

# **EXHIBIT 8**

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

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff,

v.

Case Number: 3:25cv483

ATLANTIC WAVE HOLDINGS, LLC, et al.,

Interpleader Defendants/Claimants.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NUMBER 6**

Comes now your Interpleader Defendants, Atlantic Wave Holdings, LLC and Secure Community, LLC, (jointly as “AWH”) and in Response to Interpleader Defendant Cyberlux Corporation’s (“CYBL”) Interrogatory number 6 under the Joint Discovery Plan, hereby answers as follows:

Interrogatory:

6(a). Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of (a) the amount of the proceeds that you claim;

1. AWH is a Virginia limited liability company AWH is the sole owner of your Co Interpleader Defendant, Secure Community, LLC (“SC”). Accordingly, while each a party, AWH and SC have the same claims and are not independent of one another seeking a double recovery.

2. AWH and SC initiated a claim against CYBL and Mark Schmidt, individually, in the Richmond Circuit Court as CL22-3882 based CYBL’s breach of an acquisition agreement, requiring CYBL to 1) pay AWH certain monetary sums and 2) to provide “Marketable Trading” CYBL stock.

3. Following extended litigation, the parties entered into a settlement agreement (“the Settlement Agreement”) dated June 15, 2023, in which CYBL and Schmidt agreed *inter alia* to make a series of payments to AWH and SC and, notably, to bring the CYBL stock marketable by a certain date. The Settlement Agreement is produced as Exhibit A.

4. The Settlement Agreement contemplated payment under the terms and profitability of stock based on the anticipated sale of drones. Specifically, the HII contract. See “Whereas” Exhibit A, page 2. The Settlement Agreement also provided for the accelerated payment of the agreed upon the sums immediately upon the payment for the drones, from HII, which have now become the Disputed Funds. See Exhibit A, para 4(b).

5. The Settlement Agreement, at paragraph 7, granted AWH and SC a security interest in all of CYBL’s assets, including, but not limited to, the accounts receivable for the drones.

6. UCC liens were filed by AWH and SC as follows:

North Carolina -July 6, 2023	B-1
California October 20, 2023	B-2
Virginia July 6, 2023	B-3
Texas July 6, 2023	B-4

**SUPPLEMENT**

Nevada March 20,2026	B-5
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7. An Amended Final Order and Judgment was entered in Richmond Circuit CL22-2882 on June 28, 2023 which is produced as Exhibit C. The order granted the monetary judgment of \$1,572,500 and other relief as set forth in the order.

8. The Amended Final Order and Judgment further ratified the parties’ agreement that AWH and SC could file UCC liens to protect all sums owed.

9. CYBL breached the payment terms of the Settlement Agreement prompting a Garnishment (the Garnishment) filed by AWH and SC in the Circuit Court of Fairfax County

against CYBL as the judgment debtor and HII Mission Technologies Corp as Garnishee, as CL 2025-3413.

10. The Garnishment in Fairfax is referred to by HII as, in part, a basis for this Interpleader. See First Amended Complaint, paragraphs 50-55.

11. AWH and SC also domesticated the Virginia judgment (CL22-3882) in Harris County Texas where Cyberlux had a drone assembly facility.

12. Upon the domestication of the Virginia Judgment in Texas, Robert Berleth, Esquire was appointed as a Receiver for Cyberlux by Order entered in Harris County TX in Cause No. 202448085. The Order of Receivership is attached as Exhibit 11 to the First Amended Complaint.

13. The Order of Appointment granted broad powers to Berleth including the grant of power over all causes of action. See First Amended Complaint, Exhibit 11, Order, Paragraph 25(l).

14. Meanwhile, CYBL also failed to provide “Marketable Trading” stock as required, and as required by paragraph 2(e) of the Settlement Agreement (the “Stock Claim”).

15. CYBL stock, if it had been properly administered as required by the Settlement Agreement, would have had significant value on or before October 2021, and was additional consideration for the Settlement Agreement.

16. Paragraph 2(e) of the Settlement Agreement reserved the right in AWH and SC to re-file a Complaint to enforce its rights under the Stock Claim upon breach.

17. Based on the breach, AWH and SC filed a Complaint to enforce its rights under the Stock Claim in Richmond Circuit Court which is pending and is filed as CL 24-3910.

18. Berleth, as part of his duties as Receiver, evaluated the Stock Claim advanced by AWH and SC and compromised the figure with AWH and SC to a reduced liquidated figure of \$6,000,000.00, plus attorney fees and cost.

