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6 I, a series of RSF Master LLC; Wong Family
Revocable Trust; and Nevada Battle Born
7 Growth Escalator, Inc.*

8 **UNITED STATES BANKRUPTCY COURT**

9 **DISTRICT OF NEVADA**

10 In re

11 CARTWHEEL ROBOTICS INC.,

12 *Debtor.*
13
14
15
16

Case No.: 26-50278-hlb

Chapter 7

**OMNIBUS OPPOSITION OF
PETITIONING CREDITORS TO
MOTIONS FOR RULE 2004
EXAMINATION AND RELATED
FILINGS [ECF NOS. 63, 88, 90, 97, AND 99]**

**Hearing Date: October 6, 2026
Hearing Time: 1:30 p.m.**

17 RSF Robotics I, a series of RSF Master LLC; the Wong Family Revocable Trust; and
18 Nevada Battle Born Growth Escalator, Inc. (collectively, the “Petitioning Creditors”), by and
19 through their counsel McDonald Carano LLP, submit this omnibus opposition (“Opposition”) to the
20 motions for Rule 2004 examination and related filings of Scott LaValley (“LaValley”) and
21 Samantha Conway (“Conway” and, together with LaValley, “Movants”) at ECF Nos. 63, 88, 90,
22 97, and 99 (collectively, the “Motions”). This Opposition is supported by the following
23 Memorandum of Points and Authorities, the documents on file in the above-captioned case for
24 which judicial notice is respectfully requested under FED. R. EVID. 201, and any argument the Court
25 may entertain at any hearing on the Motions.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Preliminary Statement.

1. The Motions ask this Court to authorize two former officers of Cartwheel Robotics, Inc. (the “Debtor”)—(i) LaValley, the Chief Executive Officer and purported sole director who approved insider secured notes to himself, his sister, and his father’s landlord-entity (“Landlord”), and (ii) Conway, LaValley’s sister and the Chief Operating Officer who simultaneously served as an officer of the Landlord—to conduct sweeping, estate-wide discovery into the Debtor’s investors, its former counsel, its prospective acquirers, and its creditors. Across five clearly AI-generated and frivolous filings totaling approximately 300 pages, Movants seek documents from more than twenty custodians spanning a four-year period on virtually every subject touching the Debtor’s corporate life. Moreover, Movant LaValley did not wait for this Court to determine the propriety of the Motions. Instead (and again with the assistance of AI), LaValley issued an improper subpoena duces tecum comprising three single-spaced pages of 19 categories of documents demanding that Gene Wong produce documents. A copy of the Subpoena is attached hereto as Exhibit A.

2. The Motions should be denied for four independent reasons as follows:

a) Movants Lack Standing. By their own repeated description, the discovery is sought to determine “whether the estate has recoverable claims arising from prepetition conduct” [ECF No. 88, ¶ 103] and “whether resulting claims exist for the benefit of the estate” [ECF No. 90 at 37 of 45]. The investigation and pursuit of any such estate claims, however, are within the sole province of Bradley G. Sims, the chapter 7 trustee (“Trustee”). *See Estate of Spirtos v. One San Bernardino Cnty. Superior Ct. Case No. SPR 02211*, 443 F.3d 1172, 1176 (9th Cir. 2006) (“[T]he bankruptcy code endows the bankruptcy trustee with the exclusive right to sue on behalf of the estate.”); *Rigby v. Mastro (In re Mastro)*, 585 B.R. 587, 597 (B.A.P. 9th Cir. 2018) (in the context of Rule 2004, stating that “where ... it enables the financial affairs investigation required by the Code, it is firmly tethered to the Trustee’s § 704 statutory duties.”).

b) The Requested Discovery Exceeds The Scope of Rule 2004. Even if Movants had standing to conduct the discovery they request, their requested discovery exceeds the scope of Rule 2004. Rule 2004 is broad, but the Ninth Circuit Bankruptcy Appellate Panel (“BAP”)

1 has confirmed that it “is not without limits,” that it “should not be used ‘to abuse or harass,’” and
 2 that it may not “‘stray into matters which are not relevant to the basic inquiry.’” *In re Mastro*, 585
 3 B.R. at 597 (quotations and citation omitted). The BAP has likewise cautioned that “Rule 2004 may
 4 not be used as a device to launch into a wholesale investigation of a non-debtor’s private business
 5 affairs.” *Id.* at 597 n.12 (quotations and citation omitted). Just given the breadth of the discovery
 6 requested (not to mention the extraordinary expense the recipients will incur responding), it is
 7 indisputable that the requested discovery is designed to abuse and harass.

8 **c) Discovery Is Unnecessary.** Petitioning Creditors have cooperated with the
 9 Trustee from the outset and will continue to do so. They commenced this case, appeared at every
 10 hearing, supported the Trustee’s turnover and responsible-person motions, appeared and
 11 participated at both meetings of creditors, and filed proofs of claim. If the Trustee requires
 12 documents and information, he may contact the Petitioning Creditors as he has previously done, and
 13 Petitioning Creditors will cooperate to the best of their ability without the need for a court-ordered
 14 examination.

15 **d) The Motions Deflect From The Appropriate Inquiry.** Petitioning
 16 Creditors do not believe that the estate’s principal potential recovery is a speculative claim against
 17 investors for events occurring in 2024 and 2025, although, if it is, the Trustee is the only one with
 18 standing to pursue that recovery. Rather, the principal potential recovery is the transfer of
 19 substantially all of the Debtor’s tangible and intangible assets—including its intellectual property
 20 and its flagship “Yogi” robot—to the Landlord (an entity owned by LaValley’s father and controlled
 21 by his father and sister, Movant Conway), on the strength of a purported security interest granted
 22 by LaValley to collateralize back rent, approved by LaValley acting as the Debtor’s purported sole
 23 director, with no minutes, no resolution, and no disinterested review. The UCC-1 in support of that
 24 interest was not filed until October 21, 2025—the very day Engineered Arts delivered a non-binding
 25 acquisition proposal, and the very day LaValley, Conway, and the Landlord all filed financing
 26 statements within minutes of one another. LaValley’s Section 341 testimony confirms he told
 27 Samantha to file a UCC-1 to encumber the assets before he attempted to negotiate with Engineered
 28 Arts, but LaValley feigned uncertainty about whether he told his elderly father to prepare one as

1 well for the Landlord. Simply put, LaValley and Samantha appear to have conspired and
 2 orchestrated a family takeover of Cartwheel’s assets in violation of their fiduciary duties and in
 3 derogation of investor rights, and now, via the Motions, seek to redirect the Court’s and the
 4 Trustee’s attention away from this transparently bad faith chronology that no amount of AI-
 5 generated pleadings can hide.

6 Compounding the problem, Movants have told this Court under oath and in sworn
 7 declarations that they lack access to the Debtor’s books and records and therefore cannot answer the
 8 Trustee’s questions—while simultaneously filing dozens of pages of curated corporate emails, text-
 9 message threads, financing documents, and related documents. If Movants possess these records,
 10 their obligation is to produce them to the Trustee, not to release them selectively into the docket in
 11 support of their own narrative.

12 Petitioning Creditors respectfully request that the Court deny the Motions in their entirety,
 13 without prejudice to the Trustee’s independent authority to pursue any discovery he deems
 14 appropriate in the exercise of his statutory duties.

15 **II. Relevant Background.**

16 **A. The Involuntary Case and the Trustee’s Investigation.**

17 9. On March 19, 2026, Petitioning Creditors filed an involuntary Chapter 7 petition
 18 against Debtor. [ECF No. 1].

19 10. On April 14, 2026, the Court entered an Order for Relief. [ECF No. 7].

20 11. On April 16, 2026, Bradley G. Sims was appointed Chapter 7 Trustee. [ECF No.
 21 27].

22 12. The Trustee moved for turnover of estate property and records. [ECF Nos. 13, 18].
 23 At the April 24, 2026 hearing, the Court granted the motions, observing that “while the Court
 24 understands, LaValley, that you may not have possession, custody, or control of the property or the
 25 financial documents and records that the trustee is seeking, you have a duty to cooperate with the
 26 trustee and to provide all of the information you have regarding those things to him so he can do his
 27 job.” [Apr. 24, 2026 Hr’g Tr., a copy of which is attached hereto as Exhibit B, at 11:14–19].

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13. The Trustee has independently pursued third-party records, issuing subpoenas to Bank of America, N.A. [ECF No. 60] and to the custodian of records for Albright & Associates, Ltd. [ECF No. 93], seeking bank statements, tax returns, QuickBooks files, general ledgers, and related accounting records.

14. The Trustee conducted examinations at meetings of creditors on May 21, 2026 and June 12, 2026. The meeting has been continued, most recently to September 28, 2026.

15. Following the June 9, 2026 hearing, the Court designated both LaValley and Ms. Conway as responsible persons under FED. R. BANKR. P. 9001(b)(5), finding that Ms. Conway “handled day-to-day operations,” and “handled payroll and maintained financial records and had QuickBook credentials and bank account access and insurance information.” [June 9, 2026 Hr’g Tr. 16:11–16, a copy of which is attached as Exhibit C; ECF No. 80].

16. On August 13, 2026, Debtor filed its schedules of assets and liabilities and its statement of financial affairs. [ECF No. 96].

B. The Insider Lien and the Transfer of the Debtor’s Assets.

17. The Debtor operated from 6127 Reno Hwy, Fallon, Nevada—a building owned by a Landlord-entity¹ controlled by LaValley’s father, Bill S. LaValley. [ECF No. 1; Apr. 24, 2026 Hr’g Tr. 9:7–11].

18. LaValley testified that the Debtor fell approximately one year behind on rent, that the arrearage was “put under a note,” and that the Landlord took a security interest in all of the Debtor’s assets. [May 21, 2026 § 341 Tr. attached as Exhibit D,² at pdf page 48]. LaValley further testified that he approved the note and security agreement himself, as the Debtor’s sole director,

¹ As the Court may recall, LaValley feigned ignorance of the name of the Landlord (either Autonomous Ops Inc. or 6127 Reno Highway, LLC) owned and controlled by his father to whom LaValley granted a UCC-1 security interest and voluntarily turned over all of Debtor’s books, records, and assets.

² The Exhibit D transcript is an AI-generated transcript obtained at <https://cartwheel.info/>, a website that, on information and belief, was created by LaValley.

1 with no meeting, no minutes, and no resolution: “There were no formal meetings when it was just
 2 me as the board.” *Id.* at pdf page 50.

3 19. No financing statement was filed at the time. Instead, it was filed on October 21,
 4 2025—the same day Engineered Arts delivered a non-binding acquisition proposal to the Debtor.
 5 Within minutes of one another, 6127 Reno Highway (the purported Landlord-entity owned and
 6 controlled by LaValley’s father), LaValley, and Conway each filed UCC-1 financing statements
 7 against all of the Debtor’s assets. [June 9, 2026 Hr’g Tr. at 7:2–13]. LaValley signed the non-
 8 binding acquisition proposal the following day, *after* his and his family’s UCC-1 financing
 9 statements were on file encumbering the very assets Engineered Arts was seeking to acquire. [*Id.*
 10 7:14–15]; *see also* UCC-1s, attached hereto as Exhibit E.

11 20. Asked at the June 12, 2026 meeting of creditors why he filed on that date, LaValley
 12 testified: “I believe at the time we had that proposal from EA, and I was very concerned about the
 13 language in it and concerned about my notes and did some research and realized that it wasn’t fully
 14 perfected.” [June 12, 2026 § 341 Tr., attached hereto as Exhibit F,³ at pdf page 20 of 26]. Asked
 15 why Conway filed the same day, he answered: “Believe we sat right next to each other and both
 16 understood the same thing.” *Id.* at pdf page 21 of 26. Asked about his father’s filing, he testified
 17 that he did not know whether his father had filed at all, and that the simultaneity “maybe” was
 18 coincidental. *Id.*

19 21. In December 2025, LaValley vacated the premises, handed the keys to his father, and
 20 left “everything”—including the Debtor’s intellectual property and the Yogi robot—on site. [June
 21 12, 2026 § 341 Tr. at pdf page 18 of 26; May 21, 2026 § 341 Tr. at pdf pages 15, 20, 31 of 62]. He
 22 testified that “[i]t was all abandoned and assets transferred at the same time around the December
 23 timeframe.” [May 21, 2026 § 341 Tr. at pdf page 38 of 62]. Counsel for the Trustee and Petitioning
 24 Creditors have described the process as a voluntary strict foreclosure in alleged satisfaction of the
 25 Landlord’s purported lien. [June 9, 2026 Hr’g Tr. at 11:13–16].

26
 27 ³ The Exhibit F transcript is an AI-generated transcript obtained at <https://cartwheel.info/>, a website
 28 that, on information and belief, was created by LaValley.

22. LaValley commissioned an appraisal concluding that the Debtor's intellectual property and robot were of insufficient value to satisfy the Landlord's secured claim—and, by his own account, valueless without the engineering team. [June 12, 2026 § 341 Tr. at pdf page 19 of 26]. Both the appraisal valuing the intellectual property and LaValley's contentions are belied by the terms offered by Engineered Arts, which exceeded the appraised value. *See, e.g.* exhibits to ECF No. 63.

23. Indeed, within weeks of the alleged transfer to his Landlord-father, LaValley was in direct communication with Engineered Arts. In a December 23, 2025, an email filed by LaValley himself, he wrote that he would “make an introduction to the landlord, who controls the company's assets through a lease default that resulted in lockout . . . and a separate promissory note for one year of unpaid rent, secured by all assets, both tangible and intangible,” while separately negotiating a personal “sign-on bonus” as “a personal fallback.” [ECF No. 63, Ex. A].

24. In January 2026, LaValley proposed a “global resolution” in which escrowed funds would be released to the Landlord, the Landlord would assign the assets back to Debtor, and—in LaValley's words—“all secured obligations of the company” would be resolved “including the landlord note and the secured notes held by Samantha and me.” [ECF No. 63, Ex. C].

25. LaValley and Conway have claims totaling \$539,770—amounts which greatly exceed the appraised value LaValley commissioned and which he apparently deemed to constitute only a portion of the value of Debtor's assets. [ECF No. 94 at pdf page 2 of 14]. In other words, LaValley's commissioned appraisal, valued off his comments to the appraiser, is unreliable.

26. After rejecting an Engineered Arts proposal that would have satisfied Petitioning Creditors' claims because it did not include favorable employment terms for himself and full repayment of the fraudulently manufactured insider claims, LaValley allegedly abandoned Debtor altogether and allegedly allowed his Landlord-father to retain all of Debtor's books, records, and assets.

27. Meanwhile, as one of Debtor's designated responsible people, LaValley is obligated to provide all information available to him or within his control to the Trustee for administration of this estate. LaValley has, however, continued to claim he no longer has access to any of Debtor's

books, records, assets, and/or online accounts (such as emails and cloud access). Meanwhile, as noted herein, LaValley and Samantha continue to attach selective documents in support of their proofs of claim and other filings that belie these same unbelievable representations.

28. At the June 12, 2026 meeting of creditors, LaValley confirmed that he has a “decent relationship” with his father and sister, that he speaks with his father, and that he has made no effort to obtain from his father any of the information he is required to turn over to the Trustee (and which the Trustee has requested, and the Court has ordered, to be turned over):

Q. [A]nd you don’t . . . talk to him at all about any of the assets he may have from Cartwheel to try to answer some of the trustee’s [questions].

A. I don’t wanna talk to him about it. . . .

Q: So you’ve made no effort to get the information the trustee has requested at now a second three forty one meeting from your father. Is that accurate?

A: That’s correct.

[June 12, 2026 § 341 Tr. at pdf pages 23-24 of 26].

C. The Motions

29. Between May 12, 2026 and September 4, 2026, Movants filed the following five documents addressed in this Opposition:

- a) ECF No. 63 (May 12, 2026) —LaValley’s Motion for Rule 2004 document production (30 pages);
- b) ECF No. 88 (June 15, 2026) —LaValley’s Supplement to that Motion (27 pages);
- c) ECF No. 90 (June 22, 2026) —Conway’s Motion for Rule 2004 Examination and Document Production (109 pages);
- d) ECF No. 97 (August 20, 2026) — LaValley’s Second Supplemental Memorandum (30 pages); and
- e) ECF No. 99 (September 4, 2026) — Conway’s Supplemental Memorandum in further support of ECF No. 90 (103 pages).

30. The Motions seek documents and examinations from, among others: Gene Wong; Reno Seed Fund/RSF Robotics I; the Wong Family Revocable Trust; Fund I/Reno Seed Advisors, LP; Nevada Battle Born Growth Escalator, Inc.; Christine Guerci; Karsten Heise; Kyle Ferguson; Engineered Arts; Nicolas Desmarais; AppDirect; ClickBio; Jessica Gagliano; Craig Macy; Fenwick

& West; Holland & Hart; Scale LLP and Scott Wiegand; Deane Albright and Albright & Associates; QuickBooks/Intuit; Gusto; Carta; banks; tax agencies; GitHub and CAD custodians; and unspecified “former employees” and “system custodians.” [ECF Nos. 63 ¶¶ 4–6; 88 ¶¶ 83–84; 97 ¶¶ 84–89].

31. The requested categories include “[a]ll documents and communications” concerning the Debtor’s governance, financing, valuation, assets, intellectual property, technology, employees, contracts, customers, business prospects, insolvency, and bankruptcy risk, together with the internal formation, ownership, capitalization, and investor-level records of the Petitioning Creditors and their affiliated investment vehicles. [ECF Nos. 63 ¶¶ 46–47; 97 ¶¶ 86–87].

III. Argument.

A. Movants Lack Standing to Pursue Rule 2004 Discovery in Aid of Claims That Belong Exclusively to the Trustee.

32. Movants are explicit about their purpose, and the purpose completely undercuts their right to the relief requested in the Motions. LaValley states that “[t]he purpose is to determine whether the estate has recoverable claims arising from prepetition conduct that impaired financing, acquisition opportunities, diligence, runway, investor confidence, team continuity, CEO/founder continuity, or enterprise value.” [ECF No. 88, ¶ 103]. Conway states that the examination “is intended to determine whether governance disputes, investor control, conflicted representation, creditor coordination, and interference with strategic alternatives contributed to the destruction of enterprise value and whether resulting claims exist for the benefit of the estate.” [ECF No. 90 at page 37 of 45].

33. Those claims, if they exist, are property of the estate, and the Trustee alone may pursue them. The Ninth Circuit held in *Spiritos* that “the bankruptcy code endows the bankruptcy trustee with the exclusive right to sue on behalf of the estate,” and that a creditor “who did not receive authorization to sue from the trustee, lacks standing to assert a . . . claim on behalf of the estate.” 443 F.3d at 1176. The court reached that holding after surveying the decisions of five other circuits, all in accord. *Id.* at 1175–76.

34. Movants cannot evade this clear rule of law by characterizing their request as “discovery” rather than “litigation.” The premise of *Spiritos* is that the decision whether to

investigate and whether to pursue an estate claim “belongs to the trustee in the first instance.” 443 F.3d at 1175. Permitting a party who lacks standing to prosecute an estate claim to nonetheless compel estate-wide discovery in aid of that claim would transfer to that party the very prerogative the Code reserves to the Trustee—with none of the corresponding fiduciary duties, court supervision, or accountability.

35. Movants concede this point. Conway argues that “[t]he Trustee is uniquely positioned to obtain records, communications, testimony, and other information unavailable to Movant and to determine whether any claims, remedies, or recoveries may exist for the benefit of the estate.” [ECF No. 90 at page 37 of 45]. Her own filings repeatedly frame the relief as what “[t]he Trustee should determine.” [*E.g.*, ECF No. 90 at page 15 ¶¶ 6–7]. LaValley likewise asks the Court to invite the Trustee to “state whether he supports, opposes, seeks to narrow, seeks to defer, does not oppose, or intends to independently pursue” the requested discovery. [ECF No. 97, ¶ 106.b]. The answer to that framing is straightforward: if the Trustee concludes that this discovery serves the estate, the Trustee may seek it. He does not need Movants’ assistance, and Movants may not proceed in his stead.⁴

B. The Requested Discovery Exceeds the Scope of Rule 2004.

36. Even if Movants had standing (which they do not), the relief sought extends far beyond what Rule 2004 permits.

37. While Rule 2004 is broad, its breadth is not boundlessness. *See In re Mastro*, 585 B.R. at 597 (“We acknowledge that Rule 2004 is not without limits. It should not be used ‘to abuse or harass’ Nor should it ‘stray into matters which are not relevant to the basic inquiry.’”) (citations omitted). It does not authorize a fishing expedition into matters having no relationship to the debtor’s affairs or effect on administration of the estate. *See id.* at 597 n.12 (“It is clear that Rule 2004 may not be used as a device to launch into a wholesale investigation of a non-debtor’s

⁴ While Petitioning Creditors cannot speak for the Trustee, the hundreds of pages Movants have filed have presumably put Movants’ position in plain view for the Trustee to do with as he pleases during his investigation and prosecution of estate claims. The Trustee and his counsel are experienced practitioners who can take it from here if they believe anything Movants have identified justify inquiry.

private business affairs.”) (citation omitted); *id.* (“Matters having no relationship to the debtor’s affairs, or the administration of the bankruptcy estate are not proper subjects of a Rule 2004 examination.”) (citation omitted).

