

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25-CVS-_____

Advanced Navigation & Positioning Corporation)
)
)
 Plaintiff,)
)
 -v-)
)
 Cyberlux Corporation)
)
 Defendant.)
 _____)

VERIFIED COMPLAINT

Plaintiff, complaining of the Defendant, alleges:

PARTIES

1. The Plaintiff Advanced Navigation & Positioning Corporation, (“**Plaintiff**” or “**ANPC**”) is a Delaware corporation in good standing with a legal existence and the capacity to sue, with its principal place of business located at 489 North 8th Street, Suite 203, Hood River, Oregon, 97031.

2. Upon information and belief, Cyberlux Corporation (“**Defendant**” or “**Cyberlux**”) is a Nevada corporation with its principal place of business in Durham County located at 800 Park Offices Drive, Suite 3209 Research Triangle, North Carolina, 27709 and can be served with process upon its registered agent, CT Corporation System, located at 160 Mine Lake Ct Ste 200, Raleigh, North Carolina 27615.

3. This Court has jurisdiction over the parties to this action pursuant to N.C. General Statute §1-75.4 and other applicable bases for jurisdiction.

4. Venue is proper pursuant to N.C. General Statute §1-82 and other applicable bases for venue.

BACKGROUND

5. ANPC is a supplier of precision approach guidance and area surveillance solutions.

6. On or around October 11, 2024, Cyberlux and ANPC entered into a purchase agreement (the “**Purchase Agreement**”) in which ANPC agreed to provide and Cyberlux agreed to purchase two Transportable Transponder Landing Systems with two guidance transmitter units, one applicable trailer, documentation, and spare parts (the “**Goods**”), along with installation services, training services, and assisted operations support (the “**Services**”)

7. The parties agreed that ANPC was to invoice Cyberlux for the Goods and Services according to five milestones set out in the Purchase Agreement (each of the five milestones referred to individually as a “**Milestone**” and together as “**Milestones**”).

8. ANPC performed under the Purchase Agreement, providing the Goods and Services in accordance with the terms of the Purchase Agreement.

9. ANPC invoiced Cyberlux for its performance through the first three Milestones set out in the Purchase Agreement.

10. Cyberlux paid ANPC the corresponding amount invoiced for the first three Milestones.

11. On December 20, 2024, ANPC invoiced Cyberlux a final invoice in the amount of \$2,830,050 (the “**Final Invoice**”). A true and accurate copy of the Final Invoice is attached hereto and incorporated herein by reference as **Exhibit A**.

12. Cyberlux did not communicate to ANPC any issues with the Final Invoice.

13. Cyberlux has not disputed that ANPC performed under the Purchase Agreement, that ANPC provided the Goods and Services, or that the amount set out in the Final Invoice is due to ANPC.

14. Pursuant to the Purchase Agreement, Cyberlux was required to pay the Final Invoice within ten days business days of Cyberlux's receipt of payment from Cyberlux's customer.

15. Upon information and belief, Cyberlux had received payment from Cyberlux's customer as of December 20, 2024 sufficient to pay the Final Invoice by December 30, 2024.

16. Cyberlux breached the Purchase Agreement when it failed to make a payment on the Final Invoice on or before December 30, 2024.

17. According to the Purchase Agreement, all disputes arising under the Purchase Agreement must be initially referred to the parties' senior management for resolution. The parties agreed to wait fourteen calendar days following referral to senior management before bringing to court any action arising out of or related to the Purchase Agreement.

18. Upon Cyberlux's failure to pay the Final Invoice in a timely manner, ANPC, by and through its attorney, gave notice to the Buyer's CEO of Cyberlux's failure to make timely payments on May 15, 2025 (the "**Payment Dispute Letter**").