19. Berleth and AWH entered a Settlement Agreement (the “Receiver Agreement”) to be produced as Exhibit D.

20. The Receiver Agreement provided for entry of a Consent Judgment in CL 24-3910 which was entered by the Richmond Circuit Court on December 18, 2025, providing for judgment in the principal amount of \$6,000,000, attorney’s fees of \$25,250.50 costs, and 6% interest from the date of judgment (the “Consent Order”). To be produced as Exhibit E.

21. The Consent Order ratified the Settlement Agreement as valid, and further ruled that the Order of Receivership had been properly recorded in the City of Richmond, without objection.

22. In Fairfax, HII, as garnishee had implead the sum of \$1,444,543.11 based upon AWH’s garnishment referred to herein at paragraph 9.

23. The Fairfax Court ordered the payment of \$952,601.71 to AWH as principal and attorney’s fees for the Virginia judgment but ruled that it had no jurisdiction to determine fees for collection activity outside of Virginia as provided by the Settlement Agreement.

24. Accordingly, the claim advanced by AWH and SC against the Disputed Funds are as follows:

Remaining collection fees in enforcing the Settlement Agreement in Texas, California and at paragraph 19 of \$938,884.88 Summary and Declarations produced as F.

Reasonable Attorney’s fees necessitated by this Interpleader pursuant to the Settlement Agreement at paragraph 19.

The Consent Judgment principal amount \$6,000,000

\$25,250.50 attorney fees

\$352.92 costs

Per diem interest in the amount of 986.30/day beginning February 5, 2026.

**SUPPLEMENT**

The remaining collection fees in enforcing the Settlement Agreement in Texas have been satisfied and the Texas case has been non-suited. Accordingly, the revised claim is:

Reasonable Attorney's fees necessitated by this Interpleader pursuant to the Settlement Agreement at paragraph 19.

The Consent Judgment principal amount \$6,000,000

\$25,250.50 attorney fees

\$352.92 costs

Per diem interest in the amount of 986.30/day beginning February 5, 2026

**(b) the legal basis for your right to the proceeds”**

The legal basis for the claim is set forth in (a).

**(c) how the amount you claim became a liquidated amount, or, if not liquidated,**

**state so:**

**SUPPLEMENT**

The legal basis for the claim is set forth in (a), as supplemented.

**(d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien or assignment;**

**SUPPLEMENT**

The secured interest of AWH and SC are identified in Exhibits B-1,2,3,4, **and B-5**. The filing dates are on the liens. The priority is claimed as of July 6, 2023. The secured claim for the breach of the Settlement Agreement with respect to the Stock Claim was liquidated on December 18, 2023, as reaffirmed by order entered February 2, 2026 (Produced as Exhibit G).

**(e) whether you claim a right to interest and, of so, the amount and basis for continuing accrual thereof, if any:**

The right to collect interest under the Consent Judgment is set forth in the Order Dated December 18, 2025, as re-affirmed by Order dated February 2, 2026. Interest on the Consent Judgment per diem is \$986.30.

**(f) whether you claim a right to attorneys' fees and, if so the basis therefore and the amount you will claim;**

The Settlement Agreement at paragraph 19 provided for the provision of the payment of attorney's fees in any action deriving from a breach of the Settlement Agreement. That would include currently accrued non-Virginia remaining attorney's fees of \$938,884, and reasonable attorney's fees as required by this Interpleader.

**(g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.**

The original advance was the transfer of Intellectual Property to Cyberlux by written agreement in 2021. The consideration creating the secured interest in the Interpleader is based on the Settlement Agreement in which Cyberlux agreed to a secured interest in all of its assets to secure the performance of the Settlement Agreement.

**6(b) Document Requests**

- i. **Documents supporting or otherwise concerning your answer to the above interrogatory.** See Attached.
- ii. **All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.**  
See Attached.

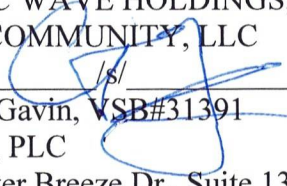
**SUPPLEMENTAL RESPONSE:**

- i. See attached UCC lien filed March 20, 2026 in Nevada
- ii. See attached UCC lien filed March 20, 2026 in Nevada.

Respectfully Submitted

ATLANTIC WAVE HOLDINGS, LLC AND  
SECURE COMMUNITY, LLC

BY: \_\_\_\_\_

  
/s/  
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**CERTIFICATE**

I hereby certify that I have electronically filed and sent a copy of the foregoing to counsel of record electronically through ECF this 24<sup>th</sup> day of March, 2026.

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