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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, *et al.*,[1]	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	

LEHOTSKY KELLER COHN LLP'S MOTION FOR SANCTIONS AGAINST THE SPECIAL COMMITTEE OF RHODIUM ENTERPRISES, INC.'S BOARD OF DIRECTORS AND ITS COUNSEL BARNES & THORNBURG LLP, OR, IN THE ALTERNATIVE, FOR PAYMENT OF FEES AND EXPENSES UNDER SECTION 328

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

Lehotsky Keller Cohn LLP ("***LKC***") respectfully moves this Court for sanctions against the Special Committee of Rhodium Enterprises, Inc.'s Board of Directors ("***Special Committee***") and its counsel, Barnes & Thornburg LLP ("***Barnes & Thornburg***"), for their malicious campaign of publicly attacking and defaming LKC. This campaign, which included baseless accusations of "professional and ethical misconduct" and a frivolous claim that LKC violated its fiduciary duties, needlessly created a months-long fee dispute that imposed enormous costs on LKC and wasted

[1] 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.

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judicial and estate resources. The Court should sanction the Special Committee and Barnes & Thornburg under 11 U.S.C. § 105(a), 28 U.S.C. § 1927, and the Court's inherent authority. In the alternative, LKC requests that the Court authorize payment of LKC's fees, costs, and expenses incurred after August 14, 2025, in defending against the Special Committee's spurious attacks and bad-faith delay tactics under 11 U.S.C. § 328.

SUMMARY

1. The Special Committee and Barnes & Thornburg sought to deprive LKC of its success fee. When LKC refused to capitulate to their demands, the Special Committee and Barnes & Thornburg weaponized specious accusations of attorney misconduct in an effort to coerce LKC into accepting a lower fee. The Special Committee and Barnes & Thornburg began with threats and invectives, and when that did not work, they publicly accused LKC of breaching its fiduciary duty to its client. The Special Committee and Barnes & Thornburg knew the claim was patently frivolous, but they insisted on making it anyway. Worse, they filed it *publicly*, even after LKC requested that they file it under seal to minimize the harm to LKC's reputation, and even though the Special Committee required LKC to file substantial portions of its briefs defending itself under seal. *See* ECF No. 2151-1 at 3.

2. As expected, the false allegations were reported in the media and damaged LKC's professional reputation. The reports are still public and come up with a Google search of "Lehotsky Keller Cohn" and "bankruptcy."

3. Only on the eve of trial, after months of public accusations, did the Special Committee withdraw its baseless claims against LKC, without public explanation or apology. *See* ECF No. 1930. To this day, neither the Special Committee nor Barnes & Thornburg has apologized or admitted their wrongdoing.

4. Equally sanctionable was the Special Committee's and Barnes & Thornburg's vexatious litigation conduct. They delayed proceedings, refused to participate in discovery, and presented frivolous arguments to the court, all based on the patently false premise that LKC and this Court had to wait for an "agreed upon" tax allocation between the Debtors and Whinstone that would "determine how the [$185 million] settlement will be allocated as between a Damages Amount and an Asset Purchase Amount." ECF No. 1732 at 17. The Special Committee and Barnes & Thornburg contended that it was impossible to determine the LKC fee until the "agreed upon" allocation was complete, and that LKC was "irrationally impatien[t]" and put the Debtors at "audit risk" with the IRS by seeking its fee. ECF No. 1614 at 1, 3; ECF No. 1530 at 3.

5. This was not true, as the Special Committee well knew. The tax allocation was "not connected to LKC at all," as Debtors' counsel later admitted. Hearing Tr. Dec. 3, 2025 at 94:15-16. But even if a tax allocation could have been relevant, there *never* was an agreed-upon tax allocation because Whinstone rejected the Debtors' numbers and publicly filed its own with the Securities and Exchange Commission.

6. Nonetheless, for months, the Special Committee continued to insist that LKC needed to wait for the purported "agreed upon" tax allocation and that LKC was acting unethically by not acquiescing. In short, the Special Committee invented a fiction, peddled it to LKC and the Court, and then berated LKC for refusing to go along.

7. Ultimately, the Court saw through the Special Committee's unfounded smear campaign, rejected its meritless arguments, and awarded LKC's success fee in full. ECF No. 2198. But the Special Committee's abusive filings forced LKC to endure a barrage of false allegations and incur more than $1.5 million in attorney's fees and expenses. The Special Committee needlessly multiplied proceedings and depleted judicial resources by refusing to negotiate with

LKC, resisting discovery, and lodging a baseless objection to LKC's final fee application that necessitated months of discovery, motions practice, and four days' worth of hearings to resolve.

8. The Court should hold the Special Committee and Barnes & Thornburg accountable for their misdeeds through an order imposing sanctions, including payment of LKC's fees and expenses incurred after August 14, 2025, as a result of the Special Committee's abusive tactics. In the alternative, the Court should award LKC an upward adjustment of its fees under 11 U.S.C. § 328.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b).

10. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

11. The bases for the relief requested are 11 U.S.C. § 105(a), 11 U.S.C. § 328, 28 U.S.C. § 1927, and this Court's inherent authority.

FACTUAL BACKGROUND

A. LKC's Exceptional Representation of the Debtors

12. Long before bankruptcy proceedings commenced, LKC and Stris & Maher LLP represented Rhodium through multiple periods when the survival of Rhodium's business was on the line. ECF No. 1111 at 3.

13. The results they obtained were "exceptional." *Id.* LKC and Stris repeatedly helped the Debtors secure crucial injunctive relief. According to the Debtors' general counsel, "without the injunctions, Rhodium would have likely been forced out of business." ECF No. 1111-1 at 2 ¶ 6.

