UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
RED RIVER TALC LLC,[1]	Case No. 24-90505 (CML)
Debtor.	

DEBTOR'S RESPONSE IN SUPPORT OF AD HOC COMMITTEE OF SUPPORTING COUNSEL'S MOTION FOR AN ORDER AUTHORIZING ONDERLAW, LLC TO SUBMIT A SUPPLEMENTAL MASTER BALLOT

(Related to Docket Nos. 1183, 1373)

Red River Talc LLC (the "Debtor"), the debtor in the above-captioned case, files this response (this "Response") in support of the *Ad Hoc Committee of Supporting Counsel's Motion for an Order Authorizing OnderLaw, LLC to Submit a Supplemental Master Ballot* [Dkt. 1183] (the "Motion")[2] filed by the Ad Hoc Committee of Supporting Counsel (the "AHC") and in response to *The Coalition of Counsel for Justice for Talc Claimants' Objection to Ad Hoc Committee of Supporting Counsel's Motion for an Order Authorizing OnderLaw, LLC to Submit a Supplemental Master Ballot* [Dkt. 1373] (the "Objection"), filed by the Coalition of Counsel for Justice for Talc Claimants (the "Coalition"). In support of this Response, the Debtor respectfully states as follows:

PRELIMINARY STATEMENT

The Debtor respectfully requests that the Court grant the Motion and authorize the Debtor to count the Supplemental Master Ballot submitted by OnderLaw, LLC ("OnderLaw").

[1] The last four digits of the Debtor's taxpayer identification number are 8508. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

[2] Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

OnderLaw has acted in good faith, the Debtor is willing to extend the voting deadline with respect to the ballot and count it, and acceptance of the Supplemental Master Ballot is permitted by the Tabulation Procedures and applicable provisions of the Bankruptcy Code, and will ensure that the voices of the claimants included in the ballot will be heard.

At the recent consolidated hearing (the "Consolidated Hearing"), Jim Onder, principal of OnderLaw, testified that the firm utilized a conservative approach in casting votes on the Debtor's initial prepackaged plan of reorganization (the "Initial Plan") prior to the July 26, 2024 voting deadline.[3] Mr. Onder was uncertain at the time as to the scope of his authority and the firm only cast votes where it determined it had the express consent of its clients.[4] Thus, 90% of the firm's votes were cast on behalf of clients who had affirmatively responded to the firm with explicit voting directions.[5] Mr. Onder cast these votes using the Option A certification and the responses of these clients reflected a consistent view—99% of them directed OnderLaw to vote their claims in favor of the Initial Plan.[6] The remaining 10% of OnderLaw's votes were submitted utilizing the Option B certification—but only for other clients with whom the firm had a written, bankruptcy-specific, Power of Attorney.[7] All these votes were cast in favor of the

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3 See Feb. 18, 2025 Hr'g Tr. at 183:5-13 (testimony of Jim Onder) ("[C]oming out of the Imerys bankruptcy and the issues raised by Judge Silverstein as to voting and so forth, I wanted to follow the absolute gold standard. You know, frankly, I never felt it quite right to not vote them. . . . I wanted the best possible issue. I didn't want to raise an issue with the Court").

4 See id. at 214:8-13 ("I started getting powers of attorney. There were discussions with the [Committee] and did you need it, didn't you need it? It wasn't clear. It was clear it was going to be contentious.").

5 See id. at 214:21-24 ("Q And in terms of option A, you only voted option A where you actually got one of the ballot forms back from your client, right? A Correct."); id. at 233:5-11 (confirming that OnderLaw's original master ballot casts votes on behalf of 10,929 of 12,145 clients under the Option A certification).

6 See id. (confirming that all but 107 of the 10,929 votes that OnderLaw cast under the Option A certification voted to accept the Initial Plan).

7 See id. at 218:19-23 ("Q. And if they didn't return a ballot, you only voted for them under option B if you had a power of attorney, either a separate power of attorney document or they had a retention agreement with the power of attorney language. A. Right, one of the two, right"); id. at 233:20-234:2 (confirming that OnderLaw voted the claims of 1,216 of 12,145 clients under the Option B Certification pursuant to powers of attorney containing "bankruptcy-specific language").

