

EXHIBIT 25

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION
Case No. 3:25-cv-00483-JAG

HII MISSION TECHNOLOGIES CORP.,

Plaintiff,

v.

CYBERLUX CORPORATION, et al.,

Defendants.

**ADVANCED NAVIGATION &
POSITIONING CORPORATION'S
RESPONSE TO INTERROGATORIES**

**INTERPLEADER DEFENDANT ADVANCED NAVIGATION & POSITIONING
CORPORATION'S RESPONSE TO INTERROGATORIES**

Pursuant Rules 26, 33 and 34 of the Federal Rules of Civil Procedure, and the Joint Discovery Plan entered in this case by order dated February 19, 2026 (Doc. 149) (the "Order"), Interpleader Defendant Advanced Navigation & Positioning Corporation ("ANPC"), by and through undersigned counsel, submits the following response to the interrogatory set out in Section 6(a) of the Order:

Preliminary Statement

To the best of ANPC's knowledge, information and belief, formed after reasonable inquiry, this response is complete and correct as of the date of this document. ANPC reserves the right to amend or supplement this response. ANPC also reserves the right to reference, discover or offer into evidence at the time of trial any and all facts, documents and things notwithstanding the initial response.

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; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount**

or, if not liquidated, state so; (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; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim; and (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.

RESPONSES:

a. The amount of the proceeds that you claim.

ANPC claims \$3,087,878.86 of the proceeds (the "Claimed Amount").

b. The legal basis for your right to the proceeds

ANPC has a lien on the proceeds pursuant to a *Writ of Fieri Facias* filed on September 24, 2025 in Richmond County, which *Writ of Fieri Facias* was used to initiate a *Garnishment Summons* on October 8, 2025, and served on HII Mission Technologies Corp. ("HII") and Cyberlux Corporation ("Cyberlux"). ANPC filed the *Writ of Fieri Facias* and moved to garnish monies owed by Cyberlux to ANPC from garnishee HII in the amount of \$2,926,814.39 (the "Garnishment Action").

ANPC filed the *Writ of Fieri Facias* and *Garnishment Summons* because it holds a judgment against Cyberlux that has not been paid (the "Judgment"). ANPC filed a complaint against Cyberlux in North Carolina as a result of Cyberlux's breach of a purchase agreement entered into between Cyberlux and ANPC ("Purchase Agreement"). In the Purchase Agreement, ANPC agreed to provide services to Cyberlux that Cyberlux would use to produce products that Cyberlux then sold to its customer. ANPC performed under the Purchase Agreement, but Cyberlux failed to pay in full in accordance with the Purchase Agreement. ANPC received the

Judgment against Cyberlux, which Judgment was domesticated in Virginia and served as the basis for the Garnishment Summons issued to HII and Cyberlux.

ANPC also claims an equitable lien on the proceeds, which claim is set out in ANPC's Supplemental Answer to HII's Amended Complaint. Specifically, Cyberlux assigned certain funds (the "Assigned Funds") to ANPC under the Purchase Agreement, which funds were to compensate ANPC for services and assets that ANPC provided to produce the products that Cyberlux then sold to its customer. Cyberlux did not provide the Assigned Funds to ANPC upon such Assigned Funds becoming due and owing and instead retained the Assigned Funds to serve other parties and produce other products.

c. How the amount you claim became a liquidated amount or, if not liquidated, state so.

ANPC's Claimed Amount became liquidated once the Durham County Superior Court entered the Judgment in favor of ANPC against Cyberlux in *Advanced Navigation & Positioning Corporation vs. Cyberlux Corporation*, 25-CVS-005686-310 on July 21, 2025, in the amount of \$2,926,814.39, which has continued to accrue interest.

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.

ANPC's security interest arose when ANPC filed the *Writ of Fieri Facias* on September 24, 2025.

ANPC additionally claims an equitable lien that arose, at the earliest, on December 30, 2024, when Cyberlux breached the Purchase Agreement by failing to pay ANPC the Assigned Funds pursuant to the final invoice dated as of December 20, 2024, payment for which was due under the Purchase Agreement by December 30, 2024. Because the equitable lien arose when

Cyberlux failed to provide the Assigned Funds to ANPC in accordance with the Purchase Agreement, the equitable lien therefore arose on December 30, 2024.

- e. **Whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any.**

ANPC claims \$257,828.86 of interest, which began accruing on July 21, 2025 at the legal rate of 8% on the principal amount until satisfied pursuant to N.C. Gen. Stat. §§ 24-1, 24-5.

- f. **Whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim.**

ANPC is not claiming attorneys' fees as part of its Claimed Amount.

- 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 amounts subject to ANPC's equitable lien were effectively advanced at the latest on December 30, 2024, when Cyberlux failed to pay ANPC pursuant to a final invoice.

This 9th day of March, 2026.

/s/ Joel D. Schwartz

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served by e-mail notification to counsel of record.

This the 9th day of March, 2026.

/s/ Joel D. Schwartz

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