

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

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

**EMERGENCY REQUEST OF THE WIND DOWN  
DEBTOR FOR STATUS CONFERENCE AND TO  
EXTEND DEADLINE TO RESPOND TO LKC CLAIM**

**Emergency relief has been requested. Relief is requested not later than March 12, 2026.**

**If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

Rhodium Enterprises, Inc., the wind down Debtor entity (the “**Wind Down Debtor**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) of Rhodium Encore LLC and its affiliated debtors and debtors in possession (the “**Debtors**”) files this emergency request (the “**Request**”) for a status conference regarding *Lehotsky Keller Cohn LLP’s Application for Allowance of Chapter 11 Administrative Expense Claims* [Docket No. 2299] (the “**Administrative Claim Application**”), including concerning the Wind Down Debtor’s

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



request for an adjournment of the deadline to respond to the Administrative Claim Application, which currently is March 16, 2026.<sup>2</sup>

### **DISCUSSION**

1. The Wind Down Debtor respectfully asks the Court to convene a status conference at its earliest convenience concerning certain scheduling matters, including (i) the Wind Down Debtor's request to adjourn its March 16, 2026 deadline to respond to the Administrative Claim Application, and (ii) coordination between the Administrative Claim Application and the adversary proceeding (the "**Adversary Proceeding**") filed by Lehotsky Keller Cohn LLP ("**LKC**"), which is based on the same nucleus of allegedly operative facts, and seeks identical, or at least closely related, relief.

2. On February 12, 2026, LKC filed the Administrative Claim Application, pursuant to which it seeks to have the fees LKC incurred in connection with defending its professional fee application paid by the estates. *See, e.g.*, Administrative Claim Application at ¶ 26 (claiming "\$1.5 million in attorney's fees and expenses incurred [by LKC] in defending" its professional fee applications). LKC seeks the same relief in its February 13, 2026 *Adversary Complaint for Damages* [Docket No. 2305] (the "**Complaint**") against certain former directors (the "**Directors**") of the Debtors and the SAFE ad hoc group (the "**SAFE AHG**"). *See, e.g.*, Complaint at ¶¶ 87, 100, 116 (demanding "\$1.5 million in attorney's fees and expenses incurred [by LKC] in defending" its professional fee applications). *Compare Baker Botts LLP v. ASARCO LLC*, 576 U.S. 121 (2015) (holding that bankruptcy courts cannot award attorneys' fees to counsel employed by the bankruptcy estate in defending fee applications).

---

<sup>2</sup> A status conference for a number of matters, including the Administrative Claim Application, was scheduled by the Court for April 14, 2026, a date well after the existing deadline to respond to LKC's claim.

3. The Wind Down Debtor intends to move to intervene in the Adversary Proceeding. LKC does not name any Debtor as a defendant in the Complaint but contends, however, that the *estates* must pay any award “to LKC in the Adversary Proceeding” as a “priority” “administrative expense.” See Administrative Claim Application at ¶ 40. In addition, the Directors contend that the estates are required to indemnify them against any amounts the Directors are required to pay in connection with any “allegations that have been or may be asserted by LKC or its principals,” presumably including allegations of the kind made by LKC in the Complaint. See *Proof of Administrative Claim or, in the Alternative, Claim for Damages Relating to Rejection of Indemnification and Other Obligations, Asserted by David Eaton* [Docket No. 2292] at ¶ 15; see also *Proof of Administrative Claim or, in the Alternative, Claim for Damages Relating to Rejection of Indemnification and Other Obligations, Asserted by Spencer Wells* [Docket No. 2293] at ¶ 15. While the Wind Down Debtor concedes neither point, its participation in the Adversary Proceeding under these circumstances is plainly warranted.

4. No summons was issued in the Adversary Proceeding until March 4, 2026. Nevertheless, on February 13, 2026, and again on February 23, 2026, LKC asked the SAFE AHG to “waive” service of process in the Adversary Proceeding. By email dated February 26, 2026, counsel for the SAFE AHG offered to accept service of the Complaint subject to (i) entry into a stipulation reserving all of the SAFE AHG’s rights, (ii) consent by LKC to intervention by the Wind Down Debtor, (iii) adjournment of the answer deadline to April 15, 2026, and (iv) adjournment of the deadline to respond to the Administrative Claim Application to a date after the Rule 16 conference in the Adversary Proceeding. See Ex. A. By email dated March 3, 2026, LKC

agreed that the response deadline LKC originally identified for its Administrative Claim Application was incorrect, but did not respond to the balance of the proposal.<sup>3</sup> *See* Ex. A.

