

CAUSE NO. 2024-48085

**ATLANTIC WAVE HOLDINGS, LLC
and SECURE COMMUNITY, LLC,**

Plaintiff/Judgment-Creditor

v.

**CYBERLUX CORPORATION and
MARK D. SCHMIDT, Individually,**

Defendant/Judgment Debtors.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

**DEFENDANTS' OBJECTIONS TO COURT'S ORDER
APPOINTING RECEIVER DATED MAY 22, 2025**

PLEASE TAKE NOTICE THAT Defendants Cyberlux Corporation ("Cyberlux") and Mark D. Schmidt ("Schmidt") hereby object, again (pursuant to paragraph 33 of the Court's May 22, 2025 Order Appointing Receiver ("Turnover Order")) as follows:

**PLAINTIFFS' PROPOSED ORDER EXCEEDS
THE RECORD AND STATUTORY AUTHORITY**

1. The Turnover Order greatly exceeds what is shown in the record and statutory authority. It defines "Judgment Debtors" as the Defendants and then purports to appoint a receiver as to "Debtor," which is not defined, making the Turnover Order impermissibly ambiguous on its face, especially because this Court expressly declined to appoint a receiver as to Defendant Mark Schmidt.

2. The Turnover Order further states as a conclusion not based in "fact":

"Upon evidence admitted to this court, during the hearing for appointment of Receiver the court finds the requirements for chapter 31 turnover have been met. The court takes judicial notice of the evidence and testimony presented during the appointment hearing."

Turnover Order ¶ 6.

3. Nothing of the kind happened, and this Court made no such ruling. Not even the balance due pursuant to the judgment has been proved as required by TEX. CIV. PRAC. & REM. CODE § 31.002. That provision requires Plaintiffs to identify the amount of money “required to satisfy the judgment.” TEX. CIV. PRAC. & REM. CODE § 31.002(b)(3). And, as Defendants demonstrated at the hearing on Plaintiffs’ application, Plaintiffs have failed to meet the requirements that would show turnover and receivership is otherwise appropriate.¹ Defendants will not repeat the deficiencies previously demonstrated to the Court but rather will emphasize the additional concerns the Turnover Order raises.

A. The amount due to satisfy the Judgment has not been proven by Plaintiffs.

4. Plaintiffs have repeatedly misstated the balance due to Plaintiffs pursuant to the Judgment, despite the amount being fundamental to the relief sought in the first instance. Texas Civil Practice & Remedies Code section 31.002 requires that Plaintiffs (as judgment creditors) prove the amount of money “required to satisfy the judgment.” They have not done so.

5. The inconsistencies and misstatement by Plaintiffs respecting the sums due stated below are palpable.

6. First, on July 30, 2024, Plaintiffs sought to enforce the Judgment in the amount of \$1,572,500. On December 2, 2024, Plaintiffs sought a writ of execution in the amount of \$1,760,363.69. Then, on January 9, 2025, Plaintiffs filed their Application for Turnover After Judgment and for Appointment of Receiver (“Application”), which states \$1,430,551.30² is due.

¹ See, e.g., Defendants’ January 21, 2025 and January 23, 2025 letter briefs and Defendants’ January 27 Motion to Stay, or in the alternative, to Set Amount of Security to Suspend, Turnover and Appointment of Receiver.

² Application at p. 2, “As of December 31, 2024, there remains a total amount due and owing of \$1,430,551.30 on the Judgment. Said judgment is in all respects, final, valid, and subsisting. Applicants are the owners and holders of said judgment.”

And then, Plaintiffs presented an altogether different (and much higher) amount in the Turnover Order without any evidentiary support.

7. The Turnover Order states that the Judgment was originally “a judgment amount of **\$1,572,500** with attorney’s fees of \$177,126.19, plus sanctions of \$3,895.00 and \$6,842.50 plus court costs with post-judgment interest accruing at the rate of 12% per annum.” And then states without any evidence or support, that “as of February 18, 2025 **\$2,111,086.01** remains owed and due from the Debtors to the Plaintiff.”

