IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA GREENSBORO DIVISION

JAMES CURTIN,
Plaintiff,
v

CYBERLUX CORPORATION;
HII MISSION TECHNOLOGIES CORPORATION;
G2G GLOBAL LTD.;
S3 GLOBAL LLC;
CYCLOPS DEFENSE L.L.C.;
CHUCK WATTS, individually and in his capacity as
former City Attorney of Greensboro, North Carolina,
and as Special Counsel to Cyberlux Corporation;
WATTS LAW, PLLC;
MARK D. SCHMIDT, individually;
BILAL "BILL" MAADARANI, individually; and
CARSON JOHN TUCKER, individually,
Defendants,

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

Civil Action No. 1:26-cv-00472

COMPLAINT

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

INTRODUCTION

1. This action arises from a coordinated campaign of retaliation, surveillance, doxxing, and professional interference executed against Plaintiff James Curtin after his investigative reporting exposed the misuse of $38.7 million in congressionally appropriated Foreign Military Financing funds and fraud against the United States

government. The facts Plaintiff published have since been confirmed under oath by the defendants' own business associates in federal court proceedings.

2. Before any article was published, Plaintiff engaged in good faith with Cyberlux's leadership. In late 2023, Defendant Maadarani approached Plaintiff about joint ventures with one of Plaintiff's professional clients. On December 8, 2023, Plaintiff facilitated a meeting in Warsaw, Poland among Defendants Schmidt and Maadarani and that client — a NATO-allied defence company. Schmidt and Maadarani had personal knowledge of Plaintiff's identity. Following due diligence revealing serious red flags, Plaintiff delivered a formal risk warning to his client on March 18, 2024, and reached out directly to Maadarani via WhatsApp between March 19 and March 24, 2024. Those warnings produced no response. Public reporting began in November 2024 following the failure of direct engagement.

3. Each defendant had a documented financial stake in that reporting not being believed. Defendant Cyberlux faced sworn exposure of $22,776,605.40. Defendant Maadarani's employment, share position, and his own undisclosed commission claim depended on the subcontract surviving scrutiny. Defendant Tucker's entity G2G Global Ltd. had received $994,460 in FMF-derived funds. Commission claimants in HII Mission Technologies Corp. v. Cyberlux Corporation et al., Case No. 3:25-cv-00483-JAG (E.D. Va.) ("the Interpleader"), hold aggregate documented claims exceeding $25,000,000.

4. On May 10, 2025, Maadarani sent Plaintiff a WhatsApp message: "I waited in silence, no sound, not a peep, / Watching you closely, not daring to sleep. / With patience I struck, and you didn't see — / Now you are caught. You fell into me. / What am I? JH or JC." JH = Jackson Holt. JC = James Curtin. The message was transmitted seventeen days before the @RacketeerX campaign launched.

5. On May 27, 2025 — five days after a Texas court appointed a receiver for Cyberlux, three days after Plaintiff published an article naming Maadarani directly, and fourteen days after Plaintiff named Tucker and G2G by name and company number — the @RacketeerX account launched a coordinated, pre-positioned campaign. It disclosed Plaintiff's real identity; published the identities, ages, and relational details of eight members of Plaintiff's family without consent, including a deceased family member and an 89-year-old relative; published a photograph of Plaintiff's residential building; falsely characterized Plaintiff's lawful use of a pseudonymous authorial identity as evidence of fraud, stock manipulation, and espionage; deployed drag imagery and explicit insinuations characterizing that pseudonym as a fraudulent female persona deployed to conceal criminal conduct — a specific false narrative designed to simultaneously destroy Plaintiff's professional standing and portray him as mentally unstable and constitutionally deceptive; directed false allegations of espionage and foreign-agent activity at Plaintiff and at WB Group of Poland; tagged @SECGov and @TheJusticeDept in a coordinated attempt to weaponize regulatory agencies against a confirmed federal witness; and amplified those allegations through a coordinated network of associated accounts

including @USAfirstandonly, @MaMbbub, @Noc718, and @BruceMcDou67575. On June 5, 2025, @USAfirstandonly published that he had knowledge of Plaintiff's home address, phone number, and email address and stated: "I am thinking of paying you a visit though to say hi and shake your hand" and "I really do want to shake your hand so I can take a picture and fully expose the real Jim Curtin and not the fake female Jackson Holt." Upon information and belief, @RacketeerX was operated, controlled, or facilitated by Tucker and/or G2G Global Ltd. and/or S3 Global LLC.

6. Defendant HII Mission Technologies Corporation, as prime contractor, bore non-delegable regulatory and contractual obligations that it systematically failed to discharge. As documented in sworn filings in the Interpleader, a dispute arose between HII, FEDSIM, and Cyberlux over the utility of the K8 drones in the battlefield theatre, resulting in a Stop Work Order in December 2023. Despite characterizing Cyberlux as nonresponsive in October 2024, HII executed Modification No. 4 on February 26, 2025, paying an additional $25,769,369.03 in termination settlement — on top of the $38,700,600 advance already disbursed — for inventory involving drones disputed as unfit for their stated battlefield purpose. Modification No. 4 included Clause 9, drafted by HII, contractually prohibiting Cyberlux from communicating with the government Contracting Officer whose statutory function was to independently review and approve that settlement. Total government expenditure: $64,469,969.03. Every defendant shared a documented institutional interest in discrediting Plaintiff's reporting before it completed the picture that is now confirmed across three federal jurisdictions.

Plaintiff certifies, pursuant to Fed. R. Civ. P. 11 and Local Rule 83.1, that every legal authority cited in this First Amended Complaint has been independently verified against primary sources to the best of Plaintiff's knowledge and belief. The independent citation verification record is attached as Exhibit J.

JURISDICTION AND VENUE

7. This Court has jurisdiction under 28 U.S.C. § 1332(a) (diversity); 28 U.S.C. § 1331 (42 U.S.C. § 1983; 18 U.S.C. § 1964(c)); and 28 U.S.C. § 1367 (supplemental jurisdiction). Plaintiff is a citizen of New York. No Defendant is a citizen of New York. Amount in controversy exceeds $75,000.

8. Venue is proper under 28 U.S.C. § 1391(b)(1) and (b)(2). Defendants Watts, Watts Law, Cyberlux, and Schmidt reside or maintain their principal places of business in this District. The primary tortious conduct was planned, directed, and in substantial part executed from within this District.

9. Plaintiff pleads his state-law claims under North Carolina substantive law. This Court, sitting in North Carolina, applies North Carolina's choice-of-law rules. North Carolina generally applies lex loci delicti to tort claims, under which substantive law is determined by the state where the injury was sustained or where the last event necessary to liability occurred. SciGrip, Inc. v. Osae, 838 S.E.2d 334, 343 (N.C. 2020). Here, the challenged conduct was planned, directed, and substantially executed from North Carolina; the principal domestic defendants responsible for the challenged conduct are domiciled,

headquartered, or based in North Carolina; and the campaign targeted Plaintiff's credibility in North Carolina-centred litigation, procurement, and federal-reporting activity. Plaintiff's resulting injury to personal reputation, professional relationships, commercialisation capacity, and intellectual-property market pathway is multijurisdictional and not reducible, at the pleading stage, to a single physical location. Plaintiff therefore pleads North Carolina law as the governing substantive law for the state-law claims. Plaintiff's N.C. Gen. Stat. § 75-1.1 claim is independently anchored in North Carolina because the challenged conduct was committed by North Carolina-based actors, originated substantially from North Carolina, and was in or affecting North Carolina commerce. To the extent any defendant contends that another jurisdiction's law applies to a specific state-law claim, that issue is claim-specific, fact-bound, and should be resolved on a developed record rather than by dismissal at the pleading stage. The prior related proceeding, Curtin v. Watts et al., Case No. 1:25-cv-00782-TDS-JGM (M.D.N.C.), was dismissed in part because the court applied Virginia law on the basis that Plaintiff's business entity was located in Virginia. That entity is not a plaintiff in this action. Plaintiff is a domiciliary of New York. All damages described in this Complaint are suffered by Plaintiff personally.

PARTIES

10. Plaintiff James Curtin is an individual domiciled in Pittsford, New York 14534, and files this action under his residential address notwithstanding the threat environment documented in Exhibits F and I — a surveillance and retaliation campaign that publicly

exposed his identity and the personal information of his children, deployed a coordinated espionage accusation against a defence industry consultant whose professional community is governed by counterintelligence awareness, generated coordinated regulatory complaints against a confirmed federal witness, and has continued through the date of this filing. Plaintiff is the founder and principal of Carotank Road Holdings, Inc., a defence industry advisory. He publishes under the pen name Jackson Holt established in 2021. All damages described in this Complaint are suffered by Plaintiff in his personal capacity. Carotank Road Holdings, Inc. is not a plaintiff in this action.

11. Defendant Cyberlux Corporation ("Cyberlux") is a Nevada corporation with operational offices in Research Triangle Park, North Carolina. It was the subcontractor under Subcontract No. P000043846. Its FY2025 Annual Report discloses approximately $50 million in accumulated losses, approximately $64 million in current liabilities, and a going concern qualification. It is under Texas receivership as of May 22, 2025.

12. Defendant HII Mission Technologies Corporation ("HII") is incorporated in Delaware with its principal place of business in McLean, Virginia. HII was the prime contractor under OASIS Unrestricted Pool 1, Contract No. GS00Q14OADU109, Task Order No. 47QFCA22F0039, and Subcontract No. P000043846. HII transmitted Cyberlux's delivery invoices to FEDSIM, drafted and executed Clause 9 of Modification No. 4, and participated in conducting the affairs of the enterprise described herein through wire fraud predicate acts. HII is a citizen of Delaware.

13. Defendant G2G Global Ltd. ("G2G") is a United Kingdom private limited company (Companies House No. 15164053) incorporated September 25, 2023, registered office at 86-90 Paul Street, London EC2A 4NE. Its sole director is Tucker. G2G received $994,460 in FMF-derived funds on October 16, 2023 — seventeen days after its incorporation.

14. Defendant S3 Global LLC ("S3") is a Montana limited liability company operated by Tucker, registered eleven days before the $38.7 million FMF advance arrived. Tucker describes S3's services using identical terminology to G2G. S3 constitutes Tucker's domestic operational structure.

15. Defendant Cyclops Defense L.L.C. ("Cyclops") is a Michigan limited liability company formed August 20, 2024 by Maadarani as its sole organizer (Michigan LARA Filing No. 224841743050), registered address 20819 Schoenherr Rd., Warren, Michigan 48089. Stated purpose: "broker services."

16. Defendant Chuck Watts ("Watts") is a licensed attorney admitted to the North Carolina State Bar, domiciled in North Carolina. At all relevant times he simultaneously served as City Attorney of Greensboro, North Carolina, and as undisclosed Special Counsel to Cyberlux Corporation — a dual role not fully disclosed to the Greensboro City Council. Upon information and belief, Watts attended the March 26, 2026 Interpleader settlement conference (Case No. 3:25-cv-00483-JAG) in the capacity of a Cyberlux employee rather than retained outside counsel. To the extent Watts held

employee status with Cyberlux, Cyberlux is liable for his tortious conduct under respondeat superior. His professional address of record is a rented mailbox at 732 Ninth Street #553, Durham, North Carolina 27705. His insider relationship with Cyberlux and the conduct giving rise to his liability are described in Section X of the Factual Background.

17. Defendant Watts Law, PLLC is a North Carolina professional limited liability company, principal place of business is a rented mailbox at 732 Ninth Street #553, Durham, North Carolina 27705, acting at all relevant times by and through Watts.

18. Defendant Mark D. Schmidt ("Schmidt") is an individual citizen of North Carolina residing in Pittsboro, North Carolina. He is Cyberlux's Chief Executive Officer and controlling shareholder. In a sworn declaration filed July 24, 2025, Schmidt acknowledged final decision-making authority over all company contracts exceeding $100,000, all major operational decisions, and all company personnel.

