



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

**HII MISSION TECHNOLOGIES CORP.,**

**Interpleader Plaintiff**

v.

**CYBERLUX CORPORATION;  
ATLANTIC WAVE HOLDINGS, LLC;  
SECURE COMMUNITY, LLC;  
LEGALIST SPV III, LP; UNITED  
STATES OF AMERICA; ADVANCED  
NAVIGATION AND POSITIONING  
CORPORATION; ROBERT W.  
BERLETH, solely in his capacity as  
Receiver for Cyberlux Corporation, and  
ASSURE GLOBAL, LLC d/b/a  
WESHIELD,**

**Interpleader Defendants/Claimants**

**Civil Action No: 3:25-cv-483**

**[PROPOSED] COMPLAINT IN INTERVENTION OF  
FAIRWINDS TECHNOLOGIES LLC**

**NOW INTO COURT**, through undersigned counsel, comes Interpleader Defendant/Claimant, Fairwinds Technologies LLC (“Fairwinds”).

1. Intervenor Fairwinds asserts through this complaint its interest in the funds that plaintiff HII Mission Technologies Corp. (“HII”) has proposed to interplead in this case. Cyberlux Corporation (“Cyberlux”) agreed to pay Fairwinds in connection with the payment from HII that HII now proposes to deposit with the Court. Fairwinds has an interest in the interpleaded funds and seeks a judgment and payment in satisfaction of that interest.

**PARTIES**

2. Claimant Fairwinds is a limited liability corporation organized under the laws of the state of Maryland.

3. Upon information and belief, the allegations regarding the parties as set forth in the Plaintiff HII's Complaint for Interpleader in paragraphs 3 through 11 accurately describe the parties named in that complaint.

#### **JURISDICTION AND VENUE**

4. Fairwinds accepts the allegations regarding jurisdiction and venue set forth in Plaintiff HII's Complaint for Interpleader in paragraphs 12 through 16.

#### **FACTUAL ALLEGATIONS**

5. On or about October 3, 2022, Fairwinds and Cyberlux entered into a valid enforceable Teaming Agreement (the "TA") in which Fairwinds assisted Cyberlux in securing a contract vehicle award for the shipment of Cyberlux's Model K8 Aircraft ("Drones").

6. As consideration for its services, Fairwinds would either: (i) be given the opportunity to serve as prime contractor for any subsequent award; or, (ii) in the event that a party other than Fairwinds was chosen to serve as the prime contractor for the subsequent award, Fairwinds would receive eight percent (8%) of the contract value associated with the first one thousand (1,000) Drones delivered.

7. A company other than Fairwinds was awarded the prime contract to deliver the Drones.

8. Cyberlux and Fairwinds then entered into a valid and enforceable Strategic Business Development, Service and Supply Teaming Contract (the "Contract") on June 7, 2023.

9. Under the Contract, Cyberlux and Fairwinds agreed that Cyberlux would pay Fairwinds a fee of eight percent (8%) of the value of the first one thousand (1,000) Drones delivered.

10. On July 8, 2025, Cyberlux’s Chief Executive Officer, Mark Schmidt, sent Fairwinds a spreadsheet detailing the accounting breakdown of the value of the Drones and valued the amount owed to Fairwinds as \$2,348,542.00.<sup>1</sup>

11. On July 9, 2025, Fairwinds submitted an invoice for \$2,348,542.00 to Cyberlux.

12. To date, Cyberlux has not paid Fairwinds any of the amounts due.

13. Mark Schmidt, CEO of Cyberlux, confirmed that Cyberlux would pay Fairwinds out of the funds to be disbursed by HII Mission Technologies, Corp. (“HII”) when he valued the amount owed as \$2,348,542.00.

14. At the same time, HII initiated an interpleader action in which the funds in question were placed in the U.S. District Court for the Eastern District of Virginia (Case No. 3:25-cv-483).

### **CAUSES OF ACTION**

#### **COUNT ONE: JUDGMENT IN INTERPLEADER PURSUANT TO 28 U.S.C. § 1335 AND 28 U.S.C. § 2361**

15. Fairwinds incorporates all of the previous paragraphs as if set forth fully herein.

16. Pursuant to 28 U.S.C. § 1335 and 28 U.S.C. § 2361, the Court has authority to enter judgment distributing the interpleaded funds as justice so demands.

17. Fairwinds is entitled to a judgment directing that, pursuant to Cyberlux’s agreements with Fairwinds, the Court pay to Fairwinds \$2,348,542.00, plus applicable interest, of the ultimately interpleaded funds.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Fairwinds respectfully requests the following relief:

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<sup>1</sup> Exhibit 1, *Invoice Summary*.

- A. A judgment directing that \$2,348,542.00, plus applicable interest, be paid out of the interpleaded funds to Fairwinds; and
- B. Such other relief as the Court deems just and reasonable.

