

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

AEROTEK, INC.,	)
	)
Plaintiff,	)
	)
v.	)
	)
DATRON WORLD COMMUNICATIONS,	)
INC. and CYBERLUX CORPORATION,	)
	)
Defendants.	)
	)

COMPLAINT

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NOW COMES Plaintiff, AEROTEK, INC. (hereinafter “Plaintiff” or “Aerotek”),  
complaining of Defendant, DATRON WORLD COMMUNICATIONS, INC. and CYBERLUX  
CORPORATION (hereinafter collectively referred to as “Defendants”) alleging the following:

**PARTIES, JURISDICTION, and VENUE**

1. Plaintiff is a foreign corporation doing business in the State of North Carolina pursuant to a Certificate of Authority with the North Carolina Secretary of State and having registered agent and office at 2626 Glenwood Avenue, Suite 550, Raleigh, Wake County, North Carolina, 27608.

2. Upon information and belief, Datron World Communications, Inc. is a foreign corporation having registered agent and office at 330 N Brand Blvd, Glendale, California, 91203.

3. Upon information and belief, Cyberlux Corporation foreign corporation doing business in the State of North Carolina pursuant to a Certificate of Authority with the North Carolina Secretary of State and having registered agent and office at 160 Mine Lake Ct, Suite 200, Raleigh, Wake County, North Carolina, 27615.

4. This Court has jurisdiction over the subject matter and parties to this action.

5. Venue is properly had in this court of Wake County, North Carolina pursuant to N.C. Gen. Stat. §§ 1-79 and 1-82.

### **FACTS**

6. The allegations contained in the preceding paragraphs are realleged and incorporated by reference as if fully set forth herein.

7. Plaintiff and Defendants entered into a contract.

8. A dispute subsequently arose between Plaintiff and Defendants regarding Defendants' breach(es) of the contract.

9. In June 2024, Plaintiff and Defendants entered into a Settlement Agreement and Release (the "Settlement Agreement"), attached hereto as Exhibit A. Under the Settlement Agreement, Defendants agreed to pay Plaintiff \$204,705.45 (the "Settlement Amount") to resolve their disputes.

10. Plaintiff did not receive payment from Defendants as outlined in the Settlement Agreement.

11. Defendants breached the Settlement Agreement and failed or refused to pay the Settlement Amount in full.

### **FIRST CAUSE OF ACTION** **Breach of Contract**

12. The allegations contained in the preceding paragraphs are realleged and incorporated by reference as if fully set forth herein.

13. Defendants executed the Settlement Agreement guaranteeing payment of the Settlement Amount.

14. To date, Defendants have failed or refused to pay the Settlement Amount in full.

15. Defendants' failure or refusal to pay the Settlement Amount constitutes a breach of the Settlement Agreement.

16. As a direct and proximate result of Defendants' breach, Plaintiff is damaged in the amount of at least **Two Hundred Four Thousand Seven Hundred Five Dollars and Forty-Five Cents (\$204,705.45)**, plus interest at the highest amount allowed by law.

### **SECOND CAUSE OF ACTION**

#### **(Attorney's Fees)**

17. The allegations contained in the preceding paragraphs are realleged and incorporated by reference as if fully set forth herein.

18. Pursuant to N.C. Gen. Stat. § 6-21.5, attorney's fees may be awarded due to a complete absence of a justiciable issue.

19. There is no justiciable issue in this matter in law or fact.

20. Therefore, Plaintiff is entitled to recover its reasonable attorney's fees expended in pursuit of this matter pursuant to N.C. Gen. Stat. § 6-21.5 or any other applicable statute.

21. Said reasonable fees recoverable are 15% of the principal amount of the claimed suit or **Thirty Thousand, Seven Hundred Five Dollars and Eighty-Two Cents (\$30,705.82)**.

WHEREFORE, Plaintiff prays the Court as follows:

1. That Plaintiff have and recover the sum of **Two Hundred Four Thousand Seven Hundred Five Dollars and Forty-Five Cents (\$204,705.45)** from Defendant pursuant to Plaintiff's First Cause of Action for Breach of Contract, plus interest at the highest amount allowed by law;

2. That Plaintiff have and recover its reasonable attorney's fees pursuant to its Second Cause of Action for Attorney's Fees in the amount of **Thirty Thousand, Seven Hundred Five Dollars and Eighty-Two Cents (\$30,705.82)**;

3. That the costs of this action be charged against Defendants; and

4. That Plaintiff have and recover from Defendants such other and further relief as the Court may deem appropriate.

This the 29<sup>th</sup> day of October, 2024.

**ANDERSON JONES, PLLC**

/s/Todd A. Jones

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Todd A. Jones, NCSB # 25593

*Attorney for Plaintiff*

Anderson Jones, PLLC

421 N. Blount St.

Raleigh, NC 27601

Phone: 919-277-2541

Facsimile: 919-277-2544

**VERIFICATION**

I, Timothy Swift, being first duly sworn, says that I am a Representative of Aerotek Inc. in the above entitled action, that I have read the foregoing COMPLAINT and know the contents thereof, and that the same is true of my own knowledge except as to those matters and things therein stated upon information and belief, and as to those matters and things I believe them to be true.

