

ENTERED
October 28, 2025
Nathan Ochsner, Clerk

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

IN RE: §
§ **CASE NO: 24-90448**
RHODIUM ENCORE LLC, et al., §
Debtors. § **Jointly Administered**
§ **CHAPTER 11**

**REPORT AND RECOMMENDATION TO THE DISTRICT
COURT REGARDING MIDAS GREEN TECHNOLOGIES, LLC’S
MOTION TO WITHDRAW THE REFERENCE**

Midas Green Technologies, LLC (“Midas Green”) moves for the District Court to withdraw the reference of Debtors’ motion for summary judgment on their omnibus objection to certain proofs of claim filed by Midas Green (the “Claims Objections”) and Debtors’ motion to estimate contingent and unliquidated claims of Midas Green (the “Estimation Motion”).¹ For the reasons explained below, the Court recommends that the District Court deny the motion to withdraw the reference.

BACKGROUND

On August 24, 2024, Rhodium Encore LLC, Jordan HPC LLC, Rhodium JV LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, and Rhodium 30MW LLC each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Initial Debtors”). The Initial Debtors’ cases are jointly administered as *In re Rhodium Encore LLC, et al.*, Case No. 24-90448 (ARP). On August 29, 2024, additional affiliates of the Initial Debtors also filed for chapter 11 relief: Rhodium Technologies LLC, Rhodium Enterprises Inc., Rhodium Renewables LLC, Rhodium Ready Ventures LLC, Rhodium Industries LLC, Rhodium Shared Services LLC, Rhodium Renewables Sub LLC, Rhodium 30MW Sub LLC, Rhodium Encore Sub LLC, Rhodium 10MW Sub LLC, Rhodium 2.0 Sub LLC, Air HPC LLC, and Jordan HPC Sub

¹ ECF No. 1579.



LLC (these parties together with the Initial Debtors, are the “Debtors” or “Rhodium”).

Debtors were previously engaged in an industrial-scale Bitcoin mining operation.² Integral to Debtors’ operations were liquid-cooled Bitcoin miners located at sites in Rockdale, Texas and Temple, Texas.³

In 2022, Midas Green sued various Rhodium entities⁴ in the U.S. District Court for the Western District of Texas, alleging multiple claims of patent infringement of its immersion cooling systems held under U.S. Patent No. 10,405,457 (the ‘457 Patent) and U.S. Patent No. 10,820,446 (the ‘446 Patent).⁵ The case progressed through extensive discovery, including over 130 hours of depositions, 6 expert reports, 699 pages of written discovery, and over 700,000 pages of production documents.⁶ During the course of the litigation, Midas Green dismissed the claims of infringement of the ‘446 Patent and only continued to pursue two claims of infringement of the ‘457 Patent.⁷ In March 2024, Rhodium moved for summary judgment on those two claims.⁸

On April 9, 2024, the court held a pretrial conference. During the conference, the court granted Rhodium’s *Daubert* motion to exclude portions of Midas Green’s expert’s testimony.⁹ Regarding Rhodium’s motion for summary judgment, the court stated:

² ECF No. 1179 at 23.

³ *Id.*

⁴ Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium 10mw LLC, Rhodium 2.0 LLC, Rhodium 30mw LLC, Rhodium Encore LLC, Rhodium Industries LLC, Rhodium JV LLC, Rhodium Renewables LLC, Rhodium Shared Services LLC, and Rhodium Shared Services PR Inc.

⁵ Complaint at 1–2, *Midas Green Techs., LLC v. Rhodium Enters. Inc.*, No. 6:22-cv-00050-ADA (W.D. Tex. Jan. 13, 2022), ECF No. 1.

⁶ ECF No. 1483 at 6.

⁷ Joint Status Report at 2, *Midas Green Techs., LLC v. Rhodium Enters. Inc.*, No. 6:22-cv-00050-ADA (W.D. Tex. Jan. 13, 2022), ECF No. 144.

⁸ See Motion for Summary Judgment of Noninfringement, *Midas Green Techs., LLC v. Rhodium Enters. Inc.*, No. 6:22-cv-00050-ADA (W.D. Tex. Mar. 1, 2024), ECF No. 155.

⁹ Transcript of Pretrial Conference at 18, *Midas Green Techs., LLC v. Rhodium Enters. Inc.*, No. 6:22-cv-00050-ADA (W.D. Tex. Apr. 9, 2024), ECF No. 187.

The Court is going to grant the motion for summary judgment of noninfringement. I think that fully takes care of the case for the time being. I'm not going to take up the motions *in limine* given my ruling on that motion, which I think obviates the need for a trial at this time.¹⁰

Counsel for Midas Green then asked:

Your Honor, would we be able to readdress this – after we get Pokharna's report redone, would we be able to readdress this issue on the motion for summary judgment?¹¹

The court then stated:

Well, you know, you have – you've had your chance, but obviously, it's a fairly severe ruling. Let me talk to my clerks and see if they think anything additional that an expert would say might benefit us. And if it is, we'll let you know. As of right now, I don't think it would.¹²

In the time since making these statements, the district court has not issued a written order regarding Rhodium's motion for summary judgment.

After Debtors' bankruptcy proceedings began, the Court set November 22, 2024, as the bar date for filing proofs of claims.¹³ Midas Green timely filed seven proofs of claim numbered 004, 062, and 068–072 against various Rhodium entities asserting damages based on patent infringement.¹⁴ Midas Green's claims against Rhodium entities total \$12,306,287.00.

¹⁰ *Id.* at 54.

¹¹ *Id.* at 54.

¹² *Id.* at 55.

¹³ ECF No. 284.

¹⁴ The Court recently granted Midas Green leave to amend their original proofs of claim to reflect reasonable royalty amounts for 2020 through 2023 and prejudgment interest for the time period prior to the bankruptcy. ECF No. 1695. The proofs of claim are now numbered 259–65.

On January 7, 2025, Debtors moved for limited relief from the automatic stay to allow the district court to issue an order memorializing its April 9, 2024 ruling.¹⁵ The Court granted this motion on January 30, 2025.¹⁶ That same day, Judge Albright’s law clerk emailed counsel for both Rhodium and Midas Green requesting a joint proposed order “reflecting the parties’ understanding of Judge Albright’s rulings at the 4/9/2024 hearing.”¹⁷ On February 7, 2025, the parties submitted their joint proposed order.¹⁸ The proposed order was rife with disputed language and the district court has yet to issue an order.

On April 17, 2025, Debtors filed their omnibus objection to Midas Green’s claims.¹⁹ In their objection, Debtors assert that (i) Midas Green’s claims are barred by the doctrines of claim and issue preclusion and (ii) their immersion cooling systems do not infringe on Midas Green’s patent.²⁰ On May 8, 2025, Midas Green filed its response contending that preclusion did not apply because there was no final judgment on the merits.²¹

On July 8, 2025, at a hearing regarding Rhodium’s objections to Midas Green claims, the Court set an evidentiary hearing for August 22, 2025.²² When asked about the matters set for hearing in August, the Court stated: “I want to address the Proofs of Claim in every respect.”²³ The Court also indicated to the parties that it would consider a motion for estimation and motions for summary judgment.²⁴ The Court later issued an order memorializing the events of the July 8 hearing and setting deadlines for Debtors to file a motion for estimation and for the

¹⁵ ECF No. 611.

¹⁶ ECF No. 737.

¹⁷ ECF No. 1484-11.

¹⁸ ECF No. 1484-16.

¹⁹ ECF No. 954.

²⁰ *See id.*

²¹ ECF No. 1069.

²² ECF No. 1479 at 14.

²³ *Id.* at 15.