14. When the Debtors entered bankruptcy, LKC and Stris continued to represent them in the assumption litigation against Whinstone, delivering critical victories on assumption-related issues. *See, e.g.*, ECF Nos. 579, 763, 800.

15. LKC and Stris also developed affirmative claims against Whinstone and its parent company Riot, allowing the Debtors to file a complaint for more than $300 million before mediation. ECF No. 770.

16. Due to LKC's and Stris's successful representation, the Debtors secured a $185 million settlement with Whinstone in April 2025. *See* ECF Nos. 880 at 9, 921 at 11.

17. The Debtors "fully recognize[d] the value of [LKC's] services" and acknowledged LKC "paved the way for a settlement with Whinstone." ECF No. 1111-1 at 4, ¶ 13. As the Debtors told the Court, "LKC provided enormous value to the estate." ECF No. 1111 at 10. "LKC's contributions were substantial and critical to the value of the estate." *Id.* at 11. Its services were "exceptional." In the words of the Debtors' CEO and chairman of the board, LKC won "[e]very single battle" and never "fail[ed]" or "let [the Debtors] down." Chase Blackmon Dep Tr. 29:2-13. As he put it, "Y'all are winners. Let the winners continue to win. You know, go forth and conquer." *Id.* at 29:8-9.

B. The Special Committee Refuses to Negotiate LKC's Success Fee in Good Faith

18. Under the Court's updated retention order, LKC was entitled to a percentage of "any recovered energy credits" and "any additional damages not attributable to energy credits." ECF No. 1418 at 5-6.

19. In the event of settlement, the engagement letter approved by the Court provided that "the [Debtors] and Lehotsky Keller Cohn LLP will determine in good faith the portion of the transaction value […] allocable to energy credits." *Id.* at 6.

20. Despite this Court-approved framework requiring good-faith determination of the allocation, the Special Committee (after claiming that the Debtors were conflicted) refused to engage in any meaningful negotiation.

21. The Special Committee stonewalled LKC's requests for information and refused to share even documents the Debtors had provided to other parties to the bankruptcy, including the SAFE AHG.

22. The Special Committee's refusal to negotiate or share any documents left LKC no choice but to pursue discovery relevant to the allocation of settlement proceeds. On August 7, 2025, LKC issued Rule 2004 discovery requests to the Debtors seeking targeted information related to LKC's fees—documents the Special Committee should already have voluntarily produced. ECF No. 1515.

C. The Special Committee Initiates a Campaign of False Accusations

23. The Special Committee responded with hostility. On August 13, 2025, Barnes & Thornburg sent a late-night ultimatum demanding withdrawal of the Rule 2004 requests by 1:30 p.m. the next day, accusing LKC of "violat[ing] its professional responsibilities and its fiduciary duties" and threatening sanctions. *See* ECF No. 1529-2.

24. The next day, LKC asked for a status conference to get "the Court's guidance." ECF No. 1529 at 3. The Special Committee then moved to quash LKC's Rule 2004 requests, littering its motion with incendiary allegations, and even opposed the status conference. ECF No. 1530.

25. The Special Committee accused LKC of "acting in utter disregard to its clients' need to comply with the Whinstone settlement agreement and the Internal Revenue Code," *id.* at 2; "violat[ing] its professional responsibilities and its fiduciary duties," *id.* at 3; making "unethical" and "sanctionable" discovery requests, *id.* at 14; and creating "an artificial emergency," *id.* at 14.

26. The Special Committee's invectives and actions intensified after the Court's ruling on the Debtors' Objection to the SAFE Proofs of Claim, ECF No. 1592. Lead counsel from Barnes & Thornburg informed LKC's counsel that, as a result of the decision, he now had "a new master." *See* Wolfshohl Declaration attached hereto as Exhibit 1, ¶ 3**.** His new master, the SAFE Ad Hoc Group, which previously opposed Debtors' updated application to retain LKC, apparently wanted him to deprive LKC of its success fee.

27. Accordingly, the Special Committee amped up its rhetoric and incendiary accusations in its reply brief, accusing LKC of "irrational impatience," ECF No. 1614 at 1; "alarming" and "improper behavior," *id.* at 2; "ignoring its ethical obligations," *id.*; "making an absurd request for sanctions," *id.*; making discovery requests "in bad faith" that were "intended to spook Debtors and the Special Committee into paying LKC prematurely," *id.* at 8; and demonstrating "disregard for an attorney's obligation of candor to the Court," *id.* at 13.

D. LKC Files its Fee Application, and the Special Committee Continues Making Baseless Accusations

28. Unwilling to capitulate, LKC filed its final fee application on August 22, 2025. At Debtors' request, LKC kept the details about the success fee under seal. *See* ECF Nos. 1560, 1561.

29. But the Special Committee wanted more delay after admitting it had no "evidence" to contest LKC's fees. ECF No. 1614 at 10 ("evidence . . . does not yet exist"). On September 9, 2025, the Special Committee demanded that LKC consent to an extension. The Special Committee provided LKC with a draft "emergency" motion for an extension of time contending that the Special Committee believed it "potentially" had "claims" against LKC "for breach of fiduciary duty, malpractice, and fraud." ECF No. 1633-3 at 7.

30. The Special Committee threatened to publicly file this motion with these accusations if LKC refused to consent to the extension. LKC asked counsel for the Special

Committee what basis it had for accusing LKC of misconduct. Counsel for the Special Committee admitted he could not articulate any claim. *See* ECF No. 1633 at 6.

31. LKC warned the Special Committee against making a frivolous filing. LKC also requested that if the Special Committee insisted on filing a claim, it do so under seal to avoid public damage to LKC's reputation. But the Special Committee refused. *See* Exs. A, B to ECF No. 2151 (Sept. 10 and Sept. 30, 2025 emails from T. Schmeltz to J. Wolfshohl).

