

EXHIBIT 33

**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.)	
)	

**THE ARG GROUP, LLC’S SUPPLEMENTAL 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 The ARG Group, LLC (“ARG”), by and through its undersigned counsel of record, respectfully submits these Supplemental Objections and Responses to the 1 Interrogatory and 2 Document Requests (the “Request” or “Requests”) set forth in the Joint Discovery Plan and states 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.

OBJECTIONS AND RESPONSE TO INTERROGATORY 1: ARG 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. ARG objects to this Interrogatory on the ground that certain of the Signal app. communications and certain other responsive documents and information may contain Department of Defense sensitive information and/or technical information that is subject to U.S. Export Control Laws, including the International Traffic in Arms Regulations and/or the Department of Commerce Export Administration Regulations. If so, transfer to a foreign national or representative of a foreign government or interest, even in the United States, without prior Government authorization is prohibited and violation of such Export Control Laws is subject to significant penalties. Accordingly, certain communications and responsive documents cannot be produced without the Court's guidance. Subject to, and without waiving, the forgoing Objections, ARG states that the nature of ARG'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 155), which is incorporated herein by reference. In summary:

ARG's Contract With Cyberlux

ARG is a Service-Disabled Veteran-Owned Small Business and is a leading provider of sales and tactical distribution services of advanced technology equipment to the Department of Defense, Federal Law Enforcement Agencies, and US Allies. ARG has a global reach across North and South America and Europe and is focused on delivering advanced technology solutions to the warfighter, including drone capabilities and advanced technology products for

special operators. ARG serves the Special Operations Command, the U.S. Air Force, the National Guard Bureau, Homeland Security/Customs and Border Protection, and Federal Law Enforcement.

Defendant Cyberlux develops, manufactures, and sells Advanced Lighting Solutions (“ALS”) for portable and fixed use, certain solar power solutions, and Unmanned Aircraft Systems (“UAS”) products including UAS hardware and software solutions. Cyberlux’s products include, but are not limited to, the BrightEye and Watchdog Tactical Illumination Systems, other various LED and solar products, and the FlightEye UAS products including FlightEye drone hardware and the Flight GDN software operating platform and related product offerings (all collectively, the “Products”).

In February 2022, ARG initiated discussions with Cyberlux about ways it could support the advancement and commercialization of Cyberlux’s Products, including the sale of drones. On February 28, 2022, ARG and Cyberlux entered into a valid and binding “Cyberlux Corporation and The ARG Group, LLC Distributor Partner Agreement” (the “Contract”). Mr. Gonzalez negotiated the terms of the Contract with Mark Schmidt, Cyberlux’s Chief Executive Officer.

Pursuant to the terms of the Contract, ARG agreed to secure customer orders and facilitate the sale of Cyberlux’s Products and Cyberlux agreed to provide ARG with a 20% discount off the GSA pricing for the Products. In accordance with paragraph 4A of the Contract, ARG and Cyberlux also agreed that the proceeds from sales of the Products would be allocated with 80% payable to Cyberlux and 20% payable to ARG. ARG played an integral role in the growth and success of Cyberlux’s enterprise and functioned, in effect, as a business partner. As a result of ARG’s substantial assistance, and as confirmed by Cyberlux and ARG’s course of performance and written communications, Cyberlux agreed to share profits with ARG on sales of the Products

regardless of whether ARG or Cyberlux originated the transaction. Indeed, on multiple occasions, Cyberlux's CEO Mark Schmidt expressly acknowledged, via Signal messages and other forms of communication, that ARG was entitled to 20% of the proceeds from sales of the Products (including drones) regardless of who the prime was on the contract. Mr. Schmidt also confirmed in writing that if Cyberlux sold the Products directly without a prime, ARG and Cyberlux would split the 20%, so ARG would receive 30% of the proceeds. This agreement recognized ARG's foundational role in enabling Cyberlux's access to those business opportunities.¹

ARG's Performance Under The Contract

Following the commencement of the partnership and execution of the Contract, ARG quickly became a critical driver of Cyberlux's growth, actively contributing to business development, expanding market reach, and accelerating the deployment of key product lines. ARG's efforts were critical to Cyberlux's success by introducing Cyberlux to key business contacts and purchasers of the Products and to individuals who could further support Cyberlux's business interests, providing comprehensive operational support, establishing test sites, facilitating the integration of complex firing mechanisms, generating valuable business leads, and advising on technical specifications and cost data, each of which was essential to the effective functioning and growth of Cyberlux's operations. One of the primary Products Cyberlux and ARG planned to market and sell was the K8 Drone, which was manufactured and sold pursuant to the Subcontract between Cyberlux and HII. ECF 41, ¶¶ 17-30. To enhance the K8 Drone's appeal and functionality, ARG assembled a specialized team, including members of the U.S. Army, to

