

EXHIBIT 27

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

HII MISSION TECHNOLOGIES)	
CORP.,)	
)	
Plaintiff,)	Case No. 3:25-cv-483
)	
v.)	
)	
CYBERLUX CORP., et al.,)	
)	
Defendants.)	
)	

**THIN AIR GEAR, LLC’S OBJECTIONS AND RESPONSES TO INTERROGATORY
AND DOCUMENT REQUESTS**

In accordance with Federal Rules of Civil Procedure 33 and 34 and the Court’s February 19, 2026 Order entering the Joint Discovery Plan (ECF 149), Intervenor/Claimant Thin Air Gear, LLC (“TAG”), by and through its undersigned counsel of record, respectfully submits these Objections and Responses to the 1 Interrogatory and 2 Document Requests (the “Request” or “Requests”) set forth in the Joint Discovery Plan as follows:

INTERROGATORY 1: 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 attorney’s 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.

OBJECTION AND RESPONSE TO INTERROGATORY 1: TAG objects to this Interrogatory on the ground that it calls for the production of information and documents protected by the attorney-client privilege and attorney work-product doctrine. Subject to, and without waiving, the forgoing Objection, TAG states that the nature of TAG's claim to any of the proceeds that are the subject of this interpleader action is set forth in detail in its Complaint in Intervention (ECF 115-1), which is incorporated herein by reference. In summary, on September 5, 2023, Cyberlux Corporation d/b/a Catalyst Machineworks, LLC, a wholly owned subsidiary of Cyberlux Corporation (collectively, "Cyberlux") entered into a contract (the "Contract") with TAG to produce 2,100 wheeled drone kit bags (the "drone kit bags"). These drone kit bags were manufactured and sold to Cyberlux pursuant to the Subcontract (the "Subcontract") between Cyberlux and Plaintiff HII Mission Technologies Corp. ("HII") that is the subject of HII's First Amended Complaint for Interpleader (the "Amended Complaint"). See ECF 41 at ¶¶ 17-30. The total agreed contract price for the Contract was \$887,900.00. Cyberlux paid a deposit of \$150,000 on September 14, 2023. TAG produced and assembled all 2,100 drone kit bags pursuant to the Contract. TAG then delivered 1,722 of the drone kit bags to Cyberlux's warehouse in Spring, Texas. The remaining 378 drone kit bags are stored at TAG pending final payment on the Contract. As of November 18, 2024, the balance due, including a 1.5% late fee per month on past due amounts, was \$365,049.42. TAG sent multiple demands to Cyberlux for payment of the remaining balance, but received no response to any of these demands.

Because Cyberlux was in material breach of the Contract, on March 12, 2025, TAG filed

a diversity action against Cyberlux in the U.S. District Court for the District of Colorado, Case No. 1:25-cv-00805 (the “Colorado Action”), alleging breach of contract, unjust enrichment, and civil theft under Colorado law, which provides for treble damages, attorneys’ fees, and costs if TAG prevailed in the Colorado Action.

Although Cyberlux was properly served with the complaint in the Colorado Action, Cyberlux refused or failed to file an answer or otherwise respond to the complaint. Accordingly, TAG moved for entry of default judgment against Cyberlux. On August 29, 2025, that motion was granted and Final Judgment was entered against Cyberlux in the total amount of \$1,224,275.14 (the “Final Judgment”), which consisted of treble damages in the amount of \$1,220,838.54, attorneys’ fees in the amount of \$2,765.00, and costs in the amount of \$671.60. The Final Judgment was Certified on December 19, 2025 (the “Certified Final Judgment”).

With respect to the specific subparts of this Interrogatory, TAG states that:

With respect to 1(a), through March 29, 2026, TAG seeks \$1,385,489.46 plus all attorneys’ fees and costs incurred in this action and any post-judgment compound interest at 8% that is incurred after March 29, 2026, from the interpleaded funds. This sum is calculated as follows: (1) \$1,224,275.14 for the Final Judgment/Certified Final Judgment; (2) \$97,941.93 in pre-judgment simple interest at 8% from the date of breach of the Contract until the Final Judgment was entered on August 29, 2025; \$63,272.39 in post-judgment compound interest at 8% from August 29, 2025 through March 29, 2026.

