

CAUSE NO. 01-25-00455-CV

**In the Court of Appeals for the
First District of Texas, Houston**

FILED IN
1st COURT OF APPEALS
HOUSTON, TEXAS
7/14/2025 10:14:58 PM
DEBORAH M. YOUNG
Clerk of The Court

In re Cyberlux Corp. and Mark D. Schmidt,
Relators

From the 129th Judicial District Court of Harris County, Texas
Trial Court Cause #2024-48085
The Honorable Judge Michael Gomez, Presiding/Respondent

**RECEIVER’S RESPONSE TO THE RELATORS’ EMERGENCY MOTION
TO STAY THE ORDER APPOINTING THE RECEIVER**

TO THE HONORABLE JUSTICES OF FIRST COURT OF APPEALS:

The Court-Appointed Receiver Robert Berleth (“the Receiver”) files this Response the Relators’ Emergency Motion to Stay the Order Appointing Receiver. For the following reasons, the Receiver requests that the Court lift the stay imposed by its June 30, 2025 Order and authorize the Receiver to do that which the trial court authorized him to do.

A. Introduction

Relator Cyberlux Corp., owned and “operated” by Relator Mark Schmidt

(collectively referred to as “Cyberlux”), is the very definition of a sham corporation. Plain and simple. Their efforts to persuade this Court to grant relief should fail. Otherwise, this Court will enable Cyberlux to perpetuate further fraud on unwitting vendors and contractors--none of whom they have ever paid or will ever be paid— despite their proclamations that they “intend” to do so. In short, the Court should easily conclude Cyberlux is a corporate deadbeat.

Attached to this Response is the Receiver’s second report (Ex. 1) just filed with the trial court and Cyberlux’s most recent earnings report, reporting revenue of \$24 million. (Ex. 2). The Court may take judicial notice of their public filings. Tex. R. Evid. 201.

B. PROCEDURAL BACKGROUND

For brevity, only the procedural history in Harris County, Texas is included below:

On July 7, 2024 Plaintiff, Atlantic Wave Holdings, LLC, hereinafter “Atlantic Waves” filed a Petition to Enforce a Foreign Judgment with an exemplified judgment from Virginia, Cause no. 23-07422, styled *Atlantic Waves Holdings, LLC, et. al. v. Cyberlux Corporation, et. al.* in the Circuit Court of Richmond Virginia.

Battle ensued. Over the next several months no motion went unanswered. Multiple letters, lengthy exhibits, motions to quash, and extensive briefing was filed

by the Defendant. During this time, several motions to vacate the foreign judgment and stay proceedings were made to the 129th Harris County and the Virginia court.

All were denied or tabled.

On January 9, 2025 a Motion to Appoint Receiver was filed by Atlantic Wave. In early February, the 129th held an oral hearing which started at 2:00 p.m., and lasted well into the evening. Judge Gomez orally granted the motion at the conclusion of the hearing, with a signed order supposedly to follow.

Before the 129th could enter a signed order appointing receiver, Cyberlux removed the case to federal court.¹ The removal was filed on February 12, 2025. There is no federal question in the domestication of a foreign judgment and the court correctly found that even if there were, the removal was untimely. Chief Judge Lee Rosenthal remanded the case to the 129th on March 27, 2025.

A renewed motion to appoint a receiver was brought, but again before the 129th could issue a signed order—and desperate for any delay possible—Cyberlux removed the same case to the same federal court for the second time in two months.² The second removal was filed on April 11, 2025. This time, federal district court Chief Judge Rosenthal saw the removal for what it was—delay. Finding “There is

¹ Cause No. 4:25-cv-00626, in the Southern District of Texas, styled *Atlantic Wave Holdings, LLC et al v. Cyberlux Corporation et al.*

² Cause No. 4:25-cv-01689, in the Southern District of Texas, styled *Atlantic Wave Holdings, LLC et al v. Cyberlux Corporation et al.*

no evidence that the receiver tried to seize and sell U.S. government property, or that the state court would allow him to do so. **Cyberlux had no objectively reasonable basis to remove again.**” The Federal court awarded attorneys’ fees to Atlantic Wave (yet to be paid) and remanded the case on May 14, 2025.

