



Congrats, You Played Yourself (Into a Federal Compliance Violation)

Description

Cyberlux has a talent for writing checks it can't legally cash. But this one might be their masterpiece.

In June 2025, a consultant called Montague Capital Partners filed a proof of claim in Texas receivership court. That part's routine. What's not routine? Montague publicly asserting they're owed 5% of a U.S. taxpayer-funded defense contract—a Foreign Military Financing (FMF) deal meant to send tactical drones to Ukraine.

Section 3.3 of the Agreement states:

In addition to the Fees, Consultant shall be entitled to receive two percent (2%), with the exception of any Ukraine-related commercial contracts for which the Consultant shall be entitled [sic] to five percent (5%), of the gross amounts payable to Cyberlux (the "Commission") under commercial contracts sourced by

According to the filing, Cyberlux agreed to pay Montague a commission for helping source and negotiate the \$78.8 million subcontract they landed through Huntington Ingalls Industries. That's not speculation. That's a direct quote. And it's backed by a signed agreement, a detailed memo, and a payment schedule that now totals \$3.5 million. This wasn't buried. It wasn't encrypted. It wasn't whispered through channels. It was written down. By lawyers. Filed in court. And it may have just detonated the entire contract.

[Read the Montague Claim to the ReceiverDownload](#)

Now, let's be clear. Contingent fees on federally funded contracts aren't outright illegal but they're about as welcome as a drone strike at a garden party. Under [FAR Subpart 3.4](#), these arrangements are banned unless the recipient is a bona fide agent charging a customary fee. Spoiler: 5% of nearly \$80 million is not customary. It's not even cheeky. It's borderline kamikaze. The Anti-Kickback Act yes, it's real, and yes, it still matters—outlaws any payment

intended to secure favorable treatment in federal contracts. Doesn't matter if the money came through a prime contractor like HII or if it was laundered through ten layers of subcontracting fluff. If it started as federal money and ended up in your pocket without going through the proper confession booth, you've got a problem.

Montague didn't tiptoe here. They cannonballed into the shallow end. Their filing proudly declares they brokered the deal and now want a slice of the taxpayer-funded pie. But that pie was cooked under ITAR—those delightful International Traffic in Arms Regulations—which means anyone involved in facilitating the sale of defense articles to foreign militaries (hello, Ukraine) needs to register with the State Department. There is no public evidence Montague did. If they didn't, that's not a minor technicality. That's a full-blown [unlicensed brokering violation](#).

And because this is FMF-funded—meaning the U.S. government is footing the bill for foreign military aid—ITAR Part 130 requires disclosure of any commissions over \$1,000. Montague's cut? Over \$3 million. If that wasn't disclosed, then this isn't a gray area—it's a compliance black hole with a gravitational pull strong enough to suck in everyone from Cyberlux to HII.

Just to add fuel to this flaming clown car, Montague isn't the only one saying they helped land the contract. Others have come forward behind the scenes, all claiming their fingerprints are on the deal. Everyone wants credit. Everyone wants a check. Which begs the question: how much of that \$78.8 million was actually for drones—and how much was for commissions, favors, or keeping mouths shut? We're starting to see a pattern here. High-level insiders are turning up in court filings like they've just remembered where the exits are. It's subtle. It's strategic. It's self-preservation dressed as civic duty. And for anyone still on the payroll hoping this'll blow over: it won't. The record's being written. Whether you contribute to it or get buried in it is your call.

The best part? Montague didn't do this out of principle. They did it because Cyberlux hasn't paid them in six months. The commission, the audit rights, the monthly reports—none of it showed up. So they went to court. They attached the signed documents. They pointed to the FMF contract. They outlined exactly how much they were owed. And in doing so, they might've torched the entire deal.

They weren't trying to blow the whistle. They were just trying to get paid. Instead, they may have blown up the contract.

Disclaimer

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Category

1. Cyberlux

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