

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

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

**LEHOTSKY KELLER COHN LLP’S RESPONSE TO EMERGENCY REQUEST OF
THE WIND DOWN DEBTOR FOR STATUS CONFERENCE AND TO EXTEND
DEADLINE TO RESPOND TO LKC CLAIM**

[Relates to ECF No. 2343]

Lehotsky Keller Cohn LLP (“*LKC*”) respectfully files this response to the Emergency Request of the Wind Down Debtor for Status Conference and to Extend Deadline to Respond to LKC Claim, ECF No. 2343 (the “*Emergency Request*”), and states as follows:

INTRODUCTION

1. The Wind Down Debtor’s Emergency Request for a 41-day extension should be denied. When asked, the Wind Down Debtor could not identify any “need or basis” for an extension of that length. ECF 2343 at 10. LKC made clear that it “would certainly consider” the extension request and “likely grant it as a matter of professional courtesy” if the Wind Down Debtor had “a genuine need or basis.” *Id.* But there was no need or basis—just an interest in delay for delay’s sake.

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. Instead of identifying a basis for a nearly six-week extension, the Wind Down Debtor ran to this Court with yet another “Emergency Request.” That request likewise fails to identify a basis. Since then, LKC offered the Wind Down Debtor more than a two-week extension, making the response due on April 1, but the Wind Down Debtor rejected that offer without explanation and without identifying any basis for more time. *See* Ex. A at 1-2.

3. Meanwhile, the Wind Down Debtor’s counsel has sought to burden LKC by refusing to accept service in Adversary Proceeding No. 26-03051 and has attacked LKC with specious threats of sanctions. Thus, the Wind Down Debtor should not be surprised that LKC has denied it the “courtesy” of a lengthy extension for which the Wind Down Debtor has identified no basis. The Court should reject the Wind Down Debtor’s unsupported attempt at delay.

BACKGROUND

4. For almost a year, the SAFE Ad Hoc Group (“*SAFE AHG*”), now effectively the Wind Down Debtor, has sought to deprive LKC of its success fee and to burden LKC with meritless litigation. LKC’s successful litigation against Whinstone helped the Debtors recover \$185 million. But, instead of thanking LKC for enriching the estate, the SAFE AHG belatedly challenged LKC’s retention.

5. The SAFE AHG lost. *See* Order Granting Debtors’ Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel, ECF No. 1418.

6. But that was only the beginning. Soon thereafter, the Special Committee proclaimed that the SAFE AHG was its “new master,” *See* ECF No. 2302 at 7, and both master and servant sought to delay any adjudication of LKC’s fee application, while the servant attempted to manufacture evidence that “d[id] not yet exist,” ECF No. 1614 at 10.

7. The Special Committee and the SAFE AHG demanded that LKC agree to an extension of their deadline to file oppositions to LKC's fee application. The Special Committee threatened LKC that if it did not consent, the Special Committee would claim that LKC violated its fiduciary duties.

8. Unwilling to agree to needless delay, LKC opposed the extension. *See* ECF No. 1632. As promised, the Special Committee filed its frivolous claim that LKC breached its fiduciary duties. *See* ECF No. 1732 at 20-23. The Special Committee withdrew this claim on the eve of trial after the damage of the defamatory claim was already done. *See* ECF No. 1930.

9. Ultimately, the Court awarded LKC its fees in full. *See* ECF No. 2198. The Court rejected the Special Committee's meritless arguments. As the Court recognized, the Debtors' own board minutes supported LKC's fees. *See* Hrg. Tr. (Dec. 17, 2025) at 81:6-21.

10. Nonetheless, both the Special Committee and the SAFE AHG appealed this Court's orders. ECF Nos. 2243, 2244. The Wind Down Debtor has since taken over the Special Committee's appeal. ECF No. 2276.

11. Because of their malicious campaign against LKC—which included the filing of a frivolous fiduciary-duty claim, countless threats and invectives, and the peddling of a tax-allocation fiction—LKC sought sanctions against the Special Committee and its counsel, ECF No. 2302. LKC also commenced an Adversary Proceeding against the Special Committee and SAFE AHG, ECF No. 2305 (Adv. Pro. No. 26-03051), and filed an Application for Allowance of Administrative Expense Claims, ECF No. 2299.