38. The Motions request exactly what the BAP has recognized Rule 2004 forbids. By seeking internal formation documents, ownership records, capitalization records, source-of-funds records, inter-vehicle transfer records, investor-level ownership records, series records, and internal authorization records of RSF Robotics I, RSF Master LLC, Fund I/Reno Seed Advisors, LP, the Wong Family Revocable Trust, and “any related RSF, Reno Seed, or Gene Wong-controlled or Gene Wong-related investment vehicle,” Movants are engaging in a fishing expedition into matters having no relationship to the debtor’s affairs or effect on administration of the estate. [ECF No. 97 ¶ 86]. The Motions further seek the internal investment process and public-funding records of Nevada Battle Born Growth Escalator, Inc. [*Id.* ¶ 85]. The Motions likewise seek the email systems, calendars, devices, and administrative records of ClickBio and an individual assistant who, by LaValley’s own admission, may never have been a party to any Cartwheel transaction. [ECF No. 63 ¶¶ 10–11]. These are the private business affairs of non-debtors. Meanwhile, LaValley, by his own admission, has made no effort (nor does he want to) ask his Landlord-father for information regarding Debtor’s books, records, and assets (assuming, of course, that LaValley is to be believed and is not otherwise using his Landlord-father as the scapegoat for books, records, and assets that are within his possession and control).

39. Rule 2004’s reach is tethered to the Trustee’s statutory investigation. *See In re Mastro*, 585 B.R. at 597 (in the context of Rule 2004, stating that “where ... it enables the financial affairs investigation required by the Code, it is firmly tethered to the Trustee’s § 704 statutory duties.”). Here, the requested examinations are not tethered to the Trustee’s investigation; they are offered as a substitute for it by the parties who ran the Debtor during the pre-petition period, conspired and coordinated with family members to encumber the Debtor’s assets that ultimately derailed a potentially viable acquisition, and whose insiders (one or all of them) retained control and/or possession of Debtor’s books and records that neither LaValley nor Conway will turnover except via cherry-picked exhibits when either feels it suits their needs.

40. Finally, the Motions seek the files of the Debtor's former corporate counsel—Fenwick & West, Holland & Hart, Craig Macy, and Scale LLP—including “legal drafts,” “counsel files,” and materials reflecting counsel’s “advice, omissions, approvals, communications, and conflict issues.” [ECF Nos. 88 ¶¶ 60–62; 97 ¶¶ 65–68, 106.e]. Whatever attorney-client privilege the Debtor holds is not Movants’ to waive, invoke, or navigate. Control of the corporate debtor’s privilege passed to the Trustee upon the Court’s entry of the order for relief.

C. Petitioning Creditors Are Cooperating With the Trustee, and Court-Ordered Discovery Against Them Is Unnecessary.

41. Petitioning Creditors have supported the administration of this estate at every stage:

- a) They commenced the case and secured the order for relief.
- b) They brought the transfer to the father-Landlord relationship to the Court’s and the Trustee’s attention at the April 24, 2026 hearing— before the Trustee had developed that record. [Apr. 24, 2026 Hr’g Tr. at 9:1–11].
- c) They supported the Trustee’s turnover motions and the Trustee’s motion to designate a responsible person, and proposed the additional designation of Ms. Conway, which the Court adopted. [June 9, 2026 Hr’g Tr. 6:3–15; 16:11–16].
- d) They appeared and participated at both the May 21 and June 12, 2026 meetings of creditors.
- e) They filed proofs of claim. [Claim Nos. 8-1, 9-1, 11-1, 12-1].
- f) They have maintained email and telephonic communication with the Trustee and his counsel and have shared documents and information with them and intend to continue to do so.

42. Additionally, the Trustee has demonstrated both the willingness and the tools to obtain third-party records when he deems them necessary, having already served subpoenas on Bank of America and Albright & Associates. [ECF Nos. 60, 93]. If the Trustee concludes that records held by Petitioning Creditors would assist the estate, he need only ask informally via email or telephone.

43. What Petitioning Creditors object to is not the Trustee’s investigation, which Petitioning Creditors (as the parties who filed the involuntary petition) encourage and support. It is the conscription of the estate’s discovery machinery by two former officers whose own prepetition

conduct is the principal subject of that investigation, and who believe everyone else cannot see what they know to be true: they are principally responsible for the Debtor's demise and Petitioning Creditors' losses.

D. The Motions Function as a Deflection From the Conduct That Warrants Scrutiny.

44. The record developed to date—nearly all of it from Movants' own sworn testimony and their own exhibits—reflects the following sequence:

a) The Debtor's Chief Executive Officer, acting as the Debtor's sole director, with no meeting, minutes, or resolution, granted the Landlord owned by his father and also controlled by Samantha a promissory note and a security interest in all of the Debtor's assets to retroactively collateralize approximately one year of unpaid rent. [May 21, 2026 § 341 Tr.]

b) That security interest went unperfected for approximately one year—until the day Engineered Arts delivered a non-binding acquisition proposal—at which point three insider financing statements were filed within minutes of one another, blanketing all of the Debtor's assets. [June 9, 2026 Hr'g Tr. 7:2–13.]

c) The Debtor then rejected the acquisition proposal, laid off its team, and—in December 2025—allegedly surrendered every tangible and intangible asset it owned, including its intellectual property and its flagship robot, to the Landlord through a voluntary lockout and assignment, supported by an appraisal the Chief Executive Officer himself commissioned concluding the assets were worth less than this insider lien. [June 12, 2026 § 341 Tr.]

d) Within weeks, the Chief Executive Officer was marketing those same assets to the same acquirer, offering to broker an introduction to “the landlord, who controls the company's assets,” while negotiating a personal sign-on bonus for himself and a “global resolution” under which the landlord note and “the secured notes held by Samantha and me” would all be paid in full. [ECF No. 63, Exs. A, C.]

e) Movants then filed insider proofs of claim totaling \$539,770. [ECF No. 94.]

45. Those facts—insider status, an antecedent debt, a purported preferential transfer by way of a security interest granted without disinterested approval to retroactively collateralize back rent, purported perfection timed to purportedly encumber all assets in favor of insiders to negotiate insider-favorable terms during acquisition discussions, a voluntary transfer of substantially all assets to a family member while insolvent, and a contemporaneous personal benefit to the transferring fiduciary—describe the transparent fraud, breaches of even the most baseline of fiduciary duties,

1 and the estate's most concrete potential recoveries. They are matters squarely within the Trustee's
 2 duty to investigate the Debtor's financial affairs, and they concern property that left the Debtor in
 3 the final weeks before the petition.

4 46. Against that backdrop, the Motions ask the Court to authorize what could be an
 5 extraordinarily expensive, multi-year, twenty-custodian investigation into whether the Debtor's
 6 investors were insufficiently supportive in 2024 and 2025. Whatever the merits of Movants'
 7 grievances about governance provisions, term sheets, and board composition, those grievances do
 8 not minimize or vitiate the transfer. They do nothing but attempt to change the subject and deflect
 9 from the real issues in this case. And Rule 2004 "should not be used 'to abuse or harass,'" nor to
 10 "'stray into matters which are not relevant to the basic inquiry.'" *Mastro*, 585 B.R. at 597.

11 **E. Movants' Claimed Inability to Access Records Cannot Be Reconciled With**
 12 **Their Filings.**

13 47. Movants have taken irreconcilable positions on record access. *To the Court and the*
 14 *Trustee, Movants claim a lack of control or possession of relevant documents and information.*
 15 LaValley told the Court he does not oppose designation "as long as I'm not required to produce
 16 anything or create schedules from documents I don't, you know, possess or control or have access
 17 to," adding that "everything was assigned over to the secured creditor, the landlord." [June 9, 2026
 18 Hr'g Tr. at 14:5–17]. He declared under penalty of perjury that he "do[es] not possess the full
 19 corporate, legal, financial, investor, governance, e-signature, counsel, funding, board-platform,
 20 capitalization-platform, acceleration-authorization, Majority Holder, or third-party records." [ECF
 21 No. 97, Decl. ¶ 48]. Conway states flatly: "Movant no longer has access to the Debtor's books and
 22 records." [ECF No. 90 at page 38 of 45].

23 48. *To the docket, however, Movants produce abundantly.* Across ECF Nos. 63, 88,
 24 90, 97, and 99, Movants have filed approximately 300 pages, including:

- 25 a) Email threads with Engineered Arts spanning December 18, 2025 through January
 26 20, 2026, including offer letters, acquisition discussions, and the proposed "global
 27 resolution." [ECF No. 63, Exs. A–C.]
 28

- b) Text-message threads from March 2025 through December 2025 concerning Engineered Arts, governance, board review, board expansion, bridge financing, runway, and investor messaging. [ECF No. 99, Exs. B, C, G, I, J, K, L, O.]
- c) Board and investor communications, including an April 16, 2025 email regarding board composition, a May 24, 2025 email regarding bridge funding, an October 3, 2025 investor update, and emergency board meeting communications from December 3–4, 2025. [ECF No. 99, Exs. D, F, M, O.]
- d) Corporate counsel referral and engagement communications dating to February 2024. [ECF Nos. 90, Ex. A; 99, Ex. H.]
- e) A bridge financing term sheet, a demand letter, and financing-round text threads. [ECF No. 90, Exs. F, G; ECF No. 99, Ex. E.]
- f) A “Cartwheel Financial Timeline — Cash, Financing, and Key Events,” which Ms. Conway describes as “subsequently reconstructed financial evidence.” [ECF No. 99, Ex. A and at 1.]
- g) Proofs of Claim 1, 2, 4, 6, and 10 attaching records regarding the insiders’ alleged claims.

49. Significantly, from the information which Conway has available, she was able to reconstruct a cash-and-financing timeline for the Debtor for purposes of her own advocacy, and LaValley was able to locate, retrieve, organize, and file years of corporate email and text correspondence in support of his narrative. Both parties, however, continue to represent that they cannot produce corporate records to the estate because they no longer have possession or control of the same.

50. Both propositions cannot be true. Either Movants possess and can access substantial corporate records—in which case the Court’s turnover ruling and their duty to cooperate with the Trustee require them to produce those records to the Trustee rather than curate them into the docket—or they do not, in which case their exhibits, and the factual assertions built upon them, warrant scrutiny.

51. The point is sharpened by LaValley’s admission that he has made no effort whatsoever to obtain from his father—with whom he maintains a “decent relationship” and who possesses the Debtor’s assets and, presumably, whatever records accompanied them—any of the information the Trustee has twice requested. [June 12, 2026 § 341 Tr.] A movant who has not asked

1 the one person he claims holds the estate's assets for a single document is poorly positioned to ask
 2 this Court to compel twenty non-debtor custodians to search four years of files.

3 52. The appropriate response to an asserted records gap is compliance with existing
 4 obligations—production to the Trustee and full cooperation without all the feigned ignorance to
 5 date—not a parallel discovery campaign against the estate's creditors to deflect from LaValley's
 6 and Conway's brazenly transparent bad faith breaches of fiduciary duty.

7 **F. Additional Procedural Objection.**

8 53. Petitioning Creditors further object on the basis that the Motions and their
 9 accompanying supplements grossly exceed the 20-page limit provided under Local Rule 9014(e),
 10 and Movants have not obtained appropriate relief from the Court to exceed such page limits and
 11 serially file supplements to the same. The practice deprives responding parties of a fixed record and
 12 an orderly briefing schedule, and it has now stretched a single Rule 2004 request across nearly four
 13 months and more than 300 pages.

14 54. LaValley and Conway continually reveal their tactics of using AI to flood the docket
 15 with frivolous and baseless filings, thereby attempting to divert all parties' attention and waste
 16 judicial resources. Such tactics are prejudicial and, as Petitioning Creditors respectfully submit,
 17 warrant sanctions if continued (including, but not limited to, a bar to filing anything on the docket
 18 without prior Court approval). Petitioning Creditors reserve all rights to seek appropriate sanctions
 19 and other relief if LaValley and Conway continue with these tactics.

20 **IV. Relief Requested.**

21 To the extent there was ever any doubt about LaValley's ability to use AI to his benefit (after
 22 all he developed a humanoid robot), it is now clear that he will use AI for any purpose even though
 23 the AI generated material is only as good as the information provided to the AI source. Here,
 24 LaValley and Conway apparently did not provide any information to their AI source which allowed
 25 it to truly understand the particulars of the 2004 process. The Motions are inappropriate and have
 26 no basis in law or fact.

27 Petitioning Creditors, therefore, respectfully request that the Court deny the Motions in their
 28 entirety and grant such other and further relief to which Petitioning Creditors may be entitled,

1 including a bar order to the Movants filing anything further on the docket without prior Court
2 approval. Otherwise, Movants will continue to make a mockery of this case where investors who
3 believed in the Debtor and invested in good faith have lost millions of dollars.

4 DATED this 22nd day of September, 2026.

5 McDONALD CARANO LLP

6 By: /s/ Sallie B. Armstrong
7 Sallie B. Armstrong, Esq. (NSBN 1243)
8 Jimmy F. Dahu, Esq. (NSBN 17061)
9 100 West Liberty Street, Tenth Floor
10 Reno, Nevada 89501
11 Telephone: (775) 788-2000
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14 *Attorneys for Petitioning Creditors*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on September 22, 2026, a true and correct copy of the foregoing **OMNIBUS OPPOSITION OF PETITIONING CREDITORS TO MOTIONS FOR RULE 2004 EXAMINATION AND RELATED FILINGS [ECF NOS. 63, 88, 90, 97, AND 99]** was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all parties registered to receive electronic notice in this case, and was further served by United States first-class mail, postage prepaid, upon the following:

Scott LaValley
5586 Rivers Edge Drive
Fallon, NV 89406

Samantha Conway
5512 Rivers Edge Drive
Fallon, NV 89406

Cartwheel Robotics Inc.
6127 Reno Hwy
Fallon, NV 89406

By: /s/ Misti Hale

An employee of McDonald Carano LLP

EXHIBIT A

EXHIBIT A

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

**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**

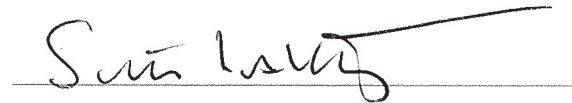
Date of Hearing: N/A
Time of Hearing: N/A

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.



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

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.

EXHIBIT B

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA (RENO)

IN RE: . Case No. 26-50278-hlb
. Chapter 7
CARTWHEEL ROBOTICS INC., .
. 300 Booth Street
. Reno, NV 89509
Debtor. .
. Friday, April 24, 2026
. 10:32 a.m.

TRANSCRIPT OF OST DOC# 13 MOTION FOR TURNOVER OF BANKRUPTCY
ESTATE PROPERTY PURSUANT TO 11 U.S.C. 542(E) FILED BY BRADLEY
G. SIMS ON BEHALF OF BRADLEY G. SIMS;
OST DOC# 18 MOTION FOR TURNOVER OF BANKRUPTCY ESTATE PROPERTY
PURSUANT TO 11 U.S.C. 542(E) FILED BY BRADLEY G. SIMS ON BEHALF
OF BRADLEY G. SIMS
BEFORE THE HONORABLE HILARY L. BARNES
UNITED STATES BANKRUPTCY COURT JUDGE

TELEPHONIC APPEARANCES:

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For the Chapter 7 Trustee: Bradley G. Sims, Chapter 7 Trustee
By: BRADLEY G. SIMS, ESQ.
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For the Petitioning Creditors: McDonald Carano
By: SALLIE B. ARMSTRONG, ESQ.
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1 (Proceedings commence at 10:32 a.m.)

2 THE COURT: Good morning, all. This is Judge Barnes.
3 We're here on Cartwheel Robotics Inc. 26-50278.

4 We are considering two motions on shortened time.
5 The first is Docket 13, which is a motion for turnover of
6 bankruptcy estate property. And that is with regard to
7 financial documents. And Docket 18 is a motion for turnover of
8 bankruptcy estate property, which pertains to tangible assets.

9 Appearance for the trustee, please.

10 MR. SIMS: Thank you, Your Honor. This is Brad Sims,
11 Chapter 7 trustee.

12 THE COURT: Thank you. And, Mr. Lavalley, are you on
13 the line?

14 MR. LAVALLEY: I am.

15 THE COURT: Am I pronouncing your name correctly?

16 MR. LAVALLEY: That's correct, Scott Lavalley.

17 THE COURT: Lavalley, okay. And for the petitioning
18 creditors?

19 MS. ARMSTRONG: Yes, good morning, Your Honor.
20 Sallie Armstrong on behalf of the petitioning creditors.

21 THE COURT: Thank you. Is there anybody else who
22 would like to make an appearance in the Cartwheel Robotics
23 case?

24 Okay. Go ahead, Mr. Sims. It's your motion.

25 MR. SIMS: Thank you, Your Honor. Before the Court



1 today are two motions for turnover. They are somewhat similar,
2 and I'll refer to them collectively as the motion.

3 This is an involuntary case, and the petition was
4 filed on March 19th, 2026. The order for relief was entered on
5 April 14th, 2026. To date, the debtor has not filed a mailing
6 matrix as required. He's not filed any statements or
7 schedules. So I have no meaningful information, no records,
8 and no assets have been turned over on this case.

9 The relief sought through the motion is
10 straightforward, and it is statutory. I'm seeking -- well,
11 motions, I should say. I'm seeking turnover under 542(a) of
12 estate property, including certain robotic systems,
13 intellectual property, and related assets.

14 I'm also seeking turnover under Section 542(e) of
15 financial records and access credentials. That includes bank
16 records, cloud accounts, tax returns, and corporate
17 information.

18 The Bankruptcy Code unambiguously requires turnover
19 and accounting of this estate property. A brief opposition is
20 filed by Mr. Lavalley. The opposition does not specifically
21 oppose turnover. Rather, it argues that Mr. Lavalley does not
22 have possession of the property or records, or that such items
23 are out of his custody and control, and in the possession of
24 third parties.

25 The opposition does not deny knowledge of where these



1 things are. It doesn't deny the existence of the assets.

2 Leaving aside whether I find the assertion that he
3 doesn't have these items to be credible, if this assertion is
4 true, Mr. Lavalley still needs to account for this property.
5 He needs to identify its location. He needs to identify who
6 has it. To date, none of that has happened.

7 Without records and without this identification,
8 without an accounting of the estate property, I can't move this
9 case forward. Mr. Lavalley's opposition suggests that the
10 assets in the debtor have already been transferred or held by
11 third parties, so there is a very real risk of lost
12 participation. I believe it's imperative to move quickly, and
13 I'm asking the Court to order turnover and accounting, and I'm
14 asking the Court to impose some structure and some deadlines on
15 this case.

16 Additionally, there was a -- except and apart from
17 the opposition, Mr. Lavalley filed a motion to continue this
18 hearing. It's unclear to me whether that is before the Court
19 today, but to the extent there's a request for a continuance,
20 I'm opposed to that request. A substantive response to the
21 motion has already been filed. That response is effectively,
22 sorry, don't have it. Additional time isn't going to change
23 that position.

24 Moreover, delay materially prejudices the estate as
25 every day I don't have this information and every day I don't



1 have whatever assets are available for turnover, the risk of
2 lost participation increases. Accordingly, I believe this is a
3 situation where court intervention is appropriate. I'd ask the
4 Court to enter a structured compliance order with specific
5 deadlines for turnover.

6 Unless the Court has any further questions for me,
7 I'll go ahead and yield back.

8 THE COURT: Have you had any conversations directly
9 with Mr. Lavalley?

10 MR. SIMS: I have not. Until Mr. Lavalley filed his
11 opposition, I didn't have so much an email for him. I know
12 that petitioning creditors made some efforts to serve
13 Mr. Lavalley, and they can speak to those efforts a little bit
14 further.

15 THE COURT: Okay. Mr. Lavalley, I'm sorry, I keep
16 mispronouncing your name. I apologize.

17 MR. LAVALLEY: That's okay.

18 THE COURT: Mr. Lavalley, have you spoken to any
19 attorney in terms of maybe obtaining representation in this
20 case?

21 MR. LAVALLEY: The company has no money to pay an
22 attorney, nor do I personally.

23 THE COURT: Okay. So given that -- well, I guess
24 what I would like to hear is your side of the story. Maybe
25 that would be helpful to all of us.



1 MR. LAVALLEY: Yeah. So I do not have possession,
2 custody, or control of the requested materials. I don't have
3 access to company systems, records, or physical assets.

4 THE COURT: Why not?

5 MR. LAVALLEY: Those were all transferred back in
6 October to a secured creditor.

7 THE COURT: And which secured creditor would that be?

8 MR. LAVALLEY: I believe, to the best of my
9 knowledge, Autonomous Ops.

10 THE COURT: Say that one more time.

11 MR. LAVALLEY: Autonomous Ops.

12 THE COURT: Can you spell that? For some reason,
13 we're not understanding very well on this side.

14 MR. LAVALLEY: I don't know how to spell it.
15 Autonomous. I believe there's three UCC filings on record with
16 the State of Delaware.

