

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

HII MISSION TECHNOLOGIES CORP.,	§	
<i>Interpleader Plaintiff,</i>	§	
	§	
v.	§	Civil Action No. 3:25-cv-483
	§	
CYBERLUX CORP., <i>et al.</i> ,	§	
<i>Interpleader Defendants/Claimants.</i>	§	

**INTERPLEADER DEFENDANT’S, ROBERT W. BERLETH, AS RECEIVER,  
MEMORANDUM OF LAW IN RESPONSE TO COURT’S APRIL 7, 2026, ORDER**

Interpleader Defendant/Claimant, Robert W. Berleth, as Receiver (the “**Receiver**”), by counsel, pursuant to the Court’s April 7, 2026, Order (the “**Court’s Order**”), submits this Memorandum of Law to show cause why the Receiver’s “continued involvement in the instant litigation is appropriate as a matter of law.” [D.N. 161].

**INTRODUCTION**

The Receiver was appointed by the 129th Judicial Court in and for Harris County, Texas via oral order on January 16, 2025 as receiver for Cyberlux Corporation (“**Cyberlux**”), the Judgment Debtor.<sup>1</sup> The oral order, following various unsuccessful attempts by Cyberlux to undercut the receivership, was reduced to a written order entered on May 22, 2025 (the “**Order**”). A copy of the Order is attached as **Exhibit A**. Throughout the period of appointment, and more importantly, pre-dating the instant litigation in the Eastern District of Virginia, the Receiver acted to not only satisfy his obligations under the Order, but helped facilitate the delivery of supplies and materials necessary to effectuate the contract between Cyberlux and Interpleader Plaintiff, HII

---

<sup>1</sup> The Receiver was also appointed as the Receiver over Mark D. Schmidt (“**Mr. Schmidt**”), individually. Mr. Schmidt is, among other things, the CEO of Cyberlux. Similarly, at various times, Mr. Schmidt served as an officer of the Judgment Creditor in the receivership, Atlantic Wave Holdings, LLC (“**Atlantic Wave**”). Upon information and belief, Mr. Schmidt retains an ownership interest in Atlantic Wave.

Mission Technologies Corp. (“**HII**”). Ultimately, these efforts helped secure the funds subject to this Interpleader Action totaling \$25,769,369.03 (the “**Corpus**”).<sup>2</sup> Similarly, throughout the Receivership, and since its inception, the Receiver has worked with a number of creditors, including other suppliers, Cyberlux employees, and others to help provide an avenue for payment to those legitimate creditors.

The Order provides the Receiver with unique powers and demands certain actions, including the exclusive possession and custody of Cyberlux’s property and delivery of same to the Receiver, among other powers and responsibilities. In securing assets, third parties are ordered to deliver property to the Receiver within ten working days of Receiver’s demand. Included in the Order is the possession of certain property including, but not limited to, Cyberlux’s financial accounts, accounts receivable, negotiable instruments, contract rights, and other property, while remaining assured that the first receivership, the Order, controls. The other known creditors, as it relates to the Receivership, have no other option. Even if another creditor were to levy on an asset of Cyberlux, the asset would be held in *custodia legis* and thus, under the control of the Receiver.

Despite the Receiver having the authority to collect the Corpus, HII, instead, on June 24, 2025, filed its Complaint for Interpleader (the “**Complaint**”) pursuant to 28 U.S.C. § 1335, which was later amended on August 3, 2025, removing several legitimate creditors who later moved to intervene. As this Court is aware, shortly after the Complaint was filed, the Receiver attempted to have the Corpus deposited in order to, ultimately, have it distributed to the Receiver for payment to various legitimate creditors (including some parties to this action). [D.N. 25]. The Court denied

---

<sup>2</sup> The Corpus has since been reduced following a Garnishment proceeding in Fairfax Cir. Ct. and the payment of HII’s legal fees. The Corpus and amount deposited into this Court’s Registry, in an interest-bearing account, is **\$23,736,937.56**.

the motion and HII retained the Corpus until March 6, 2026, when it was ultimately deposited into the Court's Registry.

