohl

**EXHIBIT A**

**INTERROGATORIES**

**DEFINITIONS**

1. “Ad Hoc Group” has the meaning ascribed to such term in the *First Supplemental Verified Statement of Ad Hoc Group of SAFE Parties Pursuant to Bankruptcy Rule 2019* [Case No. 24-90448 (ARP), Docket No. 607], including without limitation professionals representing the Ad Hoc Group.

2. “And,” “or,” and “and/or,” as used herein, shall be construed either conjunctively or disjunctively, as required by the context, to bring within the scope of these requests any information that might be deemed outside their scope by any other construction.

3. “Any,” “each,” or “all” should be understood to include and encompass one or more, or all.

4. “Chapter 11 Cases” means the jointly administered chapter 11 cases entitled *Rhodium Encore LLC et al.*, pending before the United States Bankruptcy Court, Southern District of Texas, under Case No. 24-90448 (ARP).

5. “Communication” means both the documentary and any non-documentary transmission of facts, data, or any other information, and all attachments and enclosures thereto, whether transmitted verbally, visually, in writing, electronically, or by any other means or media from one person to another person; the non-documentary transmission of information shall include but not be limited to oral statements, telephone conversations, recorded voicemail messages, negotiations, conferences or meetings, however formal or informal. The term also includes information relating to oral communications and written communications, whether or not any such information or writings were themselves transmitted by their author or any other persons.

6. “Concerning” means referring to, relating to, constituting, in connection with, alluding to, supporting, refuting, reflecting, touching upon, involving, pertaining to, explaining, containing, recording, summarizing, showing, disclosing, setting forth, discussing, describing, evaluating, analyzing, or evidencing.

7. “Debtors” means the debtors and debtors-in-possession identified in the jointly administered Chapter 11 Cases, and their predecessors and predecessors-in-interest, including but not limited to the Debtors’ professionals in the Chapter 11 Cases and any employees or independent contractors of the Debtors.

8. “Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A), including but not limited to all writings, drawings, graphs, charts, photographs, sound recordings, images, electronically stored information, and other data or data compilations. This includes documents stored in any medium from which information can be obtained either directly or, if

necessary, after translation by the responding party into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of this term.

9. “Including” and “include” mean “including but not limited to.”
10. “Objection” means the *Objection of the Ad Hoc Group of SAFE Parties to Debtors’ Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 891].
11. “Original Application” means the *Application for Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 173]
12. “Original Engagement Letter” means the engagement letter between Rhodium 30MW LLC, Rhodium JV LLC, Air HPC LLC, and Jordan HPC LLC and LKC, dated as of May 16, 2023.
13. “Person” means natural persons, firms, associations, agencies, and/or other organizations and entities cognizable by law, including private corporations, public corporations, partnerships, unincorporated associations, offices, governments, governmental or political entities.
14. “Regarding,” “related to,” “relate to,” “relating to,” “referred to,” “refer to,” and “referring to” mean having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, constituting, showing, memorializing, describing, analyzing, reflecting, pertaining to, compromising, identifying, discussing, evidencing, or otherwise establishing a reasonable, logical, or causal connection.
15. “Relevant Period” means August 1, 2024 through and including the date of this Notice, unless otherwise indicated.
16. “Updated Application” means the *Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 835].
17. “Updated Engagement Letter” means the engagement letter between the Debtors and LKC, dated as of March 4, 2025.
18. “You” and “Your” shall mean the Ad Hoc Group.

### **INSTRUCTIONS FOR RESPONSES TO INTERROGATORIES**

1. Each Interrogatory and each sub-part of each Interrogatory shall be answered separately. Each answer shall first set forth verbatim the Interrogatory to which it is responsive. Interrogatories or sub-parts thereof shall not be combined for the purpose of supplying an answer. The answer to an Interrogatory or a sub-part should not be supplied by referring to the answer to another Interrogatory or sub-part thereof, unless the Interrogatory or sub-part referred to supplies a complete and accurate answer to the Interrogatory or sub-part being answered.

2. Where facts set forth in any answer, response, or portion thereof are supplied on information and belief, rather than actual knowledge, please state and specifically describe or identify the source or sources of such information and belief.

3. If you cannot answer an Interrogatory in full after exercising due diligence to secure the information requested, state an answer to the fullest extent possible, specifying your inability to answer the remainder and stating whatever information or knowledge you have concerning the answered portion.

4. If you contend an Interrogatory requests information that is unduly burdensome to compile, then identify in detail the records from which the answer to the Interrogatory may be derived or ascertained and afford LKC an opportunity to examine, audit and make copies, compilations and summaries of same.