19. Defendant Bilal "Bill" Maadarani ("Maadarani") is a United States citizen currently residing and working in Lebanon, last known United States domicile Michigan. He served as Chief Revenue Officer of Cyberlux and held 3,000,000 restricted Series B shares as of February 28, 2024. He is the sole organizer and owner of Cyclops Defense L.L.C. Prior to joining Cyberlux, Maadarani was employed at Datron World Communications — the entity Cyberlux acquired on September 8, 2023 using $3,000,000 in FMF advance funds. Since January 2021 he has served as Public Chairman of the

Overseas Security Advisory Council (OSAC) for Lebanon, a formal U.S. Department of State private sector partnership administered by the Bureau of Diplomatic Security. His financial stake in the enterprise, the DFARS 225.7303-4 implications of his commission and share arrangements, and the conduct giving rise to his liability are described fully in ¶28 and Sections VII, IX, and XI of the Factual Background and in the Overt Acts.

20. Defendant Carson John Tucker ("Tucker") is a United States citizen, former U.S. Army JAG Major, and licensed attorney admitted to the Michigan State Bar. He is the sole director of G2G Global Ltd. and the registered principal of S3 Global LLC. He operates from London and Cambridge, England; Saint-Maurice, Val-de-Marne, France; and Troy, Michigan. Tucker publicly describes his services as "risk suppression," "risk diversion," and "boots on the ground direct action research and intelligence gathering." His conduct giving rise to his liability is described in Section VIII of the Factual Background.

FACTUAL BACKGROUND

I. Operation Alpha: The Pre-Contract Architecture

21. At the time of the HII subcontract award in August 2023, Cyberlux had no direct DoD contracts and no active GSA Schedule. Its prior acquisition program and promotional activities are described in Section VI of the Factual Background.

22. The Cyberlux acquisition program of 2021–2023, including the CTMC, FBD, Havas, and Kreatx transactions, and the share issuances to Watts and Montague Capital Partners arising from those transactions, are described in Section VI of the Factual Background.

23. On March 29, 2024, Cyberlux filed a Q3 2023 disclosure recording 'Commissions payable: $2,629,624' before a single drone had been formally accepted by the government. The commission architecture was accruing on Cyberlux's own books from day one of the advance period, directly contradicting the FAR 52.203-5 warranty maintained by HII under OASIS Section I.2.2 that no such arrangements existed.

24. The RB Capital / Brett Rosen securities fraud and money laundering conspiracy alleged in the federal indictment covers August 10, 2020 through October 14, 2024 — a period encompassing every Operation Alpha transaction. Cyberlux is named as an issuer. The acquisition program and the promotional network were the two wings of the same apparatus.

II. The Contract Vehicle and the Advance

25. OASIS Unrestricted Pool 1, Contract No. GS00Q14OADU109, administered by FEDSIM, is a professional services IDIQ vehicle (NAICS 541330, PSC R499) with 83 subcontractors. HII used this vehicle to issue Task Order No. 47QFCA22F0039 — the Cyberlux subcontract — at $78,857,414.20 on August 29, 2023, for the procurement of 2,000 COTS drone systems. The vehicle and template were designed for professional services. The contract structure is described in Section VII of the Factual Background.

26. The procurement's timing concentrated risk. The Cyberlux subcontract was awarded August 29, 2023 — thirty-two days before the government fiscal year closed September 30. The P00016 modification realigning $143 million in vehicle ceiling was executed August 24. The $38.7 million advance was wired September 8 — twenty-two days before year-end. FAR 15.404 required a price reasonableness determination before award. ARG Group LLC's Gonzalez Declaration, filed in the Interpleader as ECF No. 167-1, Exhibit B (ARG-0048), establishes through Schmidt's own iMessage to Gonzalez that the K8's all-in manufacturing cost was $4,700 per unit. HII paid $39,428 per unit — a 739% markup embedding prohibited commission arrangements as well as other expenses unrelated to the manufacture of the K8 drone. No documented price analysis appears in any public record. FAR 9.104-1 required a financial responsibility determination. North Carolina court records show forty financial judgments against Cyberlux entered before the award date. A civil judgment against Cyberlux and Schmidt jointly and severally was entered June 28, 2023 — sixty-two days before signing. Cyberlux was in active default on its settlement obligations twenty-eight days before award. None of this required non-public information.

27. Five months before the subcontract was executed, an individual identified as Shannon Blackerby — an employee of HII Mission Technologies Corporation — forwarded to Cyberlux Corporation an internal United States Navy electronic communication regarding the funding status and anticipated award of the HII-Cyberlux subcontract. The forwarded communication indicated that congressional approval for the funding had been

received and that the money was expected shortly thereafter. This communication did not stay within government channels: it moved from the prime contractor's orbit into the subcontractor's planning process before the contract was formally executed, providing Cyberlux with advance knowledge of the government's funding timeline. Subcontract No. P000043846 contained an express prohibition on either party hiring employees of the counterparty. Notwithstanding that prohibition, Blackerby ultimately acquired a Cyberlux Corporation email address — a documentable violation of the subcontract's anti-hiring provision and evidence of an ongoing employment or consulting relationship with Cyberlux that predated or was concurrent with the subcontract's execution. Upon information and belief, on September 8, 2023 — the same day the $38.7 million FMF advance landed in Cyberlux's account — Cyberlux made a payment of $6,500 to a payee identified in the bank records of Case No. 3:24-cv-00482-RBM-VET (S.D. Cal.) whose name is redacted in publicly available filings. Plaintiff alleges upon information and belief that this payee was Blackerby. Multiple subsequent payments to the same individual are alleged upon information and belief. Plaintiff will seek discovery to establish the full scope and timing of payments to Blackerby and to determine whether HII had institutional knowledge of Blackerby's dual relationship with Cyberlux at any point before or during subcontract performance.

28. The Datron acquisition was not an opportunistic corporate decision made after the advance arrived. The documentary and employment record suggests it was the objective the drone contract was designed to fund. Maadarani was employed at Datron World

Communications — an HF communications company whose products are technically incompatible with the K8 UAS platform — while simultaneously advising Defendant Schmidt on the government drone contract opportunity in Ukraine. He had inside knowledge of Datron's financials, operations, and product capabilities. He owed fiduciary duties to Datron as its employee while advising its eventual acquirer on a transaction that would result in Datron's purchase using government trust funds. The sequence that followed is documented: Maadarani moved from Datron to Cyberlux as Chief Revenue Officer; Cyberlux secured the HII subcontract; the $38.7 million FMF advance arrived September 8, 2023; and $3,000,000 was wired to acquire Datron that same day. Before the contract was awarded, Maadarani loaned Cyberlux $400,000 — providing operating capital to the company before the FMF advance arrived, establishing that his financial stake in Cyberlux's success predates the subcontract. He was not recruited as an advisor after the contract was secured. He was a pre-award investor financing the enterprise through the award period while simultaneously employed at Datron — the company the advance would be used to acquire. After the acquisition, Maadarani received 3,000,000 restricted Series B shares carrying 200:1 voting power over Cyberlux's common shares — 600,000,000 votes equivalent — constituting effective corporate control alongside Mark Schmidt and Denis Kalenja. A controlling shareholder of a government subcontractor cannot maintain ignorance of material corporate transactions. The acquisition of his former employer using FMF trust funds on the day the advance landed was a material corporate transaction. Maadarani's $400,000 loan, his 200:1 voting Series B position, and his $1,062,576.98 commission claim

collectively establish that he was not a peripheral advisor — he was the enterprise's principal financial architect and beneficiary. His commission claim of $1,062,576.98 — asserting his role was "paramount" in securing and fulfilling the subcontract, beginning from 2022 (ECF No. 171) — if predicated on advisory services rendered while he was still a Datron employee, constitutes both a DFARS 225.7303-4 violation and a breach of fiduciary duty to Datron. The 200:1 Series B issuance itself, if consideration for his role in securing a government contract funded by Foreign Military Financing, is an independent DFARS 225.7303-4 violation. He publicly states a "comprehensive understanding" of the Foreign Military Sales procurement process and ITAR, including DFARS 225.7303-4. The former owner of Datron, who received the $3,000,000 acquisition payment from government trust funds, may hold independent claims arising from Maadarani's undisclosed conflict of interest during the period his advisory services to Cyberlux were shaping the transaction. There is no evidence in the record that the former owner of Datron was aware of the source of the funds. According to the latest disclosure, Maadarani no longer holds the Series B shares and no full explanation of their disposition is available.

29. Prior to the Cyberlux subcontract award, WB Group of Poland evaluated Datron World Communications as a potential acquisition target and concluded it was essentially worthless as a business. Cyberlux subsequently approached WB Group about a merger or acquisition involving Cyberlux itself. It was in that context — Cyberlux seeking to sell itself or merge with WB Group — that Plaintiff, in his capacity as WB Group America's

president, conducted due diligence on Cyberlux on behalf of WB Group. That due diligence revealed the financial irregularities, structural problems, and undisclosed arrangements documented throughout this Complaint. Plaintiff's findings resulted in the termination of the proposed transaction. The @RacketeerX campaign launched after Plaintiff published what that due diligence had revealed. The campaign's false narrative — that Plaintiff had sought to purchase Datron and failed, and was conducting an espionage campaign out of personal grievance — inverts the documented sequence: it was WB Group, informed by Plaintiff's due diligence, that declined to proceed with a transaction the defendants needed. The attack followed because of what Plaintiff's work had uncovered, not because of any personal stake in Datron.

30. OASIS Task Order No. 47QFCA22F0039 flowed down to Subcontract No. P000043846 effective August 29, 2023. The cover page reads "Firm Fixed Price (FFP)." The body contradicts that designation seven times: advance payment at award without trust protections; "Buyer agrees to reimburse the Seller" in Section 6; cost-category invoicing by line item in Section 5h; cost reporting obligations in Section 9b; timecards and receipts as termination verification in Section 32.1; "ceiling value" rather than fixed price in Section 3; and the professional services template applied throughout. Each contradiction became leverage for Cyberlux at termination. Mission Technologies' own annual reports across 2022–2024 warn investors: "Fixed-price contracts generally tend to have more financial risk." HII generated approximately 3% of its total revenue

under FFP. The organization that drafted this contract knew, formally and in SEC disclosures, that FFP was not its institutional territory.

31. On September 8, 2023, Cyberlux received the $38,700,600 FMF advance. Its account held approximately $2,297 the day before. FAR 32.402(b) established the advance as government property held in trust, to be maintained in a segregated account and deployed exclusively in accordance with the submitted Spend Plan. HII's own annual reports state how it accounts for government advances on its own prime contracts: "the customer asserts title to, or a security interest in, inventories related to such contracts as a result of contract advances." HII applied that standard to itself. It required nothing equivalent of Cyberlux. Cyberlux's Q3 2023 filing recorded the advance as "Customer deposits: $38,700,600" — a commercial deposit, not restricted government-property trust funds. No segregated account. No government lien. Within 114 days, $35.5 million had left. Among the first unauthorized disbursements was a $3,000,000 wire executed on September 8, 2023 — the same day the advance arrived — to acquire Datron World Communications. Datron's primary products are HF (high-frequency) communications systems technically incompatible with any modern drone platform, as established in Plaintiff's OIG interview of March 12, 2026 at GSA Headquarters, Washington D.C. The Datron acquisition therefore had no legitimate Spend Plan justification. Bank records from the Atlantic Wave proceedings (Case No. 3:24-cv-00482-RBM-VET, ECF No. 32-3) document the wire. The entity acquired with government trust funds — Datron World Communications — is presently non-functional with its primary facility being returned to

the landlord under a writ of possession dated May 20, 2026. The Declaration of William Welter (Case No. 3:24-cv-00482-RBM-VET, ECF No. 29-1, filed September 3, 2024) ("the Welter Declaration") documents the following specific transactions from Cyberlux's bank records, each drawn from the $38.7 million FMF advance, totaling $4,417,205.06 across seventeen documented disbursements: (1) September 8, 2023: $250,000 — phone transfer authorized by Schmidt; (2) September 8, 2023: $6,500 — payee redacted (upon information and belief, Shannon Blackerby); (3) September 11, 2023: $213,000 — wire to Fletcher Jones Motorcars, Newport Beach, CA; (4) September 14, 2023: $187,500 — phone transfer authorized by Schmidt; (5) September 19, 2023: $55,000 — transfer to Schwab account; (6) September 20, 2023: $600,000 — phone transfer authorized by Schmidt; (7) September 26, 2023: $692,689.64 — member debit memo; (8) October 16, 2023: $850,000 — transfer to Schmidt's Edward Jones investment account; (9) October 16, 2023: $994,460 — wire to G2G Global Ltd., London; (10) October 23, 2023: $6,000 — transfer to Schwab account; (11) November 7, 2023: $25,000 — transfer to Schmidt. Post Stop Work diversions of government trust funds: (12) January 4, 2024: $108,555.42 — transfer to Schmidt; (13) January 29, 2024: $25,000 — transfer to Schmidt; (14) February 7, 2024: $20,000 — transfer to Schmidt; (15) March 6, 2024: $290,000 — transfer to Schmidt; (16) April 11, 2024: $50,000 — transfer to Schmidt; and (17) April 11, 2024: $75,000 — transfers to Schmidt and Holly Schmidt. Each transaction constitutes a separate unauthorized disbursement of government trust funds and a separate § 1343 wire fraud predicate. Combined with the separately documented $3,000,000 Datron acquisition wire (ECF No. 32-3), total

documented unauthorized disbursements from the advance reach $7,417,205.06 within the first 215 days of the advance period.