32. On September 30, 2025, Barnes & Thornburg sent an email to LKC's counsel stating: "Tomorrow, we will be filing our objection to your client's application and our affirmative claim for breach of fiduciary duty. We do not intend to file this document under seal." ECF No. 2151, Ex. B.

33. The next day, the Special Committee filed its objection to LKC's fee application, publicly declaring: "The Debtors hold and assert a claim against LKC for breach of fiduciary duty in connection with the Fee Application." ECF No. 1732 at 20.

34. The Special Committee baselessly contended that:

- "LKC breached its fiduciary duty by demanding fees before they are due—and by making that demand in such a manner that, if Rhodium acquiesced, would create substantial liability," *id.* at 21;
- "Making the payment that LKC demands would cause Rhodium to breach the PSA and possibly violate the Internal Revenue Code and the Treasury Regulations thereunder," *id.*; and
- "LKC is putting the Debtors—its own clients—in a terrible position as part of what looks like an effort to leverage a favorable result," *id.*

35. The Special Committee eventually abandoned its breach-of-fiduciary-duty allegations against LKC. On November 1, 2025, just two days before trial, the Special Committee filed a notice withdrawing its "arguments and/or claims related to any breach of privilege, ethical obligations, fiduciary duty or other misconduct by Lehotsky Keller Cohn." ECF No. 1930 at 1.

36. The Special Committee's filing provided no explanation for this abrupt reversal after months of public accusations. The Special Committee never apologized for its baseless accusations or acknowledged their falsity.

E. The Special Committee's Vexatious Litigation Conduct

37. The Special Committee abused the discovery process as well, unilaterally refusing to attend depositions or to produce documents, and imposing needless expense on LKC.

38. For example, LKC noticed the deposition of Chase Blackmon, the Debtors' CEO and Chairman of the Board, for October 16, 2025. Two LKC attorneys traveled from Washington, D.C. for the deposition. After those attorneys were in flight, the Special Committee notified LKC that Mr. Blackmon would not be appearing for his duly noticed deposition. The Special Committee acknowledged to the Court that it would not produce Mr. Blackmon for his scheduled deposition, *see* Hearing Tr. Oct. 15, 2025 at 17:4-10 ("[W]e did receive a deposition notice for Chase Blackmon that's set to occur tomorrow. I just got that notice last week. We've noted that we would not have Chase Blackmon there. I think LKC's view is they properly noticed that. […] We thought that was awfully tight, and it was not sufficient notice."); *id.* at 18:25-19:1 ("I will note that we're not going to have Mr. Blackmon available tomorrow for a deposition.").

39. LKC attorneys also endured needless verbal abuse during depositions from counsel for the Special Committee. For instance, during the deposition of LKC attorney Jonathan Cohn, Mr. Schmeltz labeled LKC attorney Todd Disher an "absolute maniac" and told the witness, Mr. Cohn, that he "needed therapy."

40. In addition, the Special Committee chose not to follow this Court's order to produce third-party communications. The Special Committee produced none of its correspondence with the SAFE AHG (not even the paltry handful of documents the SAFE AHG produced), concealing the full extent to which the Special Committee served its master.

41. The Special Committee also engaged in gamesmanship with its disclosures of experts and expert reports.

42. The Special Committee first attempted to ambush LKC by offering its expert witness from B. Riley for deposition less than 24 hours before trial. At noon on October 30, 2025—the deadline for exchanging witness and exhibit lists—the Special Committee identified Joe Nardini as a "fact and expert witness" and produced a purported expert report from B. Riley just minutes before the filing deadline. ECF No. 1897; *see* ECF No. 1933 at 3-4. The Special Committee offered the witness for a one-hour remote deposition on Sunday, November 2, the day before trial.

43. The Court made clear it would not tolerate this "trial by ambush." Hearing Tr. Oct. 30, 2025 at 15:24-16:1. The Special Committee withdrew the B. Riley expert entirely. Shortly thereafter, at 9:04 p.m. Central Time, the Special Committee clawed back the B. Riley expert report, instructing LKC to "cease any review, dissemination, or use of these materials, and return or destroy all copies immediately." ECF No. 1933-3 at 4.

44. The Special Committee then pivoted to a new expert, Mike Rosten from BDO. On the evening of October 30, the Special Committee informed LKC that it would produce its "BDO representative" for deposition the following afternoon. ECF No. 1933-4 at 4-5. The Special Committee did not provide Mr. Rosten's untimely expert report until midnight Central Time, just 14 hours before Mr. Rosten's scheduled deposition. ECF No. 1933-7.

45. Mr. Rosten's deposition revealed he had not reached his own expert opinions. The Special Committee had retained Mr. Rosten just two days earlier, on Wednesday, October 29, 2025. ECF No. 1933-2 at 11:9-17. He did not author the report bearing his signature; it was written by his colleague, Jeff Katz, who would be unavailable to testify at trial. *Id.* at 35:5-37:1; 132:12-16. Mr. Rosten first saw a draft of "his" report on Thursday morning, and that draft already contained the flawed analysis reflected in the final report. *Id.* at 35:5-37:1.

46. [redacted]

47. After this disastrous deposition, the Special Committee elected not to call Mr. Rosten as a witness at trial, rendering the entire costly exercise a waste of estate resources and LKC's time.

F. The Special Committee's Story Unravels

48. The fee dispute proceeded to trial, requiring the Court to conduct hearings on four separate days: November 3, December 3, December 11, and December 17, 2025. As this process played out, it became increasingly clear that the Special Committee had no basis for its allegations against LKC or the positions it was taking before the Court.

