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. _____ COMPLAINT JURY TRIAL DEMANDED

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 as a last resort.

3. Each defendant had a documented financial stake in that reporting not being believed. Defendant Schmidt faced personal 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. The May 27, 2025 campaign was motivated.

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. That message is prior documented evidence of surveillance, identification, and coordinated awareness.

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-prepared campaign. It disclosed Plaintiff's real identity; published his children's personal identifying information without consent; deployed imagery and insinuations targeting Plaintiff through mockery of protected characteristics as instruments of personal humiliation; directed false allegations of espionage at Plaintiff and at WB Group of Poland; and amplified those allegations through a coordinated network of associated accounts. 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. HII's failures were not merely negligent. 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 and taking the position that it owed Cyberlux nothing under the firm-fixed-price contract, 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 — 1,608 units in varying states of assemblage held at a government storage facility in Mechanicsburg, Virginia, and 392 complete units staged at Dover Air Force Base — involving drones that had been disputed as unfit for their stated purpose in the battlefield theatre. Total government expenditure: $64,469,969.03. 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. Both HII and every defendant in this action had an identical institutional interest in Plaintiff's reporting being discredited before it completed the picture that is now documented in federal court proceedings across three jurisdictions.

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.

CHOICE OF LAW

9. North Carolina substantive law governs Plaintiff's state-law claims. Under North Carolina's choice-of-law rule for tort claims, courts apply the substantive law of the state where the injury was sustained. SciGrip, Inc. v. Osae, 838 S.E.2d 334, 343 (N.C. 2020). The primary defendants are domiciled in North Carolina and the tortious conduct originated in this District. 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. To the extent the injury to Plaintiff's personal reputation, professional relationships, and intellectual property was sustained in New York rather than North Carolina, both states recognize each state-law claim asserted herein and apply substantially equivalent standards. The Court should apply forum law.

PARTIES

Plaintiff

10. Plaintiff James Curtin is an individual domiciled in the State of New York. He is the founder and principal of Carotank Road Holdings, Inc., a defence industry advisory. He publishes under the pen name Jackson Holt. 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.

Defendants

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 Special Counsel to Cyberlux — a dual role he did not disclose to the Greensboro City Council. Upon information and belief, Watts attended the March 26, 2026 settlement conference in the Interpleader (Case No. 3:25-cv-00483-JAG) and was characterized as attending 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 732 Ninth Street #553, Durham, North Carolina 27705 — a commercial mailbox rental unit, not a bona fide law office, in potential violation of Rule 8.4(c) of the North Carolina Rules of Professional Conduct. Watts's relationship with Cyberlux as an insider dates to September 2021: North Carolina Secretary of State records show that CTMC Drone Solutions LLC was organized on September 27, 2021 by Watts — twenty-seven days after Cyberlux publicly announced the acquisition of CTMC as a third-party drone company on August 31, 2021. Eleven days after organizing the entity his client was purportedly acquiring from an outside seller, Watts received 50,000,000 CYBL shares described as a "debt settlement" — worth approximately $2.7 million at the then-current trading price, roughly equivalent to the stated $2.275 million acquisition value. Watts Law, PLLC was

formed one month later, on November 9, 2021. Watts was simultaneously the buyer's counsel, the organizer of the seller's entity, and the recipient of consideration equivalent to the acquisition price, in a transaction publicly presented as an arm's-length third-party acquisition. The sale of Catalyst Machineworks LLC to Cyberlux closed at Watts Law PLLC on March 28, 2022. OTC Markets placed Cyberlux under Caveat Emptor status in December 2022, citing disclosure concerns including the 50 million share issuance to Watts.

