

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

**CARTWHEEL ROBOTICS, INC.,**

Debtor.

Case No. **26-50278-HLB**

Chapter 7

**MOTION OF SECURED CREDITOR SCOTT  
LAVALLEY FOR PRODUCTION OF  
DOCUMENTS PURSUANT TO FEDERAL  
RULE OF BANKRUPTCY PROCEDURE  
2004**

Scott LaValley, representing himself pro se in his capacity as a secured creditor and party in interest in this Chapter 7 case, respectfully moves for entry of an order authorizing targeted production of documents pursuant to Federal Rule of Bankruptcy Procedure 2004.

Movant seeks limited document discovery concerning communications among three groups: **(1) Nevada Battle Born Growth Escalator, Inc. and its representatives, including Christine Guerci, Karsten Heise, and Kyle Ferguson; (2) Gene Wong, Reno Seed Fund / RSF**

**Robotics I, the Wong Family Revocable Trust, and related investors; and (3) Engineered Arts, Nicolas Desmarais, and related representatives.** The requested discovery concerns Cartwheel Robotics, Inc., Engineered Arts' potential acquisition, investment, financing, or asset-purchase interest, Gene Wong's anticipated involvement or alignment, any proposed investor roll-forward or participation in an Engineered Arts-related transaction, any actual or prospective buyer, bidder, acquirer, assignee, designee, or purchaser of Cartwheel assets, any proposed auction or "hold co" structure, creditor strategy, the timing of the involuntary bankruptcy petition, and matters that may have affected the value, disposition, or administration of the Debtor's estate.

Movant also seeks limited document discovery from ClickBio and Jessica Gagliano only to the extent ClickBio personnel, systems, records, email accounts, calendars, devices, or administrative support were used in connection with Gene Wong's or RSF-related communications concerning Cartwheel.

In support of this Motion, Movant states as follows:

## **I. Relief Requested**

1. Movant seeks an order authorizing targeted production of documents pursuant to Federal Rule of Bankruptcy Procedure 2004 from Gene Wong, Reno Seed Fund / RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Engineered Arts, and related document custodians.
2. Movant is **not seeking oral examinations at this time**. Movant reserves the right to request oral examinations later if document production shows that further examination is necessary.
3. The requested document production is directed to communications and records concerning Cartwheel Robotics, Inc., Engineered Arts' potential acquisition, investment, financing, or asset-purchase interest, Gene Wong's anticipated involvement or alignment, any proposed investor roll-forward or participation in an Engineered Arts-related transaction, any actual or prospective buyer, bidder, acquirer, assignee,

designee, or purchaser of Cartwheel assets, any proposed auction or “hold co” structure, creditor strategy, the timing of the involuntary bankruptcy petition, and matters that may have affected the value, disposition, or administration of the Debtor’s estate.

4. The requested custodians include Gene Wong, Reno Seed Fund / RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Christine Guerri, Karsten Heise, Kyle Ferguson, Engineered Arts, Nicolas Desmarais, and, to the extent relevant, AppDirect, ClickBio, Jessica Gagliano, and/or their representatives.
5. AppDirect is included only to the extent AppDirect personnel, systems, records, email accounts, or representatives were used in connection with communications concerning Cartwheel, Engineered Arts, Gene Wong, Nevada Battle Born Growth Escalator, Inc., or the matters described herein.
6. ClickBio and Jessica Gagliano are included only to the extent they possess, control, or have knowledge of communications or records concerning Cartwheel, Engineered Arts, Nevada Battle Born Growth Escalator, Inc., Gene Wong, Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, or the involuntary petition.

## **II. Background and Basis for Document Production**

7. On March 19, 2026, an involuntary Chapter 7 bankruptcy petition was filed against Cartwheel Robotics, Inc. by RSF Robotics I, the Wong Family Revocable Trust, and Nevada Battle Born Growth Escalator, Inc.
8. Gene Wong is associated with RSF Robotics I and the Wong Family Revocable Trust. Nevada Battle Born Growth Escalator, Inc. is also a petitioning creditor, and Christine Guerri, Karsten Heise, and Kyle Ferguson appear to have acted as representatives of Nevada Battle Born Growth Escalator, Inc. in matters relevant to Cartwheel.
9. Nicolas Desmarais is associated with Engineered Arts. Engineered Arts had previously expressed interest in a potential acquisition, investment, financing, asset purchase,

employment-related transaction, or other strategic transaction involving Cartwheel, its technology, and/or its assets.

10. Movant understands that Gene Wong may have used ClickBio personnel, systems, records, email accounts, calendars, devices, or administrative support in connection with Reno Seed Fund / RSF-related business. Movant further understands that Jessica Gagliano may have provided administrative or operational support to Mr. Wong in connection with such matters.
11. Movant does not assert that ClickBio or Jessica Gagliano were parties to any transaction involving Cartwheel. Rather, Movant seeks document production from them only to the extent they possess or control records reflecting Gene Wong's or RSF-related communications concerning Cartwheel.
12. Movant is a secured creditor of the Debtor and has filed a proof of claim asserting a perfected secured claim against the Debtor's estate.
13. Federal Rule of Bankruptcy Procedure 2004 permits the Court, on motion of a party in interest, to order examination of any entity concerning the acts, conduct, property, liabilities, and financial condition of the debtor, and any matter that may affect administration of the estate.
14. The requested document production concerns matters that may affect administration of the estate, including estate value, the disposition of Cartwheel's assets, potential estate claims, creditor conduct, potential acquirer conduct, the circumstances leading to the involuntary bankruptcy filing, potential buyers or bidders, the timing of the petition, and communications with any potential acquirer or strategic counterparty.
15. Movant does not seek this discovery for harassment, delay, or to conduct discovery in any pending adversary proceeding.
16. Movant does not seek to usurp the Chapter 7 Trustee's authority over estate claims or estate administration, but seeks limited document production from non-Debtor parties

who appear to possess material information concerning estate value, potential transactions, creditor communications, and events leading to the involuntary petition.