August 20, 2025

Respectfully submitted,

*/s/ Alexander N. Breckinridge V* \_\_\_\_\_

ALEXANDER N. BRECKINRIDGE V

(VSB #74708)

JONES WALKER LLP

1 M Street SE, Suite 600

Washington, DC 20003

Telephone: (202) 203-1021

Facsimile: (202) 203-0000

Email: [abreckinridge@joneswalker.com](mailto:abreckinridge@joneswalker.com)

***Counsel for Proposed Intervenor  
Fairwinds Technologies, LLC***

INVOICE SUMMARY

CLIN	Truck	Invoice #	Ship Date	CYBL Amount	Cumulative
CLIN 0002 Cost		20230829-HII-1012		\$ 1,353,669.18	\$ 1,353,669.18
CLIN 0003 Cost		20230829-HII-1013		\$ 1,403,585.21	\$ 2,757,254.39
CLIN 0001	Truck1	20230829-HII-1014	4/25/25	\$ 1,994,110.32	\$ 4,751,364.71
CLIN 0001	Truck2	20230829-HII-1015	4/28/25	\$ 1,978,756.15	\$ 6,730,120.86
CLIN 0001	Truck3	20230829-HII-1016	5/2/25	\$ 2,104,910.92	\$ 8,835,031.78
CLIN 0001	Truck4	20230829-HII-1017	5/5/25	\$ 2,104,910.92	\$ 10,939,942.70
CLIN 0001	Truck5	20230829-HII-1018	5/8/25	\$ 2,688,510.06	\$ 13,628,452.76
CLIN 0001	Truck6	20230829-HII-1019	5/12/25	\$ 3,138,629.76	\$ 16,767,082.52
CLIN 0001	Truck7	20230829-HII-1020	5/28/25	\$ 2,759,934.81	\$ 19,527,017.33
CLIN 0001	Truck8	20230829-HII-1021	6/3/25	\$ 4,212,791.47	\$ 23,739,808.80
CLIN 0004		20230829-HII-1024		\$ 1,615,972.07	\$ 25,355,780.87
CLIN 0002 Profit		20230829-HII-1022		\$ 203,050.38	\$ 25,558,831.25
CLIN 0003 Profit		20230829-HII-1023		\$ 210,537.78	\$ 25,769,369.03

Due:

CLIN 0001	\$ 20,982,554.41
CLIN 0002/0003 Cost	\$ 2,757,254.39
CLIN 0004	\$ 1,615,972.07
CLIN 0002/0003 Profit	\$ 413,588.16
<b>Total Due</b>	<b>\$ 25,769,369.03</b>

Original Contract Shipments DD250s	Qty	Unit Price	CYBL Amount
PNWA9432056002AXX K8-1 Drone	24	\$40,500.00	\$972,000.00
K8-2 Drone	48	\$36,900.00	\$1,771,200.00
PNWA9432056002BXX K8-1 Drone	48	\$40,500.00	\$1,944,000.00
K8-2 Drone	72	\$36,900.00	\$2,656,800.00
PNWA9432056002CXX K8-1 Drone	40	\$40,500.00	\$1,620,000.00
K8-2 Drone	88	\$36,900.00	\$3,247,200.00
PNWA9432056002CXX K8-1 Drone	24	\$40,500.00	\$972,000.00
K8-2 Drone	48	\$36,900.00	\$1,771,200.00
	<b>392</b>		<b>\$14,954,400.00</b>

CLIN 0001 Accounting		
	\$ 22,776,605.40	To USG \$ 22,776,605.40 \$ -

Total Amount	Cumulative	Due CYBL	Total	CYBL	USG "Credit"
\$ -	\$ -	\$ (22,776,605.40)			
\$ 7,121,822.57	\$ 7,121,822.57	\$ (15,654,782.83)	\$ 7,121,822.57	\$ 1,994,110.32	\$ 5,127,712.25
\$ 7,066,986.24	\$ 14,188,808.81	\$ (8,587,796.59)	\$ 7,066,986.24	\$ 1,978,756.15	\$ 5,088,230.09
\$ 7,517,539.00	\$ 21,706,347.81	\$ (1,070,257.59)	\$ 7,517,539.00	\$ 2,104,910.92	\$ 5,412,628.08
\$ 4,423,916.96	\$ 33,647,803.77	\$ 10,871,198.37	\$ 4,423,916.96	\$ 2,688,510.06	\$ 1,735,406.90
\$ 3,138,629.76	\$ 36,786,433.53	\$ 14,009,828.13	\$ 3,138,629.76	\$ 3,138,629.76	\$ -
\$ 2,759,934.81	\$ 39,546,368.34	\$ 16,769,762.94			
\$ 4,212,791.47	\$ 43,759,159.81	\$ 20,982,554.41			

Commission Calculation		
Drones	Payment	
392	\$ 14,954,400	Original Contract
1608	\$ 43,759,160	Closeout Modification
2000	\$ 58,713,560	
	\$ 29,357	Per unit average
	\$ 29,356,780	1000 units
	<b>\$ 2,348,542</b>	8% Commission

Notes:

CLIN 0001 is the shipping of drones in closeout modification.  
Other CLINs related to expense reimbursements related to closing out the contract