17. Defendant Watts Law, PLLC is a North Carolina professional limited liability company, principal place of business 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, as confirmed in his own sworn declaration filed April 14, 2026 in the Interpleader (Case No. 3:25-cv-00483-JAG, ECF No. 163, Exhibit 1). His last known United States domicile was Michigan. At all relevant times he served as Chief Revenue Officer of Cyberlux and held 3,000,000 restricted Series B shares as of February 28, 2024. He has stated he began advising Schmidt and working to source the government subcontract from 2022. He filed a

motion to intervene in the Interpleader claiming $1,062,576.98 for his role in "securing and fulfilling" the subcontract, asserting his role was "paramount" (ECF No. 171). He is the sole organizer and owner of Cyclops Defense L.L.C. Maadarani publicly states a "comprehensive understanding" of the U.S. government Foreign Military Sales Procurement Process and International Traffic in Arms Regulations (ITAR) — the regulatory framework that includes the DFARS 225.7303-3 categorical prohibition on contingent fees in FMF-funded contracts. His stated expertise forecloses any claim of ignorance of the rules the commission ecosystem violated. Since January 2021, Maadarani has served as Public Chairman of the Overseas Security Advisory Council (OSAC) for Lebanon — a formal statutory partnership between the U.S. Department of State and the private sector, administered by the Bureau of Diplomatic Security, in which the Public Chairman works directly with the U.S. Embassy Beirut's Regional Security Officer and receives State Department security threat intelligence and analysis. He held this position throughout his entire tenure as Cyberlux's Chief Revenue Officer and throughout all events described in this Complaint. Since April 2025 — six weeks before the May 27, 2025 campaign launched — Maadarani has also served as Chairman of Republicans Overseas Lebanon, a political organization for U.S. citizens residing in Lebanon. The man who accused Plaintiff of acting as a foreign agent against American interests simultaneously chairs both the State Department's private sector security partnership for Lebanon and the Republican Party's overseas organization in that country. He is the sole organizer and owner of Cyclops Defense L.L.C.

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 entities' services as "risk suppression," "risk diversion," "boots on the ground direct action research and intelligence gathering," and "rear operational command and control for real-time facilitation." Tucker is a citizen of Michigan.

FACTUAL BACKGROUND

I. Operation Alpha: The Pre-Contract Architecture

21. Cyberlux had no direct DoD contracts after 2015 and its GSA Schedule contract was cancelled November 2, 2020. Beginning in 2021, Cyberlux undertook a program it called "Operation Alpha Acquisition Funds" — the company's own label, appearing in its 2021 OTC annual report — to manufacture the appearance of a defense contractor through a coordinated series of acquisition announcements, share issuances, and claimed subsidiary revenue.

22. Between August and December 2021, Cyberlux announced four acquisitions. Each supplied purported capability or geographic reach. The public record fails to show ordinary completion evidence at the level the stated values required:

> **CTMC Drone Solutions LLC:** Announced August 31, 2021 as the acquisition of an existing drone company for approximately $2.275 million. North Carolina Secretary of State records show CTMC was organized September 27, 2021 — twenty-seven days after the announcement — by Watts. The announced seller (Larson Isely) was not the organizer.

Eleven days after Watts organized the entity, he received 50,000,000 CYBL shares as a 'debt settlement.' At the then-current trading price of approximately $0.0542, those shares were worth approximately $2.7 million — roughly the announced acquisition price. Watts Law PLLC was formed one month later. The public announcement described a third-party acquisition. The public record shows the buyer's own counsel organized the entity, received consideration equivalent to the purchase price, and formed his law firm afterward.

FBD Group SH.P.K.: Announced October 7, 2021 as a $20 million acquisition with 200 million shares at $0.10 per share committed to FBD as consideration. No evidence in public filings shows FBD received those shares. The same 200 million shares were issued to Montague Capital Partners/Kalenja at $0.001 per share — a 99% discount to the publicly announced price — labeled 'debt settlement.' Montague now claims $3.5 million in the Interpleader for 'sourcing and negotiating' the HII subcontract. The announced consideration for FBD appears to have reached an undisclosed insider at a fraction of the stated value.

