

Scott LaValley, Pro Se
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Fallon, NV 89406
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Creditor and Party in Interest

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

Case No. BK-S-26-50278-HLB
Chapter 7

CARTWHEEL ROBOTICS, INC.,

Debtor.

**NOTICE OF SUBPOENA PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9016, FEDERAL RULE OF
CIVIL PROCEDURE 45, AND LOCAL
RULE 9016(b) ON EUGENE WONG**

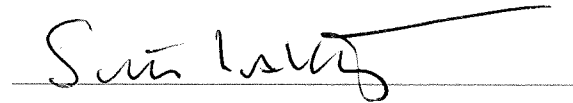
Date of Hearing: N/A
Time of Hearing: N/A

Judge: Honorable Hilary L. Barnes

PLEASE TAKE NOTICE that a Subpoena issued pursuant to Federal Rule of Bankruptcy Procedure 9016, Federal Rule of Civil Procedure 45, and Local Rule 9016(b) will be served on Eugene Wong demanding the production of certain documents (the "Subpoena"). The documents must be produced on or before October 2, 2026, at 5:00 p.m.

Attached hereto and marked as Exhibit "1" is a true and correct copy of the Subpoena.

Dated this 17th day of September, 2026.



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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of September, 2026, I caused to be served a true and correct copy of **NOTICE OF SUBPOENA PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9016, FEDERAL RULE OF CIVIL PROCEDURE 45, AND LOCAL RULE 9016(b) ON EUGENE WONG** in the following manner:

☒ **(ECF System)** By electronically filing a copy of the above-referenced document with the Clerk of the Court for the United States Bankruptcy Court for the District of Nevada via the ECF System. The ECF Confirmation Sheet provides that the following parties were served with the above-referenced document:

SALLIE B ARMSTRONG on behalf of Petitioning Creditor NEVADA BATTLE BORN GROWTH ESCALATOR, INC.

sarmstrong@mcdonaldcarano.com, mhale@mcdonaldcarano.com

SALLIE B ARMSTRONG on behalf of Petitioning Creditor RSF ROBOTICS I, A SERIES OF RSF MASTER LLC

sarmstrong@mcdonaldcarano.com, mhale@mcdonaldcarano.com

SALLIE B ARMSTRONG on behalf of Petitioning Creditor WONG FAMILY REVOCABLE TRUST

sarmstrong@mcdonaldcarano.com, mhale@mcdonaldcarano.com

JACOB L. HOUMAND on behalf of Trustee BRADLEY G. SIMS

jhoumand@houmandlaw.com, bsims@houmandlaw.com; 2082209420@filings.docketbird.com

BRADLEY G. SIMS

trustee@trusteesims.com, bgs@trustesolutions.net

BRADLEY G. SIMS on behalf of Trustee BRADLEY G. SIMS

trustee@trusteesims.com, bgs@trustesolutions.net

U.S. TRUSTEE - RN - 7

USTPRegion17.RE.ECF@usdoj.gov

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated this 17th day of September, 2026.



Scott LaValley, Pro Se

5586 Rivers Edge Dr.

Fallon, NV 89406

Telephone: 508-525-5726

Email: lavalley.scott@gmail.com

Creditor and Party in Interest

EXHIBIT “1”

Clerk-signed B2570 Subpoena to Produce Documents, Information, or Objects, together with Exhibit A.

UNITED STATES BANKRUPTCY COURT

District of NevadaIn re Cartwheel Robotics, Inc.

Debtor

Case No. BK-S-26-50278-HLB

(Complete if issued in an adversary proceeding)

Chapter 7

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Eugene Wong

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The documents, electronically stored information, and other materials described in Exhibit A attached hereto.

PLACE 5586 Rivers Edge Dr., Fallon, NV 89406Electronic production permitted: lavalley.scott@gmail.com

DATE AND TIME

October 2, 2026 at 5:00 p.m.

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date:

9/17/26

CLERK OF COURT

Maya Sherman
Signature of Clerk or Deputy Clerk

OR

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Scott LaValley, Pro Se, who issues or requests this subpoena, are:5586 Rivers Edge Dr., Fallon, NV 89406 / 508.525.5726 / lavalley.scott@gmail.com**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt. The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT “A”