At present, the interpleader defendants consist of the following parties: 1) Cyberlux; 2) Atlantic Wave Holdings, LLC ("**Atlantic Wave**"); 3) Secure Community, LLC ("**Secure Community**"); 4) Legalist SPV III, LP ("**Legalist**"); 5) United States of America ("**USA**"); 6) Advanced Navigation and Positioning Corporation ("**ANPC**"); 7) the Receiver; 8) Assure Global LLC d/b/a WeShield ("**WeShield**"); 9) Roman Investments PR LLC ("**Roman Investments**"); 10) MAS USA MGT LLC ("**MAS**"); 11) Michael Sinensky ("**Mr. Sinensky**" and together with MAS, and Roman Investments, the "**Sinensky Creditors**"); 12) Fairwinds Technologies LLC ("**Fairwinds**"); 13) Thin Air Gear, LLC ("**TAG**"); and 14) ARG Group, LLC ("**ARG**") (together, the "**Interpleader Defendants**").<sup>3</sup> However, there are additional creditors that the Receiver has worked, and continues to work, with to effectuate the prompt payment of Cyberlux's debts.<sup>4</sup> The Order pre-dates the Complaint and the Receiver is intimately familiar with Cyberlux, its business, its business practices, and those associated with Cyberlux that wish to abscond with the Corpus in place of those individuals and businesses that helped fulfill the underlying contract and are properly due and owed.<sup>5</sup> The Receiver not only has the ability to properly distribute the Corpus, but is a legitimate participant in this action.

---

<sup>3</sup> On April 9, 2026, Bilal Maadarani filed a Motion to Intervene.

<sup>4</sup> The Receiver anticipates a significant number of those small creditors, including employees, to attempt to intervene in this action.

<sup>5</sup> The Receiver, as well as those creditors he is working, or has worked, with recognize that the Corpus will not satisfy 100% of the amounts owed. However, the Receiver has facilitated a proposed resolution that would allow legitimate creditors to be paid and allow those who subverted the receivership, or exist as insiders, to pursue their collections against Cyberlux outside the use of the Corpus. Cyberlux's public filings indicate a company that has the financial resources, or wherewithal, to ensure that those creditors who do not collect the Corpus may collect in the future.

Nevertheless, throughout this process, the Receiver has attempted to balance the requirements of the Order with this instant action. Included in the balance was an attempt to expand the receivership to ensure certain known creditors, with smaller claims, may have the opportunity, among other reasons, to participate in this matter. Recently, as the Court sets forth, that motion to expand the receivership was denied. *See* D.N. 161, Ex. A.<sup>6</sup> While the motion was denied by the Harris County District Court, the receivership was not terminated despite multiple attempts.<sup>7</sup> Consequently, the Receiver still has authority to act pursuant to the Order, participate in this action, and, at a minimum, obtain his fee from the Corpus for his role as Receiver.<sup>8</sup>

### ARGUMENT

The Court's Order requires the Receiver "to show cause why his continued involvement in the instant litigation is appropriate as a matter of law." [D.N. 161]. "The Texas 'turnover' statute allows judgment creditors to reach assets of a judgment debtor that are otherwise difficult to attach or levy on by ordinary legal process." *Gillet v. ZUPT, LLC*, 523 S.W.3d 749, 754 (Tex. Ct. App. 2017). Cyberlux is a judgment debtor. The Receiver is still acting pursuant to a post-judgment Order from the District Court of Harris County, Texas appointing the Receiver. Moreover, the

---

<sup>6</sup> The Court, in reviewing the Texas litigation, should also take notice of the email sent on Friday, March 20, 2026, by Judge Gomez, 129th District Court Judge, to the parties explaining that "[t]his Court through the district clerk's office received an ex parte phone call from a gentlemen [sic] identifying himself as Mr. Rittenhouse. Mr. Rittenhouse demanded that the receivership in your pending matter be dissolved by noon on Friday (today). He then issued a veiled threat that if the Court failed to do so, he would pay the Court a visit . . . ." The Receiver is attempting to do good by Cyberlux's creditors who have gone without payment for too long despite their entitlement to funds from the Corpus.

