



## March 14: The Day Cyberlux Runs Out of Excuses

### Description

If you've been following the Cyberlux courtroom saga, you know we've been waiting for the silver bullet—the moment when Atlantic Wave would use the acceleration clause to corner Cyberlux into paying up. That moment is here. In their latest court filing, Atlantic Wave isn't just arguing that Cyberlux owes them money; they're saying Cyberlux had the money, failed to pay, and is now scrambling to avoid the consequences. Atlantic Wave has made its move, and now Cyberlux is left grasping for any justification it can find.

Let's be clear about one thing—Cyberlux received \$38.8 million. Not paying the roughly \$1.5 million it owed was the most brazen act imaginable. And it only got worse when it came to light that, just three days after receiving the \$38 million, Cyberlux purchased a \$213,000 Mercedes-Benz. The arrogance borders on the unbelievable.

There's no gray area, no wiggle room, just an obligation that should have been met the moment funds were received. And the very fact that Cyberlux continues to claim they are still making payments proves they breached the settlement agreement. You can't have it both ways. If you received an order for \$78.8 million, got an advance payment—both undisputed facts—and still claim you're making payments on a debt that should have been settled in full, you've made Atlantic Wave's case for them.

Before addressing the legal battle, it's worth stepping back to see just how audacious Cyberlux's defense really is. They are not just arguing technicalities—they are attempting to redefine reality. They argue that the enforcement of a sister-state judgment meets the legal definition of a civil action and therefore qualifies for removal. But their justification—that they are still making payments under a settlement agreement—is self-incriminating. Compliance with the acceleration clause isn't a matter of interpretation; it's a binary fact. The contract's language is so clear that even a child reading it would understand that once the money was received, full payment was due.

If that argument lands, the bullet could turn out to be a blank, but at this point, even Cyberlux should know they're firing at their own foot. The idea that any reasonable human would entertain their justification for more than a nanosecond is laughable. The contract's language isn't ambiguous;

itâ??s a flashing neon sign demanding full payment upon receiving funds. Yet here Cyberlux stands, trying to convince the world that black is white, up is down, and somehow, millions of dollars in revenue donâ??t actually count when it comes to their obligations.

Atlantic Wave, however, sees right through it. Their filing makes it clear: Cyberlux received a massive payday and still didnâ??t pay what they owed. Instead, they made only a partial payment and continued their pattern of delays and evasions. Once Cyberlux received payment for drone contracts, they were obligated to settle their debt with Atlantic Wave. That money came in months ago, and yet here we are, still fighting about it in court. Atlantic Wave is done waiting. They want enforcement now.

The judgeâ??s order to show cause forced Cyberlux to justify why this case should stay in federal court. Their response doubles down on the idea that this is a legitimate civil action, and theyâ??re pointing to diversity jurisdiction as a reason to keep it there. They also claim the judgment should be vacated entirely because it was procured through fraud and isnâ??t final. If that argument sticks, they might just get away with another delay.

At this point, the fight has transcended a single payment. Atlantic Wave is laying out a pattern of behavior: Cyberlux dodging financial obligations, losing legal battles in multiple states, trying to use procedural loopholes to escape accountability, and even attempting an emergency injunction to stop collectionsâ??only to have it thrown out. Meanwhile, CEO Mark Schmidt seems unbothered, continuing his lavish spending while his company racks up lawsuits from creditors left and right.

The legal battle has reached a critical juncture. If the court agrees with Atlantic Wave, Cyberlux will be on the hook for over \$1 million with nowhere left to hide. If Cyberlux convinces the judge that the case belongs in federal courtâ??and that theyâ??ve been following their payment plan all alongâ??they might buy themselves more time. The hearing is set for March 14, 2025.

One of the most absurd aspects of Cyberluxâ??s argument is that it completely ignores the string of defeats they have suffered in both Virginia and Texas, including the oral appointment of a receiver. They continue to push their narrative as if these rulings donâ??t exist, as if courts havenâ??t already seen through their tactics and ruled against them repeatedly. This isnâ??t just denialâ??itâ??s a full-scale detachment from reality. If the judge rules against Cyberlux, it will send an immediate shockwave into the federal case in Texas. At that point, Cyberluxâ??s options wonâ??t just be limited; theyâ??ll be effectively over.

The fallout will be swift and inescapable, marking the end of this long and increasingly absurd legal battle. Weâ??ll soon know whether the silver bullet hit its mark or if Cyberlux just dodged another one. If the judge rules against Cyberlux on the 14th, the impact wonâ??t stop thereâ??it will send an immediate shockwave into the federal case in Texas. At that point, Cyberluxâ??s options wonâ??t just be limited; theyâ??ll be effectively over. One thingâ??s for sure: the clock is running out.

[Atlantic\\_Wave\\_Holdings\\_LLC\\_et\\_v\\_Cyberlux\\_Corporation\\_casdce-24-00482\\_0035.0Download](#)

## Disclaimer

All posts, articles, and op-eds about Cyberlux Corporation are grounded entirely in information sourced from publicly available court records, government documents, and financial disclosures filed with OTC Markets. This content is intended for informational purposes onlyâ??itâ??s not legal advice, itâ??s not financial guidance, and itâ??s definitely not an invitation to dive headfirst into investment decisions. Our

interpretations, opinions, and conclusions stem exclusively from these accessible resources. Ultimate adjudication of legal matters rests with the courts and qualified legal professionals. As always, you're encouraged to verify independently because, let's face it, trust but verify is a motto that never goes out of style. If you believe there is an error in our reporting and have **verifiable** proof, we encourage you to present it, and we will promptly review and address any inaccuracies.

### **Category**

1. Cyberlux

### **Tags**

1. contracts
2. cyberlux
3. DOD
4. factoring
5. FMS
6. trump
7. Ukraine

### **Date Created**

March 12, 2025

### **Author**

jackson