²⁴ *Id.* at 14–16.

parties to file motions for summary judgment.²⁵ Debtors later filed such motions.²⁶ Midas Green filed responses to those motions²⁷ and Debtors filed replies.²⁸

In early August, the evidentiary hearing was continued for a month to September 23, 2025.²⁹ On August 28, 2025, after the initial hearing date had passed, Midas Green moved to withdraw the reference of the case from this Court.³⁰ And on September 18, 2025, Debtors filed their objection.³¹

On September 19, 2025, Debtors filed their witness and exhibit lists for the September 23, 2025 hearing in compliance with Bankruptcy Local Rule 9013-2.³² Midas Green did not file any witness or exhibit lists. At the hearing, Midas Green's counsel described Debtors' compliance with the local rules as "trial by ambush" as it did not receive notice of Debtors' exhibit and witness list until the Friday before the hearing.³³ During the hearing Midas Green requested to present evidence, however the Court enforced the local rules and denied Midas Green's request.³⁴ Debtors proceeded to present witness testimony and physical and demonstrative evidence. Midas Green cross-examined Debtors' witnesses.

A timeline reflecting pertinent dates to the Midas Green claims is included below:

Date:	Event:
08/24/2024	Debtors file bankruptcy
11/21/2024	Midas Green files proofs of claims

²⁵ ECF No. 1427.

²⁶ ECF Nos. 1483–84.

²⁷ ECF Nos. 1522–23.

²⁸ ECF Nos. 1534–35.

²⁹ ECF No. 1526.

³⁰ ECF No. 1579.

³¹ ECF No. 1655.

³² ECF Nos. 1659–60.

³³ ECF No. 1806 at 6.

³⁴ *Id.* at 12.

04/17/2025	Debtors file omnibus objection to Midas Green claims
05/08/2025	Midas Green files response to Debtors' omnibus objection
07/08/2025	Hearing held on omnibus objection; Court set evidentiary hearing for 08/22/2025
07/29/2025	Debtors filed MSJ on omnibus objection and motion to estimate
08/12/2025	Court rescheduled 08/22/2025 hearing to 09/23/2025; Midas Green filed responses to Debtors' MSJ and motion to estimate
08/19/2025	Debtors filed replies to Midas Green's responses
08/28/2025	Midas Green files motion to withdraw reference
09/18/2025	Debtors filed objection to Midas Green's motion to withdraw reference
09/23/2025– 09/24/2025	Evidentiary hearing held

LEGAL STANDARD

28 U.S.C. § 157(a) provides that “[e]ach district court may provide that any or all cases under title 11 and any or all proceedings arising under title 11 or arising in or related to a case under title 11 shall be referred to the bankruptcy judges for the district.” The United States District Court for the Southern District of Texas automatically refers all cases and proceedings arising under, arising in, or related to a case under Title 11 of the United States Code to this Court pursuant to General Order 2012-6.

28 U.S.C. § 157(d) provides for both permissive and mandatory withdrawal of the reference. The first sentence of section 157(d) provides that “[t]he district court may withdraw, in whole or in part, any case or proceeding referred under this section, on its own motion or on timely motion of any party, for cause shown.” The second sentence of section 157(d) further provides that “[t]he district court shall, on timely motion of a party, so withdraw a proceeding if the court determines that resolution of the proceeding requires consideration of both title 11 and other laws of the United States regulating organizations or activities

affecting interstate commerce. The mandatory withdrawal provision is construed narrowly, so that it does not become an “escape hatch” for matters properly before the bankruptcy court.” *United States v. Johns-Manville Corp. (In re Johns-Manville Corp.*, 63 B.R. 600, 603 (S.D.N.Y. 1986).

Under Bankruptcy Rule 5011(a), “[a] motion to withdraw a case or proceeding under 28 U.S.C. §157(d) must be heard by a district judge.” FED. R. BANKR. P. 5011(a). However, under Bankruptcy Local Rule 5011-1, “[u]nless the district court orders otherwise, the matter will first be presented to the bankruptcy judge for recommendation.” Importantly, under Bankruptcy Rule 5011, the filing of a motion to withdraw the reference “does not stay proceedings in a case or affect its administration.” FED. R. BANKR. P. 5011(c).

DISCUSSION

Midas Green moves for withdrawal of the reference of Debtors’ Claims Objections and Estimation Motion. It contends that withdrawal is required because the Claims Objections and the Estimation Motion concern non-core claims of patent infringement.³⁵ Alternatively, if withdrawal is not mandatory, it argues that permissive withdrawal is appropriate.³⁶ The Court disagrees.

A. Mandatory Withdrawal

A motion to withdraw the reference must be granted if: (1) the proceeding involves a substantial and material question of both Title 11 and non-Bankruptcy Code federal law; (2) the non-Bankruptcy Code federal law has more than a *de minimis* effect on interstate commerce; and (3) the motion for withdrawal was timely. *In re Nat’l Gypsum Co.*, 145 B.R. 539, 541 (N.D. Tex. 1992). A claim involves a “substantial and material consideration” of non-bankruptcy federal law if it involves an interpretation of federal law rather than the mere application of well-settled law. *Rodriguez v. Countrywide Home Loans, Inc.*, 421 B.R. 341,

³⁵ ECF No. 1579 at 14–15.

³⁶ *Id.* at 14.

348 (S.D. Tex. 2009). And withdrawal is mandatory “when the court must undertake analysis of significant open and unresolved issues regarding non-title 11 law.” *Id.* (quoting *New York v. Exxon Corp.*, 932 F.2d 1020, 1026 (2d Cir. 1991)).

1. “Substantial and Material” Consideration of Non-bankruptcy Law

Turning to the first factor, the Claims Objections and Estimation Motion seek a determination that Midas’s patent infringement claims fail under 35 U.S.C. § 271.³⁷ Midas Green contends that because this is a “highly technical patent case regarding complex immersion cooling system technology” that a determination of infringement liability necessarily requires a substantial and material application and interpretation of patent law—not a straightforward application of federal law to the facts.³⁸

Midas Green relies heavily on Judge Isgur’s report and recommendation in *In re Electro-Mechanical Indus.*, No. 07-36393, 2008 Bankr. LEXIS 5177 (Bankr. S.D. Tex. Feb. 20, 2008). In that case, Judge Isgur recommended that the District Court withdraw the reference of the debtor’s objection to a proof of claim and motion to estimate where resolution of those matters involved issues of *both* patent validity and infringement liability. *Id.* at *4.

To resolve the claim objection and the motion to estimate, the court had to determine the validity of the patent and assess infringement. *Id.* Generally, a proof of claim properly executed and filed in accordance with the Bankruptcy Rules is *prima facie* evidence of the validity and amount of that claim. FED. R. BANKR. P. 3001(f). If a party objects and presents sufficient evidence to rebut the claim’s *prima facie* validity, then the claimant bears the burden of proof and must establish the validity of the claim by a preponderance of the evidence. *McGee v. O’Connor (In re O’Connor)*, 153 F.3d 258, 260 (5th Cir. 1998). And

³⁷ ECF Nos. 1483 at 17; 1484 at 17.

³⁸ ECF No. 1579 at 21.

determining the validity of a claim necessarily requires an analysis of the law the claim arises under. *See Caddle Co. v. Moore (In re Moore)*, 739 F.3d 724, 728 (5th Cir. 2014). Similarly, when estimating the value of a claim, “the bankruptcy court is bound by the legal rules which govern the ultimate value of the claim.” *Addison v. Langston (In re Brints Cotton Mktg., Inc.)*, 737 F.2d 1338, 1341 (5th Cir. 1984).