12. LKC asked counsel for the SAFE AHG and Wind Down Debtor if it would accept service of the complaint. But their counsel, Akin Gump, refused this common courtesy and said it would not accept service unless LKC agreed to a series of evolving demands. Among other things,

Akin Gump demanded an extension of the answer deadline to April 15, 2026, and adjournment of the deadline to respond to the Administrative Claim Application to a date after the Rule 16 conference in the Adversary Proceeding—an indefinite and potentially months-long delay. *See* ECF No. 2343 at 12 (Feb. 26, 2026 Email from S. Schultz). The demands have changed. Akin Gump subsequently decided it needed 11 more days beyond April 15, and sought an extension to April 26, 2026 (41 days in total beyond the March 16 deadline). *Id.* at 11. It appears Akin Gump now wants the same deadline for its response to the Administrative Claim.

13. LKC’s counsel responded by saying, “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.” *Id.* at 10 (Mar. 9, 2026 Email from J. Wolfshohl).

14. But, rather than identify any such need or basis, Akin Gump accused LKC of “games.” *Id.* (Mar. 10, 2026 Email from M. Hurley). And, despite previously refusing to accept service, Akin Gump expressed umbrage at LKC for not providing a “simple courtesy” of a nearly six-week extension. The Wind Down Debtor then filed this “Emergency” request for a 41-day extension.

15. Since then, the parties have had additional correspondence, but the Wind Down Debtor continues to provide no basis for a 41-day extension. LKC offered the Wind Down Debtor more than a two-week extension, but the Wind Down Debtor rejected that professional courtesy without explanation.

ARGUMENT

I. The Wind Down Debtor Has Identified No “Emergency” or Basis for Further Delay.

16. The Wind Down Debtor’s Emergency Request does not present any emergency warranting this Court’s immediate attention. An “emergency” in this Court requires that a party demonstrate the need for relief on an expedited basis. *See* Bankr. L.R. 9013-1(i) (S.D. Tex.) (“The

motion must include a detailed statement why an emergency exists.”). The Wind Down Debtor has identified no irreparable harm, no imminent deadline that it could not have anticipated, and no exigency of any kind.

17. The Wind Down Debtor still has not deigned to provide the Court or LKC with a “need or basis” for a 41-day extension. LKC expressly invited the Wind Down Debtor to identify any genuine need for additional time, and LKC stated it would “certainly consider it and likely grant it as a matter of professional courtesy.” ECF No. 2343 at 10. The Wind Down Debtor refused to offer any explanation. Instead, Akin Gump simply insisted it was entitled to the extension as a matter of right and characterized LKC’s reasonable request for an explanation as “continuing games.” *Id.*

18. The Wind Down Debtor’s filing similarly fails to identify any concrete scheduling conflict, unavailability of counsel, or other specific impediment that would justify the requested extension. The Wind Down Debtor’s vague references to “asset management and liquidation, planning for initial creditor distributions, and gathering information,” *id.* at 4-5, are generic descriptions of routine wind-down activities that do not explain why the Wind Down Debtor—and the nearly one thousand lawyers employed by Akin—cannot also meet the response deadline on LKC’s Administrative Claim Application.

19. The Wind Down Debtor says it wants “coordination” between the Administrative Claim Application and the Adversary Proceeding. *Id.* at 5. LKC does not dispute that some coordination may be appropriate—and indeed, LKC has already offered a more than two-week extension, making the answer to the complaint and the response to the Administrative Claim both due on April 1. But the Wind Down Debtor refused that offer without explanation. It still has provided no basis for a nearly six-week extension.

20. Further, the Wind Down Debtor's workload is at least partially due to its continued harassment of LKC. The Wind Down Debtor/SAFE AHG, through Akin Gump, is pursuing two meritless appeals and has also indicated it may file a frivolous sanctions motion against LKC. ECF No. 2343 at 5. In one of the appeals, Akin Gump is challenging this Court's decision granting the Debtors' retention application for LKC, putting the Wind Down Debtor in the position of challenging the Debtors' own motion. *See* ECF No. 2275 at 34. The Wind Down Debtor and its counsel would have far less work if they stopped harassing LKC.

21. Ironically, the SAFE AHG previously griped (in a joint filing with the Transcend Group) that "LKC and the Debtors have continued to consume valuable time, and drain estate resources, in seemingly endless litigation." ECF No. 2160 at 2. The SAFE AHG then misrepresented that it had sought "to broker a settlement between the principals," *id.*, when in fact it had directed Barnes & Thornburg to stop negotiating because the SAFE AHG believed Barnes & Thornburg had put too much money on the table, *see* ECF No. 2338-4 at 2. Contending it was not "advocat[ing] in support of any particular outcome in the fee dispute," the SAFE AHG asked the Court to "put an end to the continuing administrative and professional fee burn associated with these cases, as promptly as possible." ECF No. 2160 at 2.