8. Plaintiffs have not presented any evidence to show how the judgment amount escalated from \$1,430,551.30 to the extraordinary number stated in their proposed order of **\$2,111,086.01, which is nearly 1 and 1/2 times what they represented to the Court in the Application.**

9. **There is more.** At the hearing of January 16, 2025, Plaintiffs presented their Application. Their sole witness, William Welter, admitted (1) the actual balance due under the Virginia judgment, per a December 2, 2024 letter sent to Defendants, was \$848,363.47, and (2) additional amounts for attorney’s fees claimed not as part of the Virginia Judgment (but rather as a demand pursuant to the parties’ Settlement Agreement).³

10. Finally, on January 28, 2025, Counsel for Plaintiffs in this case sent counsel for Cyberlux a spreadsheet claiming the balance due to pay the Judgment was actually \$949,469.50.⁴

11. Additionally, on May 15, 2025, Atlantic Wave—through its counsel—submitted letter correspondence representing that the outstanding balance on the judgment is \$912,000.⁵

³ See Reporter’s Record of January 16, 2025 (Plaintiffs’ witness William Welter acknowledged the “Application” attached a letter dated December 2, 2024. That letter, from another counsel for Plaintiffs to a counsel for Defendants, claimed a total due pursuant to the Judgment of \$1,219,671.97. However, that sum purports to include \$371,307.60 in legal fees not awarded by any court. When those attorney’s fees of \$371,307.60 are subtracted from the purported total, the real balance due as of December 31, 2024 is \$848,363.47.)

⁴ **Exhibit 2**, January 28, 2025 e-mails between Travis Vargo and Alex Pennetti.

⁵ **Exhibit 3**, letter correspondence from D. Walton to the Court, dated May 15, 2025.

12. The sum alleged of **\$2,111,086.01 is over 2.2 times greater than the** \$949,469.50 sum presented as of January 28 to Defendants' counsel.

13. Plaintiffs cannot be allowed to proceed without meeting their burden to prove the balance due and owing. TEX. CIV. PRAC. & REM. CODE § 31.002. (Proof of the sum "required to satisfy the judgment."). Moreover, Defendants are prejudiced in their efforts to file a supersedeas bond or seek to satisfy the Judgment because of Plaintiffs' refusal to provide clarity on the amount actually due to satisfy the Judgment.

14. Even if Plaintiffs had shown some evidence of the total balance due under the Judgment (which Plaintiffs stated is \$912,000 as of May 15, 2025), the Court must correct the Turnover Order to reflect the appropriate balance of the Judgment. The Turnover Order currently lists that the balance due as of February 18, 2025 is \$2,111,086.01. However, this amount is wrong and must be corrected.

B. The Turnover Order is excessive, unreasonable, not supported by law, and not supported by evidence.

15. The Turnover Order further fails to define the "Debtor" over which the proposed receiver would be granted power, which makes the Turnover Order unreasonably ambiguous on its face, and expressly violates this Court's ruling at the January 16, 2025 hearing wherein Mark D. Schmidt was to be expressly excluded from the Order.⁶

16. There is insufficient evidence of the property that is to be the subject of the order. At the hearing on January 16, 2025 relating to Plaintiffs' Application for Turnover After Judgment and for Appointment of Receiver, Plaintiffs provided only one document as their evidence. This document identified two (2) leasehold interests of subsidiaries and Cyberlux's stated ownership of

⁶ At that hearing, Plaintiffs conceded that they did not seek a turnover against Mr. Schmidt. *See* Defendants' Motion to Correct Order Appointing Receiver, dated June 3, 2025. (Reporter's Record, January 16, 2025, p. 127.)

the subsidiaries themselves as of a date certain. However, the Turnover Order, unsupported by evidentiary support, includes a vague list of property Plaintiffs now claim Cyberlux owns – including but not limited to “real property, tangible and intangible assets, other property, professional corporations which have accounts receivable, bank accounts that are easily moved and constantly changing in balance, and community property held jointly.” Exhibit 1 at ¶ 7. This purported definition gives the Receiver unfettered power to swoop into the Cyberlux warehouse in Spring, Texas and scoop up, indiscriminately, whatever the receiver “thinks” might be property of Defendants.