Courts assess claims of patent infringement by (i) construing the asserted claim to determine the meaning and scope of the patent claims asserted to be infringed; and (ii) determining whether the accused product or process contains each limitation of the properly construed claims, either literally or by a substantial equivalent. *In re Electro-Mechanical Indus.*, No. H-08-0646, 2008 U.S. Dist. LEXIS 111991, at *23 (S.D. Tex. July 8, 2008) (citing *Freedman Seating Co. v. Am. Seating Co.*, 420 F.3d 1350, 1357 (Fed. Cir. 2005)). Step one is a question of law; step two is a question of fact. *Freedman Seating Co.*, 420 F.3d at 1357; *see also Markman v. Westview Instruments, Inc.*, 52 F.3d 967 (Fed. Cir. 1995), *aff'd*, 517 U.S. 370 (1996).

In *Electro-Mechanical*, Judge Isgur concluded that “[a] determination of patent validity and infringement liability required a ‘substantial and material’ application and interpretation of Title 35 of the U.S. Code,” and found that withdrawal was necessary. *Id.*

Here, the first element for mandatory withdrawal is not met. This case does *not* require a “substantial and material consideration” of non-bankruptcy federal law. Indeed, both the Claims Objections and the Estimation Motion require only application of law to the facts of the case to determine the validity and amount of the infringement claims. The bankruptcy court in *Electro-Mechanical* had to determine whether the patent was valid, engage in claim construction, and determine infringement. 2008 Bankr. LEXIS 5177, at *4. Here, the validity of Midas Green’s ‘457 patent is not in dispute.

Further, claim construction does not require this Court to “undertake analysis of significant open and unresolved issues” of patent

law. *Rodriguez*, 421 B.R. at 348. In the previous litigation, the parties entered into a Joint Stipulation on Claim Construction agreeing on the construction of the technical terms “weir” and “plenum.”³⁹ The parties have not challenged the stipulated construction in this proceeding. And it is well settled that the remaining words of the claims are given the “ordinary and customary meaning”—that is “the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312–13 (Fed. Cir. 2005).

To resolve the Claims Objections and Estimation Motion, the Court must assess Midas Green’s claims of infringement. However, the legal questions involved in that analysis require only the application of well-settled non-bankruptcy law to the facts of the case and thus do not involve “a substantial and material question of both Title 11 and non-Bankruptcy Code federal law.” *Nat’l Gypsum Co.*, 145 B.R. at 541.

2. Effect on Interstate Commerce

The second factor, which considers whether patent law has more than a *de minimis* effect on interstate commerce, is satisfied. Indeed, the Supreme Court has stated that patent laws are “intended to grant a patentee a monopoly only over the United States market.” *Deepsouth Packing Co. v. Laitram Corp.*, 406 U.S. 518, 523 (1972). While neither Midas Green’s brief nor Debtors’ response provides much analysis of this issue, given the exclusive federal patent power emanating from Article I, Section 8, Clause 8 of the Constitution, and the nationwide reach of patents, patent law undoubtedly has more than a *de minimis* effect on interstate commerce.

3. Timeliness of the Motion

Lastly, as to the third factor, Midas Green contends that its August 28, 2025, motion was timely because it was filed within 90 days

³⁹ Joint Stipulation on Claim Construction, *Midas Green Techs., LLC v. Rhodium Enters. Inc.*, No. 6:22-cv-00050-ADA (W.D. Tex. July 11, 2022), ECF No. 50.

of the claim objection supposedly becoming an adversarial proceeding.⁴⁰ Its brief cites U.S. District Court for the Southern District of Texas General Order 2011-12, which requires parties in adversary proceedings to move to withdraw the reference within 90 days of the filing of the complaint or notice of removal.⁴¹ According to Midas Green, “[o]n June 8, 2025, Debtors filed an Amended Omnibus Objection to Midas’s Proofs of Claim. In this amendment, Debtors requested affirmative relief, by requesting a hearing to establish a briefing schedule for a Motion for Summary Judgment and Motion for Estimation.”⁴² Midas Green argues that this request transformed this matter into an adversary proceeding.⁴³ This is incorrect. *See* FED. R. BANKR. P. 7011 & 9014.

An objection to a claim is a contested matter under Bankruptcy Rule 9014, unless a counterclaim is asserted, in which event Bankruptcy Rule 7001 applies. FED. R. BANKR. P. 3007 advisory committee’s notes to 1983 amendment. Debtors’ objection did not assert a counterclaim.⁴⁴ Bankruptcy Rule 9014(c) includes a list of rules that apply in contested matters such as claims objections, including Bankruptcy Rule 7056. Midas Green’s claim that Debtors’ request for a hearing to establish a briefing schedule for a motion summary judgment transformed this contested matter into an adversary proceeding is simply unfounded.

Midas Green’s Motion to Withdraw the Reference was not timely. Pursuant to the District Court’s General Order 2011-12, a party should move to withdraw the reference within 21 days of the filing of a pleading initiating the contested matter. Debtors’ first pleading initiating this contested matter was their first omnibus objection to Midas Green’s claims, which was filed on April 15, 2025, and amended on April 17, 2025.⁴⁵ If General Order 2011-12 establishes timeliness, Midas Green’s August 28, 2025 motion was untimely by multiple months.

⁴⁰ ECF No. 1579 at 17.

⁴¹ *Id.* at 16–17.

⁴² *Id.* The Court notes that no such filing was made on June 8, 2025.

⁴³ *Id.* at 17.

⁴⁴ *See* ECF No. 954.

⁴⁵ ECF Nos. 952; 954.

Although the term “timely” is not defined in 28 U.S.C. § 157(d), the District Court has stated that “a party acts in a timely fashion when he or she moves as soon as possible after he or she should have learned the grounds for such a motion.” *J.T. Thorpe Co. v. American Motorists*, No. Civ.A. H-02-4598, 2003 WL 23323005, at *4 (S.D. Tex. June 9, 2003) (quoting *In re NOVAK*, 116 B.R. 626, 628 (N.D.Ill.1990)). The grounds for Midas Green’s motion became apparent in April when Debtors filed their omnibus objection, and Midas Green waited over four months to move to withdraw the reference.

Additionally, considering the totality of the circumstances more broadly, Midas Green’s motion was untimely. At the July 8 hearing, the Court informed the parties that it wanted “to address the Proofs of Claim in every respect” during the upcoming August hearing and later issued a scheduling order setting deadlines for filing both motions for summary judgment and a motion to estimate.⁴⁶ Midas Green’s motion to withdraw the reference came fifty-one days after that hearing, over a week after all of those deadlines had passed, and five days after the date on which the evidentiary hearing was originally scheduled.⁴⁷

In light of the foregoing, the Court recommends that the District Court conclude that mandatory withdrawal of the reference is not required. The Claims Objections and Estimation Motion do not involve substantial and material questions of non-bankruptcy law as established by case law because resolution of both matters does not require the Court to “undertake analysis of significant open and unresolved issues regarding non-title 11 law.” *Rodriguez*, 421 B.R. at 348. Nor was the motion to withdraw the reference timely. Midas Green filed the motion over four months after Debtors’ objection and nearly two months after the Court notified it that it would be addressing these issues at an evidentiary hearing.

⁴⁶ ECF Nos. 1479 at 15; 1427.

⁴⁷ See ECF No. 1579.

B. Permissive Withdrawal

If mandatory withdrawal of the reference is not required, the District Court can exercise its discretion to withdraw the reference “for cause.” 28 U.S.C. § 157(d). To determine whether “cause” exists to withdraw the reference, courts in the Fifth Circuit consider the six factors outlines in *Holland Am. Ins. Co. v. Succession of Roy*, 777 F.2d 992, 998 (5th Cir. 1985). These factors are whether (1) the matter is core or noncore; (2) withdrawal of the reference would expedite the bankruptcy process; (3) forum-shopping and confusion will be reduced; (4) withdrawal would foster economical use of resources; (5) withdrawal would further the uniformity in bankruptcy administration; and (6) the proceedings involve a jury demand. *Speer v. Tow (In re Royce Homes, LP)*, No. 09-32467, Adv. No. 22-03168, 2023 WL 9318495, at *2 (Bankr. S.D. Tex. Dec. 29, 2023). None of the *Holland* factors support withdrawing the reference.

