

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV034906-910

AEROTEK, INC.,)
)
Plaintiff,)
)
v.)
)
DATRON WORLD)
COMMUNICATION, INC. and)
CYBERLUX CORPORATION,)
)
)
Defendants,)
_____)

**MOTION TO SET
ASIDE DEFAULT JUDGMENT**

NOW COMES, Defendant in the above-entitled action and respectfully shows unto the court:

1. Judgement by default was entered in this action against Defendants by an Assistant Clerk of Superior Court on April 11, 2025.
2. Defendants had no notice of the entry of default until notice was provided by opposing counsel after the default judgment against defendant had been entered.
3. Defendants were served with the complaint in this matter on October 31, 2024, with Summons and Complaint pursuant to the provisions of Rule 4 of the North Carolina Rules of Civil Procedure.
4. Counsel for Defendants almost immediately reached out to Plaintiff's Counsel and there has been a dialogue on this matter through phone calls and emails consistently since that time.
5. Counsel for Defendants was under the reasonable belief based upon these communications that Counsel for Plaintiff would provide Defendants some reasonable

notice of their intention to move for an entry of default and certainly before obtaining a default judgment. Counsel for Defendant believes that this discussion was had during our initial call on the matter back in November.

6. Plaintiffs claim in this suit is for nonpayment under a contract between Plaintiff and Defendant(s) for materials supplied to Defendants for the construction of certain drones for delivery to the federal government through a contract with prime contractor. As Plaintiffs have been made aware, the federal government decided to terminate the contract with the prime contractor and its sub-contractor, the Defendants, under what is known as a "Termination for Convenience."

7. Defendants have been negotiating with the prime contractor for payment of payables due from it and the federal government for over nine months. And Defendants have informed Plaintiffs of the progress of that negotiation frequently.

8. While Defendants may have legal arguments against any claim that Defendants are obligated to pay Plaintiffs when the federal government has exercised its authority to terminate a government contract for convenience, it had assured Plaintiff that when funding is provided by the federal government that it would pay Plaintiff's bill.

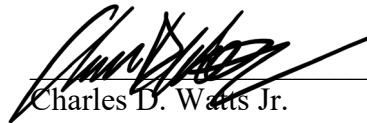
9. Pursuant to the rules and statutes of the North Carolina Superior Court, Wake County, the Defendants, Datron World Communications, Inc. and Cyberlux Corporation, hereby submit this motion to set aside the default judgment entered in favor of the Respondent, Aerotek, Inc., on the grounds of excusable neglect.

10. The Defendants assert that their failure to respond to the complaint within the prescribed time frame was not intentional or indicative of disregard for the judicial process, but rather the result of its belief that counsel for the parties had an

understanding regarding some notice being provided before Plaintiff would pursue an entry of default, which constitutes excusable neglect under North Carolina law. The Defendants are prepared to demonstrate such circumstances and to present a meritorious defense to the claims asserted by the Plaintiff, should this Court grant the motion to set aside the default judgment.

11. It is respectfully requested that the North Carolina Superior Court, Wake County, consider the circumstances leading to the default judgment and the principles of fairness and justice in deciding upon this motion and set aside as void the Default Judgment entered on behalf of Plaintiff on April 11th, 2025 under Rule 60(b)(1) of the North Carolina Rules of Civil Procedure due to excusable neglect. The Defendants are committed to actively participating in the proceedings and ensuring compliance with all court orders and deadlines moving forward.

This the 22nd day of April, 2025.

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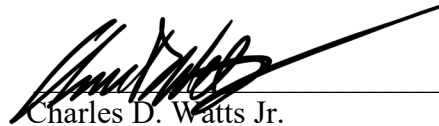
Charles D. Watts Jr.
N.C. Bar No. 21766
Watts Law PLLC
732 Ninth Street #553,
Durham, NC 27705
919-491-0560
CDWatts@me.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing MOTION upon all parties to this action by depositing a copy thereof in the United States mail, first-class postage prepaid, and electronically through email and eCourts File & Serve addressed as follows:

Todd A. Jones
Attorney for Plaintiff
PO Box 20248
Raleigh, NC 27619

This the 21nd day of April, 2025.

A handwritten signature in black ink, appearing to read "Charles D. Watts Jr.", is written over a horizontal line.

Charles D. Watts Jr.
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