Docket #2371 Date Filed: 04/23/2026

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

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

OBJECTION OF THE WIND DOWN DEBTOR TO LEHOTSKY KELLER COHN LLP'S APPLICATION FOR ALLOWANCE OF CHAPTER 11 ADMINISTRATIVE EXPENSE CLAIMS

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**"), by and through its undersigned counsel, respectfully submits this objection (the "**Objection**") to *Lehotsky Keller Cohn LLP's Application for Allowance of Chapter 11 Administrative Expense Claims* [Docket No. 2299] (the "**Administrative Claim Application**"). In support of this Objection, the Wind Down Debtor respectfully represents as follows:

PRELIMINARY STATEMENT

1. In clear violation of controlling Supreme Court precedent, Lehotsky Keller Cohn ("**LKC**") seeks through its Administrative Claim Application to require the Wind Down Debtor

[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), 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 Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

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to reimburse LKC for fees it claims to have incurred in prosecuting and defending the LKC Fee Application (as defined below). *See Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. 121 (2015) ("***ASARCO***"). According to LKC, its engagement agreement with the Debtors entitles it to recover its costs litigating the LKC Fee Application, but that is exactly what *ASARCO* forbids. Remarkably, LKC nowhere in its Administrative Claim Application even mentions *ASARCO*, much less attempts to distinguish that case, a precedent that is well-known to all lawyers who regularly practice in bankruptcy court.

2. Instead, LKC argues that it is entitled to an administrative priority claim paid by the Wind Down Debtor based on putative tort claims LKC has filed against third parties in a separate adversary proceeding (the "**Adversary Proceeding**"). According to LKC in the Adversary Proceeding, (i) defendants David Eaton and Spencer Wells, former *members of a committee of Rhodium's board of directors* (itself a non-juridical entity) acted in bad faith and committed torts in opposing the LKC Fee Application, and (ii) defendant *the SAFE AHG* (as defined below) acted tortiously by seeking to help negotiate a resolution of the litigation concerning the LKC Fee Application. *See Adversary Complaint for Damages* [Docket No. 2305] (the "**Complaint**"). Even if such claims were viable in the Adversary Proceeding (they are not), the Wind Down Debtor cannot be held directly liable for a judgment entered against third parties.[2]

3. Finally, LKC would not be entitled to have its "fees on fees" repaid by the Wind Down Debtor as an administrative priority claim in any case. Wholly apart from LKC's manifest

[2] Intervention in the Adversary Proceeding by the Wind Down Debtor remains essential even if the Court rejects LKC's Administrative Claim Application. Among other things, Messrs. Eaton and Wells claim that the Wind Down Debtor could be *indirectly* liable for a judgment entered against them in the Adversary Proceeding, based on their alleged indemnification agreements. The Wind Down Debtor takes no position for purposes of this submission concerning the merits (*vel non*) of Eaton's and Wells' claims. But the existence of those claims provides a substantial interest in the Adversary Proceeding to the Wind Down Debtor, separate and apart from, and in addition to, LKC's bid to hold the Wind Down Debtor directly liable for any judgment in that action, which the Wind Down Debtor needs the opportunity to protect. *See Wind Down Debtor's Emergency Motion to Intervene*, Adv. Proc. No. 26-0351, [Docket No. 11] ("**Motion to Intervene**") at ¶¶ 11, 21.

attempt to evade the Supreme Court's holding in *ASARCO* and its misguided bid to hold the Wind Down Debtor liable for hypothetical judgments against third-parties, LKC also fails to carry its heavy burden of demonstrating it has an administrative claim in the first place. Critically, the fees at issue provided absolutely zero benefit to the estates, as is required by section 503 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Wind Down Debtor respectfully submits that LKC's Administrative Claim Application must be rejected.

BACKGROUND

4. On October 14, 2024, the Court entered its *Order Granting the Application for Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 263] (the "**Original LKC Order**").

