

EXHIBIT 4

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ATLANTIC WAVE HOLDINGS, LLC AND	§	IN THE DISTRICT COURT OF
SECURE COMMUNITY, LLC,	§	
Plaintiffs,	§	
	§	
V.	§	129th JUDICIAL DISTRICT
	§	
CYBERLUX CORPORATION and	§	
MARK SCHMIDT, Individually,	§	
Defendants.	§	HARRIS COUNTY, TEXAS

ORDER GRANTING IN PART AND DENYING IN PART TURNOVER AND APPOINTING RECEIVER

On January 17, 2025, came on to be heard the Application for Turnover After Judgment and for Appointment of Receiver made by Plaintiffs Atlantic Wave Holdings LLC and Secure Community LLC, (hereinafter “**Applicants**”). After the Court's review of the papers on the docket and the testimony and admitted evidence, the Court **GRANTS** the Application to aid the collection of the Judgment that is on file in this cause against Defendant Cyberlux Corporation (“**Cyberlux**”) on the terms set forth herein and **DENIES** the Application as to Defendant Mark Schmidt. The Court, therefore, **ORDERS, ADJUDGES, AND DECREES:**

1. Applicants are judgment creditors of Cyberlux pursuant to the Amended Final Order and Judgment signed on June 28, 2023, which sets forth an award of \$1,572,500 “as agreed to by the parties pursuant to the parties’ separate agreement”; an award of costs of \$177,126.19; and “sanctions” in the amounts of \$3,895 and \$6,842.50, plus interest at 12% per annum “as provided in the parties’ agreement.” The Final Order has been reduced pursuant to payments of the “sanctions” amounts and the costs, as well as by application of additional amounts. The amount due pursuant to the Amended Final Order as of October 31, 2024, was \$848,363.37.
2. That Robert W. Berleth (“Receiver”), whose address is 9950 Cypresswood Dr., Suite 200 Houston, Texas 77070; phone: 713-588-6900, is hereby appointed Receiver in this cause pursuant to the Texas Turnover Statute, shall post a \$2,000 bond, and shall serve with the powers and duties set forth herein and as limited by applicable law.
3. That Cyberlux shall make a full and complete disclosure to the Receiver with respect to the Receivership Property (as defined herein) of the matters Cyberlux has been so

ordered to disclose pursuant to this Order and to neither directly nor indirectly interfere or impede the Receiver in his performance of his duties under this Order.

4. That Cyberlux is Ordered to turnover and deliver custody to the Receiver within fourteen (14) days from Cyberlux's receipt of a copy of this Order, c/o its attorney of record, Katharine Battaia Clark via email to kclark@thompsoncoburn.com, the documents described in **Exhibit "A"** attached hereto, subject in all respects to the Protective Order entered in this cause, and is further Ordered to provide to the Receiver within 30 days hereof a copy of the responses to the previously pending Request for Admission, Requests for Production, and Interrogatories, subject in all respects to the Protective Order entered in this cause .
5. That Cyberlux shall turnover to the Receiver at Receiver's address stated above, within ten (10) days of Cyberlux's receipt of a copy of this Order through its attorney of record, Katharine Battaia Clark via email to kclark@thompsoncoburn.com, all checks, cash, securities (stocks and bonds), promissory notes, documents of title and contracts that make up the Receivership Property (defined herein), and Cyberlux is hereby Ordered to continue to turnover to the Receiver at the Receiver's address all of said checks, cash, securities (stocks and bonds), promissory notes, documents of title and contracts that make up the Receivership Property (defined herein) within three (3) days from Cyberlux's receipt and possession of such property, if, as and when Cyberlux comes into receipt and possession of any such property, but only for so long as the Amended Final Order remains unsatisfied.
6. Receiver shall have all the power and authority allowed by law to take possession of the following of Cyberlux's **non-exempt** property in its actual or constructive possession or control, which property is defined herein as the "**Receivership Property**":
 - a. Its interest, if any, in the leased office and manufacturing facility of Catalyst MachineWorks, LLC, located at 21631 Rhodes Road, Spring, TX 77388, as shown on page 18 of 46 of Applicants' Exhibit 2, admitted into evidence at the hearing; provided, however, this Order shall not apply to property located at the Spring, TX facility, as Applicants have not demonstrated Cyberlux has an

interest in such property (and, instead, Applicants' witness testified he has no knowledge of what is located at the Spring, Texas facility);