49. The crux of the Special Committee's objection to LKC's fee application was that LKC and the Court must wait for the Debtors' "agreed upon" tax allocation with Whinstone. ECF No. 1732 at 17. The Special Committee claimed that the tax allocation would "determine how the

settlement payment will be allocated as between a Damages Amount and an Asset Purchase Amount." ECF No. 1732 at 17. At every stage of this dispute, the Special Committee relied on the supposed need to wait for the tax allocation.

50. The Special Committee refused to negotiate with LKC until "after that allocation is completed." ECF No. 1614 at 3; *see also id.* at 7. Indeed, lead counsel for the Special Committee "asked one of [his] colleagues to inform [LKC] that the tax allocations had not yet been resolved and we could not proceed in further fee discussions until the Allocation Statement was completed." ECF No. 1530-1 at 5.

51. The Special Committee also resisted Rule 2004 discovery on the ground that it pre-dated an agreement with Whinstone on the tax allocation. In moving to quash Rule 2004 discovery, the Special Committee argued that the tax "allocation must be determined first, and agreed upon with Whinstone." ECF No. 1614 at 3. The Special Committee insisted "[t]here [wa]s nothing to discover" before the tax allocation was complete because the "evidence . . . d[id] not yet exist." *Id.* at 10.

52. The Special Committee used the supposedly forthcoming agreed-upon tax allocation to delay the Court's consideration of LKC's fee application. In reply in support of its motion for an extension of time, the Special Committee again asserted that "[o]nly *after* that allocation is complete can the Debtors and LKC (or the Court) negotiate the amount of the success fee, which is dependent on the amount allocated to the settlement of legal claims." ECF No. 1665 at 2. It labelled LKC's fee application "premature" because "[c]alculation of the Success Fee . . . would be futile and improper *unless and until* the Debtors and Whinstone reach agreement on how, for tax purposes, to allocate the money paid by Whinstone to Debtors." ECF No. 1732 at 17. According to the Special Committee, "[t]he Success Fee can only be calculated after the Debtors

and Whinstone determine how the settlement payment will be allocated as between a Damages Amount and an Asset Purchase Amount." *Id.*

53. The Special Committee knew all along that the Whinstone allocation was irrelevant.

54. The Special Committee's own witness (and the Debtors' general counsel), Mr. Charles Topping, testified during a June 2025 deposition [redacted]

55. After all, as Mr. Topping was well aware, the retention agreement approved by this Court expressly required *the Debtors and LKC*—not Whinstone—to determine the allocation for LKC's success fee in good faith. ECF No. 1418 at 6. Likewise, the PSA between the Debtors and Whinstone provided that those parties would negotiate an "Allocation Statement" "[f]or tax purposes." ECF No. 1530-3 at 7. The PSA even specified, "[f]or the avoidance of doubt, nothing contained herein shall be deemed an allocation of asset value for purposes of distribution to any Seller's stakeholders." *Id.*

56. When asked whether it would violate the PSA "if Rhodium and Whinstone reach one allocation for the purposes of the PSA and then Rhodium and LKC reach a different allocation for purposes of the fee dispute," Debtors' tax advisor testified that his "personal view is it wouldn't violate the PSA." Hearing Tr. Dec. 3, 2025 at 119:19-24. Nor would any inconsistency be evident.

Debtors' tax advisor explained that "the Debtors and Whinstone agreed that the only item to be reported on Form 8594, Asset Acquisition Statement Under Section 1060, was the tangible assets," meaning the tax allocation need not even address the value of the settled litigation claims. ECF No. 2140 at 4.

57. Summing it up, Debtors' bankruptcy counsel described the tax allocation with Whinstone as "not connected to LKC at all." Hearing Tr. Dec. 3, 2025 at 94:15-16.

58. But even if an agreed-upon tax allocation could have had some relevance to the LKC fee dispute, the Special Committee knew that Debtors and Whinstone could not reach an agreement. They were at an impasse: The Debtors' tax consultants valued the tangible assets at more than $43.5 million—which was six times higher than the $7.2 million valuation Whinstone proposed. ECF No. 2140 ¶¶ 6, 8. The parties also attributed vastly different values to the intangible assets. In negotiations with Whinstone, "[t]he debtors ascribed $56.89 million to intangible assets." *Id.* ¶ 8. But Whinstone valued the intangible assets at *zero*. *Id.*

59. Whinstone's parent company, Riot Platforms, Inc., publicly disclosed its position in its Form 10-Q filed on July 31, 2025, two weeks before the Special Committee's first brief demanding that LKC wait for the Whinstone allocation: "The fair market value of the tangible assets acquired was estimated to be $7.3 million and was determined using the cost approach, which utilizes replacement cost as an indicator of fair value." Riot Platforms, Inc., Form 10-Q (July 31, 2025), at 9. "Whinstone was not able to sign an Allocation Statement because it would vary from its publicly filed statements . . . ." ECF No. 2140 at 5. Thus, the Special Committee knew, no later than September 2025, that Debtors and Whinstone "were at an impasse on tangible asset valuation." *Id.* at 4.

60. Nevertheless, the Special Committee insisted that LKC wait for this fictional (and irrelevant) "agreed upon" tax allocation. The Special Committee then doubled down on its position by accusing LKC of violating fiduciary duties by not waiting. Thus, for months, the Special Committee was peddling a malicious fiction in a sanctionable attempt to gain negotiating leverage and to punish LKC for deigning to seek the fees it earned.