Initial Plan. As a result of Mr. Onder's cautionary approach to voting, OnderLaw did not submit the votes of 5,600 clients (the "Excluded Clients") on whose behalf OnderLaw possessed general authority to act under the terms of its engagement letters.[8] But if the Court determines, as Mr. Onder now believes, that a general authority to act is sufficient to vote under the Option B certification, Mr. Onder wants to be sure that the votes of these Excluded Clients are counted.[9]

Since OnderLaw's initial vote, material changes to the Initial Plan were negotiated and agreed upon, and other material developments occurred. ***First***, agreements were reached with the Smith Law Firm, the Official Committee of Talc Claimants (the "Committee"), the AHC and the legal representative for future claimants (the "FCR"), to amend the Initial Plan to (a) increase the funding to be provided by the Debtor and Johnson & Johnson for the trust and for a common benefit qualified settlement fund in the aggregate amount of $1.75 billion, (b) expedite payments to claimants, and (c) make other changes beneficial to claimants.[10] These agreements were ultimately memorialized (to the extent applicable) in the Third Amended Plan[11] filed on the same day as the Motion, which was the day before the Consolidated Hearing commenced and Mr. Onder testified.

Second, Mr. Edgar Gentle submitted an expert report (the "Expert Gentle Report") on behalf of the AHC opining that claimants' counsel had the authority and a duty to

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8 See id. at 227:5-8 ("Q And in the motion, it says you're seeking -- well, it says the ad hoc committee is seeking authority for you to vote 5600 votes; is that right? A Yes.").

9 See id. at 221:3-6 ("I have a contract, I think I represent them, I think I have the authority. And if that is determined to be the standard, I absolutely want those clients to vote and I'm sure they would want me to vote.").

10 See id. at 152:25-153:5 ("[C]oming out of LTL II into the prepackaged bankruptcy, there was a metamorphisis . . . Everybody was working together, trying to bring everybody on board. Ultimately, it ended up with an additional $1.75 billion into the pot for the benefit of, you know, the benefit of claimants").

11 See *Third Amended Prepackaged Chapter 11 Plan of Reorganization of the Debtor* [Dkt. 1171] (the "Third Amended Plan").

vote their clients' claims for or against a mass tort resolution based on a general grant of authority—except where the counsel had a conflict of interest, in which case the counsel was required to secure the informed consent of his or her clients. Mr. Gentle opined that voting on behalf of clients, where no conflict existed, was the consistent practice in mass tort resolutions, whether in or out of bankruptcy.[12] The Debtor had the same understanding and drafted the Tabulation Procedures accordingly, relying in part on the procedures used in the Boy Scouts bankruptcy case.[13] And that same understanding was embodied in the terms of the Beasley Allen retention agreements.[14]

Third, depositions were taken of claimants' counsel up to just days before the Consolidated Hearing, which affirmed that counsel in mass tort matters understood that they had the authority and a duty to act on their claimants' behalf in mass tort resolutions. Consistent with that deposition testimony, Mr. Watts, Ms. Andrews and Mr. Pulaski all testified at the Consolidated Hearing that they likewise understood that they had the authority and duty to act on their claimants' behalf in mass tort resolutions based on the general authority provided to them in their engagement letters.[15] And the Option B votes submitted on behalf of clients were

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[12] Feb. 18, 2025 Hr'g Tr. at 183:15-20 (testimony of Jim Onder) ("When I found out that everybody else has voted based on a contract and the experts say it – and some of the experts have apparently even said that I have an ethical obligation to vote them, that's why I filed the motion for leave to have the Court consider those votes.").

[13] See In re Boy Scouts of America and Delaware BSA, LLC, No. 20-10343 (LSS) (Bankr. D. Del.) [Dkt. 6438-1].

[14] See id. at [Dkt. 7957-4].

[15] See Feb. 20, 2025 Hr'g Tr. at 128:3-9 (testimony of Mikal Watts) ("[Y]ou can require specific language [] attached to your ballot the client must sign a capital P, power, capital A -- power of attorney in the form prescribed by Rule 9010(c). . . . That's not in here. And that's not what was required here"); Feb. 24, 2025 Hr'g Tr. at 302:21-303:3 (testimony of Anne Andrews) ("I determined that I had to . . . vote on Option B for them because if I didn't, what I was engaged to do was being disenfranchised by my not acting for them. So lest they be disenfranchised from participating as planned and from supporting what they engaged me to do, I did that act in furtherance of my engagement of them, which I believe I have the right to do. I have the agency"); Feb. 25, 2025 Hr'g Tr. at 36:16-37:1 (testimony of Adam Pulaski) ("In my fee contract it specifically lays out in three sentences all of the different things I have the authority to do on their behalf. And I believe this particular item I have the authority to do on their behalf. . . . [M]y fee

consistent with the direct and recorded votes of claimants: 87.7% of those who voted directly or by providing an explicit response to their counsel voted to accept the Initial Plan.[16]