19. The Payment Dispute Letter was sent to Cyberlux's CEO via Federal Express and email.

20. As of the date of this Verified Complaint, Cyberlux has not responded to the Payment Dispute Letter.

21. It has been more than fourteen days since ANPC sent the Payment Dispute Letter to Cyberlux.

CLAIM FOR RELIEF
(Breach of Contract—Purchase Agreement)

22. ANPC incorporates the prior allegations of the Complaint by reference.

23. The Purchase Agreement is a valid and enforceable contract.

24. ANPC has performed all of its obligations under the Purchase Agreement.

25. Cyberlux has materially breached the Purchase Agreement by failing to pay the Final Invoice as and when due.

26. ANPC has been damaged by Cyberlux's failure to pay the Final Invoice, which represents amounts owed under the Agreement for ANPC's performance.

27. As of the date of this Verified Complaint, ANPC is entitled to prejudgment interest at the rate of eight percent (8%) per annum for failure to pay the invoice by December 30, 2024.

28. ANPC is entitled to post-judgment interest accruing after the date of this Complaint through the date of judgment.

29. ANPC is entitled to a judgment against Cyberlux on the Purchase Agreement in the amount of **\$2,926,814.39**, which includes: (1) \$2,830,050.00 for the Final Invoice and (2) interest in the amount of \$96,764.39, representing interest accruing from the date of breach through the date of this Complaint.

WHEREFORE, ANPC respectfully prays that the Court:

A. Enter judgment in favor of ANPC and against Cyberlux in the amount of **\$2,926,814.39**, which includes: (1) \$2,830,050.00 for the Final Invoice and (2) interest in the amount of \$96,764.39.

B. Grant ANPC post-judgment interest as allowed by law.

C. Tax the costs of this action against Cyberlux.

D. Grant ANPC such other and further relief as the Court deems just and proper.

This the 5th day of June, 2025.

/s/ Catherine G. Clodfelter
Catherine G. Clodfelter
N.C. State Bar No. 47653
Charles E. Raynal IV
N.C. State Bar No. 32310
PARKER POE ADAMS & BERNSTEIN LLP

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Counsel for Plaintiff ANPC

VERIFICATION

Tim Arbogast, being first duly sworn, deposes and says that he is the CFO of Advanced Navigation and Positioning Corporation, a Delaware corporation, and, as such, he is authorized to make this oath; that he has read the foregoing and attached Verified Complaint, and that the same is true of his own personal knowledge except those matters stated upon information and belief, which he believes to be true.

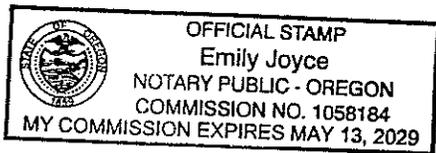
Advanced Navigation and Positioning Corporation

By: Tim Arbogast
, CFO

STATE OF Oregon
COUNTY OF HOOD RIVER

Personally appeared before me, Tim Arbogast, either being personally known to me or ~~proven by satisfactory evidence (said evidence being _____)~~; and acknowledged that he signed the foregoing document.

This the 5 day of June, 2025.



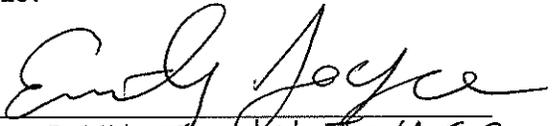

Notary Public Emily Joyce
(Type or Print Name)
My commission expires: May 13, 2029
(Notary Seal)



Exhibit A

Advanced Navigation & Positioning Corporation
489 N 8th Street Suite 203
Hood River, OR 97031
(800) 228-1857

Invoice Number: 0000696-IN
Invoice Date: 12/20/2024

Order Number: 0000261
Order Date: 10/8/2024
Salesperson: FRMB
Customer Number: 14-CYB001

Sold To:

Cyberlux Corporation
800 Park Offices Drive, Suite 3209
Research Triangle Park
Durham, NC 27709
Confirm To:

Ship To:

Cyberlux Corporation
800 Park Offices Drive, Suite 3209
Research Triangle Park
Durham, NC 27709

Customer P.O.	Ship VIA	F.O.B.	Terms
CCC Agreement 106703.105			Prepaid

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
/4000-14 Revenue-International Milestone 4: 20% of contract due upon SAT	EACH	1.00	1.00	0.00	2,830,050.00	2,830,050.00

Prepared by:

Net Invoice: 2,830,050.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 2,830,050.00


Tim Arbogast
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