1. Factor 1: Whether the Matter is Core or Noncore.

The first *Holland* factor supports denial of the motion to withdraw the reference. While the dispute underlying both the Claims Objections and the Estimation Motion involve issues of patent infringement, both are core matters. 28 U.S.C. § 157(b)(2)(B) (listing “allowance or disallowance of claims against the estate” and “estimation of claims” among core proceedings).

2. Factor 2: Whether Withdrawal of the Reference Would Expedite the Bankruptcy Process.

The second *Holland* factor also supports denial of the motion to withdraw the reference. This case has been pending before this Court for over one year and this particular dispute has been ongoing for nearly four years. There was extensive discovery and motion practice before the U.S. District Court for the Western District of Texas, where the jury trial was cancelled two weeks before it was scheduled. And this Court has already held a full evidentiary hearing where evidence and witness testimony was presented. As of the date this Report and

Recommendation was issued, the Court concurrently ruled on both the Claims Objections and Estimation Motion and is proceeding toward a December 3, 2025 confirmation hearing on Debtors' Chapter 11 plan. And withdrawal of the reference and reconsideration of matters already determined by this Court will add months—not days or weeks—to these bankruptcy proceedings.

3. Factor 3: Whether Forum-shopping and Confusion Would be Reduced.

The third *Holland* factor is neutral. There is no evidence of forum-shopping or confusion in this case.

4. Factor 4: Whether Withdrawal Would Foster Economical Use of Resources.

The fourth *Holland* factor supports denial of the motion to withdraw the reference. As stated by Judge Lopez, “[a]n important goal in bankruptcy is the efficient use of the debtor’s and creditors’ resources to administer the debtor’s estate and resolve any related litigation,” *In re Royce Homes, LP*, 2023 WL 9318495, at *3. This Court, along with scholars and bankruptcy practitioners acknowledge that drawn out bankruptcy proceedings destroy value for stakeholders. *See* Mark J. Roe & Michael Simkovic, *Bankruptcy’s Turn to Market Value*, 92 U. CHI. L. REV. 285, 293 (2025). The Court has already determined that withdrawal of the reference would protract the bankruptcy proceedings. Accordingly, withdrawal of the reference and its accompanying delays would dissipate estate resources and would *not* foster the economical use of estate resources.

5. Factor 5: Whether Withdrawal Would Further the Uniformity in Bankruptcy Administration.

The fifth *Holland* factor supports denial of the motion. When a bankruptcy court “is already familiar with the facts of the underlying action, then allowing the court to adjudicate the proceeding will promote uniformity in the bankruptcy administration.” *Tow v. Park Lake Communities, LP (In re Royce Homes, LP)*, 578 B.R. 748, 759 (Bankr.

S.D. Tex. 2017). Here, as noted in the analysis of the second *Holland* factor, the Court has spent substantial time on this case and has become familiar with the facts of the underlying dispute.

6. Factor 6: The Right to a Jury Trial and the Presence of a Proper Jury Demand.

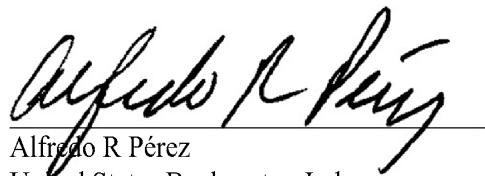
Lastly, the sixth *Holland* factor supports denial of the motion to withdraw the reference. “[B]y filing a claim against a bankruptcy estate the creditor triggers the process of ‘allowance and disallowance of claims,’ thereby subjecting himself to the bankruptcy court’s equitable power. . . . As such, there is no Seventh Amendment right to a jury trial.” *Langenkamp v. Culp*, 498 U.S. 42, 44 (1990) (citing *Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33 (1989)). While Midas Green’s proofs of claims did attach copies of the complaint from the Western District of Texas action that did include jury demands, there is no right to a jury trial for the Claims Objections and Estimation Motion.

In sum, five of the six *Holland* factors weigh against permissive withdrawal of the reference and the other factor is neutral. Thus, given that the *Holland* factors weight against withdrawal, the Court recommends that the District Court conclude that no “cause” exists to withdraw the reference.

CONCLUSION

For the reasons explained above, the Court recommends that the District Court not withdraw the reference. Mandatory withdrawal under 28 U.S.C. § 157(d) is not required. Under controlling law, resolution of the Claims Objections and Estimation Motion does require a “substantial and material consideration” of patent law. And, under both General Order 2011-12 and other authorities, Midas Green’s motion was not timely. Nor does “cause” exist for permissive withdrawal of the reference as the majority of the *Holland* factors weigh against withdrawal of the reference and no factor weighs in favor of withdrawal.

SIGNED 10/28/2025



Alfredo R Pérez
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas

In re:
Rhodium Encore LLC
Air HPC LLC
Debtors

Case No. 24-90448-arp
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

Page 1 of 15

Date Rcvd: Oct 28, 2025

Form ID: pdf002

Total Noticed: 39

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 30, 2025:

Recip ID	Recipient Name and Address
db	+ Air HPC LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Jordan HPC LLC, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Jordan HPC Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 10MW LLC, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 10MW Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 2.0 LLC, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 2.0 Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 30MW LLC, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium 30MW Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Encore LLC, 2617 Bissonnet St, Ste 234, Houston, TX 77005-1316
db	+ Rhodium Encore Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Enterprises, Inc., Quinn Emanuel Urquhart & Sullivan, LLP, c/o Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Industries LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium JV LLC, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Ready Ventures LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Renewables LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Renewables Sub LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Shared Services LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
db	+ Rhodium Technologies LLC, Quinn Emanuel Urquhart & Sullivan, LLP, Attn: Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
aty	+ Joanna Diane Caytas, 1302 Waugh Drive, Ste 369, Houston, TX 77019-3908
aty	+ Joseph Thomas, Thomas Whitelaw and Kolegraff LLP, 18101 Von Karman Ave Suite 230, Irvine, ca 92612, UNITED STATES 92612-7132
aty	+ Quinn Emanuel Urquhart & Sullivan, LLP, c/o Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
aty	+ Robert Trust, Orrick, Herrington & Sutcliffe, LLP, 51 West 52nd Street, New York, NY 10019-6142
aty	+ Ross Barbash, 265 Filbert St, San Francisco, CA 94133-3203
cr	+ Ad Hoc Group of SAFE Parties, c/o Sarah Link Schultz, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Steet, Suite 1800, Dallas, TX 75201-4675
intp	+ Celsius Holdings US LLC, c/o Sarah Link Schultz, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201-4675
intp	+ Ethos Investments X LLC, c/o Lathrop GPM LLP, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108-2618, UNITED STATES 64108-2618
intp	+ Ethos Investments XIV LLC, c/o Lathrop GPM LLP, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108-2618, UNITED STATES 64108-2618

District/off: 0541-4

User: ADIuser

Page 2 of 15

Date Rcvd: Oct 28, 2025

Form ID: pdf002

Total Noticed: 39

intp + Jonas Norr, c/o Lathrop GPM LLP, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108-2618, UNITED STATES 64108-2618
 cr + Temple Green Data, LLC, c/o Jennifer F. Wertz, Jackson Walker LLP, 100 Congress Avenue, Suite 1100 Austin, TX 78701-4042