Fourth, other claimants' counsel requested that the Debtor seek leave of this Court to submit supplemental ballots in favor of the proposed Plan based upon the general authority afforded them by their retention agreements.[17] These counsel likewise believed they had the authority and duty to vote in favor of the mass tort resolution embodied in the Plan, which has improved materially as compared to the terms of the Initial Plan. In these cases, the Debtor, pursuant to its authority under the Tabulation Procedures, is willing to extend the voting deadline to allow the submission of these additional votes.

The Debtor is likewise prepared to provide the same extension to OnderLaw, and OnderLaw's authority to vote on behalf of the 5,600 women is the same as the authority numerous other law firms relied on to submit their master ballots in support of the Initial Plan, and the Initial Plan as modified. Accepting the Supplemental Master Ballot would thus treat the Excluded Clients in the same manner as thousands of other claimants whose votes were cast through master ballots under the same circumstances. It would also ensure that the voices of these claimants, like the voices of the others, will be heard.

In its Objection, the Coalition advances no legitimate basis to deprive the Excluded Clients of this right. The Objection begins (and ends) with the assertion that "claimants, and not their law firms are entitled to vote." Objection ¶¶ 2, 11. But Beasley Allen,

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contract, my duty, my obligation to my clients as their agent, as their fiduciary, as their attorney to do this for them was not only important for me to do, not only my obligation, but was necessary for me to do").

16 Expert Report of Andrew R. Evans, CFA, dated January 7, 2025 at 29, Fig. 18.

17 See *Ashcraft & Gerel, LLP's Motion for Entry of an Order Permitting its Clients to Change their Votes with Respect to the Debtor's Chapter 11 Plan* [Dkt. 1322] (seeking to change 654 votes from reject to accept based upon the firm's "power of attorney provided through its retention agreements with the clients to cast their votes").

the leader of the Coalition, itself purported to vote on behalf of 8,500 claimants, without responses that it certified it had received.[18] And unlike any other law firm appearing in this case, Beasley Allen admitted that not only did it vote on behalf of claimants without any affirmative response or consent (and, again, contrary to its express Option A certification), it voted to deprive them of access to any recovery under the Plan notwithstanding that it was simultaneously advocating that those claimants were not entitled to any recovery outside of bankruptcy either. Contrary to the Coalition's position in the Objection, counsel has the authority and a duty to vote on behalf of its clients, except where there is a conflict.

At all times, OnderLaw has acted in good faith with respect to the Supplemental Master Ballot. As the Court remarked after hearing Mr. Onder's testimony, there was no "ill intent" in the manner in which he voted.[19] Moreover, the Coalition took full discovery of OnderLaw's voting—including the deposition of Mr. Onder—so there was no surprise regarding OnderLaw's position. No party is prejudiced by permitting the voices of the Excluded Clients to be heard. And since the Court has not ruled on any of the matters presented at the Consolidated Hearing, there has been no delay.

In the end, the Tabulation Procedures expressly authorize the Debtor to extend the deadline for OnderLaw to cast its Supplemental Master Ballot, and the Court separately has the authority to fix a date for the acceptance of that ballot. If the deadline is extended either based on the willingness of the Debtor to extend it or the entry of an order by the Court fixing the deadline, the Supplemental Master Ballot would be timely and there would be no need to apply

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[18] See Feb. 21, 2025 Hr'g Tr. at 43:16-18 (testimony of Andy Birchfield of Beasley Allen) ("Q Okay. For the 8,500 people that did not respond to you at all, what did you collect? A We collected their silence as a response.").

[19] See Feb. 28, 2025 Hr'g Tr. at 132:4-6 (statements of the Court) ("I'm talking about [the AHC members]. I didn't see anything in the record where someone showed me that there was ill intent in how they voted").

or consider the excusable-neglect standard of Bankruptcy Rule 9006(b)(1)(2). But even if the excusable neglect standard were to apply, it is satisfied here and the caselaw the Coalition cites for its contrary arguments is inapposite. The Motion should be granted.