G. The Special Committee's Bad-Faith Campaign Harms LKC

61. The Special Committee's bad-faith conduct caused LKC substantial harm. LKC incurred more than $1.5 million in attorney's fees and expenses defending against the Special Committee's meritless objection and accusations. Payment of LKC's success fee was delayed eight months for reasons that trial revealed to be entirely baseless. And LKC's professional reputation was damaged by months of public accusations of ethical violations, breach of fiduciary duty, malpractice, and fraud. These baseless accusations were reported in the media during the proceedings,[2] and the Special Committee never publicly recanted or acknowledged that the allegations were false.

62. Meanwhile, the Special Committee profited from its unfounded campaign against LKC. From October to December, the Special Committee billed the estate for more than $1 million

[2] *See, e.g.*, Ben Zigterman, *Fee Dispute Stalls Rhodium Ch. 11 Plan*, Law360 (Dec. 3, 2025), https://tinyurl.com/ycxz7dfk ("In November, the special committee of Rhodium's board of directors objected to Lehotsky Keller's request for an $8.9 million success fee that was based in part on recovered energy credits and damages for claims asserted against Whinstone. The special committee argued that the law firm made its request prematurely, as Rhodium and Whinstone hadn't yet agreed on the allocation of the settlement between claims asserted and the purchase of Rhodium assets."); *id.* ("The special committee has argued that Lehotsky Keller's calculation of its fee is based on internal and privileged information that is out of date."); Randi Love, *Rhodium Board Committee, Stakeholders Appeal Bankruptcy Fees*, Bloomberg Law (Jan. 8, 2026) https://tinyurl.com/mrywrcbx ("The fee request was based on privileged information about the allocations and the amounts hadn't been determined at the time the compensation application was filed, the committee said in an Oct. 1 filing."); *id.* ("Lehotsky Keller's success fees were requested too early, creating 'an unnecessary risk around competing allocations,' the committee said. Rhodium had to incur legal fees protecting its estate and Lehotsky Keller put its own interests ahead of its client, the committee argued.").

in fees, representing entries from more than a dozen timekeepers, for its work opposing LKC's fees. *See* ECF Nos. 2205, 2207, 2280.

STANDARD

63. This Court has "inherent powers" to sanction "conduct which abuses the judicial process." *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45-46 (1991). It likewise has "equitable powers" to "sanction a party" under the Bankruptcy Code. *Matter of Ridgeway*, 973 F.3d 421, 427 (5th Cir. 2020) (citing *Matter of Sadkin*, 36 F.3d 473, 478-79 (5th Cir. 1994); 11 U.S.C. § 105(a)); *see also In re SkyPort Glob. Comms., Inc.*, 528 B.R. 297, 322 (S.D. Tex. 2015) ("[Section] 105 is broad enough to empower bankruptcy courts to sanction attorneys in conjunction with their inherent power 'to implement the Bankruptcy Code and prevent abuses of the bankruptcy process[.]'" (quotation omitted)). Sanctions are appropriate when "a party has 'acted in bad faith, vexatiously, wantonly, or for oppressive reasons.'" *Chambers*, 501 U.S. at 45-46; *see also In re Yorkshire, LLC*, 540 F.3d 328, 332 (5th Cir. 2008) (same). In addition, this Court may order an attorney to pay "costs, expenses, and attorney's fee reasonably incurred because of" conduct that "unreasonably and vexatiously" multiplies "the proceedings." 28 U.S.C. § 1927; *see In re Pastran*, 462 B.R. 201, 208 n.9 (Bankr. N.D. Tex. 2011) ("The Fifth Circuit has expressly held that bankruptcy courts have the ability to impose sanctions under 28 U.S.C. § 1927." (citing *Citizens Bank & Tr. Co. v. Case* (*In re Case)*, 937 F.2d 1014, 1023 (5th Cir. 1991)); *In re DePugh*, 409 B.R. 125, 141 (Bankr. S.D. Tex. 2009) ("[T]his Court may impose sanctions pursuant to 28 U.S.C. § 1927 by requiring attorneys to pay excess costs attributable to their misconduct.").

ARGUMENT

I. The Court Should Sanction the Special Committee and Barnes & Thornburg

A. The Special Committee Filed Baseless Claims and Allegations Against LKC.

64. The Special Committee and its counsel repeatedly maligned LKC through public accusations of misconduct and breach of fiduciary duty, based on a premise it knew was false. *See, e.g.*, ECF Nos. 1530, 1614, 1732; Exs. A, B to ECF No. 2151. This is "bad faith, vexatious[], wanton[]," and "oppressive" conduct worthy of sanctions. *Chambers*, 501 U.S. at 45-46.

65. Counsel for the Special Committee admitted he could not articulate any factual basis for these claims. *See* ECF No. 1633 at 6. Yet the Special Committee publicly filed a claim for breach of fiduciary duty and refused LKC's request to file it under seal. ECF No. 1732 at 20-22; Ex. B to ECF No. 2151. The Special Committee filed it publicly to defame LKC. Especially considering that the Special Committee has insisted LKC file large portions of its briefs and defense under seal, there was no legitimate reason for the Special Committee to publicly file its frivolous claim against LKC. The Special Committee then filed several unsealed pleadings regarding the tax allocation, further demonstrating the frivolousness of its supposed concerns. *See* ECF Nos. 1732 and 1881.

66. On the eve of trial, the Special Committee withdrew all of its misconduct allegations because it knew they were all baseless. ECF No. 1930.

67. The Special Committee's conduct violated basic standards of professional responsibility. "[B]aseless and offensive attacks on opposing counsel" warrant sanctions. *Deutsch v. Henry*, 2016 WL 7165993, at *20 (W.D. Tex. Dec. 7, 2016), *aff'd*, 2017 WL 5652384 (W.D. Tex. Mar. 28, 2017). "[A]busive remarks against opposing counsel" are "offensive and damaging" to the judicial process. *Redd v. Fisher Controls*, 147 F.R.D. 128, 133 (W.D. Tex. 1993). That is doubly true when they are "absolute[ly] false[]." *Id.* at 132; *see also Olmstead v. Hoppe*, No. 2020

WL 1482324, at *4 (N.D. Tex. Mar. 27, 2020) (imposing sanctions when the party made "reprehensible threats" against the opposing party and "repeatedly expressed his intent to attack and demean opposing counsel"). Just so here.

