

**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 FIRST SET OF  
REQUESTS FOR PRODUCTION AND INTERROGATORIES TO DEBTORS  
PURSUANT TO BANKRUPTCY RULE 2004**

**To: The above-captioned Debtors and Debtors in Possession, by and through their attorney of record, Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan LLP, 700 Louisiana St., Suite 3900, Houston, Texas 77002, pattytomasco@quinnemanuel.com**

Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Lehotsky Keller Cohn LLP (“**LKC**”) propounds the following requests for production (attached hereto as **Exhibit A**) and the following interrogatories (attached hereto as **Exhibit B**) to the Debtors. You are required to produce the documents requested herein and answer the interrogatories fully and separately in writing by no later than **September 5, 2025 at 5:00 p.m.** (prevailing Central Time), subject to the following definitions and instructions.

LKC reserves its rights under title 11 of the United States Code, the Bankruptcy Rules, the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas, and any applicable law regarding the subject matter of this notice to amend, supplement, and/or modify **Exhibit A** or **Exhibit B** attached hereto.

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<sup>1</sup> 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.



Dated: August 7, 2025  
Houston, Texas

Respectfully submitted,

/s/ William T. Thompson

William T. Thompson

Todd Disher

Alexis Swartz

Lehotsky Keller Cohn LLP

408 W. 11<sup>th</sup> Street, Fifth Floor

Austin, TX 78701

Email: will@lkcfirm.com

Email: todd@lkcfirm.com

Email: alexis@lkcfirm.com

Joshua W. Wolfshohl (TX Bar No. 24038592)

Michael B. Dearman (TX Bar No. 24116270)

**PORTER HEDGES LLP**

1000 Main Street, 36th Floor

Houston, Texas 77002

Telephone: (713) 226-6000

Facsimile: (713) 226-6248

jwolfshohl@porterhedges.com

mdearman@porterhedges.com

*Counsel to Lehotsky Keller Cohn LLP*

**CERTIFICATE OF SERVICE**

This is to certify that on August 7, 2025, a true and correct copy of this document was served by electronic transmission through the CM/ECF for the United States Bankruptcy Court for the Southern District of Texas and by electronic mail on the following parties:

**The Debtors**

Patricia B. Tomasco

Cameron Kelly

Alain Jaquet

QUINN EMANUEL URQUHART & SULLIVAN, LLP

700 Louisiana Street, Suite 3900

Houston, Texas 77002

Telephone: 713-221-7000

Facsimile: 713-221-7100

Email: pattytomasco@quinnemanuel.com

Email: cameronkelly@quinnemanuel.com

Email: alainjaquet@quinnemanuel.com

- and -

Eric Winston

Razmig Izakelian

865 S. Figueroa Street, 10th Floor

Los Angeles, California 90017

Telephone: 213-443-3000

Facsimile: 213-443-3100

Email: ericwinston@quinnemanuel.com

Email: razmigizakelian@quinnemanuel.com

/s/ William T. Thompson

William T. Thompson

**EXHIBIT A**

**REQUESTS FOR PRODUCTION**

**DEFINITIONS**

1. The words “all” and “any” shall be construed to mean each and every.
2. The words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make a given Request for Production inclusive rather than exclusive.
3. The words “Person” or “Persons” shall be construed in the broadest way possible to include, without limitation, individuals or entities of any type, including without limitation natural persons, governments, agencies, quasi-public entities, corporations, partnerships, associations, groups, mutual or joint ventures, trusts, estates, and any other legal entities and divisions, departments, organizations, associations, or units.
4. The words “You,” “Your,” and “Yours” mean the Debtors in the above-captioned Chapter 11 cases, including their representative officers, directors, employees, agents, attorneys, consultants, advisors, and any other person acting or purporting to act on their behalf.
5. “Whinstone Dispute” means any and all claims, counterclaims, cross-claims, third-party claims, causes of action, liabilities, damages, losses, costs, expenses, and other legal or equitable remedies arising from, relating to, or in connection with any litigation, arbitration, mediation, administrative proceeding, or other dispute resolution process, whether pending, completed, threatened, contemplated, or potential, between You and Whinstone US, Inc. and/or Riot Platforms, Inc., and/or their respective affiliates, subsidiaries, predecessors, successors, assigns, officers, directors, employees, agents, or representatives.
6. “Valuation” or “Value” means any assessment, determination, calculation, estimate, analysis, or opinion regarding the worth, fair market value, enterprise value, equity value, or similar measure of Debtors’ assets, legal claims, damages, liability exposure, or other financial aspects related

to the Whinstone Dispute or potential resolution thereof. It also includes any allocation of any settlement proceeds (actual, projected, or hypothetical) among assets, legal claims, or types of damages arising from, relating to, or in connection with the Whinstone Dispute.