5. On March 4, 2025, the Debtors entered into a new engagement agreement with LKC (the "**March 4 Letter**"). On March 6, 2025, the Debtors moved the Court (the "**Motion**") to update the Original LKC Order pursuant to the terms of the March 4 Letter. *See Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 835]. The Ad Hoc Group of SAFE Parties (the "**SAFE AHG**") and certain equity holders objected to the Debtors' Motion. On July 8, 2025, the Court overruled those objections and granted the Motion. *See Order Granting Debtors' Application for an Updated Order Authorizing the Retention and Employment of Lehotsky Keller Cohn LLP as Special Litigation Counsel* [Docket No. 1418] (the "**Second Retention Order**").

6. On August 22, 2025, LKC filed *Lehotsky Keller Cohn LLP's Second and Final Application for Payment of Compensation and Reimbursement of Expenses for the Period August 28, 2024 through June 30, 2025* [Docket No. 1560-1561] (the "**LKC Fee Application**").

7. On October 1, 2025, the Special Committee of the Board of Directors of Rhodium Enterprises, Inc. (the "**Special Committee**") filed the *Special Committee's Objection to Lehotsky Keller Cohn LLP's Second and Final Application for Payment of Compensation and Reimbursement of Expenses for the Period August 28, 2024 through June 30, 2025* [Docket No. 1732] (the "**Fee Objection**"). The SAFE AHG did not object to the LKC Fee Application.

8. After several months of acrimonious discovery between LKC, the Special Committee, the Debtors, and the SAFE AHG concerning the LKC Fee Application and the Fee Objection and a four-day evidentiary hearing, the Court approved the LKC Fee Application and entered the *Final Order Allowing Compensation and Reimbursement of Expenses* [Docket No. 2198] (the "**LKC Fee Order**") on December 24, 2025. Between its hourly fees and the success fee approved in the LKC Fee Order, LKC has been paid a total of approximately $11.6 million for its work during these cases. This is in addition to the fees paid by the Debtors to LKC prior to the Petition Date.

9. On December 19, 2025, the Court entered the *Order Approving the Disclosure Statement for, and Confirming, Second Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and Its Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2170] (the "**Confirmation Order**"), which confirmed the *Second Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and Its Affiliated Debtors Proposed by Debtors and Ad Hoc Group of SAFE Parties* [Docket No. 2062] (the "**Plan**").

10. On December 24, 2025, the Court entered the *Order (I) Setting Bar Date for Filing Proofs of Administrative Expense Claims and (II) Approving Notice of the Administrative Expense Claims Bar Date and the Plan Effective Date, and (III) Granting Related Relief* [Docket No. 2197] (the "**Administrative Claim Bar Date Order**") setting the deadline to file a proof of

administrative expense claim for 30 days following the Effective Date (as defined below) of the Plan[3] and the deadline to respond to any proof of administrative expense claim for 60 days following the Effective Date of the Plan.[4]

11. On January 14, 2026 (the "**Effective Date**"), the Plan went effective. *See Notice of (I) Effective Date of Debtors' Second Amended Joint Chapter 11 Plan of Reorganization and (II) Bar Dates for Certain Claims* [Docket No. 2247].

12. On February 12, 2026, LKC filed the Administrative Claim Application, pursuant to which it seeks to have (i) the fees LKC incurred in connection with prosecuting the LKC Fee Application, including any prospective fees LKC may incur in defending the Second Retention Order and LKC Fee Order on appeal, and (ii) any damages awarded to LKC in the Adversary Proceeding paid by the Wind Down Debtor. *See, e.g.*, Administrative Claim Application at ¶ 26 (claiming "more than $1.5 million in attorney's fees and expenses incurred [by LKC] in defending" its professional fee applications); *see also id*. at ¶ 1 (seeking reimbursement for attorneys' fees and expenses LKC may incur litigating these issues on appeal, seemingly in an uncapped and unknown amount).

13. On February 13, 2026, LKC filed the Complaint in the Adversary Proceeding against the Special Committee, the members of the Special Committee (David Eaton and Spencer Wells), and the SAFE AHG. Through the Adversary Proceeding, LKC seeks similar relief of reimbursement of its legal fees in connection with the LKC Fee Application. *See, e.g.*, Complaint at ¶¶ 87, 100, 116 (demanding "more than $1.5 million in attorney's fees and expenses incurred [by LKC] in defending" its professional fee applications). Remarkably, moreover, LKC contends the Complaint entitles it to judgment not only against the named defendants, but also against the

[3] Here, Friday, February 13, 2026.
[4] Here, Monday, March 16, 2026.

