

EXHIBIT 20

Hearing
March 2, 2026

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REPORTER'S RECORD
VOLUME 1 OF 1 VOLUMES
TRIAL COURT CAUSE NO. 2024-48085

ATLANTIC WAVE HOLDINGS,) IN THE DISTRICT COURT
LLC, AND SECURE)
COMMUNITY, LLC)
vs.) HARRIS COUNTY, TEXAS
CYBERLUX CORPORATION AND)
MARK D. SCHMIDT)
129TH JUDICIAL DISTRICT

HEARING

On the 2nd day of March, 2026, the following
proceedings came on to be held in the above-titled
and numbered cause before the Honorable Michael
Gomez, Judge Presiding, held in Houston, Harris
County, Texas.

Proceedings reported by computerized stenotype
machine.

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1 THE COURT: The Court is on the record in
2 Cause No. 2024-48085, Atlantic Wave Holdings, LLC,
3 versus Cyberlux Corporation.

4 Will everyone, please, introduce
5 themselves for the record.

6 MS. MYERS: Elizabeth Myers, Thompson
7 Coburn, on behalf of defendants.

8 MR. SADIGH: Good morning, Your Honor.
9 James Sadigh, on behalf of plaintiff, Atlantic Wave.

10 MR. ARDMORE: David Ardmore, on behalf of
11 Atlantic Wave and Secure Communities.

12 MR. MAHENDRU: Ashish Mahendru, along with
13 Robert Berleth for the receiver, Robert Berleth.

14 MR. WALTON: Your Honor, David Walton on
15 Atlantic Wave and Secure Community between.

16 MR. BEALE: Brice Beale, on behalf of
17 Clayton Services.

18 MR. PRIDDY: Austin Priddy, on behalf of
19 Intervenor, Legalist SPV III, LP.

20 THE COURT: Good morning, everybody.

21 So we have a couple of things on the
22 docket this morning. How did you want to proceed?

23 MR. MAHENDRU: Your Honor, if I may. I
24 want to openly and transparently short-circuit the
25 Court's proceedings this morning because I am not

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1 available. I'm in another series of arbitration
2 hearings and depositions that I had to step out of.

3 This setting at 11:00 o'clock is on a
4 motion that was filed on Thursday. We don't have proper
5 notice of it. And three days -- I believe the Court has
6 a ten-day rule, but let's just go back and default to
7 the Rules of Civil Procedure. A three-day rule for a
8 motion has not been provided on whatever they're calling
9 a joint motion.

10 The only thing that was pending this
11 afternoon was the motion to withdraw of the lawyers from
12 Thompson Coburn, which they should have set on
13 submission months ago; and they didn't. That needs to
14 be taken up first. We can do that at 1:30 this
15 afternoon.

16 And the receiver's motion to expand the
17 authority is the second issue. And then there's
18 Atlantic Wave's motion to disburse funds. Outside of
19 that, any attempt to dismiss this receivership, which at
20 last count is now at No. 9 or 10, that can't go forward.

21 I haven't filed a response. I don't even
22 know what they're talking about. And I certainly didn't
23 know we were having a hearing at 11:00 a.m. this
24 morning. So we can keep the train wreck going, if
25 that's the way this thing is going to go.

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1 But the lawyers standing before you, who
2 are now trying to proffer a joint motion, withdrew
3 months ago. When I tried to talk to them about a series
4 of things after the last hearing with you, they refused
5 to talk to me. They told me they're not in
6 communication with their client.

7 So everything stalled because they were
8 seeking to withdraw. And the earliest attempted hearing
9 date they could get was in March, which we now know was
10 another ploy and another game.

11 But I can't be here right now, Your Honor.
12 I can be before you at 1:30. I certainly can't be
13 hearing a motion to dismiss the receivership, which
14 wasn't properly noticed, we weren't given the
15 appropriate time, and it's not set for today.

16 MR. WALTON: Your Honor, if I can briefly
17 address some of those issues raised by counsel.

18 First and foremost, as you know, Atlantic
19 Wave was the party that initiated this enforcement and
20 collection proceeding. And back in January, we had
21 filed a motion for distribution of receivership funds
22 that were focused on the attorney's fees that we were --
23 that we incurred in the efforts to enforce and collect a
24 judgment in Texas.

25 Because of various circumstances, that

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1 hearing has been continued or reset now three times.
2 That is one issue before the Court. Now, from the time
3 we filed the motion in January until now, the parties
4 have reached a settlement as to the amount of those
5 reasonable and necessary attorney's fees.

6 And so from our position as the plaintiff,
7 we believe that issue is ripe. It is before the Court.
8 Everybody has received notice and has had the
9 opportunity to object to those -- to the recovery of
10 those fees, and nobody has filed an objection.

11 As far as notice of these various
12 hearings, there is no doubt that everybody on this call
13 has received notice of the various hearings and settings
14 before this Court.

15 And so while -- if counsel for receiver
16 wants to address the receivership issues -- in other
17 words, the supplemental -- the motion for supplemental
18 receivership at 1:30, that is certainly fine. We have
19 no dog in that fight. We are not involved in that
20 issue.

21 But for purposes of right now -- and as
22 you see, we have a bunch of people on this call that
23 were certainly aware of these proceedings -- we would
24 ask the Court to take under consideration the issues as
25 it relates to the attorney's fees due and owed to

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1 Atlantic Wave that there is no challenge to.

2 MR. MAHENDRU: Your Honor, what you just
3 heard is --

4 THE COURT: Hold on. Hold on,
5 Mr. Mahendru.

6 Did you want to say something?

7 MS. MYERS: Your Honor, may I briefly
8 address this?

9 THE COURT: Yes.

10 MS. MYERS: First of all, every party has
11 received notice. We moved to 11:00 o'clock at the
12 request of your clerk. It was originally -- all the
13 motions were originally set for 1:30. There was a
14 request that the Court made to move to 11:00. We
15 immediately amended the notice of hearing. So I do
16 think all three motions are properly noticed before the
17 Court.

18 With respect to the order of how we should
19 potentially take these up, defendants' position is it
20 would be most efficient if the Court would take up the
21 joint motion -- the notice of settlement and joint
22 motion so that the actual settlement and resolution of
23 the issue before the Court can be reached first.

24 Because that will have the effect of
25 making the motion to supplement the receivership

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1 non-existent because there is no remaining receivership
2 duty here.

3 And then, second, we would ask that you
4 hear our motion to withdraw after whatever ruling you
5 make on the joint motion.