Havas Group SAS / Kreatx SH.P.K.: Announced October 29 and December 27, 2021, respectively, with aggregate stated values of $65 million. No verified share delivery, no entity verification for the described operations, and no documented revenue contribution has been identified in the reviewed public record. Kreatx was separated effective April 1, 2023 under undisclosed 'payment and equity terms.'

23. On December 22, 2021, 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 technology services IDIQ for the National Security Innovation Network — NAICS code 541330 (Engineering Services), Product Service Code R499 (Support Professional). Its 83 subcontractors are overwhelmingly professional services firms. HII used this vehicle to procure 2,000 military drones. The Cyberlux award — $78,857,414.20, August 29, 2023, “Procurement of 2,000 COTS Type UAS/Drone Systems” — was processed on Form TSF-P1922, Mission Technologies’ standard professional services template. The vehicle was designed for services. The template was designed for services. The procurement was hardware. HII announced this task order in its 2022 Annual Report as a flagship Mission Technologies achievement worth $826 million. The Cyberlux subcontract represented approximately 10% of that vehicle.

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. 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. 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.

28. 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.

III. The Commission Ecosystem and the False Certification

29. The commission ecosystem is established through sworn Interpleader filings. Every arrangement predated the subcontract. Every arrangement was contingent on contract proceeds. DFARS 225.7303-3 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 225.7303-3.

30. 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.

31. 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, Virginia — 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 alongside Patriot batteries, HIMARS, and Abrams tanks. 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 government storage. Each OTC Markets filing by Cyberlux 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

32. 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 draft documents required Cyberlux to maintain the advance in a segregated government-property account. HII accepted deletion of that provision before execution, while simultaneously applying government advance accounting standards to its own prime contracts.

> **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, or Fairwinds 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.

33a. 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. When HII deleted the segregated account requirement before signing, it removed the protective mechanism for trust property that Section 6.5 had already established. 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 the date the advance landed — September 8, 2023. HII's knowledge of the trust character of those funds was present throughout the entire period of the advance, including at the moment each unauthorized disbursement occurred. HII had obtained Cyberlux's signed acknowledgment of that characterization. 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.

33. 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 under oath: "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.

34. 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.

35. 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 weeks after Plaintiff's reporting publicly identified the government ownership question — 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. 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. The CO who approved $25,769,369.03 for inventory of drones disputed as unfit for battlefield use did so as the sole source of information on the transaction was the party with the most financial interest in the outcome. 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.

36. The interpleader converted HII from a prime contractor with documented procurement failures into a discharged neutral stakeholder. HII's Mission Technologies division reported "nearly $6 billion in total contract value" in new 2023 awards and "$12 billion in new contract awards" in 2024. Neither annual report mentions Cyberlux in Note 14: Investigations, Claims, and Litigation. The $78.8 million revenue reversal and the material contingent liability that would have arisen from full disclosure of HII's procurement failures did not appear. The OASIS+ vehicle — with $606 million obligated and an $813.8 million ceiling — continued to perform. The growth narrative remained intact. The investors never saw the problem.

37. 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

38. 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.

39. 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

40. 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.

41. 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.)

42. 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.

43. 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

44. 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.

45. The campaign disclosed Plaintiff's real identity; published his children's personal identifying information without consent; deployed imagery and explicit insinuations targeting Plaintiff through mockery of gender identity as an instrument of personal humiliation, directed at him by name; directed false allegations of espionage and stock manipulation 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.

46. 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.

47. 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.

48. 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

49. 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 an identical 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.

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

50. Following the campaign, geographic traffic monitoring of Plaintiff's publications continued from nodes consistent with Tucker's and Gonzalez'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.

51. 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

52. 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 duty to report client misconduct under Rule 8.3 of the North Carolina Rules of Professional Conduct and a duty not to facilitate or conceal ongoing tortious conduct. Watts's failure to act on that duty — and his use of official governmental authority and infrastructure in connection with Cyberlux's interests — constitutes the violation.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

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

(a) 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.

(b) 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.

(c) 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.