Wind Down Debtor. *See* Administrative Claim Application at ¶ 40 (alleging that any judgment obtained must be paid by the (non-party) Wind Down Debtor as an administrative expense claim).

14. At a status conference held on March 16, 2026, the Court set the deadline to respond to the Administrative Claim Application on April 23, 2026.

OBJECTION

I. The Relief Sought by LKC is Barred by Controlling Supreme Court Precedent

15. LKC seeks an administrative claim for legal fees that LKC incurred in prosecuting and defending the LKC Fee Application and for future fees and expenses related to the appeal of the LKC Fee Order. However, there is a gating and definitive prohibition against this request—it is completely at odds with the United States Supreme Court's decision in *ASARCO*, in which the Supreme Court forbade exactly the type of reimbursement LKC now seeks.[5] *See ASARCO*, 576 U.S. at 124.

16. In *ASARCO*, the debtors had hired Baker Botts LLP to act as their special litigation counsel in connection with estate claims against a third party. On the Debtors' behalf, Baker Botts obtained a substantial judgment. When Baker Botts filed its final fee application, however, the Debtors (under new control) objected, resulting in a six-day trial over Baker Botts' fee application. Baker Botts also sought about $5 million in fees that it incurred in connection with the fee application trial, which the bankruptcy court awarded. On appeal, the Fifth Circuit overturned the bankruptcy court's ruling (which had been affirmed by the district court), holding that estate-retained professionals like Baker Botts LLP, are not entitled to recover their fees for prosecuting

[5] It cannot be said that LKC is unaware of *ASARCO*'s limitation on fees on fees. In fact, this Court had previously requested that LKC separately categorize fees it had incurred in connection with the Fee Objection to ensure compliance with *ASARCO*. *See* November 3, 2025 Hr'g Tr. at 15:12-16:18 [Docket No. 1974].

a fee application in a chapter 11 case.

17. The Supreme Court relied for its decision on the common law "American Rule" that each party to a litigation bears its own attorneys' fees absent a statute or agreement providing otherwise. The Court went on to say that any statutory departures from the American Rule must be "'specific and explicit'" and must "authorize the award of 'a reasonable attorney's fee,' … and usually refer to a 'prevailing party' in the context of an adversarial 'action.'" *Id*. at 126 (internal citations omitted). Since section 330(a)(1) of the Bankruptcy Code does not provide for fee shifting with respect to fee application defense litigation – explicitly or otherwise – the high Court held that "fees on fees" may not be awarded as an administrative expense for such litigation. *See ASARCO*, 576 U.S. at 135.

18. The Supreme Court also reasoned that the Bankruptcy Code only permits recovery of attorneys' fees that benefit the estate. Section 330(a)(1) of the Bankruptcy Code provides for "reasonable compensation" for all estate-retained professionals for "actual, necessary services rendered." Hence, as the Supreme Court held, the Code permits payment only for "disinterested service" and "work done in service of the estate administrator." *Id*. at 128–29. Since the "primary beneficiary" of defending fee applications is the professional itself, compensation for attorneys' fees incurred in such litigation do not fall within the scope of section 330(a) of the Bankruptcy Code. *Id*. at 125. In short, the United States Supreme Court has held unequivocally that estate-retained professionals are not entitled to recover fees they expended in prosecuting and defending fee applications (*i.e.*, the exact relief LKC now seeks).

19. LKC tries to evade this clear rule by arguing that it "has a contractual right to reimbursement" of its fees on fees, based on the March 4 Letter with the Debtors. *See* Administrative Claim Application at ¶ 43. As an initial matter, the March 4 Letter contains only