II. The Wind Down Debtor's "Emergency Request" Is a Continuation of the SAFE AHG's and Special Committee's Pattern of Seeking Delays to Burden LKC.

22. At bottom, this "Emergency" request is just a continuation of a pattern that has defined the SAFE AHG's and Special Committee's conduct in these cases: delay and obstruct at every turn, then claim an "emergency" of their own making when a deadline approaches. The Special Committee filed an "Emergency Motion" for an extension to respond to LKC's fee application in September 2025. *See* ECF No. 1626. The SAFE AHG joined that motion. *See* ECF

No. 1638. Akin Gump is deploying the same playbook here, now under the banner of the Wind Down Debtor.

23. The Wind Down Debtor's refusal to accept service of the Adversary Complaint absent a series of concessions further confirms that delay, not coordination, is its real objective. Accepting service of a complaint is a routine professional courtesy that is not typically conditioned on substantive concessions from the serving party. The Wind Down Debtor's attempt to leverage acceptance of service into a bargaining chip for a lengthy extension reveals its true aim.

24. LKC has been subjected to nearly a year of meritless litigation, delay, and defamation. The Court awarded LKC's fees in full. The fiduciary-duty claim was withdrawn. The Special Committee's arguments were rejected. The SAFE AHG, now controlling the Wind Down Debtor, should not be permitted to continue imposing needless delays to stall resolution of LKC's claims.

CONCLUSION

For the foregoing reasons, the Court should deny the Wind Down Debtor's Emergency Request.

Dated: March 12, 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 March 12, 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 A

Thursday, March 12, 2026 at 12:34:30 Eastern Daylight Time

Subject: RE: In re Rhodium Encore LLC, et al.; Case No 24-90448
Date: Thursday, March 12, 2026 at 10:30:06 AM Eastern Daylight Time
From: Hurley, Mitchell
To: Jon Cohn, Schultz, Sarah A., Dearman, Michael B., Wolfshohl, Joshua W.
CC: Will Thompson, Jacob Richards

That's not what we proposed. I understand your answer is "no" on the three days, and we will proceed accordingly. Please know that we will remember this, and remind you and your team, when you inevitably seek a courtesy from us in the future in these cases. Enjoy your day Jon.

Mitchell P. Hurley

Akin

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

From: Jon Cohn <jon@lkcfirm.com>
Sent: Thursday, March 12, 2026 10:17 AM
To: Hurley, Mitchell <mhurley@AkinGump.com>; Schultz, Sarah A. <sschultz@AkinGump.com>; Dearman, Michael B. <mdearman@porterhedges.com>; Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>; Jacob Richards <jacob@lkcfirm.com>
Subject: Re: In re Rhodium Encore LLC, et al.; Case No 24-90448

Dear Mitch: Good morning. Yes, we consent to the 3 days provided you accept service.

Many thanks,
Jon

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

From: Hurley, Mitchell <mhurley@AkinGump.com>
Date: Wednesday, March 11, 2026 at 10:10 PM
To: Jon Cohn <jon@lkcfirm.com>, Schultz, Sarah A. <sschultz@AkinGump.com>, Dearman, Michael B. <mdearman@porterhedges.com>, Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>, Jacob Richards <jacob@lkcfirm.com>
Subject: RE: In re Rhodium Encore LLC, et al.; Case No 24-90448

It is not acceptable. Do you agree to the 3 days? Please advise. Thanks.

Mitchell P. Hurley

Akin

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

From: Jon Cohn <jon@lkcfirm.com>
Sent: Wednesday, March 11, 2026 9:18 PM
To: Hurley, Mitchell <mhurley@AkinGump.com>; Schultz, Sarah A. <sschultz@AkinGump.com>; Dearman, Michael B. <mdearman@porterhedges.com>; Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>; Jacob Richards <jacob@lkcfirm.com>
Subject: Re: In re Rhodium Encore LLC, et al.; Case No 24-90448

Mitch, I appreciate your reducing your request for a 41-day extension back to the original request for a 30-day extension, which we previously rejected because you did not identify any need or basis. Your email below likewise does not identify a need or basis for a 30-day extension. As I am sure you can appreciate, after everything LKC has been through, we are reluctant to agree to any delay for delay's sake—especially when you continue to burden us with (meritless) appeals, withhold common courtesies like accepting service, and threaten us with specious claims of sanctions.

Nonetheless, we are willing to make your Admin Claim response and answer due on April 1. Please let us know if this is acceptable.