TOTAL: 30

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	^ MEBN	Oct 28 2025 20:24:18	Quinn Emanuel Urquhart & Sullivan, LLP, c/o Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
dft	+ Email/Text: lemaster@slollp.com	Oct 28 2025 20:24:00	Cameron Blackmon, c/o Streusand, Landon, Ozburn & Lemmon, 1801 S Mopac Expressway Suite 320, Austin, TX 78746, UNITED STATES 78746-9817
cr	+ Email/Text: lemaster@slollp.com	Oct 28 2025 20:24:00	Chase Blackmon, c/o Streusand, Landon, Ozburn & Lemmon, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746, UNITED STATES 78746-9817
cr	^ MEBN	Oct 28 2025 20:23:10	Christopher H Stadlin Group Investments LLC, c/o Nuti Hart LLP, 6232 La Salle Avenue, Suite D, Oakland, CA 94611, UNITED STATES 94611-2847
intp	^ MEBN	Oct 28 2025 20:21:04	Ethos Investments X LLC, c/o Lathrop GPM LLP, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108-2618, UNITED STATES 64108-2618
intp	^ MEBN	Oct 28 2025 20:21:03	Ethos Investments XIV LLC, c/o Lathrop GPM LLP, 2345 Grand Blvd., Suite 2200, Kansas City, MO 64108-2618, UNITED STATES 64108-2618
intp	+ Email/Text: lemaster@slollp.com	Oct 28 2025 20:24:00	Imperium Investments Holdings, LLC, c/o Streusand Landon Ozburn & Lemmon LLP, 1801 S. Mopac Expressway, #320, Austin, TX 78746-9817
op	+ Email/Text: kccnoticing@kccllc.com	Oct 28 2025 20:25:00	Kurtzman Carson Consultants, LLC dba Verita Global, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245, UNITED STATES 90245-5614
cr	+ Email/Text: lemaster@slollp.com	Oct 28 2025 20:24:00	Nathan Nichols, c/o Streusand, Landon, Ozburn & Lemmon, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746, UNITED STATES 78746-9817
cr	+ Email/Text: james.grogan@gtlaw.com	Oct 28 2025 20:25:00	Ranger Investment Partners, L.P. and Winchester Pa, c/o James T. Grogan, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 6700, Houston, TX 77002-6003
cr	Email/Text: julie.parsons@mvalaw.com	Oct 28 2025 20:25:00	Tax Appraisal District of Bell County, McCreary Veselka Bragg & Allen PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Oct 28 2025 20:25:00	The County of Milam, Texas, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269

TOTAL: 12

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Gray Reed
cr		Ad Hoc SAFE Claimants
intp		Arkady Goldinsein

District/off: 0541-4
 Date Rcvd: Oct 28, 2025

User: ADIuser
 Form ID: pdf002

Page 3 of 15
 Total Noticed: 39

fa	B. Riley Securities, Inc.
fa	BDO Consulting Group LLC
sp	Barnes & Thornburg LLP
cr	Cameron Blackmon
cr	Cross the River LLC
intp	DLT Data Center 1 LLC (DLT 1)
cr	Elysium Mining LLC
cr	GR Fairbairn Family Trust
cr	GRF Tiger Trust
intp	Galaxy Digital, LLC
cr	Grant Fairbairn Revocable Trust
intp	Lehotsky Keller Cohn LLP
cr	Liquid Mining Fund I, LLC
cr	Liquid Mining Fund II, LLC
cr	Liquid Mining Fund III, LLC
cr	MP2 Energy Texas, LLC d/b/a Shell Energy Solutions
cr	Midas Green Technologies, LLC
cr	NC Fairbairn Family Trust
cr	NCF Eagle Trust
cr	New York Digital Investment Group, LLC
cr	Nicholas Cerasuolo
cr	Nina Claire Fairbairn Revocable Trust
cr	Official Committee of Unsecured Creditors of Rhodi
cr	Private Investor Club Feeder Fund 2020-G LLC
cr	Private Investor Club Feeder Fund 2020-H LLC
intp	Proof Capital Alternative Growth Fund
intp	Proof Capital Alternative Income Fund
intp	Proof Capital Special Situations Fund
intp	Proof Proprietary Investment Fund Inc.
fa	Province, LLC
cr	RH Fund I
cr	RH Fund II
cr	RH Fund III
intp	Ropes & Gray LLP
sp	Stris & Maher LLP
cr	Transcend Partners Legend Fund LLC
cr	Trine Mining, LLC
cr	Valley High LP
cr	Whinstone US, Inc.

TOTAL: 42 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 30, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 28, 2025 at the address(es) listed below:

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 4 of 15
Total Noticed: 39

Name	Email Address
Alexis T Swartz	on behalf of Plaintiff Rhodium Renewables LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium JV LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium Industries LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium 30MW LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium 2.0 LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Air HPC LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium Encore LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Jordan HPC LLC alexis@lkcfirm.com
Alexis T Swartz	on behalf of Plaintiff Rhodium 10MW LLC alexis@lkcfirm.com
Amber Michelle Carson	on behalf of Creditor Private Investor Club Feeder Fund 2020-G LLC acarson@grayreed.com
Amber Michelle Carson	on behalf of Creditor Private Investor Club Feeder Fund 2020-H LLC acarson@grayreed.com
Andrew Alan Howell	on behalf of Plaintiff Whinstone US Inc. ahowell@foley.com
Andrew Alan Howell	on behalf of Creditor Whinstone US Inc. ahowell@foley.com
Benjamin C. Struby	on behalf of Interested Party Jonas Norr bstruby@lathropgage.com natalie.gonzalez@lathropgpm.com
Benjamin C. Struby	on behalf of Interested Party Ethos Investments XIV LLC bstruby@lathropgage.com natalie.gonzalez@lathropgpm.com
Benjamin C. Struby	on behalf of Interested Party Ethos Investments X LLC bstruby@lathropgage.com natalie.gonzalez@lathropgpm.com
Brandon Batzel	on behalf of Interested Party Galaxy Digital LLC bbatzel@orrick.com
Brandon Christopher Marx	on behalf of Creditor Whinstone US Inc. bmarx@foley.com
Brandon Christopher Marx	on behalf of Plaintiff Whinstone US Inc. bmarx@foley.com
Brenda Lynn Funk	on behalf of Creditor NCF Eagle Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor GRF Tiger Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor Grant Fairbairn Revocable Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor NC Fairbairn Family Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor Nina Claire Fairbairn Revocable Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor GR Fairbairn Family Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com
Brenda Lynn Funk	on behalf of Creditor GR Fairbairn Family Trust bfunk@munsch.com CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 5 of 15
Total Noticed: 39

on behalf of Creditor Valley High LP bfunk@munsch.com
CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com

Brenda Lynn Funk

on behalf of Creditor Transcend Partners Legend Fund LLC bfunk@munsch.com
CourtMail@munsch.com;clujano@munsch.com;hvalentine@munsch.com

Bridget Asay

on behalf of Debtor Rhodium Enterprises Inc. bridget.asay@strismaher.com, 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 10MW LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Jordan HPC Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Industries LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Encore Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Air HPC LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Jordan HPC LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Encore LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 30MW LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 2.0 LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 30MW Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Renewables Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 2.0 Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Shared Services LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Ready Ventures LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Renewables LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium 10MW Sub LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium Technologies LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bridget Asay

on behalf of Debtor Rhodium JV LLC bridget.asay@strismaher.com 6969944420@filings.docketbird.com

Bryant Churbuck

on behalf of Interested Party Proof Capital Special Situations Fund bchurbuck@coleschotz.com

Carl N Kunz, III

on behalf of Interested Party Proof Capital Alternative Growth Fund ckunz@morrisjames.com
sliko@morrisjames.com;ddepta@morrisjames.com;joconnor@morrisjames.com

Carl N Kunz, III

on behalf of Interested Party Proof Capital Alternative Income Fund ckunz@morrisjames.com
sliko@morrisjames.com;ddepta@morrisjames.com;joconnor@morrisjames.com