5. Pursuant to Rule 26 of the Federal Rules of Civil Procedure, you shall reasonably amend your answers to the following Interrogatories if the Interrogatory relates to expert witnesses or to persons having knowledge of facts relevant to this proceeding or if subsequent to the date of service of such answers you obtain information upon the basis of which (i) you know the answer was incorrect when made, or (ii) you know that the answer though correct when made is no longer true and circumstances are such that the failure to amend the answer is in substance a knowing concealment.

6. When you are directed to “describe” a particular allegation or event, you are requested to state in your answer and identify (including documents and persons) all facts relevant to the particular allegation or event.

7. When you are directed to “state the basis of” a particular contention, allegation or defense, you are requested to state in your answer and identify all facts (including documents and person) and the identify of each and every communication and each and every legal theory that you think supports, refers to, or evidences such contention, allegation or defense.



## **INTERROGATORIES**

### **INTERROGATORY NO. 1**

Describe the date and circumstances under which the Ad Hoc Group first learned about the alleged deficiencies in the Original Application, which alleged deficiencies are described in the Ad Hoc Group's Objection, ¶ 2.

### **INTERROGATORY NO. 2**

List (i) all persons you communicated with, and (ii) the date on which you communicated with each such person, regarding any purported issues the Ad Hoc Group alleges with the Original Application or Original Engagement Letter.

### **INTERROGATORY NO. 3**

Describe all reasons why you did not inform LKC directly regarding any alleged deficiencies with the Original Application and/or the Original Engagement Letter.

### **INTERROGATORY NO. 4**

List the fees Akin Gump Straus Hauer & Feld LLP has earned to date in connection with contesting the Debtors' Updated Application.

## **EXHIBIT B**

### **REQUESTS FOR PRODUCTION**

#### **DEFINITIONS**

1. “Ad Hoc Group” has the meaning ascribed to such term in the *First Supplemental Verified Statement of Ad Hoc Group of SAFE Parties Pursuant to Bankruptcy Rule 2019* [Case No. 24-90448 (ARP), Docket No. 607], including without limitation professionals representing the Ad Hoc Group.

2. “And,” “or,” and “and/or,” as used herein, shall be construed either conjunctively or disjunctively, as required by the context, to bring within the scope of these requests any information that might be deemed outside their scope by any other construction.

3. “Any,” “each,” or “all” should be understood to include and encompass one or more, or all.

4. “Chapter 11 Cases” means the jointly administered chapter 11 cases entitled *Rhodium Encore LLC et al.*, pending before the United States Bankruptcy Court, Southern District of Texas, under Case No. 24-90448 (ARP).

5. “Communication” means both the documentary and any non-documentary transmission of facts, data, or any other information, and all attachments and enclosures thereto, whether transmitted verbally, visually, in writing, electronically, or by any other means or media from one person to another person; the non-documentary transmission of information shall include but not be limited to oral statements, telephone conversations, recorded voicemail messages, negotiations, conferences or meetings, however formal or informal. The term also includes information relating to oral communications and written communications, whether or not any such information or writings were themselves transmitted by their author or any other persons.

6. “Concerning” means referring to, relating to, constituting, in connection with, alluding to, supporting, refuting, reflecting, touching upon, involving, pertaining to, explaining, containing, recording, summarizing, showing, disclosing, setting forth, discussing, describing, evaluating, analyzing, or evidencing.

7. “Debtors” means the debtors and debtors-in-possession identified in the jointly administered Chapter 11 Cases, and their predecessors and predecessors-in-interest, including but not limited to the Debtors’ professionals in the Chapter 11 Cases and any employees or independent contractors of the Debtors.

8. “Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A), including but not limited to all writings, drawings, graphs, charts, photographs, sound recordings, images, electronically stored information, and other data or data compilations. This includes documents stored in any medium from which information can be obtained either directly or, if

necessary, after translation by the responding party into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of this term.

9. “Including” and “include” mean “including but not limited to.”
10. “Objection” means the *Objection of the Ad Hoc Group of SAFE Parties to Debtors’ Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 891].
11. “Original Application” means the *Application for Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 173]
12. “Original Engagement Letter” means the engagement letter between Rhodium 30MW LLC, Rhodium JV LLC, Air HPC LLC, and Jordan HPC LLC and LKC, dated as of May 16, 2023.
13. “Person” means natural persons, firms, associations, agencies, and/or other organizations and entities cognizable by law, including private corporations, public corporations, partnerships, unincorporated associations, offices, governments, governmental or political entities.
14. “Regarding,” “related to,” “relate to,” “relating to,” “referred to,” “refer to,” and “referring to” mean having any relationship or connection to, concerning, being connected to, commenting on, responding to, containing, constituting, showing, memorializing, describing, analyzing, reflecting, pertaining to, compromising, identifying, discussing, evidencing, or otherwise establishing a reasonable, logical, or causal connection.
15. “Relevant Period” means August 1, 2024 through and including the date of this Notice, unless otherwise indicated.
16. “Updated Application” means the *Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Case No. 24-90448 (ARP), Docket No. 835].
17. “Updated Engagement Letter” means the engagement letter between the Debtors and LKC, dated as of March 4, 2025.
18. “You” and “Your” shall mean the Ad Hoc Group.