6 THE COURT: Okay. And so, Mr. Berleth,
7 you're the receiver?

8 MR. BERLETH: I am, Your Honor.
9 Mr. Mahendru is online, and he is unavailable today.
10 Mr. Ardmore filed an interim motion for distribution of
11 the funds incurred under 31.002, I believe it's (a), of
12 the Texas Turnover Statute to recover the attorney's
13 fees incurred by Atlantic Waves [sic] since the
14 appointment of receiver, which, Your Honor, they have
15 been substantial.

16 Atlantic Wave has had to hire appellate
17 counsel. They've had to hire counsel in Virginia.
18 They've had to hire multiple attorneys here in Texas, in
19 Dallas and in Houston to deal with all of the
20 shenanigans that Cyberlux has been throwing. And
21 Your Honor is very aware of all the things that have
22 been thrown up on the wall by Cyberlux.

23 At this point, Judge, as Mr. Mahendru
24 indicated, Cyberlux and their counsel have been
25 unavailable to discuss with the receiver at all. They

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1 haven't provided any documentation. They haven't been
2 able to set any hearings, et cetera, and -- on the
3 pretense that, one, they can't reach their client and,
4 two, that they're not being paid. So they have a
5 pending motion to withdraw.

6 I'm not sure why they set the motion to
7 withdraw. They could have just put it on a submission
8 docket and it had been signed and they had been gone,
9 but it seems now that was merely a ruse for them to
10 delay and kick this down the road, while in the meantime
11 they were behind the receiver's back directly
12 associating and trying to coordinate a settlement with
13 Atlantic Waves, which cuts out all of the other
14 creditors, which I'm counting Joe Clumbano, Rick
15 Shiffler, Neil -- Mark Cane represents a judgment
16 creditor. Austin Priddy represents a judgment creditor.
17 Brice Beale represents another creditor.

18 So all of the other creditors -- and
19 there's some \$50 million in other creditors out there
20 that are jointly supporting an expansion of this
21 receivership. And we have a settlement conference
22 scheduled in Virginia for March 25th. There are
23 \$25 million, ballpark, sitting in the registry of the
24 25 -- in the Eastern District of Virginia Federal Court
25 registry.

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1 I have endeavored for the past year,
2 literally, Judge, to coordinate all of the creditors,
3 research all of the creditors. At one point I had all
4 of the drones in my possession, and I coordinated
5 with -- through months of being at the manufacturing
6 facility. I personally was there, nearly daily.

7 We inventoried, literally counted
8 thousands of screws. Screws, individual, laid them out
9 on a table. That's 4492 screws. Put them in a bag,
10 shipped them to the Federal Government. The Federal
11 Government paid. Those funds are in Virginia.

12 All of these other creditors want their
13 piece of that pie. And so what I have done is I have
14 endeavored to create what I call the consortium, where
15 the receiver, who is a named party in the interpleader
16 in Virginia, to go as kind of the figurehead of the
17 consortium, with a stipulated agreement between all of
18 these creditors.

19 Everybody knows how much they're going to
20 get. We go to that court on the settlement conference
21 on March 25th and get that court to issue a stipulated
22 order, which we then come back to you and ratify.

23 What Cyberlux is trying to do is pull the
24 rug out from everybody's feet so that they can then go
25 to the Virginia court and abscond with the lion's share

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1 of that corpus and not pay any of these other creditors,
2 including Austin Priddy's Legalist, who is the main
3 creditor in this. They're secured. They lended the
4 money, and they want to get away with all of this money.

5 For those reasons, we would ask -- I agree
6 with Mr. Mahendru. We did not know this hearing was
7 today at 11:00 o'clock. We received no notice of this
8 hearing at 11:00 o'clock.

9 We found out about it about -- I think
10 Mr. Mahendru found out about it about 9:30 this morning
11 by e-mail late last night that, Oh, it's actually not at
12 1:30, it's at 11:00 o'clock.

13 If Thompson Coburn wants to take up their
14 motion to withdraw, they can. Other than that, Judge,
15 I'm asking everything to be kicked to 1:30, where we
16 take up in order Thompson Coburn's motion to withdraw;
17 Mr. Ardmore's motion for the interim distribution of
18 attorney's fees that have been incurred by Atlantic Wave
19 during the pendency of the receivership, which does not
20 satisfy the underlying judgment; the receiver's motion
21 to expand the authority.

22 If the court does grant Mr. Ardmore's
23 motion, then it becomes moot as to the joint settlement
24 because that \$873,000, which I have a check right here
25 for Mr. Ardmore, to give to him on the record, would

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1 render the joint settlement -- or joint motion to
2 distribute moot because that's the \$873,000 that they're
3 trying to distribute.

4 THE COURT: So on the issue of -- so I
5 don't have the time -- I don't have the bandwidth at
6 1:30.

7 MR. BERLETH: Fair enough.

8 THE COURT: I guess the issue is -- I
9 guess a couple of issues. One is on the expansion of
10 the receiver, that was always going to be a heavy lift.
11 I understand that there are underlying issues related to
12 the other funds that are due, attorney's fees, that kind
13 of thing, open issues.

14 Let's assume for a moment that there's not
15 an expansion of the receivership, right. I'm not saying
16 that I'm not considering that right now, but let's
17 assume that. What is the next fallback?

18 MR. BERLETH: So the next fallback would
19 be the -- the joint motion fails to address the
20 receiver's fees entirely. At this point I have \$594,000
21 in actual expenses that I have incurred in the
22 administration of this receiver.

23 That includes paying the unpaid payroll
24 that Cyberlux still has a significant amount owed on.
25 So \$990,000 still owed. That includes rent on the

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1 facilities. That includes transportation of these
2 drones to have them delivered to the Federal Government.

3 That includes all of the attorneys.

4 Mr. Mahendru is not here today for peanuts. I've had to
5 retain counsel at a significant cost in Virginia to
6 defend myself in Virginia.

7 So there's been a significant expense
8 incurred by the receiver, not to mention the fact,
9 Judge -- I'll draw your attention to paragraph 53 of the
10 order appointing receiver, which clearly states that the
11 receiver is entitled to at least 25 percent of the
12 amounts collected, which is undisputedly the \$3,083,000.

13 But at paragraph 53 of the order, it says
14 specifically, The Court may award the receiver
15 33 percent of the collected funds should the receiver
16 collect the full amount of the judgment, which in this
17 case I did.