DEFINITIONS AND INSTRUCTIONS

- A. “Document” or “Documents” is intended to be as broad as the term is used in Federal Rule of Civil Procedure 34 and includes originals, non-identical copies, drafts, emails, text messages, instant messages, attachments, letters, memoranda, notes, minutes, contracts, agreements, term sheets, board materials, financial records, spreadsheets, presentations, recordings, calendar entries, cloud-stored materials, and other written, recorded, digital, or graphic matter.
- B. “Communication” means any transmission of information by any means, including email, text message, instant message, telephone call, voicemail, letter, memorandum, meeting, video conference, direct message, or other written, oral, or electronic exchange.
- C. “Relating to” and “concerning” mean referring to, reflecting, describing, discussing, mentioning, evidencing, constituting, supporting, contradicting, or otherwise bearing upon the subject identified.
- D. “Cartwheel” or “Debtor” means Cartwheel Robotics, Inc., the debtor in Case No. BK-S-26-50278-HLB.
- E. “You” or “Your” means Eugene Wong individually, including responsive Documents held or maintained by You in any capacity in which You acted for a Gene/RSF Entity.
- F. “RSF Entities” means RSF Robotics I, a Series of RSF Master LLC; RSF Master LLC and any relevant series thereof; Fund I, a Series of Reno Seed Advisors, LP; and any other investment vehicle controlled, managed, or administered by Eugene Wong that held or asserted any investment, note, governance right, claim, or creditor position concerning Cartwheel.
- G. “Gene/RSF Entity” means any RSF Entity, the Wong Family Revocable Trust, or any other Wong-controlled investment vehicle concerning Cartwheel. This definition does not assert that legally distinct entities are alter egos.
- H. “BBG” means Nevada Battle Born Growth Escalator, Inc. and persons acting on its behalf.
- I. “Engineered Arts” means Engineered Arts Ltd., Nicolas “Nick” Desmarais, and persons acting on their behalf.
- J. “Macy” means Craig Macy and any law firm or legal practice through which he acted in connection with Cartwheel.
- K. “Wonderstone/Murata” means the strategic financing opportunity involving Wonderstone and Murata that was under discussion in late 2025.
- L. “Foreclosure” means the December 2025 foreclosure involving Cartwheel assets, including the December 5, 2025 foreclosure-related transaction or transfer reflected in Cartwheel’s records.
- M. Unless otherwise stated, the relevant time period is January 1, 2024 through the date of production. Documents evidencing the formation, creation, adoption, execution, or origination of any entity, agreement, governance instrument, consent right, noteholder right, or other authority responsive to these requests are not excluded solely because they predate January 1, 2024.
- N. Produce all responsive Documents within Your possession, custody, or control. Possession, custody, or control includes constructive possession where You have a right to compel production of the matter from an agency, authority, representative, or other person or entity.
- O. Produce Documents as they are kept in the usual course of business or organize and label them to correspond to the numbered requests below. Electronically stored information should be produced in the form in which it is ordinarily maintained or in a reasonably usable form.
- P. If a responsive Document is withheld on a claim of attorney-client privilege, work-product protection, common-interest protection, or other privilege or protection, expressly identify the claim and provide a privilege log stating the date, author or sender, recipients, general subject matter, and asserted privilege or protection sufficiently to permit assessment of the claim without revealing protected substance.
- Q. If any responsive Document has been lost, destroyed, deleted, or is otherwise unavailable, identify the Document, its approximate date, author or custodian, subject matter, date and circumstances of loss or destruction, and the person responsible, if known.