vague language concerning "advice on retention and compensation matters," and does not purport clearly to authorize "fees on fees," the relief LKC now demands. But, even if it did, such an award would be impermissible under the reasoning of *ASARCO*. *See, e.g.*, *In re Boomerang Tube Inc.*, 548 B.R. 69, 74–75 (Bankr. D. Del. 2016) (rejecting bid by estate-retained professional to enforce contractual provision in engagement agreement requiring estates to pay fees incurred in defending fee applications as barred by *ASARCO* and the bankruptcy code); *see also In re River Road Hotel Partners, LLC*, 536 B.R. 228, 241 (Bankr. N.D. Ill. 2015) (finding that section 330 of the Bankruptcy Code does not permit awards of fee defense costs despite an approved engagement agreement providing for reimbursement of attorneys' fees), *aff'd*, *Bletchley Hotel at O'Hare Field LLC v. River Road Hotel Partners, LLC*, Case No. 15 C 8063, 2016 WL 4146480 (N.D. Ill. Aug. 4, 2016); *see also In re Sugarloaf Centre LLC*, Case No. 15-58442-WLH, 2020 WL 6750405, at *13 n. 5 (Bankr. N.D. Ga. Nov. 17, 2020) (disallowing fees on fees and noting that fee defense provisions in engagement letters "run afoul of ASARCO and are not permitted."); *see also In re Capital Litho Printing Corp.*, 573 B.R. 771, 776 (Bankr. D. Ariz. 2017) (allowing professionals to contract around the Code "would eviscerate the requirement that professionals be paid for the actual, necessary services they provided and expenses they incurred on behalf of the estate."); *see also In re Rose*, 561 B.R. 70, 76 (Bankr. W.D. Mich. 2016) (finding that a contractual exception to the American Rule did not apply when a professional was seeking fees on fees pursuant to a retention agreement); *see also In re Valence Tech.*, Case No. 12–11580–CAG, 2017 WL 4544678, at *5–6 (W.D. Tex. Oct. 10, 2017) (holding that *ASARCO* bars awards of fees on fees despite the existence of an agreement that contained a prevailing party fee shifting provision); *see also In re Icon Aircraft, Inc., et al.*, Case No. 24-10703 (CTG) (Bankr. D. Del. May 8, 2024) [Docket No. 199] at 38:19–39:2 (Judge Goldblatt noting that an engagement letter that gives a professional the

right to recover fees on fees is improper and approving it without modifying the order "would be contrary to law.").

20. Nor can LKC rely on "substantial contribution" as a ground for recovering fees on fees. *In re 1002 Gemini Interests LLC*, Case No: 11–38815, 2015 WL 913542, at *14–15 (Bankr. S.D. Tex. Feb. 27, 2015) (rejecting argument that fees were warranted under substantial contribution claim under section 503(b)(3) and noting that a "professional cannot circumvent section 327 by arguing that they should be paid under 503(b)"); *see also In re Morry Waksberg M.D., Inc.*, 692 F. App'x 840, 841 (9th Cir. 2017) (finding that an estate professional was not entitled to recover legal fees incurred defending its fee application by styling them as "expenses" under section 503 (b)(1)(A) and was barred by *ASARCO*); *In re Kudrave*, Case No. 2:17-bk-17577-RK, 2019 WL 5688157, at *15–16 (Bankr. C.D. Cal. Nov. 1, 2019) (disallowing all fees incurred defending a fee application and holding that services rendered in defense of a fee application do not benefit the estate and therefore are not compensable under section 330 or allowable as administrative expenses under section 503(b)(1)(A)).

II. LKC Cannot Meet the Required Standard for Payment of Administrative Expense Claims Because Such Expenses Provided No Benefit to the Debtor or Wind Down Debtor

21. Even if *ASARCO* were not applicable, LKC's claim still would fail, because LKC has not carried its heavy burden for establishing an administrative claim. "In an application for administrative expense, the burden of proof by a preponderance of the evidence is on the movant." *See, e.g.*, *In re New WEI, Inc.*, Case No. 15-02741-TOM-7, 2018 WL 1115200, at *3 (Bankr. N.D. Ala. Feb. 26, 2018); *Matter of TransAmerican Nat. Gas Corp.*, 978 F.2d, 1409, 1416 (5th Cir. 1992) ("[Creditor] had the burden of proving that its claim was for 'actual, necessary costs and expenses of preserving the estate'"); *see also Woods v. City Nat'l Bank & Trust Co. of Chicago*,

312 U.S. 262, 267–68 (1941) (explaining that claims for "expenses in connection with the reorganization . . . may be allowed," but that "[t]he claimant . . . has the burden of proving [such claims'] worth").