- b. Its interest in Datron World Communications that has a leased office and manufacturing facility located at 995 Joshua Way, Vista, CA 92081, as shown on page 18 of 46 of Applicants' Exhibit 2, admitted into evidence at the hearing; provided, however, this Order shall not apply to the lease of or property located at the Vista, CA facility, as Applicants have not demonstrated Cyberlux has an interest in such property in the form of a leasehold interest or otherwise (and, instead, Applicants' witness testified he has no knowledge of what is located at the Vista, California facility);
7. Receiver shall have all the power and authority allowed by law to take possession of all documents, books and records reasonably necessary to allow Receiver to evaluate said Receivership Property that is in the actual or constructive possession or control of Cyberlux;
 8. The Receiver is hereby authorized to take all action necessary to gain access to all non-exempt real property, leased premises, storage facilities and safe deposit boxes wherein any real and/or personal property of Debtor may be situated and to seize the contents thereof.
 9. The Receiver is hereby authorized to secure control over the Receivership Property, and engage in presale activities in order to secure the highest and best sales price for such Receivership Property, including but not limited to appraisals, evaluations, listing agreements, advertising agreements, etc. Receiver may not breach the peace but may seek further instruction from this Court. All sales of Receivership Property must be individually approved by this Court with reasonable and adequate notice and opportunity for hearing granted for Applicants and Cyberlux.
 10. Receiver is authorized but not required to (a) disable or remove the Receivership Property or to place the Receivership Property into storage; (b) insure any Receivership Property taken into his possession, and (c) change the locks to premises belonging to

- the Debtor, but only with reasonable advance, written notice to the real property owner and/or manager and only to the extent necessary to secure the Receivership Property.
11. Receiver shall have the power to subpoena from Cyberlux, third parties, and witnesses production of documents, things and information that would assist Receiver in carrying out his duties hereunder, including but not limited to matters concerning the existence, location, and/or value of Cyberlux's non-exempt assets and the location of such assets to the extent related to the Receivership Property.
 12. That any constable, deputy constable, sheriff, deputy sheriff or any other peace officer is hereby authorized to accompany Receiver pursuant to a writ to locations designated by Receiver where Receiver believes the Receivership Property may be located, said peace officers being hereby Ordered to prevent any person(s) from interfering with the Receiver from carrying out any duty under this Order or interfering with any property subject to this Order.
 13. That any person or any agent of any person, with actual notice of this Order is not to interfere with any property subject to this Order, and is further Ordered not to interfere with the Receiver in the carrying out of any duty under this Order. Third parties are hereby notified that the Receiver, to the exclusion of the Cyberlux, is the party entitled to possess, sell, liquidate and otherwise deal with the Receivership Property, and once any third party receives notice of this Order, they may be subject to liability should they release any of the Receivership Property to Cyberlux unless directed by the Receiver or this Court.
 14. Applicants assert that a reasonable fee for a postjudgment receiver working under a contingency that requires the advancement of time and expenses without prior investigation into a judgment debtor's assets is twenty-five percent (25%) of all collections and credits against the Judgment; the Receiver must demonstrate his faithful discharge of his duties in accordance with this Order upon application to this Court. Receiver is also entitled to reimbursement of reasonable expenses incurred in connection with his collection efforts. To obtain his fee and reimbursement of expenses, Receiver shall first file a motion discussing the relevant factors and considerations to the Court with notice to the parties and set for hearing on reasonable and adequate notice. Receiver may seek interim fees and reimbursements in the same

manner. Receiver's reasonable fees and reasonable expenses will be taxed as costs against Cyberlux.

15. Any relief requested by Applicants in their Application for Turnover After Judgment and for Appointment of Receiver that is not specifically granted herein is denied.

DATE:

DISTRICT COURT JUDGE

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EXHIBIT A

DOCUMENTS TO BE TURNED OVER TO RECEIVER

All records, as hereinafter described, concerning affairs of Debtors; unless otherwise noted, for the preceding 36 months:

1. bank statements; pass books and other bank or financial institution records;
2. federal income and state franchise tax returns;
3. real property deeds and deeds of trust (preceding 10 years);
4. governing documents of Debtor (e.g., articles of incorporation, company agreements, meeting minutes of board meetings, etc.
5. business journals, ledgers, accounts payable and receivable files; and
6. credit applications and other documents stating debtor's financial condition.

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APPROVED AS TO FORM:

THOMPSON COBURN LLP

Katharine Battaia Clark
State Bar No. 24046712
Alexander J. Pennetti State Bar
State Bar No. 24110208

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COUNSEL FOR DEFENDANTS

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Automated Certificate of eService

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Frankie Huff on behalf of Alex Pennetti

Bar No. 24110208

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Envelope ID: 101664202

Filing Code Description: Motion (No Fee)

Filing Description: Defendants Objection to Court s Order Appointing

Receiver Dated May 22 2025

Status as of 6/5/2025 3:44 PM CST

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