5. On March 9, 2026 – twelve days after receiving the original proposal – LKC said it would agree to the stipulation, and consent to the Wind Down Debtor intervention, but would not agree to the requested extension. The SAFE AHG proposed a further compromise, offering to accept service pursuant to the stipulation, provided that the deadlines for the Complaint and Administrative Claim Application both be set for April 26, 2026 (eleven days after the April 15 date originally proposed), rather than adjourning the Administrative Claim Application to a date after the Rule 16 order. LKC correctly characterized the extension request as a commonplace “matter of professional courtesy,” but in the same email refused to provide that courtesy absent “a real explanation of need.” *See* Ex. A. But the proposal to LKC already made clear the parties’ view that the two related proceedings should be coordinated, including by adjourning the deadline to respond to the Administrative Claim Application to a date on or after any in response to the Complaint is due. *See* Ex. A. With the current deadline for responding to the Administrative Claim Application less than one week away, the Wind Down Debtor could not afford to wait any longer for LKC to make up its mind about whether it is willing to provide the courtesy of an extension, and was required to file this emergency request instead. *See* Ex. A.

6. The Wind Down Debtor’s request to extend the deadline to respond to the Administrative Claim Application is reasonable, and well within the scope of extensions typically granted amongst counsel without the need for Court intervention. In addition, the extension will

---

<sup>3</sup> On December 24, 2025, this Court entered its *Order (I) Setting Bar Date for Filing Proofs of Administrative Expense Claims and (II) Approving Notice of Administrative Expense Claims Bar Date and the Plan Effective Date, and (III) Granting Related Relief*. [Docket No. 2197]. Among other things, the order provided that “[o]bjections to such Proof of Administrative Claim, if any, must be filed with the Bankruptcy Court and served on the Plan Administrator, Debtors or Wind Down Debtor and the requesting party no later than 60 days after the Effective Date” which in this case was March 16, 2026.

aid the Wind Down Debtor in carrying out other high priority activities in an orderly and timely manner, including asset management and liquidation, planning for initial creditor distributions, and gathering information critical to both activities, all while responding to the Administrative Claim Application in a reasonable period of time under the circumstances. Notably, LKC has identified no unfair prejudice that it would suffer were the adjournment to be allowed.

7. Moreover, adjourning the deadline for responding to the Administrative Claim Application to a date on or after any deadline to respond to the Complaint will enable appropriate coordination between the two proceedings, and thus advance the interests of justice and economy. LKC's Administrative Claim Application and LKC's Adversary Proceeding each recite the same basic theory of recovery, supposedly grounded in the same basic alleged facts, and demand reimbursement of LKC's fees incurred in defending fee applications. *Compare, e.g.* Administrative Claim Application at pp. 3-7 (alleging the Special Committee refused to negotiate with LKC concerning LKC's professional fee application, that the Special Committee opposed the application in "bad faith," and that, notwithstanding the Supreme Court's holding in *Asarco*, LKC therefore is entitled to recover its fees in defending its application) *with* Complaint at pp. 5-17 (substantially the same). Extending the response deadline and establishing a coordinated discovery and hearing schedule for the two proceedings is therefore eminently sensible.

8. For the avoidance of doubt, the Wind Down Debtor believes that the allegations levied by LKC are baseless, and that all relief will ultimately be denied. Indeed, the Wind Down Debtor will carefully consider seeking sanctions based on LKC's disregard of the Supreme Court's controlling *ASARCO* decision, which is of course familiar to all professionals who practice regularly in bankruptcy court. However, that issue is not before the Court today. Rather, the Wind Down Debtor simply seeks to convene a status conference concerning the Wind Down Debtor's

requested extension, and to seek the Court's input concerning potential coordination of the Administrative Claim Application and Adversary Proceeding.

**EMERGENCY CONSIDERATION**

9. The Wind Down Debtor respectfully requests emergency consideration of this Request at the Court's earliest convenience. It is crucial at this juncture that the deadline to respond to the Administrative Claim Application be reasonably adjourned, and that guidance be obtained from the Court regarding coordination of these matters so as to not burden the Court with hearing substantially the same evidence and dispute multiple times.

**CONCLUSION**

10. For the foregoing reasons, the Wind Down Debtor respectfully asks the Court to convene a status conference to consider its request for an adjournment and other scheduling and coordination matters relating to the Administrative Claim Application and Adversary Proceeding.