### III. Factual Basis for Requested Document Production

17. In December 2025, Engineered Arts and/or its representatives engaged in communications with Movant concerning both potential employment and a potential transaction involving Cartwheel's assets.
18. On or about December 22, 2025, Nicolas Desmarais stated in an email that the parties would "try and tie" Movant's proposed sign-on bonus "to the acquisition of the assets." In the same communication, Mr. Desmarais stated in substance that, if Engineered Arts acquired the assets, the upfront cash investment would cover outstanding debts and "serve the same purpose as bonus."
19. On or about December 23, 2025, Movant responded that acquisition was the preferred path, but clarified that the sign-on bonus would serve only as a personal fallback and was not indicative of the potential price to purchase Cartwheel's assets. Movant further stated that any purchase of the assets would need to be negotiated between Engineered Arts and the secured creditor then exercising control over the assets.
20. A true and correct copy of the relevant December 2025 email thread is attached hereto as **Exhibit A**.
21. In mid-January 2026, Movant was attempting to negotiate a comprehensive global resolution that would resolve secured obligations, address the landlord position, avoid partial or sequential execution risk, and potentially allow Cartwheel's assets to be returned to the company through a single coordinated closing.
22. On or about January 14, 2026, Movant emailed Mr. Desmarais regarding a possible global resolution structure. The framework contemplated, among other things, Engineered Arts setting a call with Gene Wong, alignment in principle on a global

resolution, escrow funding, release documentation, assignment of assets back to Cartwheel, and governance and equity changes becoming effective at a single closing moment.

23. Movant also stated that any employment arrangement would remain arm's-length and independent from the settlement economics, and that simultaneous effectiveness was intended to avoid interim risk and ambiguity, not because employment was consideration for the settlement.
24. On or about January 15, 2026, Mr. Desmarais responded: "Let's chat tomorrow to align on these mechanics. I think Gene will be aligned. He wants a call asap as well."
25. A true and correct copy of the relevant January 14–15, 2026 email thread is attached hereto as **Exhibit B**.
26. On or about January 20, 2026, Mr. Desmarais sent Movant a communication concerning Cartwheel's situation, a potential bankruptcy process, an "auction of all assets," counsel's view concerning "Gene and Nevada," a possible holding-company or "hold co" structure, and Gene Wong's desire to speak.
27. A true and correct copy of the relevant January 18–20, 2026 email thread is attached hereto as **Exhibit C**.
28. The emails attached as Exhibits A, B, and C are limited communications from Movant's personal Gmail account. Movant does not attach these emails to suggest that he has access to Cartwheel's corporate email accounts, records, systems, files, financial records, or other company-controlled information. Movant does not presently have possession, custody, or control of Cartwheel's corporate records or systems.
29. These communications raise questions regarding the nature and extent of communications among Mr. Desmarais, Engineered Arts, Gene Wong, Reno Seed Fund, Nevada Battle Born Growth Escalator, Inc., Christine Guerici, Karsten Heise, Kyle Ferguson, and/or other creditor representatives concerning Cartwheel's assets, a

possible global resolution, acquisition strategy, governance changes, creditor alignment, potential bankruptcy process, auction process, "hold co" structure, and potential estate value.

30. Movant further understands that discussions occurred concerning whether Gene Wong and/or investors associated with him might roll forward, convert, exchange, contribute, assign, or otherwise transfer Cartwheel-related investment interests, claims, or other economic interests into Engineered Arts or an Engineered Arts-related transaction, capitalization, acquisition, or financing structure.
31. Movant does not presently know the full extent of those discussions, whether any such roll-forward or investor-participation structure was proposed or agreed, why it did or did not proceed, or whether any dispute, loss of trust, or breakdown in discussions between Mr. Desmarais and Mr. Wong affected Engineered Arts' position regarding Cartwheel.
32. Movant is also aware of late-January 2026 communications involving creditor representatives, including representatives of Nevada Battle Born Growth Escalator, Inc., Gene Wong / Reno Seed Fund-related interests, and Engineered Arts, that raised questions regarding creditor goals, Engineered Arts' potential role, possible acquisition-related interests, and communications between Engineered Arts and Gene Wong.
33. Movant further seeks production sufficient to determine whether any creditor, investor, potential acquirer, or representative had identified, contacted, lined up, coordinated with, or otherwise discussed any actual or prospective buyer, bidder, acquirer, investor, assignee, designee, purchaser, or recipient of Cartwheel's assets, technology, intellectual property, equipment, source code, data, customer opportunities, or business prospects before or after the involuntary petition.
34. Movant also seeks discovery concerning the timing of the involuntary petition. If the Debtor's assets had substantial value, and if the petitioning creditors believed bankruptcy was necessary to preserve or realize that value, the delay between the January 2026 creditor communications and the March 19, 2026 involuntary petition raises estate-relevant questions.