17 THE COURT: Okay. And so you turned over the books
18 and records in addition to all the property of the debtor?

19 MR. LAVALLEY: All assets, all records were
20 transferred back in October.

21 THE COURT: Okay. And did that satisfy whatever debt
22 was owed by the company to the secured creditor, or is the
23 secured creditor still owed money by the company?

24 MR. LAVALLEY: It did satisfy that debt.

25 THE COURT: Okay. Is there anything else you'd like



1 to tell the Court?

2 MR. LAVALLEY: No, that's it, Your Honor.

3 THE COURT: Okay.

4 MR. LAVALLEY: Thank you.

5 THE COURT: Thank you. Ms. Armstrong, on behalf of
6 the petitioning creditors, why don't you explain to me kind of
7 your role here and -- or, you know, your client's role and
8 bring me up to speed on what caused the involuntary filing.

9 MS. ARMSTRONG: Of course, Your Honor. Thank you.
10 Sallie Armstrong again on behalf of the petitioning creditors.

11 Your Honor, my clients and others invested millions
12 of dollars with Cartwheel Robotics, Inc. They -- or loaned
13 millions of dollars to Cartwheel Robotics. They also invested
14 equal amounts of money.

15 Mr. Lavalley, on behalf of Cartwheel, has been
16 extremely unresponsive. It did come to our attention that what
17 I'm learning today, though I don't believe Mr. Lavalley was
18 sworn, what I'm learning today is somewhat different than what
19 we understand. Cartwheel Robotics did business in his
20 father's -- in an office building owned by his father.

21 We were told earlier this year, we were advised
22 earlier this year, that there was personal property that -- in
23 which his father's company or his father's personally claimed
24 an interest and that he would be foreclosing on that. So I do
25 not know if Autonomous Ops is a company in which his father or



1 others is involved. I also do not know about the timing, but
2 we believe strongly that there have been transfers to insiders
3 that can be set aside.

4 What Cartwheel Robotics had, we believe, was very
5 valuable IT. We have no idea where that's gone, but we do know
6 from Mr. Lavalley's LinkedIn that he has joined Google, doing,
7 we believe, the same work at Google that he was doing at
8 Cartwheel Robotics after taking, again, my clients' -- millions
9 of dollars from my clients and others. That is the reason we
10 commenced this case, and we very much appreciate the way
11 Mr. Sims, as the trustee, acted immediately to request
12 documents to which he is entitled.

13 The -- and one other point I wanted to make, Your
14 Honor, is that our understanding is Mr. Lavalley's sister was
15 the chief operating officer of this company. So there are
16 quite a few things that need to be sorted through here for the
17 protection of my clients' interests and others. I'm not sure
18 how we begin to do that, but I believe that Mr. Lavalley,
19 certainly because of these family connections, and I believe
20 the family is the one who has these assets, has the ability to
21 acquire these documents and turn them over to the trustee or
22 certainly to provide the trustee with the information the
23 trustee needs in order to get those.

24 And, you know, I would ask that the Court grant the
25 trustee's motion. What we have done, and you may have seen



1 this in the docket, is we have provided notice to every address
2 that we have. And we did serve the involuntary petition on the
3 registered agent in Delaware, which is how we effected service
4 of the involuntary petition.

5 But we also tried to serve personally. But
6 Mr. Lavalley and his family did a very good job of avoiding
7 service. Also, Your Honor, we have been able to check real
8 quickly, and by the way, Autonomous Ops is controlled by
9 Mr. Lavalley's father, according to the information we were
10 just able to obtain. So I think there's quite a bit for the
11 Court to consider and review here.

12 THE COURT: Thank you, Ms. Armstrong. I appreciate
13 that background.

14 Okay. Mr. Sims, is there anything else you'd like to
15 add?

16 MR. SIMS: Yes, Your Honor. Likewise, I'm looking
17 into Autonomous Ops Inc., and for the record, that is spelled
18 A-U-T-O-N-O-M-O-U-S, OPS, O-P-S, Inc. The president is listed
19 as Bill S. Lavalley, who I'd want to (indiscernible) and
20 information to believe it's Mr. Lavalley's father. The
21 secretary of that entity is Samantha Conway, who is also the
22 chief operating officer of the debtor.

23 So there is some concern that Mr. Lavalley is coming
24 in here today and saying all of the assets of the company,
25 which appear to have been quite valuable, are transferred to an

1 entity that is controlled by his family members. I think that
2 underscores the need for the transfers to be identified. I
3 think the assets need to be accounted for, and I think whatever
4 information is in his possession needs to be ordered turned
5 over.

6 THE COURT: Okay. Thank you, Mr. Sims. I appreciate
7 the follow-up information, which the Court now has.

8 So in connection with the Chapter 7 trustee's two
9 motions for turnover of bankruptcy estate property at Docket
10 Entries 13 and 18, the Court considered Mr. Sims' declaration
11 at Docket Entries 14 and 19; and the response and limited
12 opposition filed by Scott Lavalley, president of the debtor at
13 Docket Entry 30;; Mr. Lavalley's motion to continue the hearing
14 at Docket Entry 31; and the trustee's omnibus reply at Docket
15 Entry 33; and the trustee's opposition to the motion to
16 continue at Docket Entry 34. And the Court takes judicial
17 notice of the record as permitted by Federal Rule of Evidence
18 201.

19 The Court also takes into account the statements of
20 the trustee counsel for the petitioning creditors and
21 Mr. Lavalley. The trustee's motions were properly served and
22 no further notice is necessary.

23 Mr. Lavalley, your motion to continue is denied.
24 There are rules for noticing up certain motions and so because
25 you're unrepresented and the company is unrepresented, it was



1 not properly noticed, and further the basis for the continuance
2 is without merit given your response to the trustee's motions.

3 Turning to the trustee's motions, the Bankruptcy Code
4 requires a Chapter 7 trustee to, among other things, collect
5 and monetize property of the estate and to investigate the
6 financial affairs of the debtor. That's Code Section 704. And
7 to enable the trustee to do that, the Bankruptcy Code also
8 provides that after notice and hearing, which is what is
9 happening right now, the Court can enter an order requiring
10 turnover of the debtor's property documents and information
11 regarding the debtor's property or financial affairs or
12 disclose that information to the trustee. That's Code Section
13 542(a) and (e).

14 And while the Court understands, Mr. Lavalley, that
15 you may not have possession, custody, or control of the
16 property or the financial documents and records that the
17 trustee is seeking, you have a duty to cooperate with the
18 trustee and to provide all of the information you have
19 regarding those things to him so he can do his job. Based on
20 the circumstances before the Court, the Court finds good cause
21 to require turnover of the documents, property, and information
22 set forth in the motions that may be in your possession,
23 custody, or control, Mr. LaValle, and to require you to provide
24 your full cooperation to assist the trustee to obtain what he
25 requires.



1 So based on the foregoing, the Court will enter an
2 order granting the requested relief. And if you upload a form
3 of order, Mr. Sims, Local Rule 9021 is waived.

4 MR. SIMS: Thank you, Your Honor. I will do so.

5 THE COURT: Thank you. And with that, we are
6 adjourned. Thank you, all.

7 MS. ARMSTRONG: Thank you, Your Honor.

8 (Proceedings concluded at 10:48 a.m.)

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15 C E R T I F I C A T I O N

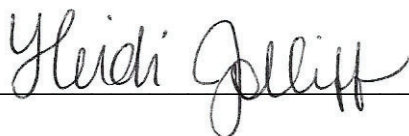
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DATE: April 30, 2026

25 ACCESS TRANSCRIPTS, LLC



EXHIBIT C

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA (RENO)

IN RE: . Case No. 26-50278-hlb
. Chapter 7
CARTWHEEL ROBOTICS INC., .
. 300 Booth Street
. Reno, NV 89509
Debtor. .
. Tuesday, June 9, 2026
. 1:03 p.m.

TRANSCRIPT OF DOC# 41 MOTION TO DESIGNATE RESPONSIBLE PERSON
FILED BY BRADLEY G. SIMS ON BEHALF OF BRADLEY G. SIMS
BEFORE THE HONORABLE HILARY L. BARNES
UNITED STATES BANKRUPTCY COURT JUDGE

TELEPHONIC APPEARANCES:

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For the Chapter 7
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1 (Proceedings commence at 1:03 p.m.)

2 THE COURT: Good afternoon, all. This is Judge
3 Barnes. Our one o'clock matter is Cartwheel Robotics, Inc.,
4 26-50278. This is a hearing on the trustee's motion at Docket
5 Entry 41, which is a motion to designate a responsible person.
6 Appearances for the trustee, please.

7 MR. HOUMAND: Good afternoon, Your Honor. Jacob
8 Houmand, appearing on behalf of the Chapter 7 trustee.

9 THE COURT: Thank you, Mr. Houmand. And, Mr. Sims,
10 are you with us?

11 Okay. For the petitioning creditors, please.

12 MR. DAHU: Good afternoon, Your Honor. Jimmy Dahu on
13 behalf of the petitioning creditors.

14 THE COURT: Thank you, Mr. Dahu.

15 THE COURT: And, Mr. LaValley?

16 MR. LAVALLEY: Yes, Your Honor, I'm here.

17 THE COURT: Thank you. And, Ms. Conway, are you here
18 as well?

19 Is there anybody else who would like to make an
20 appearance? Okay.

21 Mr. Houmand, do you want to give the Court an update
22 about what's going on in the case and maybe what may be germane
23 to our proceeding today?

24 MR. HOUMAND: Sure, Your Honor. As it stands right
25 now, the trustee has served several subpoenas on behalf of



1 various parties, including Autonomous Ops, which was the entity
2 that previously owned real property where the debtor leased its
3 premises, as well as 6127 Reno Highway LLC, which acquired that
4 same property and was the landlord.

5 There was some testimony from Mr. LaValley at the
6 most recent 341 meeting that prior to the bankruptcy filing all
7 of the personal property of the debtor was foreclosed upon by
8 the landlord, pursuant to a secured promissory note that was
9 executed in -- several years before the bankruptcy filing. And
10 the trustee is still reviewing some documentation to determine
11 if there are any avoidance actions that can be pursued against
12 the landlord on account of this foreclosure.

13 The debtor's 341 has been continued until -- I
14 believe it's set for June 12th, 2026. And at this point, the
15 trustee does not have any bankruptcy schedule, statement of
16 financial affairs, or a creditor matrix on file. And that's
17 the primary reason why the trustee has brought this motion
18 today.

19 And if it's okay with the Court, I'd like to go into
20 a couple of reasons why we think Mr. LaValley is the
21 appropriate person that should be designated to perform these
22 acts on behalf of the debtor.

23 THE COURT: Okay. So I know that you didn't take a
24 position in your reply in connection with designating anyone
25 else in addition to Mr. LaValley as an appropriate, responsible



1 person. Based on Mr. LaValley's supplement at -- what is that,
2 Docket Entry 69, he states that Ms. Conway maintained financial
3 records, had QuickBook credentials, processed payroll, has
4 information regarding bank account access. So what is your --
5 given that supplement, is there anything that makes you think
6 that perhaps Ms. Conway would be a good additional responsible
7 person?

8 MR. HOUMAND: We certainly do not oppose also
9 designating Ms. Conway as an additional party under 9001(b)(5).
10 The trustee's primary concern was designating Mr. LaValley.
11 And then to the extent that there are additional parties, like,
12 such as Ms. Conway, who has access to that financial
13 information, the trustee certainly does not oppose also
14 designating her.

15 THE COURT: Okay. So you've seen Mr. LaValley's
16 objection and the supplemental pleading that he filed. And
17 have you had any conversations with Mr. LaValley about
18 assuaging his concerns? Or is there anything you can say today
19 that may help in that regard?

20 MR. HOUMAND: I have not had any conversations with
21 Mr. LaValley after the 341 meeting. But to the extent that --
22 to assuage any concerns that he may have, I know that one of
23 the initial oppositions he had was that -- in the pleadings he
24 filed was that he's not in physical possession of some of these
25 documentations and he's concerned about recreating things on



1 behalf of the debtor. And the trustee is not asking the Court
2 to require him to speculate, fabricate information, or certify
3 facts outside of his knowledge. The trustee is just asking for
4 an order requiring him to perform the debtor's duties based on
5 information within his knowledge, possession, custody, or
6 control or reasonably available to him.

7 And to the extent that certain information is
8 unavailable to Mr. LaValley, he could simply identify what is
9 missing and why it is unavailable. And we think that he is the
10 most appropriate person because he was the individual that
11 signed the promissory note with the landlord on behalf of the
12 debtor that resulted in the foreclosure.

13 He also signed a non-binding acquisition proposal
14 with Engineered Arts before the bankruptcy filing. And these
15 documents are actually on the docket because 6127 Reno Highway
16 LLC filed a pleading at 73 that essentially was a document
17 production to a subpoena that was served by the trustee. And
18 so he was the individual acting on behalf of the debtor during
19 these crucial moments before the bankruptcy filing. And so we
20 think that he is then the appropriate party to act on the
21 debtor for those reasons.

22 THE COURT: Okay. Thank you. Anything else before I
23 turn it over to Mr. Dahu?

24 MR. HOUMAND: No, Your Honor, unless there's any
25 other questions for me.



1 THE COURT: Okay. Thank you.

2 Mr. Dahu.

3 MR. DAHU: Good afternoon, Your Honor. And just to
4 give you kind of additional background on why we believe
5 additional parties need to be designated, we certainly support
6 the trustee's motion to designate Mr. LaValley. We also
7 believe that Samantha Conway, his sister, and his father, Bill
8 LaValley, should also be designated.

9 Bankruptcy Rule 9001(b)(5) allows the Court to
10 designate all of the corporate debtor's officers, directors,
11 and persons in control. So Mr. LaValley was the CEO. Samantha
12 Conway was the COO. And as you noted previously, Your Honor,
13 she was the individual that pretty much handled the day-to-day
14 business operations as Mr. LaValley testified to at the 341
15 meeting.

16 You know, as one example, Mr. LaValley expressed a
17 lack of knowledge, as he had before Your Honor at prior
18 hearings, regarding the identity of the landlord. And various
19 times said that Samantha Conway would likely have information
20 related to various questions asked by the trustee.

21 So Samantha Conway, regardless of who's the landlord,
22 whether it's Autonomous Ops or 6127 Reno Highway, Samantha
23 Conway was also -- she was the secretary of Autonomous Ops. I
24 believe she still is. She was a manager of 6127 Reno Highway
25 until recently. There appears to be a recent update with the



1 Nevada Secretary of State apparently removing her as a manager.
2 The records disclosed, pursuant to the trustee's subpoena in
3 Mr. LaValley's 341 testimony, reflect that Mr. LaValley, as
4 both the CEO and the alleged sole board member, approved a note
5 and security agreement to collateralize back rent owed to his
6 father, the landlord. Then a UCC lien was not recorded until a
7 year later on October 21st, 2025.

8 And to Mr. Houmand's point, that was the same day
9 that EA made a non-binding acquisition offer to Cartwheel. So
10 EA made a non-binding acquisition offer to Cartwheel on
11 October 21st, 2025. And within minutes of each other, 6127
12 Reno Highway, Scott LaValley, and Samantha Conway all filed
13 UCC-1s, collateralizing all of Cartwheel's assets.

14 The next day, Mr. LaValley signed a non-binding
15 acquisition agreement with EA. Sometime in December, Scott --
16 Mr. LaValley then attempted to negotiate favorable terms with
17 EA for acquisition of Cartwheel assets. EA wanted to tie in
18 payment of creditors into any sort of acquisition, and
19 Mr. LaValley, based on the information that's been disclosed in
20 the docket, that was not acceptable to him. He wanted more
21 favorable terms for himself.

22 Sometime in December of 2025, Mr. LaValley
23 voluntarily turned over all assets to Bill -- to his father,
24 the landlord, and alleged satisfaction of 6127 Reno Highway's
25 lien. And I'll direct Your Honor and Mr. Houmand to 6127 Reno



1 Highway subpoena responses, Docket 73, Page 157 of 200. It's a
2 notice of voluntary vacation of premises, support signed by
3 Mr. LaValley, where he basically tells his father, on behalf of
4 6127 Reno Highway, I've kept all assets in the lease premises,
5 but, to quote, "the company has retained only its bank account
6 and records necessary for final payroll, legal obligations, and
7 dissolution activities as agreed." So in that document, he's
8 saying, I've retained all these records. Now he's telling the
9 trustee and all these other parties that he doesn't have any of
10 these records. So those are, again, additional inconsistent
11 statements from Mr. LaValley.

12 Nevertheless, after he presented this notice of
13 voluntary vacation of premises, both he and his father
14 continued to engage in discussions with EA regarding an
15 acquisition of Cartwheel assets, with the focus being on paying
16 the landlord's alleged security interest and not really paying
17 creditors. So paying the landlord's security interest and
18 providing favorable terms to Mr. LaValley.

19 So the documents produced via the subpoenas and on
20 the record just lead to a logical inference that there are
21 cherry-picked disclosures. There's no credible explanation
22 why, for example, Mr. Bill LaValley, the father, has a July
23 2024 email from Cartwheel that apparently has discussions with
24 my client, Gene Wong, that apparently supports -- I believe
25 that Mr. Scott LaValley believes supports his claims that



1 investors knew of all these things. But he doesn't have
2 anything else during the critical time period as requested by
3 the trustee.

4 The other documents in the case reflect that
5 Mr. LaValley has Cartwheel's emails from as late as February of
6 2026. He testified at the 341 meeting -- he couldn't give us
7 an exact date of when he formally left the company. We've
8 heard early December. We've heard mid-December. I believe he
9 filed a proof of claim yesterday saying he worked through
10 December 31st.

11 But those emails in January and February of 2026 that
12 he's filed in the docket where he's communicating on a
13 Cartwheel email, his proof of claim that he just filed, he has
14 payroll records for himself, but yet he claims to have payroll
15 records for no one else. So for all these reasons, we believe
16 that this is kind of a family enterprise.

17 So Nancy Conway was the COO. He testified she ran
18 the day-to-day business operations. You noted earlier with
19 Mr. Houmand that he even noted that in his response to the
20 petitioning creditors' joinder. Mr. Bill LaValley, his father,
21 is the landlord that he claims to have taken all of Cartwheel's
22 business records, despite ECF 73, Page 157 of 200, Scott signed
23 by Mr. LaValley.

24 So for all these reasons, we not only support the
25 trustee's motion to designate Scott LaValley, we also believe



1 Samantha Conway and Bill LaValley should also be designated,
2 Your Honor. And with that, I rest unless you have any
3 questions.

4 THE COURT: Thank you. I do have a question with
5 regard to Bill LaValley. I know that he was the landlord and
6 he's the principal of Autonomous Ops and the 6147 Reno Highway.
7 But what about 9005 would bring Mr. LaValley into the fold as a
8 responsible person?

9 MR. DAHU: Well, I believe he fits -- we believe he
10 fits into 9001(b)(5)(A), any other person in control. So he
11 was the landlord.

12 THE COURT: But --

13 MR. DAHU: Samantha Conway, the COO --

14 THE COURT: Well --

15 MR. DAHU: -- of Cartwheel, was also --

16 THE COURT: But hold on. Let me interrupt you. So
17 any person in --

18 MR. DAHU: Yes, Your Honor.

19 THE COURT: In any person in control, and I think in
20 my mind when I say -- when I see in control, when you're
21 talking about who's going to be a responsible person for the
22 debtor, you're talking about a party who's in control of the
23 debtor. And I don't believe that Mr. -- I haven't seen
24 anything in the record. Maybe you can direct me to it. But
25 nothing about Mr. LaValley, the father, being a director,



1 officer, somebody in control of the debtor. And so I'm just
2 wondering whether I missed something in the record.

3 MR. DAHU: No, no Your Honor, and that's a fair
4 comment. I believe our -- and I could have addressed it in a
5 better manner. We believe he's a person in control via the
6 landlord.

7 Not only was Samantha Conway, the COO, also a party
8 that managed 6127 Reno Highway and also the secretary of
9 Autonomous Ops and presumably had communications both in her
10 role as an executive of Cartwheel and as an executive with the
11 landlord, but we believe all of these were basically insider
12 transactions. There's no reason to collateralize back rent.

13 And then, you know, all of this foreclosure process
14 was very voluntary on Cartwheel's part, which indicates
15 collusion, which indicates control by the landlord. And that's
16 kind of our argument as to why he's a person in control.

17 THE COURT: Okay. Thank you, Mr. Dahu. I appreciate
18 it.

19 Mr. LaValley, I'm interested in your take on this.
20 But I find your 22-page single-spaced supplement very
21 interesting. It's written -- you wrote it in a passive voice,
22 which oftentimes says that things were done, but it didn't say
23 who did them or when.

24 So as I was reading your supplement, it led me to
25 more questions. For instance, when you say the debtors' books,



1 records, systems, assets, technical material, and institutional
2 knowledge were distributed across multiple people, entities,
3 devices, cloud services, repositories, counsel, former
4 employees, and third-party platforms, I want to ask, well, who
5 distributed the books, records, assets, technical material,
6 which people, which entities, which devices, which counsel,
7 which former employees, and when were these things all
8 distributed? When you say the debtors' remaining assets were
9 assigned to the landlord in December 2025, who actually pulled
10 the trigger on that assignment? That was you, correct?

