



## Proof, Please??and Spare Me the FAR Clause

### Description

Cyberlux Corporation has now tried to remove this case to federal court **four times**. Two in California. Two in Texas. Their latest attempt leans on the idea that drones stored in their warehouse are the property of the U.S. government, and therefore off-limits to state court enforcement. They cite the wrong FAR clause, hide behind a non-disclosure agreement, and claim a federal question where none exists.

All of this could be resolved with one simple thing: **a letter confirming transfer of title.**

They havenâ??t provided one. They say they canâ??t. According to sources familiar with the matter, Cyberlux has strongly discouraged the prime contractor from disclosing the contract, raising concerns about potential legal consequences if they did.

If I were the judge overseeing this mess, hereâ??s how that hearing might go:

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### COURTROOM TRANSCRIPT â?? SOUTHERN DISTRICT OF TEXAS

April 2025

Hon. Clarkson J. Holt, Presiding (Hypothetically)

**THE COURT:** Letâ??s begin. Counsel for Cyberlux, youâ??re here again. For the **fourth** time. At this point, Iâ??m half-expecting you to try removal to the moon.

**COUNSEL FOR CYBERLUX:** Your Honor, we respectfully assert that the drones at issue are federal property. As suchâ??

**THE COURT:** No. Justâ??no. We are not doing this again. You are still citing **FAR 52.249-6(c)**, arenâ??t you?

**COUNSEL:** Yes, Your Honor. It governs property disposition after contract terminationâ??

**THE COURT:** Except it doesn't apply. Not to you. You have a **Firm-Fixed-Price** contract. That clause applies to **Cost-Reimbursement** contracts. That's like citing the DMV handbook to fly a plane.

**THE COURT:** Have you provided a letter *any* documentation confirming that title to the drones has passed to the federal government?

**COUNSEL:** We're constrained by a non-disclosure agreement?

**THE COURT:** And yet, according to sources, you're the one making the threats to your contractor if they speak. So let's not pretend you're bound and gagged. You tied the knot.

**THE COURT:** It's been **sixteen months** since the stop-work order. Over a **year** since the contract was canceled. And you still can't produce a simple letter? Not an email, not a memo, not even a forwarded out-of-office reply?

**COUNSEL:** Your Honor, there are significant federal interests?

**THE COURT:** The only federal interest I see is you weaponizing jurisdiction as a delay tactic. This isn't national security. This is a collection case dressed up in camouflage and buzzwords.

**THE COURT:** And here's the part that really insults the court: you expect me to accept this without documentation, while hiding behind rules that don't apply to your contract, and crying "federal" every time someone gets close to a warehouse door.

**THE COURT:** Enough.

**If you have Proof the government owns these drones, show me.**

Otherwise, don't come back here dragging the FAR behind you like it's a blankie. Take it, and your procedural theatrics, back to state court.

**THE COURT:** Motion denied. Dismissed. And if you file this again without new evidence, I'm holding the next hearing on April Fools' Day. In mime. Wearing robes and full disbelief.

*(Gavel slams. Transcript ends.)*

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### **POSTSCRIPT (aka Reality Check):**

No, this transcript isn't real. But it should be.

Because after four removal attempts, 16 months since a stop-work order, and more than a year since the contract was canceled, **Cyberlux still hasn't provided a single document showing the government owns the drones.** Not a title transfer. Not a delivery confirmation. Not even a note from HII.

They continue to rely on a FAR clause that doesn't apply to their contract. They continue to blame an NDA, while allegedly threatening the only party who could clear it all up. And they continue to file

emergency motions while withholding the only thing that would settle the issue.

At some point, itâ??s not strategy. Itâ??s just stalling.

So yesâ??if I were the judge? This is how Iâ??d respond. With exasperation, disbelief, and one very simple ask:

**Show me the bloody proof.**

**And still Cyberlux hasnâ??t said they DONâ??T owe any money. Nor have they addressed the acceleration clause they agreed to which required full payment in September 2023.**

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### **Category**

1. Cyberlux

### **Tags**

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2. DOD
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