Dated: March 10, 2026

Respectfully Submitted,

**AKIN GUMP STRAUSS HAUER & FELD LLP**

/s/ Sarah Link Schultz

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

Elizabeth D. Scott (State Bar No. 24059699;  
S.D. Tex. 2255287)

2300 N. Field Street, Suite 1800

Dallas, TX 75201-2481

Telephone: (214) 969-2800

Email: [sschultz@akingump.com](mailto:sschultz@akingump.com)

Email: [edscott@akingump.com](mailto:edscott@akingump.com)

- and -

Mitchell P. Hurley (admitted *pro hac vice*)

One Bryant Park

New York, NY 10036-6745

Telephone: (212) 872-1000

Email: [mhurley@akingump.com](mailto:mhurley@akingump.com)

*Counsel to the Wind Down Debtor*

**Certificate of Service**

I hereby certify that on March 10, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz  
Sarah Link Schultz

**Certificate of Conference**

I certify that in advance of filing this Request, counsel for the Wind Down Debtor reached out to counsel for LKC on February 26, 2026 and conferred via email with counsel for LKC on March 3-10, 2026, and were unable to reach an agreement resolving the matters set forth herein.

/s/ Sarah Link Schultz  
Sarah Link Schultz

**Certificate of Accuracy**

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made in accordance with Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz  
Sarah Link Schultz

**Exhibit A**

**From:** [Hurley, Mitchell](#)  
**To:** [Wolfshohl, Joshua W.](#); [Schultz, Sarah A.](#); [Dearman, Michael B.](#)  
**Subject:** RE: Rhodium | Unredacted Documents  
**Date:** Tuesday, March 10, 2026 8:16:48 AM

---

Josh – we requested a reasonable extension nearly two weeks ago, and for whatever you reason you still have refused to provide us this simple courtesy. We have no more time for continuing games, and will proceed based on the assumption that our request has been denied. If you we have misunderstood and you are prepared to accede to our extension request, please call me asap. Thanks.

**Mitchell P. Hurley**  
**Akin**  
Direct: [+1 212.872.1011](tel:+12128721011)

---

**From:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Sent:** Monday, March 9, 2026 8:19 PM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>; Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>  
**Subject:** RE: Rhodium | Unredacted Documents

Sarah: If you have a genuine need or basis for an extension, we would certainly consider it and likely grant it as a matter of professional courtesy. But my client is not going to agree to further delay without a real explanation of need. Further, your conditions on accepting service—which isn't typically a negotiated issue—are curious considering that your client is now the plan administrator.

That said, if there is a need or basis for the extra 11-day extension, please provide it. I will pass it along to my client and get back to you shortly.

Josh

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

---

1000 Main St, 36th Floor | Houston, TX 77002  
t 713.226.6695 e [JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)  
[Bio](#) • [Web](#) • [V-Card](#)

---

**From:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>

**Sent:** Monday, March 9, 2026 1:00 PM

**To:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>

**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>

**Subject:** RE: Rhodium | Unredacted Documents

Josh

Moving this back to email.

In your text you indicated your client could agree to (i) and (ii) below, but that our deadline to respond to the administrative claim request would remain at 3/16.

We can recommend to our client agreeing to accept service pursuant to the stipulation, provided that you also agree to extend the answer date and the deadline to respond to the administrative claim to the same date. Previously, we proposed April 15, but since you client took 11 days (from February 26 to March 9) to respond to our original proposal, we need the answer deadline and deadline to object to be adjourned to April 26 (which is the original proposed April 15 plus 11 days).

Please advise if this will work for your client.

Sarah

---

**From:** Schultz, Sarah A.

**Sent:** Tuesday, March 3, 2026 2:34 PM

**To:** 'Wolfshohl, Joshua W.' <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>

**Cc:** Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>; Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>

**Subject:** RE: Rhodium | Unredacted Documents

Thanks. We assume this means that you are rejecting the remainder of this proposal. If this is incorrect, please advise ASAP.

---

**From:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>

**Sent:** Tuesday, March 3, 2026 10:54 AM

**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>

**Cc:** Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>

**Subject:** RE: Rhodium | Unredacted Documents

Sarah,

Following up on our conversation this morning, LKC agrees that the response deadline on the administrative claim is 3/16 (60 days after the Plan Effective Date).