III. The Commission Ecosystem and the False Certification

32. The commission ecosystem is established through sworn Interpleader filings. Every arrangement predated the subcontract. Every arrangement was contingent on contract proceeds. DFARS 225.7303-4 categorically prohibits contingent fees on FMF-funded contracts. The FAR 52.203-5 warranty incorporated into OASIS Section I.2.2 and maintained by HII throughout task order performance certified no such arrangements existed. That warranty was false from the moment it was made:

ARG Group LLC (Gonzalez): 20% distribution right, Distributor Partner Agreement February 28, 2022. "Without ARG, there would be no Subcontract." Claim: $14,118,618.61. Case No. 3:25-cv-00483-JAG, ECF No. 167-1.

WeShield / Assure Global LLC (Vintfeld, Sinensky): Exclusive Ukrainian government BD partner, Letter Agreement July 12, 2022. Vintfeld's sworn declaration admits unlicensed ITAR Part 129 brokering. Claim: $5,310,034.76. ECF No. 186.

Fairwinds Technologies LLC (Wirth): 8% on first 1,000 units, Teaming Agreement October 3, 2022. Wirth attached Schmidt's own spreadsheet proving the 8% was calculated from government invoice amounts. Claim: $2,348,542.40. ECF No. 178.

Montague Capital Partners LLC (Kalenja): 'Source and negotiate' commission, signed agreement filed Texas receivership June 2025. Claim: approximately $3,500,000.

Maadarani (individually): Filed motion to intervene claiming $1,062,576.98, asserting his role was "paramount" in securing and fulfilling the subcontract, beginning from 2022. ECF No. 171. If predicated on winning the FMF contract — as his own declaration implies — that arrangement is void under DFARS 225.7303-4.

33. Aggregate documented commission claims exceed $25,000,000 — a sum exceeding the $23,736,937.56 HII deposited into the Interpleader fund. Schmidt's own invoice summary spreadsheet filed as Exhibit 1 to ECF No. 70-2 in the Interpleader carries the notation "To USG $22,776,605.40" — Schmidt's own acknowledgment, in a sworn exhibit filed in federal court, that $22,776,605.40 was owed to the government. That figure was never recovered. Modification No. 4 paid out $25,769,369.03 in the opposite direction.

34. Cyberlux's public OTC Markets filings throughout the reporting period claimed that 2,000 drones had been delivered to the government. That claim is false. All 2,000 units received DD250 Material Inspection and Receiving Report documentation, but only 392 were complete and fully assembled. The remaining 1,608 were in varying states of assemblage, none combat-ready, and none delivered to Ukraine. At termination in May 2024, the Modification No. 4 inventory showed: 37 drone kits that had passed HII-witnessed Flight Acceptance Testing; 745 that cleared quality control but not FAT; 526

work-in-progress at various assembly stages; and components for 300 builds never entered into assembly. According to the DD250 records filed by Fairwinds as an exhibit in the Interpleader (Case No. 3:25-cv-00483-JAG, ECF No. 178), the 392 complete units were accepted and shipped to Dover Air Force Base, Delaware; their subsequent disposition has not been established in the public record, and whether any were ultimately delivered to Ukraine is unknown. The 1,608 units in varying states of assemblage were accepted under DD250 documentation and transferred to a government storage facility in Mechanicsburg, Pennsylvania — a logistics depot, not an operational deployment location. The Department of Defense's official Security Assistance to Ukraine Fact Sheet dated January 8, 2025 lists "CyberLux K8 UAS" as delivered security assistance. Whether that characterization is accurate for any of the 392 units shipped to Dover has not been established; it is categorically false as applied to the 1,608 incomplete assemblies held in the Cyberlux warehouse in Texas at the time. Each OTC Markets filing containing the false 2,000-drone delivery claim constitutes a separate wire transmission of materially false information and an additional predicate act under 18 U.S.C. § 1343.

IV. HII's Specific Oversight Failures and the Cover-Up

35. As prime contractor, HII breached four specific regulatory and contractual obligations and then actively managed the consequences of those failures through the Modification No. 4 settlement architecture:

Advance segregation (FAR 32.402(b)): HII's own Subcontract Statement of Work Section 6.5 required Cyberlux to maintain the advance in a segregated government-property account.

Clause 19.7 prior authorization: Subcontract Clause 19.7 prohibited Cyberlux from using any third party to fulfill its responsibilities without HII's prior written authorization, characterized as a material breach permitting automatic cancellation without compensation. No written authorization for the G2G wire, the Fletcher Jones wire, ARG Group, WeShield, Fairwinds, or to Schmidt or his family members appears in any public record. HII's failure to enforce Clause 19.7 is the but-for cause of $994,460 in FMF trust funds reaching Tucker's surveillance enterprise.

Advance payment surveillance (FAR 32.409-3): HII provided no documented oversight during the period in which $35.5 million left Cyberlux's account. The federal investigation that examined these transactions was triggered by Plaintiff's reporting, not by HII's compliance systems.

Section 27 anti-assignment (Legalist): When Legalist SPV III notified HII on April 5, 2024 that Cyberlux had assigned its government receivables as collateral, HII received that notification with knowledge that the subcontract had been under Stop Work Order for 104 days. HII acknowledged the assignment without disclosing the Stop Work Order. One month later, HII terminated the contract.

36. On April 23, 2024 — eighteen days after receiving the Legalist assignment notice and three weeks before FEDSIM terminated the prime contract — HII transmitted to Cyberlux a proposed Acknowledgment and Release. Section 5 required Cyberlux to acknowledge that "all funds previously advanced and/or paid to Cyberlux under the Subcontract and any and all property acquired therewith… constitute, are, and always have been Government property, held in trust for the benefit of the Government, pursuant to Section 6.5 of the Subcontract Statement of Work, and not Cyberlux property." Schmidt executed the Acknowledgment on behalf of Cyberlux. HII filed the executed document in the Interpleader as Case No. 3:25-cv-00483-JAG, ECF No. 1, Exhibit 2. Three findings follow directly. First, Section 6.5 of the Subcontract Statement of Work established the trust character of the advance funds from the moment of execution — the trust obligation was in the subcontract all along. HII's own draft documents for the Legalist assignment contained trust acknowledgment language that HII struck before execution — not to conceal the trust character from Legalist, but to protect the government's interest by confining the assignment to future contract receivables only and placing the $38.7 million advance beyond Legalist's reach. That drafting decision confirms HII's affirmative knowledge of the trust character of the advance funds at the time of the Legalist assignment — knowledge present throughout the entire advance period, not acquired retrospectively. Second, the trust characterization covers "any and all property acquired therewith" — explicitly reaching the $994,460 wired to G2G Global Ltd. on October 16, 2023 and the $213,000 wired to Fletcher Jones Motorcars on September 11, 2023, both of which constitute government trust property diverted without

Spend Plan authorization or Clause 19.7 approval. Third, the "always have been" characterization is retroactive to September 8, 2023 — the date the advance landed. Every failure to enforce the Spend Plan and Clause 19.7 was therefore a knowing failure to protect funds HII had established in a signed legal document as government trust property from the outset.

37. The Stop Work Order was issued December 22, 2023 — nine days before HII's fiscal year ended December 31, thirty-two days after Cyberlux's Q3 2023 filing showed the advance largely deployed. Atlantic Wave Holdings and Secure Community, LLC, in their Motion for Summary Judgment filed in the Interpleader on April 15, 2026 (Case No. 3:25-cv-00483-JAG, ECF No. 180), stated: "A dispute arose between HII, FEDSIM and CYBL over the utility of the drones in the battlefield theatre. A Stop Work order was issued December 22, 2023, just four months into the subcontract." The same filing characterizes the K8 as having been "theoretically" redesigned for battle readiness. These are sworn representations by a third-party litigant in a federal summary judgment proceeding. The drones' utility in their stated operating environment was in dispute from December 2023. HII, FEDSIM, and Cyberlux all knew this before the termination settlement was negotiated.

38. FEDSIM terminated HII's prime contract May 13, 2024. HII terminated the Cyberlux subcontract May 17, 2024 under Termination for Convenience. Under a genuine FFP contract, the government's legitimate payment at that point was for the 392 formally accepted drones at their DD250 prices — approximately $14,954,400, already funded

from the advance. The remaining Groups B, C, and D — the 1,608 units in varying states of assemblage — are the seller's problem under genuine FFP. The $22,776,605.40 unearned advance balance was immediately owed to the government at termination. HII had two additional rights under the termination terms: demand return of that unearned advance balance, and invoke Cyberlux's failure to submit a compliant settlement proposal within the subcontract's twenty-day window as forfeiture of settlement entitlement. In October 2024, HII filed in the Eastern District of Virginia stating it did not know what it owed and characterizing Cyberlux as nonresponsive — the legally correct FFP position. HII chose not to exercise either right.

39. On April 2, 2024 — six weeks before termination, nine months before Modification No. 4 required CO approval — Modification P00027 to the OASIS delivery order replaced the Contracting Officer. The incoming CO inherited the situation with no institutional memory of the original procurement decisions. On February 26, 2025 — four months after HII's own court filing characterized Cyberlux as nonresponsive, and 176 days after the Welter Declaration was publicly filed on PACER documenting $4,417,205.06 in specific unauthorized diversions of the $38.7 million advance — HII executed Modification No. 4, paying an additional $25,769,369.03 for warehouse inventory under cost-type mechanics inconsistent with the FFP designation it had just defended in court. Modification No. 4 contained Clause 9, drafted by HII, contractually prohibiting Cyberlux from communicating with the U.S. Navy or GSA about the performance or termination of the subcontract. Both signatories — HII and Cyberlux

through Schmidt — had documented knowledge of the trust character of the funds whose diversion Clause 9 was preventing the CO from independently examining: HII through its Legalist assignment drafting (¶36); Schmidt through his execution of Section 6.5 of the Subcontract Statement of Work. Clause 9 is not a process management provision. It is a deliberate information exclusion mechanism designed to prevent communications between Cyberlux and the government CO that could expose the unauthorized diversion and misuse of congressionally appropriated FMF funds — funds HII's own signed instrument had established as government trust property from the moment of disbursement. HII was the sole point of contact for the CO whose statutory function under FAR 49.108-3 was to independently review and approve that settlement. Total government expenditure on this procurement: $64,469,969.03. Schmidt's own filed spreadsheet acknowledges $22,776,605.40 of that was "To USG." Modification No. 4 does not attempt to recover it.