On May 22, 2025, Mr. Robert Berleth was appointed Receiver by the Court. The Order Appointing Receiver is based upon the standard order used by Mr. Berleth in Harris County, around the state, and in Federal court. Judge Rosenthal, Judge Gomez, and Judge Payne (55th District Court) have all signed very similar orders appointing Mr. Berleth as receiver. In fact, Cyberlux argued to Judge Rosenthal the proposed order “[w]as ‘excessively broad,’ ‘extreme and improper,’ and ‘unconscionable.’ ”(Exh. 1 at pg. 4). In a complete retort, Judge Rosenthal found exactly the opposite, stating in her memorandum opinion:

“It is clearly none of those things.”

That would not be the only time they improperly removed their case to Judge Rosenthal’s Court. And it would not be the last time she rejected their shenanigans.

C. The Receiver has acted properly and consistent with Texas law.

As is typical in an order appointing the Receiver, all non-exempt property of the Judgment Debtors becomes property in *custodia legis*, “in custody of the law”:

11) The unique power of a Receivership derives from the doctrine of *custodia legis*. Once a turnover order containing an appointment of a Receiver is signed, all of the judgment debtor's nonexempt property becomes property in *custodia legis*, or "in the custody of the law".⁴ In other words, the judgment debtor's property is considered to be in the constructive possession of the court. During the pendency of a Receivership, the Receiver has exclusive possession and custody of the judgment debtor's property to which the Receivership relates.⁵

See First Southern Prop. Inc. v. Vallone, 533 S.W.2d 339, 343 (Tex. 1976) (explaining *custodia legis*). Further, the Order sets forth that the Receiver has a judicial lien on all non-exempt assets and that no one (including an *alleged* lienholder) could sell any such property without court approval:

16) The Court assumes jurisdiction over and takes possession of Debtor's non-exempt property (collectively, the "Receivership assets"). Debtors is enjoined from selling non-exempt property, and must report to Receiver all sales and transfers of exempt property, within 5 days. The Receivership owns all non-exempt assets of all Debtors, regardless of whether Receiver takes actual possession. This includes accounts in financial institutions and banks.

Thus, the trial court 1) assumed jurisdiction and took possession and ownership of the Judgment Debtors' non-exempt property, and 2) enjoined the Judgment Debtors from selling any non-exempt property and ordered that they "must report" to the Receiver all sales and transfers of non-exempt property within a designated time. Consistent with the relevant law set forth below, the Receivership owned all non-exempt assets of all Judgment Debtors, regardless of whether the Receiver took actual possession. The Order grants the Receiver broad powers, including the power

to subpoena third parties, documents, and to compel “any debtor, third party, or witness to deliver receivership assets and information about receivership assets.”

D. Cyberlux’s does not have any known daily operations

Regarding their extreme accusation that they cannot operate their business because of the Receivership, the Court should question this claim closely. Receivers take control of all property, including a business. This is typical of a Receivership. Contrary to Cyberlux’s claims, the Receiver has done nothing to prevent their business operations. If the Receiver has, in fact, interfered, they have not provided this Court with sufficient information, or details regarding what their daily operations are and how the Receiver is allegedly disrupting it.

On May 23, 2025, the Receiver took physical possession of the Cyberlux manufacturing facility located at 21631 Rhodes Road, Spring, Texas 77388. The Receiver changed the locks to the building and secured the entire premises.

Working with the parties and counsel, the Receiver coordinated the final shipment of government property over the next week. At all times during the week, the Receiver personally, or his staff, were present to observe the inventory and shipping of products by Cyberlux. The final truck departed the manufacturing facility on May 30, 2025. The property landlord locked out Cyberlux on or about June 1, 2025 for failure to pay several months rent.

As it stands, the Receiver has not been able to determine what Cyberlux does. The Receiver knows what Cyberlux *claims* to do—which is they claim to be in the business of making drones—but that has been the subject of extensive litigation.

Since at least June 11, 2025, due to a lockout by the landlord and Cyberlux’s failure to pay their employees, there are no known “daily operations” for the Receiver to disturb or with which to interfere. Given the numerous misrepresentations that Cyberlux has made to the trial court, the Court should deny the requested relief and immediately lift any stay imposed upon the Receiver.

