

# **EXHIBIT 6**



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VIA EMAIL ([clark.belote@kaufcan.com](mailto:clark.belote@kaufcan.com))

Clark J. Belote  
Kaufman & Canoles, P.C.  
150 W. Main Street, Suite 2100  
Norfolk, VA 23510

RE: Claims to funds held or to be held on behalf of or for the benefit of Cyberlux Corporation.

Dear Mr. Belote:

This letter serves as formal notice to Huntington Ingalls Industries and HII Mission Technologies Corp. (collectively HII) as to Atlantic Wave Holdings, LLC (Atlantic Wave)'s claims to funds held or to be held by HII on behalf of or for the benefit of Cyberlux Corporation (Cyberlux). Upon information and belief, "Cyberlux has asserted entitlement to payment" from HII pursuant to Subcontract No. P000043846, dated August 29, 2023, HII's Prime Task Order 47QFCA22F0039, and Technical Direction Letter 1-023, as set forth in the *Modification No. 4 to Subcontract No. P000043846 to Effectuate a Termination Settlement*, effective as of February 26, 2025, by and between HII and Cyberlux. Atlantic Wave hereby asserts it is an interested stakeholder in any payment due and owed to Cyberlux by HII because Cyberlux has not satisfied debts due and owed to Atlantic Wave, in whole or in part, under a valid and enforceable judgment, writ of garnishment, or lien:

1. On June 28, 2023, a Virginia state court signed the *Amended Final Order and Judgment* against Cyberlux (and Mark D. Schmidt) in Case No. CL22-3882, in the Circuit Court of the City of Richmond, Virginia. The *Amended Final Order and Judgment* has since been domesticated in California state court in January of 2024 and in Texas state court in July of 2024. The outstanding balance due and owed under the *Amended Final Order and Judgment* is, at minimum, \$912,000, after accounting for any prior payments, credits, or offsets.
2. The *Amended Final Order and Judgment*, as agreed to by Cyberlux, also provides that "the parties have agreed to a security interest and lien interest in all property of Defendants [Cyberlux and Mark D. Schmidt] in favor of

Plaintiffs [Atlantic Wave and Secure Community, LLC] until all sums are paid, and such security interest may be further memorialized through the filing of appropriate UCC-1 forms and the filing of appropriate Liens.”

3. On July 6, 2023, Atlantic Wave filed a *UCC Financing Statement (Form UCC1)* with the Virginia State Corporation Commission, Office of the Clerk, to perfect Atlantic Wave’s security interest in certain collateral of Cyberlux, including but not limited to “money ... [and] accounts receivable and other rights to payment and performance.”
4. On October 24, 2024, HII filed an *Answer* to writ of garnishment issued at the request of Atlantic Wave in Case No. CL22-3882-15, in the Circuit Court of the City of Richmond, Virginia, stating it “is withholding any payment which is or may become due and owing to Cyberlux ... pending further order and/or direction of the Court.”
5. On June 15, 2023, Atlantic Wave and Cyberlux entered into a *Settlement Agreement* in Case No. CL22-3882, in the Circuit Court of the City of Richmond, Virginia, wherein Cyberlux agreed to be “responsible for the payment of [Atlantic Wave’s] attorneys’ fees and costs in any action caused by the breach of this [Settlement] Agreement.” As of April 24, 2025, the attorneys’ fees and costs incurred by Atlantic Wave caused by Cyberlux’s breach of the *Settlement Agreement* is well in excess of \$592,000, and attorneys’ fees and costs continue to accrue as a result of Cyberlux’s wrongful conduct.
6. Pursuant to the *Settlement Agreement*, Cyberlux was contractually obligated, among other obligations, to bring its stock to Pink Current status and to remedy the caveat emptor classification on such stock by December 31, 2023, or be subject to additional liability and damages to Atlantic Wave. Cyberlux did not comply with its contractual obligation, which is now the subject of Case No. CL24-3910, in the Circuit Court of the City of Richmond, Virginia. The damages caused by Cyberlux’s wrongful conduct is in excess of \$6,017,250 (calculated based on a 20-day rolling average share price of \$.0308577 for 195,000,000 shares).

Based on the foregoing judgment, security interest, and claims, among others, Atlantic Wave contends it is currently owed in excess of \$7,774,000, and further contends

that it is entitled to satisfy the amount owed by and through funds held by HII on behalf of or for the benefit of Cyberlux.

There are reasonable grounds to anticipate other rival claims to the same funds held by HII on behalf of or for the benefit of Cyberlux. Upon information and belief, Cyberlux is the subject of several other claims for monies due and owed by Cyberlux:

1. In Case No. 1:25-cv-00805-GPG-MDB, *Thin Air Gear, LLC, v. Cyberlux Corporation* (D.Colo.), filed on March 12, 2025, Thin Air Gear, LLC, alleges that Cyberlux is indebted to Thin Air Gear in the amount of \$365,049.42 as of November 18, 2024, including a 1.5% late fee per month on past due amounts.
2. In Cause No. 2024-48085, *Atlantic Wave Holdings, LLC, et al. v. Cyberlux Corporation, et al.*, 129th Judicial District Court, Harris County, Texas, Legalist SPV III, LP filed a *Petition in Intervention* on February 7, 2025, alleging that Cyberlux is “indebted to Legalist in the amount of \$7,313,627.17 with fees accruing at a daily rate of \$4,364.46 by virtue of their failure to satisfy their obligations under the Loan Agreement.”
3. In Case No. 24CV034906-910, *Aerotek, Inc. v. Cyberlux Corporation et al.*, In the General Court of Justice, Superior Court Division, State of North Carolina, filed on October 29, 2024, Aerotek alleges that Cyberlux is indebted to Aerotek for payroll expenses in the amount of \$204,705.45, plus interest and attorney fees.
4. In Case No. 3:24-cv-01434-AJB-DTF, *RB Capital Partners v. Cyberlux Corporation et al.* (S.D.Cal.), filed on August 12, 2024, RB Capital Partners alleges that Cyberlux is indebted to RB Capital in the amount of \$5,686,960, plus interest and attorney fees.

On the face of those pleadings, Cyberlux is allegedly indebted to other creditors in an amount in excess of \$13,500,000, not including the amount due and owed to Atlantic Wave. In addition, there is reason to believe that other creditors or stakeholders may exist that have a claim to funds held on behalf of or for the benefit of Cyberlux.

Regardless of whether Cyberlux avers that it is not liable in whole or in part to any or all of the creditors or stakeholders, such averment is not ground for objection to HII taking appropriate actions to protect funds held by HII on behalf of or for the benefit of Cyberlux. We kindly request HII take all appropriate actions to protect such funds from

CLARK J. BELOTE  
KAUFMAN & CANOLES, P.C.  
APRIL 24, 2025  
PAGE 4 OF 4

disbursement to (or dissipation by) Cyberlux, until any and all conflicting claims to the affected funds may be resolved amongst the necessary parties or by a court of competent jurisdiction.

We are glad to further discuss the foregoing matters with you and consider any resolution beneficial and fair to all affected parties. Please let us know your availability. Time is of the essence, and we appreciate in advance your prompt attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "David A. Walton". The signature is fluid and cursive, with a long horizontal stroke at the end.

David A. Walton