B. The Special Committee Made Knowing Misrepresentations to the Court.

68. "[U]sing its inherent power, this Court may impose sanctions on a party or a party's attorney who engages in 'acts which degrade the judicial system, including . . . fraud, misleading, and lying to the Court.'" *In re Cash Media Systems, Inc.*, 326 B.R. 655, 674 (Bankr. S.D. Tex. 2005) (quoting *Chambers*, 501 U.S. at 42).

69. For months, the Special Committee repeatedly told this Court that LKC and the Court must wait for the "agreed upon" tax allocation between the Debtors and Whinstone, which would "determine how the settlement payment will be allocated as between a Damages Amount and an Asset Purchase Amount." ECF No. 1732 at 17. The Special Committee insisted this allocation was essential to calculating LKC's fee and that any action before the allocation was complete would be premature, unethical, and potentially illegal.

70. These representations were false, and the Special Committee knew they were false. The Whinstone tax allocation pertained only to tangible assets and had no connection to LKC's success fee. ECF No. 2140 ¶¶ 10, 14; Hearing Tr. Dec. 3, 2025 at 94:15-16.

71. The Special Committee's own witness, [redacted] The retention agreement approved by this Court expressly required the Debtors and LKC—not Whinstone—to determine the allocation in good faith. ECF No. 1418 at 6.

72. Yet the Special Committee continued to assert the opposite in brief after brief, forcing LKC to engage in extensive discovery, motion practice, and a multi-day trial to disprove a premise the Special Committee knew was false. *See, e.g.*, ECF Nos. 1530, 1614, 1665, 1732.

73. Even worse, [redacted] Even after Whinstone's parent company publicly disclosed its valuation in its 10-Q filing, the Special Committee rejected Whinstone's valuation, all while accusing LKC of creating "audit risk" for the Debtors due to potential "inconsistent positions." ECF No. 1530 at 3, 6.

74. Finally, in December 2025, after multiple hearings, the Debtors' bankruptcy counsel acknowledged that the tax allocation with Whinstone was "not connected to LKC at all." Hearing Tr. Dec. 3, 2025 at 94:15-16. And the Special Committee's tax advisor told the Court in a sworn declaration that the Whinstone allocation addressed only the valuation of "the tangible assets." ECF No. 2140 ¶ 10.

C. The Special Committee and Barnes & Thornburg Unreasonably and Vexatiously Multiplied the Proceedings.

75. Sanctions are appropriate when a party "scheme[s]" to "defeat [their opponent's] claim by harassment, repeated and endless delay, mountainous expense and waste of financial resources," rather than by meeting the claim on the merits. *Chambers*, 501 U.S. at 57 (citation omitted); *see also In re Cano*, 410 B.R. 506, 542 (Bankr. S.D. Tex. 2009) (explaining that bankruptcy courts have broad authority to "fashion[] equitable remedies to curb abuses" like "inefficient and unnecessary litigation"). Conduct by an attorney is "unreasonable and vexatious" under 28 U.S.C. § 1927 when there is "evidence of bad faith, improper motive, or reckless disregard of the duty owed to the court." *Edwards v. General Motors Corp.*, 153 F.3d 242, 246 (5th Cir. 1998) (internal citations omitted). Courts will infer bad faith "when the attorneys' actions are so completely without merit as to require the conclusion that they must have been undertaken

for some improper purpose such as delay." *ACLI Gov't Secs., Inc. v. Rhoades*, 907 F. Supp. 66, 68 (S.D.N.Y. 1995).[3]

76. The Debtors had an unambiguous legal obligation to negotiate LKC's success fee in good faith. ECF No. 1418 at 6. Instead, at the behest of its "new master," the Special Committee refused to engage in any meaningful negotiation, filed inflammatory accusations against LKC, and forced extensive discovery, motion practice, and a multi-day trial. By adhering to the SAFE AHG's directive and prolonging a meritless fee dispute with LKC, counsel for the Special Committee abdicated its fiduciary duties to the Debtors and the estate.

77. All of this was based on a premise the Special Committee knew was false: that the Whinstone tax allocation would determine LKC's fee. The tax allocation had "no connection to LKC at all." Hearing Tr. Dec. 3, 2025 at 94:15-16.

78. The Special Committee's conduct exemplifies the type of vexatious multiplication of proceedings that warrants sanctions. The Special Committee embarked on a scorched-earth litigation strategy designed to delay payment and pressure LKC into accepting a significantly reduced fee. The Special Committee forced LKC to engage in extensive discovery, including depositions of multiple witnesses and the production of voluminous documents. It ambushed LKC with last-minute expert witnesses, requiring costly emergency depositions only to withdraw those experts before trial. It publicly accused LKC of ethical violations, breach of fiduciary duty,

