

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

---

**HII MISSION TECHNOLOGIES  
CORP.,**

**Plaintiff**

**Case No. 3:25-cv-00483-JAG**

v.

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

**Defendants.**

---

**MEMORANDUM OF LAW IN SUPPORT OF MR. BILAL  
MAADARANI'S MOTION FOR SUMMARY JUDGMENT**

COMES NOW, Mr. Bilal Maadarani, through his undersigned attorneys, and in support of his Motion for Summary Judgment states as follows:

**Procedural Background**

On April 9, 2026, Mr. Maadarani, through his attorneys, filed a motion to intervene along with a proposed complaint. While that motion is pending, Mr. Maadarani understands the court has set an April 15, 2026 deadline to file motions for summary judgment. In order to comply with that scheduling order, Mr. Maadarani now files this motion for summary judgment as to count one (Judgment in Interpleader Pursuant to 28 U.S.C. § 1335 and 28 U.S.C. § 2361) and count two (Breach of Contract) of his proposed complaint in intervention (exhibit 1).

**Statement of Material Facts as to Which There is No Genuine Dispute**

I. Mr. Maadarani was an Employee of Cyberlux

Mr. Maadarani was an employee of Cyberlux. Mr. Maadarani held an employee contract with Datron World Communications (“Datron”). Datron is a wholly owned subsidiary of Cyberlux and Cyberlux does business as Datron (exhibit 3). Mr. Maadarani had an @cyberlux.com email address (exhibit 4) and was listed as Chief Revenue Officer for both entities. The CEO of Cyberlux, Mr. Mark Schmidt (“Mr. Schmidt”) signed a management certification on May 15, 2025, listing Mr. Maadarani as Cyberlux’s Chief Revenue Officer (exhibit 2). Mr. Maadarani’s declaration further explains his role at Cyberlux (exhibit 3). There is no genuine dispute that Mr. Maadarani was employed by Cyberlux d/b/a Datron pursuant to an employment contract.

II. Cyberlux owes Mr. Maadarani \$1,062,576.98 in Employee Wages

Mr. Maadarani was hired specifically to win the contract with HII that is the basis of this interpleader (exhibit 3). Mr. Maadarani’s efforts were paramount in not only securing the subcontract with HII but also fulfilling it by securing the deal with the Ukrainian government. For his efforts, he is entitled to compensation in the amount of \$1,062,576.98. Both Mr. Maadarani’s sworn affidavit and emails from Mr. Schmidt demonstrate that Cyberlux acknowledged its debt to Mr. Maadarani. Mr. Maadarani pursued a breach of contract against

Datron in state court in California and has obtained a clerk's default against Datron for its failure to respond to the complaint for employee wages under his employment contract.

III. Mr. Maadarani is Entitled to Recovery from the Interpleaded Funds

In acknowledgment of its debt to Mr. Maadarani, primarily for his services on the HII contract, Cyberlux explicitly promised to pay Mr. Maadarani out of the monies it would receive on that contract. Furthermore, Mr. Maadarani relied on those promises to his detriment (exhibit 3). Those specific monies from HII are the subject of this interpleader.

**Legal Argument**

I. Summary Judgment

The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Federal Rule of Civil Procedure 56(a).

Summary judgment is proper "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). The moving party bears the initial burden of stating the basis for its motion and identifying those portions of the record demonstrating the absence of genuine issues of material fact. Celotex, 477 U.S. at 323; Hickson Corp. v. N.

Crossarm Co., 357 F.3d 1256, 1259-60 (11th Cir. 2004). That burden can be discharged if the moving party can show the court that there is an absence of evidence to support the nonmoving party's case. Celotex, 477 U.S. at 325.

When the moving party has discharged its burden, the nonmoving party must then designate specific facts showing that there is “an absence of evidence to support the nonmoving party's case.” Id.