11 MR. LAVALLEY: That was me, yes, Your Honor.

12 THE COURT: Okay. And when you -- when the debtor
13 ceased its operations and lost or surrendered its premises and
14 laid off its team and no longer had normal operating access,
15 you were the person who was in charge of winding down the
16 company, correct?

17 MR. LAVALLEY: That's correct.

18 THE COURT: So you had to lay off the team?

19 MR. LAVALLEY: Yes.

20 THE COURT: Okay. And when you no longer had normal
21 operating access to your systems, was that something you
22 relinquished?

23 MR. LAVALLEY: Everything was assigned and
24 relinquished. And there was an agreement with the landlord
25 that he would allow me to wind down the company.



1 THE COURT: Okay. So when you say that Ms. Conway
2 maintained the financial records and had the QuickBook
3 credentials and processed payroll and has information regarding
4 bank account access and banking credentials and insurance and
5 day-to-day operational records, is that based on your personal
6 knowledge?

7 MR. LAVALLEY: Yes, as the president and CEO of the
8 company, yes. She maintained all those records.

9 THE COURT: Okay. And so did you work day-to-day
10 with Ms. Conway?

11 MR. LAVALLEY: Yes, day-to-day.

12 THE COURT: Okay. And did your father, Bill
13 LaValley, have any role in the company? Was he a director or
14 an officer?

15 MR. LAVALLEY: No, absolutely not.

16 THE COURT: Say that again. I'm sorry.

17 MR. LAVALLEY: No, he was uninvolved. He was
18 uninvolved in every aspect.

19 THE COURT: Except for being the landlord who had a
20 security interest in the company.

21 MR. LAVALLEY: That's right.

22 THE COURT: Okay. And when -- maybe you don't know
23 the answer to this, but Ms. Conway states that she's a
24 creditor. Is this because she loaned money to the company?

25 MR. LAVALLEY: Yeah, we both loaned money to the



1 company.

2 THE COURT: Okay. Okay. Those were my questions,
3 but I'm interested in your response. I realize -- well, I'm
4 interested in your response.

5 MR. LAVALLEY: I don't oppose being designated as an
6 individual party as long as I'm not required to produce
7 anything or create schedules from documents I don't, you know,
8 possess or control or have access to. I'm more than willing to
9 continue supporting the trustee and attending the 341 meeting,
10 but I'm very limited in what I have access to.

11 THE COURT: Okay. And what do you think about
12 Ms. Conway also being a responsible party, given her role at
13 the company?

14 MR. LAVALLEY: I don't want to speak for her. She
15 may or may not have information, but I suspect her response may
16 be similar to mine, which is, you know, everything was assigned
17 over to the secured creditor, the landlord.

18 THE COURT: Okay. Anything else?

19 MR. LAVALLEY: That's all I have, Your Honor.

20 THE COURT: Okay. Thank you. Mr. LaValley, I
21 appreciate it.

22 Mr. Houmand, back to you.

23 MR. HOUMAND: Yes, Your Honor. I don't have much to
24 add, except I would also mirror the points raised by counsel
25 for the petitioning creditors. I think between Mr. LaValley



1 and Ms. Conway, they should have sufficient information to put
2 together bankruptcy schedules, to the best of their knowledge,
3 statement of financial affairs, a creditor matrix, and continue
4 to testify in the then continued 341 meeting to help the
5 trustee put together the debtor's prepetition assets and some
6 of the questionable transactions and assist generally with the
7 recovery of assets for creditors.

8 THE COURT: Okay. Thank you. The Court reviewed
9 Docket Entries 30, 41 through 43, 47, 65, 68 through 71, and
10 takes judicial notice of the record in this case pursuant to
11 Federal Rule of Evidence 201. The Court also takes into
12 account the statements of counsel and of Mr. LaValley, and the
13 Court finds and concludes the motion was properly served and no
14 further notice is necessary.

15 Based on the record, the Court finds and concludes
16 that Mr. LaValley is the proper designee under Federal Rule of
17 Bankruptcy Procedure 9001(b)(5) to act as the responsible
18 person for the debtor, and Mr. LaValley does not oppose being
19 named as the designated person -- I'm sorry, being designated
20 as the responsible person. He was concerned solely with having
21 to recreate books and records.

22 While he may not have possession, custody, and
23 control of the debtor's books and records, his supplemental
24 response at Docket Entry 69 demonstrates that Mr. LaValley is a
25 knowledgeable person regarding the debtor's prepetition



1 business operations and its cessation of operations, and
2 Mr. LaValley can perform or cause to be performed the debtor's
3 duties based on his current knowledge and information, and he
4 can also provide information to the trustee in connection with
5 anything he does not have. He appeared at the 341 meeting of
6 creditors and is cooperating with the trustee as the trustee
7 tries to get up to speed.

8 And Federal Rule of Bankruptcy Procedure 9001(5) --
9 I'm sorry, 9001(b)(5), on its face, specifically states that
10 more than one party may be designated as a responsible person.
11 And based on the record, the Court will also designate
12 Ms. Conway as a responsible party, given her role as the chief
13 operating officer and the fact that she handled day-to-day
14 operations and the fact that she handled payroll and maintained
15 financial records and had QuickBook credentials and bank
16 account access and insurance information.

17 It seems as though Mr. LaValley and Ms. Conway can
18 work together to put together the best statements and schedules
19 possible under the circumstances. It's not to say that they're
20 supposed to fabricate anything, but at the same time, it seems
21 that they worked together on a day-to-day basis and that they
22 can help each other remember.

23 So, Mr. Houmand, if you would please upload a form of
24 order and Local Rule 9021 is waived.

25 MR. HOUMAND: I will do so. Thank you, Your Honor.



1 THE COURT: Okay. Thank you. And we are adjourned.

2 MR. HOUMAND: Thank you, Your Honor.

3 THE COURT: You're welcome.

4 (Proceedings concluded at 1:26 p.m.)

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15 C E R T I F I C A T I O N

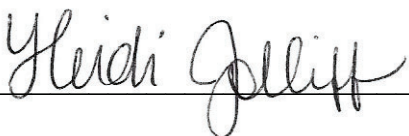
16

17 I, Heidi Jolliff, court-approved transcriber, hereby
18 certify that the foregoing is a correct transcript from the
19 official electronic sound recording of the proceedings in the
20 above-entitled matter.

21

22

23



24 HEIDI JOLLIFF, AAERT NO. 2850 DATE: June 11, 2026

25 ACCESS TRANSCRIPTS, LLC



EXHIBIT D

EXHIBIT D

CARTWHEEL ROBOTICS INC. 26-50278-LV-5-21-26 341 MOC

[Speaker 1]

We're on track 54, oh heavens, calling case number 26-50278 NRA Cartwheel Robotics, Inc. Alright, so let's start with, who do I have here representing the debtor?

[Speaker 2]

Mr. Livali? Yeah, I guess that's me.

[Speaker 1]

Alright, you're going to be testifying for the debtor today? Okay, we'll talk about that a little bit more and just lay some groundwork and some foundation, but let's start. I'm going to go ahead and I'm going to swear you in.

Okay. Go ahead and please raise your right hand. Do you solemnly swear or affirm to tell the truth, the whole truth, and nothing but the truth?

Yes. I'm sorry, you cut out just a little bit. Yes.

Alright, thank you very much. Alright, you can put your hand down. Go ahead and state your full name for the record.

[Speaker 2]

Scott Livali.

[Speaker 1]

Alright, don't go anywhere. I'm going to take appearances from some other people. So, let's start with Mr. Haman, if you'll make your appearance.

[Speaker 3]

Jacob Haman, appearing on behalf of the Chapter 7 trustee.

[Speaker 1]

Alright, Mr. Dahu? Did I get anywhere close?

[Speaker 3]

Jimmy Dahu, on behalf of Petitioning Creditors. And also on the line is Misty Hale, who is a paralegal with McDonald's Corona.

[Speaker 1]

Okay, Miss Hale, great to have you with us. Do I have any other creditors here on the line with me today? Now that, I have a whole bunch of them.

They must have logged off. So, if they decide to show back up, they can come in. We'll get them in.

Alright, and then for the record, and so there's no ambiguity on the recording. This is Trustee Sims. I'm conducting the 341 meeting.

Alright, so Mr. Livali, for the record, what was your position with the debtor?

[Speaker 2]

I was the CEO, founder, president.

[Speaker 1]

Okay, and how long did you serve in that role? Four years. Alright, do you believe that you are competent to appear and testify on behalf of the debtor today?

I believe so. Alright, did you review any of the debtor's books or records in preparation for today's meeting? No.

Okay, did you review any other documents in preparation for today's meeting?

[Speaker 2]

Only the dockets on file.

[Speaker 1]

Okay, and when you say the docket, those are the docket numbers in this case? With the court, yep. Alright, did anyone assist you in preparing for today's meeting?

Nope. Alright, and do you understand that you are testifying under oath on behalf of the debtor? Yes.

Alright, does the debtor currently have an attorney?

[Speaker 5]

Nope.

[Speaker 1]

Okay. Okay, so there's been a lot of paper filed in this case already, and I am about 5341 meetings deep, so forgive me if my memory is hazy. Did I read in one of the filings that an attorney had been consulted for bankruptcy?

[Speaker 2]

Prior to shutting down, we had spoken with multiple bankruptcy attorneys in parallel in case funding fell through.

[Speaker 1]

Okay, so you talked to multiple bankruptcy attorneys for consultations, and that was on behalf of the debtor, or you personally? The debtor. Oh, it was on behalf of the debtor, and so there's more than one consultation.

Did you pay any of these attorneys any kind of retainer?

[Speaker 2]

No. We were considering moving forward with that, but we were advised that there was no value.

[Speaker 1]

Do you recall which attorneys you met with?

[Speaker 2]

I do not.

[Speaker 1]

Okay. Do you know roughly when you would have met with them?

[Speaker 2]

It was probably back around late November, early December timeframe.

[Speaker 1]

When you say late November, early December, that would be in 2025?

[Speaker 2]

2025, yeah.

[Speaker 1]

Okay. All right. So generally, I would ask questions about the debtor's statements and schedules here, but there are currently no statements and schedules on file.

All right. So are you intending to file statements and schedules on behalf of the debtor?

[Speaker 2]

I am not.

[Speaker 1]

Okay. Is there a reason why you do not intend to file statements and schedules on behalf of the debtor?

[Speaker 2]

I do not have access to records or information.

[Speaker 1]

Okay. All right. So because we don't have schedules, that may slow us down a little bit, and so this may take a little bit more time than an ordinary 341, but I'd like to see if we can put some information on the record and lay some groundwork that we'd ordinarily get from the schedules, but we'll see what kind of information we can get today.

Okay. So let me ask you some questions about some history and some general information. So when was the debtor formed?

[Speaker 2]

What do you mean by that?

[Speaker 1]

When was the company formed? When was the corporate entity, the debtor, formed?

[Speaker 2]

About four years ago. About four years ago? Well, four plus the six months that have gone by.

[Speaker 1]

Okay.

[Speaker 2]

So I guess four and a half years ago.

[Speaker 1]

So roughly 2021 or 2022? Probably 2021.

[Speaker 2]

Okay. It was around the day coming out of COVID.

[Speaker 1]

Okay. Oh, COVID. What a fun time.

All right. And when the debtor was initially formed, what type of entity was it? Was it an LLC, corporation?

It was a corporation. All right. Was it always a corporation?

[Speaker 4]

Yes.

[Speaker 1]

Okay. And what type of corporation was it? Was it S Corp, C Corp?

It was C Corp, I believe. C Corp. Okay.

And the corporate... Let me turn it off. Sorry, all the beeping from my computer.

All right. Did the debtor's corporate structure ever change? No.

Okay. Who were the original owners or shareholders of the debtor?

[Speaker 2]

The company was founded by Samantha Conway and myself.

[Speaker 1]

All right. And what percentage ownership did each party have?

[Speaker 2]

I don't recall, but I was likely around 80%. Okay.

[Speaker 1]

She might have been 20%. So roughly, and this is an estimate, you had 80, she had 20, and you

were the only two shareholders. Approximately.

Is that fair to say?

[Speaker 4]

Okay. Yes.

[Speaker 1]

Yeah. All right. Did ownership interest, the amount of ownership interest ever change over time?

[Speaker 2]

Yes, as we gave shares to employees and to vendors.

[Speaker 1]

Okay. So vendors and employees received shares over time? Yes.

About, I mean, did anyone receive more than 1% of the company?

[Speaker 4]

Yeah. Yeah.

[Speaker 1]

Okay. And who held additional shares?

[Speaker 2]

I don't have the cap table in front of me, but there was quite a few names.

[Speaker 1]

Okay. Was it more than 10? More than 20?

It was probably more than 10. More than 10? Less than 20?

More than 50? More than 10, less than 20, I'd say. Okay.

All right. Okay. And did any of those parties transfer any ownership interest?

Were any interests ever sold? No. Not that I'm aware of.

All right. Was there any restriction on transferring ownership?

[Speaker 2]

I don't believe so.

[Speaker 1]

Okay. And I know you said vendors and employees. Were any investors brought into the company?

[Speaker 2]

The first two years, we were completely bootstrapped with one large anchor customer.

[Speaker 1]

Okay. So you had a customer? Yep.

Okay. Did the company maintain capitalization tables or shareholder records? Yes.

All right. Where are those records currently located?

[Speaker 2]

I believe we used Carta.

[Speaker 1]

Carta. So who served as the debtor's officers? Samantha Conway.

Okay. So you were the CEO? I was the CEO.

And she was the COO? She was the COO. All right.

Were there any other officers? No. Did the debtor have a board of directors or managers?

[Speaker 2]

Yes. Who served on that board? Multiple people over the last two years of business.

[Speaker 1]

Okay. So within—let's see. I have to stop and consult and see what day today actually is.

So during 2025, who were the members of the board?

[Speaker 2]

I believe Sam Tolkoff was a member going into 2025.

[Speaker 5]

Okay.

[Speaker 2]

Gene Wong.

[Speaker 5]

Okay.

[Speaker 2]

Bob Christopher. And then I think Mudar Ali. I don't know.

I haven't heard the last name.

[Speaker 1]

Okay. All right. Any other board members?

[Speaker 2]

And I think Samantha Conway was a board member for a short period of time.

[Speaker 1]

Okay. For a short period of time. Do you recall if that was in 2025?

[Speaker 2]

I believe—yes, it was.

[Speaker 1]

Okay. Were formal meetings of the board held? Yes.

All right. Were minutes maintained for those meetings?

[Speaker 2]

Yes.

[Speaker 1]

All right. Who prepared or maintained the minutes? Corporate counsel.

Okay. And who was your corporate counsel?

[Speaker 2]

We had multiple attorneys over the life of the business, starting with Craig Macy. Craig Macy.

[Speaker 1]

Then Holland and Hart. Okay. Do you recall who at Holland and Hart?

Chris.

[Speaker 2]

I don't remember his last name.

[Speaker 5]

All right.

[Speaker 2]

And then we had Fenwick and West.

[Speaker 5]

Okay.

[Speaker 2]

And then Eric, and I don't recall—or I can't even pronounce the law for—was the last attorney.

[Speaker 1]

Okay. And that was the name of the law firm or the lawyer?

[Speaker 2]

That was the lawyer's name. It was Eric.

[Speaker 1]

Okay. So Eric, and we couldn't pronounce the last name. Do you recall what firm he was with?

[Speaker 2]

I don't have it in front of me. It's a tough one to pronounce. I'm searching to see if I can find it online here.

[Speaker 4]

Okay.

[Speaker 2]

Rick Ragattani Fretsa? R-A-G-G-H-I-A-N-T-I-F-R-E-I-T-A-S.

[Speaker 1]

Okay. Well, you weren't getting it, so I have to pronounce it. All right.

Okay. Okay, so corporate counsel maintained the minutes. Do you know if corporate counsel continues to have copies of those minutes?

[Speaker 2]

I have no idea.

[Speaker 1]

Okay. All right. Who had authority to approve financial transactions on behalf of the debtor?

[Speaker 2]

What type of financial transactions?

[Speaker 1]

Well, let me ask just generally, who approved financial transactions, and was there like a dollar limit over which there needed multiple signers? What kind of signers?

[Speaker 2]

No, we had no process like that. Okay.

[Speaker 1]

All right. Were there any transactions that required board approval?

[Speaker 2]

No. Okay. I mean, like procuring items, buying things?

[Speaker 1]

I mean, just anything, if there was any kind of safeguard wherein transactions.

[Speaker 2]

I think there may have been something in the convertible note that said any purchase over like \$50,000 or \$100,000 or something like that had to be approved by the board.

[Speaker 1]

Okay.

[Speaker 2]

But I don't remember the exact language.

[Speaker 1]

All right. Can you reference a convertible note? What is that?

[Speaker 2]

That's the note that the financing was taken under.

[Speaker 1]

Okay. Okay.

[Speaker 2]

That was prepared by Craig Macy. Okay. Who also represented Reno Seed Fund.

Who represented both parties.

[Speaker 1]

Okay.

[Speaker 2]

The investor and the company.

[Speaker 1]

Okay. How are the debtor's books and records maintained?

[Speaker 2]

I think we use QuickBooks.

[Speaker 1]

All right. I'm terrified to ask, was it the online one or was it the desktop one?

[Speaker 2]

I believe it was the online one, but I never touched it.

[Speaker 1]

Okay. Fair enough. Who maintained the financial records?

Samantha Conway. Okay. And so she would know whether it was QuickBooks or some other service?

[Speaker 2]

I'm pretty sure it was QuickBooks.

[Speaker 1]

And would she know the debtor's access information for QuickBooks?

[Speaker 2]

She would be the one that held those credentials at the time.

[Speaker 1]

All right. Did the debtor ever employ an outside accountant or bookkeeping service?

[Speaker 2]

Yes.

[Speaker 1]

Okay. And what was that? Who was that accountant?

I don't know. I don't recall their names. All right.

Would Ms. Conway know? She might know. All right.

Who prepared the debtor's tax returns? Well, did the debtor file tax returns?

[Speaker 2]

We did, and it was with the same CPA, the bookkeeping firm.

[Speaker 1]

Same CPA or bookkeeper filed the taxes?

[Speaker 2]

We went through two CPAs.

[Speaker 1]

Okay. Do you remember either of them?

[Speaker 2]

I don't remember either of the names.

[Speaker 1]

Okay. And so who actually filed the taxes? Did the CPA prepare them and give them to the company, or did they file them on behalf?

How did that work?

[Speaker 2]

I don't recall. I think they prepared them, and we may have filed them.

[Speaker 1]

Okay. Did the debtor file any state tax returns?

[Speaker 2]

I believe we had to file state returns with quite a few different states, based on the employees and where they were residents.

[Speaker 1]

Okay. Do you recall any of the states where the returns were filed?

[Speaker 2]

I believe California, Colorado, and Nevada.

[Speaker 1]

Okay. Were all the tax returns timely filed?

[Speaker 2]

I believe everything was done on time. Okay.

[Speaker 1]

Were any tax returns extended?

[Speaker 2]

I don't believe so.

[Speaker 1]

Were any tax returns amended?

[Speaker 2]

I don't believe so.

[Speaker 1]

What was the last tax year for which the debtor filed returns?

[Speaker 2]

I do not know. I'm assuming whatever tax year would be current.

[Speaker 1]

Okay. All right. Do you know if there were any returns that were prepared but not filed?

[Speaker 2]

I don't recall. I don't think so.

[Speaker 1]

Okay. Do you know where the debtor's tax records are currently located?

[Speaker 2]

I do not.

[Speaker 1]

Okay. Do you know if the debtor still possesses copies of its filed tax returns?

[Speaker 2]

Doubtful, because everything was handed over to the secured creditor. Okay.

[Speaker 1]

Were any audits ever conducted of the debtor?

[Speaker 2]

No.

[Speaker 1]

Okay. Did the debtor ever prepare internal financial statements?

[Speaker 2]

Like 13-week cash flows?

[Speaker 1]

Yeah.

[Speaker 2]

Yeah, we did those often.

[Speaker 1]

Okay. Do you know where those are at?

[Speaker 2]

I do not. I'm assuming everything's in the possession of the secured creditor.

[Speaker 1]

Okay. Did the debtor prepare any solvency analyses?

[Speaker 2]

What do you mean, solvency analysis?

[Speaker 1]

Did the debtor ever prepare an analysis as to whether it was solvent? Did it prepare any kind of books or records?

[Speaker 2]

No, but we did do some analysis towards the end on runway and insolvency.

[Speaker 1]

All right. When was that performed?

[Speaker 2]

It was all around the December timeframe last year.

[Speaker 1]

All right. So around December 2025?

[Speaker 2]

Yes.

[Speaker 1]

Okay. All right. Let's see.

How was the debtor initially capitalized?

[Speaker 2]

We had a large contract with a company in L.A. And what was the company? It's Confidential.

[Speaker 1]

Confidential based on?

[Speaker 2]

The NDA that was signed with the company, not the discloser name.

[Speaker 1]

Okay. Do you have a copy of the NDA?

[Speaker 2]

I do not.

[Speaker 1]

All right. When was that contract procured?

[Speaker 2]

The whole company was founded around that contract.

[Speaker 1]

Okay. And was the contract performed under? What was the status of the contract when the company ceased?

We had no contract at that time. Okay. So when was the contract fulfilled?