Carl N Kunz, III

on behalf of Interested Party Proof Proprietary Investment Fund Inc. ckunz@morrisjames.com
sliko@morrisjames.com;ddepta@morrisjames.com;joconnor@morrisjames.com

Carl N Kunz, III

on behalf of Interested Party Proof Capital Special Situations Fund ckunz@morrisjames.com
sliko@morrisjames.com;ddepta@morrisjames.com;joconnor@morrisjames.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 6 of 15
Total Noticed: 39

Catherine Paige Lohse
on behalf of Intervenor-Defendant Special Committee of the Board of Directors of Rhodium Enterprises Inc.
paige.lohse@btlaw.com

Catherine Paige Lohse
on behalf of Spec. Counsel Barnes & Thornburg LLP paige.lohse@btlaw.com

Charles R Gibbs
on behalf of Creditor Committee Official Committee of Unsecured Creditors of Rhodium Encore LLC et al. crgibbs@mwe.com,
dnorthrop@mwe.com;jbishopjones@mwe.com;jacqueline-bishop-jones-0301@ecf.pacerpro.com

Chase Jordan Potter
on behalf of Creditor Grant Fairbairn Revocable Trust potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff GRANT FAIRBAIRN AS TRUSTEE AND ON BEHALF OF GRANT FAIRBAIRN REVOCABLE TRUST potter@imcplaw.com, emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff GRF TIGER TRUST potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff JACOB RUBIN potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor NCF Eagle Trust potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor NC Fairbairn Family Trust potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff MIKE WILKINS AS TRUSTEE AND ON BEHALF OF WILKINS-DUIGNAN 2009 REVOCABLE TRUST potter@imcplaw.com, emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor Valley High LP potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor Nina Claire Fairbairn Revocable Trust potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff TRANSCEND PARTNERS LEGEND FUND LLC potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor Transcend Partners Legend Fund LLC potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff SCOTT KINTZ AS TRUSTEE AND ON BEHALF OF KINTZ FAMILY TRUST potter@imcplaw.com,
emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor GR Fairbairn Family Trust potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff RICHARD FULLERTON potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff NCF EAGLE TRUST potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff NC FAIRBAIRN FAMILY TRUST potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff WILLIAM HO AS TRUSTEE AND ON BEHALF OF GR FAIRBAIRN FAMILY TRUST
potter@imcplaw.com, emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff JERALD WEINTRAUB AS TYRUSTEE AND ON BEHALF OF JERALD AND MELODY HOWE WEINTRAUB REVOCABLE LIVING TRUST DTD 02/05/98 potter@imcplaw.com, emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff VALLEY HIGH LP potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff 345 Partners SPV2 LLC potter@imcplaw.com emily@imcplaw.com

Chase Jordan Potter
on behalf of Plaintiff NINA FAIRBAIRN AS TRUSTEE AND ON BEHALF OF NINA CLAIRE FAIRBAIRN REVOCABLE TRUST potter@imcplaw.com, emily@imcplaw.com

Chase Jordan Potter
on behalf of Creditor GRF Tiger Trust potter@imcplaw.com emily@imcplaw.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 7 of 15
Total Noticed: 39

Christopher H Hart on behalf of Creditor Christopher H Stadlin Group Investments LLC chart@nutihart.com

Christopher Ross Travis on behalf of U.S. Trustee US Trustee C.Ross.Travis@usdoj.gov

Colin M Bernardino on behalf of Creditor GRF Tiger Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor NCF Eagle Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor Transcend Partners Legend Fund LLC cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor Valley High LP cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor GR Fairbairn Family Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor Grant Fairbairn Revocable Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor NC Fairbairn Family Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colin M Bernardino on behalf of Creditor Nina Claire Fairbairn Revocable Trust cbernardino@ktslaw.com moroberts@ktslaw.com

Colleen Rosannah Smith on behalf of Debtor Air HPC LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Renewables LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Jordan HPC LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Shared Services LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium JV LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Industries LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium 10MW LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Enterprises Inc. csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Encore Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium 2.0 LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Encore LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Renewables Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium 10MW Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium 30MW Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium 2.0 Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Technologies LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Jordan HPC Sub LLC csmith@stris.com

Colleen Rosannah Smith on behalf of Debtor Rhodium Ready Ventures LLC csmith@stris.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 8 of 15
Total Noticed: 39

Colleen Rosannah Smith	on behalf of Debtor Rhodium 30MW LLC csmith@stris.com
Craig E Power	on behalf of Creditor MP2 Energy Texas LLC d/b/a Shell Energy Solutions cpower@cokinoslaw.com, kwaller@cokinoslaw.com
Elliot Greenfield	on behalf of Defendant Riot Platforms Inc. egreenfield@debevoise.com
Emma Phylcia Myles	on behalf of Creditor MP2 Energy Texas LLC d/b/a Shell Energy Solutions emyles@cokinoslaw.com
Erica Weisgerber	on behalf of Defendant Riot Platforms Inc. eweisgerber@debevoise.com, mao-bk-ecf@debevoise.com;mbmaass@debevoise.com;mjsorensen@debevoise.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC dba Verita Global ECFpleadings@kccllc.com, ECFpleadings@kccllc.com
Genevieve Marie Graham	on behalf of Creditor Ad Hoc SAFE Claimants ggraham@graham-pll.com ggraham@ecf.courtdrive.com
Griffin Simon Rubin	on behalf of Creditor Elysium Mining LLC gsr@sbaitilaw.com
Griffin Simon Rubin	on behalf of Creditor Trine Mining LLC gsr@sbaitilaw.com
Griffin Simon Rubin	on behalf of Creditor Cross the River LLC gsr@sbaitilaw.com
Ha Minh Nguyen	on behalf of U.S. Trustee US Trustee ha.nguyen@usdoj.gov
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium JV LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Jordan HPC LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Air HPC LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium Renewables LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium 10MW LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium 30MW LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium Industries LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium 2.0 LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Helen Mitsuko Marsh	on behalf of Plaintiff Rhodium Encore LLC hmarsh@stris.com 5254074420@filings.docketbird.com
Ian Ross Phillips	on behalf of Interested Party Proof Capital Special Situations Fund iphillips@coleschotz.com pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
James Tillman Grogan, III	on behalf of Creditor Ranger Investment Partners L.P. and Winchester Partners, L.P. James.Grogan@gtlaw.com, jamrokg@gtlaw.com
Jennifer F Wertz	on behalf of Creditor Temple Green Data LLC jwertz@jw.com, kgradney@jw.com;dtrevino@jw.com;jrego@jw.com
Joanna Diane Caytas	on behalf of Defendant Rhodium Technologies LLC joanna@jdcaytas.com
Joanna Diane Caytas	on behalf of Defendant Rhodium Enterprises Inc. joanna@jdcaytas.com
Joanna Diane Caytas	on behalf of Defendant Rhodium Renewables LLC joanna@jdcaytas.com
Jonathan Koevary	