[3] *See also Ratliff v. Stewart*, 508 F.3d 225, 234-35 (5th Cir. 2007) (recognizing that "obviously unreasonable" attorney conduct permits a court to infer improper purpose); *Edwards*, 153 F.3d at 246 (affirming the use of Section 1927 sanctions where an attorney deliberately maintained claims she knew or should have known had no merit); *Day v. Amoco Chems. Corp.*, 595 F. Supp. 1120, 1123 (S.D. Tex. 1984) (inferring bad faith where meritless claim lacked "any colorable basis in law"); *see also In re Taxable Mun. Bond Sec. Litig.*, 1994 WL 34924, at *3 (E.D. La. Feb. 3, 1994), *aff'd*, 51 F.3d 518 (5th Cir. 1995) (holding that counsel's "actions may be so completely without merit that the court is required to conclude that the actions were taken recklessly or for some improper purpose"); *see also McGoldrick Oil Co. v. Campbell, Athey & Zukowski*, 793 F.2d 649, 653–54 (5th Cir. 1986) (finding that appeal was "so devoid of merit" as to be frivolous and thereby warrant sanctions under Section 1927 and Federal Rule of Appellate Procedure 38).

malpractice, and fraud—accusations it knew were baseless and ultimately withdrew without explanation on the eve of trial. The Special Committee's machinations necessitated four separate hearing dates and months of motion practice, all in service of a premise the Special Committee knew was false: that LKC's fee calculation depended on a tax allocation with Whinstone that, in reality, had no connection to LKC's success fee whatsoever. And at no point until its closing argument on the fourth day of trial did the Special Committee put forth its own good-faith calculation of LKC's success fee.

79. Even after the Court entered a final order approving LKC's fee application, the Special Committee resisted payment. Only after LKC filed a motion for contempt did the Special Committee relent and issue payment to LKC.

80. This pattern of conduct—filing inflammatory accusations, engaging in discovery gamesmanship, missing deadlines, imposing unnecessary burdens on opposing counsel, and forcing protracted litigation over a manufactured dispute—constitutes precisely the type of bad-faith conduct that courts routinely sanction under Section 1927 and inherent authority.

D. The Court Should Award LKC Attorneys' Fees For Its Work Defending Against The Special Committee's Baseless Attacks.

81. This Court should order the Special Committee and Barnes & Thornburg to pay the fees, costs, and expenses LKC has incurred in defending itself against Barnes & Thornburg's malicious and unfounded accusations. This is a routine remedy when a party's bad-faith conduct "unreasonably and vexatiously" multiplies "the proceedings," as Barnes & Thornburg has done here. 28 U.S.C. § 1927; *see also In re Carroll*, 850 F.3d at 816 (affirming bankruptcy court's order requiring debtors to pay attorney's fees incurred in "responding to certain instances of [their] bad faith [and] . . . vexatious conduct").

II. In the Alternative, the Court Should Award LKC Additional Attorney's Fees and Expenses Under Section 328 For Its Work Fending Off the Special Committee's Baseless Attacks.

82. In the alternative, LKC asks that the Court award LKC additional compensation "after the conclusion of [its] employment" because the Special Committee's bad-faith interference has rendered the "terms and conditions" of LKC's engagement "improvident in light of developments not capable of being anticipated at the time of fixing such terms and conditions." 11 U.S.C. § 328(a).[4]

83. Neither the Debtors nor LKC could have anticipated the Special Committee's brazen disregard for the terms approved in the Court's updated retention order or its decision to embark on a campaign of invectives, threats, and public allegations of misconduct against LKC. This course of action needlessly and vexatiously multiplied the proceedings and depleted the resources of all parties involved, including the estate and the Court. LKC lawyers have spent hundreds of hours defending the firm against the Special Committee's spurious attacks and responding to its numerous "emergency" motions. The Special Committee's initial refusal to provide any documents or calculations supporting its objection to LKC's fee application required LKC to undertake expedited discovery, including taking the depositions of Debtors' CEO, CFO, and 30(b)(6) representatives and defending the deposition of Jonathan Cohn. The Special Committee's baseless objection ultimately required four days' worth of hearings and extensive motions practice to resolve.

84. The Debtors and LKC sought and obtained the Court's approval for updated retention of LKC under an engagement letter that provided for reimbursement of "reasonable

[4] The Supreme Court's decision in *ASARCO* regarding courts' authority to award fees for fee dispute litigation addressed only 11 U.S.C. § 330, and not courts' discretion to adjust awards under 11 U.S.C. § 328. *See Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. 121, 134-35 (2015).

expenses . . . including but not limited to . . . legal advice on retention and compensation matters" and stated that in the event of a settlement with Whinstone, "the [Debtors] and Lehotsky Keller Cohn LLP will determine in good faith" the proper allocation of energy credits and damages. ECF No. 835 at 14-15. But for several months, the Special Committee disregarded that deal, refusing to state its position on the allocation, contesting LKC's hourly bills for work performed on behalf of the Debtors, and objecting to reimbursement of LKC's expenses for the very "legal advice on retention and compensation matters" the parties expressly addressed in their engagement letter. *See* ECF No. 1732 at 18-19. Even after the Court ordered the Special Committee to identify the uncontested portion of LKC's final fee application for payment, the Special Committee objected to a significant portion of LKC's hourly fees and expenses and the entirety of the portions of the success fee predicated on recovered energy credits and damages. Only after the Court stated it was "very surprised" that the Special Committee only identified "the $600,000 plus some . . . other small amount" did the Special Committee relent and pay a portion of the success fee. *See* Hearing Tr. Oct. 15, 2025 at 20:23-21:3. But the Special Committee continued to object to a portion of LKC's hourly fees and expenses until midway through trial. *See* Hearing Tr. Dec. 17, 2025 at 42:6-7 ("We've dropped our objection to the hourly fee invoices of professionals.").

85. Even worse, the Special Committee argued for months—again, contrary to the engagement letter—that the calculation of LKC's success fee hinged on a nonexistent tax allocation between Debtors and Whinstone.