35. Discovery is necessary to determine why the petition was filed when it was, what alternatives were considered during the intervening period, whether any buyer, bidder, auction, hold-co, roll-forward, asset-disposition, litigation, or discovery strategy was being evaluated, and whether the delay affected estate value.
  
36. Movant publicly announced his employment with Google on or about March 9, 2026. Three days later, on March 19, 2026, RSF Robotics I, the Wong Family Revocable Trust, and Nevada Battle Born Growth Escalator, Inc. filed the involuntary Chapter 7 petition against Cartwheel. Movant does not assert by this Motion that the timing was improper, but the close timing raises estate-relevant questions regarding what communications occurred before filing, why the petition was filed when it was, whether alternatives were considered, whether the timing was influenced by litigation strategy, discovery strategy, buyer or bidder strategy, asset-disposition strategy, funding alternatives, or Movant's employment transition, and whether any delay affected estate value.
  
37. Because certain communications involving Debtor's counsel may implicate Cartwheel's attorney-client privilege, Movant does not rely on privileged communications for the relief requested in this Motion. Instead, Movant seeks Rule 2004 document production from the relevant non-Debtor parties to determine the underlying facts directly from the parties who possess them.
  
38. Movant understands that Kyle Ferguson may possess material information concerning Cartwheel's funding efforts, including communications regarding whether Nevada Battle Born Growth Escalator, Inc. would participate in additional funding or a final financing/resolution effort before the involuntary petition.
  
39. Because the relevant communications may have occurred outside the limited email threads currently available to Movant through his personal Gmail account, and because Movant does not presently have possession, custody, or control of Cartwheel's corporate records, email accounts, systems, files, financial records, or other company-controlled information, Rule 2004 document production from non-Debtor parties is necessary to determine the full scope of communications among the relevant parties.

40. The requested document production is necessary to determine what communications occurred, what Gene Wong was told, what Mr. Wong communicated to Engineered Arts, whether any petitioning creditor supported, opposed, conditioned, or redirected a possible transaction, whether Nevada Battle Born Growth Escalator, Inc. or its representatives participated in or were aware of such communications, whether any investor roll-forward or Engineered Arts-related capitalization structure was discussed, whether any buyer, bidder, acquirer, investor, assignee, designee, purchaser, or recipient had been identified or coordinated with, why the involuntary petition was filed when it was, and whether any such communications or timing decisions affected estate value, creditor recoveries, or potential estate claims.

#### **IV. Need for Prompt Document Production**

41. Movant files this Motion at this time because the requested discovery concerns issues likely to affect administration of the estate at the outset of this Chapter 7 case, including estate value, potential claims, creditor conduct, the circumstances surrounding the involuntary petition, and prepetition communications with a potential acquirer, bidder, or strategic counterparty.
42. The current case posture appears focused on identifying assets, records, schedules, and persons with knowledge of the Debtor's affairs.
43. The communications described above suggest that additional parties may possess material information concerning the Debtor's assets, potential transactions, asset valuation, creditor strategy, acquisition-related communications, investor roll-forward discussions, funding/resolution efforts, possible buyers or bidders, timing of the petition, and events leading to the involuntary petition.
44. Prompt document production is appropriate so that the Chapter 7 Trustee and parties in interest may evaluate the estate with a more complete record and determine whether potential estate claims, recoveries, objections, or further investigation may be warranted.

45. Movant does not ask the Court to determine the merits of any potential claim through this Motion. Movant seeks only to obtain documents sufficient to determine what occurred and whether further action by the Trustee or parties in interest may be warranted.

## **V. Requested Document Production**

46. Movant requests production of the following documents and communications from Gene Wong, Reno Seed Fund / RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Christine Guerci, Karsten Heise, Kyle Ferguson, Nicolas Desmarais, Engineered Arts, ClickBio to the extent relevant, Jessica Gagliano to the extent relevant, AppDirect to the extent relevant, and/or their representatives:

a. All communications concerning Cartwheel Robotics, Inc. between or among Gene Wong, Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Christine Guerci, Karsten Heise, Kyle Ferguson, Engineered Arts, Nicolas Desmarais, John Pharr, Susan Court, Brendan Burke, Empower Industries, Joe Mardini, ClickBio to the extent relevant, Jessica Gagliano to the extent relevant, AppDirect to the extent relevant, or their representatives.

b. All communications between or among any representatives of Nevada Battle Born Growth Escalator, Inc., including Christine Guerci, Karsten Heise, and Kyle Ferguson; Gene Wong, Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, or any related investors; and Engineered Arts, Nicolas Desmarais, Brendan Burke, or their representatives concerning Cartwheel's assets, potential acquisition or investment activity, creditor strategy, any auction, any "hold co," any investor roll-forward, any asset disposition, or the involuntary bankruptcy petition.

c. All communications concerning any proposed acquisition, investment, financing, asset purchase, licensing transaction, strategic transaction, auction, "hold co" structure, employment-related transaction, investor roll-forward, claim conversion, equity exchange, capitalization structure, or other transaction involving Cartwheel and Engineered Arts.

- d. All communications concerning any relationship between Scott LaValley's proposed employment, compensation, sign-on bonus, employment start date, consulting arrangement, or other personal consideration and any acquisition, transfer, purchase, auction, or disposition of Cartwheel Robotics' assets.
- e. All communications concerning the January 14–15, 2026 proposed global resolution, including any call or proposed call between Engineered Arts and Gene Wong, and Mr. Desmarais's statement that "Gene will be aligned" and "wants a call asap."
- f. All documents and communications concerning any proposal, discussion, or understanding that Gene Wong, Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, or any related investors would roll forward, convert, exchange, contribute, assign, or otherwise transfer any Cartwheel-related investment, claim, or interest into Engineered Arts or any Engineered Arts-related transaction, capitalization, acquisition, or financing structure.
- g. All documents and communications concerning any dispute, loss of trust, recording of communications, consent to recording, alleged misrepresentation, or other breakdown in discussions between Gene Wong and Nicolas Desmarais relating to Cartwheel, Engineered Arts, Cartwheel investors, or any proposed transaction.
- h. All communications concerning any proposed bankruptcy process, involuntary bankruptcy petition, auction process, asset disposition, "hold co," asset transfer, foreclosure, secured creditor process, or liquidation involving Cartwheel.
- i. All communications concerning Cartwheel's governance, board composition, investor rights, veto rights, corporate authority, financing approvals, creditor claims, secured claims, liens, foreclosure, insolvency, or bankruptcy risk.
- j. All communications concerning Cartwheel's valuation, assets, intellectual property, technology, employees, contracts, customer opportunities, business prospects, or potential transaction value.

k. All communications concerning Nevada Battle Born Growth Escalator, Inc.'s position, including communications involving Christine Guerci, Karsten Heise, Kyle Ferguson, or other Battle Born representatives, regarding Cartwheel assets, creditor strategy, liquidation, auction, recovery, acquisition, asset preservation, asset valuation, additional funding, bridge financing, global resolution, or the involuntary bankruptcy petition.

l. All documents concerning the January 18–20, 2026 email thread attached as Exhibit C, including drafts, replies, forwarded messages, internal discussions, related text messages, attachments, and communications concerning any statements that bankruptcy would likely result in an “auction of all assets,” that assets could be placed into a “hold co,” that “Gene and Nevada” had a position concerning the assets, or that Gene Wong wanted to speak.

m. All documents concerning any evaluation by Engineered Arts of Cartwheel's assets, intellectual property, technology, employees, business prospects, or acquisition value.

n. All documents and communications concerning any request, proposal, or discussion that Nevada Battle Born Growth Escalator, Inc. participate in Cartwheel's final funding round, bridge financing, global resolution, rescue financing, or other funding/resolution effort before the involuntary petition.

o. All documents and communications in the possession, custody, or control of ClickBio, Jessica Gagliano, or any person providing administrative or operational support to Gene Wong concerning Cartwheel, Engineered Arts, Nevada Battle Born Growth Escalator, Inc., Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, any proposed transaction, any creditor strategy, or the involuntary bankruptcy petition.

p. All calendar entries, meeting invitations, call notes, call logs, text messages, messaging-app communications, notes, task lists, document-sharing records, or scheduling communications maintained by ClickBio, Jessica Gagliano, or any person providing support to Gene Wong concerning Cartwheel, Engineered Arts, Nevada Battle Born Growth Escalator, Inc., Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, or the involuntary bankruptcy petition.

q. All documents and communications concerning any actual or prospective buyer, bidder, acquirer, investor, assignee, designee, stalking-horse bidder, purchaser, or other recipient of Cartwheel's assets, technology, intellectual property, equipment, source code, data, customer opportunities, or business prospects.

r. All documents and communications concerning any plan, proposal, strategy, or discussion to acquire, transfer, assign, auction, purchase, credit bid, foreclose upon, control, preserve, market, package, or dispose of Cartwheel's assets through bankruptcy, foreclosure, Article 9 process, auction, hold-co structure, creditor process, or other transaction structure.

s. All documents and communications concerning any buyer, bidder, acquirer, investor, or strategic counterparty identified, contacted, introduced, solicited, evaluated, or discussed by Gene Wong, Reno Seed Fund, RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Christine Guerci, Karsten Heise, Kyle Ferguson, Engineered Arts, Nicolas Desmarais, ClickBio, Jessica Gagliano, or any of their representatives.

t. All documents and communications concerning any agreement, understanding, side agreement, economic participation, referral, finder arrangement, success fee, equity participation, debt roll-forward, claim conversion, credit bid, assignment, release, indemnity, or other consideration connected to any sale, auction, transfer, acquisition, or disposition of Cartwheel assets.

u. All documents and communications concerning the timing of the involuntary Chapter 7 petition, including any decision to delay, defer, accelerate, prepare, fund, support, or file the petition.

v. All documents and communications concerning any reason for filing the involuntary Chapter 7 petition on or about March 19, 2026 rather than earlier, including communications concerning asset value, asset preservation, asset disposition, creditor strategy, litigation strategy, discovery strategy, buyer or bidder strategy, auction planning, hold-co structure, settlement discussions, funding alternatives, or potential estate recoveries.

w. All documents and communications concerning whether delay in filing the involuntary petition affected the value, preservation, location, accessibility, recoverability, marketability, or disposition of Cartwheel's assets, records, intellectual property, technology, equipment, accounts, credentials, or business opportunities.

x. All documents and communications concerning Movant's public employment announcement, employment transition, availability, or perceived ability to access, produce, preserve, or control Cartwheel records or assets, to the extent such matters related to the timing, preparation, filing, or strategy of the involuntary petition.

y. All documents and communications concerning the decision to file, support, fund, coordinate, or participate in the involuntary Chapter 7 petition filed against Cartwheel.

z. All documents and communications concerning Cartwheel records, documents, accounts, credentials, assets, asset locations, asset control, asset preservation, asset valuation, or asset disposition.

47. The requested production should cover the period from December 1, 2025 through the present.

## **VI. Relevance to the Estate**

48. The requested document production is directly relevant to estate administration because it may reveal whether:

a. Cartwheel lost a potential acquisition, investment, financing, or other transaction;

b. communications by creditors, investors, potential acquirers, or their representatives impaired estate value;

c. estate assets were targeted, devalued, or positioned for acquisition through a creditor, bankruptcy, auction, "hold co," investor roll-forward, credit bid, buyer designation, or other transaction structure;

d. the timing of the involuntary petition affected estate value, preservation, accessibility, marketability, or recoverability of assets or records;

e. any creditor, potential acquirer, or third party acted in a manner that gave rise to claims belonging to the estate;

f. the Chapter 7 Trustee should investigate or pursue potential claims;

g. the value of Cartwheel's intellectual property, technology, assets, and business prospects was affected by prepetition conduct;

h. the involuntary bankruptcy process was used, coordinated, or influenced in a manner relevant to administration of the estate; and

i. parties other than Movant possess material information concerning assets, records, transactions, valuation, creditor strategy, timing, and estate administration.

49. Movant does not ask the Court to decide these issues in this Motion.

50. Movant seeks only the ability to obtain documents sufficient to determine what occurred and whether further action by the Trustee or parties in interest may be warranted.

## **VII. Reservation of Rights**

51. Movant does not assert by this Motion that Gene Wong, Reno Seed Fund, Nevada Battle Born Growth Escalator, Inc., Christine Guerici, Karsten Heise, Kyle Ferguson, ClickBio, Jessica Gagliano, Engineered Arts, Nicolas Desmarais, or any other party

definitively caused Engineered Arts not to proceed with a transaction or had any pre-arranged buyer or asset-disposition strategy.

52. Rather, Movant seeks limited document production to determine what communications occurred, whether those communications affected Engineered Arts' position or any potential transaction, whether estate value was impaired, whether any prospective buyer or asset-disposition structure existed, why the involuntary petition was filed when it was, whether timing affected estate value, and whether the estate may have claims or rights that should be investigated by the Chapter 7 Trustee.
53. Nothing in this Motion or the attached exhibits should be construed as a representation that Movant has possession, custody, or control of Cartwheel's corporate email accounts, records, systems, files, financial records, assets, or other company-controlled information. The attached exhibits consist only of limited communications available to Movant through his personal Gmail account.
54. Nothing in this Motion should be construed as waiving any rights, claims, defenses, privileges, objections, or arguments of Movant, the Debtor, the estate, the Chapter 7 Trustee, or any other party in interest.

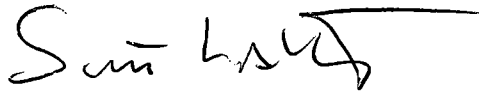
## **VIII. Conclusion**

WHEREFORE, Movant respectfully requests that the Court enter an order:

1. Authorizing document production pursuant to Federal Rule of Bankruptcy Procedure 2004 from Gene Wong, Reno Seed Fund / RSF Robotics I, the Wong Family Revocable Trust, Nevada Battle Born Growth Escalator, Inc., Christine Guerici, Karsten Heise, Kyle Ferguson, Nicolas Desmarais, Engineered Arts, ClickBio to the extent relevant, Jessica Gagliano to the extent relevant, AppDirect to the extent relevant, and/or their representatives;

2. Permitting subpoenas as necessary under Federal Rule of Bankruptcy Procedure 9016 and Federal Rule of Civil Procedure 45;
3. Directing that responsive documents be produced by a reasonable date set by subpoena, agreement of the parties, or further order of the Court;
4. Providing that no oral examinations are authorized by this Motion at this time, without prejudice to Movant seeking further relief by separate motion if oral examinations later become necessary; and
5. Granting such other and further relief as the Court deems just and proper.

Dated: May 11, 2026

A handwritten signature in black ink, appearing to read "Scott LaValley", written over a horizontal line.

Scott LaValley, Pro Se  
Secured Creditor and Party in Interest  
5586 Rivers Edge Drive  
Fallon, NV 89406  
lavalley.scott@gmail.com

# **EXHIBIT A**

**December 18, 2025–January 9, 2026 Email Thread Regarding Engineered Arts Offer Letter, Sign-On Bonus, and Potential Acquisition of Cartwheel Assets**



Scott LaValley &lt;lavalley.scott@gmail.com&gt;

**Re: Private and Confidential - Offer Letter From Engineered Arts**

1 message

John Pharr &lt;j.pharr@engineeredarts.com&gt;

Fri, Jan 9, 2026 at 11:43 AM

To: Scott LaValley &lt;lavalley.scott@gmail.com&gt;

Cc: Susan Court &lt;s.court@engineeredarts.com&gt;, Nicolas Desmarais &lt;nicolas.desmarais@appdirect.com&gt;, "joe@empowerindustries.com" &lt;joe@empowerindustries.com&gt;

Hey Scott, Thanks for this.

I will connect with Susan and get back to you shortly.

Best,  
**John Pharr**  
CFO



On Fri, 9 Jan 2026 at 14:31, Scott LaValley <lavalley.scott@gmail.com> wrote:

Hi Susan/John,

Thanks for the call today and for meeting me part way. Really appreciate the flexibility.

Regarding tolling, my preference would be to remove the tolling language in Section 7.D altogether, so the non-solicitation period has a clear, fixed endpoint. If that's not workable, I'd be comfortable with tolling only after a final, non-appealable determination of a material breach (by an arbitrator), or alternatively with tolling capped at a short, defined period (e.g., 30–60 days).

Looking forward to the updated Docusign.

Best, Scott

On Wed, Dec 31, 2025 at 9:41 AM Scott LaValley <lavalley.scott@gmail.com> wrote:

Thanks, Susan, for the call today. Attached is the document I shared with you. It begins with a high-level summary of the key concerns, followed by more detailed section-by-section commentary and suggested adjustments to the language.

Enjoy your evening, and I look forward to speaking in the new year.

Best, Scott

On Tue, Dec 30, 2025 at 12:40 AM Susan Court <s.court@engineeredarts.com> wrote:

Hi Scott,

Good to connect directly and thanks for your comments.

Let me know what times would work over the next few days for a short call, ideally during your morning.

As you say, I'm sure we can resolve these issues and a call should help do that.

Look forward to hearing from you.

Best,  
Susan

**Susan Court**  
General Counsel

**ENGINEERED  
ARTS** +44 (0)2035 826646

Engineered Arts Limited  
2nd Floor, Cornwell House,  
21 Clerkenwell Green, London  
EC1R 0DX, United Kingdom

On Tue, 30 Dec 2025 at 03:15, Scott LaValley <lavalley.scott@gmail.com> wrote:

Hi Susan,

Thank you again for sending over the offer and employment agreement. I've had a chance to review it carefully and also compare it with agreements I've worked under previously at companies like Google and Disney, which were considerably shorter and more streamlined.

After that review, and discussion with counsel, I do have some concerns—primarily around the post-employment non-compete provisions. This type of restriction isn't consistent with what I've seen in prior roles and raises real questions about my ability to continue practicing my trade in the event of a separation. That concern is amplified given the at-will nature of the role and in light of the broader legal and policy shift at the U.S. federal level away from post-employment non-competes. Based on that, I would ask that the non-compete section be removed in its entirety.

Relatedly, I'm also uncomfortable with the tolling provisions, which could potentially extend post-employment restrictions beyond their stated duration and create ongoing uncertainty. I would ask that those provisions be removed as well.

In addition, I'd like to discuss a few other areas that feel more restrictive than what I've encountered in the past, including the scope of the IP assignment language, the requirement to notify future employers, the audit and monitoring provisions as they relate to personal devices, and the termination obligations. I'm also mindful of potential conflicting obligations given my current role as a director of Cartwheel and want to ensure that is clearly addressed.

I remain excited to join Engineered Arts. I'm confident we can work through these points quickly so we're aligned and comfortable on both sides and can move forward.

Best, Scott

On Wed, Dec 24, 2025 at 3:56 AM Susan Court <s.court@engineeredarts.com> wrote:  
Scott,

I have sent the docs for signature via docusign.

Look forward to working with you.

Happy holidays!

Susan

**Susan Court**  
General Counsel

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**ENGINEERED  
ARTS** +44 (0)2035 826646

Engineered Arts Limited  
2nd Floor, Cornwell House,  
21 Clerkenwell Green, London  
EC1R 0DX, United Kingdom

On Tue, 23 Dec 2025 at 17:38, Scott LaValley <lavalley.scott@gmail.com> wrote:

Thanks, Nick, for the note. Acquisition, of course, is the preferred path. The sign-on bonus would serve as a personal fallback for me but is not indicative of the potential price to purchase the assets from the landlord. That would be a conversation between EA and the landlord. Looking forward to the signable contract.

I'll make an introduction to the landlord, who controls the company's assets through a lease default that resulted in lockout (taking possession of tangible assets on the premises) and a separate promissory note for one year of unpaid rent, secured by all assets, both tangible and intangible, and was enforced under UCC Article 9.

Enjoy your holidays!

Talks soon, Scott

On Mon, Dec 22, 2025 at 12:51 PM John Pharr <j.pharr@engineeredarts.com> wrote:

Thanks Nick, Understood and this would be tied to a separate agreement. We are aligned. Feel free to give me a call whenever convenient.

Best,  
**John Pharr**  
CFO

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**ENGINEERED  
ARTS** Engineered Arts LLC

On Mon, 22 Dec 2025 at 15:26, Nicolas Desmarais <nicolas.desmarais@appdirect.com> wrote:  
Thanks team.

On the sign on bonus Scott and I aligned we would try and tie it to the acquisition of the assets. But if that fails then we would have a 200k sign on instead. We aligned that given it could be either or scenario, hard to bake into letter. But I gave a verbal that we would proceed in this way and when /if we find out we can't acquire the assets we would go down the route of upfront bonus (there would be standard condition of staying for certain period of time) and if we acquire assets the upfront cash invest would cover their outstanding debts etc so that would serve same purpose as bonus.

Happy to discuss more details next week.