### **INSTRUCTIONS FOR PRODUCTION**

1. The preceding Definitions apply to these Instructions and each of the Requests for Production.
2. Unless otherwise noted, the dates applicable to the Requests for Production set forth herein are for the Relevant Period, and each request covers any and all documents created, dated, sent, received or in effect at any time during the Relevant Period.
3. The use of the singular form of any word includes the plural and vice versa.
4. The use of the past tense of any verb includes the present tense and vice versa.
5. The connectives “and” and “or” shall be construed conjunctively or disjunctively as necessary to make each request for production inclusive rather than exclusive; to bring within the scope of the request all Documents and Communications and responses that otherwise might be construed to be outside the scope of the request.
6. If any Documents have been withheld from production on the basis of a claim of privilege or exemption from discovery, please furnish the following information for each such Documents:
  - a. The place, date(s) (or appointment date) the Document was generated or prepared;
  - b. The name, address, title and telephone number of the author(s) of the Document;
  - c. The description or summary of the content of the Document (e.g., letter, deed, memorandum, etc.)
  - d. The name, address, title and telephone number of any indicated recipient(s) of the Document;
  - e. The name, address, title and telephone number of every person to whom the Document of the contents thereof has ever been disclosed, communicated, exhibited, read or summarized and the date(s) and circumstances of each such disclosure.
  - f. The subject matter of the Document;
  - g. A statement of the basis for claiming privilege or exemption from discovery.
7. Where Documents or Communications in the possession of a legal entity are requested, such request includes the entity’s employees, advisors, attorneys, representatives, agents, members, partners, officers, directors, independent contractors, successors and assigns, and all other persons acting for or on behalf of any one or more of them.
8. Please produce responsive Documents as they have been kept in the usual course of business.

9. If there are no Documents responsive to any particular request, please state so in writing.

10. Where only a portion of a Document relates or refers to the subject of a request, the entire Document is to be produced nevertheless, inclusive of any and all attachments, appendices, and exhibits.

11. If a responsive Document was, but no longer is, within Your possession, custody or control, please state in detail: (i) the type of Document and the author(s), sender(s), recipient(s) and copyee(s) of the Document; (ii) a summary of the contents of the Document; (iii) what disposition was made of such Document; (iv) the date of such disposition; (v) whether the original or a copy thereof is within the possession, custody or control of any other person; and (vi) if the answer to (v) is affirmative, the identity of such person.

12. The requests herein are to be deemed continuing so as to require further and supplemental productions if You discover, receive, or generate additional responsive Documents between the time of Your original production and the time of the final hearing held in this action.

13. All Documents produced in response to this request shall be produced *en toto* notwithstanding the fact that portions thereof may contain information not requested, and shall include interim and drafts as well as final editions of the document, and shall include all additions or copies of a Document which are not identical to (whether due to handwritten notation, or revisions, or otherwise) the original produced copy of the Document.

14. Any Documents produced pursuant to this request shall be produced on a category-by-category basis as requested herein.

15. Whenever in this itemized list of documents to be produced there is a reference to a named corporation, partnership, or association, the reference includes: (1) the corporation, partnership, or association; (2) its subsidiaries, groups, divisions, affiliates, and other organization units, and their predecessors and successors; and (3) each officer, director, representative, employee, partner, and agent of each of the foregoing, whether or not acting within the scope of his or her employment, representation or agency.

## **REQUESTED FORMAT FOR PRODUCTION OF DOCUMENTS**

### **All Documents:**

All documents produced must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC000001). This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Any document that contains essential color should be produced in color. “Essential color” is defined as color that is essential to the understanding of the document, such as the color in charts, maps, graphs, and photographs. The acceptable format for color documents is color JPEG images. Color TIFF images are not acceptable.

### **Hard Copy Documents:**

For documents that only exist in hard copy and not electronic form, please produce those documents as Group IV compressed single-page, black and white, TIFF or color JPEG images named by Bates number. Provide standard LFP and OPT image load files with an image key containing the same image names/Bates numbers as the corresponding images. All TIFF/JPEG images must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC000001). The LFP and OPT load files should accurately reflect logical document breaks. OCR should be provided as document level text files with an LST load file or as a linked path in a delimited text file (a .DAT file).

