

**Defendant Michael P. BOYLE Pro Se**  
**88932 Sagebrush Lane**  
**Bend OR. 97701**  
**541-326-6995**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

**EUGENE DIVISION**

**GLAS-WELD SYSTEMS, INC.**  
**Plaintiff,**

**v.**

**MICHAEL P. BOYLE, and**  
**CHRISTOPHER M. BOYLE,**  
**Pro se Defendants**

**Civil Action No.: .....6:12-cv-2273-AA**

**DEFENDANTS ALTERNATE DISPUTE**  
**RESOLUTION REPORT**

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Pursuant to LR 16-4(d), the parties to all cases, unless exempt, are required to confer regarding ADR and file this report within one-hundred fifty (150) days of the initiation of a lawsuit. This report is submitted in compliance with LR 16-4(d) and the Court's Order of Nov. 7, 2014.

1. Have counsel held settlement discussions with their clients and the opposing party?  
 Yes \*\*       No

If not, provide an explanation:

\*\* Discussions were on sided and plaintiffs fail to respond until late in the PM leaving no time to confer. Defendants believe Plaintiffs' counsel continue to use tactics to disadvantage defendants.

2. The parties propose: *(check one of the following)*

- (a) That this case be referred to a neutral of their choice for ADR not sponsored by the court pursuant to LR 16-4(e)(1).
- (b) That the court refer this case to mediation using a Court-sponsored mediator or staff mediator. *(See LR 16-4(f) for Court-sponsored mediation procedures).* The parties seek a Court mediator because:

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(c) ADR may be helpful at a later date following completion of:

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(d) The parties believe the court would be of assistance in preparing for ADR by:

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(e) The parties do not believe that any form of ADR will assist in the resolution of this case.

(f) Other:

Pursuant to this Courts order, Defendants file this Alternative Dispute Resolution report. Defendants have made multiple attempts at initiating settlement talks including providing negotiable terms; Plaintiffs have not been receptive to any discussion of the sort. Defendant and Plaintiff have however agree to participate in a binding Arbitration, however the differing terms requested by the opposing sides have precluded any finalization of an agreement. Both defendants would seek a binding arbitration to be presided over by judge Aiken pursuant to LR 16-4(e)2, however the plaintiff would seek to involve an outside party with no knowledge of the case. This would prejudice both sides, forcing both sides to educate a third party on well over 2 years worth of work at great cost in both time and money. The plaintiffs alternatively stipulate to the use of Judge Coffin as the arbitrator/mediator in a binding ADR, Defendants are both resistant to this option due

to the lack of understanding of the issues at hand conveyed by Judge Coffin in the previous mediation. It is the belief that the plaintiffs are holding steadfast to a stubborn and unwavering position in an attempt to tire out the defendants and gain a victory by way of attrition. This is further illustrated by the plaintiffs disregard of LR 16-4(c) at the onset of this suit, and again at the filing of the first amended complaint.

### Defendant's Language Sent to Plaintiff's Counsel

1. Defendants will comply with the Court's Order dated November 7th 2014 by providing documentation "regarding quantities, sales, customers, revenue, and pricing of the accused products" no later than thirty days from date of the Court's Order.
2. Defendants agree to a voluntary recall of all alleged infringing products of patent '180 to facilitate inspection and repair of any possible defect, including faulty thread locker. This spec renders the set screw immobile as designed
3. Defendants agree to negotiate a reasonable and customary retroactive license agreement for alleged infringing products of Patent '372.
4. The parties will sign mutual releases and satisfactions of all issues known and unknown upon dismissal of the current Amended Complaint" '1
5. In the event that the parties cannot agree to the above conditions for a Stipulated Order, the Defendants agrees to a binding arbitration or bench trial before Judge Aiken on all issues, after the completion of any depositions and/or discovery.

6. Defendant will comply with the Discovery Deposition's instructions found on page thirty (30) of the Court's Order. Those depositions will be completed by December 12, 2014.

7.

8. Alternatively both defendants maintain and offer of buy out at a fair and reasonable number of \$250,000.00 payable over 5 years, This offer includes comprehensive non-compete agreements by both defendants.

Dated  
11-24-14



By: \_\_\_\_\_  
Defendant's Pro Se