¹ On or about February 25, 2026, ARG and Cyberlux executed an "Amendment No. 1 to Distributor Partner Agreement [the Contract]" (the "Amendment").

help redesign its firing mechanism, with the goal of boosting both sales and marketability for Cyberlux. To launch the K8 Drone into the marketplace, ARG facilitated Cyberlux's participation in key trade shows, creating valuable opportunities to generate exposure and drive sales. At one particular trade show that ARG Group advised Cyberlux to attend (SOFIC in Tampa), ARG brought its key contacts, including representatives from USASOC, Global Ordnance, the Ukrainian Army, PRG, as well as Air Force and Navy EOD units. This strategic introduction enabled Cyberlux to connect with critical military and defense stakeholders and ultimately led to a meeting with Fairwinds Technologies, LLC. Through this connection, Cyberlux was introduced to Ferd Irizarry, who would join Cyberlux's Board of Advisors. The creation of the Board of Advisors was directly initiated by ARG's recommendation.

ARG also brought in Major General Cameron Holt to assist with developing a pathway to secure a Foreign Military Sales ("FMS") or Foreign Military Financing ("FMF") deal. On August 7, 2022, General Holt provided ARG with an eight-page roadmap titled "Accelerating FlightEye K8 FMS to Ukraine", which outlined the necessary steps, requirements, and government offices involved in advancing the sale of the K8 drones. By November 2022, Cyberlux added retired Army Sergeant Major Marty Moore to its Board of Advisors. Sergeant Major Moore was a contact of Jeremy Shrock, whom ARG had brought in specifically to assist with lead development and the design of the K8 Drone's firing mechanism. At that point, Cyberlux's Board of Advisors included Major General Holt, Sergeant Major Moore, and Brigadier General Irizarry, all of whom were introduced to Cyberlux through ARG.

ARG possesses hundreds of pages of Signal app communications between itself and Cyberlux, as well as separate group conversations including Larry Isely, which demonstrate ARG's involvement in guiding Cyberlux through key technical and operational matters. These

communications show that ARG played a central role in navigating the integration of the K8 drone firing mechanism, developing specification sheets, and compiling cost data necessary to advance the K8 drone project. As a result of ARG's substantial assistance, including establishing key business contacts and facilitating operations, Cyberlux agreed to share profits with ARG on sales regardless of which party originated the transaction. This recognized ARG's foundational role in enabling Cyberlux's access to those business opportunities.

As a direct result of ARG's efforts pursuant to the Contract, ARG was instrumental in securing for Cyberlux the Subcontract between Cyberlux and HII for Cyberlux to supply K8 Unmanned Aircraft Systems, resulting in Cyberlux receiving the \$38,700,600 Initial Payment on September 8, 2023 and \$25,769,369.03 Final Payment from HII. To be clear, the K8 Drone was manufactured and sold pursuant to the Subcontract that is the subject of HII's Amended Complaint. *See* ECF 41, ¶¶ 17-30. Cyberlux's CEO Mr. Schmidt has admitted to Anthony Gonzalez that Cyberlux owes ARG pursuant to the Contract, but Cyberlux has failed and/or refused to pay ARG all amounts owed. At Mr. Schmidt's direction, Cyberlux made three partial payments to ARG totaling \$375,000, admitting that amounts were owed by Cyberlux.

Cyberlux's Material Breach Of The Contract And The North Carolina Action

As set forth above, ARG fully performed its obligations under the Contract. Although Cyberlux received the \$38,700,600 Initial Payment from HII on September 8, 2023, Cyberlux did not remit the 20% of the Initial Payment to ARG. ARG also has not received any portion of the Final Payment. ARG has repeatedly demanded that Cyberlux pay all amounts owed ARG pursuant to the Contract, but in material breach of Contract Cyberlux has failed to do so.

Because Cyberlux was in material breach of the Contract and engaged in other wrongful conduct, on April 24, 2025, ARG brought a Complaint in the Superior Court for the County of

Durham, North Carolina, Case No. 25CV004246-310 (the “North Carolina Action”), alleging claims for breach of contract, unjust enrichment/quantum meruit (in the alternative to the breach of contract claim), breach of contract implied in fact, and other claims. In response to ARG’s detailed allegations and claims in its Complaint, Cyberlux filed an Answer that contained general denials and a single affirmative defense based upon the alleged failure to state a claim upon which relief may be granted. Cyberlux did not file a motion based upon its sole defense and has not served any discovery or asserted any counterclaims.