E. The Receiver coordinated a final payment that will satisfy all creditors

At great effort over the past several months, the Receiver has coordinated with HII Mission Technologies Corp (“HII”) through their counsel, Greg Jackson at Arcadi Jackson, and confirmed final payment of \$25,795,303.38 (the “Funds” or “Corpus”) from HII Mission Technologies Corp. (“HII”) is anticipated through the federal government soon. This is the only known corpus of Cyberlux. A full settlement agreement and release will accompany the payment from HII. The Receiver will then be able to properly disburse the funds in accordance with anticipated subsequent orders from the 129th District Court. This will give all creditors an opportunity to be heard and submit their claims in a timely and orderly fashion to a court of proper jurisdiction.

F. The Receiver has engaged in settlement efforts from the inception

The Receiver—as an arm of the Court—has devoted significant time and resources for months to resolve Cyberlux’s debts. With the funds anticipated to be received from HII, he can do so. But not until this Court lifts the stay.

Judgement creditors quickly came to the Receiver (aka the trial court), with numerous unpaid debts. During the receivership, the Receiver has been contacted by no fewer than a dozen other creditors of Cyberlux, several of whom have existing outstanding judicial awards, and many others of whom have either pending litigation or contractual obligations with Cyberlux for payment. There are many others—**specifically employees owed back pay.**

To date, the judgments and debts presented to the Receiver are approximately \$70 million. The Receiver has worked tirelessly and successfully negotiated a settlement with those creditors such that the approximately \$70 million of debt will be resolved with \$25 million. This settlement is ready to be executed pending this Court’s decision regarding the stay per the June 25 Order. All parties have signed or are prepared to sign contingent on the Court’s action. Therefore, the Receiver urges the Court to work in the interest of justice to the creditors and allow the Receiver to proceed with the settlement.

Cyberlux benefits tremendously from the settlement—which results in the

elimination of nearly \$45 million of *their* debt. Beyond that, the settlement resolves and puts an end to at least 21 litigations in multiple states all against Cyberlux. This settlement truly serves all parties as well as the judiciary.

So Cyberlux's fight here is suspect. To stay or abate the Receivership benefits Cyberlux and *only* Cyberlux. It then exactly deprives unpaid creditors of the justice to which they are entitled, and for which the purpose a Receivership is necessary. Further, it gives Cyberlux direct access to the approximately \$25 million pending payment and it is questionable (and unlikely) that they are interested in paying their creditors. Indeed, they have not done so nor have a pattern of doing so. Attached to this Response is the Receiver's Second Report to the trial court which provides the more detailed information.

On June 24, 2025, HII Mission Technologies Corp. filed an interpleader action in the United States District Court for the Eastern District of Virginia under Civil Action No. 3:25-cv-00483-JAG ("Federal Interpleader Action"). The Receiver is personally named as an Interpleader Defendant/Claimant in the Federal Interpleader Action. And so, too, is Cyberlux a defendant in that case.

Because of this pending case, the Receivership cannot be terminated. The Receiver has retained counsel in Virginia. More importantly, the Receiver continues to diligently seek, and is nearing a complete agreement between all the parties to the

Federal Interpleader Action. In other words, the global settlement should resolve this litigation as well.

G. Cyberlux’s pattern of promising to pay, but not following through

This is at least the fourth “Emergency” motion to stay filed by Cyberlux, including to stay the enforcement of this valid Virginia judgment. **All have failed.** In August, 2024, Cyberlux sought to stay collections in the Virginia court with a similar Emergency Motion now before this Court. The Virginia judge was not persuaded by Cyberlux’s arguments they were “about to pay”. The result of Cyberlux’s Emergency Motion in Virginia resulted in an order to pay \$9,392.50, “based solely on Attorney’s Fees incurred in Defending against the ‘Defendant’s Emergency Motion for Declaratory Relief’”. The fees have not been paid.

On October 28, 2024, Cyberlux’s Counsel Mr. Pennetti himself failed to persuade Judge Gomez to stay this collection, citing a “pending appeal” --which was subsequently never filed (emphasis added). See exhibit 10- Oral Transcript of October 28, 2024, at page 14.