RESPONSE

The Debtor Is Willing to Extend the Voting Deadline.

1. The Debtor is prepared to extend the voting deadline to accept the Supplemental Master Ballot. The Debtor possesses authority to do so under the tabulation procedures. In particular, section 3(d) of the tabulation procedures, included with every master ballot, authorizes the Debtor, as successor to LLT, to grant extensions of the voting deadline with respect to any ballot. See Dkt. 47-2 (master ballot), at 21-22 (providing that ballots must be "duly and timely submitted" by the Voting Deadline "unless LLT has granted an extension of the Voting Deadline with respect to such ballot."). Several other references to this authority are found throughout the master ballot.[20] The Debtor's authority to extend the voting deadline with respect to any claimant or law firm does not expire, and nothing in the Bankruptcy Code or Bankruptcy Rules eliminates that authority prior to confirmation of the Plan. See Feb. 25, 2025

[20] See, e.g., id. at 3 ("***Unless such time is extended by LLT***, this Master Ballot must be properly completed, signed, and returned to the Solicitation Agent so as to be received no later than July 26, 2024 at 4:00 p.m. (prevailing Central Time) (the "Voting Deadline") for the votes on this Master Ballot to count.") (emphasis added); id. at 11 ("If your completed Master Ballot and Master Ballot Spreadsheet are not received by the Solicitation Agent on or before the Voting Deadline, ***and such Voting Deadline is not extended by LLT or the Debtor, as applicable***, as noted in the accompanying Tabulation Procedures, your vote will not be counted.") (emphasis added); id. at 23 ("If the Solicitation Agent receives more than one ballot from the same holder of a Channeled Talc Personal Injury Claim (or from the same authorized representative representing the same holder of a Channeled Talc Personal Injury Claim) for the same Channeled Talc Personal Injury Claim, in the absence of contrary information establishing which ballot is valid ***as of the Voting Deadline (or such later date as may be agreed by LLT or the Debtor)***, the last-executed, otherwise valid ballot that is received before the Voting Deadline shall be the ballot that is counted.") (emphasis added); id. ("If the Solicitation Agent receives one or more ballots from the holder of a Channeled Talc Personal Injury Claim and someone purporting to be their authorized representative, the ballot received from the holder of the Channeled Talc Personal Injury Claim shall be the Ballot that is counted, regardless of when it is received ***so long as it is received before the Voting Deadline (or such later date as may be agreed by LLT or the Debtor)***, and the vote of the purported authorized representative will not be counted.") (emphasis added).

Hr'g Tr. at 180:2-3 (statements of the Court) ("Because as folks said, the Debtor can always extend the deadline").

2. In addition, the Court has authority under the Bankruptcy Rules to accept the Supplemental Master Ballot as timely. Bankruptcy Rule 3018(a) provides that "[a] plan may be accepted or rejected in accordance with § 1126 of the Code within the time fixed by the court pursuant to Rule 3017 . . . ." Fed. R. Bankr. P. 3018(a). Bankruptcy Rule 3017(c) provides that "[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan . . . ." Fed. R. Bankr. P. 3017(c).[21] Here, the Court has not yet ruled on the adequacy of the Debtor's disclosure statement; therefore, the Court is authorized to fix a date by which the Supplemental Master Ballot may be accepted as timely. The Motion invoked these rules, together with sections 105(a) and 1126(a) of the Bankruptcy Code, in requesting that the Court authorize acceptance of the Supplemental Master Ballot. See Motion, at 4-5.

3. The authority relied upon by the Coalition is not to the contrary. In both cases the Coalition cites, the court, in applying the excusable neglect standard, was considering whether to allow a late-filed ballot after a voting deadline established by order of the court. See In re: Thomas Orthodontics, S.C. Jess T. Thomas & Brooke A. Thomas, Jointly Administered Debtors, No. 23-25432-RMB, 2024 WL 4297032, at *3 (Bankr. E.D. Wis. Sept. 25, 2024) (applying excusable neglect standard where "the Court set a deadline of April 5, 2024 for creditors to return their ballots accepting or rejecting the plan" and it was "undisputed that [the creditor] did not return its ballot by the deadline."); In re Hills Stores Co., 167 B.R. 348, 350

[21] Section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) apply with respect to votes cast before the commencement of a chapter 11 case. See 11 U.S.C. § 1126(b); Fed. R. Bankr. P. 3018(b).