40. The documented unauthorized disbursements from the FMF advance — as enumerated in ¶31 and totaling $7,417,205.06 including the Datron acquisition wire — each constituted a material breach of the subcontract's trust provisions under Section 6.5 of the SOW, FAR 32.402(b), and Clause 19.7's prior authorization requirement. Under FAR 49.401 and FAR 49.402, material breach of a government subcontract's trust property provisions triggers default termination rights. A contractor that has materially breached a government trust property obligation is not entitled to the settlement mechanics applicable to termination for convenience. HII had constructive knowledge of

the documented breaches through the Welter Declaration — publicly available on PACER for 176 days before Modification No. 4 was executed — and through its own advance payment surveillance obligations under FAR 32.409-3, which required HII to monitor Cyberlux's use of the advance and report irregularities to the Contracting Officer. Rather than exercising its default termination rights — which would have extinguished Cyberlux's settlement entitlement and triggered the government's cost recovery rights against a defaulting contractor — HII negotiated a termination for convenience settlement paying Cyberlux an additional $25,769,369.03. The submission of a termination for convenience settlement when HII had constructive knowledge of material breaches requiring default termination, to a CO whose independent examination was prevented by HII's own contractual drafting, constitutes a false claim under 31 U.S.C. § 3729. The government's total documented recovery interest — combining the unauthorized advance disbursements of $7,417,205.06 and the improperly authorized convenience settlement of $25,769,369.03 — reaches approximately $32,786,574.06, exclusive of the government's broader claim to the $64,469,969.03 in total contract expenditure acknowledged in Schmidt's own filed spreadsheet.

41. The Factory Acceptance Test process produced two sets of DD250 Material Inspection and Receiving Reports bearing the digital signatures of Collin Ramsey and Samuel Wilson, mechanical engineers of the Naval Surface Warfare Center, Crane, Indiana — dated November 29, 2023 and December 12, 2023, respectively, and filed in the Interpleader as Case No. 3:25-cv-00483-JAG, ECF No. 178. Ramsey and Wilson

certified that 392 complete K8 UAS units met the technical acceptance criteria specified in the subcontract. Their certifications are not in dispute. Ten days after the second acceptance date, on December 22, 2023, the Stop Work Order issued — attributed to "questions regarding the drone's capabilities." The K8, procured at a commission-embedded unit price of $39,428.71, cost approximately forty times what Ukraine's domestic drone production programs were spending to field comparable unmanned systems in the same operational environment. The drones met their technical specification. They did not meet the battlefield utility standard the procurement was designed to serve. That capability failure is the presentable story — the one that could survive a contracting officer's review, a congressional inquiry, and a GAO audit. The financial story is worse. In the window between the first acceptance date of November 29, 2023 and the Stop Work Order of December 22, 2023, HII had both the opportunity and the regulatory obligation to review Cyberlux's advance payment utilization against the approved Spend Plan. FAR 32.409-3 required HII to maintain surveillance of that utilization throughout the advance period. By November 29, 2023, the documented unauthorized disbursements from the $38.7 million advance — including the $3,000,000 Datron acquisition wire, the $213,000 Fletcher Jones wire, the $994,460 G2G wire, and multiple personal transfers to Schmidt totaling more than $5,000,000 — had already occurred. Any financial review conducted during the FAT window would have revealed a spending pattern categorically inconsistent with drone procurement and production activity. Following the Stop Work Order, Schmidt continued drawing against the advance which was commingled with the company's operating funds, with transfers to Schmidt

and his associates continuing through April 2024 as documented in the Welter Declaration. The convenience termination settlement paying Cyberlux an additional $25,769,369.03 was not HII's preferred resolution. It was the only resolution that avoided putting HII's advance payment surveillance failure on the public record. Clause 9 — drafted by HII, executed by both parties — was the instrument that made that concealment viable by preventing the incoming Contracting Officer from independently examining the financial record the capability narrative had been papering over since December 22, 2023. Whether HII personnel discovered the financial irregularities during the FAT window — and if so, what was communicated internally and to whom — is a question for discovery.

42. The interpleader converted HII from a prime contractor with documented procurement failures into a discharged neutral stakeholder. Neither HII's 2023 nor 2024 annual reports mention Cyberlux in Note 14: Investigations, Claims, and Litigation, leaving the $78.8 million revenue reversal and the material contingent liability that full disclosure would have required off the books entirely while the OASIS+ vehicle — with $606 million obligated and an $813.8 million ceiling — continued to perform.

43. On March 12, 2026, Plaintiff was interviewed for approximately five hours at GSA Headquarters, Washington, D.C., by Special Investigators from the OIG of the General Services Administration and the OIG of the Department of Defense. The investigation was triggered by Plaintiff's reporting. Plaintiff has been a confirmed federal witness since March 12, 2026.

V. The Interpleader Record

44. HII's September 23, 2025 indemnification demand to Cyberlux (Case No. 3:25-cv-00483-JAG, ECF No. 144-3) characterizes this action as arising from Cyberlux's "intentional misconduct, negligence, or fraud" under Section 12 of the Subcontract. In its Motion for Relief in Interpleader (ECF No. 144), HII invoked Section 12 to seek reimbursement from the Interpleader fund for its own costs of defending against Plaintiff's allegations. HII cannot maintain in this Court that those claims fail to state a plausible cause of action while arguing in the Eastern District of Virginia that those same claims are serious enough to justify priority access to a contested fund.

45. Additional Interpleader record: Gonzalez's sworn declaration confirms the commission architecture (ECF No. 167-1); Schmidt's offer to Maadarani of $1,000,000 retention, $250,000 salary, and a board seat on July 2, 2025 is documented at ECF No. 171-1, pp. 25–27; Schmidt's sworn personal exposure is $22,776,605.40 (ECF No. 70-2); the AWH summary judgment brief confirming the battlefield utility dispute and Stop Work reason is ECF No. 180 (filed April 15, 2026).

VI. The Reporting Series, Prior Engagement, and Surveillance

46. From November 2024 through May 2026, Plaintiff published investigative articles at jacksonholt.com and cyberluxfiles.com documenting the advance fund diversions, the G-Wagon wire, the G2G wire, the commission ecosystem, the CTMC acquisition fraud, the FFP contract's structural contradictions, the $64 million total taxpayer cost, Cyberlux's

deteriorating financial condition, and the title and ownership questions surrounding the drone deliveries. Each factual claim has since been confirmed by sworn court filings or public government records. No defendant has submitted a retraction demand, correction request, or documented factual dispute to any article.

47. GA4 session data documents sustained, content-specific access to Plaintiff's publications from geographic locations consistent with defendants' documented addresses: Hampton Roads, Virginia (consistent with HII's operational footprint); London, Redhill, and Cambridge, England (consistent with Tucker's documented UK locations); Beirut, Lebanon (consistent with Maadarani's sworn declaration, ECF No. 163, Exhibit 1); Paris and Saint-Maurice, France (consistent with Tucker's residential address); and Greensboro, North Carolina. Hampton Roads went silent on May 27–28, 2025 and resumed June 12, 2025. (Exhibit D.)

48. SOF Week 2025 was held in Tampa, Florida in May 2025. Plaintiff operated from a chartered vessel. Anthony R. Gonzalez — 100% member of ARG Group LLC, whose $14.1M Interpleader claim rests on the assertion that "without ARG, there would be no Subcontract" — came aboard Plaintiff's vessel and engaged in multiple conversations while possessing knowledge of Plaintiff's identity. Plaintiff had active discussions with SOCOM Program Executive Office Tactical Information Systems (PEO TIS) regarding Plaintiff's personally developed platforms COEUS and PROTEUS.

49. GA4 records a fifty-two-minute Tampa session beginning at 5:16 AM EDT on May 10, 2025, opening on the TrellisWare article and traversing eight additional articles. At 2:34 PM EDT on May 10, 2025, Maadarani sent Plaintiff the surveillance riddle on their established WhatsApp channel. (Exhibit E.) The riddle identifies Plaintiff by pen name (JH) and legal name (JC). It was sent seventeen days before the May 27 campaign.

VII. The May 27, 2025 Campaign

50. On May 27, 2025, GA4 records six Paris sessions between 10:13 AM and 1:49 PM local time reading the receivership article, followed by three Beirut sessions reading the same article within a thirty-five minute window ending at 1:34 PM EDT. At 3:20 PM EDT, @RacketeerX launched. The campaign was pre-prepared. Its materials included: a formatted personal dossier containing Plaintiff's name, photograph, residential locations, email addresses, and phone numbers; Virginia corporate registry records; archived website comparisons; and a "Selector Attribution" table using intelligence-product formatting and purporting to show that "3rd party investigators" had identified backup accounts linked to Plaintiff's email addresses.

51. The campaign disclosed Plaintiff's real identity; published the identities, ages, and relational details of eight members of Plaintiff's family without consent, including two deceased family members; published a photograph of Plaintiff's residential building; deployed drag imagery and explicit insinuations falsely characterizing Plaintiff's pseudonymous authorial identity as a fraudulent female persona deployed to conceal

criminal conduct; tagged @SECGov and @TheJusticeDept in a coordinated attempt to weaponize regulatory agencies against a confirmed federal witness; directed false allegations of espionage and foreign-agent activity at Plaintiff and at WB Group of Poland; and amplified those allegations through a coordinated network of associated accounts. The campaign continued through further posts into July 2025 and has continued through related successor accounts to the present. @RacketeerX is the origin account.

52. The @RacketeerX account used as its profile image the exact custom bespoke mark of The Racketeer, operated by Gin and Ignorance Limited at 105 King's Cross Road, London WC1X 9LR — a bespoke inked eight-point star with radiating dots not in general circulation. Upon information and belief, the @RacketeerX account was operated, controlled, or facilitated by Tucker and/or G2G Global Ltd. and/or S3 Global LLC. The factual basis: G2G's registered office is 1.5 miles from The Racketeer; Paris sessions consistent with Tucker's residential address preceded the campaign; Tucker was publicly named fourteen days before the campaign; Tucker's publicly stated services describe precisely the campaign's function; and $994,460 in FMF-derived funds reached G2G nineteen months before the campaign launched. Plaintiff will seek discovery including subpoena of X/Twitter's account registration records and IP logs for @RacketeerX.

53. At 4:32 PM EDT on May 27, 2025 — one hour and twelve minutes into the active campaign — Maadarani sent Plaintiff a direct WhatsApp message on the established channel, attributing the campaign to Plaintiff, accusing WB Group of espionage "with the support of a foreign entity," and stating he would contact the United States Embassy to

report the alleged foreign interference. (Exhibit E.) Maadarani made this threat as the Public Chairman of OSAC Lebanon — a person with a formal, ongoing working relationship with the U.S. Embassy Beirut's Regional Security Officer through his State Department advisory role. The threat was operational, not rhetorical. The false espionage accusation was made by a person vetted by the Bureau of Diplomatic Security who, as a matter of professional expertise, understands precisely what genuine foreign intelligence activity looks like.

54. On June 14, 2025, the account identified as ORCA (@NBBLegend) posted explicit threatening communications directed at Plaintiff. ORCA's identity is known to Plaintiff. The ORCA communications are documented in Exhibit F. WB Group representatives confirmed in writing that they received multiple direct messages during the campaign repeating the espionage allegations.