Fielded data for hard copy documents should be provided in a delimited text file with the following delimiters:

- Field separator = | (ASCII character 124) or , (ASCII character 020)
- Quote character = ¨ (ASCII character 254)
- Multi-entry delimiter = ; (ASCII character 059)
- Return value in data = ~ (ASCII character 126)

The fielded data should include but not be limited to the following:

- Beg Doc
- End Doc
- Beg Attach
- End Attach
- Page Count
- Custodian
- Location (file cabinet, box, or any other source information that helps identify and track the documents)
- Confidential Designation
- Redacted Status
- Production Volume
- Path to Extracted Text File

**Electronic Documents:**

Please produce email, attachments, and loose native files as Group IV compressed single-page, black and white, TIFF or color JPEG images named by Bates number. Provide standard LFP and OPT image load files with an image key containing the same image names/Bates numbers as the corresponding images. All TIFF/JPEG images must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC0000001). Extracted text or OCR should be provided as document level text files with an LST load file or as a linked path in a delimited text file (a .DAT file).

Emails and attachments shall be produced as sequentially numbered documents, and the family grouping shall be established by use of Beginning Attachment and Ending Attachment fields.

Additionally, Excel files, spreadsheets, database files, audio files, video files, AutoCAD drawings, or any non-printable or unsupported file types should be produced in their native format with a linked path in the .DAT file. A placeholder image with basic identifying information (File Name and Bates number) should be provided. If counsel requests native files of other specific documents, opposing counsel will comply as long as the request is not overly burdensome or frivolous.

Metadata for emails, attachments, and e-documents (loose native files) should be provided in a delimited text file with the following delimiters:

- Field separator = | (ASCII character 124) or , (ASCII character 020)
- Quote character = p (ASCII character 254)
- Multi-entry delimiter = ; (ASCII character 059)
- Return value in data = ~ (ASCII character 126)

The metadata fields should include but not be limited to the following:

- Beg Doc
- End Doc
- Beg Attach
- End Attach
- Page Count
- Production Volume
- Media Type (i.e., Email, Attachment, Attached Email, Loose Edoc, Attached Edoc)
- Document Date (MM/DD/YYYY - The date of the document. For emails, the metadata will reflect the date the email was sent; for other documents, the field will reflect the last date on which the document was saved, to the best extent possible.)
- Family Date (MM/DD/YYYY)
- Family Time (MM/DD/YYYY hh:mm:ss)
- Date Sent (MM/DD/YYYY)
- Time Sent (MM/DD/YYYY hh:mm:ss)

- Date Received (MM/DD/YYYY)
- Time Received (MM/DD/YYYY hh:mm:ss)
- Date Created (MM/DD/YYYY)
- Time Created (MM/DD/YYYY hh:mm:ss)
- Date Last Modified (MM/DD/YYYY)
- Time Last Modified (MM/DD/YYYY hh:mm:ss)
- Date Last Accessed (MM/DD/YYYY)
- Time Last Accessed (MM/DD/YYYY hh:mm:ss)
- Author
- From
- To
- CC
- BCC
- Domain From
- Domain To
- Domain CC/BCC
- Domain Combined
- Subject
- MsgID
- MD5Hash
- SHA1Hash
- File Size (whole integer)
- File Extension
- File Name
- Original Folder or Pathway
- Application
- Attachment Count
- Attachment Titles
- Doc Title
- File/Doc Type (if different from Media)
- Custodian
- Confidential Designation
- Redacted Status
- Native Path
- Extracted Text Path

In the event the volume of loose natives becomes excessively large and thereby exceedingly costly to process, counsel will notify opposing counsel and the parties will consider alternatives to a tiff/jpeg production.

**Production Media:**

Please provide all production deliverables on external USB drives or via secure FTP link.



**REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1**

All Documents and Communications with any person during the Relevant Period concerning the retention of LKC by the Debtors' estates.

**REQUEST FOR PRODUCTION NO. 2**

All Documents and Communications with any person during the Relevant Period concerning the Debtors' Original Engagement Letter.

**REQUEST FOR PRODUCTION NO. 3**

All Documents and Communications between the Ad Hoc Group and the Debtors regarding LKC's contingency fee arrangement with the Debtors—including but not limited to communications that Michael Robinson had with the counsel for the Ad Hoc Group regarding the contingency fee.

**REQUEST FOR PRODUCTION NO. 4**

All Documents and Communications with any person concerning LKC during the Relevant Period.