[Speaker 2]

Two years into the company's life.

[Speaker 1]

All right. So you had a contract and so did they pay you money up front and that's how the company was capitalized? Or where did the money disappear?

[Speaker 2]

I put in some money and Samantha put in some money.

[Speaker 1]

Okay. Do you recall about how much you put in?

[Speaker 2]

I don't. Maybe \$20,000.

[Speaker 1]

Okay. Do you recall about how much Samantha put in?

[Speaker 2]

Maybe five. Okay. All right.

I think whatever percentage we ended up having was based, I think, on how much cash we put in at the time.

[Speaker 1]

All right. And the contribution would have been back in 2021?

[Speaker 2]

Yeah, sometime around then.

[Speaker 1]

All right. Okay. Were there ever any other additional cash contributions?

[Speaker 2]

We raised a round of funding.

[Speaker 1]

Okay. And what did people receive in exchange for the funding?

[Speaker 2]

Nothing.

[Speaker 1]

Okay. So they didn't receive equity interest or anything?

[Speaker 2]

No. They were all debtors.

[Speaker 1]

Okay. Did the debtor have employees? Yes.

All right. How many employees did it have at its peak? Probably nine at the peak.

Okay. Who processed the payroll? Samantha.

Okay. And was the payroll company or software utilized?

[Speaker 2]

We used the payroll company, yeah.

[Speaker 1]

Do you recall which one?

[Speaker 4]

What's the name of it? Gusto, I think.

[Speaker 1]

Okay. All right. Were payroll taxes returns filed?

[Speaker 2]

I think so.

[Speaker 1]

All right. And were forms 941 filed quarterly?

[Speaker 2]

I would suspect so, but I don't even know what that form is.

[Speaker 1]

Okay. I am learning what that form is very vividly. Were forms W-2 issued to employees?

[Speaker 2]

I believe Gusto handled all that. Okay.

[Speaker 1]

And were payroll taxes timely paid?

[Speaker 2]

I think that was all automatically handled by the payroll service.

[Speaker 1]

All right. Did the debtor ever have any problems paying payroll taxes?

[Speaker 5]

No.

[Speaker 1]

All right. So was the debtor required to collect or remit any sales tax?

[Speaker 2]

I don't think so. I mean, we weren't selling anything. We were providing a service.

[Speaker 1]

I didn't think that would be the case. You're right. I couldn't tell.

All right. So who currently controls the debtor's corporate records?

[Speaker 2]

Everything was handed over and assigned to the secured creditor.

[Speaker 5]

Okay.

[Speaker 2]

So that would be, I think, Autonomous Ops or, yeah, I think it's Autonomous Ops.

[Speaker 1]

Okay. So when you were referencing the secured creditor, you're saying Autonomous Ops?

[Speaker 2]

I believe that's what the note and the assignment were under.

[Speaker 1]

All right. And they also have control of the debtor's electronic records?

[Speaker 2]

Everything was assigned over at that time to satisfy the debt.

[Speaker 1]

All right. And cloud storage systems was also assigned?

[Speaker 2]

I don't have a copy of the agreement of the paperwork that was assigned for that assignment and transfer, but I believe it included everything.

[Speaker 1]

All right. Did the debtor issue any preservation demands to employees, insiders, or affiliated

entities? What does that mean?

Was anyone contacted and told to preserve any data they might have?

[Speaker 2]

No. All right. So...

No, but... Yeah.

[Speaker 1]

All right. Forgive me. We're a few minutes in, 20 minutes in, and I have not put this on the record.

What type of business was the debtor in for the record? Robotics. Okay.

And what products and services did the debtor provide?

[Speaker 2]

We provided engineering services. We never... I mean, we didn't have a product.

We were developing a product.

[Speaker 1]

Okay. So were you developing a single product, or were you developing...

[Speaker 4]

We were developing a whole tech stack.

[Speaker 1]

Okay. All right. So...

Let's see. Did the debtor ever generate any revenue? Yes.

All right. How much revenue did the debtor generate in 2023, approximately?

[Speaker 2]

I don't know per year, but total, approximately \$4 million. Okay.

[Speaker 1]

So that would be total during the time that the debtor existed?

[Speaker 2]

Yes. Okay.

[Speaker 1]

All right. All right. When did the debtor cease active operations?

[Speaker 2]

I believe I was terminated, laid off, whatever it was, around the December timeframe, late December.

[Speaker 1]

All right. And did... How did wind-down happen?

Did it happen all at once, or was it a gradual wind-down?

[Speaker 2]

It was a free-for-all. It was a free-for-all? I mean, literally, we ran out of money.

[Speaker 1]

Okay.

[Speaker 2]

And there's nothing to keep the doors open.

[Speaker 1]

Okay. So when did...

[Speaker 2]

There's no... Zero support being given.

[Speaker 1]

Okay. So you say you ran out of money. Did that happen in December?

Yes. All right. So November you guys had plenty of money, and then December no?

Plenty of money?

[Speaker 2]

No. No. I think we forecasted being out of money in October.

[Speaker 1]

Okay.

[Speaker 2]

So in October you... Pinched by to sometime in December.

[Speaker 1]

All right. So you said... So in October you created some of those forecasts, and it said you're going to run out of money in December?

[Speaker 2]

Yep. All right. No, no, no.

Sorry. We had forecasts saying we were going to run out of money in October.

[Speaker 1]

Okay.

[Speaker 2]

Oh, okay. So you... And all the investors were very aware of it.

[Speaker 5]

Okay.

[Speaker 2]

All right. We were asking and trying to raise money.

[Speaker 1]

Okay.

[Speaker 2]

For a very long time.

[Speaker 1]

So you had forecasting earlier in 2025 that says in October you're going to be out of money,

right?

[Speaker 2]

We had forecasting on almost a weekly basis to present to Gene Wong on his request.

[Speaker 1]

So Gene Wong, who was one of the board members, is that right?

[Speaker 2]

He's an investor. Investor. He's a creditor to this bankruptcy case, petition creditor, and he was a board member at one point in time.

At one point he was a board member.

[Speaker 1]

Okay.

[Speaker 2]

And so you guys... But he was never properly appointed as a board member. Okay.

So he was removed.

[Speaker 1]

Okay. I'm not going to get into that today. That's a rabbit hole for other people to dive down.

So you guys were, this Gene Wong guy, you guys were giving him reports that says, hey, we're going to run out of money in October?

[Speaker 2]

He had a heads up from almost the day that he put in money as to exactly when we were going to run out of money.

[Speaker 1]

Okay.

[Speaker 2]

We were very accurate on forecasting.

[Speaker 1]

Okay. All right. So would it be fair to say that about July you were forecasting to people that we're going to run out of money in October?

[Speaker 2]

I mean, it depended on what... We raised a couple of rounds of money. And then we had a rolling round that lasted over a period of six to eight months.

[Speaker 5]

All right. When did that round...

[Speaker 2]

So we were about to run out of money. Then we get some money. Then we were about to run out of money.

And we get some money. And we did this the entire time.

[Speaker 1]

So when was that last... You said there was a round as you were on the down and then back up. When was the last...

[Speaker 2]

So we raised a safe round. I don't recall the timing of that. Okay.

But it was probably four months, maybe five months before becoming insolvent.

[Speaker 1]

You just mentioned that you were projecting October. You managed to stick it out until December. Did you institute any cost-cutting measures?

Yeah, we laid off the team. Okay, you laid off the team. When you say laid off the team, about how many people was that?

[Speaker 2]

Everybody but three of us.

[Speaker 1]

Everybody but three of you. Okay.

[Speaker 2]

And we ended all contracts.

[Speaker 1]

Okay. And so they were laid off, not terminated?

[Speaker 2]

They were laid off.

[Speaker 1]

They were laid off. Okay. All right.

Let me ask you a little bit about robots. So what robotic systems or robotic prototypes did the debtor develop?

[Speaker 2]

We developed actuation technology and a humanoid robot.

[Speaker 1]

Okay. Actuation technology. What on earth is actuation technology?

[Speaker 2]

It's a motor. So an actuator is a motor.

[Speaker 1]

Okay.

[Speaker 2]

Combined with sensors and a gearbox.

[Speaker 1]

Okay. And then you developed a humanoid robot.

[Speaker 4]

Yes.

[Speaker 1]

All right. And is it just the one humanoid robot? Or were there other...

[Speaker 2]

We were developing a prototype robot. Okay. And it took many different forms over the last year of business.

[Speaker 1]

All right. So it probably would have... Would it be fair to say...

So are we talking about Yogi?

[Speaker 2]

At one point in time, it became Yogi. Okay. But it was other things prior to becoming Yogi.

Okay.

[Speaker 1]

So it was always kind of a single thing?

[Speaker 2]

We never had the money to develop more than one thing. So the one thing was changing and becoming different embodiments over time.

[Speaker 1]

All right. So how did Yogi start out? What was its original purpose?

Or the thing that became Yogi, how did it start out?

[Speaker 2]

I guess I'm confused.

[Speaker 1]

I'm also confused, so we're confused together. So there was this robot prototype, right?

[Speaker 2]

Yep.

[Speaker 1]

Okay. And was that what the initial contract was founded around?

[Speaker 2]

No. The initial contract was to develop two humanoid robots. To finish the development of the humanoid robot and deliver two prototypes of that robot to the customer who owned all that.

[Speaker 1]

Okay, so you developed two robot prototypes for this customer and the customer owned the prototypes? Did the customer own all the source code, everything?

[Speaker 2]

Everything.

[Speaker 1]

Okay. All right. And so after that was done, did you start a new robotic prototype?

[Speaker 2]

Then we started bootstrapping with the money that we made to start developing an actuator first, and then the actuator combined with a link started to form a leg, and then the leg became two legs, and then two legs became two legs and a torso, and then that became two legs and a torso and an arm, and then two arms and a robot.

[Speaker 1]

Okay, so is it fair to say there was a finished robot prototype?

[Speaker 2]

Nothing was ever finished. Okay. Not at all.

Everything was very much in an R&D state and never at any point in time complete.

[Speaker 1]

Okay. So it wouldn't have been considered complete.

[Speaker 2]

We needed to raise about another \$5 million to get it to completion.

[Speaker 1]

All right. Was there ever a function?

[Speaker 2]

At a bare minimum, by the way. We were trying to raise \$15 million.

[Speaker 1]

Okay. Was there ever a functioning prototype?

[Speaker 2]

We had various elements that functioned. Okay. So we had an actuator that functioned.

[Speaker 5]

Okay.

[Speaker 2]

We had a leg that functioned. We had a lower body that functioned. We had an upper body that functioned.

But we never had a fully working humanoid robot.

[Speaker 1]

Okay. All right. Did the debtor maintain engineering documentation for the robot prototypes that he was developing?

[Speaker 2]

We were purely R&D and operating at a very fast pace, and so nothing was ever properly documented.

[Speaker 1]

Okay. Did the debtor develop proprietary software, source code, or technical designs?

[Speaker 2]

I'm sure. Okay.

[Speaker 1]

Did the debtor maintain source code repositories? Yes. All right.

And what platforms were utilized?

[Speaker 2]

We used GitHub.

[Speaker 1]

Okay.

[Speaker 2]

I think I mentioned that in my sworn testimony.

[Speaker 1]

Testimony today or...? No, no. The thing I filed. There's been a lot of paper on this case already.

All right. Who had administrative access to the GitHub?

[Speaker 2]

The individual that was administering GitHub was Vinay.

[Speaker 1]

The who? Vinay. Vinay.

Who's Vinay? He was a software engineer, control engineer. All right.

Who managed user permission and credentials?

[Speaker 2]

I believe there were multiple admins at the time. Estev, I think, was an admin at the time. All right.

I believe we even had a contractor as an admin at the time.

[Speaker 1]

All right. Who controlled multi-factor authentication systems?

[Speaker 2]

I don't think we ever used multi-factor authentication.

[Speaker 1]

Okay. You're very lucky. All right.

[Speaker 2]

So did the debtor maintain...? We were running super scrappy.

[Speaker 1]

Okay. All right. All right.

Let's see. All right. Does the debtor still possess the credentials or access to the GitHub?

[Speaker 2]

The debtor does not possess anything other than debt.

[Speaker 1]

Okay. So who possesses the credentials to log into the GitHub?

[Speaker 2]

Everything was assigned to the secure creditor.

[Speaker 1]

Okay. All right. Did the debtor use any confidentiality agreements or invention assignment agreements with its employees?

Yes. Okay. Who currently has possession of those agreements?

[Speaker 2]

I'm assuming previous past attorneys and the secure creditor.

[Speaker 1]

Okay. So what equipment did the debtor utilize in its operation? I mean, lots of different equipment.

Lots of different equipment. All right. Well, did the debtor own any manufacturing or testing equipment or did it just lease everything?

[Speaker 2]

No, we owned equipment.

[Speaker 1]

You owned equipment. All right. How much did you pay for the equipment?

[Speaker 2]

I have no recollection of that.

[Speaker 1]

Okay. Did the debtor own any specialized hardware? Specialized hardware.

[Speaker 2]

Give me an example.

[Speaker 1]

Do you have any robot parts lying around? Well, yeah. Why do you have them lying around?

Yeah. Okay. Yeah.

Okay. So it maintained some inventory, some components, some spare parts. All right.

Yeah. And it had machines it could manufacture?

[Speaker 2]

We never had spare parts. We only had enough parts for what we were trying to build.

[Speaker 1]

All right. So how did you build the parts? I'm scared to ask.

I mean, did you have machines that could make them? Did you have to, like, buy them off Amazon? Like, how do you get robot parts?

[Speaker 2]

We made parts. Okay. We bought parts.

It was a combination of all of the above.

[Speaker 1]

Okay. Was any appraisal or valuation ever conducted concerning the debtor's assets? Yes.

All right. And who conducted that appraisal?

[Speaker 2]

A third party out of Las Vegas.

[Speaker 1]

A third party out of Las Vegas? Do you recall the third party? I don't.

All right. When was it conducted?

[Speaker 2]

Would have been in the December time frame when we were pursuing both trying to finance the company and other options.

[Speaker 1]

Okay. So a third party out of Las Vegas conducted an appraisal in December. What categories of assets were evaluated?

[Speaker 2]

I mean, the whole company was evaluated. He drove up and spent the day with us on site.

[Speaker 1]

Okay. And did he assign a valuation to the whole company or did he assign a valuation to individual categories of assets?

[Speaker 2]

He assigned a value to the assets. Okay. What was the value he assigned, he or she?

I don't recall, but it was way under \$100,000.

[Speaker 1]

Okay. Do you recall, was it more than \$50,000?

[Speaker 2]

It was more than \$50,000, less than \$100,000, I believe.

[Speaker 1]

All right. Did that valuation include the source code?

[Speaker 2]

He made a statement that without proper documentation and without the team to support that software, that software had no value.

[Speaker 1]

Do you have any idea where a copy of that appraisal would be?

[Speaker 2]

I'm sure the secured creditor has all that information. All right.

[Speaker 1]

Okay. All right. So did the debtor operate from a physical location?

[Speaker 2]

Yes.

[Speaker 1]

All right. And where was that?

[Speaker 2]

6127 Reno Highway, I believe is the address.

[Speaker 1]

Okay. And who owned that premises?

[Speaker 2]

I believe it was owned by William LaValle.

[Speaker 1]

William?

[Speaker 2]

Or, well, it was probably owned by Thomas Ops.

[Speaker 1]

Okay.

[Speaker 2]

Actually, I don't know the ownership structure.

[Speaker 1]

Okay. I don't know the ownership structure. Was the debtor's principal place of business always located at that 6127 location?

[Speaker 2]

No.

[Speaker 5]

Okay.

[Speaker 2]

Where was it? Well, let me just try to recall when we founded the company what address was used, because I was traveling the world in my fifth wheel for the first year of business.

[Speaker 1]

Okay. So...

[Speaker 2]

We had no brick and mortar at the time.

[Speaker 1]

So for, like, the last... from 2024 and 2025, would it have been at the 6127 location?

[Speaker 2]

As soon as we established a footprint, it would have been at that location, yes.

[Speaker 1]

All right. And you said you don't know who owned the premises?

[Speaker 2]

I don't know the ownership structure.

[Speaker 1]

You don't know the ownership structure. So it was... effectively, it was either your father or some entity owned by your father, essentially?

[Speaker 2]

That's what I... I believe that's correct, yes.

[Speaker 1]

Okay. Do you know if ownership was consistent for the occupancy of the debtor? In other words, did the same entity or person own that premises the entire time?

[Speaker 2]

I believe so, but I do not have... I was not privy to any of that. All right.

[Speaker 1]

Was there a written lease agreement? Yes. All right.

And when was the lease entered into?

[Speaker 2]

I believe when we took occupancy of the building. All right. Do you know when that was?

Roughly? I'm horrible with dates. It would have been a year after, or six...

probably six months after founding. So I don't know if this output is in 2022.

[Speaker 1]

Probably. Probably. So around 2022?

Okay.

[Speaker 2]

Okay.

[Speaker 1]

All right. What was the monthly rent obligation?

[Speaker 2]

I don't recall. I believe we were paying maybe \$1, \$1.25 a square foot.

[Speaker 1]

\$1.25. Do you know about how big the place was?

[Speaker 2]

Well, we had... we occupied different amounts of the building at different times.

[Speaker 5]

Okay.

[Speaker 2]

So I don't... I believe, you know, the back building we occupied for, I think, the entire time was 4,000 square feet.

[Speaker 5]

Okay.

[Speaker 2]

So the rent was probably somewhere between \$4,500 to \$6,000 maybe.

[Speaker 1]

Okay. All right. Were there ever any amendments or modifications to the lease?

[Speaker 2]

I don't believe so.

[Speaker 1]

All right. Did the debtor ever sublease any portion of the premises?

[Speaker 2]

Sublease to...? To anyone.

[Speaker 1]

Did it ever sublease any portion?

[Speaker 2]

Oh, did the debtor? No. No, no, no.

We didn't do that.

[Speaker 1]

All right. Did any affiliated entities operate from the same premises?

[Speaker 5]

No.

[Speaker 2]

Okay.

[Speaker 1]

All right. And for the record, does the debtor still occupy or control the premises? No.

Okay. When did the company cease occupying the premises?

[Speaker 2]

It was all abandoned and assets transferred at the same time around the December timeframe.

[Speaker 1]

All right. And how did... okay, you say abandoned.

How did the debtor relinquish possession of the premises?

[Speaker 2]

It handed over keys and access.

[Speaker 1]

Okay. And left. So there was just...

you handed keys back to the landlord? Yep. Was there an eviction?

[Speaker 2]

I believe we were issued an eviction and multiple notices.

[Speaker 1]

Okay. Was there a notice to pay rent or quit?

[Speaker 2]

Yes.

[Speaker 1]

Do you recall when that was served?

[Speaker 2]

I don't. I mean, it all happened so quickly in the December timeframe.

[Speaker 1]

So it would have been about December? I believe so. All right.

Was any litigation ever filed concerning possession of the premises?

[Speaker 2]

I don't believe so.

[Speaker 1]

All right. Do you know if there was ever a judgment for possession entered? I don't believe there was.

All right. Do you know if a writ of restitution or writ of possession was ever issued?

[Speaker 2]

I don't know what that is.

[Speaker 1]

Okay. All right. What property remained at the premises when the operation ceased?

[Speaker 2]

All assets of Cartwheel.

[Speaker 1]

All right. Generally, what does that include?

[Speaker 2]

Oh, I mean, we could be here all day.

[Speaker 1]

I know. Give me, like, the rough buckets of assets.

[Speaker 2]

Mechanical parts. Okay. Prototype parts.

Scopes. Power supplies. Computers.

Machine equipment.

[Speaker 1]

Okay.

[Speaker 2]

Tooling.

[Speaker 1]

Okay. And did the debtor own or lease any vehicles ever?

[Speaker 2]

Yes.

[Speaker 1]

Yes. What vehicles?

[Speaker 2]

I've only used leases.

[Speaker 1]

Okay. So there were leases of vehicles? Oh, sorry.

What was the question? Did the debtor own any vehicles or lease any vehicles? Vehicles, yes.

Okay. And, like, company cars? Yes.

Okay. And were those provided to employees?

[Speaker 2]

They were provided to employees when necessary, yes.

[Speaker 1]

Okay. And what happened to those leased vehicles?

[Speaker 2]

They were all assigned to the security creditor. Okay.

[Speaker 1]

And that was done around December? Yes. All right.

All right. Did the debtor maintain insurance coverage during its operations? Yes.

All right. So did the debtor have premises and general liability insurance?

[Speaker 2]

I would assume so, but I don't know. I can't speak to the exact insurance that we held.

[Speaker 1]

All right. Who was responsible for obtaining or renewing the insurance coverage? Samantha.

Okay. So she would know more information about the types of insurance coverage?

[Speaker 2]

Yep.

[Speaker 1]

We were fully insured, though.

[Speaker 2]

I always make sure that we were fully insured.

[Speaker 1]

Okay. All right. Do you know if there were directors and officer insurance?

[Speaker 2]

There was.

[Speaker 1]

All right. Do you know who the carrier for that was? I don't.

All right. Do you know what the policy periods might have been?

[Speaker 2]

No. All right. I built robots.