VIII. The Nexus: Cover-Up, Retaliation, and Causation

55. The suppression campaign of May 27, 2025 was not coincidental to the financial fraud documented in Sections I through IV. Plaintiff's reporting was systematically dismantling the false narrative that Modification No. 4 and Clause 9 had been constructed to protect. By May 2025, Plaintiff had published the G2G wire, the commission ecosystem, the Watts dual role, the receivership, and the question of government drone ownership that pointed directly at the $64.47 million total expenditure and the $22,776,605.40 that Schmidt's own spreadsheet acknowledged was owed to the

government. Every defendant in this action — including HII as the party that structured and managed the Modification No. 4 settlement — had a documented institutional interest in that reporting being discredited before it completed the picture now documented in three federal proceedings. HII did not participate in the retaliation campaign, to Plaintiff's present knowledge. But the retaliation served HII's institutional interests as directly as it served Cyberlux's. The espionage accusation, if believed, would have destroyed Plaintiff's credibility with OIG investigators, with his professional clients in the NATO-aligned defence community, and with the public readership whose attention had been drawn to the government's $64 million expenditure on drones held in government storage and staged at a military air base, never operationally deployed. Clause 9 allegedly restricted what the Contracting Officer could see about the financial record of the enterprise. The suppression campaign attacked the person assembling what the public and federal investigators could see. Both mechanisms served the same concealment purpose. If Plaintiff had laid down, the Modification No. 4 narrative would have remained intact. The OIG investigation his reporting triggered might not have happened. The picture the AWH summary judgment brief has now put into the sworn federal record would have remained unassembled.

IX. Post-Campaign Surveillance and Ongoing Harm

56. Following the campaign, geographic traffic monitoring of Plaintiff's publications continued from nodes consistent with Tucker's and Cyberlux's networks. Successor accounts to @RacketeerX continued the campaign's narrative. On May 13, 2026,

Plaintiff transmitted formal written notice to Tucker as Director of G2G at the Paul Street address demanding cessation of all surveillance and intelligence collection, removal of all doxxing material, and data preservation. (Exhibit E.) The deadline expired without compliance or response.

57. The espionage accusation caused Plaintiff to self-protectively withdraw from his active discussions with SOCOM PEO TIS regarding COEUS and PROTEUS. In a community where counterintelligence awareness governs every professional interaction, a public accusation of foreign intelligence activity is operationally disqualifying. Continuing those discussions would have damaged Plaintiff's standing and potentially compromised his contacts. Publicly announced PEO TIS acquisition opportunities — including a wide-area surveillance RFP anticipated late May 2025, PM-ISS Industry Week in October 2025, and Technical Experimentation Event 25-3 in September 2025 — were specific windows Plaintiff's engagement had positioned him to pursue. He could not pursue them.

X. Watts's Dual Role

58. Pursuant to a Freedom of Information request, Plaintiff received copies of two messages submitted to Watts through Greensboro's official website contact form on June 26, 2025 — six days before Watts retired as City Attorney. Both messages, submitted using the email address bruce.mcdougall@linde.com, characterized Plaintiff's reporting as stock manipulation and requested that Watts pursue legal action. Watts received this

intelligence through his official government channel while simultaneously serving as City Attorney and undisclosed Cyberlux Special Counsel. Within approximately forty-eight hours of Plaintiff notifying Linde plc, the associated X/Twitter account was permanently closed. (Exhibit B.) As Cyberlux's de facto general counsel and apparent employee, Watts had institutional awareness of the coordinated campaign directed at Plaintiff. That awareness triggered an affirmative obligation, as a public official receiving intelligence about a confirmed federal witness through official government infrastructure while privately aligned with a named defendant, to refrain from facilitating or concealing ongoing retaliatory conduct. Watts's use of official governmental authority and infrastructure in connection with Cyberlux's interests, and his failure to take corrective action despite that institutional awareness, constitute the conduct giving rise to his liability in this action.

XI. The May 26, 2026 Corporate Transmission

59. On May 26, 2026, at 9:10 A.M. EDT — five days after Plaintiff transmitted notice to all counsel of record of the filing of Case No. 1:26-cv-00472 and provided a draft copy of the complaint by email — Cyberlux Corporation transmitted a multi-part thread via its verified corporate X account (@CyberluxC) to its followers, announcing the May 20, 2026 dismissal of Case No. 1:25-cv-00782-TDS-JGM (M.D.N.C.) and characterizing the legal environment as "materially improving." Post 5 of the thread specifically identified Plaintiff by his full legal name, James Curtin, and quoted U.S. District Judge Thomas D. Schroeder's language regarding fabricated citations. The thread omits that Judge

Schroeder issued a warning without sanctions and made no finding of bad faith. It does not reference Case No. 1:26-cv-00472, filed the day after the dismissal and noticed to all counsel by email with a draft copy five days before the post. Cyberlux's selective characterisation of Judge Schroeder's ruling — transmitted to 11,800 followers under the corporate account of a named defendant, identifying Plaintiff by legal name, omitting the absence of sanctions and the existence of the successor complaint — constitutes publication of a materially misleading characterisation of judicial findings to a documented investor audience. Within twenty-one minutes, identified prior campaign participants — including accounts that participated in the May 27, 2025 doxxing campaign — deployed the same harassment idiom against Plaintiff, with one account enumerating specific legal damage categories consistent with the claims in the new complaint noticed to all counsel five days earlier. The conduct of May 26, 2026 is consistent with ongoing retaliation against a confirmed federal witness in violation of 18 U.S.C. § 1513. (Exhibits H and I.)

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

60. In furtherance of the conspiracy described herein, Defendants committed the following overt acts:

(a) Maadarani: Beginning approximately 2022 — upon information and belief, Maadarani began advising Defendant Schmidt on the government drone contract opportunity in Ukraine while simultaneously employed at Datron World

Communications — the company Cyberlux would subsequently acquire using $3,000,000 in government trust funds on the first day of the advance. Maadarani thereby owed simultaneous and conflicting duties to Datron as its employee and to Cyberlux as its de facto business development advisor, while possessing inside knowledge of Datron's operations and capabilities that he deployed in service of its eventual acquirer. Maadarani's subsequent role as Chief Revenue Officer, holder of 3,000,000 restricted Series B shares, and Interpleader claimant of $1,062,576.98 confirms his centrality to the enterprise throughout.

(b) Blackerby and Cyberlux: Approximately March–April 2023 — a former HII Mission Technologies Corporation employee, identified upon information and belief as Shannon Blackerby, forwarded to Cyberlux Corporation an internal United States Navy electronic communication regarding the funding status and anticipated award of the HII-Cyberlux subcontract, providing Cyberlux with advance non-public knowledge of the government's funding approval and disbursement timeline approximately five months before the subcontract was executed. Notwithstanding the subcontract's express prohibition on either party hiring the other's employees, Blackerby maintained a Cyberlux email address, constituting a breach of the subcontract's anti-hiring provision. Upon information and belief, Cyberlux made payment to Blackerby from the FMF advance on September 8, 2023 and on multiple subsequent occasions.

(c) Watts, Schmidt, and Cyberlux: August 31, 2021 — Cyberlux publicly announced the acquisition of CTMC Drone Solutions as a third-party drone company. CTMC did not

exist on that date. The announcement was a materially false statement transmitted by wire to OTC Markets and investors, describing a non-existent entity as a going-concern acquisition target.

(d) Watts: September 27, 2021 — organized CTMC Drone Solutions LLC through NC Secretary of State while simultaneously serving as Cyberlux's Special Counsel, placing himself on both sides of the announced acquisition.

(e) Schmidt and Cyberlux: November 3, 2021 — issued 200,000,000 CYBL shares to Montague Capital Partners at $0.001 per share while publicly announcing those shares were consideration for the FBD Group acquisition at $0.10 per share.

(f) Schmidt and Cyberlux: September 8, 2023 — $3,000,000 interstate wire from FMF trust funds to acquire Datron World Communications, executed on the same day the advance landed. No Spend Plan authorization for a corporate acquisition appears in any public record. No Clause 19.7 prior written approval from HII has been identified. Documented in Case No. 3:24-cv-00482-RBM-VET, ECF No. 32-3, and Cyberlux OTC filings. Transaction enumerated at ¶31 (Datron acquisition wire).

(g) Schmidt and Cyberlux: September 11, 2023 — $213,000 wire to Fletcher Jones Motorcars, Newport Beach, California, from FMF trust funds, outside the Spend Plan, without Clause 19.7 authorization. Upon information and belief, based on information provided by a source with direct personal knowledge of the transaction, whose identity Plaintiff is prepared to disclose to the Court in camera upon request, this wire purchased

an up-armored Mercedes-Benz G-Wagon booked as a Cyberlux Corporation asset and subsequently transported to Lebanon, where it was operated by Maadarani. The source characterised the purchase as 'an incentive to Bill — an up-armored G-Wagon purchased as a CYBL asset that Bill is driving in LEB.' The vehicle constitutes government trust property under the Acknowledgment and Release and may be subject to forfeiture under 18 U.S.C. § 981. The Texas receivership did not recover this asset.

(h) Schmidt and Cyberlux: October 16, 2023 — $994,460 wire to G2G Global Ltd. from FMF trust funds, outside the Spend Plan, without Clause 19.7 authorization, to an entity incorporated seventeen days earlier with no subcontract nexus.

(i) Schmidt and Cyberlux: Ongoing through the reporting period — multiple OTC Markets filings falsely claiming 2,000 complete drone deliveries, directly contradicted by the DD250 record and the four-category inventory breakdown documented in Modification No. 4. See ¶34.

(j) Schmidt: May 15, 2025 — certified to OTC Markets that Cyberlux was not in any reorganization proceeding. Seven days later, a receiver was appointed.

(k) HII: April through June 2025 — transmitted Cyberlux's eight delivery invoices at the commission-embedded price of $39,428.71 per unit to FEDSIM under Task Order No. 47QFCA22F0039.

(l) HII and Schmidt/Cyberlux: February 26, 2025 — jointly executed Modification No. 4 containing Clause 9. HII drafted the clause. Schmidt signed it. Both parties had documented knowledge of the trust character of the advance funds and of the Welter Declaration's contents as established at ¶39. The settlement paid $25,769,369.03 in the opposite direction from the $22,776,605.40 Schmidt's own spreadsheet acknowledged as "To USG." As established at ¶40, the documented breach record required default termination under FAR 49.401 and 49.402; the submission of a convenience termination settlement through a Clause 9 channel that prevented independent CO examination of that record constitutes a false claim under 31 U.S.C. § 3729.

(m) Maadarani: May 10, 2025 — surveillance riddle WhatsApp message identifying Plaintiff by pen name and legal name.

(n) Tucker, G2G, S3, Maadarani, Cyberlux, Schmidt, and Cyclops: May 27, 2025 — @RacketeerX campaign. Upon information and belief, Tucker and/or G2G and/or S3 operated or controlled the account. The campaign disclosed Plaintiff's real identity; published a formatted personal dossier naming eight family members with ages and relational details, including a deceased family member; published a photograph of Plaintiff's residential building; deployed a false narrative characterizing Plaintiff's pseudonymous authorial identity as a fraudulent female persona used to conceal espionage and securities manipulation; and directed false espionage accusations at Plaintiff and WB Group. The @RacketeerX account tagged @SECGov and

@TheJusticeDept in an attempt to weaponize regulatory machinery against a confirmed federal witness.

(n-1) Maadarani: On or around June 9, 2025 — direct WhatsApp contact with Piotr Krystek of WB Group, forwarding the @RacketeerX campaign materials and the espionage narrative privately to WB Group's leadership while invoking Plaintiff's role as WB Group America's president. Maadarani's message specifically attributed the campaign to Plaintiff's institutional capacity — "As the president of WB America, I highly doubt he was doing it alone" — deploying the espionage accusation directly to Plaintiff's principal. Krystek's contemporaneous communication to Plaintiff described the contact as threatening and coercive, stating: "I had an impression that Bill is threatening to WBE that the damage was made and he already did some legal steps. And I think he is waiting for our decision/proposal." WB Group responded by publicly distancing itself from Plaintiff. A message was deleted from the Maadarani-Krystek exchange at 22:47 local time and is subject to discovery. (Exhibit K.)