All the best,
Jon

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

From: Hurley, Mitchell <mhurley@AkinGump.com>
Date: Wednesday, March 11, 2026 at 6:50 PM
To: Jon Cohn <jon@lkcfirm.com>, Schultz, Sarah A. <sschultz@AkinGump.com>, Dearman, Michael B. <mdearman@porterhedges.com>, Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>, Jacob Richards <jacob@lkcfirm.com>
Subject: RE: In re Rhodium Encore LLC, et al.; Case No 24-90448

As discussed, we believe the response to the admin claim should be set for a date on or after the answer to the Complaint is due. If service were deemed effective today, the answer would be due Wednesday April 1, and a two-week extension would bring us to Wednesday, April 15, 2026. We are amenable to setting that date as deadline for both the Admin Claim response and the answer if you are.

However, if you are not, we ask again to please confirm you will agree at least to extend the deadline to Thursday so that the due date is not the same as the status conference.
Thanks.

Mitchell P. Hurley
Akin

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

From: Jon Cohn <jon@lkcfirm.com>
Sent: Wednesday, March 11, 2026 3:51 PM
To: Hurley, Mitchell <mhurley@AkinGump.com>; Schultz, Sarah A. <sschultz@AkinGump.com>; Dearman, Michael B. <mdearman@porterhedges.com>; Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>; Jacob Richards <jacob@lkcfirm.com>
Subject: Re: In re Rhodium Encore LLC, et al.; Case No 24-90448

Mitch, thank you for the email and clarification, which is consistent with how Josh explained things to me.

I have two concerns. First, you (or your client) was unwilling to extend the common professional courtesy of accepting service (despite being the plan administrator); instead, you sought a horse-trade. When you seek a horse-trade, you should not be surprised if the trade offer is rejected. Second, it is still unclear to me why you need a 41-day extension. Would you accept two weeks?

All that aside, among the work facing the Wind Down Debtor are the two appeals. We need not debate the merits of those appeals, but obviously, they are creating work for the both of us. I do not know if that was the design. Regardless, this is something that is solvable. Let me know if you would like to work through these issues. I have a track meet to watch but will free up in a couple of hours.

Best regards,
Jon

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From: Hurley, Mitchell <mhurley@AkinGump.com>
Sent: Wednesday, March 11, 2026 3:28:42 PM
To: Jon Cohn <jon@lkcfirm.com>; Schultz, Sarah A. <sschultz@AkinGump.com>; Dearman, Michael B. <mdearman@porterhedges.com>; Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>; Jacob Richards <jacob@lkcfirm.com>
Subject: RE: In re Rhodium Encore LLC, et al.; Case No 24-90448

Jon – we may be having a miscommunication. Our proposal is to accept service of the complaint on behalf of the SAFE AHG (subject to the stipulation) provided that you agree to extend the admin claim response deadline. Our basis for the extension is as articulated in the status conference request and is largely to provide for judicial efficiency, including

coordination of response deadlines given the overlap of issues in the pleadings, and because the Wind Down Debtor also is dealing with many other pressing matters at the same time. If you are amenable to extending the admin claim (and answer) deadline to Apr. 26, we can avoid Monday's status conference entirely. If not, we still would appreciate you agreeing the claim response deadline will at least be adjourned to Thursday, since the status conference to discuss scheduling and coordination won't happen until the current response deadline (at least in part to accommodate Josh's vacation schedule). Please let us know, thanks.

Mitchell P. Hurley

Akin

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

From: Jon Cohn <jon@lkcfirm.com>
Sent: Wednesday, March 11, 2026 1:59 PM
To: Schultz, Sarah A. <sschultz@AkinGump.com>; Hurley, Mitchell <mhurley@AkinGump.com>; Dearman, Michael B. <mdearman@porterhedges.com>; Wolfshohl, Joshua W. <jwolfshohl@porterhedges.com>
Cc: Will Thompson <will@lkcfirm.com>; Jon Cohn <jon@lkcfirm.com>; Jacob Richards <jacob@lkcfirm.com>
Subject: FW: In re Rhodium Encore LLC, et al.; Case No 24-90448

Dear Sarah: I hope all is well. With Josh on vacation, I am reaching out to you directly.

We appreciate your request for a professional courtesy—which I would normally grant in the ordinary course without a second thought. I am even willing to put behind us the last 12 months of acrimony and your most recent baseless threat of sanctions.

All that said, you have refused to accept service, imposing needless costs on us. If you are willing to reconsider your position on service, I would be amenable to an extension even longer than three days. But I would request (as Josh mentioned yesterday) that if you seek a lengthy extension, you articulate a need or basis for it. As you can imagine, after the last year, we are reluctant to grant delay for delay's sake.

Please let us know if this works for you and if you want to discuss.