ITEMS TO BE PRODUCED

1. Produce Documents sufficient to identify the formation, ownership, management, decision-making authority, and persons authorized to act for each Gene/RSF Entity that held or asserted any investment, note, governance right, claim, or creditor position concerning Cartwheel.
2. Produce all Documents and Communications concerning the preparation, adoption, amendment, interpretation, or application of Cartwheel's certificate of incorporation or amended and restated certificate of incorporation ("ACOI"), including protective provisions, board composition or authority, investor or noteholder consent rights, veto rights, deemed-liquidation rights, financing-approval rights, communications with Macy concerning those provisions, and Your understanding of the rights or authority those documents gave You or any Gene/RSF Entity.
3. Produce all Documents sufficient to identify each person or entity for whom You believed You were authorized to act, speak, vote, consent, designate, elect, demand, accelerate, or otherwise act concerning Cartwheel, and to establish the source and scope of that authority, including any proxy, designation, election, vote, written consent, authorization, ratification, or record relied upon to claim authority on behalf of Cartwheel's 2024A noteholders or alleged "Majority Holders."
4. Produce all Documents and Communications concerning the Wong Family Revocable Trust's separate investment in Cartwheel, including when and why the Trust investment was first proposed, committed, funded, or documented; why the investment was made through the Trust rather than an RSF Entity; rights expected from the separate position; communications with RSF investors, limited partners, managers, or affiliates concerning the investment; any disclosure, approval, objection, or conflict consideration; other Cartwheel investment capital available at the time; any request to reduce, defer, or decline another investment so that the Trust investment could be accepted; and any later exercise or assertion of Trust rights as a noteholder, creditor, alleged Majority Holder, accelerating creditor, or petitioning creditor.
5. Produce all Documents and Communications concerning the April 2025 bridge financing term sheet, including any apparent Scott LaValley or CEO signature, and its origin, metadata, audit trail, envelope history, document history, signature ID, signature certificate, platform logs, transmission records, and execution history; Documents sufficient to determine whether the signature ID associated with the apparent signature on the April 2025 bridge financing term sheet matches the signature ID associated with Scott LaValley's signature from the earlier Cartwheel convertible note round; the identity of each person who prepared, drafted, edited, revised, approved, transmitted, stored, or relied upon any version, and each person with access to the underlying signature, document platform, template, envelope, or execution workflow; whether the term sheet, any executed or purportedly executed version, or any related approval record or financing communication was transmitted, displayed, forwarded, relied upon, or made available to BBG, any BBG representative, any person or entity associated with the State Small Business Credit Initiative ("SSBCI"), any investor or prospective investor, or any other third party; and whether the term sheet included governance, protective-provision, investor-control, deemed-liquidation, board-approval, or noteholder-consent language that differed materially from, expanded upon, or was more restrictive than the earlier Cartwheel convertible note round, together with any representation by You or a Gene/RSF Entity that the bridge terms were identical to or consistent with that earlier round.
6. Produce all Documents and Communications concerning Your statement that You would "tank the deal," including the transaction or financing referenced by that statement, the governance or protective provisions associated with it, communications before and after the statement, and each person with whom You discussed the statement, transaction, financing, or related governance rights.
7. Produce all Documents and Communications on or after September 30, 2025 concerning whether any RSF limited partner, investor, noteholder, affiliate, existing Cartwheel investor, or prospective investor should provide, increase, continue, defer, reduce, decline, or withhold additional financing or investment in Cartwheel, including any request, recommendation, instruction, discouragement, delay, condition, or other communication by You concerning further investment; any forwarding, discussion, characterization, response to, or communication concerning the September 30, 2025 Cartwheel investor update or the financial, financing, or investment information contained therein; any discussion of whether Cartwheel should or should not receive additional funding; any communication encouraging or

discouraging any person or entity from investing; and any discussion of withholding, redirecting, reserving, reducing, delaying, or declining capital otherwise available or potentially available to Cartwheel.

8. Produce all Documents and Communications concerning Engineered Arts relating to Cartwheel, whether with Engineered Arts or with any third party, including any proposed financing, acquisition, LOI, strategic transaction, asset transaction, continued-operation arrangement, management or employment structure associated with such transaction, support, opposition, conditions, efforts to prevent, delay, modify, or terminate a transaction, threatened litigation, asserted governance, veto, or consent authority, discussions concerning Cartwheel's or Scott LaValley's authority to negotiate, economic or governance consequences, communications with directors, investors, noteholders, BBG, Macy, or other stakeholders, reasons any proposed transaction did not proceed, and any post-Foreclosure effort involving acquisition or recovery of Cartwheel assets.
9. Produce all Documents and Communications concerning the Wonderstone/Murata strategic financing opportunity, including Your request or effort to communicate with Murata, actual communications with Murata or persons acting on Murata's behalf, committed-capital conditions or other requirements for closing, Your position concerning the transaction, and Your discussions with Scott LaValley, Modar Alaoui, or others concerning the opportunity.
10. Produce all Documents and Communications concerning the November 6, 2025 RSF demand letter, including its preparation, factual basis, authorization, asserted governance or board rights, each person or entity on whose behalf it purported to speak, and communications among investors, noteholders, directors, or others concerning the demand, its authorization, or its consequences.
11. Produce all Documents and Communications concerning the February 4, 2026 acceleration notice, including the asserted Event of Default; the identity of each holder asserted to constitute the "Majority Holders"; the date and substance of each alleged authorization, consent, instruction, approval, vote, or ratification supporting acceleration; BBG's authorization, consent, approval, or ratification; authority relied upon by You, RSF Robotics I, or the Wong Family Revocable Trust; and later communications concerning the validity, effect, enforcement, or consequences of the acceleration.
12. Produce all non-privileged Documents and Communications concerning the earliest consideration or discussion of bankruptcy or involuntary bankruptcy for Cartwheel; who first proposed it; planning or authorization of the March 19, 2026 involuntary petition; selection of the three petitioning creditors and reasons those petitioners were selected; anticipated estate assets, claims, recoveries, or insurance proceeds; objectives and expected consequences of filing; and expected or actual post-filing strategy, including communications among You, RSF Robotics I, the Wong Family Revocable Trust, BBG, or any other petitioning creditor. For any responsive material withheld on privilege or work-product grounds, provide the information required by Instruction P.
13. Produce all Documents and Communications between You or any Gene/RSF Entity and Macy concerning Cartwheel, including the attorney-client or other relationship through which Macy acted; financing or governance documents; the ACOI; board rights; protective provisions; investor, noteholder, veto, or consent rights; the 2024A financing; the bridge financing; warrants, including Craig Macy's July 18, 2025 warrant-cancellation request and any discussion of the purpose, authorization, effect, or beneficiaries of any proposed cancellation; Engineered Arts or related governance disputes; and any board, noteholder, or Majority Holder authority asserted by You or a Gene/RSF Entity.
14. Produce all Documents and Communications between You or any Gene/RSF Entity and BBG concerning Cartwheel financing, governance or control rights, the bridge financing, Engineered Arts, Wonderstone/Murata, the November 6, 2025 demand letter, default, acceleration, creditor enforcement, Foreclosure, post-Foreclosure asset recovery, prospective disposition of Cartwheel assets, expected bankruptcy recoveries, potential purchasers or successor transactions, the involuntary bankruptcy petition, or post-filing strategy concerning Cartwheel.
15. Produce all Documents and Communications between You and any actual or proposed Cartwheel director concerning board composition or control; appointment, removal, replacement, or expected role of directors; Scott LaValley or Samantha Conway; Engineered Arts; bridge financing; Wonderstone/Murata; Cartwheel's financial distress; acceleration; Foreclosure; bankruptcy; asset