(Bankr. S.D.N.Y. 1994) (applying excusable neglect standard with respect to ballots received after deadline set forth in court's order approving disclosure statement). In stark contrast here, the Court has not yet entered an order approving the prepetition solicitation procedures or otherwise establishing any voting deadline, and the Debtor is prepared to extend the voting deadline to accept the Supplemental Master Ballot as timely. Because the AHC is not requesting relief from any deadline established by the Bankruptcy Rules or order of this Court (or even by the Debtor), Bankruptcy Rule 9006(b)(1) and the excusable neglect standard are simply inapplicable.[22]

Although the Excusable Neglect Standard Is Inapplicable, It Would Nevertheless Be Satisfied.

4. Even if the excusable neglect standard of Bankruptcy Rule 9006(b) were applicable, it would be satisfied given the circumstances surrounding OnderLaw's submission of the Supplemental Master Ballot. In evaluating excusable neglect, courts consider the four factors set forth by the United States Supreme Court in Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380 (1993): "(1) the danger of prejudice to the debtor, (2) the length of delay and its potential impact on judicial proceedings, (3) the reason for the delay, including whether it was within the reasonable control of the movant, and (4) whether the movant acted in good faith." In re CJ Holding Co., 27 F.4th 1105, 1112 (5th Cir. 2022) (quoting In re Eagle Bus Mfg. Inc., 62 F.3d 730, 737 (5th Cir. 1995)) (internal quotation marks and citations omitted). "The inquiry is at bottom an equitable one, taking account of all relevant circumstances surrounding the party's omission." Id.

[22] The excusable neglect standard of Bankruptcy Rule 9006(b)(1) applies only to requests made after expiration of a period specified by the Bankruptcy Rules, a notice required thereby or an order of the Court. See Fed. R. Bankr. P. 9006(b)(1).

5. Applying the Pioneer factors to court-ordered voting deadlines, numerous courts have found that cause exists justifying the acceptance of late-filed ballots where there is no prejudice to the debtor's reorganization efforts and the voting party acts in good faith. See, e.g., In re Ellipso, Inc., 2010 WL 1418346, *3 (Bankr. D.D.C. Apr. 5, 2010) (finding excusable neglect for inadvertent late filing of ballot that was promptly remedied upon discovery where accepting ballot would not disrupt confirmation process); In re CGE Shattuck, LLC, 2000 WL 33679409, *3 (Bankr. D.N.H. Dec. 1, 2000) (finding excusable neglect where there was no danger of prejudice to the debtor, the ballot arrived in time to be counted for the confirmation hearing, the creditor acted promptly and in good faith and the delay was not the fault of the creditor); In re Ekstrom, 2010 WL 1254893, *17 (Bankr. D. Ariz. 2010) (allowing late filed ballot accepting plan received five months after voting deadline where debtor obtained near-unanimous consent for its plan, and creditor's principals reasonably did not realize they had the opportunity to vote); see also In re Rhead, 179 B.R. 169, 177 (Bankr. D. Ariz. 1995); In re Paul, 101 B.R. 228, 231 (Bankr. S.D. Cal. 1989).

6. Here, acceptance of the Supplemental Master Ballot will not prejudice the Debtor. The Supplemental Master Ballot contains 5,600 additional votes supporting the Plan, and the Debtor is willing to extend the voting deadline to accept these votes. The Supplemental Master Ballot further reinforces the vast support that exists for the Plan. That support has continued to grow since the July 26, 2024 voting deadline because of the agreements reached with the Smith Law Firm, the Committee, the AHC and the FCR to, among other things, increase the funding available by $1.75 billion and expedite payments to claimants.

7. The length of the delay is not significant or prejudicial. Although the general voting deadline lapsed in July 2024, the Supplemental Master Ballot was submitted to

Epiq, and the Motion was filed, on the same day that the Debtor filed the Third Amended Plan reflecting the terms of the agreements with its key constituencies—the day before the Consolidated Hearing commenced and Mr. Onder testified. The Motion was filed about a month after submission of the Gentle Expert Report that confirmed for Mr. Onder that he had the authority and a duty to cast votes on behalf of his 5,600 Excluded Clients. In addition, the Court is currently considering and has not yet ruled on the solicitation procedures, the disclosure statement, a number of voting motions and confirmation. Accordingly, the submission of the Supplemental Master Ballot will not disrupt or delay this proceeding in any way, nor will it prejudice the interests of any party.