With respect to 1(b), TAG’s legal basis for its right to the proceeds is based upon the Final Judgment and Certified Final Judgment entered by the United States District Court in the Colorado Action.

With respect to 1(c), the amount TAG claims became a liquidated amount when the

United States District Court in the Colorado Action first entered Final Judgment on August 29, 2025, and then again when it Certified the Final Judgment on December 19, 2025.

With respect to 1(d), based upon the Final Judgment and the Certified Final Judgment, through March 29, 2026, TAG claims a security interest in and lien on \$1,385,489.46 plus all attorneys' fees and costs incurred in this action and any post-judgment compound interest at 8% that is incurred after March 29, 2026, from the interpleaded funds. The claimed priority date for the Final Judgment is August 29, 2025, when the Final Judgment was first entered in the Colorado Action. At worst, the claimed priority date is December 19, 2025, when the Certified Final Judgment was Certified in the Colorado Action.

With respect to 1(e), TAG claims a right to interest and the amount of claimed interest is set forth above. The basis for continuing accrual is that, under the governing Colorado law, TAG is entitled to pre-judgment simple interest at 8% from the date of the breach of the Contract until the date that the Final Judgment was entered on August 29, 2025. Under the governing Colorado law, TAG also is entitled to post-judgment compound interest at 8% until the Final Judgment/Certified Final Judgment is satisfied. TAG reserves the right to supplement this response as the case proceeds and additional post-judgment interest is incurred.

With respect to 1(f), in accordance with C.R.S. § 18-4-405, TAG has a right to all attorneys' fees and costs incurred in this action. To date, the attorneys' fees and costs that TAG has incurred are estimated to exceed \$50,000 and continue to mount. If needed, TAG will submit Declaration(s) and supporting evidence to prove-up its attorneys' fees and costs at the appropriate time and in accordance with the governing Rules and/or Court Orders. TAG reserves the right to supplement this response as the case proceeds and additional attorneys' fees and costs are incurred.

With respect to 1(g), *see* response to 1(d), *supra*.

TAG reserves the right to amend and/or supplement this Response based upon the discovery of additional responsive information and/or documents.

DOCUMENT REQUEST 1: Documents supporting or otherwise concerning your answer to the above interrogatory.

OBJECTION AND RESPONSE TO DOCUMENT REQUEST 1: TAG objects to this Request on the ground that it calls for the production of information and documents protected by the attorney-client privilege and attorney work-product doctrine. Subject to, and without waiving, the forgoing Objection, TAG will produce responsive documents within its possession, custody, and/or control.

DOCUMENT REQUEST 2: 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.

OBJECTION AND RESPONSE TO DOCUMENT REQUEST 2: TAG objects to this Request on the ground that it calls for the production of information and documents protected by the attorney-client privilege and attorney work-product doctrine. Subject to, and without waiving, the forgoing Objection, TAG will produce responsive documents within its possession, custody, and/or control.

TAG reserves the right to amend and/or supplement these Responses based upon the discovery of additional responsive information and/or documents.

Dated: March 9, 2026

Respectfully submitted,

/s/ Stephen L. Neal, Jr., Esq.
Stephen J. Stine, Esq. (VSB# 66738)
Stephen L. Neal, Jr., Esq. (VSB# 87064)

THE STINE LAW FIRM, PLLC
3900 Jermantown Rd., Suite 300
Fairfax, VA 22030-4900
Office Phone: 703.934-4647, Ext. 326
Cell Phone: (703) 501-5366
Fax: (703) 991-6559
Email: stine@stinelaw.com
sneal@stinelaw.com

Counsel for Thin Air Gear, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of March, 2026, a true and correct copy of the foregoing was served via email upon all counsel of record.

/s/ Stephen L. Neal, Jr., Esq.
Stephen J. Stine, Esq. (VSB# 66738)
Stephen L. Neal, Jr., Esq. (VSB# 87064)
THE STINE LAW FIRM, PLLC
3900 Jermantown Rd., Suite 300
Fairfax, VA 22030-4900
Office Phone: 703-934-4647, Ext. 326
Cell Phone: (703) 501-5366
Fax: (703) 991-6559
Email: stine@stinelaw.com
sneal@stinelaw.com

Counsel for Thin Air Gear, LLC