I did not handle any of the day-to-day operations.

[Speaker 1]

Fair enough. All right. Do you know if there was workers' compensation coverage?

[Speaker 2]

Uh, if that was required, we likely had it.

[Speaker 1]

All right. Okay. Do you know if any claims were ever submitted under any insurance policy of the debtor?

[Speaker 2]

I don't believe so. All right.

[Speaker 1]

Do you know if the insurance premiums were paid cash or if you used a premium financing company?

[Speaker 2]

I have no idea.

[Speaker 1]

Okay. All right. Let's see.

All right. Did the debtor maintain bank accounts during its operations?

[Speaker 2]

Yes.

[Speaker 1]

All right. Where did the debtor maintain bank accounts?

[Speaker 2]

I believe D of A, but I'm sure there were other banks.

[Speaker 1]

Okay.

[Speaker 2]

All right.

[Speaker 1]

And did the debtor maintain a separate operating account and a separate payroll account?

[Speaker 2]

I believe there were many accounts.

[Speaker 1]

Many accounts. All right. All right.

Who had signatory authority on the debtor's accounts? I believe Samantha Conway did. I may have.

I don't know. Okay. Who had online access to the debtor's accounts?

I believe Samantha did. All right. And who controlled passwords on authentication credentials?

[Speaker 2]

I think all passwords and credentials were held by Samantha.

[Speaker 1]

We talked about this a little, but were dual signatures ever required for any transactions?

[Speaker 2]

I don't believe so.

[Speaker 1]

Okay. And were employees ever issued company debit cards?

[Speaker 2]

I believe we may have issued one or two.

[Speaker 1]

Who would have received them?

[Speaker 2]

I may have received one, and Brian Rowe may have received one. All right.

[Speaker 1]

Did the company have any company credit cards?

[Speaker 2]

Is that what you were just asking?

[Speaker 1]

No, I was asking about bank account debit cards.

[Speaker 2]

Oh. I'm talking about separate credit. No, I don't think we ever issued debit cards.

[Speaker 1]

Okay.

[Speaker 2]

We issued credit cards. Okay.

[Speaker 1]

So the company had credit card accounts?

[Speaker 2]

Yeah.

[Speaker 1]

Who was the credit card account with?

[Speaker 2]

I don't recall. I think we may have had an Amex account. We probably had a credit card with Bank of America, but we may have had others, too.

[Speaker 1]

All right.

[Speaker 2]

What I do know is I personally guaranteed everything.

[Speaker 1]

Okay. You personally guaranteed the credit cards? I had to.

Okay. And have you received any collection notices from any of the credit cards? I believe I received something from American Express.

So did the debtor maintain monthly bank statements?

[Speaker 2]

I believe I had to pay American Express somebody to clear that debt out of my personal account.

[Speaker 1]

Okay. So did the debtor maintain any monthly bank statements?

[Speaker 2]

I'm sure we did. Yeah.

[Speaker 1]

Do you know if the QuickBooks or accounting records were reconciled against the bank statements?

[Speaker 2]

We ran a pretty clean business, so I believe all that was on the up and up.

[Speaker 1]

All right. Do you know if those accounts were ever closed, the bank accounts we talked about?

[Speaker 2]

I don't think anything was officially closed. I think it just all kind of was left in limbo.

[Speaker 1]

Okay. Was there any money in the accounts when the debtor ceased operations?

[Speaker 2]

We were probably down to maybe \$1,000 in the bank, \$1,500 in the bank.

[Speaker 5]

Okay.

[Speaker 1]

All right. I have quite a few questions left, but I've been talking for a good long while. Well, let me do one more.

Well, Mr. Dahu, how long do you have questions for? Because I still have quite a few questions. About what time frame are you expecting to take?

[Speaker 3]

10 to 15 minutes maybe, if not less.

[Speaker 1]

All right. I'll go one more section. Well, let me ask one more section, and then I'll turn the time over to Mr. Dahu, and then we'll try and end by 5 o'clock. All right. Mr. LaValle, I'd like to ask some questions. Do you know of an entity called 6127 Reno Highway LLC?

I'm not familiar with the name. Okay. How is it you're familiar with the name?

[Speaker 2]

I think it was mentioned in the bankruptcy dockets.

[Speaker 1]

Do you know what relationship 6127 Reno Highway had to the debtor?

[Speaker 2]

It was either Thomas Ops or that entity that you mentioned that was the landlord.

[Speaker 1]

Okay. Do you know who owns or manages 6127 Reno Highway LLC? I don't.

All right. I'm just going to call it 6127 so that I don't have to repeat a long name. Okay.

All right. Do you know if any officers, directors, or employees or shareholders of the debtor have an ownership interest in 6127? It's possible.

All right. Do you know if any officers, directors, employees, or shareholders of the debtor serve as officers, directors, or employees of 6127?

[Speaker 2]

You're going to have to say that again. That was a long one.

[Speaker 1]

Do you know if any officers, directors, employees, or shareholders of the debtor serve as officers, directors, or employees of 6127? In other words, does it share officers?

[Speaker 2]

I am not familiar with 6127. I'm not familiar with their structure.

[Speaker 1]

Okay. But you are familiar with 6127? Yes.

Okay. All right.

[Speaker 4]

Per the documents.

[Speaker 1]

Okay. You mentioned that there was a lease in place and that that lease was part of it.

[Speaker 2]

It may have been with 6127. It may have been with Autonomous Ops. I do not know.

[Speaker 1]

Okay.

[Speaker 2]

How... Which is Mizzou.

[Speaker 1]

All right. How far had the debtor fallen behind on rent when it ceased operations?

[Speaker 2]

I think we had a year's worth of rent that had not been paid, and that was put under a note.

[Speaker 1]

Okay. And when did the debtor stop making rent payments?

[Speaker 2]

Oh, I don't know. I didn't control the payments. All right.

But I know we had some agreement in place for a year's worth of back-due rent or past-due rent.

[Speaker 1]

Okay. So you had past-due rent. Did the debtor enter into a security agreement involving 6127?

[Speaker 2]

Either 6127 or Autonomous Ops. I grouped them as landlord.

[Speaker 1]

Okay. So whoever the landlord was, was there a security agreement with that landlord? Yes.

All right. When was that agreement prepared?

[Speaker 2]

I don't recall the time frame.

[Speaker 1]

Well, was it prepared before...

[Speaker 2]

It was prepared before we ever took any financing. Okay. I believe.

All right.

[Speaker 1]

Do you recall when it was executed?

[Speaker 2]

No. I don't have the dates in front of me.

[Speaker 1]

All right. Well, was it executed in 2025?

[Speaker 2]

No. Maybe early 2025 or late 2024, and I don't know. Do you know who prepared that agreement?

I believe Craig Macy, our corporate counsel at the time.

[Speaker 1]

Okay. Do you recall who would have participated in discussions concerning the agreement?

[Speaker 2]

I'm assuming all parties involved in the agreement.

[Speaker 1]

All right. And what assets were identified as collateral under the agreement?

[Speaker 2]

I believe it was written as all assets.

[Speaker 1]

All right. So essentially, substantially all the assets of the debtor?

[Speaker 4]

Yes.

[Speaker 1]

All right. And this is when the debtor missed rent payments?

[Speaker 2]

I believe we had a month's past due rent on the books.

[Speaker 1]

Okay. All right. Was the agreement ever presented to the board?

[Speaker 2]

No, it was formalized as a note. Okay.

[Speaker 1]

Was that agreement...

[Speaker 2]

Sorry, before we took financing.

[Speaker 1]

All right. Was that agreement presented to the board?

[Speaker 2]

I mean, I was the board at the time.

[Speaker 1]

Okay. Were there any minutes, resolutions, or written approval prepared?

[Speaker 2]

There were no formal meetings when it was just me as the board.

[Speaker 1]

All right. And did you consult any outside professionals concerning the agreement?

[Speaker 2]

Yeah, we had corporate counsel the entire time.

[Speaker 1]

Okay.

[Speaker 2]

Corporate counsel was involved in everything.

[Speaker 1]

Okay. All right. So I'm going to go ahead.

I'm going to pause right now. Mr. Dehu, do you have any questions that you would like to ask the debtor at this time? I'll reserve time to ask questions at a later date, if we find it necessary.

But Mr. Dehu, if you'll go ahead.

[Speaker 3]

Go ahead. Thank you, Mr. Simms. And you actually asked a lot of questions that I was going to ask.

Hi, Mr. Lavalley. My name is Jimmy Dahum with McDonald's Corona. We represent the petitioning creditors.

[Speaker 5]

Mm-hmm.

[Speaker 3]

So if I heard you correctly, you say you don't know whether the landlord was 6127 Reno Highway or Autonomous Office. Is that correct? That's correct.

Okay. At docket 63, you filed a motion, and you attach a couple of emails. In the January 14, 2026, email to Nicholas Desmarais, you state, quote, as you know, the landlord is a family member.

Who were you referring to by that statement? Likely my dad. Likely your dad.

So you are familiar that your dad is associated with the landlord. Oh, yeah. But you're not familiar with anybody else who may be associated with the landlord?

I do not know the corporate structure or the structure of those entities. Is Samantha Conway associated with the landlord? She may be.

She may be. Is your mother associated with the landlord? I do not know.

Oh, no? Who did you hand over the keys to when you handed over possession of the premises?

[Speaker 2]

They were left in the building with William LaValle. With William LaValle, who is your father?

[Speaker 3]

Yes. Okay. I believe that was the case.

Okay. And those same emails at Docket 63 with discussions that you're having with Mr. Desmarais, you're negotiating, it seems like, an acquisition deal or financing deal. Is that accurate?

[Speaker 2]

I believe that's what Nick was trying to accomplish. Okay. And what were you trying to accomplish?

[Speaker 3]

He was trying to acquire the company, I think, for some time. And what were you trying to get out of the deal? Were you trying to get employment?

What was your goal in the process? My goal was to – I believe he was offering me a job at the time. Okay.

You made a comment in there in one of those emails basically saying that you were discussing your fiduciary duty. And as part of that, you said you believed, absent an agreeable solution, that your fiduciary duty would require you to engage in dissolution proceedings. Is there any reason why you did not proceed with dissolution?

[Speaker 2]

I believe the corporate attorney at the time was looking into how to do that properly, but the company was insolvent and could not pay the corporate attorney to finish off the dissolution process. Are you familiar with what your fiduciary duties entailed? I believe my fiduciary, when we were solvent, was to the shareholder.

And I believe when we became insolvent, it was to the creditor.

[Speaker 3]

Were your fiduciary duties – I'll ask it a different way. Do you believe you satisfied your fiduciary duties by leaving all paperwork in the leased premises and handing over keys to the landlord so

that no one can ever recreate and retrace any transactions that the debtor engaged in? I can't speak to that.

Okay. You said earlier, and you may have just misspoken, you said you were fired. Who fired you?

I don't think I was fired. I think I was separated. Separated?

And that was you voluntarily separating? I'm not even sure if it was properly done. Okay.

And when did you separate? I believe around the December time frame. December time.

And was Samantha Conway also separated from the company? I believe so. And did she separate also in December?

I believe so, or maybe earlier. I don't recall. Okay.

Well, I will represent to you that the Nevada Secretary of State has an annual filing as of January 22, 2026. Do you know who made that filing and why they made that filing? I believe the corporate attorney may have done it at the time.

Okay. Well, at least I'll just represent to you at least you and Samantha still as officers of the company. So if I hear you correctly, you say you really don't have much information because you're just both robots.

And it sounds like Samantha pretty much ran the company on the business side. Is that accurate? I mean, she handled most of the day-to-day operations.

Okay. And if I heard you correct, if I'm understanding you correctly in the pleadings you filed in the bankruptcy case, you are saying that you are not the person that should be speaking on behalf of the debtor because you have limited knowledge. Is that accurate?

[Speaker 2]

I mean, I can speak on the behalf of the debtor, but I don't have much information. Do you believe Samantha Conway?

[Speaker 3]

For talking over six months have gone by. Sure. Do you believe Samantha Conway would have more information?

She'd be a better representative for the company? Possibly. Okay.

You said the landlord acquired a security interest in Cartwheel. Did they loan Cartwheel money? I believe that's what the note was about.

Okay. It wasn't about unpaid rent? Well, isn't that a loan?

No. Okay. Well, I'm not an attorney, so I don't know.

Do you believe unpaid rent is a loan? How many leases have you ever entered into? Not many.

Not many? Okay. So let me ask you this.

Did you enter into the security agreement at the same time you entered into the lease, or did you enter into the security agreement after debtor was behind on their lease?

[Speaker 2]

I believe we entered into the lease first when we took occupancy of the building, and then I believe the note was entered on a much later date.

[Speaker 3]

And was it entered because of delinquent rent? I believe we had a year's worth of delinquent rent on the books. And the security agreement was collateralizing that delinquent rent?

I believe so, before taking financing. And who asked for that security interest? Was it your father?

I don't recall. Do you recall who signed on behalf of the debtor? Was it you or Samantha or anyone else?

On behalf of the debtor. I mean, I'm sure I signed it. Okay.

And you didn't negotiate with anybody? Negotiate what? Negotiate providing a security interest in debtor's collateral.

[Speaker 2]

Our corporate attorney handled it all.

[Speaker 3]

Okay. Craig Mason. How did Samantha Conway acquire a security interest in the debtor?

Did she loan the debtor money? I believe so. Do you know how much she loaned the debtor?

I believe you do. I believe it's on the docket. Do you know what the purpose of that loan was?

I mean, it was \$5,000, as I see on the docket. You just mentioned earlier you were looking for \$15 million to continue operations. What was the purpose of \$5,000?

I believe we couldn't make payroll.

[Speaker 2]

And \$5,000 would help you make payroll? I believe there was money that was put into the company by myself and Samantha so that we could make big pay bills.

[Speaker 3]

Okay. And did the board of directors approve Samantha Conway's loan and subsequent security interest? I was the board.

I believe I was the only board member at the time.

[Speaker 2]

And what time frame was that? Prior to taking financing. Do you know the approximate year?

I don't.

[Speaker 3]

Probably 2024, maybe. Okay. Does your father have individually a security interest in the debtor?

I don't believe so. Did you have a security interest in the debtor? What do you mean by that?

Do you have a lien? Are you collateralized? You filed a proof of claim and you say you provided a loan to the debtor?

I did. Yes, I do. And that was for purposes of payroll?

Is that accurate?

[Speaker 2]

I don't know what it was used for. I know that we had bills that we couldn't pay and that's why the money was put in. And did you approve that as the board in your words?

I don't know if Craig Macy did a board approval or a vote or whatever was required.

[Speaker 3]

Were you the only board member at the time? Yes. So you negotiated, you approved it as the borrower on behalf of the debtor and as the board member, is that right?

I operated under many capacities. Okay. So at ECF 61, that same motion, or a different, I'm sorry, a different declaration.

In paragraph 31, you state, quote, you did not agree to assign my equity. Let's see. I'm sorry.

I'm looking at something else. I apologize. In a December 30th, 2025 email attached to ECF 63, you express concern with Nick DeSmaris.

You say, quote, the scope of the IP assignment language concerned you. Did this refer to debtors? Were you looking at, was Nick DeSmaris trying to obtain an assignment of debtors IP?

Is that what you were referring to?

[Speaker 2]

I'm not sure what I was referring to without looking back and redoing that again closely. But I do know that Nick, Engineered Arts, AppDirect, all of the above, were interested in acquiring Cartwheel.

[Speaker 3]

Okay. And as of December 30th, if I understood you correctly, you had already handed over the keys to the landlord, and the landlord had all of debtors' assets, books, and records. Is that accurate?

[Speaker 2]

I don't have the exact date, but it was in the December timeframe that that took place.

[Speaker 3]

Okay. And so let's just assume the scope of the IP assignment referred to debtors' IP. Why would the scope of an IP assignment concern you if the debtor had already lost all of his IP to the landlord?

[Speaker 2]

Nick and I had been in discussions for quite some time, and I was trying to support that the best I can, or could.

[Speaker 3]

Okay. As part of a global wind-down of the company. Well, if this could have saved the debtor, and the debtor already lost its IP...

[Speaker 2]

I believe the debtor was in conversations with Nick DeSmaris. I believe Gene Wong, I believe Battleborn, and the debtors were in deep discussions with Nick. Who was the debtor as of

December 30th, 2025?

I mean, the debtor was Cartwheel Robotics, right?

[Speaker 3]

Sure. And I phrased that poorly. You say you and Samantha separated from the company in December, if not earlier.

[Speaker 2]

I think from a payroll perspective, separation took place. From a corporate perspective, and however it is on filing with Delaware, it may have been different.

[Speaker 3]

Okay. And in those discussions, you were expressing to Nick DeSmaris what you believed the landlord, your father, would accept on a going-forward basis. How did you know what your father wanted to satisfy the indebtedness of the landlord?

I didn't. You didn't speak to your father about what he wanted?

[Speaker 2]

I do speak with my father, but I have no idea what he would have accepted. And I appointed Nick and his team to speak with him directly, and I believe they did so.

[Speaker 3]

Okay. And then I'll just note, too, the emails that you attach to your ECF-63 come from a Gmail account. Did you regularly use this Gmail account to discuss Cartwheel business?

No, not at all. Did you use any other non-Cartwheel email accounts to discuss Cartwheel business? No.

Are there other emails in this Gmail account discussing Cartwheel business? There's one privileged email. And why is it privileged?

[Speaker 2]

It's with a corporate attorney. Corporate attorney.

[Speaker 3]

Okay. Well, I just point out for Trustee Sims' benefit that— And I think I mentioned that, by the way, in my filing, that there's one privileged email. Sure.

Well, I'll just point out to you that we're making a demand that you not delete anything on your Gmail account because litigation is anticipated. So I just point that for the record. And thank you, Mr. Sims. I'm sure I'll have more questions as these three— I assume this 341 will be continued, and I'm sure we'll have more questions today.

[Speaker 1]

Yeah. I mean, I can't conclude a 341 that doesn't have schedules. I mean, I would—the U.S. trustee would be unhappy, and I can't have— Thank you, Mr. Sims. All right. So, now, Mr. Lavalley, I do notice that you put a notice of unavailability on the docket. So there's a few things that are going on in this case.

There's a pending motion having to do with compelling the debtor to file statements and schedules. That's pending, and so we're not going to discuss it here. But that is set to be heard on the 9th.

[Speaker 2]

So it's— The 9th of—June 9th? June 9th.

[Speaker 1]

All right. And I believe an opposition's been filed. So that will be deemed a contested matter.

So oral argument, I believe, will take place. Let me make sure that I'm not telling you things that aren't true. Let me make sure that I actually have the date correct and not guess.

This is a long roundabout way of me trying to set a continued date that serves many masters and will please no one. Before I do that, Mr. Hammond, I'm sorry, I neglected to ask you. Do you have questions you would like to ask Mr. Lavalley at this time?

[Speaker 3]

Not at this time. I'll reserve them for the continued 341. I will just note those motions are on June 9th.

[Speaker 1]

June 9th.

[Speaker 3]

I'm asking for an order designating Scott Lavalley. Yes, sir.

[Speaker 1]

So, let's see. Okay. Notice of hearing on motion.

Let me make sure that this is correct. So that date and time of hearing is June 9th, 2026. And I believe the hearing is scheduled for 1 o'clock p.m. That is what the motion says. I encourage anyone and everyone wishing to attend that hearing and weigh in to go to the calendar at www.nvb.uscourts.gov, the date of the hearing, simply to make sure that the call-in information is correct, as that can change, as well as the time of the hearing is correct as well. So, Mr. Lavalley, the motion is not as to the debtor's seat personally, and you file an opposition, so if you wish to address the court, I don't know why the court would not allow that. So, you're certainly welcome to appear at that oral argument and argue the opposition.

I believe we'll probably file a reply, and that will be due on June 2nd. All right. So that motion is pending, which means we will not have a decision on it prior to June 9th, absent some strange circumstance.

And then, Mr. Lavalley, you have filed a notice of unavailability, indicating that from June 15th to June 27th, you are unavailable, and that from July 20th to August 1st, you are also unavailable. Do I have those dates roughly correct? Yes, that's correct.

All right. I'm not going to inquire into those. I'm going to take them at face value, and let's see what dates I have available.

So, June 15th would have been the preferred date, through June 27th. So what... Well, let me ask the parties.

I'm hesitant to go this far out, although I'm mindful that in the case of a corporate debtor, there's no issues with discharge in those deadlines. I'm hesitant to go out to June 29th. No, I can't do June 29th.

I'm sorry. I will be gone. I can do...

You're going to June 27th. We might have to do June 12th, just to check in. So let's set it...

Well, I can either set for June 8th to check in, or I can set it for June 12th. It makes more sense to me to do it on June 12th, in the afternoon. So let me go ahead and take the temperature of the room.

Is everyone available at June 12th, around about 1.30? I'll start with you, Mr. LaValley. I'm looking right now.

[Speaker 2]

That's a Friday?

[Speaker 1]

Yes. At what time? Sorry.

I'm flexible on the time, but my preference would be 1.30. Yeah, I think I can support that.

[Speaker 2]

What is this... What would the meeting be?