(d) Schmidt and Cyberlux: September 11, 2023 — $213,000 wire to Fletcher Jones Motorcars from FMF trust funds, outside the Spend Plan, without Clause 19.7 authorization, as a personal incentive to Maadarani.

(e) 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.

(f) 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.

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

(h) 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.

(i) HII: February 26, 2025 — executed Modification No. 4 containing Clause 9, silencing Cyberlux's independent communication with the CO during the FAR 49.108-3 settlement review, paying $25,769,369.03 for inventory of drones disputed as unfit for battlefield use, while carrying the notation in Schmidt's own spreadsheet that $22,776,605.40 was "To USG."

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

(k) 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.

(l) Maadarani: May 27, 2025, 4:32 PM EDT — WhatsApp message 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.

(m) Watts: June 26, 2025 — received intelligence about Plaintiff through official government contact channel while serving simultaneously as City Attorney and undisclosed Cyberlux Special Counsel; failed to report or prevent the retaliatory conduct of which he had institutional awareness.

(n) 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)

54. 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. No federal statute is asserted as a cause of action.

55. 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. Total

documented taxpayer cost: at least $48,545,974 above what genuine FFP termination mechanics would have produced.

56. 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 are the but-for cause of $994,460 of congressionally appropriated FMF trust funds reaching Tucker's surveillance enterprise. 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. HII's failure to enforce the Spend Plan conditions under FAR 32.402(b) — the document submitted by Cyberlux at contract award defining every permissible use of the $38.7 million advance — and its failure to enforce Clause 19.7's prior authorization requirement are the but-for causes of $994,460 in congressionally appropriated Foreign Military Financing funds reaching Tucker's surveillance enterprise. Those funds, government property held in trust under FAR 32.402(b), were used to finance the surveillance and retaliation campaign directed against Plaintiff. Congressional appropriations enacted to support a NATO partner's defense were diverted, through HII's breach of its Spend Plan and Clause 19.7 obligations, to fund the enterprise that identified, surveilled, and destroyed Plaintiff's professional life. HII's breach was not merely negligent. The trust characterization HII established in the April 23, 2024 Acknowledgment and Release — "always have been Government property" — reached back to September 8, 2023, the date the advance landed. Every unauthorized disbursement, including the G2G wire and the Fletcher Jones wire, was a diversion of funds HII's own signed document established as government trust property. HII's failure to enforce the Spend Plan and Clause 19.7

was a knowing failure to protect funds it had legally characterized as belonging to the government throughout.

COUNT II — CIVIL CONSPIRACY

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

57. Plaintiff realleges all preceding paragraphs. The defendants named in this count agreed, by unlawful means and for an unlawful purpose, to retaliate against Plaintiff for his investigative reporting, suppress that reporting, damage his professional reputation and business relationships, and conceal the financial misconduct underlying this action from government scrutiny. Each committed overt acts attributed specifically above. Each had a documented financial or professional stake in the conspiracy's objectives. 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 and 75-16

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

58. 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. 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)

59. 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 as a direct result of the campaign's false targeting of @WBGroup_PL.

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

(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.

60. 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)

61. 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 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 failure to perform his professional duty to report and prevent the retaliatory conduct of which he had institutional awareness — while using governmental authority to receive intelligence about that reporting — constituted retaliation against Plaintiff for protected speech. 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)

62. 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. These statements are false. Under North Carolina law, statements falsely imputing espionage, acting as a foreign agent, and securities manipulation are defamatory per se. Tucker, G2G, and S3 are liable as publishers upon information and belief. Maadarani is additionally liable for his direct WhatsApp message. All named defendants acted with actual malice. As a direct and proximate result, Plaintiff suffered the damages described herein. Defendants are jointly and severally liable.