22. The movant must demonstrate *with evidence* that its claim arose "as a result of actions taken by the trustee [or debtor-in-possession] that benefitted the estate." *TransAmerican Nat. Gas Corp.*, 978 F.2d at 1416; *see also Matter of Whistler Energy II, L.L.C.*, 931 F.3d, 432, 441. LKC offers no such evidence here. Instead, LKC contends only that its fee-fight benefited the estates "by establishing precedent regarding court-approved fee arrangements, deterring future frivolous challenges to professional fee applications, and protecting the estate's ability to retain exceptional counsel." Administrative Claim Application at ¶ 39. LKC does not cite a single case granting "fees on fees" based on the creation of "precedents" resulting from litigation over a law firm's fee application. Nor does LKC identify any new principle of law developed through its dispute with the Special Committee that could be applied more generally in other cases.

23. In fact, the litigation over LKC's Fee Application was entirely bespoke, with its outcome depending on unique facts relating to the Whinstone transaction, applied to a highly unusual engagement agreement between LKC and the Debtors, purporting to call for the payment of success fees based on triggers in the engagement agreement specifically tailored to events that occurred in connection with these cases. As the Court observed in its decision, LKC simply asked the Court "to interpret a contract," December 17, 2025 Hr'g Tr. at 80:24 [Docket No. 2210], not establish any broad principles "regarding court approved fee arrangements." *Compare* Administrative Claim Application at ¶ 39. Nor did the Court so much as hint that the Special Committee's fee objection was "frivolous," or that its award was meant to deter parties-in-interest from raising fee objections in the future. In short, the supposed "benefits to the estates" created

by the fee dispute are a figment of LKC's imagination. Having failed to carry its burden of proof, LKC's Administrative Claim Application should be rejected.

III. The Wind Down Debtor Cannot Be Liable for Fees on Fees Based on Tort Claims LKC Purports to Assert Against Non-Debtors in a Separate Adversary Proceeding

24. LKC cannot recovery anything from ***the Wind Down Debtor*** based on torts LKC alleges were committed by the Special Committee in the separate Adversary Proceeding, since no Debtor is named as a defendant in that action. While the Adversary Proceeding refers to Eaton and Wells as "the Special Committee," boards of directors and their committees are not juridical entities against which a judgment can be entered. *See, e.g.*, *Manassa v. Nat'l Collegiate Athletic Assoc.*, Case No. 1:20-cv-03172-RLY-MJD, 2021 WL 12231121, at *6 (S.D. Ind. Sept. 13, 2021) (holding that board of directors was not a "suable" entity separate and apart from the organization the board governed); *Heslep v. Ams. for Afr. Adoption, Inc.*, 890 F.Supp.2d 671, 679 (N.D. W.Va. 2012) (holding that "AFAA, Inc." was a legal, incorporated entity subject to suit, but its "[b]oard does not exist separate from AFAA, Inc.," and "lacks capacity to be sued under Fed.R.Civ.P. 17(b)"); *Theta Chi Fraternity, Inc. v. Leland Stanford Junior Univ.*, 2012 F.Supp.3d 816, 821–22 (N.D. Cal. 2016) (holding that board of directors of association was not a separate legal entity that can be sued independently of the association); *Team Sys. Int'l., LLC v. Haozous*, Case No. CIV–14–1018–D, 2015 WL 2131479, at *2 (W.D. Okla. May 7, 2015) (holding corporate board was "not an entity subject to suit in its own name, apart from [the company]"); *Tahari v. 860 Fifth Ave. Corp.*, 244 N.Y.S.3d 534, 536 (N.Y. App. Div. 1st Dep't 2025) (holding that cooperative corporation's board of directors was not entity with capacity to sue and be sued separate and apart from cooperative corporation on whose behalf it acted).[6]

[6] LKC identifies no Texas case holding that a corporate board or committee has capacity to be sued separately from the corporation, and the Wind Down Debtor is aware of none.