17. Further, Plaintiffs have included in the Turnover Order that Defendants deliver certain documents to the Receiver⁷ within ten (10) days of the receipt of an Order of appointment. Exhibit A of Ex. 1 at pg. 21. However, this list of documents is 43 paragraphs long, consists of multiple overarching documents not previously presented to the Court, and authorizes the Receiver to essentially have the ability to receive any document of Defendants or Defendant Schmidt’s spouse that could at any point relate to any potential assets for the last three (3) years. Therefore, in addition to the defective vagueness of the topics previously mentioned, the Proposed Order would unreasonably and invasively obligate Cyberlux, Schmidt, and Schmidt’s spouse to turn over virtually all of Defendants’ books and records (this list ultimately allows the receiver to hold those assets until it is determined whether they are appropriate and without the receiver or Plaintiffs posting any bond⁸) relating to:

- For each defendant, Entity, and owner, Shareholder, or Manager of the Entity in the last three years, turn over all Items, data, and records:

⁷ Receiver” is defined as Robert Berleth, the individual appointed to serve as a receiver.

⁷ See Turnover Order at ¶ 25, 28, and 31.

⁸ See Turnover Order at ¶ 25, 28, and 31.

- A letter for each defendant authorizing the Receiver to obtain all records and assets to which defendant is entitled (Ex. A of Proposed Order at ¶ 5);
- For every Entity in which a defendant is an owner, Shareholder, or Manager, or has authority over accounts in financial institutions: (a) the Entity's contact information, (b) the contact information for every owner, Shareholder, or Manager of each Entity for the last three years, and (c) the contact information for the accountants and bookkeepers for each Entity and every owner, Shareholder, or Manager for the last three years (Ex. A of Proposed Order at ¶ 8);
- Statements, canceled checks and deposit slips for all checking accounts, savings accounts, merchant service agreements, credit union accounts or other depository accounts, held either separately or jointly, for the current calendar year and for the last three years prior to the current calendar year for all accounts in which defendant's name is on the printed checks, in which defendant has an interest or on which defendant has signatory authority (Ex. A of Proposed Order at ¶ 10);
- Insurance policies, active or terminated, including life, health, auto, disability, homeowners, or chattel of defendant is the owner, beneficiary, insured, heir to the proceeds, beneficiary of an existing or identified trust funded by insurance proceeds. This includes policies sought, but not obtained (Ex. A of Proposed Order at ¶ 21);
- All time and billing records, beginning ninety days before this order was signed, for attorneys who have represented a defendant or entities that a defendant owns, manages, or controls (Ex. A of Proposed Order at ¶ 22);
- All documents and records of safe deposit boxes maintained by defendant (including the spouse) or to which defendant (including the spouse) has had access, or has a claim, right or interest in, including all lists of all contents in the last three years. Identify the location of all the safe deposit boxes, the contents, and deliver the keys to the Receiver (Ex. A of Proposed Order at ¶ 27);
- Appraisals for assets owned in the past three years (Ex. A of Proposed Order at ¶ 29);
- All documents, notes, bills, statements and invoices evidencing all current indebtedness payable by defendant or paid off by defendant, and all assignments of promissory notes made by defendant (Ex. A of Proposed Order at ¶ 30);
- All deeds, deeds of trust, land installment contracts, contracts for deeds, syndications, real estate investment trusts, partnership agreements, easements, rights of way, leases, rental agreements, documents involving mineral interests, mortgages, notes and closing statements relating to all real property in any defendant has or in which defendant (including the spouse) had an interest during the last three years (Ex. A of Proposed Order at ¶ 35);

- All certificates of title, firearms, deer stands, atv's, boats, trailers, and motors, documentation regarding hunting or fishing leases or rights or the rights to time share units or the use of property, tickets to events, like ballet or sporting events, proof of spa or club memberships, current licenses, receipts, bills of sale and loan documents for all motor vehicles and farm equipment, including automobiles, trucks, motorcycles, recreational vehicles, boats, trailers, airplanes and other motorized vehicles and equipment owned by defendant (including spouse) or in defendant (including spouse) has and had any interest (Ex. A of Proposed Order at ¶ 36);
- All contracts in which defendant is a party or has or had a beneficial interest, including earnest money contracts, construction contracts and sales agreements for which defendant is due a commission or other remuneration for the last three years. If defendant is under the terms of any written employment contract or agreement or is due any remuneration under any past contract or agreement, furnish a copy of the contract or agreement (Ex. A of Proposed Order at ¶ 37);
- All documents identifying or explaining every gift, bailment, loan, gratuitous holding, assignment, sale, hypothecation, discounted transfer, transfer into lock box payment, or transfer of defendant's property (Ex. A of Proposed Order at ¶ 38); and
- All employment records or pay records to indicate every business for which defendant was employed, provided services, was an independent contractor, general contractor, superintendent, agent or subcontractor during the last three years (Ex. A of Proposed Order at ¶ 39).