8. As the Court remarked during closing arguments, evidence adduced at the Consolidated Hearing demonstrated Mr. Onder's good faith in carefully considering how and to what extent to vote on behalf of his clients. Mr. Onder initially was not certain of his authority to vote on behalf of all of his clients, so out of an abundance of caution he elected to limit his votes to only those clients from whom he had received an affirmative response or with whom he had an express, bankruptcy-specific Power of Attorney.

9. In light of the enhancements reflected in the Debtor's agreements with the Smith Law Firm, the Committee, the AHC and the FCR, as memorialized in the Third Amended Plan, and after (a) learning that numerous other firms submitted master ballots under the Option B Certification based upon the express or implied general authority provided in their engagement letters and (b) reviewing the Gentle Expert Report, Mr. Onder determined that he should submit the Supplemental Master Ballot—to, among other things, avoid disenfranchising the Excluded Clients—and request that the votes of these 5,600 previously excluded clients be counted. As Mr. Onder testified at the Consolidated Hearing:

> I waited until I saw what everybody else did and got the opinions of the ethicist or the expert's ethicist that says that it's accusing me of potential impropriety for not voting them. And I figured, Hey, it makes sense to go ahead and move the Court to vote them, assuming whatever the Court holds to be the standard. ***I don't want to wrongfully disenfranchise my clients.***

Id. at 305:22-306:18 (emphasis added); see also id. at 236:3-7 ("the bottom line is I think I have the authority under a general contract. I think I do under Missouri law. But again, that's not the gold standard that I applied in voting. But if that is in fact permitted, I want to vote those people."). The evidence thus establishes that Mr. Onder acted in good faith and in the interests of his Excluded Clients based upon the like actions of numerous other law firms and the views of Mr. Gentle.

10. The Coalition argues that no excusable neglect is present because Mr. Onder's determination in July of 2024 to refrain from casting the votes on behalf of the Excluded Clients cannot constitute neglect, even if it is excusable. Objection, 3-4. The Coalition cites no authority within the Fifth Circuit in support of its argument, and the Debtor is aware of none. And the Coalition's authority from other jurisdictions is not on point. The cases the Coalition relies upon address creditors' strategic, calculated decisions not to act by a deadline—usually a claims bar date—followed by a subsequent request to late file. In In re Graham Bros. Const. Inc., 451 B.R. 646 (Bankr. S.D. Ga. 2011), for example, a creditor determined not to file a proof of claim because it wanted to recover from proceeds of insurance and "did not want to jeopardize its right to a jury trial or Florida venue" by filing a proof of claim. Id. at 651. Upon realizing that the debtor was solvent, the creditor sought to late-file a proof of claim, and the court denied the request, finding that the "conscious and strategic decision" not to file the claim by the bar date was not neglect. Id.; see also In re Sabbun, 556 B.R. 383, 390 (Bankr. C.D. Ill. 2016) (Internal Revenue Service's decision not to vote on chapter

11 plan driven by policy of generally not voting on such plans "place[d] its fortunes in the hands of other creditors" and it "is not the Court's role to save the IRS from the results of implementing its own strategies.").

11. These cases are distinguishable. Mr. Onder refrained from submitting votes on behalf of the Excluded Clients, not to obtain some strategic advantage for them or for himself, but out of an abundance of caution and in good faith based upon his uncertainty as to whether he possessed sufficient authority to vote the claims. OnderLaw's 5,600 Excluded Clients should not be penalized for Mr. Onder's cautious approach in preparing his firm's master ballot.

CONCLUSION

For the reasons set forth above, the Debtor supports the relief requested in the Motion and respectfully requests that the Court grant the Motion and overrule the Objection.

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Dated: March 18, 2025
Houston, Texas

Respectfully submitted,

/s/ John F. Higgins

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PROPOSED ATTORNEYS FOR DEBTOR

Certificate of Service

I certify that on March 18, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtor's claims, noticing, and solicitation agent.

/s/ John F. Higgins
John F. Higgins