18 So that receiver's amount would be
19 \$1,017,000, plus the \$594,000 that I have incurred,
20 Judge. So with that, they're offering their settlement
21 that Atlantic Wave and Cyberlux did behind the
22 receiver's back, even though the Court of Appeals
23 instructed them to invite the receiver to the mediation.
24 They never did that. Of course, they couldn't reach
25 their client when I was trying to schedule that.

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1 They're trying to take my ballpark
2 \$1.6 million expenses in legal fees, receiver's fee, and
3 cut it down to an agreed -- what they agreed to
4 \$218,000, thinking they're doing me a favor, which would
5 actually put me in the hole about \$400,000, Judge.

6 And I can assure you, Your Honor, if these
7 two parties had asked your court reporter to create a
8 transcript for a lengthy trial and she had done so and
9 created a \$600,000 court transcript and delivered them
10 to the parties and then suddenly the parties said, You
11 know what, we settle, we're just not going to pay her, I
12 would like to think His Honor would not let those
13 parties just simply dissolve into the night, leaving the
14 court reporter owed \$600,000, which is exactly what's
15 happening here.

16 THE COURT: Right. So in a way I'm just
17 trying to figure out what the game plan is moving
18 forward to wrap this up, either through -- obviously,
19 there's an effort to expand the receivership. I assume
20 that that's sort of on a parallel track with the effort
21 to resolve the -- all of the creditors' claims in
22 Virginia.

23 Is the amounts that are in this court --
24 there is amounts that have been deposited in the
25 registry of the Court?

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1 MR. BERLETH: Correct. Well, it's in the
2 receiver's IOLTA. It was \$3,083,000; but as I've said,
3 I've had to pay payroll and things like that out of it.

4 THE COURT: But that's separate from,
5 like, the Virginia --

6 MR. BERLETH: That is completely separate
7 from the Virginia. This is only Atlantic Wave's. And
8 so what I've done, Judge, if you want to never hear the
9 word "Cyberlux" again -- and trust me, I can share your
10 empathy on that.

11 What I've done is I -- I already had a
12 motion to terminate the receivership when I received the
13 \$3,083,000. What I would like to do is reurge my motion
14 to terminate the receivership with this order, which
15 does terminate the receivership.

16 It does the same thing that Ms. Myers is
17 asking for, which is to terminate the receivership; but
18 it pays the receiver what he's owed. And I'll
19 distribute the funds. I have the \$873,000 check here
20 that I'll forward in accordance with that order, and the
21 receivership can be terminated here today right now in
22 this hearing.

23 With that said, I can assure you that at
24 least one or more of those creditors are going to be
25 marching down the hall to Judge Roth -- I think their

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1 hearing is at 11:30 -- for a follow-on Chapter 64
2 receivership, so then the receiver can take the
3 consortium and go to Virginia and withdraw the
4 \$25 million to pay the actual creditors.

5 As I've said, Judge, there is more than 50
6 or \$60 million in owed money. All of those creditors
7 are taking a haircut and they know it, but they want
8 something rather than nothing.

9 And if you sign the order that they have
10 jointly presented to you, all of the other creditors are
11 going to get hosed, including your own receiver.

12 MS. MYERS: Your Honor, may I --

13 MR. MAHENDRU: Can I interject,
14 Your Honor, on behalf of the receiver?

15 You need a road map of what's on deck
16 first, what's on deck second. This joint motion to
17 terminate or dissolve the receiver, however they
18 fashioned it, they only filed that on Thursday, setting
19 it for a hearing this afternoon at 1:30. I don't know
20 how it got moved to 11:00 a.m.

21 That is not proper notice. I don't care
22 what any other lawyer before you says, whether it's
23 Mr. Walton or Ms. Myers. No one gave proper three days'
24 notice of any motion to terminate or dissolve the
25 receivership. The joint motion wasn't filed until

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1 Thursday. That is point No. 1.

2 Point No. 2 is if you wish to take the due
3 order of pleadings, the motion to withdraw by Thompson
4 Coburn has been pending before the Court since
5 January 5th. Sign their order on the motion to
6 withdraw, they're out. We will deal with the rest of it
7 whether at 1:30 or whether at another day that the Court
8 can give us at least probably a half a day, if not a
9 whole day.

10 Point No. 3, since Thursday of last week,
11 you now have, at last count, six or seven parties that
12 have intervened in this lawsuit. Those six or seven are
13 creditors, who are also joining in the expansion of the
14 receivership.

15 So this little game that is afoot between
16 Cyberlux and Atlantic to, A, completely, as Mr. Berleth
17 said, hose the receiver, that needs to be shelved.

18 B, the fact that there are other parties
19 now before you, who are also judgment creditors, who are
20 also seeking relief in your court, could never be
21 disposed of on a two-day motion to dissolve the
22 receivership.

23 Three, you couldn't ever and wouldn't
24 ever, I imagine, Your Honor, dissolve the receivership
25 without a proper accounting and a report by the

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1 receiver, which you don't have, which the receiver has
2 not prepared.

3 And the only interim step that the
4 receiver is willing to take or proffer at this very
5 moment, at 11:31 a.m., is an issue to be taken up at
6 1:30, which is, what is it Atlantic Wave is seeking in
7 terms of interim attorney's fees under the turnover
8 statute that Mr. Walton indicated was set this
9 afternoon.

10 So, I don't know what it is the Thompson
11 Coburn lawyers are doing because their motion, and I can
12 share it with you on screen, says they wish to withdraw.
13 And if they wish to withdraw, sign the order Judge, and
14 we're done.

15 We will deal with Cyberlux and its
16 principal, as we are entitled to under the Rules of
17 Civil Procedure. They can't come to you and say,
18 Dissolve the receivership because we have some back
19 channel agreement with Atlantic Wave on how to
20 completely upend this receivership.

21 THE COURT: Understood.

22 MS. MYERS: Your Honor, may I --

23 MR. SADIGH: Your Honor, I am sorry. May
24 I please address some of the issues that Mr. Berleth and
25 his attorney, Mr. Mahendru, have been putting in front

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1 of the Court? And I think it would be extremely helpful
2 for the Court to make that decision.

3 THE COURT: One second.

4 Counselor, did you want to say something?

5 MR. ARDMORE: Yes, Your Honor. Thank you.
6 Thank you so much.

7 I would just say that there is a solution
8 that does resolve everything very quickly here today.
9 And this has been quite a long road for the creditor.
10 And there has been a lot of expensive, very talented
11 litigation attorneys.

