



The Drones, the Debt, and the Defense That Isn't There

Description

When someone says you owe them money, the cleanest defense is the simplest: you don't owe them anything.

But in the months-long fight between Cyberlux Corporation and its creditors—most notably Atlantic Wave Holdings—that's the one defense Cyberlux has never made. **Not once.** Not in hundreds of pages of filings, declarations, objections, or letters.

Instead, Cyberlux has leaned into a more tactical approach: dispute the amount, challenge the procedure, and stall the process. It's clever. It buys time. But it doesn't erase the fact that they have never once denied the underlying debt.

At various times, Cyberlux has claimed that the judgment amount is \$848,000, \$1.4 million, or even \$949,000, depending on the day and the document. Now plaintiffs say the number is over \$2.1 million, including interest, fees, and penalties. Cyberlux calls that math fuzzy. Maybe it is. But fuzzy math isn't a defense to owing money—it's a negotiation about how fast the check clears.

If the judgment were fundamentally flawed, they'd have said so. If the debt didn't exist, they'd have denied it. Instead, they've told the court they would like to post a supersedeas bond, and have asked for help determining the amount. That's not something you do if you think the whole thing is invalid. That's something you do when you're trying to delay enforcement you know is coming.

One of Cyberlux's longest-running legal deflections has taken flight—literally. For months, they have claimed that the drones sitting in their Spring, Texas warehouse are U.S. government property and therefore untouchable by any court-appointed receiver. **Their argument? That title to the drones transferred to the government under FAR 52.249-6(c)—a clause that applies to cost-reimbursement contracts.**

One problem. Cyberlux doesn't have a cost-reimbursement contract. Their contract with HII, the prime contractor, is a firm-fixed-price (FFP) subcontract. That means Cyberlux bears the cost, the risk, and retains ownership of the goods until delivery and acceptance. And yet, Cyberlux has been repeating this ownership claim for months, waving around regulations that don't

apply to them while failing to provide a single document from HII or the federal government confirming it. Not one email, contract term, or handover receipt to prove the drones aren't theirs.

Instead, they've leaned heavily on general policy language—most notably from Major General Cameron Holt's declaration—but nothing specific to this contract, this delivery, or this equipment. That's not a transfer of title. That's a narrative.

What Cyberlux is doing here isn't new. It's strategic misdirection—invoking defense language, regulatory jargon, and government affiliations in a way that sounds authoritative enough to confuse anyone who doesn't live and breathe federal procurement. They're not saying, "We don't owe this." They're saying, "We don't owe that much." They're not saying, "We don't own this equipment." They're saying, "Maybe someone else does. Possibly. Eventually."

It's not a defense. It's a fog machine. And at some point, that fog clears. When it does, all that's left is the judgment, the assets, and a court that's already running out of patience.

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Date Created

April 9, 2025

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