(o) Maadarani: May 27, 2025, 4:32 PM EDT — WhatsApp message to Plaintiff during the active campaign deploying the espionage narrative, made in his capacity as OSAC Lebanon Public Chairman with direct formal access to U.S. Embassy Beirut. Simultaneously: (1) forwarded the campaign materials and espionage narrative to WB Group leadership via private WhatsApp; and (2) stated he would contact the United States Embassy to report alleged foreign interference by a NATO-allied defence company. The three simultaneous prongs — Jim Curtin as espionage target, WB Group

as institutional accomplice, and the U.S. Embassy as the reporting mechanism — constituted a coordinated attack on every dimension of Plaintiff's professional standing in a single afternoon.

(p) Watts: June 26, 2025 — received intelligence about Plaintiff through official government contact channel while serving simultaneously as City Attorney and undisclosed Cyberlux Special Counsel; used official government infrastructure to process that intelligence while privately aligned with Cyberlux's institutional interests and took no corrective action despite awareness of retaliatory conduct directed at a confirmed federal witness.

(q) Schmidt and Maadarani: July 2, 2025 — Schmidt offered Maadarani $1,000,000 retention, $250,000 salary, President title, and a board seat (ECF No. 171-1, pp. 25–27), maintaining the operational relationship between the two primary actors in the retaliation campaign.

CAUSES OF ACTION

COUNT I — NEGLIGENT OVERSIGHT (Against HII Mission Technologies Corporation)

61. Plaintiff realleges all preceding paragraphs. This count is brought as a common law negligence claim under North Carolina law. OASIS Unrestricted Pool 1 Section I.2.2, FAR 32.402(b), FAR 32.409-3, FAR 15.404, FAR 9.104-1, and Subcontract Clauses 19.7

and 27 define the applicable standard of care. Section 6.5 of the Subcontract Statement of Work established the trust character of all advance funds from contract execution — a duty HII memorialized in the signed Acknowledgment and Release of April 23, 2024 (Case No. 3:25-cv-00483-JAG, ECF No. 1, Exhibit 2), in which Cyberlux acknowledged under HII's direction that those funds "always have been Government property, held in trust for the benefit of the Government." HII's own published Supplier Code of Ethics and the compliance provisions embedded in OASIS Unrestricted Pool 1 independently impose additional duties of ethical oversight, anti-corruption compliance, and financial monitoring over subcontractor performance. HII's role in the events giving rise to this action did not end with the disbursement of the advance in 2023. By drafting Clause 9 of Modification No. 4 in February 2025, HII participated in an information-exclusion mechanism that prevented the Contracting Officer from independently examining the financial record underlying the termination settlement. HII was not a passive upstream steward of government funds. Its compliance failure allegedly armed the retaliation environment that made the campaign against Plaintiff possible; its Clause 9 drafting extended its role into the concealment architecture that followed. No federal statute is asserted as a cause of action.

62. HII breached its regulatory and contractual obligations at every stage of the procurement. It paid $39,428 per unit for a system with a $4,700 manufacturing cost without documented price analysis. It awarded the subcontract to a counterparty with forty prior financial judgments, an active civil judgment against the CEO, and a court-

ordered settlement in active default without documented financial responsibility assessment. It introduced advance payment mechanics into an FFP instrument and then deleted the segregated-account protections those mechanics require. It failed to enforce Clause 19.7, the but-for cause of $994,460 in FMF trust funds reaching Tucker's surveillance enterprise. When a dispute arose over the utility of the drones in the battlefield theatre, HII issued a Stop Work Order nine days before its fiscal year closed — deferring the formal failure out of its FY2023 disclosures — and then executed a termination settlement nine months later that paid $25,769,369.03 for warehouse inventory the government did not owe under the contract type stated on the cover page, through a CO channel HII controlled with Clause 9, while declining to recover the $22,776,605.40 in unearned advance owed to the government at termination. HII either reviewed Cyberlux's financial records during the FAT window and discovered the irregularities — establishing actual knowledge of material breaches that required default termination — or it did not, violating FAR 32.409-3's affirmative surveillance obligation. There is no third option. Either path establishes HII's liability. Total documented taxpayer cost: at least $48,545,974 above what genuine FFP termination mechanics would have produced.

63. The duty-breach-causation chain is direct and unbroken. HII had a duty to enforce the Spend Plan and Clause 19.7. HII breached both. Those breaches supplied the operational capacity for Tucker's surveillance enterprise: $994,460 of congressionally appropriated FMF trust funds reached a seventeen-day-old entity whose director's publicly stated

services are precisely intelligence gathering and risk suppression. That capacity was subsequently deployed to identify, surveil, and target Plaintiff. The risk created by HII's breach was not abstract financial mismanagement. It was the uncontrolled release of government trust funds to an unauthorized intelligence-and-surveillance actor operating within the same defence-procurement ecosystem Plaintiff was exposing. The harm that followed — a coordinated campaign deploying professional espionage accusations against a defence industry consultant in a market governed by counterintelligence awareness — was within the foreseeable scope of risk created by that specific breach. HII formally presented Plaintiff's case to a federal court as the predicate for recouping its own defense costs from the Interpleader fund (ECF No. 144). It cannot simultaneously maintain in this Court that the causal chain is implausible. As a direct and proximate result of HII's breaches, Plaintiff suffered the damages described herein.

COUNT II — CIVIL CONSPIRACY (Against Cyberlux, Schmidt, HII, Watts, Watts Law, Maadarani, Cyclops, Tucker, G2G, and S3)

64. Plaintiff realleges all preceding paragraphs. The defendants named in this count agreed, by unlawful means and for an unlawful purpose, to suppress Plaintiff's investigative reporting, retaliate against him for that reporting, damage his professional reputation and business relationships, disseminate accusations of espionage, and conceal the financial misconduct underlying this action from government scrutiny. As to HII, the conspiracy objective concerned concealment of procurement misconduct, preservation of the termination-settlement architecture, and exclusion of material information from the

government Contracting Officer's independent scrutiny. As to the campaign defendants — Cyberlux, Schmidt, Maadarani, Cyclops, Tucker, G2G, S3, Watts, and Watts Law — the conspiracy objective included retaliation, doxxing, defamation, and professional interference directed at Plaintiff personally. Each defendant committed overt acts attributed specifically above. Each had a documented financial or professional stake in the conspiracy's objectives. The defendants' choice of instrument is itself dispositive evidence of the conspiracy's purpose. If Plaintiff's conduct were actually criminal — espionage, securities manipulation, defamatory falsehood — Cyberlux had experienced counsel, Maadarani held OSAC credentials and formal embassy access, and Schmidt held CEO authority over a publicly traded company. Legal remedies existed and were accessible. They chose instead to dox, publish a family dossier, deploy imagery, construct a false espionage narrative, contact Plaintiff's principal privately with coercive demands, and weaponize regulatory agencies on social media. That choice — suppression rather than legal redress — establishes that the conspiracy's purpose was not to correct false reporting but to silence accurate reporting that threatened the enterprise's survival. As a direct and proximate result, Plaintiff suffered the damages described herein. Defendants are jointly and severally liable.

COUNT III — UNFAIR AND DECEPTIVE TRADE PRACTICES N.C. Gen. Stat. §§ 75-1.1, 75.16 and 75-16.1 (Against Cyberlux, Schmidt, Watts, Watts Law, Maadarani, Cyclops, Tucker, G2G, and S3)

65. Plaintiff realleges all preceding paragraphs. N.C. Gen. Stat. § 75-1.1 prohibits unfair or deceptive acts or practices in or affecting commerce. Section 75-16 provides a mandatory treble damages remedy. Section 75-16.1 provides for an award of reasonable attorneys' fees upon the required findings. The coordinated doxxing, publication of false espionage allegations, personal humiliation campaign, and direct interference with Plaintiff's client relationships through misrepresentation and intimidation constitute unfair and deceptive acts in or affecting commerce. As a direct and proximate result, Plaintiff suffered the damages described herein. Defendants are jointly and severally liable for treble damages, attorneys' fees, and costs.

COUNT IV — TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (Against Cyberlux, Schmidt, Watts, Watts Law, Maadarani, Cyclops, Tucker, G2G, and S3)

66. Plaintiff realleges all preceding paragraphs. Plaintiff maintained the following specific prospective business relationships with a reasonable expectation of continued economic benefit:

(a) WB Group of Poland: Active professional engagement materially diminished through two mechanisms: the public targeting of @WBGroup_PL in the @RacketeerX campaign, and Maadarani's direct private WhatsApp contact with WB Group leadership on or around June 9, 2025, in which he forwarded campaign materials and the false espionage narrative to Plaintiff's principal, specifically invoking Plaintiff's role as WB Group

America's president to imply institutional culpability and create coercive pressure for WB Group to repudiate Plaintiff. WB Group's contemporaneous response — "I just told him that we have nothing to do with it" — documents the distancing the campaign was designed to produce. (Exhibit K.)

(b) OTTO: Formally withdrew June 2, 2025 — six days post-campaign — in connection with COEUS and PROTEUS development and productization.

(c) Aurelian Industries: Formally withdrew May 29, 2025 — two days post-campaign — in connection with drone-related advisory activities.

(d) SOCOM PEO TIS: Active discussions regarding COEUS and PROTEUS ceased. Plaintiff self-protectively withdrew because a public espionage accusation is operationally disqualifying in the counterintelligence-conscious defense acquisition community.

67. Each named defendant intentionally interfered with these relationships through independently tortious conduct. As a direct and proximate result, Plaintiff suffered the specific business losses described herein. Defendants are jointly and severally liable.

COUNT V — FIRST AMENDMENT RETALIATION UNDER 42 U.S.C. § 1983

(Against Chuck Watts individually)

68. Plaintiff realleges all preceding paragraphs. Watts held the position of City Attorney of Greensboro and exercised the authority, infrastructure, and governmental credibility of

that office in the conduct described herein, receiving third-party intelligence about Plaintiff's protected reporting through his official government contact form and attending federal proceedings in a capacity consistent with Cyberlux's institutional interests. West v. Atkins, 487 U.S. 42, 49 (1988). Plaintiff's investigative reporting on the misuse of federally appropriated funds is speech on a matter of public concern protected by the First Amendment. Watts's use of official government infrastructure to receive intelligence about that reporting while privately aligned with a named defendant — and his failure to take corrective action despite institutional awareness of retaliatory conduct directed at a confirmed federal witness — constituted retaliation against Plaintiff for protected speech under color of state law. As a direct and proximate result, Plaintiff suffered the destruction of his pseudonymous authorial identity, a chilling of his protected reporting, and the professional and personal damages described herein. Plaintiff is entitled to compensatory and punitive damages and attorneys' fees pursuant to 42 U.S.C. § 1988.

COUNT VI — DEFAMATION PER SE (Against Cyberlux, Schmidt, Maadarani, Tucker, G2G Global Ltd., and S3 Global LLC)

69. Plaintiff realleges all preceding paragraphs. The @RacketeerX campaign — operated, upon information and belief, by Tucker and/or G2G Global Ltd. and/or S3 Global LLC — and Maadarani's May 27, 2025 WhatsApp message published as statements of fact, presented as true to a public audience: that Plaintiff was conducting a coordinated foreign intelligence operation against a United States defense company; that Plaintiff was acting as an agent of a foreign state-linked entity; that Plaintiff was engaged in deliberate

manipulation of Cyberlux's publicly traded securities; and that WB Group was engaged in espionage. The campaign falsely portrayed Plaintiff to a public audience as a spy, securities fraudster, and agent of a hostile foreign power. The adoption of a pseudonymous authorial identity — including one of a different gender, nationality, or age from the author — is a lawful and historically recognised literary practice protected by the First Amendment. The campaign's false characterization of that practice as evidence of fraud, securities manipulation, and espionage constitutes a defamatory false statement of fact, not protected commentary on Plaintiff's choice of pen name. These statements are false. Under North Carolina law, statements falsely imputing espionage, acting as a foreign agent, and securities manipulation are defamatory per se, as are statements that impeach a person in that person's trade or profession. The false espionage accusation directly attacked Plaintiff's professional standing as a defence industry consultant in a market governed by counterintelligence awareness. Tucker, G2G, and S3 are liable as publishers upon information and belief. Maadarani is additionally liable for his direct WhatsApp messages to both Plaintiff and to Piotr Krystek of WB Group — in which he delivered the false espionage narrative privately to Plaintiff's professional principal with an implied coercive demand that WB Group repudiate Plaintiff. Cyberlux and Schmidt are liable through ratification, amplification, and participation in the coordinated suppression campaign, including the May 26, 2026 corporate transmission and the overt acts pleaded above. All named defendants acted with actual malice. As a direct and proximate result, Plaintiff suffered the damages described herein, including the destruction of professional relationships, the loss of specific business opportunities, and

severe reputational harm that remains publicly accessible. Defendants are jointly and severally liable.