Thanks!  
Nick

--  
**Nicolas Desmarais**  
Chairman and CEO  
AppDirect

Shazia Hemraj  
Executive Assistant to Nicolas Desmarais  
nick.desmaraisea@appdirect.com  
647-998-0553



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On Tue, Dec 23, 2025 at 8:32 AM John Pharr <j.pharr@engineeredarts.com> wrote:

Scott,

Thank you for the time earlier. As discussed, here is the revised offer letter. Susan (cc'd) will follow up with a signable contract in the next day or so as long as this is agreed. We just need to work through some legal requirements to get set up in the state of Nevada - which will only take a day or two.

We are excited to work with you and feel free to give me a call if you have any questions.

Best,

**John Pharr**  
CFO



On Thu, 18 Dec 2025 at 19:57, Scott LaValley <lavalley.scott@gmail.com> wrote:

Hi Joe,

Thank you for the offer letter. It looks good, with the addition of the sign-on bonus language and the commitment to doing business locally

in the Reno area. Excited to finally get things moving!

Best, Scott

On Thu, Dec 18, 2025 at 4:52 PM Scott LaValley <scott.lavalley@cartwheelrobotics.com> wrote:

Adding my personal e-mail address. I will reply from there. -Scott

---

**From:** joe@empowerindustries.com <joe@empowerindustries.com>  
**Sent:** Thursday, December 18, 2025 12:10 PM  
**To:** Scott LaValley <scott.lavalley@cartwheelrobotics.com>  
**Cc:** 'Nicolas Desmarais' <nicolas.desmarais@appdirect.com>; 'Susan Court' <s.court@engineeredarts.com>; 'John Pharr' <j.pharr@engineeredarts.com>  
**Subject:** Private and Confidential - Offer Letter From Engineered Arts

Good day, Scott. I've attached an offer letter from Engineered Arts. Nick would appreciate having 15 minutes with you at 3 pm your time. Can you please confirm? Thanks very much.  
Joe

**Joe Mardini**

Consultant

Our Attitude Is Everything

Notre attitude est tout

**My Discipline Creates My Destiny**

<https://www.linkedin.com/in/joemardini/>

416-988-0294

If urgent please text

# **EXHIBIT B**

**January 14–15, 2026 Email Thread Regarding Proposed Global Resolution and Gene Wong Alignment**



Scott LaValley &lt;lavalley.scott@gmail.com&gt;

**Re: thoughts from today's call**

1 message

**Nicolas Desmarais** <nicolas.desmarais@appdirect.com>

Thu, Jan 15, 2026 at 10:22 PM

To: Scott LaValley &lt;lavalley.scott@gmail.com&gt;

Cc: John Pharr &lt;j.pharr@engineeredarts.com&gt;, joe@empowerindustries.com

Thanks Scott.

Let's chat tomorrow to align on these mechanics. I think Gene will be aligned. He wants a call asap as well.

I will ping you tomorrow,  
Nick

--

**Nicolas Desmarais**  
Chairman and CEO  
AppDirectShazia Hemraj  
Executive Assistant to Nicolas Desmarais  
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On Wed, Jan 14, 2026 at 6:36 PM Scott LaValley &lt;lavalley.scott@gmail.com&gt; wrote:

Hi Nick,

Given our discussions, I think this only works if it's handled as a single, global resolution with an all-or-nothing closing, rather than a series of dependent steps. From my perspective, the key point is that nothing is effective unless everything is effective — I can't support partial execution, reliance on future actions, or sequencing that places interim risk on any one party.

Purely for illustrative purposes, and mostly consistent with how you outlined things, the mechanics would look roughly as follows (with counsel handling the actual implementation):

- EA sets a call with Gene
- All parties align in principle on a global resolution

- Settlement, release, and indemnification documents are drafted and agreed
- Funding to resolve the landlord position is placed into escrow by Gene
- At a single closing moment:
  - Releases and indemnification become effective
  - Escrow releases funds to the landlord
  - The landlord assigns the assets back to Cartwheel
  - Governance and equity changes become effective

For clarity, the intent of the global closing is also to resolve all secured obligations of the company as part of the same transaction — including the landlord note and the secured notes held by Samantha and me — so that no secured claims remain outstanding post-closing.

Additionally, for clarity on governance and economics: any equity assigned by me as part of the global closing would be distributed to the existing noteholders on a pro rata basis, based on invested capital, with no discretionary allocation.

On the landlord point specifically: as you know, the landlord is a family member. That said, I don't control him, don't act as his agent, and don't speak for him. He acts independently and makes decisions based on his own economic interests. Based on my interactions to date, I believe he would be open to a resolution that makes him whole — including principal, interest, past-due rent, and reasonable storage/handling costs for the assets — but that would be his decision to make directly.

Importantly, while employment would become effective at the same closing moment, it remains arm's-length and independent from the settlement economics. Its simultaneous effectiveness is simply to avoid interim risk and ambiguity, not because it is consideration for the settlement.

The one practical constraint I need to be transparent about is timing. I can't continue in an open-ended holding pattern. From experience, I think we both know that without a firm framework, this process is likely to drag — and economically, I'm not in a position to allow that. I need to have my next role finalized by the end of next week, with a start shortly thereafter.

If a global resolution can come together on that timeline, I'm very much aligned and would like to see it through. If it can't, I'll need to move forward with other opportunities — not as a reflection of preference, but simply as a matter of necessity — and I will proceed with dissolving Cartwheel promptly thereafter given the company's insolvency.