THE COURT: I would be willing to consider something like that but not sort of this ambiguous you have this stuff out there. I don’t really know what’s going on and we filed this. So if you truly have something that’s currently set, you have security that’s been filed, and, you know, it’s going to get heard in the near term, I can appreciate -- I don’t mind bridging until that’s resolved one way or the other but **what I’m not willing to do is stay enforcement of the**

judgment simply because something has been filed somewhere that says, hey, please don't enforce the judgment.

Then, Cyberlux removed the case to the Southern District of Texas--**twice**.

In the past, Mr. Pennetti has argued "pending funding" from Legalist. At no point in Mr. Pennetti's argument did he claim to have the funds (i.e. in the Thompson Coburn IOLTA), nor did he assert Cyberlux has tried to pay the funds. This "Emergency" motion is merely more of the same empty promises of an uncertain payment and emergency requests to stop valid collections in a receivership.

The Receiver has directly spoken with Legalist, and the lender is less than enthusiastic about lending *more* funds to a debtor in such dire straits, especially given the amounts already owed to Legalist (over \$8 million). Legalist is also deeply concerned about the multiple other final judgments pending enforcement. Even if Legalist were to loan funds to get Cyberlux out of the current collection, the next judgment creditor(s) would simply begin collections with a new receivership, which has already been ordered in Cause No. 4:25-cv-02796, pending in the Southern District of Texas) (Hon. David Hittner). Again, Cyberlux removed the case to federal court--the third in as many months. If Legalist were truly interested in loaning the money to Cyberlux to resolve the Atlantic Waves debt, they easily could have

done it *prior* to the receivership, thus saving themselves considerable expense and trouble. The receiver asserts Legalist has no intention of further lending to Cyberlux and this is simply another “emergency” motion with empty promises.

H. Court’s and Receiver’s Responsibilities to Other Outstanding Debts

Pursuant to the Order Appointing Receiver Paragraph 22, the Receiver may obtain permission for this and other courts to satisfy several judgments against the same debtor. *Barrera v. State*, 130 S.W.3d. 253 (Tex. App.—Houston [14th Dist.] 2004, no pet.). In fact, the Receiver and this Court must give credence to valid and existing judgments from other jurisdictions. “Courts must grant full faith and credit to orders from other states.” See, e.g., *Peden v. Pohl*, App. No. 01-08-00373-CV, 2009 Tex. App. LEXIS 7115 (Tex. Sep. 10, 2009) (“The Ohio injunction against suits in other states that may interfere with the receivership process is entitled to full faith and credit in Texas.”); see also *Bard v. Charles R. Myers Ins. Agency, Inc.*, 839 S.W.2d 791, 795 (Tex. 1992); see also *State of Washington v. Williams*, 584 S.W.2d 260, 261 (Tex. 1979) (“The general rule is that a judgment rendered by a court of one state is ... entitled to recognition, force or effect, ... to the same extent as it has by law or usage in the courts of the state where the judgment was rendered.”). Full faith and credit are not a suggestion, but a constitutional command, designed to foster unity and prevent the chaos that would inevitably ensue if states were free to

disregard valid legal judgments of their sister states. The Seventh District Court of Appeals stated that:

Our United States Constitution requires each state to give full faith and credit to the public acts, records, and judicial proceedings of every other state. U.S. CONST. art. IV, § 1; *Dalton v. Dalton*, 551 S.W.3d 126, 135 (Tex. 2018). This means a valid judgment from one state must be enforced in other states regardless of the laws or public policy of the other states. *Bard v. Charles R. Myers Ins. Agency, Inc.*, 839 S.W.2d 791, 794 (Tex. 1992); *Mindis Metals, Inc. v. Oilfield Motor & Control, Inc.*, 132 S.W.3d 477, 484 (Tex. App.-Houston [14th Dist.] 2004, pet. denied) (op. on reh'g) (stating that “Texas is required to enforce a valid judgment from another state”).

In re Oltivero, 07-24-00022-CV (Tex. App.—Amarillo 2025, no pet.).