disposition; proposed changes in management or ownership; or the future role, authority, continued employment, equity treatment, alleged liability, removal, replacement, resignation, or exclusion of Scott LaValley or Samantha Conway in connection with any acquisition, restructuring, Foreclosure, bankruptcy, or successor business.

16. Produce all Documents and Communications concerning the Foreclosure and any proposed effort to challenge, reverse, avoid, unwind, purchase from, or otherwise recover Cartwheel assets following the Foreclosure, including communications with any landlord or secured creditor, any proposed purchase or transfer of foreclosed assets, the post-Foreclosure Engineered Arts asset-recovery effort, why any recovery transaction did not proceed, and the contemplated destination, ownership, transfer, or disposition of any recovered assets.
17. Produce all Documents and Communications concerning any anticipated, proposed, or actual recovery, acquisition, sale, auction, transfer, license, credit bid, § 363 transaction, holdco, NewCo, successor entity, strategic transaction, or other monetization or disposition of Cartwheel technology, intellectual property, assets, claims, or recoveries in connection with or following the Foreclosure or bankruptcy; any prospective purchaser, acquirer, investor, licensee, strategic partner, successor company, or other recipient considered for such assets; and any expected estate recovery from avoidance or foreclosure-related claims, fraudulent-transfer or preference theories, D&O insurance, professional-liability claims, claims against Scott LaValley or Samantha Conway, claims against any landlord or secured creditor, or other corporate causes of action, including any estimated or expected value of such recovery if discussed.
18. Produce all Documents and Communications concerning any actual or proposed life insurance, key-person insurance, key-man insurance, or similar insurance on the life of Scott LaValley in connection with Cartwheel, including the business or financing purpose of such insurance; the identity of every proposed owner, beneficiary, loss payee, or person or entity entitled to receive or control policy proceeds; who first proposed or requested the insurance; the requested policy amount or coverage level; communications with insurers, brokers, agents, directors, investors, noteholders, creditors, Gene/RSF Entities, or other persons concerning the insurance or its beneficiary structure; the reason any investor, noteholder, creditor, Gene/RSF Entity, or other non-Cartwheel party was proposed to receive, control, or benefit from policy proceeds instead of Cartwheel; any proposed allocation, distribution, or application of policy proceeds; any discussion of using proceeds for investor repayment, creditor recovery, financing protection, governance rights, or other obligations; and any request by You or any Gene/RSF Entity for access to Scott LaValley's medical records, medical history, examinations, laboratory results, or underwriting information in connection with obtaining such insurance.
19. Produce all Documents and Communications concerning Cartwheel Robotics, Inc. that are within Your possession, custody, or control, including but not limited to Documents and Communications concerning Cartwheel's formation, operations, management, personnel, financing, investors, noteholders, directors, governance, transactions, strategic alternatives, assets, intellectual property, liabilities, creditors, insurance, financial condition, Foreclosure, bankruptcy, claims, recoveries, prospective purchasers or successor entities, or disposition of assets.