12 And so the problem that we're running into
13 at this point is that the creditor is going to become
14 prejudiced here fairly quickly, we believe, or at least
15 there's a high risk of that. Because some of these
16 attorneys with these big fees are getting restless; and
17 we don't know that, you know, it's going to be so easy
18 to recover attorney fees to defend against attorney fee
19 claims.

20 And so that's why we've been pushing so
21 hard. And I wrote a letter to the Court a little while
22 back saying, you know, We're barely hanging on here.
23 So -- but on top of that, just resolving that one
24 issue -- and we've had a motion pending for quite some
25 time now. For three or four settings, it's been put

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1 off.

2 But just resolving that one issue will
3 make most of this go away; and it will make less people
4 show up at the next hearing, such as Atlantic Wave.

5 THE COURT: And so you're -- and that
6 issue is?

7 MR. ARDMORE: The interim distribution
8 motion that we put forward and filed maybe a month ago.

9 MS. MYERS: Your Honor, they can't press
10 that motion under the settlement terms that we've agreed
11 to. The only --

12 MR. ARDMORE: I think we're agreed on
13 everything.

14 MS. MYERS: The only motion that's
15 currently pending is the joint motion to distribute
16 funds and to terminate the receivership.

17 I do have a proposal that I think could
18 make this go more efficiently. And it would only
19 require two tweaks to our proposed order on the joint
20 motion, which is the parties have stipulated that the
21 receiver is entitled to \$218,000. The receiver can
22 certainly put in evidence to support his claim he's
23 entitled to more. Okay?

24 All you have to do in that order is change
25 the parties have stipulated that the receiver is

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1 entitled to at least \$218,000.

2 Then we would ask that the Court enter the
3 order so that the plaintiffs can receive their final
4 payment in full satisfaction of this judgment, the
5 receivership can be terminated except for the purpose of
6 determining the receiver's fees and costs, and the
7 corpus remainder can be put into the Court's registry.
8 We'll come back, and we can have a hearing on receiver's
9 fees and costs.

10 But that gets everything done except for
11 the one remaining issue. And the one remaining issue of
12 the receiver's fees and costs cannot keep this
13 receivership in place. This receivership has been over
14 three different times, and now the parties have entered
15 into a settlement agreement.

16 The judgment is done. The receivership is
17 over as of the date of the settlement agreement. The
18 only issue is what Mr. Berleth is entitled to.

19 And so I think if you make those
20 adjustments to our proposed order, then we can be
21 available in two weeks or a week. We would need an
22 accounting, of course. And we may be able to negotiate
23 a resolution on that.

24 THE COURT: And Mr. Sadigh --

25 MR. SADIGH: Your Honor, please, I think

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1 it will help the Court very much. If you just give me
2 about two minutes, I can clear up some issues.

3 THE COURT: Okay.

4 MR. SADIGH: First of all, Mr. Berleth
5 said that we went to mediation without letting him know.
6 No. He was aware. He was invited more than twice, when
7 we went in December and he wanted to do it in January.
8 And his attorney constantly said they're not available.

9 We spent a lot of money, hours and days,
10 to prepare for mediation. We went to mediation with
11 Cyberlux. And, unfortunately, because the receiver did
12 not participate was one of the reasons we couldn't
13 succeed in mediation.

14 Second, all of the other creditors that
15 Mr. Berleth eloquently was trying to tell the Court that
16 he has consortium so he can expand his receivership and
17 go to Virginia and collect all this money for all of
18 them, they have their remedies.

19 There is an interpleader. They're in a
20 federal court in Virginia in the hands of a very able
21 federal judge. They can file their claim in the
22 interpleader; and a federal judge under federal
23 guidelines, without charging any fees except a filing
24 fee, will determine their share of that 23 million or
25 \$25 million that is sitting in Virginia.

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1 yesterday afternoon when we were on the phone, me and
2 Mr. Berleth, we were trying to resolve these issues.

3 The only thing he was saying to us, and
4 almost getting in a yelling match, was threatening my
5 client about, You will not see a cent if you don't go
6 forward with me. Because I want to expand my
7 receivership, I want to get my hands on that
8 20-something million dollars in Virginia, and I want to
9 make fees on all of those things. And if you don't do
10 that, I'll make sure that you guys get zero.

11 Based on that, I believe what Ms. Myers
12 has put in front of the Court. It's a very good
13 solution. Thank you, Your Honor.

14 MR. MAHENDRU: Your Honor, I --

15 THE COURT: Hold on. Mr. Mahendru, just
16 one second.

17 Did you want to say something?

18 MR. BERLETH: I do, Judge.

19 I can't support or oppose Mr. Ardmore's
20 motion. And they have been asking me for months, Will
21 you agree to distribute the \$873,000 for -- and I agree,
22 Atlantic Wave has been supporting basically all of the
23 attorney's fees for the consortium.

24 I know that there's a lot of attorney's
25 fees; but they have been doing the heavy lifting on it,

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1 right. And they want to get paid for that. And that's
2 what they're asking for, which is why Mr. Ardmore filed
3 a motion for the interim distribution.

4 I believe the first reset was because of a
5 weather-related closure. The second reset was because
6 the Court was unavailable, and it was kind of a
7 late-minute filing. And so we all agreed to have it on
8 March 2nd at 1:30. Yes, I did speak wit Mr. Sadigh at
9 length yesterday and his client and --

10 THE COURT: So I don't mind if we need to
11 hear -- I don't mind hearing that motion. It would be
12 late afternoon.

13 MR. BERLETH: Fantastic.

14 THE COURT: So we can come back and hear
15 that motion.

16 MR. BERLETH: We're here.

17 THE COURT: And so I guess that -- and we
18 can kind of address Mr. Ardmore's motion at that point.
19 It sounds like we have a problem with joining stuff. I
20 can kind of carry that, and then kind of -- carry that
21 kind of issue until I kind of figure out where that fits
22 into this.

23 I understand that you're opposed to it,
24 and it's probably not -- but we can kind of follow up a
25 little bit on that -- on those issues, as well. But I

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1 understand that's -- so the reason I wanted to have this
2 discussion is because I wasn't quite sure what we were
3 trying to decide here today, where everybody was at.
4 And so at least I wanted to touch base with everybody at
5 11:00 to kind of figure out where everybody's posture
6 was.

7 My biggest concern was that pending
8 request, and so I wanted to at least address that on
9 some level. I didn't know where that fit into all of
10 this. And it sounds like that's still outside of that.