Disputes about a material fact are genuine only if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49 (1986). A fact is “material” if it may affect the outcome of the suit under governing law. Id. In determining whether a genuine issue of material fact exists, the court must consider all the evidence in the light most favorable to the nonmoving party. But, a party cannot defeat summary judgment by relying on conclusory allegations. See, Hill v. Oil Dri Corp. of Ga., 198 F. App'x 852, 858 (11th Cir. 2006). Summary judgment should be granted only if “the record taken as a whole could not lead a rational trier of fact to find for the non-moving party” Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986). “The court need consider only the cited material, but it may consider other materials in the record.” Federal Rule Civ P. 56(c)(3)

Mr. Maadarani is entitled to summary judgment on the breach of contract claim because there is no genuine issue of fact that Cyberlux owes Mr. Maadarani \$1,062,576.98 in employee wages and that those monies are to be paid out of the interpleaded funds. Mr. Maadarani's declaration lists the specific amount that he is entitled to and Cyberlux has not provided any evidence to the contrary. Furthermore, no other party or intervenor has submitted evidence to the contrary. Also, Mr. Maadarani has already been awarded a clerk's default (exhibit 5) for the

employee wage debt because of Datron's failure to respond to that complaint. Notably, pursuant to California law its "failure to answer has the same effect as an express admission of the matters well pleaded in the complaint." Kim v. Westmoore Partners Inc., 201 Cal. App 4th 267 (2011). In other words, Cyberlux d/b/a Datron has admitted the allegations in Mr. Maadarani's California complaint (exhibit 6). Mr. Maadarani is therefore entitled to summary judgment on count two (breach of contract). This court has authority to order judgment from the interpleaded funds by function of 28 U.S.C. § 1335 and 28 U.S.C. § 2361, as included in count one.

## II. Priority

Mr. Maadarani should have priority over the other parties and interveners since "wages due workers underpaid on the contract have priority over any assignee of the contractor, including assignments made under the Assignment of Claims Act, 31 U.S.C. 203, 41 U.S.C. 15, to funds withheld under the contract, since an assignee can acquire no greater rights to withheld funds that the assignor has in the absence of an assignment." Computer Data Systems, Inc. v. Automated Business Systems & Services, Inc., 1992 U.S. Dist. LEXIS 8047 (DCDC 1992) citing 29 CFR 4.187 (b)(4); see also, 29 CFR 4.187 (b) "Priority to withheld funds. The Comptroller General has afforded employee wage claims priority over an Internal Revenue Service levy for unpaid taxes."

**Conclusion**

For these reasons, Mr. Maadarani moves this court for summary judgment as to count one and two of his complaint and to award him \$1,062,576.98 plus costs, reasonable attorneys' fees and pre and post judgment interest, and to assign priority in accordance with employee wage claims.

If the court determines not to grant summary judgment, movant humbly asks that this amount be kept in the court registry pending a trial.


Dated: April 15, 2026  
Pinellas County, FL

Respectfully Submitted,



---

Mohamad A. Akbik, Esq.  
(pending *Pro Hac Vice* admission)  
FL Bar: 116366  
611 S. Fort Harrison Ave., Suite 183  
Clearwater, FL 33756  
Telephone: 727-223-3005  
Facsimile: 727-223-3578  
Email: akbiklaw@outlook.com



---

Keith A. Jaworski, Esq. (VSB #101178)  
WOODS ROGERS  
VANDEVENTER BLACK PLC  
120 Garrett Street, Suite 304  
Charlottesville, VA 22902  
Telephone: 434-220-6825  
Facsimile: 434-220-5687  
Keith.Jaworski@woodsrogers.com

**CERTIFICATE OF SERVICE**

I hereby certify that on this 15<sup>th</sup> day of April, 2026, a true and correct copy of the foregoing was served via CM/ECF, upon all counsel of record.



---

Keith A. Jaworski, Esq. (VSB #101178)  
WOODS ROGERS  
VANDEVENTER BLACK PLC  
120 Garrett Street, Suite 304  
Charlottesville, VA 22902  
Telephone: 434-220-6825  
Facsimile: 434-220-5687  
Keith.Jaworski@woodsrogers.com