AEROTEK, INC.

*Timothy Swift*  
Representative

Sworn to and subscribed before me this  
16<sup>th</sup> day of October, 2024.

*Mark Anthony Brown*  
NOTARY PUBLIC - Signed

MARK ANTHONY BROWN  
NOTARY PUBLIC - Printed

My Commission Expires:

12/13/2024



# Settlement Agreement and Release

This Settlement Agreement and Release (the "Agreement") is entered into by and between Aerotek, Inc. (hereinafter "AEROTEK") and Datron World Communications, Inc. and Cyberlux Corp. (hereinafter "DWC/CYBERLUX") on June 3, 2024.

## Recitals

**Whereas**, DWC/CYBERLUX contracted to obtain recruiting and staffing services from AEROTEK; and

**Whereas**, DWC/CYBERLUX owes AEROTEK the undisputed amount of \$204,705.45 for the services rendered in connection to the Services Agreement dated April 29, 2013 and any other agreements between the parties (collectively the "Services Agreement"), and

**Now Therefore**, AEROTEK and DWC/CYBERLUX enter into this Agreement for the purpose of compromising all disputes between them concerning any claims asserted or which could have been asserted against AEROTEK or DWC/CYBERLUX for the balance owed or services rendered, and pursuant to the following terms and conditions:

1. DWC/CYBERLUX agrees to pay the amount of TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED FIVE DOLLARS AND FORTY FIVE CENTS (\$204,705.45) (the "Settlement Amount"). The payment is due by August 31, 2024 and will be transmitted via ACH transfer to:

Commerce Bank  
1000 Walnut Street  
Kansas City, MO 64160  
ABA: [REDACTED]  
Account Number: [REDACTED]  
Account Name: Shook, Hardy, & Bacon, LLP Trust  
Details: Datron/Cyberlux payment to Aerotek

2. (a) Upon receipt of the Settlement Amount, AEROTEK for itself and its agents, heirs, successors, administrators, executors, trustees, and/or assigns, hereby releases, acquits and forever discharges DWC/CYBERLUX and its agents, heirs, successors, affiliates, parents, administrators, executors, trustees, officers, directors, and/or assigns, of and from any and all arbitration awards, judgments, actions, causes of action (whether in tort or contract or otherwise), claims, demands, fees, attorneys' fees, costs, expenses, lost income, and compensation on account of or in any way growing out of any and all known and unknown damages resulting from, or related to, the services rendered or the Services Agreement.

(b) DWC/CYBERLUX , for itself and its agents, heirs, successors, administrators, executors, trustees, and/or assigns, hereby releases, acquits and forever discharges AEROTEK and its agents, heirs, successors, affiliates, parents, administrators, executors, trustees, officers, directors, and/or assigns, of and from any and all arbitration awards, judgments, actions, causes of action (whether in tort or contract or otherwise), claims, demands, fees, attorneys' fees, costs, expenses, lost income, and compensation on account of or in any way growing out of any and all known and unknown damages resulting from, or related to, the services rendered or the Services Agreement.

3. This Agreement shall inure to the benefit of, and be binding upon, AEROTEK, DWC/CYBERLUX, and their respective successors and assigns. Neither party shall transfer or assign any of its rights hereunder without the written consent of the other party.

4. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5. It is the intention of the parties hereto that this Agreement shall be interpreted, construed, and enforced according to the laws of Maryland. Maryland courts shall have non-exclusive jurisdiction for any action related to this Agreement.

6. This Agreement constitutes the complete and final agreement of the parties. Neither this Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

7. This Agreement has been drafted by all parties hereto and all parties have had the opportunity to consult counsel.

8. The parties agree that this Agreement may be executed in counterparts and that the original signature of all parties on one single document is not necessary.

9. The terms of the Agreement shall be kept strictly confidential, except to the extent necessary to enforce the terms of this Agreement, or to the extent that any party is required to report this settlement to any third party due to a legitimate business reason, is required to report the terms of this Agreement to any taxing authority, or is otherwise required to do so pursuant to any State or Federal law.

10. The individuals signing this Agreement, on behalf of their respective parties, represent and warrant that they have the authority to sign this Agreement.

11. The parties signing this Agreement acknowledge that their electronic signatures are legally binding and effective as if they were the original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement this 3rd day of June, 2024.

**AEROTEK, INC.**

**DATRON WORLD COMMUNICATIONS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
**Aaron Goodman, COO**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**June 10, 2024**

\_\_\_\_\_  
Date

**CYBERLUX CORP.**

\_\_\_\_\_  
Signature



\_\_\_\_\_  
**Aaron Goodman, COO**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
**June 10, 2024**

\_\_\_\_\_  
Date