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 9 of 15
Total Noticed: 39

	on behalf of Interested Party DLT Data Center 1 LLC (DLT 1) jkoevary@olshanlaw.com
Jonathan Eric Bridges	on behalf of Creditor Elysium Mining LLC jeb@sbautilaw.com
Jonathan Eric Bridges	on behalf of Creditor Trine Mining LLC jeb@sbautilaw.com
Jonathan Eric Bridges	on behalf of Creditor Cross the River LLC jeb@sbautilaw.com
Jonathan Michael Thomas	on behalf of Creditor Whinstone US Inc. jmthomas@foley.com
Jonathan Michael Thomas	on behalf of Defendant Whinstone US Inc. jmthomas@foley.com
Jonathan Michael Thomas	on behalf of Plaintiff Whinstone US Inc. jmthomas@foley.com
Joseph Edward Thomas	on behalf of Attorney Joseph Thomas jthomas@twtlaw.com
Joseph Edward Thomas	on behalf of Creditor Midas Green Technologies LLC jthomas@twtlaw.com
Joshua Lee Shepherd	on behalf of Creditor Transcend Partners Legend Fund LLC shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff JERALD WEINTRAUB AS TYRUSTEE AND ON BEHALF OF JERALD AND MELODY HOWE WEINTRAUB REVOCABLE LIVING TRUST DTD 02/05/98 shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff MIKE WILKINS AS TRUSTEE AND ON BEHALF OF WILKINS-DUIGNAN 2009 REVOCABLE TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff GRF TIGER TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff NC FAIRBAIRN FAMILY TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff NINA FAIRBAIRN AS TRUSTEE AND ON BEHALF OF NINA CLAIRE FAIRBAIRN REVOCABLE TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff VALLEY HIGH LP shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff SCOTT KINTZ AS TRUSTEE AND ON BEHALF OF KINTZ FAMILY TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff WILLIAM HO AS TRUSTEE AND ON BEHALF OF GR FAIRBAIRN FAMILY TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff 345 Partners SPV2 LLC shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff RICHARD FULLERTON shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff TRANSCEND PARTNERS LEGEND FUND LLC shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff GRANT FAIRBAIRN AS TRUSTEE AND ON BEHALF OF GRANT FAIRBAIRN REVOCABLE TRUST shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff JACOB RUBIN shepherd@imcplaw.com
Joshua Lee Shepherd	on behalf of Plaintiff NCF EAGLE TRUST shepherd@imcplaw.com
Joshua W. Wolfshohl	on behalf of Interested Party Lehotsky Keller Cohn LLP jwolfshohl@porterhedges.com egarfias@porterhedges.com;ysanders@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com
Julie Anne Parsons	on behalf of Creditor The County of Milam Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 10 of 15
Total Noticed: 39

Julie Anne Parsons	on behalf of Creditor Tax Appraisal District of Bell County jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Justin R. Alberto	on behalf of Interested Party Proof Capital Special Situations Fund jalberto@coleschotz.com
Kathleen Matsoukas	on behalf of Intervenor-Defendant Special Committee of the Board of Directors of Rhodium Enterprises Inc. kmatsoukas@btlaw.com
Kathleen Matsoukas	on behalf of Spec. Counsel Barnes & Thornburg LLP kmatsoukas@btlaw.com
Kenneth Kansa	on behalf of Spec. Counsel Barnes & Thornburg LLP kkansa@btlaw.com
Kevin Daniel Warren	on behalf of Spec. Counsel Barnes & Thornburg LLP kevin.warren@btlaw.com
Kim Ellen Lewinski	on behalf of Interested Party Proof Capital Alternative Income Fund klewinski@dykema.com mdurrschmidt@dykema.com;scallier@dykema.com
Kim Ellen Lewinski	on behalf of Interested Party Proof Proprietary Investment Fund Inc. klewinski@dykema.com mdurrschmidt@dykema.com;scallier@dykema.com
Kim Ellen Lewinski	on behalf of Interested Party Proof Capital Alternative Growth Fund klewinski@dykema.com mdurrschmidt@dykema.com;scallier@dykema.com
Kyung Shik Lee	on behalf of Defendant Nicholas Cerasuolo klee@shannonleellp.com Courtnotices@kasowitz.com
Kyung Shik Lee	on behalf of Creditor Nicholas Cerasuolo klee@shannonleellp.com Courtnotices@kasowitz.com
Lloyd A. Lim	on behalf of Creditor New York Digital Investment Group LLC lloyd.lim@keanmiller.com, rachel.kubanda@keanmiller.com;teresa.miller@keanmiller.com;ricky.hutchens@keanmiller.com;kristina.tipton@keanmiller.com
Mark C. Moore	on behalf of Plaintiff Whinstone US Inc. mmoore@foley.com nortega@foley.com;mark-moore-8735@ecf.pacerpro.com;jcharrison@foley.com
Mark C. Moore	on behalf of Defendant Whinstone US Inc. mmoore@foley.com, nortega@foley.com;mark-moore-8735@ecf.pacerpro.com;jcharrison@foley.com
Mark C. Moore	on behalf of Creditor Whinstone US Inc. mmoore@foley.com, nortega@foley.com;mark-moore-8735@ecf.pacerpro.com;jcharrison@foley.com
Mark P. Franke	on behalf of Interested Party Galaxy Digital LLC mfranke@orrick.com
Matthew I. Rochman	on behalf of Creditor Liquid Mining Fund I LLC mrochman@lessnehoffman.law
Matthew I. Rochman	on behalf of Creditor Liquid Mining Fund III LLC mrochman@lessnehoffman.law
Matthew I. Rochman	on behalf of Creditor Liquid Mining Fund II LLC mrochman@lessnehoffman.law
Mazin A Sbaiti	on behalf of Creditor Trine Mining LLC mas@sbaitilaw.com, krj@sbaitilaw.com;knc@sbaitilaw.com;mgp@sbaitilaw.com;gsr@sbaitilaw.com
Mazin A Sbaiti	on behalf of Creditor Elysium Mining LLC mas@sbaitilaw.com krj@sbaitilaw.com;knc@sbaitilaw.com;mgp@sbaitilaw.com;gsr@sbaitilaw.com
Mazin A Sbaiti	on behalf of Creditor Cross the River LLC mas@sbaitilaw.com krj@sbaitilaw.com;knc@sbaitilaw.com;mgp@sbaitilaw.com;gsr@sbaitilaw.com
Michael Britton Dearman	on behalf of Interested Party Lehotsky Keller Cohn LLP mdearman@porterhedges.com
Michael S Fox	on behalf of Interested Party DLT Data Center 1 LLC (DLT 1) mfox@olshanlaw.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 11 of 15
Total Noticed: 39

Patricia B. Tomasco

on behalf of Debtor Rhodium Encore LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium Encore Sub LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium 30MW LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium Industries LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium 2.0 LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium Shared Services LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium 2.0 Sub LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Spec. Counsel Barnes & Thornburg LLP pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium JV LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Defendant Rhodium Technologies LLC pattytomasco@quinnemanuel.com,
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Financial Advisor B. Riley Securities Inc. pattytomasco@quinnemanuel.com,
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Attorney Quinn Emanuel Urquhart & Sullivan LLP pattytomasco@quinnemanuel.com,
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Plaintiff Rhodium Encore LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Air HPC LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Plaintiff Rhodium 30MW LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium Enterprises Inc. pattytomasco@quinnemanuel.com,
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium 10MW Sub LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Jordan HPC LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Rhodium Renewables Sub LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Debtor Jordan HPC Sub LLC pattytomasco@quinnemanuel.com
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco

on behalf of Defendant Rhodium Renewables LLC pattytomasco@quinnemanuel.com,
barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 12 of 15
Total Noticed: 39

Patricia B. Tomasco
on behalf of Defendant Rhodium Enterprises Inc. pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 30MW Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Renewables LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Rhodium 2.0 LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Technologies LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Spec. Counsel Stris & Maher LLP pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Financial Advisor Province LLC pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Rhodium JV LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Whinstone US Inc. pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Jordan HPC LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 10MW LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Ready Ventures LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Rhodium Industries LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Rhodium 10MW LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Air HPC LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Financial Advisor BDO Consulting Group LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Patricia B. Tomasco
on behalf of Plaintiff Rhodium Renewables LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;celinasomoza@quinnemanuel.com