COUNT VII — INVASION OF PRIVACY — INTRUSION UPON SECLUSION

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

63. 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 — INVASION OF PRIVACY — PUBLIC DISCLOSURE OF PRIVATE FACTS

(Against Cyberlux, Schmidt, Maadarani, Tucker, G2G Global Ltd., and S3 Global LLC)

64. Plaintiff realleges all preceding paragraphs. The @RacketeerX campaign — published, upon information and belief, by Tucker and/or G2G Global Ltd. and/or S3 Global LLC — disclosed Plaintiff's real identity and his children's personal identifying information without consent, and deployed imagery targeting Plaintiff through mockery of protected characteristics. Such disclosure is highly offensive to any reasonable person and serves no legitimate public purpose. As a direct and proximate result, Plaintiff suffered the privacy violations and associated damages described herein. Defendants are jointly and severally liable.

COUNT IX — INVASION OF PRIVACY — FALSE LIGHT

(Against Cyberlux, Schmidt, Maadarani, Tucker, G2G Global Ltd., and S3 Global LLC)

65. Plaintiff realleges all preceding paragraphs. The @RacketeerX campaign — published, upon information and belief, by Tucker and/or G2G Global Ltd. and/or S3 Global LLC — placed Plaintiff in the false light of a foreign intelligence operative, securities manipulator, and agent of a foreign state. Each characterization is false. Defendants acted with actual malice. As a direct and proximate result, Plaintiff suffered the damages described herein. Defendants are jointly and severally liable.

COUNT X — INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

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

66. Plaintiff realleges all preceding paragraphs. The sustained surveillance operation; the coordinated public disclosure of Plaintiff's children's identifying information alongside false criminal accusations; the deliberate deployment of gender identity mockery as an instrument of personal humiliation directed at Plaintiff by name; 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. 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 XI — NEGLIGENCE PER SE

(Against Watts and Watts Law, PLLC)

67. Plaintiff realleges all preceding paragraphs. As a licensed attorney, Watts was bound by the North Carolina Rules of Professional Conduct. Rule 1.7 prohibits representation involving a concurrent conflict of interest: Watts's simultaneous service as City Attorney and undisclosed Cyberlux Special Counsel, without disclosure or consent, violates Rule 1.7. Rule 8.3 requires a lawyer with knowledge that another lawyer has committed a violation raising a substantial question of fitness to report it. Rule 8.4(c) prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation. Watts's registration of a commercial mailbox rental unit at 732 Ninth Street #553 as his law office address constitutes a potential Rule 8.4(c) misrepresentation. His organization of CTMC Drone Solutions LLC while serving as the buyer's Special Counsel, and his receipt of shares equivalent to the acquisition price eleven days later, constitutes a further Rule 8.4(c) violation. Watts Law, PLLC is jointly and severally liable. As a direct and proximate result, Plaintiff suffered the damages described herein.

COUNT XII — AIDING AND ABETTING TORTIOUS CONDUCT

(Against Tucker, G2G, S3, Cyclops, Watts, and Watts Law)

68. 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 intelligence about Plaintiff's activities, and his failure to perform his professional duty to report client misconduct, constitutes substantial assistance to the primary tortfeasors. Defendants are jointly and severally liable.

COUNT XIII — 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)

69. 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.

70. 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.

71. 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, thereby allowing $994,460 in congressionally appropriated FMF trust funds to reach Tucker's surveillance enterprise — the direct but-for cause of the retaliation against Plaintiff; (b) transmitting Cyberlux's commission-embedded invoices at $39,428.71 per unit 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 — demonstrating HII's knowledge that there was information the government CO should not independently obtain, and constituting an overt act in furtherance of the enterprise's concealment purpose; and (d) executing a $25,769,369.03 termination settlement either having reviewed cost records that revealed the commission arrangements, or without reviewing them — in either case acting knowingly or with reckless disregard in furtherance of the enterprise's scheme to defraud the government. 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. Knowledge of the enterprise's scheme and an overt act in furtherance are sufficient. HII's drafting of Clause 9 establishes the overt act. HII's knowledge is established by its own April 23, 2024 Acknowledgment and Release (Case No. 3:25-cv-00483-JAG, ECF No. 1,

Exhibit 2), in which HII had Cyberlux acknowledge that all advance funds "always have been Government property, held in trust for the benefit of the Government" — a characterization retroactively covering every unauthorized disbursement including the G2G wire. HII knew the funds were government trust property, obtained a signed acknowledgment memorializing that knowledge, deleted the segregated account protections that would have preserved those funds, and then prevented the CO from independently examining what had happened to them. That is not passive service provision. That is active management of government trust property in furtherance of the enterprise's concealment purpose.