If EA is comfortable engaging Gene on that basis — i.e., a comprehensive resolution designed to eliminate litigation risk and allow everyone to move forward cleanly — I'm aligned with that approach and comfortable proceeding.

Best, Scott

# **EXHIBIT C**

**January 18–20, 2026 Email Thread Regarding Funded Resolution, Bankruptcy, Auction of Assets, “Gene and Nevada,” and Proposed Hold-Co Structure**



Scott LaValley &lt;lavalley.scott@gmail.com&gt;

**Re: follow-up to Friday's call**

1 message

**Nicolas Desmarais** <nicolas.desmarais@appdirect.com>

Tue, Jan 20, 2026 at 10:42 AM

To: Scott LaValley &lt;lavalley.scott@gmail.com&gt;

Cc: John Pharr &lt;j.pharr@engineeredarts.com&gt;, joe@empowerindustries.com

Thanks Scott,

Sounds like this will go to bankruptcy proceeding. Likely outcome is an auction of all assets administered by third party to max return to entire debt stack, not sure where else the 650 k plus 3m would come from. Not a bad outcome necessarily but the real casualty will be your time and loosing out on greatest humanoid development opportunity window in history for little to no gain.

For what's its worth is that it's very clear to me that our acquisition LOI was a much better outcome, then where we are now, and that this next outcome will be worse that what we proposed Friday. Can't say we didn't try to help, But I believe people have to learn and find their own path. All happens for a reason.

For what it's worth our council reviewed and felt that Gene and Nevada has a very strong position and case to claim assets to ensure fair auction process.

I did get sense that Gene and co were open to a release. My advice is to sign it to avoid wasting a year plus of your life and stress. Once signed and assets are in hold co they get auctioned for making all parties paid back starting with senior debt. But of course that is from the outside view.

Gene wants to speak. I'm happy to hear him out.

But given your position not sure I can be helpful mediator, may need legal process between you and Gene and the state. I'm happy to speak any time and if you want outside perspective.

Speak soon,  
Nick

--  
**Nicolas Desmarais**  
Chairman and CEO  
AppDirect

Shazia Hemraj  
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On Sun, Jan 18, 2026 at 8:05 PM Scott LaValley <lavalley.scott@gmail.com> wrote:

Hi Nick,

Based on further discussion and reflection, it's clear that the landlord would not release or assign the assets unless his secured position is satisfied in full at closing. That is an independent position on his part and not something I can influence. As a result, any structure that assumes the assets moving out of the landlord's control in advance of funded escrow or in reliance on future consideration isn't workable.

With that in mind, and consistent with my earlier notes, any global resolution would need escrowed and funded amounts at closing sufficient to resolve all secured obligations, eliminate possession-based and guarantee-related exposure, and take the company out of insolvency. As an order-of-magnitude estimate (to be refined), this would include payoff of the secured equipment leases—approximately \$200K—to obtain written releases of the associated personal guarantees; approximately \$25K to relocate the heavy equipment, which will require professional riggers and specialized transport; and accrued storage/rent associated with the assets, which I expect will total approximately \$12K by the time removal is completed.

In addition, to take Cartwheel out of insolvency and allow it to operate as a viable company, sufficient capital would also need to be funded to address approximately \$125K in past-due accounts payable, as well as provide at least six months of operating runway, which I estimate at approximately \$150K, to cover ongoing costs and give the company a realistic opportunity to stabilize operations and pursue a financing or restart, rather than remaining in a distressed or insolvent state.

Taken together, that puts the total required funding around \$650K, subject to confirmation and final numbers. The figures above are estimates and will need to be confirmed, but the requirement is that these obligations be fully funded and executable at closing, rather than dependent on post-closing actions or future discretion.

I also want to be explicit about the framework I'm operating under as a fiduciary. I will not assign my equity as part of any release, settlement, or effort to avoid threatened or potential litigation. From both a fiduciary and governance standpoint, equity cannot be exchanged to neutralize personal risk, nor should corporate control be restructured under pressure or duress. I've acted appropriately and in good faith throughout, and I'm not prepared to make ownership or control decisions based on fear of litigation rather than the merits of a viable, funded path forward for the company.

If Cartwheel is funded to the point that it is solvent and has a credible path to a restart, I'm willing to step down from governance to allow that effort to proceed, but equity should remain with the existing shareholders. Conversely, if Cartwheel does not have a funded and executable path to solvency and viability, there is no fiduciary basis to transfer control, and dissolution is the appropriate course.

Separately, while I don't speak for the landlord, my understanding is that any agreement would also likely require all tangible assets to be removed from the premises within a defined period (e.g., 30 days). Based on prior discussions, it's highly likely that failure to remove all items within that window would be treated as a material breach, allowing the landlord to reclaim and dispose of any remaining tangible assets.

One additional timing point to flag: absent a funded resolution, it is highly likely that tangible assets will begin to be sold starting Monday, January 26, if not sooner. That timing is driven by the landlord's position and the continued accrual of damages, and it's not something I control.

In parallel, if no funded path forward is established by that date, Cartwheel will also commence dissolution proceedings on January 26. As the sole director, if there is no funded and executable path forward for an insolvent company, I have a fiduciary obligation to proceed with dissolution rather than allow costs and liabilities to continue accruing.

I remain aligned with trying to reach a clean, global resolution if it can be structured in a way that is both legally and economically sound.

Best, Scott