11 MR. BERLETH: The problem that they're
12 bringing up is, for example, Rich Shiffler is an
13 employee. And for him -- you know, for these employees
14 to -- I mean, they're right. They do have, under the
15 legal sense, a remedy to go to Virginia; and they can
16 hire a Virginia lawyer to appear in federal court, which
17 I can assure you is not cheap.

18 And, you know, for a single mother of two,
19 who's just trying to get her \$2,500 paycheck, is she
20 going to go to Virginia and get --

21 THE COURT: We've had this discussion
22 before. I understand.

23 MR. BERLETH: -- yeah, she's not. And so
24 that's the value of expanding the receivership, is
25 because I can take all of those employees, these

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1 employees who literally were in -- months in Ukrainian
2 combat zones who are asking me to go and collect their
3 money -- like, they came out of the combat zones
4 thinking they were paid by Cyberlux and now they're not
5 and they want me to go collect their \$5,000. They can't
6 afford to go and hire federal counsel in Virginia to do
7 that.

8 THE COURT: Right, but that's a
9 separate --

10 MR. BERLETH: That's a separate issue.

11 If you want to terminate the receivership
12 today, Judge, I'm prepared to do that; but I can't take
13 a \$218,000 fee, even though they've agreed. And that's
14 the problem with it.

15 My main problem with the joint motion is,
16 is that it instructs me to distribute all of the funds
17 and then interplead the \$218,000 that I can then go
18 later and fight over, which Cyberlux, I'm sure you're
19 aware by now, they would argue the sky is not blue, if
20 they could.

21 And so now I'm sitting here for a fee of
22 \$218,000 that if the Court decides, you know, what -- we
23 do agree that the receiver is entitled to 1.6, there is
24 no money there to pay me. So now do we reanimate the
25 receivership, and I go collect the remaining

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1 \$1.4 million?

2 They're asking me to distribute all of the
3 money right now and terminate the receivership and then
4 later I can go and fight for my fees, which --

5 THE COURT: Understood.

6 MR. BERLETH: -- I can't do that.

7 If you want to terminate the receivership
8 today, Judge, I have the order that was presented to
9 this Court months ago that they objected to, with
10 updated numbers. The receiver's motion to terminate, it
11 gets them what they want. You never have to hear the
12 word "Cyberlux" again. And the other creditors can go
13 and get another receivership out of another court.

14 THE COURT: I'm about to recess the
15 hearing.

16 Is there anything else you want to say?

17 MR. ARDMORE: Thank you, Your Honor.

18 I think that the fees to pay the attorneys
19 for the creditor have been agreed by, I think, everyone.
20 So I don't think that there's any dispute over the
21 amount of the fees. It's in the settlement agreement.
22 And Mr. Berleth says that he's got the check ready to
23 go.

24 THE COURT: You're either opposed or in
25 agreement?

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1 MR. BERLETH: I would ask the Court to --
2 you know, I'm not opposed; and I don't --

3 MR. MAHENDRU: Robert --

4 MR. BERLETH: -- objection. I would ask
5 the Court to enter the interim distribution order. I
6 can give him the \$873,000 today. And then the joint
7 motion, which was not properly noticed and shouldn't be
8 heard today, is then moot because the \$873,000 has been
9 paid.

10 And then we can take up the motion to
11 expand the receivership later if Thompson Coburn is
12 still their attorney, which I'm not sure if they're even
13 going to be around after 1:30 this afternoon.

14 MR. MAHENDRU: Your Honor, we don't have
15 any settlement agreement between these two parties. So
16 if we want to fly by the seat of the pants -- I thought
17 this was just a status conference. Why are we coming
18 back this afternoon?

19 Why aren't they showing the Court the
20 settlement agreement? Why haven't they shared the
21 settlement agreement with all parties? Why don't the
22 intervenors have a right to speak?

23 I mean, what is going on here? Like,
24 we're just going to start making rulings and
25 interlineating orders on motions that haven't been

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1 properly set and add two words to it and let Cyberlux
2 dictate the outcome of what's transpiring here?

3 I mean, I feel like I'm in the twilight
4 zone.

5 THE COURT: Did you want to say something?

6 MS. MYERS: Your Honor, I just wanted to
7 reiterate again. Because as soon as any payment gets
8 made for the stipulated attorney's fees, that is the
9 last remaining issue with respect to the receivership
10 that was established by your order under Chapter 31.

11 The only remaining issue, and it doesn't
12 prolong the receivership, is what Mr. Berleth's
13 reasonable attorney's fees and costs are.

14 Again, I would propose, enter the joint
15 motion order, alter it to say that he's entitled to at
16 least \$218,000 -- he doesn't have to prove that because
17 we have stipulated to it -- have the remaining corpus
18 put in the Court registry. So then we can come back,
19 after a full accounting, and allow Mr. Berleth to make
20 his motion to receive his piece.

21 MR. BERLETH: That's not -- first of all,
22 that terminates the receivership. So it doesn't give
23 all of the other people the ability to come and argue.

24 Secondly, Judge, that money was spent. I
25 paid payroll. So I can't. Now you're asking me to go

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1 take \$400,000 from my kids' children fund and put it
2 into the registry of the Court that --

3 MS. MYERS: I'm simply asking for the
4 remainder that is currently available. I'm not ask- --
5 Cyberlux is not asking that you go claw back payments.

6 MR. MAHENDRU: Your Honor, I have to
7 leave. Can we come back this afternoon?

8 THE COURT: So, Mr. Mahendru, you
9 represent the receiver; is that right?

10 MR. BERLETH: I'm sorry?

11 MR. MAHENDRU: I do, Your Honor.

12 THE COURT: Okay.

13 MR. MAHENDRU: I do.

14 THE COURT: You can leave. I'll continue
15 to talk to Mr. Berleth, if you need to go.

16 MR. MAHENDRU: What time this afternoon
17 would you like to see us, Your Honor?

18 THE COURT: If we recess, we'll probably
19 reconvene at 4. But I'll let Mr. Berleth -- I'm sure
20 Mr. Berleth can handle the details from here.

21 The -- so on -- so you're fine -- so the
22 purpose of the 4:00 o'clock was to allow him to present
23 his interim attorney's fees request?

24 MR. BERLETH: Correct. And there was a
25 misstatement there. That 873 represents the attorney's

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1 fees incurred by Atlantic Waves from May 22nd, 2025, to
2 date, right? That's all that is. That does not address
3 the underlying judgment.