To date, HII and Cyberlux have not paid ARG the amounts owed pursuant to the Contract, the North Carolina Action, or otherwise despite repeated demands that they do so.

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

With respect to 1(a), in accordance with the Contract, ARG is entitled to 20% of the \$38,700,600 Initial Payment, which is \$7,740,120. ARG has not been paid its 20% of the Initial Payment for over 31 months (as of April 15, 2026). In accordance with N.C. Gen. Stat. §§ 24-1 and 24-5(a), prejudgment interest at 8% for 31 months on the \$7,740,120 Initial Payment is \$1,599,624.80 (\$51,600.80/month). Therefore, through April 15, 2026, ARG is owed \$9,339,744.80 from the Initial Payment. ARG also is entitled to 20% of the \$25,769,369.03 Final Payment, which is \$5,153,873.81, plus prejudgment interest. After subtracting the \$375,000 in partial payments made by Cyberlux, through April 15, 2026, in total, ARG is entitled to at least \$14,118,618.61 from the Initial Payment and Final Payment, including additional prejudgment interest on the Initial Payment as this case progresses and all prejudgment interest on the Final Payment, and applicable post-judgment interest.

With respect to 1(b), ARG’s legal basis for its right to the proceeds is based upon the Contract and for all the reasons set forth in ARG’s Motion for Summary Judgment.

With respect to 1(c), the amount ARG claims set forth above is liquidated in that it is easily determined based upon simple math – ARG gets 20% of the Initial and Final Payments and interest at a set rate.

With respect to 1(d), for all the reasons set forth in ARG’s Motion for Summary Judgment, ARG’s security interest and equitable lien/constructive trust with respect to the proceeds have a priority date of February 28, 2022, when the Contract was entered into. At worst, ARG’s priority date would be September 8, 2023, when Cyberlux materially breached the Contract.

With respect to 1(e), ARG claims a right to interest and the amount of claimed interest known to date is set forth above. The basis for continuing accrual is based upon N.C. Gen. Stat. §§ 24-1 and 24-5(a). ARG reserves the right to supplement this response as the case proceeds and additional interest is incurred.

With respect to 1(f), ARG has a right to all attorneys’ fees and costs incurred in this action pursuant to the N.C. Gen. Stat. § 75-16.1. ARG will pursue these attorneys’ fees and costs if it does not prevail on its breach of contract claim at summary judgment. To date, the attorneys’ fees and costs that ARG has incurred are estimated to exceed \$50,000 and continue to mount. If needed, ARG 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. ARG 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*.

ARG 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.

OBJECTIONS AND RESPONSE TO DOCUMENT REQUEST 1: ARG 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. ARG objects to this Request on the ground that certain of the Signal app. communications and certain other responsive documents and information may contain Department of Defense sensitive information and/or technical information that is subject to U.S. Export Control Laws, including the International Traffic in Arms Regulations and/or the Department of Commerce Export Administration Regulations. If so, transfer to a foreign national or representative of a foreign government or interest, even in the United States, without prior Government authorization is prohibited and violation of such Export Control Laws is subject to significant penalties. Accordingly, certain communications and responsive documents cannot be produced without the Court's guidance. Subject to, and without waiving, the forgoing Objections, ARG 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.

OBJECTIONS AND RESPONSE TO DOCUMENT REQUEST 2: ARG 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. ARG objects to this Request on the ground that certain of the Signal app. communications and certain other responsive documents and information may contain Department of Defense sensitive information and/or technical information that is subject to U.S. Export Control Laws, including

the International Traffic in Arms Regulations and/or the Department of Commerce Export Administration Regulations. If so, transfer to a foreign national or representative of a foreign government or interest, even in the United States, without prior Government authorization is prohibited and violation of such Export Control Laws is subject to significant penalties. Accordingly, certain communications and responsive documents cannot be produced without the Court's guidance. Subject to, and without waiving, the forgoing Objections, ARG will produce responsive documents within its possession, custody, and/or control.

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

Dated: April 14, 2026

Respectfully submitted,

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Counsel for The ARG Group, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of April, 2026, a true and correct copy of the foregoing was served via email upon all counsel of record.

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