

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Subject: OBJECTION TO THE RETENTION OF COUNSEL AND FEE ADJUSTMENT Docket No. 1029.

CASE NUMBER 25-10606

HONORABLE JUDGE LAURIE SELBER SILVERSTEIN

United States Bankruptcy Court

For the District of Delaware

824 N Market St #3000, Wilmington, DE 19801,

United States of America.¹

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DISTRICT OF DELAWARE

VALERIA MARGARITA ALBOR DOMINGUEZ: I hereby formally bring my objections to the increase of to legal fees to a new labor Mexican firm made by Controladora Dolphin S.A. de C.V. (The company) under Chapter 11, request, based on the following facts:

1. PREGNANCY DISCRIMINATION AND RETALIATION BASED ON KINSHIP: I was unjustly dismissed from my position as Corporate Director sometime in late June, when the Chief Restructuring Director, Robert Wagstaff became aware, together with The Senior Lenders (PRUDENTIAN & CIGNA) that I was in the

¹ And to the parties with the right to notification:

- The Debtors' Attorney, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Sean T. Greecher (sgreecher@ycst.com) and Jared W. Kochenash (jkochenash@ycst.com);
- The Office of the U.S. Receiver for the District of Delaware, 844 King Street, Room 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin A. Hackman (Benjamin.a.hackman@usdoj.gov);
- The attorneys of the Official Committee of Unsecured Creditors, (a) Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Thomas J. Francella, Jr. (tfrancella@raineslaw.com) and (b) Law Offices of Manganelli, Leider & Savio, P.A., 1900 N.W. Corporate Blvd., Ste. 200W, Boca Raton, FL 33431, Attn: Christian Savio (csavio@mls-pa.com);
- DIP lenders and counsel for DIP lenders, Baker & McKenzie LLP, 830 Brickell Plaza, Suite 3100, Miami, FL 33131, Attn: Paul J. Keenan Jr. (paul.keenan@bakermckenzie.com), and 452 Fifth Avenue, New York, New York 10018, Attn: Blaire A. Cahn (blaire.cahn@bakermckenzie.com);
- The DIP Agent, GLAS Americas, LLC, 3 Second Street, Suite 206 Jersey City, NJ 07311, Re: Triton Investments Holdings, LLC (clientservices.usadcm@glas.agency);
- DIP Agent Counsel, Foley & Lardner LLP, 111 Huntington Avenue, Suite 2500, Boston, MA 02199, Attn: Adrienne K. Walker (awalker@foley.com);
- The first pre-suit lien-dealer and the second pre-suit lien-broker, GLAS Americas, LLC, 3 Second Street, Suite 206 Jersey City, NJ 07311; Attn: Controladora Dolphin, S.A. de C.V.-agent of guarantees (clientservices.usadcm@glas.agency);
- Attorney for the First Liender and the Second Lien, Foley & Lardner LLP, 111 Huntington Avenue, Suite 2500, Boston, MA 02199, Attn: Adrienne K. Walker (awalker@foley.com); y
- All parties who have requested notice in these Chapter 11 cases. (I do not know because I do not have access to this file)



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early stages of my pregnancy. This action was not only groundless and unfair, but also blatant discrimination and direct retaliation for being the daughter of the person who served as CEO and President of the company for the past 30 years; also since I came out from University of Miami and after more than 10 years of professional dedication to The Dolphin Company.

2. DEPRIVATION OF HEALTH AND SOCIAL SECURITY: Upon my dismissal, the Debtor unilaterally and with no notice at all, suspended my social security and medical expense insurance (both in Mexico and the U.S.), to which I was entitled during all my pregnancy under Mexican and US laws whole law and during all my pregnancy. This action left me unprotected throughout my pregnancy and subsequent delivery, jeopardizing my health and that of my child. Furthermore, by unjustly dismissing me with full knowledge of my pregnancy condition, the Company not only violated my labor rights under Mexican law but also caused me irreparable emotional harm. By unilaterally canceling my major medical expense insurance during my pregnancy, the company deprived me of automatic coverage for my baby at birth, with an unexpected risk for me and my baby as any neonatal complication or congenital disease will now be considered a 'pre-existing condition,' rendering him uninsurable for life for such preexistent condition. Therefore, I request that the damages resulting from this loss of coverage be considered as a preferential obligation, since the healthcare costs that the Company passed on to me has exposed my child health.

3. Your Honor, it is imperative to point out that the bad faith in this process is aggravated by the nature of the primary creditor, Prudential. It is paradoxical and ironic that an American Premier Insurance Company whose identity and global business are based on protecting life and health through insurance is the same one that, in this bankruptcy proceeding, validated or promoted the cancellation of my health insurance without of previous notice. Prudential, better than anyone, should understand the irreparable harm caused by the interruption of a policy during pregnancy and the loss of newborn coverage.

4. REPEATED CONTEMPT OF COURT (4 ORDERS IGNORED): It is imperative to inform this Court that a Labor Judge in Mexico has issued four separate court orders instructing Controladora to:

- Pay me the minimum subsistence level due to my pregnancy under the Mexican labor laws.
- Immediately reinstate me to my health insurance plans. The Debtor has openly defied the judicial authority, ignoring the orders and preferring to accumulate fines rather than comply with their basic legal obligations.

5. INCONSISTENCY AND WASTE OF FEES: While the Debtor claims insolvency to comply with the court orders for my basic living allowance and insurance payments, it seeks to have this Court authorize an outrageous monthly fee of up to \$50,000 USD to a new law firm. It does not make any sense the

request to approve the increase of legal fees to the labor firms, with half the number of employees by this time, and increase of 3,200% or 32X, over the firm's historical costs (which previously paid \$1,500 USD monthly for similar services) information I have since, as Corporate Director, Human Resources were under my responsibility and such, monthly fee of USD\$1,500.00 was part of our budget.

It is hard to understand that a Company under chapter 11, increases the labor fees 32X for lawyers who advise the firm on how to circumvent court orders and how to discriminate against a woman based on her pregnancy and family relationship.

I request that the fee increase be denied and that any payment be conditioned on the Debtor first fulfilling its labor obligations among other, to reinstate my health and living benefits by reimbursing the expenses incurred for leaving me without insurance.

Respectfully submitted,



Valeria Margarita Albor Domínguez

Date: March 9, 2026

ORIGIN ID:MPBA (000) 000-0000
VALERIA ALBOR

SHIP DA:
ACTWGT:
CAD: 65'

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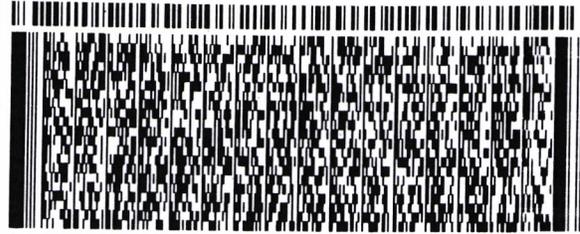
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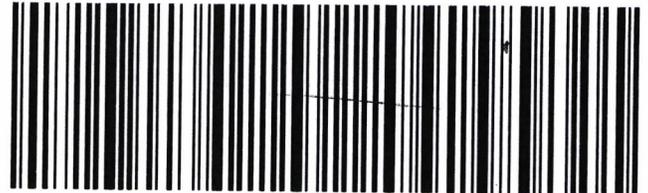
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