4 Originally, this Court asked me to collect
5 \$2.1 million. With my expenses and fees on top of that
6 came to about \$3 million. That \$3 million has been
7 spent in part, but it's mostly sitting intact in my
8 IOLTA. The Texas Access to Justice Foundation is a huge
9 fan of mine now. It's sitting there, waiting on
10 distribution.

11 THE COURT: Right. So if you have -- and
12 I don't know how much. You said 400,000 to 2.6,
13 roughly?

14 MR. BERLETH: Yeah, it's about there.

15 THE COURT: Okay. It's 2.6. So --

16 MR. BERLETH: I mean, I have spent -- I
17 mean, some of it was money that I spent out of my
18 pocket; and some of it was money that I spent --

19 THE COURT: Let's say there's 2.6.

20 MR. BERLETH: Okay.

21 THE COURT: So if we give them 800, that
22 gets us to 1.8, right?

23 MR. BERLETH: Ballpark.

24 THE COURT: Yeah.

25 MR. BERLETH: Well, it's actually 873. So

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1 900 and -- you know, when we start talking about
2 rounding numbers, they always tend to get rounded.

3 But if the interim distribution occurs,
4 that's only for the attorney's fees incurred during the
5 receivership. They still have another million dollars
6 plus that they're owed on the judgment.

7 THE COURT: Understood.

8 So you have 1.8 million left,
9 approximately. And then you want 1.2 or 6?

10 MR. BERLETH: I'm asking for -- my fee
11 invoice is for \$1,594,719.94.

12 THE COURT: So 1.6. So that would leave
13 200 -- let's assume, best-case scenario, you got
14 everything. That would leave \$200 for --

15 MR. BERLETH: 200,000, which --

16 THE COURT: -- for the underlying
17 judgment?

18 MR. BERLETH: Again, they're asking for it
19 to go back to Cyberlux, which -- or Legalist, which,
20 again, that's preferential treatment to a creditor. I
21 think that should be interpleaded into the Virginia court
22 for the Virginia court to decide who gets that money.

23 THE COURT: So you think the remainder
24 should be taken out of this court and sent to Virginia?

25 MR. BERLETH: And sent -- not out of this

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1 Court, but out of the IOLTA. And that's --

2 THE COURT: And I apologize. I keep using
3 that wording.

4 MR. BERLETH: Yeah, yeah, yeah.

5 THE COURT: I'm so used to talking about
6 the registry of the Court, but it gets --

7 MR. BERLETH: Yeah, yeah. So out of --

8 THE COURT: -- out of your IOLTA. You
9 want to 200 --

10 MR. BERLETH: Correct.

11 THE COURT: -- and then they just go
12 figure out who gets what.

13 MR. BERLETH: Correct. And that Virginia
14 court, whether it goes and deals with the consortium
15 through another receivership --

16 THE COURT: Okay. So --

17 MR. BERLETH: -- or each individual person
18 goes up there, that's what that court deals with.

19 THE COURT: On your 1.6, roughly,
20 obviously that would have to be proved up and I wouldn't
21 necessarily be bound by the contract, but --

22 MR. BERLETH: Correct. I'm prepared to do
23 that today.

24 THE COURT: Yeah. I'm sorry?

25 MR. BERLETH: I'm prepared to do that

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1 today. I have all of my exhibits ready. I have my
2 invoice ready, and I'm prepared to take on testimony.

3 THE COURT: I'm assuming that they're not
4 and they would probably want an opportunity to talk, but
5 who knows.

6 MR. BERLETH: That's what filing things
7 with three days' notice gets you.

8 THE COURT: Okay. So best -- is it my
9 understanding that there's the -- that if there's an
10 interim -- is there anybody opposed to the interim
11 disbursement?

12 MS. MYERS: Your Honor, Cyberlux is
13 opposed, because it doesn't take into account the full
14 scope of the settlement agreement that the parties have
15 entered into.

16 We don't oppose the amount, but that
17 amount represents a full settlement and satisfaction of
18 the underlying judgment itself, too. And so that's the
19 opposition. And the settlement agreement frankly mooted
20 their motion for interim fees, because it was a
21 resolution of everything before this Court.

22 MR. BERLETH: I don't think there is a
23 settlement agreement, as she's saying, Judge. I've
24 asked them about that. There is the only signed
25 document pursuant to what my conversation with

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1 Mr. Sadigh and Mr. (unintelligible) are is the joint
2 motion, which I spent the weekend frankly asking them to
3 remove the joint motion, withdraw the joint motion, and
4 in place move forward with Mr. Ardmore's unopposed
5 motion for interim distribution because --

6 THE COURT: So do you have a settlement
7 agreement?

8 MS. MYERS: We do, Your Honor. We didn't
9 attach it to the filing because it's confidential.

10 THE COURT: Do you have a settlement
11 agreement?

12 MR. ARDMORE: Yes, Your Honor.

13 It does stipulate the attorney fees that
14 we seek in the interim distribution motion. And so they
15 have been opposed to the interim distribution motion
16 from the beginning. So I don't think that that changes.
17 But everyone's been noticed on that.

18 And the amount of the distribution, the
19 amount that goes to Atlantic Wave has been stipulated
20 by -- all parties are agreed to the amount. And so at
21 this point we don't see any reason why Atlantic Wave
22 should be prejudiced -- why the creditors should be
23 prejudiced by these other attorneys, who are very
24 skilled litigation attorneys, which is what they
25 unfortunately have had to employ.

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1 And so when everything is stipulated and
2 he's got a check here, ready to go, we don't see why the
3 creditors should be prejudiced. Now, if they want to --
4 if the argument is whether the receivership is shut down
5 or not, we -- we're good either way. We're good.

6 And that's something that can be heard at
7 a later time, but we've had a very pressing issue for
8 quite some time on these attorney's fees that are
9 outstanding. And so when it's stipulated to the amount
10 and the check is ready to go, I just don't see any
11 reason for further suffering.

12 THE COURT: Right. And I understand that.
13 And that's why I'm trying to see if it's necessary for
14 the 4:00 o'clock. And so --

15 MR. ARDMORE: Oh, thank you, Your Honor.

16 THE COURT: So the issue is if the amount
17 is stipulated to and there doesn't seem to be any
18 opposition, the concern is, is that because they're not
19 getting the full benefit of their settlement agreement
20 because the amounts being paid are sort of outside the
21 scope of the settlement agreement.

22 But that's -- that settlement agreement
23 is -- sort of just resolves the dispute between Atlantic
24 Wave and Cyberlux and perhaps what you may be entitled
25 in excess of the \$800,000 in attorney's fees.