The Court's order requires Defendants to turn over the myriad of documents that do not advance the aim of the Texas Turnover Statute, which is to ensure satisfaction of the Judgment.

18. The case law demonstrates orders similar to that proposed by Plaintiffs are overbroad and erroneous.⁹ Moreover, the breadth of this Turnover Order, without regard to an amount allegedly due pursuant to an existing judgment, operates as a liquidation of any and all of

⁹ *Stanley v Reef Securities Inc.*, 314 S.W.3d 659 (Tex.App.—Dallas 2016, no pet.) (reviewing court concluded that because the applicant “did not solicit testimony or offer evidence that [judgment debtor] owns any of the generally described property other than the \$20,000 monthly payments he receives from R.H.S. ... the trial court abused its discretion by ordering Stanley to turn over property other than the \$20,000 monthly payments from R.H.S); *see also Roebuck v. Horn*, 74 S.W.3d 160 (Tex. App.—Beaumont 2002, no pet.) (reviewing court held that the turnover order was not sufficiently specific nor was it sufficiently limited to seizure of judgment debtor’s interest in the law firm and leasing company property); *Bran v. Spectrum MH, LLC*, No. 14-22-00479-CV, 2023 WL 5487421 (Tex. App.—Houston [14th Dist.] August 24, 2023, no pet.) (“the trial court abused its discretion in signing the [receivership] Order to the extent the Order applies to property other than the [judgment debtors’] respective ownership interests in [certain] Bank Accounts.”).

Cyberlux’s “non-exempt” assets. The Turnover Order necessarily causes the operations of Cyberlux to cease, as all cash, accounts receivable, and cash equivalents could be impacted. There is no evidence that such drastic and damaging action must take place in order to satisfy any judgment amount that might finally be proved to be owing.¹⁰

**THE TURNOVER ORDER PROVIDES EXCEEDINGLY
BROAD POWERS NOT ALLOWED BY THE TEXAS TURNOVER STATUTE**

19. The Turnover Order sets forth sweeping obligations for turnover on the part of Cyberlux and wide-ranging powers of the Receiver that far exceed Texas Civil Practice and Remedies Code Section 31.002, and the record in this action. 31.002(b)(3) states “[t]he court may: ... appoint a receiver with the authority to take possession of the nonexempt property, sell it, and pay the proceeds to the judgment creditor **to the extent required to satisfy the judgment.**” TEX. CIV. PRAC. & REM. CODE § 31.002(b)(3) (emphasis added).

20. As stated above at length, there is no evidence in the record to show what is actually due pursuant to the Judgment, to support the Turnover Order, nor to demonstrate the need for such a destructive dismantling of Cyberlux.

21. Finally, the Turnover Order prematurely adjudicates a determined fee for the Receiver equal to 25% of all sales of assets that come into his actual, constructive, or legal possessions, and all recoveries and credits against the judgment. Ex. 1 ¶ 53. Defendants have previously objected to this fee structure.¹¹ A receiver’s fee must be evaluated by the Court after a receiver’s services have been performed and the reasonableness of a proposed fee should be determined based on the work the receiver does and the results he or she actually causes to be

¹⁰ And while this Court indicated its view that giving expansive powers to a receiver can be a “just in case” they are needed approach (an approach to which Defendants objected), for reasons demonstrated below, at least one federal court has reprimanded this very proposed receiver for his blatant disregard for the rights of other parties.

¹¹ See Defendants’ January 23, 2025 letter brief.

accomplished. A pre-determined fee is error since it improperly skips over the necessary proof the receiver must show to recover a fee.¹²

**PLAINTIFFS' TURNOVER ORDER, AS IT STANDS,
WOULD IRREPARABLY HARM DEFENDANTS**

22. The Turnover Order grants the Receiver such broad-ranging powers that he will be enabled to act, in sum and substance, as a Master in Chancery because the Receiver will necessarily be evaluating the rights of Cyberlux, its subsidiaries, and third parties in any asset discovered, turned over, or seized. *See Five Star Glob., LLC v. Hulme*, No. 05-20-00940-CV, 2021 WL 3159792, at *2 (Tex. App.—Dallas July 26, 2021, no pet.); *see also Simpson v. Canales*, 806 S.W.2d 802, 805–12 (Tex. 1991). The Turnover Statute directs that a receiver's job is to "take possession of the nonexempt property, sell it, and pay the proceeds to the judgment creditor to the extent required to satisfy the judgment." TEX. CIV. PRAC. REM. CODE § 31.002(b)(3). If the Receiver acts pursuant to the Turnover Order, the Receiver will be supplanting the Court's authority and would do so without having posted any bond.