COUNT VII — INVASION OF PRIVACY — INTRUSION UPON SECLUSION

(Against Cyberlux, Schmidt, Maadarani, Cyclops, Tucker, G2G, and S3)

70. Plaintiff realleges all preceding paragraphs. The defendants named in this count conducted a sustained surveillance and intelligence-gathering operation directed at Plaintiff's private identity, communications, professional relationships, and publishing activities without his knowledge or consent, using capabilities funded by $994,460 in government trust funds. Maadarani's riddle — "Watching you closely, not daring to sleep" — is a direct admission of prior surveillance. The "Selector Attribution" table in the @RacketeerX campaign materials demonstrates professional intelligence-product methodology. Such intrusion would be highly offensive to any reasonable person. As a direct and proximate result, Plaintiff suffered the harms described herein. Defendants are jointly and severally liable.

COUNT VIII — INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against Cyberlux, Schmidt, Watts, Watts Law, Maadarani, Cyclops, Tucker, G2G, and S3)

71. Plaintiff realleges all preceding paragraphs. The sustained surveillance operation; the non-consensual public disclosure of Plaintiff's real identity to destroy his pseudonymous authorial platform; the coordinated public disclosure of the identities, ages, and relational

details of eight members of Plaintiff's family without consent, including a deceased family member, alongside false criminal accusations; the publication of a photograph of Plaintiff's residential building; the deliberate deployment of a two-pronged false narrative simultaneously designed to destroy Plaintiff's professional standing through espionage accusations and to portray him as mentally unstable and constitutionally deceptive through the false characterization of his lawful pseudonymous authorial identity as a fraudulent female persona deployed to conceal criminal conduct; the targeted destruction of Plaintiff's professional reputation and client relationships; and the continuing campaign through successor accounts constitute extreme and outrageous conduct exceeding all bounds tolerated by a civilized society. The double-tap architecture — two mutually reinforcing false narratives deployed simultaneously to render Plaintiff unbelievable to federal investigators, professional contacts, and any court — is evidence of specific intent to cause maximum harm. Defendants engaged in this conduct intentionally with full knowledge that severe emotional distress was the desired outcome. As a direct and proximate result, Plaintiff suffered severe emotional distress, documented medical episodes, anxiety, withdrawal from professional opportunities, and a profound chilling effect on his creative and professional activities. Defendants are jointly and severally liable.

COUNT IX — AIDING AND ABETTING TORTIOUS CONDUCT (Against Tucker, G2G, S3, Cyclops, Watts, and Watts Law)

72. Plaintiff realleges all preceding paragraphs. Tucker, G2G, S3, and Cyclops knew that the campaign of surveillance, doxxing, defamation, personal humiliation, and professional interference constituted tortious conduct. By providing surveillance, monitoring, and suppression services funded by $994,460 in government trust funds, these defendants provided substantial assistance enabling the torts described herein. Watts knew that the retaliatory conduct directed at Plaintiff was tortious. His use of official government infrastructure to receive and process intelligence about Plaintiff's activities while privately aligned with Cyberlux's institutional interests, and his failure to take corrective action despite awareness of ongoing retaliatory conduct directed at a confirmed federal witness, constitutes substantial assistance to the primary tortfeasors. Defendants are jointly and severally liable.

COUNT X — CIVIL RICO UNDER 18 U.S.C. §§ 1962(C), 1962(D), AND 1964(C) (Against Cyberlux, Schmidt, HII, Watts, Watts Law, Maadarani, Cyclops, Tucker, G2G, and S3)

73. Plaintiff realleges all preceding paragraphs. 18 U.S.C. § 1964(c) provides an express private right of action for persons injured by reason of a violation of § 1962.

74. The Enterprise. The named defendants constitute an association-in-fact enterprise (the "Cyberlux Enterprise") within the meaning of 18 U.S.C. § 1961(4), engaged in and affecting interstate and foreign commerce. The enterprise's founding architecture is documented in Schmidt's August 31, 2021 OTC announcement describing a drone

company that did not exist, Watts's September 27, 2021 organization of that entity, and the October 8, 2021 share issuance to Watts — and in Schmidt's April 14, 2022 iMessage to Gonzalez establishing the commission pricing and the "no go direct" design — as documented in ARG Group LLC's sworn Gonzalez Declaration in the Interpleader (Case No. 3:25-cv-00483-JAG, ECF No. 167-1, Exhibit B, ARG-0048) — transmitted seventeen months before the subcontract was signed and eighteen months before the FAR 52.203-5 warranty was made to FEDSIM under OASIS Section I.2.2.

75. HII's participation. HII conducted and participated in the affairs of the Cyberlux Enterprise through the following: (a) failing to enforce the Spend Plan and Clause 19.7, as established at ¶35 — the direct but-for cause of $994,460 in FMF trust funds reaching Tucker's surveillance enterprise and, through Tucker, financing the retaliation against Plaintiff; (b) transmitting Cyberlux's commission-embedded invoices at exorbitant markup to FEDSIM under Task Order No. 47QFCA22F0039 while maintaining the FAR 52.203-5 warranty that no contingent fee arrangements existed, an affirmative representation HII had a regulatory duty to verify before each transmission; (c) drafting and executing Clause 9 of Modification No. 4 — an overt act demonstrating HII's knowledge that there was information the government CO should not independently obtain, executed with documented knowledge of the Welter Declaration's contents as established at ¶39; and (d) executing a $25,769,369.03 convenience termination settlement when constructive knowledge of the documented material breaches required default termination under FAR 49.401 and 49.402, as established at ¶40, while making no

attempt to recover the documented diversions or disclose them to the CO. HII is alternatively liable as a RICO conspirator under 18 U.S.C. § 1962(d): under Salinas v. United States, 522 U.S. 52 (1997), a § 1962(d) conspirator need not satisfy the Reves operation-or-management test, and RICO conspiracy does not require proof of an overt act. HII's knowledge of the enterprise's unlawful objective and its agreement to facilitate that objective may be inferred from its trust-property knowledge, invoice transmissions, termination-settlement conduct, and Clause 9 information-exclusion drafting.

76. Pattern of Racketeering Activity. The following predicate acts are related by common purpose and continuous from August 2021 through at least May 2026 — nearly five years:

(a) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 0a — CTMC False Announcement): August 31, 2021 — Schmidt transmitted by wire to OTC Markets a materially false announcement of the acquisition of CTMC Drone Solutions, an entity that did not exist. The announcement manufactured an acquisition narrative that served as the foundation of Cyberlux's capability claims and was used to induce investor confidence and later government contracting relationships.

(b) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 0b — FBD Share Diversion): November 3, 2021 — Schmidt transmitted by wire OTC filings representing that 200,000,000 shares were consideration for the FBD Group acquisition at $0.10 per share, while the same

shares were actually issued to Montague Capital Partners at $0.001 per share. Each wire transmission carrying this false representation is a separate predicate.

(c) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 1 — Founding Pricing Transmission): April 14, 2022 — Schmidt transmitted the prohibited commission pricing architecture by interstate electronic message, establishing the scheme seventeen months before contract award, as documented in ARG Group LLC's sworn Gonzalez Declaration (Case No. 3:25-cv-00483-JAG, ECF No. 167-1, Exhibit B, ARG-0048).

(d) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 2 — Datron Acquisition): September 8, 2023 — $3,000,000 interstate wire from government trust funds to acquire Datron World Communications, executed the day the FMF advance landed. No Spend Plan authorization for a corporate acquisition appears in the public record; no Clause 19.7 authorization from HII has been identified. Documented at ¶31 and Case No. 3:24-cv-00482-RBM-VET, ECF No. 32-3. The largest single unauthorized disbursement from the advance; product incompatibility with the drone contract established in Plaintiff's OIG interview of March 12, 2026.

(e) Wire Fraud, 18 U.S.C. § 1343 (Predicate Acts 2a–2r — Welter Declaration Disbursements and Fletcher Jones Wire): The Welter Declaration (Case No. 3:24-cv-00482-RBM-VET, ECF No. 29-1) documents seventeen specific unauthorized wire and electronic fund transfers totaling $4,417,205.06 between September 8, 2023 and April 11, 2024, enumerated at ¶31, each without Spend Plan authorization or Clause 19.7 approval

and each a separate § 1343 predicate act. The September 11, 2023 wire of $213,000 to Fletcher Jones Motorcars (¶31 transaction (3), ¶60(g)) — which upon information and belief purchased an up-armored G-Wagon for Maadarani, government trust property subject to forfeiture under 18 U.S.C. § 981 — is designated Predicate Act 2a. Combined with the Datron acquisition wire, total documented unauthorized disbursements reach $7,417,205.06 within 215 days of the advance landing.

(f) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 3 — G2G): October 16, 2023 — $994,460 international wire from government trust funds to G2G Global Ltd., outside the Spend Plan, without Clause 19.7 authorization, to a seventeen-day-old entity whose director's publicly stated services are precisely surveillance and intelligence gathering.

(g) Wire Fraud, 18 U.S.C. § 1343 (Predicate Acts 4a–4h — Delivery Invoices): April through June 2025 — HII transmitted eight delivery invoices at the commission-embedded unit price of $39,428.71 to FEDSIM by wire. Each invoice incorporated a price built around contingent fee arrangements the FAR 52.203-5 warranty certified did not exist. Manufacturing cost: $4,700 per unit. Each is a separate false claim under 31 U.S.C. § 3729 and a separate wire fraud predicate.

(h) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 5 — OTC False Delivery Filings): Ongoing through the reporting period — Cyberlux transmitted OTC Markets filings by wire containing the materially false claim that 2,000 complete drones had been delivered.

The DD250 record and Modification No. 4 inventory establish only 392 were complete; 1,608 were in varying states of assemblage. See ¶34. Each filing is a separate predicate.

(i) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 6 — False OTC Certification): May 15, 2025 — Schmidt's electronic certification to OTC Markets that no reorganization proceeding was pending, seven days before a receiver was appointed.

(j) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 7(a) — Suppression Campaign): May 27, 2025 through at least May 2026 — interstate and international wire communications including X/Twitter, WhatsApp, and email used to execute the doxxing, defamation, and professional interference campaign designed to silence and discredit Plaintiff before his reporting completed the picture of the enterprise's financial architecture.

(k) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 7(b) — Corporate Suppression Transmission, May 26, 2026): As established at ¶59, Cyberlux Corporation transmitted a multi-part corporate thread to 11,800 followers announcing the dismissal of Case No. 1:25-cv-00782 while omitting Case No. 1:26-cv-00472, filed the following day and served on all counsel — with FedEx tracking number 872089735190 establishing actual knowledge (Exhibit H) — five days before the post. The transmission constitutes a wire communication of materially false and misleading investor information in furtherance of the enterprise's continuing suppression purpose and is consistent with retaliation against a confirmed federal witness in violation of 18 U.S.C. § 1513.