25. Hence, the best LKC can expect to obtain from the Adversary Proceeding is a judgment against three non-Debtors—the SAFE AHG, Eaton, and Wells. LKC does not explain how the Wind Down Debtor could possibly be liable for such a hypothetical judgment, arising as it would from an adversary proceeding as to which no Debtor is party. Certainly, none of the cases LKC cites imposes liability on a debtor for a judgment or award entered against a non-debtor. *See In re Eagle-Picher Indus.*, 447 F.3d 461, 465-66 (6th Cir. 2006) (finding that patent-infringement claims ***against the Debtor*** could constitute administrative expenses); *see also Reading Co. v. Brown*, 391 U.S. 471, 485 (1968) (holding that damages arising from ***a receiver's*** negligence could constitute administrative expenses); *see also In re Mallinckrodt PLC*, Case No. 20-12522 (JTD), 2021 WL 4876908, at *11 (Bankr. D. Del. Oct. 19, 2021) (noting that continuing antitrust violations ***by the debtors*** could potentially give rise to an administrative expense claim); *cf. In re Krisu Hosp., LLC*, Case No. 19-20347-RLJ11, 2021 WL 1186483, at *7 (Bankr. N.D. Tex. Mar. 26, 2021) (considering post-petition torts alleged against ***the debtor*** but declining to deem related damages administrative expenses); *In re GGI Holdings, LLC,* 665 B.R. 727 (Bankr. N.D. Tex. 2024) (alleging breach ***by debtors*** of reps and warranties in an asset purchase agreement).[7]

26. Likewise, none of LKC's cases awarded "fees on fees" under the guise of a tort judgment. *E.g., In re Eagle-Picher*, 47 at 465-66 (finding that patent-infringement claims arising from postpetition sales were ordinary course liabilities); *see also Reading*, 391 at 485 (holding that damages arising from a fire at the debtor's property due to a receiver's negligence were entitled to administrative expense treatment); *see also In re Mallinckrodt*, Case No. 20-12522 (JTD), 2021

[7]As noted above, the Wind Down Debtor should be permitted to intervene in the Adversary Proceeding despite the fact that a judgment cannot be directly entered against it in that action, since Messrs. Eaton and Wells seek to hold the Debtors *indirectly* liable for any such judgment. *See* Motion to Intervene at ¶¶ 11, 21.

WL 4876908, at *11 (noting that continuing antitrust violations by debtors that operated a biopharmaceutical company could potentially give rise to an administrative expense claim and declining to dismiss the administrative claim at the summary judgment stage); *cf. In re Krisu*, Case No. 19-20347-RLJ11, 2021 WL 1186483, at *7 (declining to award an administrative claim because the alleged tort was committed within the context of state court litigation rather than the debtor's hotel business); *In re GGI Holdings, LLC,* 665 B.R. 727 (Bankr. N.D. Tex. 2024) (claimant did not even seek "fees on fees").

27. More broadly, courts have uniformly rejected schemes by estate-retained professionals to evade the holding of *ASARCO* by re-labeling claims in an effort to recover forbidden "fees on fees." That is exactly what LKC seeks to do through its bid to require the Wind Down Debtor to reimburse its fees for litigating the LKC Fee Application under the guise of "damages" resulting from alleged third-party torts, and its claim should be dismissed accordingly.

RESERVATION OF RIGHTS

28. This Objection is submitted without prejudice to, and with a full reservation of, the Wind Down Debtor's rights, claims, defenses, and remedies, including the right to amend, modify, or supplement this Objection to raise additional objections and to introduce evidence at any hearing relating to the Administrative Claim Application, and without in any way limiting any other rights of the Wind Down Debtor to further respond to the Administrative Claim Application on any grounds, as may be appropriate.

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CONCLUSION

29. For the foregoing reasons, the Wind Down Debtor respectfully requests that the Court deny the Administrative Claim Application and enter such other and further relief as the Court may deem just, proper, and equitable.

Dated: April 23, 2026

Respectfully Submitted,

AKIN GUMP STRAUSS HAUER & FELD LLP

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Counsel to the Wind Down Debtor

CERTIFICATE OF CONFERENCE

I hereby certify that shortly after the filing of the Administrative Claim Application, counsel to the Wind Down Debtor began conferring with counsel for LKC. These conversations included, but were not limited to, discussions regarding extending the deadline to object to the Administrative Claim Application. I hereby certify that we have engaged in good faith discussion in an attempt to address the Wind Down Debtor's concerns. The dispute remains unresolved.

/s/ Sarah Link Schultz
Sarah Link Schultz

CERTIFICATE OF SERVICE

I hereby certify that on April 23, 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