72. Pattern of Racketeering Activity. The following predicate acts are related by common purpose and continuous from August 2021 through at least January 2026 — more than four 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 — Fletcher Jones): September 11, 2023 — $213,000 interstate wire from government trust funds to Newport Beach automobile dealership, outside the Spend Plan, without Clause 19.7 authorization.

(e) 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 surveillance, suppression, and intelligence gathering.

(f) 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.

(g) 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 across four documented categories. Each filing is a separate predicate.

(h) 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.

(i) Wire Fraud, 18 U.S.C. § 1343 (Predicate Act 7 — Suppression Campaign): May 27, 2025 through at least January 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.

73. 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 of congressionally appropriated FMF trust funds to reach Tucker's surveillance enterprise; Tucker's enterprise used those funds to identify, surveil, and target Plaintiff; the campaign executed by the named defendants destroyed Plaintiff's professional relationships, authorial identity, and IP platform value. Congressional appropriations enacted to support Ukraine's defense were diverted through HII's breach of its Spend Plan and Clause 19.7

obligations to fund the enterprise that harmed Plaintiff. That is not an attenuated causal chain. It is a direct line from HII's specific regulatory breach to Plaintiff's specific injury, funded by the government trust funds HII was obligated to protect. 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. Every defendant had an identical institutional interest in both succeeding. The enterprise's documented predicate conduct spans August 2021 through at least January 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

74. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered the following damages 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) IP platform value destroyed: Destruction of commercialization potential for COEUS, PROTEUS, Cerameta, Anchor 5.0, and Equilibrium Drift 4.0. 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 professional reputation and readership built under that byline.

(d) Reputational harm: Severe and ongoing reputational harm from false espionage and securities manipulation allegations 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; and distress from the publication of his children's personal identifying information.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff James Curtin respectfully requests:

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

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

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

78. 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;

79. Attorneys' fees and costs pursuant to 42 U.S.C. § 1988 (Count V), N.C. Gen. Stat. § 75-16 (Count III), and 18 U.S.C. § 1964(c) (Count XIII); and

80. 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
(202) 878 2949
jim@carotankroad.com

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 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 Complaint. I declare under penalty of perjury that the foregoing is true and correct.

_____ May ___, 2026
James Curtin

EXHIBIT INDEX

Physical exhibits attached to and filed with this Complaint:

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

Exhibit B: Notification to Linde plc dated March 11, 2026, including City of Greensboro FOIA-produced messages submitted to Defendant Watts through the official government website contact form and @BruceMcDou67575 X/Twitter screenshot.

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

Exhibit D: Google Analytics 4 session record for jacksonholt.com and cyberluxfiles.com through May 2026 (all timestamps normalized to EDT).

Exhibit E: Formal cease and desist notice to Carson John Tucker, Director, G2G Global Ltd., 86-90 Paul Street, London EC2A 4NE, dated May 13, 2026.

Exhibit F: Screenshots of the @RacketeerX campaign of May 27, 2025, including: the opening post; the personal dossier materials; the Selector Attribution table; posts deploying personal humiliation content; Maadarani's May 27, 2025 WhatsApp message at 4:32 PM

EDT; the May 10, 2025 WhatsApp surveillance riddle; and documented ORCA (@NBBLegend) threatening communications of June 14, 2025.

Exhibit H: Timeline of investigative articles published by Plaintiff under the pen name Jackson Holt at jacksonholt.com and cyberluxfiles.com, November 2024 through May 2026.

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 ___, 2026, I filed the foregoing 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.

_____ May ___, 2026
James Curtin

Plaintiff