[Speaker 1]

It'd be this meeting continued. It would have the benefit of us having gone and argued the motion to compel. It may be that nothing happens at our June 12th meeting, but I can't conclude this meeting while the debtor doesn't have schedules.

I have further questions. I'm not going to get into them here today, because I don't think it's respectful of people's time to keep you guys here until midnight. I'm proposing June 12th at 1.30. Mr. Dehu, is that a workable date and time for you?

[Speaker 3]

Yes, sir.

[Speaker 1]

That works. Mr. Hammond, is that a workable date and time for you? It is, yes.

All right. Ms. Hale, you're invited as well, but... Let's see.

What do I... I have someone here. Oh, okay.

It's a deadline to assume contracts. Okay. Let's see.

So, Interag Cartwheel Robotics. All right. We will reconvene...

Robotics. We will reconvene here... on or about June 12th at 1.30. And we'll see what developments we face in the meantime. All right. Thank you, everyone, for your presence here today.

[Speaker 3]

Quick question.

[Speaker 2]

Sorry. Go ahead, Jimmy. Oh, I'm sorry, Scott.

Sorry. Go ahead, Scott. I'm sorry.

Go ahead. I was going to ask when the transcript would be available for this meeting.

[Speaker 1]

So, the rough timeline on that is I am now going to upload the transcript to the United States trustee. Well, not the transcript. I'm going to upload the audio to the United States trustee.

At that point, you can request the transcript from the United States trustee. So, you're not going to... You don't request it directly from the court.

You request it from the office of the United States trustee, which creates maximum confusion. All right? You don't request it from me.

I don't have it. So, office of the United States trustee for Region 17. There will be a special form to fill out, and you go and you'll request it from them.

[Speaker 2]

And that's usually available within a couple of days?

[Speaker 1]

Well, maybe. Okay. They are running very short-staffed.

So, I think they will do the best they can.

[Speaker 3]

Okay.

[Speaker 1]

All right. Mr. Dahoo, did you have a question or a concern?

[Speaker 3]

Yes, Mr. Sims. It was going to be kind of the same question as Mr. LaValle, but my understanding is that we don't get transcripts. We just get audio of today's 341.

And I wanted to ask you who to reach out to, but you've already answered that.

[Speaker 1]

So, yes. Same issue. Whatever is available is going to come from the office of the United States trustee.

It has been a while since I've had to order a 341 transcript. I think you can actually specify audio or written, and there's a delay depending on which one you want.

[Speaker 3]

Thank you.

[Speaker 1]

All right. Don't quote me on that. Take that for the idle speculation that it is and a very hazy memory.

All right. So, thank you, everyone, for your presence here today and helping us work through the various issues. This matter will be continued to – let me actually hit the button and make it happen.

We'll continue this matter to June 12th at 1.30 p.m., and we'll see where we're at at that time. Thank you, everyone.

EXHIBIT E

EXHIBIT E

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (615) 254-6409
B. E-MAIL CONTACT AT FILER (optional) 6127RENOHWYLLC@GMAIL.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 6127 RENO HWY LLC 6127 RENO HWY FALLON, NV 89406 US

Delaware Department of State
U.C.C. Filing Section
Filed: 02:14 PM 10/21/2025
U.C.C. Initial Filing No: 2025 7898163

Service Request No: 20254326349

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CARTWHEEL ROBOTICS INC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 6127 RENO HWY	CITY FALLON	STATE NV	POSTAL CODE 89406	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME 6127 RENO HWY LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 6127 RENO HWY	CITY FALLON	STATE NV	POSTAL CODE 89406	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral.

All assets of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, all tangible and intangible property of every kind and description, including without limitation: all equipment, machinery, inventory, goods, fixtures, furniture, and other tangible personal property; all accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, and general intangibles (including payment intangibles, software, intellectual property rights, know-how, trade secrets, customer lists, trademarks, trade names, copyrights, domain names, goodwill, and proprietary technology); and all proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmiling Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (415) 254-6409	
B. E-MAIL CONTACT AT FILER (optional) 6127RENOHWYLLC@GMAIL.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
6127 RENO HWY LLC	]
6127 RENO HWY	
FALLON, NV 89406	
US	

Delaware Department of State
U.C.C. Filing Section
Filed: 04:10 PM 12/12/2025
U.C.C. Initial Filing No: 2025 7898163
Amendment No: 2025 9526028
Service Request No: 20254861878

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20257898163

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8
For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

6127 RENO HWY LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

6127 RENO HWY

CITY

FALLON

STATE

NV

POSTAL CODE

89406

COUNTRY

US

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☒ ASSIGN collateral

Indicate collateral:

All collateral described in the original Financing Statement, except (i) deposit accounts/bank accounts, and (ii) other property subject to prior perfected security interests.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

6127 RENO HWY LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

International Association of Commercial Administrator

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (508) 525-5726	
B. E-MAIL CONTACT AT FILER (optional) LAVALLEY.SCOTT@GMAIL.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) SCOTT LAVALLEY 5586 RIVERS EDGE DR FALLON, NV 89406 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 02:28 PM 10/21/2025
U.C.C. Initial Filing No: 2025 7899294

Service Request No: 20254326691

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1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CARTWHEEL ROBOTICS INC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 6127 RENO HWY	CITY FALLON	STATE NV	POSTAL CODE 89406	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME LAVALLEY	FIRST PERSONAL NAME SCOTT	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 5586 RIVERS EDGE DR	CITY FALLON	STATE NV	POSTAL CODE 89406	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral.

All assets of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, all tangible and intangible property of every kind and description, including without limitation: all equipment, machinery, inventory, goods, fixtures, furniture, and other tangible personal property; all accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, and general intangibles (including payment intangibles, software, intellectual property rights, know-how, trade secrets, customer lists, trademarks, trade names, copyrights, domain names, goodwill, and proprietary technology); and all proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmiling Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (775) 277-1163	
B. E-MAIL CONTACT AT FILER (optional) SAMCONWAY@GMAIL.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) SAMANTHA CONWAY 5512 RIVERS EDGE DR FALLON, NV 89406 US	

Delaware Department of State
U.C.C. Filing Section
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Service Request No: 20254327055

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3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME CONWAY		FIRST PERSONAL NAME SAMANTHA	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT F

EXHIBIT F

CARTWHEEL ROBOTICS INC. 26-50278-RE-6-12-26 341 MOC

[Speaker 1]

Alright, we're on record. This will be track one. Calling case number 26-50278, NRA Cartwheel Robotics, Inc.

This is the time and place for the continued 341 of Cartwheel Robotics, Inc. Let's go ahead and do a brief roll call. Who do I have appearing for the debtor?

Myself, Scott. Scott to Scott. Mr. Lavallee. There you go. Alright. Mr. Lavallee, will you go ahead and raise your right hand?

Yeah, hold on. Sorry. God, shoot.

Sorry. Pardon my hand. Okay.

Do you solemnly swear or affirm to tell the truth, the whole truth, and nothing but the truth? Yes. That'll do.

Go ahead and put your hand down. Alright, and go ahead and state your name one more time in full for the record. Scott Lavallee.

Alright. And we've got somebody else joining. Looks like Ms. Hale. I think that's from your office. Mr. Dehu. Yes, sir.

Alright. Okay, I don't know if Ms. Hale is planning on appearing or not, but she's certainly welcome to listen. As is anyone else who wants to listen.

Alright. Let's take appearances from creditors. Who do we have here?

[Speaker 2]

Good afternoon. Jimmy Daha on behalf of Petitioning Creditors. And Ms. Hale is from my office. She's just going to be listening and observing.

[Speaker 1]

Alright, she's certainly welcome to do that. When you say Petitioning Creditors, just for the record, what are those creditors?

[Speaker 2]

Let me pull up our petition. I apologize.

[Speaker 1]

That's okay. I just like to have names on the record. Of course.

[Speaker 2]

Sorry for the delay. RSF Robotics 1. Okay.

RSF Master LLC. Wong Family Revocable Trust. Nevada Battle Born Growth Escalator, Inc.

[Speaker 1]

Okay. Alright, and then Mr. Haltman, if you'll make your appearance.

[Speaker 2]

Jacob Haltman, appearing on behalf of the Justice Cemetery.

[Speaker 1]

Alright. So remind everyone at this time that this meeting is being recorded for the record. The only allowable recording is the recording which I'm making.

If there's any other parties recording this proceeding, they should stop. Also remind everyone that testimony today is under penalty of perjury. I'm going to remind everyone again that anyone questioning the debtor needs to state who they represent for the record.

So that it's very clear. I'm going to ask that no one talk over anyone. So we don't have a muddled recording.

So that everything is clear. Alright. Alright, so procedurally where we're at is there was a motion to designate and compel filing of the schedules that's entered.

So there will likely be schedules filed sometime in the future. And that is going to eliminate about 30 to 40 pages of my questions. So I'm going to hold off on those questions until the schedules are filed.

And we'll see if we can't eliminate a bunch of those questions just by having those schedules filed. I do want to ask a few questions today of the debtor. And Mr. LaValle is here. He's good enough to be present answering questions on behalf of the debtor. I wanted to ask because we have a few documents that have been produced. And I have some holes in my understanding.

And I'd like to try and plug a few of those holes. I'd like to talk a little bit about the October 21st. Well, let's call it the October offer from Engineered Arts.

And so, Mr. LaValle, let me see if I can find anything. Let me see if I can find this thing here. Let me see if I can figure out how to flash it up on the screen.

That thing. Alright. Okay, I think I did it.

Is everyone able to see this thing here? Yes. Yes, but without glasses, not well.

Without glasses, not well. Alone in mine. Alright.

I don't think that helps. Okay. I can fiddle with the size a little bit.

Do you recognize this document at all? I do. There were multiple documents over a long period of time from Engineered Arts.

I'm sure that is one of them. That's one of them. Alright.

How is it that you recognize this document? I think I was involved in some of the discussions. Alright.

And what does this document appear to be to you? I believe it says it right there. Nonbinding Acquisition Proposal.

Alright. So, I guess this goes to my next question. So, there was a Nonbinding Acquisition Proposal received by the debtor in or around October 21st, 2025.

Is that right? Yep, and there were ones received prior to that. Okay.

And were those also from Engineered Arts? Yes. Alright.

What was the first... Hold on. We've got someone who might wish to join us.

Let me see if I can figure out how to do that. There we go. Alright.

I think we might have someone joining us by phone. We'll pause for a second so that if there's someone joining us by phone, he may make his appearance if he so desires. Mr. Wong, are you out there?

Yes, I'm here. Eugene Wong. Alright.

And would you just state your appearance one more time for the record? Eugene Wong. Alright.

And in what capacity are you appearing in, sir? Petitioning creditor for the Reno Seed Fund. Okay.

Alright. I believe you're appearing by phone, so you are not able to see the document that I have, but we're talking about a Nonbinding Acquisition Proposal that was received by Cartwheel Robotics, and I was about to ask Mr. Livali, who indicated that there had been other offers received previously. So how many offers did Cartwheel Robotics receive for an acquisition from Engineered Arts prior to October 21st?

I don't recall the exact number, but I believe there were three attempts to acquire us. Alright. Do you recall roughly the time the first attempt was received?

I don't. I believe maybe it was middle of 2025. And then you said there might have been up to two other attempts before that, or rather subsequent to that, but before this one?

Yeah, I don't. I don't recall exactly the dates or the order. Alright.

Did they result in formal offers? I believe the first one was mainly verbal and through email. Okay, verbal and through email.

And then the second one? I believe the second one is maybe what we're looking at here. Okay.

Or this might be the third one. I don't recall. Okay.

So there was at least one prior to October 21st, and then there may have been more prior to October 21st? I believe there were three. There were three total, or three before October 21st?

Three total. Three total. Okay.

So this would have been one of them. There may have been one previous, and there may have been one after? I don't recall the order.

Okay. But you're pretty sure there were three total offers? I'm not sure.

But I believe there were three. Really? Three?

I don't know if all were formalized. The first was, I believe, was not. Okay.

So the first one was probably not. Alright. So let's talk about this one.

When did discussions begin with Engineered Arts relative to this offer? Probably a week before. Okay.

Alright. Maybe two weeks before. Okay.

But mind you, Engineered Arts had been trying to acquire us for some time. Alright. And so it wasn't unusual that they made an attempt to acquire you?

That's correct. Alright. And who initiated the discussions that led to this offer?

I believe they reached out to me. I think I may have posted something about the company. I don't know.

Alright. And when you say they reached out to you, who on their side would have reached out? I believe it was Joe.

And for the record, who's Joe? Joe is Chief of Staff to Nick. Joe is Chief of Staff to Nick.

Does Joe have a last name by any chance? I think it's in one of my documents that I filed. I don't have it in front of me.

Alright. And then who on the side of Cartwheel would have participated in the discussions about this acquisition proposal? This one particularly?

[Speaker 3]

Yeah, this one in particular.

[Speaker 1]

It would have been probably me, primarily. Alright, you primarily. Would anyone else have participated?

I don't believe so. Alright. Maybe Samantha.

Maybe Samantha and one call. Maybe Samantha and one or two calls. Okay.

Alright. And when was this offer received? I believe the date's right there, October 21st, 2025.

I know that it's dated. My question is, was it received? I'm assuming that was the date it was received.

I do not have any better understanding. Okay. Alright.

And was the board informed of this offer? The board was informed, yes. 100%.

Along with corporate counsel. Alright. So set the stage for me.

When you say the board was informed, who was on the board of directors for the company on October 21st, 2025? I don't recall. You don't recall?

The board changed. You don't recall any of them? I do not recall.

You don't recall anybody who was on the board? It may have been Samantha at the time. It may have been Modar.

It may have been myself. Was Gene Wong on the board at this time? I don't believe so.

[Speaker 3]

Alright.

[Speaker 1]

Were there any other independent officers or directors who were on the board, or independent board members, I should say? Independent directors? I think we may have had an observer at one point.

And who would that have been? It would have been Trey Roski. I'm sorry.

Say that again? Edward Roski. Edward Roski.

And who is Edward Roski in relation to the company? He's the founder, in relation to the company. In relation to Capital Robotics.

We had no relationship with the company, other than being an observer. Okay. Alright.

And I preference that with that I believe he ended up officially becoming an observer. I know there were some concerns about becoming an observer or participating in any sort of board related activities, knowing that there were threats of litigation made against the company on multiple occasions. Okay.

Put a pin in the threats of litigation because I want to come back to that. Yep. Alright.

And then you said corporate counsel was also involved. Who was corporate counsel at this point? I believe it was at a transition point between Fenwick and West and Eric.

And who's Eric? Eric is the last counsel to Cartwheel. I forget the name of his firm.

Does Eric have a last name? He does. I don't have it in front of me.

Okay. But I think I spelled that out in the first 341. Okay.

Alright. So this was presented to the board. And did the board vote on this proposal?

Yes. And how did that vote go? I don't have the meeting minutes in front of me, so I cannot say.

You don't know if they accepted the proposal or rejected it? I believe it was accepted if it was signed. Okay.

It's accepted. It's signed. Alright.

And were shareholders informed of the deal? I think this was a non-binding acquisition proposal, not a deal. Were shareholders informed of the proposal?

The shareholders were not informed, to my understanding, unless corporate counsel informed them. Okay. Alright.

Were any major creditors informed of this proposal? I do not believe so. Alright.

And then we already covered counsel was consulted with respect to the proposal. Is that correct? That's 100%.

Alright. Okay. They were involved in all aspects of the company at every point in time.

Okay. Alright. So tell me, you mentioned threats of litigation.

Who was threatening litigation? Well, generally. Was anyone threatening litigation against the company as of October 21st, 2025?

I believe there was a demand letter that was received either around this time or after this. And what was the substance of the demand letter? I believe it was to demand a board seat and protective provisions.

So there was a demand by Mr. Wong. Was that in his individual capacity? It's unclear in what capacity he was bringing that as.

So you don't remember what hat he might have been wearing with respect to that demand? I don't think it was made clear in the demand, but it may have been.

[Speaker 3]

Okay.

[Speaker 1]

I think he was claiming to represent all investors. Okay. But I don't believe he was.

Alright. So he had a demand letter and he wanted a board seat. And then what other demands were in that letter?

His protective provisions. And what provisions were those? I think those were filed with the state of Delaware as part of an amendment to our COI.

And what did those provisions call for? There was a whole list of items. I don't have that in front of me.

Do you have any idea what the major ones were? I don't. Other than veto over all major decisions.

Okay. So he wanted a veto over all major decisions, meaning he wanted to control the board, he wanted to have final say, he wanted to be CEO. How exactly would he have it?

I don't know what he wanted, but I know he wanted to control all outcomes. Okay. So he wanted to control all outcomes.

Alright. What did he assert was the basis for him receiving these concessions? I think he referenced the convertible note and the financing round overall.

Okay. So he had a convertible note and financing round and he said that gave him a right to a board seat and these protective provisions. That's right.

That's correct. Okay. Alright.

And you said, was this the first time that he threatened litigation? He threatened litigation multiple times. The second one was threatening to tank any financing deal if he were not given his protective provisions and veto rights.

Okay. When you say tank any financing deal, what exactly did he say? No idea what he meant by that, but that's what he said.

I'll tank the deal. Alright. Did he say that with respect to this proposal or was it a different proposal?

I think he said it before this proposal. Before this proposal. And then he said the demand letter, which of course had a chilling effect.

Okay. To all discussions. Alright.

So the demand letter you're talking about, was that received before or after October 21st? I believe that it was before. Okay.

So you received a demand letter. Did you disclose this demand letter to Engineered Arts in connection with your negotiations for this proposal? I believe Engineered Arts was aware of it.

Okay. You believe they were aware of it, but did you disclose it? I don't recall if I did or not.

Okay. Alright. So there's this deal.

It looks like, how much money was this deal for or this proposal for? Do you recall? I don't.

It was a bit convoluted. It was a bit convoluted? It was a bit convoluted in the way it was structured.

Explain to me how it was convoluted, what were kind of the broad strokes as you understood them. I think it was structured as an asset purchase. I believe they wanted to provide equity instead of cash.

I believe there were incentives built into it that were not comfortable for me, which led to me withdrawing from the proposal. Alright. We'll get to why everything goes bad.

Alright. We'll relive the happy memories together. I just want to know what are kind of the rough

terms of this deal.

So they were offering, they wanted equity, they wanted, what did they want? They wanted equity and they had very little, I think, cash to put into the deal. And I think they were trying to figure out how to make it work.

Especially considering what they knew about the overall makeup of the investor, the note holders. Alright. So they wanted some kind of share of equity.

Do you recall what in terms of equity they were wanting? What was equity they were offering? They were offering, okay.

So they were offering, were they offering Cartwell equity or were they offering you personally equity? No, they were offering, this was all Cartwell. Okay.

So Cartwell would have taken an equity share in Engineered Arts and... Well, that was the confusion. Was it Cartwell or was it the investors, the note holders that were getting equity?

Okay. It was very confusing as to who was getting equity, what amount of equity, what approvals, buy-in were necessary to move the needle. Alright.

So someone was going to get equity and it was unclear if it was going to be Cartwell as a corporation or if that equity was going to be dispersed among shareholders or creditors. There was some kind of confusion? And the other part is, I think they were trying to commingle employment agreements within the acquisition strategy, which again felt very uncomfortable.

[Speaker 3]

Okay.

[Speaker 1]

Alright. And what was the employment agreement? I think it was, we never received one.

Okay. They didn't want to talk about employment other than through this proposal. Okay.

Alright. So I think it was an acquihire, right? It was an asset acquihire.

Okay. So they were... More or less what it was being referred as.

Alright. So buying assets, hiring someone, and giving an equity share in Engineered Arts. Is that roughly the deal?

Yep. I think so, yeah. Alright.

I mean, it's laid out in that document that you have up here. But without going through and

rereading it, it's a bit... I've also read it and it's a little confusing.

Exactly. So this is why I'm asking you. My point.

Alright. So you have this thing and it provides, would it have paid off the debts of the debtor? What all would it have done?

I don't know if it would have satisfied them or not. I believe some of the investors probably wanted more and were a bit greedy. Okay.

Alright. Well, I'm sure they probably all wanted more. The question is, what did this deal do?

And did it pay off the creditors and debts of the debtor or not? Yeah, I don't know what it would have done. Okay.

Alright. So you signed this thing. Is that right?

Yep. You communicated it to the board. The board voted to accept it, we think.

So what happened to the deal? Why didn't it go through? Well, I think the company was running out of money around this time.

And Council, which was a combination of Fenwick and West and Eric, both strongly indicated that there was no money to close on this deal. We didn't have the money to close on this deal. And at the same time, we were raising money, and I believe we were approaching a term sheet for a round.

And because Engineered Arts was offering a loan, a secured loan against all assets as part of this, it really started to feel uncomfortable to move forward with it. Also, I believe everything was contingent on extensive due diligence in speaking with the team and getting all the key personnel identified and on board with supporting moving forward. And at the time, I believe most of the employees were looking for new jobs.

So it's really hard to stand behind a team that is all shopping. Okay. So they wanted a security position against the debtor's assets?

I believe that is spelled out here or in a document that may have followed. Okay. And so they wanted to be secured against all of the debtor's assets, is that right?

Yeah, and I believe even toward the end of this conversation, they wanted to become senior to everything. Okay. All right.