<sup>7</sup> Moreover, because the Order does not permit more than one receivership at a time, additional actions have been brought by Cyberlux creditors to have one receiver appointed over the various claims. A hearing on those actions is set for on or around May 11, 2026.

<sup>8</sup> Furthermore, the Receiver is the proposed Receiver in two additional litigations filed against Cyberlux, both of which will directly authorize his involvement in this litigation. Hearings in those matters are set for late April and early May.

Order pre-dates the instant litigation and Federal Courts should give deference and authority to the underlying state court order-particularly when it remains operative and permits the Receiver the authority to marshal Cyberlux's resources and assets.

### **1. The Receivership in Texas is Still in Effect**

The Order remains the operative order that the Receiver is abiding by with respect to the Receivership in place in Texas. For a receivership to end "because there is no necessity for it to continue, [the] remedy [is] to file a motion to terminate." *Sclafani v. Sclafani*, 870 S.W.2d 608, 611 (Tex. Ct. App. 1993); *see also Christie v. Lowrey*, 589 S.W.2d 870, 873 (Tex. Ct. App. 1979). As a post-judgment enforcement action, the ability to terminate a receivership lies with the District Court for Harris County, Texas. There has been no order entered terminating the Receivership, and the Receivership, as well as the conditions under the Order, remain in effect. Moreover, to date, the Atlantic Wave judgment has not been satisfied and the Receiver is still permitted to collect.

While the February 20, 2026, Amended (Joint) Motion to Supplement Receivership, seeking to expand the Receiver's authority was denied, the order did not terminate the Receivership or the Order in the underlying Texas matter. The Order provides not only the authority for the Receiver to marshal Cyberlux's assets, but provides that "[t]he first receivership order signed controls. . . . The assets are in the control of the court for the first receivership." Order, ¶ 23. The first receivership is the Receivership in the District Court in and for Harris County, Texas, Cause No. 2024-48085.

Because there can be no serial receiverships, "[t]he Receiver may obtain permission from this and other courts to satisfy several judgments against the same debtor." *Id.* (citing *Barrera v. State*, 130 S.W.3d 253 (Tex. Ct. App. 2004)). Seeking expansion through the Texas court and the

current Receivership was seeking permission to satisfy several judgments since there can be no serial receivership. Notably, however, the Texas Court indicated that “these issues are best addressed and considered in the Virginia Interpleader case.”<sup>9</sup> D.N. 161, Ex. A. This Court, therefore, pursuant to Paragraph 23 of the Order may expand the Receiver’s authority, order the Corpus delivered to the Receiver, and cause the Receiver to effectuate payment to creditors (as the Receiver has attempted to do since being appointed).

Because the Order permits this Court to satisfy several judgments, the interpleader action allows all interests to be remedied. Interpleader is not an extraordinary device and “the Supreme Court has emphasized that interpleader is ‘remedial and to be liberally construed,’” and its purpose is “to ‘remedy the problems posed by multiple claimants to a single fund.’” *AmGuard Ins. Company v. SG Patel and Sons II LLC*, 999 F.3d 238, 247 (4th Cir. 2021) (quoting *State Farm Fire & Cas. Co. v. Tashire*, 386 U.S. 523, 533 (1967)); *see also Texas v. Florida*, 306 U.S. 398, 405–07 (1939) (defining interpleader’s purpose over centuries as “avoidance of the risk of loss ensuing from the demands in separate suits of rival claimants to the same debt or legal duty”). Given the connectedness between the Receivership, marshaling and ensuring Cyberlux’s assets were available, the Receiver’s goal in satisfying Cyberlux’s debts, and the Interpleader, the Receiver, similarly, is working to satisfy multiple claims to the Corpus.