Paul Marc Rosenblatt
on behalf of Creditor GRF Tiger Trust prosenblatt@kilpatricktownsend.com rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt
on behalf of Creditor Valley High LP prosenblatt@kilpatricktownsend.com rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt
on behalf of Creditor Grant Fairbairn Revocable Trust prosenblatt@kilpatricktownsend.com rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt
on behalf of Creditor Nina Claire Fairbairn Revocable Trust prosenblatt@kilpatricktownsend.com rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 13 of 15
Total Noticed: 39

on behalf of Creditor GR Fairbairn Family Trust prosenblatt@kilpatricktownsend.com
rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt

on behalf of Creditor NCF Eagle Trust prosenblatt@kilpatricktownsend.com rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt

on behalf of Creditor Transcend Partners Legend Fund LLC prosenblatt@kilpatricktownsend.com
rgriffis@ktslaw.com;moroberts@ktslaw.com

Paul Marc Rosenblatt

on behalf of Creditor NC Fairbairn Family Trust prosenblatt@kilpatricktownsend.com
rgriffis@ktslaw.com;moroberts@ktslaw.com

R. J. Shannon

on behalf of Defendant Nicholas Cerasuolo rshannon@shannonleellp.com
rshannon@shannonleellp.com;7044075420@filings.docketbird.com

R. J. Shannon

on behalf of Creditor Nicholas Cerasuolo rshannon@shannonleellp.com
rshannon@shannonleellp.com;7044075420@filings.docketbird.com

Reagan H. Tres Gibbs, III

on behalf of Creditor MP2 Energy Texas LLC d/b/a Shell Energy Solutions tgibbs@cokinoslaw.com, jjohnson@cokinoslaw.com

Rhonda Bear Mates

on behalf of Interested Party Imperium Investments Holdings LLC mates@slollp.com, winter@slollp.com

Rhonda Bear Mates

on behalf of Defendant Imperium Investments Holdings LLC mates@slollp.com, winter@slollp.com

Rhonda Bear Mates

on behalf of Defendant Chase Blackmon mates@slollp.com winter@slollp.com

Rhonda Bear Mates

on behalf of Creditor Chase Blackmon mates@slollp.com winter@slollp.com

Rhonda Bear Mates

on behalf of Defendant Nathan Nichols mates@slollp.com winter@slollp.com

Rhonda Bear Mates

on behalf of Defendant Imperium Investment Holdings LLC mates@slollp.com winter@slollp.com

Rhonda Bear Mates

on behalf of Creditor Nathan Nichols mates@slollp.com winter@slollp.com

Rhonda Bear Mates

on behalf of Defendant Cameron Blackmon mates@slollp.com winter@slollp.com

Robert T. Slovak

on behalf of Plaintiff Whinstone US Inc. rslovak@foley.com tdurham@foley.com

Robert T. Slovak

on behalf of Creditor Whinstone US Inc. rslovak@foley.com, tdurham@foley.com

Robert T. Slovak

on behalf of Defendant Whinstone US Inc. rslovak@foley.com, tdurham@foley.com

Ryan Coel Wooten

on behalf of Interested Party Galaxy Digital LLC rwooten@orrick.com, casestream@ecf.courtdrive.com

Sarah A Schultz

on behalf of Creditor Ad Hoc Group of SAFE Parties sshultz@akingump.com
mlahaie@akingump.com;salberino@akingump.com;txdocketing@akingump.com;bkemp@akingump.com;jgleit@sandw.com

Sarah A Schultz

on behalf of Interested Party Celsius Holdings US LLC sshultz@akingump.com
mlahaie@akingump.com;salberino@akingump.com;txdocketing@akingump.com;bkemp@akingump.com;jgleit@sandw.com

Sean Thomas Wilson

on behalf of Defendant Riot Platforms Inc. sean--wilson-7631@ecf.pacerpro.com

Shane M. Blackmon

shane.m.blackmon@gmail.com

Stacy L. Newman

on behalf of Interested Party Proof Capital Special Situations Fund sneyman@coleschotz.com ahrycak@ashbygeddes.com

Stephen Wayne Lemmon

on behalf of Defendant Imperium Investments Holdings LLC lemmon@slollp.com, mates@slollp.com

Stephen Wayne Lemmon

on behalf of Interested Party Imperium Investments Holdings LLC lemmon@slollp.com, mates@slollp.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 14 of 15
Total Noticed: 39

Stephen Wayne Lemmon
on behalf of Defendant Imperium Investment Holdings LLC lemmon@slolp.com mates@slolp.com

Stephen Wayne Lemmon
on behalf of Defendant Cameron Blackmon lemmon@slolp.com mates@slolp.com

Stephen Wayne Lemmon
on behalf of Creditor Nathan Nichols lemmon@slolp.com mates@slolp.com

Stephen Wayne Lemmon
on behalf of Defendant Chase Blackmon lemmon@slolp.com mates@slolp.com

Stephen Wayne Lemmon
on behalf of Defendant Nathan Nichols lemmon@slolp.com mates@slolp.com

Stephen Wayne Lemmon
on behalf of Creditor Chase Blackmon lemmon@slolp.com mates@slolp.com

Steven C. Lockhart
on behalf of Plaintiff Whinstone US Inc. slockhart@foley.com

Steven C. Lockhart
on behalf of Defendant Whinstone US Inc. slockhart@foley.com

Steven C. Lockhart
on behalf of Creditor Whinstone US Inc. slockhart@foley.com

Thomas G. Haskins
on behalf of Spec. Counsel Barnes & Thornburg LLP thaskins@btlaw.com khgreaven@btlaw.com

Thomas G. Haskins
on behalf of Intervenor-Defendant Special Committee of the Board of Directors of Rhodium Enterprises Inc. thaskins@btlaw.com, khgreaven@btlaw.com

Thomas J. Fleming
on behalf of Interested Party DLT Data Center 1 LLC (DLT 1) tfleming@olshanlaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

Victoria Nicole Argeroplos
on behalf of Creditor Temple Green Data LLC vargeroplos@jw.com, msalinas@jw.com; kgradney@jw.com; jpupo@jw.com; dtrevino@jw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 10MW Sub LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Intervenor-Defendant Special Committee of the Board of Directors of Rhodium Enterprises Inc. tschmeltz@btlaw.com, docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium Ready Ventures LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 2.0 LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium Technologies LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Financial Advisor BDO Consulting Group LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium Encore LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 10MW LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium Industries LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium Renewables Sub LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 30MW LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 2.0 Sub LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

Vincent Paul Schmeltz, III
on behalf of Debtor Rhodium 30MW Sub LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

District/off: 0541-4
Date Rcvd: Oct 28, 2025

User: ADIuser
Form ID: pdf002

Page 15 of 15
Total Noticed: 39

Vincent Paul Schmeltz, III	on behalf of Debtor Rhodium Encore Sub LLC tschmeltz@btlaw.com docketinglitin@btlaw.com
Vincent Paul Schmeltz, III	on behalf of Debtor Rhodium Renewables LLC tschmeltz@btlaw.com docketinglitin@btlaw.com
Vincent Paul Schmeltz, III	on behalf of Debtor Rhodium Shared Services LLC tschmeltz@btlaw.com docketinglitin@btlaw.com
Vincent Paul Schmeltz, III	on behalf of Debtor Rhodium Enterprises Inc. tschmeltz@btlaw.com, docketinglitin@btlaw.com
Vincent Paul Schmeltz, III	on behalf of Spec. Counsel Barnes & Thornburg LLP tschmeltz@btlaw.com docketinglitin@btlaw.com
Vincent Paul Schmeltz, III	on behalf of Debtor Rhodium JV LLC tschmeltz@btlaw.com docketinglitin@btlaw.com

TOTAL: 281