So I thought you mentioned that the demand letter from Gene may have chilled this proposal. That didn't come up in the explanation you gave. How would Gene's demand letter have chilled the proposal?

I don't know. You'd have to ask, I think, the Engineered Arts. Okay.

What impact it had, especially with any conversations that took place after this proposal was moving forward with this ended. So ultimately, you're saying you chose to reject this proposal? I chose to reject this proposal to instead pursue a strong financing round with a large CVC.

Okay. And did the board also vote to reject this proposal? You'd have to look at the meeting minutes.

I don't recall. All right. You don't recall if the board said, no, no, let's take this?

I don't. I believe Modar resigned from the board right around this time. Okay.

So, yeah, I don't know. Okay. All right.

So this got rejected because you were uncomfortable with terms. And what happened after this was rejected? We continued the due diligence with the CVC.

Actually, the due diligence was happening prior to the signing of this. But upon signing it, I had to pause on continuing to support that due diligence because I believe this had a clause in it where I couldn't shop or something like that, which was a really awkward period because they wanted to continue doing due diligence, and I was unable to respond to any of their requests, which was putting pressure on, do we move forward with this or not? Okay.

All right. So were you able to attain that other round of financing? No, because that round, the term sheet came in around, I believe, the December time frame after continuing due diligence with them.

And it was contingent on raising a certain amount of money before, I think, the end of the year, which was nearly impossible to do considering we were in a holiday period. Okay. So this deal didn't go through.

Was there another offer for acquisition from Engineered Arts? I believe you'd have to ask Gene Wong about what took place beyond that. I believe there were discussions that I was not involved in that happened after October.

Why were you not involved in them? I believe Nick and Gene were communicating, and that did not involve me. Okay.

So Nick and Gene may have communicated somehow about acquiring Cartwheel Robotics, and they didn't talk to you. I believe Cartwheel Corporate Council was involved in some of those discussions. I don't know to what degree.

All right. And this would have been Eric at this point? Yes.

All right. And was another offer from Engineered Arts ever received? Not to my understanding.

Okay. Do you know why it wasn't received? I don't.

I'd love to know why. Okay. All right.

Let's see. Okay. Let's see.

We talked about that. Okay. I wanted to plug one hole in the insurance questions I asked you last time.

Did Cartwheel maintain directors' and officers' insurance? Yes. And who was the carrier?

I don't have that information. All right. Do you know what the policy limits were?

I don't. All right. Do you know what the policy periods were?

I don't. Do you know if tail coverage was purchased? I believe we had tail coverage.

Okay. All right. Has any claim to your knowledge ever been filed on the D&O policy?

Yes. Who filed that claim? I believe Eric filed it on behalf of the company.

And when did he file that? Probably around the time that Gene sent the demand letter. Okay.

Did anything come of that claim? I don't believe they agreed to support or cover. All right.

So you mentioned that Gene Wong sent you a demand letter sometime around this time. Were subsequent demand letters received? I believe it was only one, but they were being sent to corporate counsel.

So, I mean, I only saw one. Okay. I saw one.

Multiples may have been sent. But, again, Fenwick was checking out, and we had a real interesting situation on our hand with all the activities that were ongoing and not having corporate counsel. Okay.

All right. Is there anything else that I need to know about this October 21st proposal? I mean, I'd love to read it and get back to you.

I'm sure there is quite a few things that you should know. But without rereading it again, I wouldn't be able to tell you in real time. Okay.

I mean, it's on the court documents. Yeah, yeah, no, I just— You can obtain the court documents. I could read it again, but if you would like me to do so and give you some feedback, I can't.

All right. Well, I mean— But it doesn't matter if that's what you're asking. I'm going to have to set a

continued meeting anyway because I need to have statements and schedules and see if I have questions about those.

I've talked a lot. So why don't we go ahead, and if there are creditors who have questions, or Mr. Hallman, if you have questions, we'll go ahead and move through that. The only attorney here for creditors is you, Mr. Dahoo, so I'm going to turn the time over to you. If you have questions you'd like to ask, the debtor's representative at this time.

[Speaker 2]

Thank you, Mr. Sims. Hi, Mr. Rebelli. How are you this afternoon?

Doing great, yourself? Good. So you mentioned that you didn't know what the October 21, 2025 deal entailed.

You said it was confusing. Did you make efforts to understand what the deal would entail?

[Speaker 1]

Oh, 100%. 100%. I believe I spent quite a bit of time with corporate counsel reviewing and going through that.

[Speaker 2]

And that didn't give you clarity on what the deal entailed?

[Speaker 1]

Oh, I'm sure at the time it gave me great clarity. But that was back in October, which is over eight months ago.

[Speaker 2]

Okay, so you don't know how that would have, as the CEO of the company, you don't know how that would have altered the course for Cartwell? I guess, what are you asking? You don't know if that would have benefited Cartwell, that you could have moved forward, paid creditors, continued with operations?

[Speaker 1]

It probably would have benefited, but also raising a large \$15, \$20 million round would have benefited. And I believe Gene Wong was always looking for that unicorn and had threatened, actually, me litigation if I didn't turn down an offer, the first offer from EA.

[Speaker 2]

Separate from your allegations on Gene Wong, you were the CEO, correct? Yes. You made the decisions, correct?

Well, me and the board made the decisions. And the board was, you said, basically yourself and possibly Samantha and possibly...

[Speaker 1]

The board changed throughout because nobody wanted to be on the board, honestly, because the company was so toxic.

[Speaker 2]

Well, I asked you at your last 341 meeting who approved these secured notes to you, to Samantha and to Bill, and you said you did because you were the board.

[Speaker 1]

At the time of those approvals, I was the board. That's right.

[Speaker 2]

Board, okay. At ECF 63, you have a December 18, 2025 email where you receive... There are emails where you are receiving an offer letter from EA and you thank them for that offer letter.

Do you have a copy of that offer letter? I don't know. Can you share it?

Can you show me what you're referencing? ECF 63. That was what you filed.

[Speaker 1]

Can you put that up on the screen, please?

[Speaker 2]

I don't know that I know how to do that.

[Speaker 1]

Let me see if I can locate it.

[Speaker 2]

So, Mr. Sims, it's ECF 63. All right. Pages 2 and 23.

[Speaker 1]

You have to be patient with me. Yes, sir. Thank you.

Sorry about that. Let's see if I've got ECF 63 floating around in here. All right.

I will pop it up on the ECF 63. There we go. Is there a particular page that you want shown?

Yes, please.

[Speaker 2]

Page 23. 23. Thank you, Mr. Sims. There you go. So, if you see, if you go a little bit down, Mr. Sims, I'm sorry. It says, Good day, Scott.

I've attached an offer letter from Engineered Arts. Nick would appreciate that for 15 minutes. And then in the next email, can you thank him for that offer letter?

Do you have a copy of that offer letter?

[Speaker 1]

If it's from a Cartwheel Robotics domain, I do not. If it ended up in my Gmail account at some point in time, then I do.

[Speaker 2]

It looks like, well, if you scroll up, and I'm sorry, Mr. Sims. If you scroll up, it looks like you responded to him from your Gmail account. So, I don't know how it got from your Cartwheel account to your Gmail account.

But that whole email chain pretty much discusses an offer letter. You continue to reference the secure creditor has all the assets, but you're looking for a global resolution. This was around the time you said that Cartwheel was pretty much insolvent, didn't have money to close on a deal, and didn't have assets anymore.

So, what were you trying to negotiate at this point in time?

[Speaker 1]

I don't think I was. I'm not sure, without rereading this, what was being negotiated. But I believe I was just directing Nick to speak with Gene Wong and secure the creditor.

[Speaker 2]

That is the email. Well, and I'll represent to you. No need to scroll further.

Thank you, Mr. Sims. On December 30th, you respond basically with your responses to various

parts of the offer letter. You've compared it to agreements under companies you've worked at previously, Google and Disney.

Oh, this is the employment offer? I'm asking you what this offer was, because it sounds like you were negotiating an acquisition of Cartwheel, along with payment of secured assets.

[Speaker 1]

So, separate of that, they were trying to, I believe, hire the team. The team that you had let go recently? The team that was laid off.

I think they wanted to hire everybody, and they wanted to hire me.

[Speaker 2]

Were you still maintaining contact with your team as you referred to them?

[Speaker 1]

In December, I probably was in contact with one individual.

[Speaker 2]

Okay, so you could speak on their behalf if you were negotiating a deal with EA to acquire the team? I wouldn't speak on their behalf, no. Well, but what were you negotiating, though?

I mean, you just said they were probably trying to acquire the team, so how could you negotiate for their acquisition of a team you didn't have control over?

[Speaker 1]

I wasn't talking about or speaking with them about acquisition of the team. That was their own doing. I was talking to them about employment for myself.

Excuse me, I just want to jump in real fast and just remind everyone, I know we get very caught up in the rapid fire going back and forth. We are making a recording of this. The recording does have to be clear, so I just ask everyone, please don't talk over each other.

Let everyone finish their sentences so the recording is clear.

[Speaker 2]

I'm sorry, Mr. Sims, and I apologize, Mr. Lavalley, if I talked over you.

[Speaker 1]

I'm the worst at it, so it's fine.

[Speaker 2]

Mr. Lavalley, you explained the January emails. You followed some documents today, and I've had a chance to review them, and in those documents you basically said your January emails were nothing more than making an introduction between EA and the secured creditor so that the secured creditor could get paid. That was your goal.

Is that correct?

[Speaker 1]

They were interested in acquiring the company, and I believe they were interested in the assets of the company since the proposal was an asset acquisition.

[Speaker 2]

In January of 2026, the proposal was an acquisition of the assets.

[Speaker 1]

I don't know what it was at that point, other than they wanted to speak with who controlled the assets of the company.

[Speaker 2]

Okay, and at that point, the landlord controlled the assets of the company. Is that correct?

[Speaker 1]

I believe that's correct.

[Speaker 2]

And if I understood everything, you filed in the docket per your prior comments, per the appraisal, the assets were valued at an amount that were insufficient to satisfy the landlord's secured claim. Is that correct?

[Speaker 1]

I believe that's correct, yeah.

[Speaker 2]

Okay. And neither you nor the landlord believed that – well, at least as I understand it, you don't know where the IP or the Yogi robot were in January of 2026. Is that accurate?

[Speaker 1]

The assets were signed, I believe, in December. Is that right? As soon as they were assigned, and since then, I do not know what took place.

[Speaker 2]

That's right. So your testimony is the IP and the Yogi were assigned in December of 2025?

[Speaker 1]

Whenever the eviction assignment happened is when things were transferred. Okay. So I don't have the paper in front of me, but I believe the landlord did file something recently that has that exact date on it.

[Speaker 2]

Okay, so if I recall from your last 341, you basically said you left all assets of Cartwell at the lease premises. You left the keys there, and you basically just left, and the security – the landlord took it over from there. Is that accurate?

[Speaker 3]

Yeah.

[Speaker 2]

Okay, so the IP and the Yogi robot were in the lease premises in December when you left the keys? Everything. Everything was in the premise.

So presumably the landlord has possession of the IP and the Yogi robot.

[Speaker 1]

Well, how many months ago was that?

[Speaker 2]

December of 2025.

[Speaker 1]

That would have been almost over six months ago. They may or may not. I don't know.

You'd have to talk with them.

[Speaker 2]

But they had it when you left – they were in the building when you left the keys to the landlord. Is that accurate?

[Speaker 1]

Yeah, and it was the company. It was everything. Okay.

[Speaker 2]

As I understand your appraisal that you received, the appraiser pretty much said that the IP and the Yogi robot were valueless without the team.

[Speaker 1]

I believe they may have said that, and I believe that also was echoed multiple times by Engineered Arts.

[Speaker 2]

Okay, so I think we just need more clarity. I don't know. I will leave it to the trustee to follow up, and we can follow up as well.

We'll need more clarity on what you were negotiating in January because it sounds like – I didn't think I was negotiating anything but an employment offer. Okay, but it sounds like you were negotiating an acquisition.

[Speaker 1]

They were trying to purchase the – No, I was not negotiating an acquisition.

[Speaker 2]

Well, I mean, what value would the assets in the hands of the landlord have if you have an appraisal saying those assets lack value without – You know what?

[Speaker 1]

You would need to talk to the landlord. You'd need to talk to Eric, corporate counsel, and you'd need to talk to your own client about what was taking place during that time.

[Speaker 2]

Okay, but you're the one that commissioned the appraisal, correct? Yes. And the appraisal says what it says, and we don't need to argue about that, but it says what it says.

When was the last time you saw the Yogi robot? Probably when I vacated the premise. Okay.

Can I ask you? On your LinkedIn page, you have a video of the Yogi robot operating in the San Francisco Bay Area. When was that recorded?

[Speaker 1]

I believe that was recorded when we were in the Bay Area looking for funding.

[Speaker 2]

And what month was that?

[Speaker 1]

It would have been probably early October maybe. Okay.

[Speaker 2]

Can I ask you? So in your filing today, you basically say the UCC-1s that the landlord, Samantha, and yourself filed, there was nothing mysterious about them. They were simply logical to protect your secure position.

Yep. Is that accurate? Yeah.

Okay. Do you know why your father did not take that action before to file a security interest?

[Speaker 1]

We have to ask Craig Macy why nobody at the time of signing of those notes filed UCC.

[Speaker 2]

Do you know why you, Samantha, or the landlord decided to file UCC-1 on October 21 right after receiving the EA non-binding proposal? How did you learn that you had to file it?

[Speaker 1]

I believe at the time we had that proposal from EA, and I was very concerned about the language in it and concerned about my notes and did some research and realized that it wasn't fully perfected.

[Speaker 2]

Okay. So you filed your UCC-1 to perfect your security interest before proceeding further with financing from EA. Is that accurate?

I believe if that's what the timing says, that's what happened. Okay. Do you know why Samantha

decided to file her UCC-1 on that same day?

Did you tell her to file it because of that reason?

[Speaker 1]

I believe we sat right next to each other and both understood the same thing.

[Speaker 2]

Okay. Do you know why Bill LaValle decided to file UCC-1 on that same day? Did you inform him to file one to protect his interest?

You'd have to ask him.

[Speaker 1]

Hold on. I'm going to jump in here. He doesn't have to ask him.

The question was put to you. From your personal knowledge, do you know why Bill LaValle filed on that day? Hey, do I know?

I do not know if Bill LaValle filed on that day. Okay. So it's coincidental that you, Bill LaValle, and your sister all filed within the same half hour.

Is it a coincidence? Maybe. All right.

Mr. J. I did not.

[Speaker 2]

Thank you, Mr. Sims. Just a couple more questions, Mr. LaValle. So you said Gene Long allegedly sent a default letter to you, to Clarkwell.

Is that accurate? Yes. If I heard you correctly, correct me if I'm wrong, you testified that you did not make EA aware of that demand letter.

Is that accurate? No, I think they were made aware of it. You said you did not personally make them aware of it.

[Speaker 1]

Is that accurate? I may or may not have. I don't know what was shared.

I'd have to gain access to records and look through emails to know whether that was shared by me or by corporate counsel.

[Speaker 2]

Okay. So as of now, you don't know. You don't know if they were aware of it.

Is that accurate? The demand letter? I believe they were.

I just don't know how they were made aware. Okay. So you believe they were made aware of it.

Okay. And you said that you believe his demand letter chilled the EA proposal. Do you know why?

Can you explain that belief? I'm sure that a demand letter would have a chilling effect. Okay.

Do you believe that the security interests that you, your father, and your sister filed had a chilling effect on the EA proposal? I don't know. You don't know if almost \$400,000 or \$500,000 of debt that they would have to pay chilled a proposal to finance for corporate?

I doubt it did. Okay. You mentioned, you just, you mentioned a couple of sentences ago.

While Trustee Sims was asking you questions, you said you were confused by the EA offer letter. But just a couple of moments ago, you said you were not happy with certain of the proposals in that EA letter. What were you not happy with?

What gave you concern? I'd have to reread it. Well, you just said you had some concern about the proposal.

Earlier, you said you were confused about the proposal, but you did, you tried to work through that confusion with your attorney. But you can't tell me what the result of those conversations were with your attorney. You can't tell me what was confusing, and you can't tell me what you were concerned about.

Is that right? That's correct. I need to reread it.

You basically know nothing. You are the CEO of the company, and you know nothing about a proposal that would have saved your life's work in Cartlow.

[Speaker 1]

You can say that all you want. That was six plus months ago. So I would need to review that again.

[Speaker 2]

Okay. You say you're unavailable for two weeks in June. May I ask why?

Vacation. Vacation. You aren't available in two weeks in July.

May I ask why? Vacation. Vacation.

I believe Samantha's also unavailable those time periods as well. Do you know why?

[Speaker 1]

I don't.

[Speaker 2]

You don't? Okay. Do you anticipate Samantha will come with you at any continued 341 meeting?

[Speaker 1]

I anticipate that we will support and assist however we can. Okay. Can I ask you, do you have a good relationship with Samantha and your father?

[Speaker 2]

I have a decent relationship with them, yeah. Do you live close to them?

[Speaker 1]

Samantha and I live in Fallon and in Fernley. In Fernley. And how far of a distance are those two locations?

Well, we can pull up Google Maps and give you an exact number of miles. That's all right. Do you see your father often?

[Speaker 2]

I don't. You don't? Do you talk to him often?

Not as much as I should. Okay. But when you talk, do you have a friendly relationship?

Is that accurate? Yeah. He's my dad.

Okay. And you don't talk to him at all about any of the assets he may have from Cartwell to try to answer some of the trust issues?

[Speaker 1]

I don't want to talk to him about it.

[Speaker 2]

That's right. Okay. So you've made no effort to get the information the trustee has requested at

now a second 341 meeting from your father.

Is that accurate? That's correct. Okay.

Thank you. I think that's all I have. And Mr. Sims, I would just ask, I don't know if you are considering extending the proof of claim deadline. I would just ask if you wouldn't mind please considering that.

[Speaker 1]

Well, I generally don't address that kind of thing here in 341. However, because it's come up, I'll go ahead and I'll break protocol and address it. I've researched this issue on other cases and extending the 341, not 341, the claims bar date is not a thing.

So what happens when it passes and claims have not been filed is that either parties in interest or I myself or the predators themselves can bring a motion to have their claims deemed timely. And I've done that before when appropriate, but I can't extend a bar date. The bar date is set statutorily.

I just don't have a way to, I don't believe that I have the authority to do that. So if people are going to file proofs of claims, they should do it by the bar date or they run risks.

[Speaker 2]

Thank you, Mr. Sims. Thank you for addressing that. I appreciate it.

[Speaker 1]

All right. Mr. Haman, do you have any questions for the debtor's representative at this time?

[Speaker 2]

I don't have any questions at this time.

[Speaker 1]

All right. I'll note that everyone, I'm not going to prevent anyone from asking questions of the debtor. Debtor's representative, I should say, at a continued 341 once we have schedules.

All right. So, Mr. Lavalle, you've indicated that you are gone from June 15th to June 27th and July 20th through August 1st. All right.

So 14 days will be the 25th of June. I'm not going to make anyone show up on the July 4th week because no one will show up. All right.

I'm looking at July 13th at 1.30 for a continued 341 date. Mr. Haman, is that a workable date and

time from your perspective? Yes, that should be fine.

All right. I can do earlier. I can do later.

I can make myself available the whole day. All right. Whatever is convenient for the other parties.

Mr. Dehu, workable date and time July 13th at 1.30? July 13th works. Thank you, sir.

All right. And then, Mr. Lavalley, July 13th, is that a workable date and time for you? If that is outside my two windows that I provided, then it should be.

I believe it is because I believe the two windows provided end June 27th and start again on July 20th. So, July 13th, 1.30, should be outside those windows. That's a Monday?

That is a Monday. I will be in Boston, I believe, that whole week. I believe they have internet in Boston.

Yes, if I'm traveling for work, that's a problem. Well, could we do the following week? No, because you said that you were unavailable.

That's when I'm unavailable. Can we do the week before? We can try the week before.

Let me take a look at the week before. The week before, I can probably... Well, let's see.

Let's see if I can get the calendar to work. I can probably accommodate people on July 10th. Mr. Hammond, is July 10th at 1.30 a workable date and time for you?

[Speaker 2]

Yes.

[Speaker 1]

Mr. Danger, is July 10th a workable date and time for you?

[Speaker 2]

Yes, Mr. Sims, and I just had a follow-up too. Do you anticipate that you'll request that Ms. Conway appear for a 341 or not? Well, the court's entered an order, I believe, compelling her to attend.

[Speaker 1]

So, whatever's in the order is what controls. I don't control what's in the court order. Yes, sir.

Thank you. For clarity, so that would be both Samantha and I in the same call or separate calls? I prefer you both.

Okay. You never have enough. All right.

We'd have to just check with her. I don't know if she's available or not. Well, if she's not here, she doesn't get to complain about setting the time.

So, we're going to go ahead and set the time. And that'll be July 10th at 1.30. And we'll pick back up at that time, everyone. Thank you, everyone, for your attendance here today.

Thank you, Mr. Sims. We'll take a look and see where everything sits on July 10th at 1.30 p.m. via Zoom. All right.

Thank you, everyone. We'll stand and continue. Thank you.

Have a good weekend.