(l) Wire Fraud, 18 U.S.C. § 1343 (Predicate Acts 8(a)–8(d) — OTC Markets Material Omissions and Selective Disclosure): Cyberlux Corporation transmitted four wire communications to OTC Markets Group, Inc. constituting a continuous pattern of material omission and selective disclosure. The selective disclosure of the dismissal in Predicate Act 7(b) is internally self-defeating: if Case No. 1:25-cv-00782 was not material enough to disclose across three successive investor-facing filings, it was not material enough to announce its closure. Schmidt's personal certification of the 2025 Annual Report — under the OTC standard that the filing does not "omit to state a material fact necessary to make the statements made… not misleading" — while an active federal case against him personally remained pending and undisclosed, is the controlling document. The four predicate transmissions are:

Predicate Act 8(a) — Q3 2025 Quarterly Report, filed November 14, 2025: Case No. 1:25-cv-00782-TDS-JGM (M.D.N.C.) is not identified in the legal proceedings section. Filed while the action was pending and all defendants had been served.

Predicate Act 8(b) — 2025 Annual Report, filed March 31, 2026, signed and certified by Defendant Mark D. Schmidt as Principal Executive Officer: Case No. 1:25-cv-00782 is not identified in the legal proceedings section. The Annual Report discloses three other proceedings while omitting a fourth active federal proceeding in which Schmidt was a named defendant — an omission of a material

fact under Schmidt's own certification standard, transmitted by wire under his personal certification. (Exhibit I.)

Predicate Act 8(c) — Q1 2026 Quarterly Report, filed May 15, 2026: Case No. 1:25-cv-00782 is not identified in the legal proceedings section. Filed six days before Plaintiff filed the present action and six days before Plaintiff served all counsel with notice of the successor complaint.

Predicate Act 8(d) — Corporate X Post, May 26, 2026, 9:10 A.M. EDT: As described at ¶59 and Predicate Act 7(b), Cyberlux publicly announced the dismissal of Case No. 1:25-cv-00782 while omitting Case No. 1:26-cv-00472. Each of Predicate Acts 8(a) through 8(d) constitutes a separate wire transmission of materially false or misleading investor information in furtherance of the enterprise's concealment purpose. (Exhibit I.)

77. RICO Standing and Recoverable Injury. Plaintiff's recoverable injury under 18 U.S.C. § 1964(c) is injury to his business and property. Under Medical Marijuana, Inc. v. Horn, 604 U.S. 593 (2025), a civil RICO plaintiff may recover for business or property losses even where the predicate conduct also caused personal harm. In the defence and national-security advisory market, individual credibility, counterintelligence trust, and personal professional reliability are the commercial asset. Plaintiff's professional relationships were not corporate relationships mediated through an institutional brand. They were personal reputation-based engagements in which Jim Curtin's individual

credibility — his judgment, his network, and his standing in a market governed by counterintelligence awareness — was the deliverable. The false espionage accusations injured that asset directly, not derivatively through Carotank Road Holdings, Inc., which is not a plaintiff in this action. Plaintiff's recoverable RICO injury is confined to the following business and property losses: the destruction of commercial relationships with WB Group, OTTO, Aurelian Industries, and SOCOM PEO TIS, each of which terminated, materially diminished, or became commercially unavailable because Plaintiff could not continue the engagement without damaging his standing and compromising his contacts — all within days of the predicate wire communications; the loss of specific identified acquisition windows including a wide-area surveillance RFP anticipated May 2025, PM-ISS Industry Week in October 2025, and Technical Experimentation Event 25-3 in September 2025; and the destruction of Plaintiff's personal commercialization capacity for COEUS, PROTEUS, Cerameta, Anchor 5.0, and Equilibrium Drift 4.0, each personally owned and developed by Plaintiff. The doxxing campaign and false espionage accusations did not destroy the underlying technical concepts or assets; they destroyed Plaintiff's personal ability to commercialize those assets in the defence and national-security market by publicly associating him with espionage, foreign-agent activity, and stock manipulation — accusations that are operationally disqualifying in a market governed by counterintelligence trust. The personal attack destroyed the commercialization pathway, not the asset. Documented consolidated mid-case portfolio valuation: $73,000,000 in the accompanying declaration. Emotional distress, personal

harm, and the destruction of Plaintiff's pseudonymous expressive identity are pleaded under Count VIII and are not sought under this count.

78. Causation. Plaintiff's injuries flow directly and proximately from the pattern of racketeering activity. The causal chain is direct and unbroken: HII failed to enforce the Spend Plan and Clause 19.7, allowing $994,460 in government trust funds to reach Tucker's surveillance enterprise — the direct but-for cause of the retaliation against Plaintiff — and allowing additional unauthorized disbursements totaling $7,417,205.06, including the $3,000,000 Datron acquisition. Tucker's enterprise used those funds to identify, surveil, and target Plaintiff. The campaign executed by the named defendants destroyed Plaintiff's professional relationships and commercialization capacity for his personally owned IP platforms. The suppression campaign and Clause 9 served the same concealment purpose through parallel mechanisms — one against the government CO, one against the consultant whose reporting was completing the picture. The interpleader did not resolve the conspiracy. It completed it by converting the settlement proceeds into a distribution mechanism for private claimants whose arrangements violate DFARS 225.7303-4, while the government's $22,776,605.40 claim — acknowledged in Schmidt's own sworn spreadsheet — remains unrecovered. The enterprise's documented predicate conduct spans August 2021 through at least May 2026. As a direct and proximate result, Plaintiff is entitled to treble damages, attorneys' fees, and costs under 18 U.S.C. § 1964(c). Defendants are jointly and severally liable.

DAMAGES

79. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered the following damages in his personal capacity. In the defence and national-security advisory market, individual credibility is the commercial asset. Plaintiff does not sell a corporate product or institutional brand. He sells his own judgment, network, clearance posture, and personal reliability in a community where counterintelligence trust is the threshold criterion for any professional engagement. The false espionage accusations did not damage a corporate intermediary whose loss might flow derivatively to Plaintiff. They attacked Plaintiff's personal credibility directly — the very asset on which every commercial relationship and professional opportunity described below depended. All damages set forth herein are suffered by Plaintiff in his personal capacity.

(a) Specific business losses: WB Group — active engagement materially diminished. OTTO — withdrew June 2, 2025 (COEUS and PROTEUS). Aurelian Industries — withdrew May 29, 2025 (drone-related advisory). SOCOM PEO TIS — active discussions ceased; Plaintiff self-protectively withdrew.

(b) Loss of personal commercialization capacity: Plaintiff personally owns and developed COEUS, PROTEUS, Cerameta, Anchor 5.0, and Equilibrium Drift 4.0. The coordinated doxxing campaign and false espionage accusations did not destroy the underlying technical concepts; they destroyed Plaintiff's personal ability to commercialize those assets through the personal credibility, trust relationships, acquisition access, and counterintelligence confidence required in the defence and national-security market. The

personal attack destroyed the commercialization pathway. Consolidated portfolio mid-case valuation: $73,000,000, documented in the accompanying declaration.

(c) Authorial identity destroyed: Irrevocable destruction of the Jackson Holt pen name and the pseudonymous expressive identity Plaintiff built over years as a vehicle for personal narrative and investigative expression. Jackson Holt was not a commercial asset; it was an expressive identity. Its destruction — through the non-consensual disclosure of the identity behind it — constitutes severe personal harm and an irreversible violation of Plaintiff's right to speak under a chosen identity on matters of public concern.

(d) Reputational harm: Severe and ongoing reputational harm from false espionage, foreign agent, gender identity, and securities manipulation characterizations that remain publicly accessible.

(e) Chilling effect: Plaintiff self-protectively withdrew from professional opportunities — including SOCOM PEO TIS engagement — he otherwise would have pursued.

(f) Emotional distress and personal harm: Severe emotional distress, anxiety, and psychological harm including documented medical episodes; profound harm from the targeted personal humiliation campaign including the deliberate false characterization of Plaintiff's lawful pseudonymous authorial identity as a fraudulent female persona deployed to conceal criminal conduct; and distress from the non-consensual publication of the identities, ages, and relational details of eight family members, including a deceased family member and an 89-year-old relative.

(g) Continuing harm: The campaign continues through successor accounts. Surveillance monitoring documented through May 2026.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff James Curtin respectfully requests:

80. Compensatory damages not less than $20,000,000, subject to proof at trial;

81. Treble damages under N.C. Gen. Stat. § 75-16 (Count III) and 18 U.S.C. § 1964(c) (Count X);

82. Punitive damages for willful, malicious, and retaliatory conduct;

83. Injunctive relief: (a) permanent cessation of all surveillance, monitoring, and intelligence collection directed at Plaintiff, his family, his professional entities, and his clients; (b) removal of all doxxing material and successor campaign content; and (c) full disclosure and preservation of all collected data;

84. Attorneys' fees and costs pursuant to 42 U.S.C. § 1988 (Count V), N.C. Gen. Stat. § 75-16.1 (Count III), and 18 U.S.C. § 1964(c) (Count X); and

85. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff James Curtin demands a trial by jury on all issues so triable.

Respectfully submitted,

By: _____
James Curtin - Pro Se

James Curtin, Pro Se
12 Tobey Court
Pittsford, New York 14534
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CERTIFICATION

I declare under penalty of perjury that no attorney has prepared, or assisted in the preparation of, this document.

_____
James Curtin
May 6, 2026

CERTIFICATION PURSUANT TO FED. R. CIV. P. 11 AND LOCAL RULE 83.1

I, James Curtin, proceeding pro se, hereby certify that: (1) this First Amended Complaint is not presented for any improper purpose; (2) the legal contentions are warranted by existing law or nonfrivolous arguments for extending, modifying, or reversing existing law; (3) the factual contentions have or are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) no attorney has prepared or assisted in the preparation of this First Amended Complaint. I declare under penalty of perjury that the foregoing is true and correct.

James Curtin

May 27, 2026

EXHIBIT INDEX

Exhibit A: Notice to counsel of record dated April 20, 2026 — federal OIG engagement.

Exhibit B: Notification to Linde plc dated March 11, 2026, with FOIA-produced Greensboro contact form messages and @BruceMcDou67575 screenshot.

Exhibit C: Communications to Gin and Ignorance Limited (The Racketeer), London, dated April 23, May 1, and May 5, 2026.

Exhibit D: Google Analytics 4 session records for jacksonholt.com and cyberluxfiles.com through May 2026.

Exhibit E: Cease and desist notice to Carson John Tucker, G2G Global Ltd., May 13, 2026.

Exhibit F: @RacketeerX campaign screenshots, May 27, 2025 — dossier materials, Selector Attribution table, Maadarani WhatsApp messages, @USAfirstandonly June 5, 2025 threat, and ORCA June 14, 2025 communications.

Exhibit G: Timeline of investigative articles published under the pen name Jackson Holt, November 2024 through May 2026.

Exhibit H: Email from Plaintiff to all counsel dated May 21, 2026 — transmittal of this First Amended Complaint, FedEx tracking number 872089735190.

Exhibit I: Cyberlux Corporation @CyberluxC post of May 26, 2026, and subsequent posts by identified campaign participants.

Exhibit J: Plaintiff's Independent Citation Verification, prepared under 28 U.S.C. § 1746.

Exhibit K: WhatsApp exchange between Defendant Maadarani and WB Group leadership, on or around June 9, 2025.

Interpleader and prior MDNC filings incorporated by reference: HII Mission Technologies Corp. v. Cyberlux Corporation et al., Case No. 3:25-cv-00483-JAG (E.D. Va.), ECF Nos. 41, 70-2, 144, 144-3, 163 Ex.1, 167-1, 171-1 pp. 25–27, 178, 180, 186, 212–213. Curtin v. Watts et al., Case No. 1:25-cv-00782-TDS-JGM (M.D.N.C.), ECF No. 65. Subcontract No. P000043846 and Modification No. 4 (Exhibit 4 and Exhibit 2, Case 4:25-cv-01689, S.D. Tex.).

CERTIFICATE OF SERVICE

I hereby certify that on May 27, 2026, I filed the foregoing First Amended Complaint with the Clerk of the United States District Court for the Middle District of North Carolina by delivering a physical copy to the Clerk's office. Service on each Defendant will be effectuated pursuant to Rule 4 of the Federal Rules of Civil Procedure.

_____ James Curtin Plaintiff, Pro Se

May 27, 2026