Josh

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

---

1000 Main St, 36th Floor | Houston, TX 77002  
t 713.226.6695 e [JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)

[Bio](#) · [Web](#) · [V-Card](#)

---

**From:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Sent:** Thursday, February 26, 2026 3:44 PM  
**To:** Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>; Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>; Scott, Elizabeth D. <[EDScott@AKINGUMP.com](mailto:EDScott@AKINGUMP.com)>; Baham, Sam <[SBaham@akingump.com](mailto:SBaham@akingump.com)>  
**Subject:** RE: Rhodium | Unredacted Documents

Josh and Michael

We have discussed the below request with our client. We are prepared to accept service as requested subject to execution of the attached stipulation and the following agreement: (i) that the time to answer, move or otherwise respond to the Complaint will be April 15, 2026, (ii) LKC will agree it will not object to Wind Down Debtor intervening in the adversary proceeding and (iii) the Wind Down Debtor's deadline to respond/object to LKC administrative claim shall be adjourned until a date that no earlier than 30 days after the parties to the Adversary Proceeding have provided their Rule 26(f) and the parties' attorneys have consulted with the Court at a FRCP 16(b)(1)(B) scheduling conference.

We would also bring to your attention that although you noticed your request regarding administrative claim on 21 days' notice, the order setting the administrative claim bar date provides that the deadline to object to administrative claims is 60 days following the Plan effective date. If you contend that notwithstanding the language in the administrative bar date order, the deadline to object to your clients' administrative claim is 21 days from the date of filing, please advise so we may bring the matter to the Court.

Best,

Sarah

---

**From:** Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>  
**Sent:** Monday, February 23, 2026 3:49 PM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>; Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>; Scott, Elizabeth D. <[EDScott@AKINGUMP.com](mailto:EDScott@AKINGUMP.com)>  
**Subject:** RE: Rhodium | Unredacted Documents

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

Hello Sarah,

I'm following up on whether you will accept service on behalf of the Ad Hoc Group of SAFE Parties. Please let us know.

Thank you,  
Michael

**Michael B Dearman** | Associate  
**Porter Hedges LLP**

---

1000 Main St, 36th Floor | Houston, TX 77002  
t 713.226.6772 e [MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)

[Bio](#) · [Web](#) · [V-Card](#)

---

**From:** Dearman, Michael B.  
**Sent:** Friday, February 13, 2026 4:39 PM  
**To:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>; Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>; Scott, Elizabeth D. <[EDScott@AKINGUMP.com](mailto:EDScott@AKINGUMP.com)>  
**Subject:** RE: Rhodium | Unredacted Documents

Hello Sarah,

I've attached the sealed complaint. Will you waive service on behalf of the Ad Hoc Group of SAFE Parties?

The sealed sanctions motion is also attached.

Thanks,  
Michael

**Michael B Dearman** | Associate  
**Porter Hedges LLP**

---

1000 Main St, 36th Floor | Houston, TX 77002  
t 713.226.6772 e [MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)

[Bio](#) · [Web](#) · [V-Card](#)

---

**From:** Schultz, Sarah A. <[sschultz@AkinGump.com](mailto:sschultz@AkinGump.com)>  
**Sent:** Friday, February 13, 2026 4:29 PM  
**To:** Wolfshohl, Joshua W. <[JWolfshohl@porterhedges.com](mailto:JWolfshohl@porterhedges.com)>; Dearman, Michael B. <[MDearman@porterhedges.com](mailto:MDearman@porterhedges.com)>  
**Cc:** Hurley, Mitchell <[mhurley@AkinGump.com](mailto:mhurley@AkinGump.com)>; Scott, Elizabeth D. <[EDScott@AKINGUMP.com](mailto:EDScott@AKINGUMP.com)>  
**Subject:** Rhodium | Unredacted Documents

Josh and Michael

We are in receipt of the various documents your firm filed on behalf of Lehotsky Keller Cohn LLP today. Certain documents were filed under seal.

Please provide us with unredacted copies of all documents today.

Thank you,

Sarah

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

2300 N. Field Street | Suite 1800 | Dallas, TX 75201 | USA | Direct: [+1 214.969.4367](tel:+12149694367)  
Mobile: [+1 214.729.9937](tel:+12147299937) | [sschultz@akingump.com](mailto:sschultz@akingump.com) | [akingump.com](http://akingump.com) | [Bio](#)  
Pronouns: she/her/hers ([What's this?](#))

This email message was sent from Akin Gump Strauss Hauer & Feld LLP. The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message

This email message was sent from Akin Gump Strauss Hauer & Feld LLP. The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message

This email message was sent from Akin Gump Strauss Hauer & Feld LLP. The information

contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message