86. The Special Committee cannot now claim identity with the Debtors to avoid an upward adjustment under Section 328. The Special Committee told the Court that the Special Committee and the Debtors are separate and distinct. For instance, the Special Committee claimed that it—not the Debtors—was the "adverse party" litigating claims against LKC. *See, e.g.*, Hearing

Tr. Nov. 3, 2025 at 149:24-150:19 (Special Committee's counsel arguing that "the adverse party is the Special Committee" and that the Debtors' CEO "is neither an adverse party, because the adverse party is the Special Committee"). Having taken this position to gain a litigation advantage, the Special Committee should be judicially estopped from asserting a contrary position. Moreover, Section 328 applies precisely because the Special Committee's bad-faith interference as a party separate from the Debtors constitutes an unanticipated development that has rendered the terms of LKC's engagement improvident.

87. Because LKC suffered eight months of delay, incurred more than $1.5 million in attorney's fees, expenses, and lost attorney time, and was forced to defend against a public campaign of harassment and baseless allegations, all premised on a theory the Special Committee knew to be false, the Court should award an upward adjustment of LKC's fees under 11 U.S.C. § 328.

[*Remainder of Page Intentionally Blank*]

CONCLUSION

WHEREFORE, LKC respectfully requests that the Court enter an order sanctioning the Special Committee and its counsel, Barnes & Thornburg LLP, and awarding attorneys' fees, costs, and expenses to LKC, or, in the alternative, an order under 11 U.S.C. § 328 awarding an upward adjustment of LKC's fees by an amount the Court concludes is just and proper.

Dated: February 13, 2026
Houston, Texas

Respectfully submitted,

/s/ Joshua W. Wolfshohl

Joshua W. Wolfshohl (TX Bar No. 24038592)
Michael B. Dearman (TX Bar No. 24116270)
PORTER HEDGES LLP
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

I hereby certify that, on February 13, 2026, a true and correct copy of the foregoing document was served via email through the Bankruptcy Court's Electronic Case Filing System on the parties that have consented to such service.

/s/ Joshua W. Wolfshohl
Joshua W. Wolfshohl

EXHIBIT 1

WOLFSHOHL DECLARATION

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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, *et al.*,[1]	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	

DECLARATION OF JOSHUA W. WOLFSHOHL IN SUPPORT OF LEHOTSKY KELLER COHN LLP'S MOTION FOR SANCTIONS AGAINST THE SPECIAL COMMITTEE OF RHODIUM ENTERPRISES, INC.'S BOARD OF DIRECTORS AND ITS COUNSEL BARNES & THORNBURG LLP, OR, IN THE ALTERNATIVE, FOR PAYMENT OF FEES AND EXPENSES UNDER SECTION 328

I, Joshua W. Wolfshohl, declare as follows:

1. I am a partner in the law firm of Porter Hedges LLP. I am admitted in, practicing in, and a member in good standing of the State Bar of Texas. I am bankruptcy counsel for Lehotsky Keller Cohn LLP ("***LKC***") in this matter. This Declaration is given in support of *Lehotsky Keller Cohn LLP's Motion for Sanctions Against the Special Committee of Rhodium Enterprises, Inc.'s Board of Directors and Its Counsel Barnes & Thornburg LLP, or, in the Alternative, for Payment of Fees and Expenses under Section 328* (the "***Motion***").

2. On August 30, 2025, the Court entered its *Memorandum Opinion Overruling Debtors' Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim*. ECF No. 1592 (the "***SAFE Claim Objection Ruling***").

[1] 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.

3. In early September, 2025, Trace Schmeltz (Barnes & Thornburg LLP), counsel for the Special Committee of the Board of Directors of Rhodium Enterprises, Inc. (the "***Special Committee***"), communicated to me that the Debtors had a "new master" in reference to the Ad Hoc Group of SAFE Parties based on the SAFE Claim Objection Ruling.

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

Dated: February 13, 2026
Houston, Texas

/s/ Joshua W. Wolfshohl
Joshua W. Wolfshohl
Partner, Porter Hedges LLP

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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, *et al.*,[1]	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	

ORDER GRANTING SANCTIONS AGAINST THE SPECIAL COMMITTEE OF RHODIUM ENTERPRISES, INC.'S BOARD OF DIRECTORS AND ITS COUNSEL BARNES & THORNBURG LLP
[ECF No. _____]

Upon the motion (the "***Motion***")[2] of Lehotsky Keller Cohn LLP ("***LKC***") for sanctions against the Special Committee (the "***Special Committee***") of Rhodium Enterprises, Inc.'s Board of Directors and its counsel Barnes & Thornburg LLP ("***B&T***"), or in the alternative, for payment of fees and expenses under section 328 of the Bankruptcy Code, all as more fully set forth in the Motion, and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that LKC's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

[1] 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.

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

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the "***Hearing***"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, this Court FINDS AND CONCLUDES THAT:

a. B&T acted as counsel to the Special Committee in the above-captioned case and acted at the Special Committee's direction.

b. As alleged and demonstrated in the Motion and at the Hearing, B&T and the Special Committee unreasonably and vexatiously multiplied these proceedings within the meaning of 28 U.S.C. § 1927.

It is therefore and hereby ORDERED, ADJUDGED, AND DECREED that:

1. Pursuant to 28 U.S.C. § 1927 and this Court's inherent powers, LKC is awarded its actual, reasonable, and necessary fees, costs, and expenses incurred since August 14, 2025 defending against the Special Committee's spurious attacks and bad-faith delay tactics related to LKC's success fee and its Fee Application.

2. A hearing on attorneys' fees and expenses is set for _____, 2026 at _____ : _____ a.m./p.m. (prevailing Central Time) in Courtroom 400, 515 Rusk, Houston, TX 77002.

3. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and the requirements of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules of the United States Court for the Southern District of Texas, and the Procedures for Complex Cases in the Southern District of Texas are satisfied by such notice.

4. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas
Dated: _____, 2026

HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE