

CAUSE NO. \_\_\_\_\_

CLAYTON SERVICES, INC., § IN THE DISTRICT COURT OF  
*Plaintiff,* §  
v. § \_\_\_\_\_ JUDICIAL DISTRICT  
CYBERLUX CORPORATION and §  
MARK D. SCHMIDT, § HARRIS COUNTY, TEXAS  
*Defendants.* §

**ORIGINAL PETITION AND APPLICATION TO APPOINT RECEIVER**

COMES NOW, Plaintiff CLAYTON SERVICES, INC., a Texas corporation, hereinafter "Plaintiff" by and through the undersigned counsel and filed this Original Petition and Application to Appoint Receiver over CYBERLUX CORPORATION, a Nevada corporation, hereinafter "Cyberlux" or "Defendant", and in support thereof would show the Court the following:

**I. DISCOVERY CONTROL PLAN**

1. Clayton Services, Inc. intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.
2. Pursuant to Rule 47, Plaintiff states they seek monetary relief over \$1,000,000.00 (excluding interest, statutory or punitive damages, penalties, attorneys' fees, and costs), and non-monetary relief.

**II. JURISDICTION & VENUE**

3. This Court has subject matter jurisdiction because the amount in controversy and the damages sought are within the jurisdictional limits of this Court.
4. Venue is proper in this county because: (1) it is the county in which all or a

substantial part of the events giving rise to Plaintiff's claims occurred. Tex. Civ. Prac. & Rem. Code § 15.002(a)(1). Specifically, the Defendants' manufacturing plant is located in Harris County, Texas.

### **III. CONDITIONS PRECEDENT**

5. All conditions precedent have been performed or occurred.

### **IV. PARTIES**

6. Plaintiff, CLAYTON SERVICES, INC. is a corporation licensed to do business in Texas with, with a principal place of business in Houston, Texas.

7. Defendant CYBERLUX CORPORATION, is a Nevada corporation with its headquarters and principal place of business located at 800 Park Offices Drive, Suite 3209, Research Triangle Park, North Carolina 27709 and may be served through their registered agent.

8. Defendant, MARK D. SCHMIDT, a North Carolina citizen residing in Chatham County, North Carolina, CEO of Cyberlux, and may be served at 800 Park Offices Drive, Suite 3209, Research Triangle Park, North Carolina 27709, or wherever he may be found.

### **V. STATEMENT OF FACTS**

9. Plaintiff had a contract with Catalyst Machineworks to provide temporary labor for the manufacture of drones as part of a government contract.

10. In 2022, Catalyst Machineworks was acquired by Cyberlux Corporation.

11. Cyberlux Corporation continued to honor the contract with Intervenor, promptly paying monthly invoices for the labor provided, until they abruptly stopped in December of 2023.

12. Cyberlux Corporation currently owes Intervenor \$786,155.07, not including interest and fees, for invoices from December 2023 through March 2024.

13. Mark Schmidt, Cyberlux Corporation's CEO, has repeatedly agreed to provide payment for the invoices at issue, but to date, no such payment has been made.

## **VI. CAUSES OF ACTION**

### **Breach of Contract**

14. Plaintiff entered into a written contract with contract with Catalyst Machineworks to provide temporary labor for the manufacture of drones as part of a government contract. Cyberlux Corporation assumed that contract when it acquired Catalyst Machineworks. Cyberlux Corporation breached the contract by failing to timely deliver payment for the services provided by Plaintiff. Cyberlux Corporation's breach has caused and continues to cause Clayton Services general, special, and consequential damages including the loss of the benefit of its bargain, repair costs, remediation costs, attorneys' fees, and court costs.

15. Clayton Services has performed its obligations under the contract, tendered performance of, or was excused from performing its contractual obligations.

## **VII. ATTORNEYS' FEES AND COSTS**

16. Plaintiff is entitled to recover its attorneys' fees in connection with this litigation, together with court costs and reasonable expert fees pursuant to the Texas Civil Practices and Remedies Code and common law.

## **VIII. OBJECTION TO ASSOCIATE JUDGE**

17. Plaintiff object to this case being referred to an associate judge for hearing a trial on the merits or for presiding at a jury trial.

## **IX. APPLICATION TO APPOINT A RECEIVER**

18. This Application seeks the appointment of a contingent receiver over the assets, property, and business operations of Defendant Cyberlux. The receivership sought herein is intended to operate as a protective, contingent receivership—one that shall become immediately operative and effective upon the termination, dissolution, discharge, or lapse of the receivership currently in place in Cause No. 2024-48085, styled *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, pending in the 129<sup>TH</sup> District Court of Harris County, Texas (the “Atlantic Wave Receivership”). Due to the parties in that case allegedly reaching a final and mutual settlement, a termination of that receivership is possible, which would leave this Plaintiff without recourse.

19. As a result of multiple creditors claims and judgments against Cyberlux, a case styled *HII Mission Technologies v. Cyberlux Corp. et al.*, Civil Action No. 3:25-cv-483-JAG, was filed in the United States District Court for the Eastern District of Virginia (the “Virginia Case”) and there is ~\$23,736,937.56 in the registry (the “Registry Money” or “Corpus”). Disbursement of the Corpus is imminent. The Receiver, Robert Berleth, is a listed by name as a Defendant in the Virginia Case and has actively participated through counsel. Some other creditors are listed; others have intervened seeking payment of their claims.

20. The multiple creditors seeking a recovery in the Virginia Case is evidence of Cyberlux’s long and storied history of non-payment. If Cyberlux has an opportunity to

receive the Corpus, it is their intention is to abscond with the remaining Corpus without any credence to the most creditors—including their own unpaid employees and the Plaintiff in this case. Plaintiff also requests this Court take judicial notice of the conduct of Cyberlux in the Atlantic Wave Receivership to this point.

21. The creditors of Cyberlux, including Applicant, will suffer immediate, imminent, and irreparable harm if this Court does not appoint a contingent receiver. The assets of Cyberlux constitute the only known source from which creditor's claims can be satisfied. If those assets are dissipated, transferred, or secreted away during any gap between the termination of the Atlantic Wave Receivership and the appointment of a successor receiver, creditors will be left without any meaningful remedy. Money damages alone are insufficient to address this harm because the Defendants are, upon information and belief, are actively working to render itself judgment-proof.

22. Justice and equity will not be served if Cyberlux is allowed to abscond with the Corpus. To address the other creditors of Cyberlux, equity requires this court to create a new general receivership estate (the "Estate") for Cyberlux Corporation pursuant to Tex. Civ. Prac. & Rem. § 64.001(a)(7).

23. The appointment of a contingent receiver is necessary and urgent. There is substantial and credible harm will occur because Defendants intends to abscond with, dissipate, transfer, or otherwise misappropriate the corpus of funds and assets subject to creditor claims the moment the protection of the Primary Receivership lapses. The creditors of Cyberlux face a danger of imminent and irreparable harm if a successor receivership structure is not in place to ensure continuity of protection over the Defendants'

assets.

24. For that reason, Plaintiff proposes Robert Berleth be appointed as receiver due to his knowledge of the case, being named in the Virginia Case, and his continued trust with the creditors. Mr. Berleth is the most qualified to serve as the receiver in this case.

25. This contingent receivership shall be activated automatically and without further order of this Court upon the entry of an order terminating, discharging, or dissolving the Atlantic Wave Receivership.

**PRAYER**

26. WHEREFORE, PREMISES CONSIDERED, Clayton Services prays that on final trial it shall have judgement against Cyberlux Corporation as follows:

- a. Actual and economic damages, including benefit of the bargain damages and any damage incurred because of the breach;
- b. Reasonable attorneys' fees under the Civil Practice and Remedies Code;
- c. Costs of court;
- d. Pre-judgment and post-judgment interest at the highest allowable rate;
- e. Set an emergency hearing for Plaintiff's Application to Appoint a Receiver;
- f. Appoint Robert Berleth as receiver; and
- g. All other relief, general or special, legal, or equitable, to which Clayton Services may be entitled.

(Signature Page to Follow)

Respectfully submitted,

**HOOVER SLOVACEK LLP**

By: /s/ Brice B. Beale

Brice B. Beale

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**ATTORNEYS FOR PLAINTIFF,  
CLAYTON SERVICES, INC.**

Unofficial Copy Office of Marilyn Burgess

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Lauren Lee on behalf of Brice Beale

Bar No. 24031855

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#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Brice Beale		beale@hooverslovacek.com	3/13/2026 2:41:40 PM	SENT

Unofficial Copy Office of Marilyn Burgess District Clerk