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1 MR. ARDMORE: Yes, Your Honor. And it
2 doesn't set forward any date by which the receivership
3 needs to be shut down. So part of the agreement is that
4 we agree that the receivership be terminated, but it
5 doesn't say that it needs to happen right here today, in
6 the settlement agreement.

7 So there's nothing in the settlement
8 agreement that states that we can't do it in pieces and
9 that we can't take care of this pressing issue, which
10 was the -- so these unpaid attorney fees was the driving
11 motivation that got us into -- to agree to this.

12 THE COURT: Okay. So on the issue of if
13 their -- if the creditor that sort of spawned the
14 receivership no longer has a pending claim, doesn't it
15 moot the receivership? I mean, if they resolved their
16 dispute?

17 MR. BERLETH: Well, I think under
18 Chapter 64(a)(7), this Court does have the ability in
19 equity to grant the other parties the ability to -- you
20 know, because there is, you know --

21 THE COURT: So I'm just --

22 MR. BERLETH: -- imminent and irreparable
23 harm if you give that money to Cyberlux and you
24 terminate the receivership, which will do that --

25 THE COURT: Well, I'm not talking about

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1 their joint motion as much as -- let's say I grant their
2 attorney's fees. They get their money.

3 MR. BERLETH: That's it.

4 THE COURT: And they've settled it --
5 outside they've settled it anyway, then --

6 MR. BERLETH: Sure. Well, they still have
7 to settle my fee; but yeah.

8 THE COURT: Settle the fee.

9 MR. BERLETH: Correct.

10 THE COURT: But I haven't wound up the
11 receivership, there hasn't been an accounting, there
12 hasn't been a prove-up on the attorney's fees.

13 MR. BERLETH: Correct.

14 THE COURT: But basically, the winds are
15 out of the sails, at least with respect to the first
16 order that was you collected the money, they've settled
17 their claims, you've spent what you've spent, and the
18 claims have been resolved by the original order to
19 appoint.

20 MR. BERLETH: No. Because that 873
21 represents the fees incurred since the inception of the
22 receivership. The \$2.1 million I was originally
23 assigned to collect, they've been paid \$1.1 million
24 through the Virginia court.

25 There is still a ballpark million dollars

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1 outstanding that Atlantic Wave is still owed. They may
2 have been --

3 MR. SADIGH: Your Honor, that is for us or
4 Atlantic Wave Virginia an agreement. And the Court must
5 note it's only for the attorney's fees that have been
6 incurred by Atlantic Wave in Texas, in the Texas action.

7 It only settles the Texas action, pulls
8 all the parties out of Texas, and they can resolve the
9 rest of the issue in the Virginia court through a
10 federal judge.

11 THE COURT: Is there a reason why you
12 haven't shared the settlement agreement?

13 MS. MYERS: Your Honor, I haven't --

14 MR. SADIGH: It's confidential.

15 MS. MYERS: I haven't been asked for it.
16 I'm happy to provide it in a confidential way, of
17 course. Actually, I haven't heard from the receiver or
18 his counselor except to ask whether our motion to
19 withdraw is still pending.

20 MR. BERLETH: Which was several weeks ago;
21 and they said, yes, they're still going to go forward
22 with their motion to withdraw.

23 So, again, Judge, we came into -- you
24 know, as of yesterday at 4:00 o'clock in the afternoon,
25 the plan was they have their motion to withdraw up and

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1 Mr. Ardmore has his motion to interim distribution up.
2 And both of those are unopposed and should be signed.

3 Thirdly is the receiver's motion to
4 expand. If you go through all of those, two unopposed
5 motions and one, as you said, there is the burden of the
6 64, and you grant the 64, the fourth motion that was,
7 again, improperly noticed, is moot.

8 Because they've been paid, and they -- if
9 they want to go and they want to enforce their
10 settlement and say Atlantic Wave has settled, well,
11 that's another fight for another day, but you wouldn't
12 be -- I mean, like I said, this settlement conference is
13 scheduled right now in March. I've already bought the
14 tickets. I'm already, you know, ready to go.

15 THE COURT: I understand.

16 Okay. So your only objection to the
17 payment -- or the -- your only objection is you
18 otherwise have a settlement agreement?

19 MS. MYERS: Your Honor, the issue is what
20 that payment resolves. And the parties have agreed that
21 the payment of that amount of money resolves all pending
22 issues between the parties in this matter.

23 THE COURT: Right.

24 MS. MYERS: And so granting it as an
25 interim attorney's fees award would undermine the

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1 settlement agreement that the parties have already
2 signed. And so, you know, we don't -- I don't dispute
3 that we have agreed to that amount, but that is a
4 settlement and it resolves all remaining issues in this
5 Texas action.

6 The parties can go fight in Virginia.
7 Those are excluded from the settlement.

8 THE COURT: Okay. So --

9 MR. BERLETH: It doesn't. You have three
10 intervenors right there. It doesn't resolve their
11 issues at all.

12 THE COURT: Understood.

13 So it doesn't sound like I have any
14 objection to your interim payment. So I'm going to go
15 ahead and grant that.

16 MR. ARDMORE: Thank you. Thank you,
17 Your Honor.

18 THE COURT: The issue of the effect of the
19 settlement agreement, I don't have it before me. And it
20 looks like there's issues with scheduling. So we'll
21 need to take that up at a later point. It sounds like
22 there's objections and we won't be able to resolve that.

23 So the other issue is the motion to
24 withdraw. Do you still want the Court to consider it,
25 or do you want to hold off on it?

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1 MS. MYERS: Your Honor, I need to know
2 what is going to be heard this afternoon before I ask
3 you --

4 THE COURT: So nothing is going to be
5 heard this afternoon since I'm granting the relief.

6 MS. MYERS: Everything is going to be
7 kicked at a later date?

8 THE COURT: Yes.

9 MR. BERLETH: We need the receiver's
10 motion to expand because the consortium is looking for
11 the March 25th settlement -- I'm sorry, I keep saying
12 25th -- 26th --

13 THE COURT: That won't be on today because
14 we don't have time.

15 MR. BERLETH: I get that. Can we get --

16 MR. PRIDDY: Judge, can I speak? I
17 represent Legalist. They're the largest secured
18 creditor here. Can I have 60 seconds? I know it's a
19 busy day today, but I think I can help offer some
20 clarification.

21 THE COURT: Yes.

22 MR. PRIDDY: So I represent Legalist SVP.
23 We're owed about 13 million by Cyberlux. We deposited
24 the 3 million and change with the receiver, my client
25 did back in June, with the understanding that it would

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1 satisfy all the debts and terminate the receivership.