23. Where, as here, the Turnover Order empowers the Receiver (and not this Court) to assess Cyberlux's property interests and sell such assets without further order of this Court, the turnover receivership is conflated with that of a Master in Chancery, despite the strict standard for the appointment of a master in chancery having not been met. *See Simpson*, 806 S.W.2d at 811.

OBJECTIONS TO THE RECEIVER'S PURPORTED AUTHORITY

24. A receiver appointed pursuant to Texas Civil Practice & Remedies Code 31.002(b)(3) may act with authority to "take possession of the nonexempt property, sell it,

¹² *Hartwell v. Fundworks, LLC*, No. 02-23-00100-CV, 2024 WL 46053, at *8 (Tex. App.—Fort Worth, Jan. 4, 2024, pet denied).

and pay the proceeds to the judgment creditor *to the extent required to satisfy the judgment.*”

TEX. CIV. PRAC. & REM. CODE ANN. § 31.002.

25. As discussed herein, the Turnover Order confers upon the Receiver unfettered power over Cyberlux such that the Turnover Order contravenes the permissible limits of receivership pursuant to § 31.002.

26. Between May 26, 2025 and May 30, 2025, Mr. Berleth advised Cyberlux personnel that he was entitled to receive all accounts receivable, including an accounts receivable in the amount of approximately **\$25 million, or almost \$23 million more than the amount of the Judgment stated in the Court’s Turnover Order.** The Turnover Order in this case states that the balance due and owed on the judgment, as of February 18, 2025, is \$2,111,086.01, hundreds of thousands of dollars higher than the amount previously conceded by Plaintiffs.

27. Regardless, § 31.002(b)(3) expressly limits Mr. Berleth’s authority to the amount outstanding in the Judgment. Mr. Berleth may not obtain custody of property of Cyberlux in an amount that exceeds the Judgment amount set forth in the Turnover Order.

28. Cyberlux objects to the extent that this Court’s Turnover Order permits Mr. Berleth to take custody of property in excess of the Judgment amount, which is impermissible under the Texas Turnover Statute. Cyberlux requests that the Turnover Order be modified or corrected such that the Turnover Order comports with § 31.002’s limitations.

29. In addition, the Turnover Order is unlawfully broad, invasive, violative of the constitutional due process rights of both the Defendants and third parties, and the powers with which a receiver would be invested are too broad and vague. No receiver should not be given such unfettered powers.

CYBERLUX'S PROPOSED ORDER

30. Defendants previously proposed a form of Order (attached hereto for ease of reference at **Exhibit 4**) that defines the "Receivership Property" to comport with the evidence Plaintiffs relied on at the January 16, 2025 hearing that has previously been provided to this Court. Also, Defendants' form of Order better comports with the Turnover Statute and, more practically, is an order Cyberlux and the Receiver can more readily understand.¹³ Further, Defendants reiterate their objection that turnover relief is not proper given the ongoing nature of the dispute between the parties.

CONCLUSION

31. Defendants respectfully request that the Court modify and correct the Turnover Order, using Defendants' proposed order or the language therefrom, such that the modified order comports with the language and purpose of the Texas Turnover Statute. Defendants ask for all other relief to which they are entitled.

Dated: June 5, 2025

Respectfully submitted,

By: /s/ Alexander J. Pennetti

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¹³ See also Defendants' January 21, 2025, and January 23, 2025 letter briefs and Defendants' January 27 Motion to Stay, or in the alternative, to Set Amount of Security to Suspend, Turnover and Appointment of Receiver.

CERTIFICATE OF SERVICE

I certify that on June 5, 2025, I had this document served on all counsel of record via electronic service.

/s/Alexander J. Pennetti

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Receiver Dated May 22 2025

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Frankie Huff on behalf of Alex Pennetti

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