As provided, the denial of the motion to expand the Receivership in Texas did not terminate the Receivership. The Receivership is still an active receivership, and the Order controls the Receiver. As part of the Receiver’s obligations, the Order permitted the Receiver to, among other things, “locate, marshal, and administer assets.” *See* Order ¶7. Included in the Order is the explicit

---

<sup>9</sup> The Receiver, with his knowledge of Cyberlux, the Corpus, and the various parties asserting a claim to the Corpus, and as an agent of the Texas Court is in the best position to help resolve those claims. The Order permits this in either this matter, the Virginia Interpleader case, or the receivership in Texas.

acknowledgement that “[t]he 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 [Cyberlux] nonexempt property becomes property in *custodia legis*, or ‘in the custody of the law.’” Order ¶ 9 (citing *First S. Props., Inc. v. Vallone*, 533 S.E.2d 339, 343 (Tex. 1976)). More specifically, “[d]uring the pendency of a Receivership, the Receiver has exclusive possession and custody of the judgment debtor’s property to which the Receivership relates.” *Id.* In *First Southern Properties, Inc.*, the court holds “[n]o one has authority, even under a prior deed of trust or execution, to sell property held in *custodia legis* by a duly appointed receiver, unless the sale is authorized by the court in which the receivership is pending.” *Id.* at 341 (citations omitted). While the Order states this Court is best situated to handle the claims, the Order and Texas law support otherwise. Nevertheless, the Receivership remains in place and operative, the Receiver has an interest and a responsibility in continued involvement in the instant litigation, and the Receiver may obtain additional authority and direction from this Court to use the Corpus to satisfy Cyberlux’s debts, or at a minimum, satisfy the outstanding judgment subject to the Receivership. Alternatively, the Receiver is entitled to his fees and costs from the Corpus with respect to the Receivership and the entitlement of funds from the Corpus following his direct involvement in ensuring the Corpus, in its entirety, was available for the Receiver or this Court to determine how Cyberlux’s legitimate creditors would be paid.

Overall, while HII filed the interpleader action, despite knowledge of the Receivership, the Receiver, and the Order,<sup>10</sup> there are various claims asserted to the Corpus. Because the Receivership has not been terminated, however, the Receiver is a rightful participant in this action;

---

<sup>10</sup> The Receiver made demand on HII to remit the Corpus to the Receiver, as set forth in the Order. Instead, HII filed this instant action.

whether as a creditor entitled to his fee from the Corpus or as an officer of the court utilized to help administer rightful claims to the Corpus.

**CONCLUSION**

Because the Receivership is still in effect and has not been terminated, as a matter of law, and the Receiver remains committed to fulfilling his obligations to Cyberlux's creditors, as well as the fact that the Receiver is entitled to his fee from the Corpus, the Receiver's involvement in this matter is appropriate.

Dated: April 15, 2026

ROBERT W. BERLETH, as RECEIVER

/s/ Robert N. Drewry

Vernon E. Inge, Jr. (Va. Bar No. 32699)

Robert N. Drewry (Va. Bar No. 91282)

Whiteford, Taylor & Preston, L.L.P.

Two James Center

1021 East Cary Street, Suite 2001

Richmond, Virginia 23219

Telephone: 804.977.3301

Facsimile: 804.977.3291

E-Mail: vinge@whitefordlaw.com

rdrewry@whitefordlaw.com

*Counsel for the Appointed Receiver,  
Robert Berleth, as receiver for Cyberlux Corp.*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 15, 2026, the foregoing was electronically filed with the Clerk of Court using the CM/ECF System, which will then send the document and notification of such filing (NEF) to all counsel of record.

/s/ Robert N. Drewry