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

HII MISSION TECHNOLOGIES CORP.,
Plaintiff,

v. Civil Action No. 3:25cv483

CYBERLUX CORP., *et al.*,
Defendants.

MEMORANDUM OPINION AND ORDER

In this case, the defendant filed a memorandum of law containing false quotations from cited authorities. In this opinion and order, the Court addresses the significance of the false quotations, and the consequences of the conduct in question.

This case is an interpleader action. The interpleader defendant, Cyberlux Corporation ("Cyberlux"), filed a fourteen-page brief in support of its motion to dismiss the complaint. (ECF No. 86.) Shortly thereafter, the interpleader plaintiff, HII Mission Technologies Corp. ("HII"), filed a brief opposing Cyberlux's motion. (ECF No. 99.) In this opposition brief, HII pointed out that Cyberlux had fabricated (or, at minimum, misrepresented) legal authorities cited in support of its motion to dismiss. (*Id.* at 1 n.1.) Specifically, HII said that Cyberlux and its attorney, Mr. Jimmy F. Robinson, Jr., had falsely indicated that certain statements were quotations from cited authorities. This accusation turned out to be true; the quotations did not appear in the cited cases.

One might expect a party to address such serious allegations at the earliest opportunity, but the defendant did not do so. (*See* ECF No. 106.) In fact, Cyberlux filed a reply brief that completely ignored the issue of false citations.[1] The Court did not ignore the false citations, and

[1] Although Cyberlux did not address the false citations, it apparently decided not to run the risk of getting called out again for misquotation. Its reply brief contains virtually no citations to authorities on the following issues: the importance of the status of secured creditors in interpleader,

it ordered Cyberlux to explain the source of four quotes and principles that the Court could not locate in Cyberlux's cited authorities. (ECF No. 112, at 2.) Specifically, on November 13, 2025, the Court directed Cyberlux and Mr. Robinson to explain the source of the following:

1. *See Washington Electric Cooperative, Inc. v. Paterson, Walke & Pratt, P.C.*, 985 F.2d 677, 679 (2d Cir. 1993), cited for the quote "colorable adverse claims to the same res," (ECF No. 86, at 2 n.2);
2. *State Farm Fire & Casualty Company v. Tashire*, 386 U.S. 523, 533–35 (1967), repeatedly cited for the phrase "interplead the world" and for the idea that the *Tashire* court rejected such efforts, (ECF No. 86, at 5, 7, 9);
3. *See Wash. Elec. Coop.*, 985 F.2d at 679, cited for the quote "[i]nterpleader requires a real and reasonable fear of multiple liability; a claim that is not even colorable will not suffice," (ECF No. 86, at 6 (alteration added)); and
4. *Tashire*, 386 U.S. at 530–31, cited for a recital of the requirements of statutory interpleader, (ECF No. 86, at 5, 9).

(*See* ECF No. 112, at 1–2.)

Cyberlux began its response by saying that it had followed the Bluebook in its brief. (ECF No. 113, at 2.) This argument missed the point. When a lawyer quotes a case, the lawyer is emphasizing some portion of the deciding court's reasoning. In essence, the attorney says, "this is not an advocate saying these words; this is a disinterested judge saying them." The false

(*id.* at 6–7), the contractual subordination of liens, (*id.* at 7), the enforceability of tax liens in interpleader, (*id.* at 7–8), the validity of equitable liens, (*id.* at 8), the senior status of one particular creditor, (*id.* at 8–9), contractual provisions that purport to create federal jurisdiction, (*id.* at 9), the plaintiff's status as a disinterested stakeholder, (*id.* at 9–10), and certain "non-colorable" claims, (*id.* at 10–11).

quotation misleads the reader; the lawyer's words have an illegitimate patina of authority. Simply following the Bluebook does not address the deceiving conduct at issue.

After the ill-fated Bluebook argument, Cyberlux turned to the real problem. Mr. Robinson discussed his "drafting style and use of emphasis." (*Id.*) He said that he "frequently uses quotation marks . . . to highlight key legal principles." (*Id.*) And in this case, the supposed quotations "were synthesized statements of the governing principles." (*Id.* at 2–3.) By putting Mr. Robinson's synthesis of authorities in quotations, Cyberlux gives the impression that it has offered a judge's synthesis.

Cyberlux next maintained that its analysis of the underlying cases is correct, and that its error amounted to no more than "imprecise placement of quotation marks." (*Id.* at 1 n.1.) But again, attributing an attorney's analysis to a judge is a distinct lack of candor. As the Fourth Circuit has observed, "our system of justice depends on advocates' candor in submissions to the court. Failures [to do so] impede the administration of justice." *In re: Eric Chibueze Nwaubani*, No. 25-9517, 2026 WL 687194, at *4 (4th Cir. Mar. 11, 2026) (unpublished per curiam decision).

Cyberlux apparently believed its analysis of the authorities was correct. But "no harm no foul" is not an answer.[2] Quotation marks, without explanatory phrases or additional punctuation, signal that the quoted material may be found verbatim in the cited source. They therefore add strength to the argument.

After Cyberlux's unsatisfactory initial response to the Court's concerns, the Court ordered Mr. Robinson and his law firm, Ogletree Deakins Nash Smoak & Stewart PC, to show cause why the conduct described does not violate Federal Rule of Civil Procedure 11(b). (ECF No. 118, at

[2] Here, the Court uses scare quotes, without attribution to authority, to refer to a common expression or figure of speech. *See* The Chicago Manual of Style ¶¶ 7.60, 7.63 (18th ed. 2024).

3); *see* Fed. R. Civ. P. 11(c)(3). The Court directed a response by January 6, 2026, and granted the respondents an extension until January 23, 2026. (ECF Nos. 122, 125.)

Mr. Robinson's second response parroted his earlier explanation of the quotations—that they were simply errors in punctuation that caused no harm—an explanation that carries little weight. (ECF No. 137, at 2.) In mitigation, Mr. Robinson admitted his errors and noted, correctly, that his brief did not fabricate cases. He explained that a summer associate did the legal research, and an assistant Shepardized the cases. (*Id.* at 4.) He also said that his firm has "taken concrete, immediate steps to strengthen quotation-verification protocols"—to include cite-checking by attorneys. (*Id.* at 2.)

A lawyer's word is his or her bond. Lawyers should be able to rely on the written briefs of opposing counsel, without cite-checking every quotation. The misquotation here is serious. The Court recognizes, however, that the purpose of Rule 11 is to remedy wrongs and prevent recurrence. Given the posture of the case and the defendant's corrective measures, the Court will not formally sanction the respondents. It ORDERS, however, that for any future papers submitted by the respondents in this litigation, whether before the Court or as part of settlement conferences and proceedings before United States Magistrate Judge Mark R. Colombell, Mr. Jimmy F. Robinson, Jr., Esq., SHALL personally verify every citation to authority, including every quotation attributed to authority. Mr. Robinson SHALL certify to the Court that he has completed this verification for each submission, and Mr. Robinson and Ogletree Deakins Nash Smoak & Stewart PC SHALL NOT bill their client, the defendant, Cyberlux, for this effort.

It is so ORDERED.

Let the Clerk send a copy of this Order to all counsel of record.

Date: 1 April 2026
Richmond, VA

/s/
John A. Gibney, Jr.
Senior United States District Judge