2 That's not ultimately what happened, but
3 Legalist has sat on the sideline until now. And we did
4 move to intervene on Friday. The reason we did so was
5 for two reasons.

6 One was we haven't seen the settlement
7 agreement either, but our understanding was that it
8 offered to release the funds we paid to the receiver
9 back to Legalist, to the extent there were additional
10 funds.

11 And the second reason we intervened is in
12 the event that the receivership was expanded, we would
13 obviously want to be involved in the case to protect our
14 rights.

15 That being said, as Legalist sits here
16 today, we fully support the joint motion that was filed.
17 We're fine with Atlantic Wave being paid their fees.
18 And I believe the motion and the settlement stipulate
19 that they're going to return the outstanding balance
20 back to Legalist. Again, I haven't seen that.

21 But I can represent to the Court that if
22 the Court goes the route of paying Atlantic Wave and
23 terminating the receivership, Legalist is fine with the
24 excess funds remaining in the registry while the parties
25 dispute what the fees are.

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1 And, frankly, while the funds are in the
2 registry, those funds belong to Cyberlux, because we
3 made that as a loan, a protective advance, to Cyberlux.

4 So that's just some background on kind of
5 our involvement in the case and why we may want to be
6 involved moving forward. But we're fully signed off on
7 the joint relief that Cyberlux and Atlantic Wave have
8 asked for today.

9 And then very quickly, on this proceeding
10 that's taking place in the Eastern District of Virginia,
11 this case has been on file up there since June. It's a
12 very active case. There's 150 docket entries. We're
13 exchanging discovery as we speak.

14 The court has set a settlement conference
15 with its magistrate judge on March 26th. And if the
16 parties can't settle on March 26th, the court has given
17 us summary judgment deadlines on April 15th.

18 It has indicated that either by settlement
19 agreement or by summary judgment, the court in the
20 Eastern District of Virginia intends to rule and dispose
21 of these funds that relates to the additional creditors.

22 We're comfortable with that process.
23 We're fine with everything playing out. The 25 million,
24 or whatever it is, we're fine with that playing out in
25 Virginia. So that's just a little bit of flavor for the

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1 Court.

2 THE COURT: And I'm fine with it playing
3 out in Virginia, as well.

4 MR. BERLETH: I figured you would, but
5 then you get Mr. Beale. His client is an intervenor in
6 this case, and he's wanting the receiver to go collect
7 the funds out of Virginia.

8 THE COURT: Right.

9 MR. BERLETH: So he might have some
10 opinions about whether Legalist is getting Cyberlux --

11 THE COURT: So on the 26th, the magistrate
12 is mediating?

13 MR. BERLETH: I'm sorry?

14 THE COURT: Is the magistrate mediating on
15 the 26th?

16 MR. BERLETH: Correct, Your Honor. And
17 that's what I'm saying. I've worked tirelessly for
18 months to get everybody -- all of the creditors,
19 potentially including Legalist -- together to have a
20 stipulated agreement that all -- I mean, it's not even
21 going to be a two-hour hearing.

22 THE COURT: Understood.

23 MR. BERLETH: Here's the stipulation.
24 They give it to us. I bring it back to you. I ratify
25 it. And by April 15th, this case is over.

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1 THE COURT: I can probably do something
2 this week. I just need to figure out what --

3 MR. BERLETH: Okay.

4 THE COURT: Probably Thursday.

5 MR. BERLETH: I'm not -- actually, that
6 was the one day I was going to say I'm not available. I
7 have to be in Dallas on Thursday, Judge.

8 But I would like -- while we're on the
9 record, I am offering Mr. Ardmore a check for
10 \$873,639.75. And so I am tendering that to him, on the
11 record.

12 THE COURT: What's -- where's your motion?

13 MR. ARDMORE: Thank you, Your Honor.

14 MR. BERLETH: It's in the docket.

15 THE COURT: When was it filed?

16 MR. BERLETH: Several months ago. In
17 December, I believe.

18 MR. ARDMORE: I'll find out.

19 THE COURT: What's it entitled?

20 MR. WALTON: Your Honor, it was filed on
21 January 6, 2026. It's called Plaintiffs' Second Amended
22 Motion for Distribution of Funds.

23 THE COURT: Plaintiffs' Second Amended
24 Motion for Distribution of Funds. I don't see it.

25 Is it the order --

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1 MR. WALTON: January 6th.

2 THE COURT: Is it the proposed order
3 granting the motion to withdraw?

4 MR. BERLETH: Yes. Correct, Your Honor.
5 It's at 124439250.

6 Oh, wait. That's the motion to withdraw.
7 That's -- I'm sorry. That's the withdrawal of Thompson
8 Coburn.

9 MR. WALTON: Your Honor, I think the
10 proposed order was filed on February 9th. Although --
11 yeah, February 9th.

12 THE COURT: Okay. I see it.

13 MR. BERLETH: Correct, Judge.

14 And other than that, the receivership is
15 to remain in place. And we will set a motion to expand
16 the receivership as soon as possible.

17 And I would also like to suggest to the
18 Judge that the motion to withdraw for Thompson Coburn
19 has not been objected by any party, and if you want
20 to --

21 THE COURT: Do you wish to continue with
22 that or pass it?

23 MS. MYERS: As long as nothing is set for
24 hearing later today, we would like to proceed with it.

25 THE COURT: Okay.

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1 MS. MYERS: I can't ask you to let me
2 withdraw if there's a hearing that's going to happen
3 imminently.

4 THE COURT: Okay. It's --

5 MR. BERLETH: There's not going to be one
6 today, Judge.

7 THE COURT: It's granted.

8 MS. MYERS: Thank you.

9 THE COURT: Have a good day.

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1 STATE OF TEXAS

2 COUNTY OF HARRIS

3

4 I, Jennifer Gajevsky, Official Court Reporter in and
5 for the 129th District Court of Harris, State of
6 Texas, do hereby certify that the above and
7 foregoing contains a true and correct transcription
8 of all portions of evidence and other proceedings
9 requested in writing by counsel for the parties to
10 be included in this volume of the Reporter's Record
11 in the above-styled and numbered cause, all of which
12 occurred in open court or in chambers and were
13 reported by me.

14 I further certify that this Reporter's Record of the
15 proceedings truly and correctly reflects the
16 exhibits, if any, offered by the respective parties.

17

/s/ Jennifer Gajevsky

18

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