Best regards,

Jon

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

From: "Schultz, Sarah A." <sschultz@akingump.com>
Date: March 11, 2026 at 11:46:18 AM CDT
To: "Wolfshohl, Joshua W." <JWolfshohl@porterhedges.com>
Cc: "Hurley, Mitchell" <mhurley@akingump.com>, "Dearman, Michael B." <MDearman@porterhedges.com>
Subject: RE: In re Rhodium Encore LLC, et al.; Case No 24-90448

Josh and Michael

Removing the Court from this email chain.

We disagree regarding the emergency nature of our request. You were aware from our conversations as recently as Friday March 6 of our intention to seek a status conference if an agreement regarding an extension was not reached. We hope the Court will agree with us that LKC's two proceedings be placed on the same schedule, and that he will grant a substantial adjournment of the time to respond to the Administrative Claim Application, including so that coordination can be arranged. However, to accommodate your vacation schedule, the Court set the status conference to consider that question for Monday, March 16 (three days after the date we requested). As a professional courtesy, we ask that you agree the deadline for us to object to the administrative claim will be extended by at least the same 3-day period, to Thursday, March 19.

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 | akingump.com | [Bio](#)
Pronouns: she/her/hers ([What's this?](#))

From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Tuesday, March 10, 2026 9:45 PM
To: Schultz, Sarah A. <sschultz@AkinGump.com>
Cc: garrett_cole@txs.uscourts.gov; akeita_house@txs.uscourts.gov; Hurley, Mitchell <mhurley@AkinGump.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Subject: Re: In re Rhodium Encore LLC, et al.; Case No 24-90448

****EXTERNAL Email****

Sarah, I will be out of the country from tomorrow morning until Sunday night.
This is not an emergency.

Joshua W. Wolfshohl
Porter Hedges LLP
1000 Main St., 36th Floor
Houston, Texas 77002

On Mar 10, 2026, at 9:30 PM, Schultz, Sarah A.
<sschultz@akingump.com> wrote:

Mr. Cole and Ms. House

I understand from his reply email that Mr. Laws is out of the office. I
am forwarding this request to your attention.

Respectfully submitted,

Sarah Schultz

From: Schultz, Sarah A.
Sent: Tuesday, March 10, 2026 9:27 PM
To: Tyler Laws <tyler_laws@txs.uscourts.gov>
Cc: Hurley, Mitchell <mhurley@AkinGump.com>; Joshua Wolfshohl - Porter
Hedges LLP (<jwolfshohl@porterhedges.com>);
<jwolfshohl@porterhedges.com>; Dearman, Michael B.
<mdearman@porterhedges.com>
Subject: In re Rhodium Encore LLC, et al.; Case No 24-90448

To the Chambers of the Honorable Alfredo Perez
Dear Mr. Laws:

We write with respect to *In re Rhodium Encore LLC, et al.*; Case No.
24-90448. The law firm of Lehotsky Keler Cohn LLP (“LKC”) has
recently filed a number of pleadings including, but not limited to,
their request for allowance of an administrative claim and the
initiation of an adversary proceeding. Tonight we filed, on behalf of

the Wind Down Debtor, the attached request for a status conference [ECF 2343] regarding coordinating response times for these pleadings and extending the pending deadline to object to LKC's request for allowance of an administrative claim. We ask that this request be set not later than Thursday, May 12 given current the upcoming March 16 deadline for parties to object to LKC's request for allowance of an administrative claim.

Counsel to LKC is copied on this email.

Respectfully submitted,

Sarah Schultz

Sarah Link Schultz

Akin

2300 N. Field Street | Suite 1800 | Dallas, TX 75201 | USA | Direct: [+1 214.969.4367](tel:+1214.969.4367)
Mobile: [+1 214.729.9937](tel:+1214.729.9937) | sschultz@akingump.com | akingump.com | [Bio](#)
Pronouns: she/her/hers ([What's this?](#))

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

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

**ORDER DENYING EMERGENCY REQUEST OF THE WIND DOWN DEBTOR FOR
STATUS CONFERENCE AND TO EXTEND DEADLINE
TO RESPOND TO LKC CLAIM
[Relates to ECF No. 2343]**

The Court has considered the Wind Down Debtor’s *Emergency Request of the Wind Down Debtor for Status Conference and to Extend Deadline to Respond to LKC Claim* (the “**Request**”)² and finds that cause does not exist to grant the relief requested therein. Accordingly, it is therefore ORDERED that:

1. The Request is DENIED.

SIGNED _____, 2026.

**HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE**

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 in this Order shall have the meaning ascribed to such terms in the Request.