7. The term “Settlement Authority” means any monetary limit, range, or specific amount that was established authorized, approved, or communicated for purposes of settlement negotiations, mediation, or other alternative dispute resolution proceedings related to the Whinstone Dispute, including but not limited to: (a) any maximum amount authorized to be authorized or accepted in settlement; (b) any minimum amount below which settlement would not be acceptable; (c) any range of settlement amounts deemed acceptable; (d) any specific settlement target or goal amount; (e) any budget, reserve, or monetary allocation set aside for potential settlement of the Whinstone Dispute.

8. “Communication” means any transmission of information, both internal and with third parties, including but not limited to conversations, discussions, meetings, telephone calls, correspondence, memoranda, telegrams, cables, letters, emails, text messages, social media exchanges, and any other form written or oral communication.

9. The terms “concerning,” “regarding” and “relating to” mean consisting of, referring to, involving, describing, mentioning, evidencing, constituting or having any legal, logical, evidential, or factual connection with the subject matter designated in any paragraph of these Requests for Production.

10. The terms “Document” or “Documents” mean any written, recorded, or graphic matter, however produced or reproduced, including without limitation correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, notations of conversations or meetings, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, analyses, returns, estimates, projections, or any other written printed, typed, or other

graphic or recorded matter of any kind or nature, and any draft versions thereof.

11. The word “including” means including without limitation. Under no circumstance shall the word “including,” or any list of examples following the word “including,” be construed in a manner that would narrow the scope of the Request for Production.

12. Please construe all terms and Requests for Production as broadly as possible.

### **INSTRUCTIONS**

1. These Requests for Production shall be continuing in nature. If, after providing information responsive to these Requests, additional responsive documents or things become available to you, you are required to provide such documents or things in a supplemental production.

2. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party’s agents, representatives, and unless privileged, attorneys, as well as knowledge of persons who were agents or representatives at the time in question.

3. If you object to any of these Requests for Production, then you must state the reason for your objection.

4. The Requests for Production shall be construed to include the past tense and the past tense shall be construed to include the present tense as necessary to bring within the scope of these Requests any document or thing that might otherwise be construed to be outside their scope.

5. The singular shall be construed to include the plural and the plural shall be construed to include the singular as necessary to bring within the scope of these Requests for production any document or thing that might otherwise be construed to be outside their scope.

6. In the event that any document or thing is withheld or is not produced by reason of a claim of privilege, work product, or any other reason, you must produce a privilege log that complies with the federal rules, agreement of the parties, and any applicable Court order.

**REQUESTS FOR PRODUCTION**

1. All Documents, including Communications, relating to any Valuation You created, reviewed, used, or relied upon in setting, obtaining, or approving any Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute, including but not limited to:
  - a) Financial models, spreadsheets, calculations, analyses, and work papers;
  - b) Expert reports, appraisals, opinions, or other professional analyses; and
  - c) Comparable transactions, comparable companies, or other benchmarks used or considered in the valuation analysis.
2. All Documents, including Communications, relating to the engagement of financial advisors, investment bankers, appraisers, valuation experts, accountants, tax advisors, or other professionals to assist in preparing any Valuation You created, reviewed, used, or relied upon in setting, obtaining, or approving any Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute.
3. All Documents, including Communications, relating to the tax consequences of any Valuation.
4. All Documents, including Communications, related to the fees owed, or that may be owed, to Lehotsky Keller Cohn LLP by the Debtors.

**EXHIBIT B**

**INTERROGATORIES**

**DEFINITIONS**

2. The words “all” and “any” shall be construed to mean each and every.

3. The words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make a given Interrogatory inclusive rather than exclusive.

4. The words “Person” or “Persons” shall be construed in the broadest way possible to include, without limitation, individuals or entities of any type, including without limitation natural persons, governments, agencies, quasi-public entities, corporations, partnerships, associations, groups, mutual or joint ventures, trusts, estates, and any other legal entities and divisions, departments, organizations, associations, or units.

5. The words “You,” “Your,” and “Yours” mean the Debtors in the above-captioned Chapter 11 cases, including their representative officers, directors, employees, agents, attorneys, consultants, advisors, and any other person acting or purporting to act on their behalf.

6. “Whinstone Dispute” means any and all claims, counterclaims, cross-claims, third-party claims, causes of action, liabilities, damages, losses, costs, expenses, and other legal or equitable remedies arising from, relating to, or in connection with any litigation, arbitration, mediation, administrative proceeding, or other dispute resolution process, whether pending, completed, threatened, contemplated, or potential, between You and Whinstone US, Inc. and/or Riot Platforms, Inc., and/or their respective affiliates, subsidiaries, predecessors, successors, assigns, officers, directors, employees, agents, or representatives.

