



## Cyberlux Just Shot Itself in the Face. Twice

### Description

The courtroom is a battlefield, but every so often, a fight ends not with a long, drawn-out siege but with a single, perfect shot. A clean kill. A silver bullet. And in the case of Atlantic Wave Holdings, LLC vs. Cyberlux Corporation, that bullet is sitting in the chamber, safety off, finger on the trigger. It's called the acceleration clause, and it's time to fire once and for all. Cyberlux walked straight into it like a man who insists he can dodge a freight train. Spoiler: he can't.

Cyberlux has spent months insisting loudly, repeatedly, and without a hint of irony that it is in full compliance with its settlement agreement. But here's the problem: it absolutely, categorically is not. The contract contains a very simple, very clear acceleration clause: if Cyberlux gets paid for drone sales, it has to cough up more money, faster. And yet, in September 2023, Cyberlux received a contract for 2,000 drones, took a hefty down payment, and then kept making the same dribble of payments as if nothing had changed. That's not compliance; that's wishful thinking dressed up as a legal defense.

And this is where things take a turn from the ridiculous to the outright insulting. Because not only did Cyberlux fail to pay, they then had the gall the sheer, unfiltered audacity to file a legal document on March 4, 2025, claiming they were in *full compliance* with the agreement. Ah yes, the classic "We are in full compliance, except for that massive, undeniable part where we aren't." That's like running a red light in front of a police station, slamming into a fire hydrant, and then telling the officer, "Actually, I was driving responsibly." It's so bold, so breathtakingly stupid, that you almost have to admire the confidence. Almost.

And this is where their entire legal charade collapses in on itself. Because their entire defense every single delay tactic, every desperate attempt to keep this case stuck in federal court rests on the fiction that they are playing by the rules. But you don't get to claim compliance while actively violating the terms of the deal. The moment Cyberlux pocketed that down payment and refused to increase its payments, it defaulted, plain and simple. Their "compliance" is a legal mirage, and the moment the court looks at the actual contract, the illusion shatters. But you don't get to argue about whether a judgment should be enforced when you've already defaulted on it. The moment Cyberlux failed to pay, the settlement agreement stopped being a shield and became a guillotine. The only thing

left now is to let it drop.

For Atlantic Wave Holdings, the next move is obvious. If Cyberlux had actually complied, there would be no case. The debt would have been paid in September 2023. The fact that we are here today proves they are lying. Walk into court, hold up the acceleration clause, and ask the judge one simple question: "Did they pay?" The answer is no. That's it. That's the case. The federal court no longer has a reason to entertain Cyberlux's stalling—this is a matter of immediate enforcement, and it belongs in California state court. Once it gets there, it's open season on Cyberlux's assets. Bank accounts, property, anything not nailed down. And frankly, if they had any self-awareness, they'd be negotiating right now instead of digging their own grave in public filings.

Cyberlux could have played this smart. It could have stuck to the agreement, made the payments, and lived to see another fiscal quarter. Instead, it bet the house on a lie that was never going to hold. And now, all that's left is to watch the inevitable unfold. And it gets worse—because this isn't just happening in California. Cyberlux is playing the same game in Texas, pulling the same removal stunt with the same plaintiff. But if this OSC response fails in California, the dominoes start falling. Atlantic Wave can point to this and say, "Game over. Pay up." Federal courts don't like d@j vu, and once one judge sees through the nonsense, it won't take long for another to follow. The bullet's still in the chamber. And for the sake of investors, creditors, and the taxpayers who funded Cyberlux, Atlantic Wave should just pull the trigger once and for all.

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