Other states have similarly granted full faith and credit to injunctions entered by sister states prohibiting suits that may interfere with the receivership process. See, e.g., *Brown v. Link Belt Div. of FMC Corp.*, 666 F.2d 110 (5th Cir. 1982) (Louisiana federal court upheld injunction by Illinois receivership court); *State ex rel. Low v. Imperial Ins. Co.*, 140 Ariz. 426, 682 P.2d 431, 439 (Ariz. Ct. App. 1984) (injunction by California receivership court); *Integrity Ins. Co. v. Martin*, 105 Nev. Page 4 of 7 June 4, 2025 16, 769 P.2d 69, 70 (Nev. 1989) (injunction by New Jersey receivership court); *Nasef v. U & I Invs., Inc.*, 755 P.2d 136, 138 (Or. Ct. App. 1988) (injunction by Indiana receivership court).

In sum, this Court's stay has hindered the Receiver's ability to bring a final resolution with the settlement of Cyberlux's \$70 million of debt, all reduced to \$25 million. In the interests of justice, the Court should lift the stay and deny all relief sought by Cyberlux. Finally, there are at least four valid existing UCC's and final judgments, from other states and federal courts. Each requires the Receiver's attention prior to terminating the receivership. At least two new lawsuits have been filed against Cyberlux during the Receivership. The Receiver intends to ask this court to supplement the Order Appointing Receiver to add the additional judgments in series, but the Receiver needs time to verify the amounts, validity, and explore settlement with the various other creditors. The Court would also need time to evaluate each claim and provide guidance to the Receiver regarding distribution of funds.

PRAYER

The Receiver Robert Berleth prays that this Court deny the Relators' Emergency Motion to Stay or Otherwise Suspend the Order Appointing the Receiver in all respects. Further The Receiver asks the Court to take the following actions as soon as possible:

- a. The Court lift the stay of they May 22, 2025 Order which this Court imposed on June 30, 2025.

- b. Allow the Receiver to continue to comply with his duties including the settlement of creditor claims; and that
- c. The Receivership is to continue in all other aspects.

Respectfully submitted,

/s/ Anita Kawaja

Law Offices of Anita Kawaja
SBOT: 24003282
PO Box 31400
Houston, Texas 77231
(713) 775-5679
Anita@AnitaKawajaLaw.com

CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing has been served on Counsel of Record according to Tex.R.Civ. 21a on July 14, 2025 via e-filing.

/s/ Anita Kawaja

Anita Kawaja

CAUSE NO. 2024-48085

ATLANTIC WAVE HOLDINGS, LLC § IN THE DISTRICT COURT
and SECURE COMMUNITY, LLC., §
Plaintiffs, Judgment-Creditors, §
v. § 129TH JUDICIAL COURT
CYBERLUX CORPORATION and §
MARK D. SCHMIDT, individually, § IN AND FOR
Defendants, Judgment-Debtors. § HARRIS COUNTY, TEXAS

RECEIVER'S SECOND REPORT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Robert W. Berleth, of Berleth & Associates, PLLC, as Receiver, appointed by this Honorable Court as Receiver hereinafter the "Order" files this Receiver's Second Report, and for good cause shows the following:

A. REPORT OF RECEIVER

1. Termination of the receivership is impossible at this time because the Receiver is a party to active litigation pending in the United States District Court for the Eastern District of Virginia under Civil Action No. 3:25-cv-00483-JAG, styled *HII Mission Technologies Corp. v. Cyberlux Corporation*.

2. Furthermore, due to the actions of Cyberlux since the payment received on June 11, 2025, the Receiver's reasonable and necessary attorneys' fees have substantially increased since the filing of the First Report. Cyberlux has filed two separate appeals with the First Court of Appeals under case numbers 01-25-00454-CV and 01-25-00455-CV.

3. Lastly, Cyberlux has objected to both the Receiver's Motion to Terminate and the Receiver's Proposed Order in two separate objections. Further evidentiary hearings are required.

4. Since June 11, 2025, due to a lockout by the landlord and Cyberlux's failure to pay their own employees, there are no known "daily operations" for the Receiver to disturb or interfere with.

5. On June 18, 2025, Defendants Cyberlux Corporation and Mark D. Schmidt ("Cyberlux" or "Defendants") filed Defendants' Notice of Appeal to the First or the Fourteenth Court of Appeals.

6. Since the June 30, 2025, Order from the First Court of Appeal the Receiver continued his actions **of not** disturbing the daily operations and **did not** taking any actions as Receiver against Cyberlux or Mark D. Schmidt.

7. From inception of the receivership, the Receiver has sought to settle this and other litigations, giving proper credence to the other creditors of Cyberlux.

8. **To stay or abate this receivership, thus giving Cyberlux direct access to the Corpus of the ~\$25 million pending payment, would be a grave injustice to the other Creditors of Cyberlux.**

9. On June 24, 2025, HII Mission Technologies Corp. filed an interpleader action in the United States District Court for the Eastern District of Virginia under Civil Action No. 3:25-cv-00483-JAG ("Federal Interpleader Action"). See Exhibit 1. The Receiver is personally named as an Interpleader Defendant/Claimant in the Federal Interpleader Action.

10. The Receiver has retained counsel in Virginia. More importantly, the Receiver continues to diligently seek, and is nearing a complete agreement between all the parties to the Federal Interpleader Action.

11. The Receiver has drafted an agreed order and settlement. The proposed agreed order would dispose of ~21 legal actions across the nation, at both the state and federal level, and satisfy all known creditors of Cyberlux. The proposed agreed order would specifically satisfy the underlying Virginia State Court judgment upon which this receivership is based. If the proposed order is entered by the Eastern District of Virginia, the Receiver will immediately advise this Court of the order, and renew his Motion to Terminate the Receivership.

PRAYER

12. **WHEREFORE**, Receiver prays that:

- a. The Receivership be retained; and,
- b. Such other and further relief which Receiver is justly entitled.

Respectfully submitted by:



BERLETH & ASSOCIATES

Robert W. Berleth

Texas Bar # 24091860

SDOT #: 3062288

rberleth@berlethlaw.com

9950 Cypresswood, Suite 200

Houston, Texas 77070

Tele: 713-588-6900

Fax: 713-481-0894

APPOINTED RECEIVER

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Robert Berleth, who, being by me duly sworn upon oath deposed and stated as follows:

“My name is Robert Berleth. I am the appointed Receiver in the above-styled case and I have personal knowledge of the facts contained and asserted herein. The facts contained herein are true and correct and I am fully authorized to make this affidavit.”



Robert Berleth
APPOINTED RECEIVER

SWORN TO AND SUBSCRIBED before me by Robert Berleth on Monday, July 14, 2025, to certify which, witness my hand and seal of office.



Notary Public in and for the
State of Texas



Printed Name:
My Commission Expires:

Sheli Marie Davis
April 25, 2029

CERTIFICATE OF SERVICE

I hereby certify that on Monday, July 14, 2025, a true and correct copy of the above and foregoing was forwarded to all counsel of record via certified mail, return receipt requested, regular mail, e-mail and/or facsimile. Electronic records were also forwarded in accordance with local rules through the E-file or CM/ECF system.

Counsel for Creditor
Atlantic Wave Holdings, LLC
Shawn M. Grady
SBN 24076411
shawn@gradycollectionlaw.com
2100 West Loop South, Ste. 805
Houston, Texas 77027

Via Texas E-file

Counsel for Debtor,
Cyberlux Corporation
Alexander J. Pennetti
State Bar No. 24110208
THOMPSON COBURN LLP
2100 Ross Avenue, Suite 3200
Dallas, Texas 75201

Via Texas E-file

Respectfully submitted by:



BERLETH & ASSOCIATES
Robert Berleth
Texas Bar # 24091860
SDOT #: 3062288
E-mail: rberleth@berlethlaw.com
Tristian Harris
Texas Bar # 24134449
E-mail: tharris@berlethlaw.com
9950 Cypresswood Dr. Suite 200
Tele: 713-588-6900

APPOINTED RECEIVER

Q2 2025 Revenue

Cyberlux Corporation Reports Q2 2025 Revenue of \$24.5 Million, YTD Revenue of \$29.6 Million, \$18.1 Million Backlog, and Expanding Global Defense Footprint

RESEARCH TRIANGLE PARK, N.C., July 2, 2025 — *Cyberlux Corporation* (OTC: CYBL), an advanced technology platform driving defense innovation and national security modernization, today announced financial results for the second quarter of 2025, reporting **Q2 revenue of \$24.5M** bringing **year-to-date (YTD) revenue to \$29.6M**.

The company enters Q3 with a **contracted order backlog of \$18.1 million**, underscoring continued momentum across all business units and providing strong visibility into the remainder of the fiscal year.

During Q2, Cyberlux also achieved several key operational milestones:

- **Successfully completed a major Unmanned Aircraft Systems (UAS) contract** for a U.S. defense partner;
- **Expanded technology deployment and product shipments into the U.S. Indo-Pacific Command (INDOPACOM)** area of operations;
- **Continued support of deployed tactical capabilities aiding Ukraine**, reinforcing the company's role in frontline defense operations.

"Our Q2 results demonstrate the strength of our platform and the global relevance of our solutions," said Mark Schmidt, CEO of Cyberlux Corporation. "We are executing on all fronts—from contract fulfillment and system delivery to strategic expansion into key geographic theaters. These efforts are reflected in our revenue growth and \$18.1 million backlog, which gives us a strong runway into the second half of the year."

Cyberlux continues to build momentum across its three core business units—**Unmanned Systems, Tactical Solutions, and Infrastructure Technology**—and remains a trusted supplier to both U.S. defense agencies and allied nations. With robust partnerships and government contract performance in place, the company is delivering high-impact solutions for the evolving modern battlefield.

"Cyberlux remains mission-driven—delivering real-time innovation, supporting critical U.S. and allied operations, and building long-term shareholder value," added Schmidt.

Cyberlux will provide additional insights and forecasts in its upcoming quarterly investor presentation, including updates on contract performance, technology deployments, and global partnerships.

About Cyberlux Corporation

Cyberlux Corporation (OTC: CYBL) is a leading provider of advanced defense technology solutions, specializing in tactical unmanned aerial systems (UAS), military communications and mission-critical solutions for global military markets. The company develops next-generation military capabilities designed to enhance operational effectiveness for U.S. military, government, and global defense partners.

For more information, visit www.cyberlux.com.

SAFE HARBOR STATEMENT

This Press Release may contain forward-looking statements that can be identified by terminology such as “believes,” “expects,” “potential,” “plans,” “suggests,” “may,” “should,” “could,” “intends,” or similar expressions within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All forward-looking statements are inherently uncertain as they are based on current expectations and assumptions concerning future events or future performance of the company. Readers are cautioned not to place undue reliance on these forward-looking statements, which are only predictions and speak only as of the date hereof. In evaluating such statements, prospective investors should review carefully various risks and uncertainties identified in this release and matters set in the company’s OTC/SEC filings. These risks and uncertainties could cause the company’s actual results to differ materially from those indicated in the forward-looking statements.

For media inquiries, please contact:

Email: ir_cybl@Cyberlux.com | **Phone:** (984) 363-6894

Founded in 2000, Cyberlux Corporation (CYBL) is a trusted provider of Advanced Solutions to Military, Government, and Commercial Organizations

Contact

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

Phone
(984) 363-6894

Fax
(919) 724-4159

Useful Links

Investor Relations (<https://cyberlux.com/about/press-releases>)

Annual Report (<https://www.otcmarch.com/otcapi/company-report/451033/content>)

Q1 2024 Financial Results Report (<https://www.otcmarch.com/otcapi/company-report/411731/content>)

Q2 2024 Financial Results Report (<https://www.otcmarch.com/otcapi/company-report/411734/content>)

Q3 2024 Financial Results Report (<https://www.otcmarch.com/otcapi/company-report/416678/content>)

Cyberlux Shareholder Update November 15, 2024

2024 Cyberlux Leadership Forum Video (<https://www.youtube.com/watch?v=wYXeZ8plwRQ>)

Cyberlux Leadership Forum 2024 – Leadership-Forum-2024-Q-A.pdf Q&A

Cyberlux Litigation Feb 2025 february-2025-qa/) Q&A

Company

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anita Kawaja

Bar No. 24003282

Anita@AnitaKawajaLaw.com

Envelope ID: 103122186

Filing Code Description: Response

Filing Description: Response to Emergency Motion to Stay or Otherwise

Suspend Order Appointing Receiver

Status as of 7/15/2025 7:58 AM CST

Associated Case Party: Cyberlux Corporation

Name	BarNumber	Email	TimestampSubmitted	Status
Hannah Fischer		hfischer@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Jocelin A.Tapia		jtapia@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Sandra Meiners		smeiners@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Laurie DeBardleben		ldebardeleben@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Roxanna Lock		rlock@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Douglas S.Lang		dlang@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Jeff Brown		jbrown@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Paula Gentry		pgentry@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Katharine Clark		kclark@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Lena Brasher		lbrasher@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Alex Pennetti		apennetti@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Edward W.Gray, Jr.		EGray@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Raymond JStewart		rstewart@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Carl Rosley		crowley@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Joshua L.Divak		jdivak@thompsoncoburn.com	7/14/2025 10:14:58 PM	ERROR
Lorrie Hargrove		lhargrove@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Catherine Mamayson		cmamayson@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Mary Ihms		mihms@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT

Associated Case Party: Atlantic Wave Holdings, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
------	-----------	-------	--------------------	--------

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anita Kawaja

Bar No. 24003282

Anita@AnitaKawajaLaw.com

Envelope ID: 103122186

Filing Code Description: Response

Filing Description: Response to Emergency Motion to Stay or Otherwise

Suspend Order Appointing Receiver

Status as of 7/15/2025 7:58 AM CST

Associated Case Party: Atlantic Wave Holdings, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Lena Brasher		lbrasher@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT
Shawn M.Grady		shawn@gradycollectionlaw.com	7/14/2025 10:14:58 PM	SENT
Travis B.Vargo		tvargo@vargolawfirm.com	7/14/2025 10:14:58 PM	SENT
James Sadigh		jamesasadigh@aol.com	7/14/2025 10:14:58 PM	SENT
Bruce C.Tough		service@toughlawfirm.net	7/14/2025 10:14:58 PM	SENT
David A.Walton		dwalton@bellnunnally.com	7/14/2025 10:14:58 PM	SENT
LaDonna Arey		LArey@bellnunnally.com	7/14/2025 10:14:58 PM	SENT
Records Department		Records@bellnunnally.com	7/14/2025 10:14:58 PM	SENT
Daniel A.Ardmore		ardmorelawfirm@gmail.com	7/14/2025 10:14:58 PM	SENT
Bernadette Martin		bernadette@gradycollectionlaw.com	7/14/2025 10:14:58 PM	SENT
Jemisha Gandhi		jpgandhi@bellnunnally.com	7/14/2025 10:14:58 PM	SENT
Michael Poynter	24092991	mpoynter@vargolawfirm.com	7/14/2025 10:14:58 PM	SENT
Gregory Nieman	24116830	gnieman@bellnunnally.com	7/14/2025 10:14:58 PM	SENT
Frankie Huff		fhuff@thompsoncoburn.com	7/14/2025 10:14:58 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Robert Berleth	24091860	rberleth@berlethlaw.com	7/14/2025 10:14:58 PM	SENT
Tristian Harris	24134449	tharris@berlethlaw.com	7/14/2025 10:14:58 PM	SENT
Micah Jackson		mjackson@berlethlaw.com	7/14/2025 10:14:58 PM	SENT
Sheli Davis		sdavis@berlethlaw.com	7/14/2025 10:14:58 PM	SENT

Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anita Kawaja
Bar No. 24003282
Anita@AnitaKawajaLaw.com
Envelope ID: 103122186
Filing Code Description: Response
Filing Description: Response to Emergency Motion to Stay or Otherwise Suspend Order Appointing Receiver
Status as of 7/15/2025 7:58 AM CST

Case Contacts

Sheli Davis		sdavis@berlethlaw.com	7/14/2025 10:14:58 PM	SENT
Corinne Martin		cmartin@berlethlaw.com	7/14/2025 10:14:58 PM	SENT
David M.Keithly		dkeithly@mortensontaggart.com	7/14/2025 10:14:58 PM	SENT
Anita Kawaja		Anita@AnitaKawajaLaw.com	7/14/2025 10:14:58 PM	SENT
Anita Kawaja		anita@AnitaKawajaLaw.com	7/14/2025 10:14:58 PM	SENT
Michael Gomez		shanelle.taylor@hcdistrictclerk.com	7/14/2025 10:14:58 PM	SENT

Associated Case Party: Robert Berleth

Name	BarNumber	Email	TimestampSubmitted	Status
Anita Kawaja	24003282	Anita@AnitaKawajaLaw.com	7/14/2025 10:14:58 PM	SENT