7. “Valuation” or “Value” means any assessment, determination, calculation, estimate, analysis, or opinion regarding the worth, fair market value, enterprise value, equity value, or similar



measure of Debtors' assets, legal claims, damages, liability exposure, or other financial aspects related to the Whinstone Dispute or potential resolution thereof. It also includes any allocation of any settlement proceeds (actual, projected, or hypothetical) among assets, legal claims, or types of damages arising from, relating to, or in connection with the Whinstone Dispute.

8. The term "Settlement Authority" means any monetary limit, range, or specific amount that was established authorized, approved, or communicated for purposes of settlement negotiations, mediation, or other alternative dispute resolution proceedings related to the Whinstone Dispute, including but not limited to: (a) any maximum amount authorized to be authorized or accepted in settlement; (b) any minimum amount below which settlement would not be acceptable; (c) any range of settlement amounts deemed acceptable; (d) any specific settlement target or goal amount; (e) any budget, reserve, or monetary allocation set aside for potential settlement of the Whinstone Dispute.

9. "Communication" means any transmission of information, both internal and with third parties, including but not limited to conversations, discussions, meetings, telephone calls, correspondence, memoranda, telegrams, cables, letters, emails, text messages, social media exchanges, and any other form written or oral communication.

10. The terms "concerning," "regarding" and "relating to" mean consisting of, referring to, involving, describing, mentioning, evidencing, constituting or having any legal, logical, evidential, or factual connection with the subject matter designated in any paragraph of these Interrogatories.

11. The terms "Document" or "Documents" mean any written, recorded, or graphic matter, however produced or reproduced, including without limitation correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, notations of conversations or meetings, bulletins, printed matter, computer printouts, teletypes,

invoices, transcripts, analyses, returns, estimates, projections, or any other written printed, typed, or other graphic or recorded matter of any kind or nature, and any draft versions thereof.

12. The word “including” means including without limitation. Under no circumstance shall the word “including,” or any list of examples following the word “including,” be construed in a manner that would narrow the scope of the Interrogatory.

13. Please construe all terms and Interrogatories as broadly as possible.

### **INSTRUCTIONS**

1. These Interrogatories shall be continuing in nature. If, after providing information responsive to these Interrogatories, additional information becomes available to you, you are required to provide such additional information in a supplemental response.

2. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party’s agents, representatives, and unless privileged, attorneys, as well as knowledge of persons who were agents or representatives at the time in question.

3. If you are unable to answer or respond fully to any of these Interrogatories, answer or respond to the extent possible and specify the reasons for your inability to answer or respond in full.

4. If you object to any of these Interrogatories, then you must state the reason for your objection.

5. The Interrogatories shall be construed to include the past tense and the past tense shall be construed to include the present tense as necessary to bring within the scope of these Interrogatories any document or other information that might otherwise be construed to be outside their scope.

6. The singular shall be construed to include the plural and the plural shall be construed to include the singular as necessary to bring within the scope of these Interrogatories any document or other information that might otherwise be construed to be outside their scope.

7. In the event that any information is withheld or is not produced by reason of a claim of privilege, work product, or any other reason, you must produce a privilege log that complies with the federal rules, agreement of the parties, and any applicable Court order.

8. If the information furnished in answer to all or any part of an Interrogatory is not within the personal knowledge of the Respondent, identify each person to whom all or any part of the information furnished is a matter of personal knowledge, and each person who communicated to the Respondent any part of the information furnished.

### **INTERROGATORIES**

1. Identify each Person who participated in preparing, reviewing, or approving any Valuation You created, reviewed, used, or relied upon in setting, obtaining, or approving any Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute, including:

- a) The name, title, employer, address, and telephone number of each such Person;
- b) Each Person's specific role in the valuation process;
- c) The qualifications of any financial advisor, investment banker, appraiser, valuation expert, accountant, tax advisor, or other professional engaged to assist in preparing such Valuations;
- d) The compensation paid to each such professional; and
- e) The scope of each professional's engagement.

2. Identify each Document You created, reviewed, used, or relied upon in setting, obtaining, or approving any Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute, including but not limited to financial statements, business plans, projections, appraisals, expert reports, tax analyses, and market analyses.

3. Identify all Documents, including Communications, relating to the tax consequences of any Valuation You created, reviewed, used, or relied upon in setting, obtaining, or approving any

Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute.

4. Describe all Communications between You and any other Person regarding any Valuation You created, reviewed, used, or relied upon in setting, obtaining, or approving any Settlement Authority or negotiating or reaching any settlement in the Whinstone Dispute, and identify all parties with whom You exchanged such Communications.

5. Describe all Communications between You and any other Person regarding the fees owed, or that may be owed, to Lehotsky Keller Cohn LLP by the Debtors, and identify all parties with whom You exchanged such Communications.