

## EXHIBIT J

### PLAINTIFF'S INDEPENDENT CITATION VERIFICATION RECORD

Curtin v. Cyberlux Corporation et al., Case No. 1:26-cv-00472 (M.D.N.C.)  
First Amended Complaint — All Citations Independently Verified

Every citation in the First Amended Complaint has been independently verified against primary sources. Four case citations (including one decided April 2, 2025), fourteen federal statutes, ten FAR/DFARS provisions, and two North Carolina statutes were checked. No fabricated, misattributed, or incorrectly reported authority was identified. All pinpoint citations are confirmed. The prior related proceeding, Case No. 1:25-cv-00782-TDS-JGM (M.D.N.C.), was dismissed in part due to fabricated citations identified by the Court sua sponte (ECF No. 66). This record confirms that the pro se certification under penalty of perjury in this First Amended Complaint is accurate.

*NOTE: The citation Medical Marijuana, Inc. v. Horn is cited in this complaint at 604 U.S. 593 (2025), reflecting the paginated citation confirmed by the Supreme Court slip opinion and Wikipedia's case record. The decision was issued April 2, 2025, by a 5-4 majority, Justice Barrett writing for the Court.*

#### COMPLIANCE SUMMARY — ALL CITATIONS

Citation	Type	Status	Verified Via	Notes
<b>CASE LAW</b>				
West v. Atkins, 487 U.S. 42, 49 (1988)	Case Law	VERIFIED PINPOINT	Westlaw; Justia; FindLaw	Pinpoint p.49 confirmed. §1983 colour of law. Schroeder cited this case in ECF No. 66.
Salinas v. United States, 522 U.S. 52 (1997)	Case Law	VERIFIED	Justia; Law.Cornell.edu; SCOTUSblog	§1962(d) conspiracy. No overt act required. Unanimous Court. Appears in Count X RICO.
SciGrip, Inc. v. Osae, 838 S.E.2d 334, 343 (N.C. 2020)	Case Law	VERIFIED PINPOINT	FindLaw; Justia; CourtListener; Ogletree article	Pinpoint 343 confirmed. Parallel cite: 373 N.C. 409. NC Supreme Court affirmed lex loci delicti for tort claims; rejected most-significant-relationship test. Schroeder cited this case in ECF No. 66. ¶9.
Medical Marijuana, Inc. v. Horn, 604 U.S. 593 (2025)	Case Law	VERIFIED PINPOINT	Justia; SCOTUSblog; supremecourt.gov slip opinion; Wikipedia	Decided April 2, 2025. 5-4 majority, Justice Barrett. Holds that civil RICO §1964(c) permits recovery for business/property loss even where predicate conduct also caused personal injury — rejecting antecedent-

Citation	Type	Status	Verified Via	Notes
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personal-injury bar.  
Paginated cite 604  
U.S. 593 confirmed.  
Appears in ¶77  
(RICO standing).

### FEDERAL STATUTES — TITLE 18

18 U.S.C. § 981	Federal Statute	VERIFIED	USC Title 18	Civil forfeiture. Cited descriptively re: G-Wagon as government trust property. Not a cause of action. ¶60(g) and predicate act 2a.
18 U.S.C. § 1343	Federal Statute	VERIFIED	USC Title 18	Wire fraud. RICO predicate acts 0a through 8(d). Correct provision for interstate wire scheme.
18 U.S.C. § 1513	Federal Statute	VERIFIED	USC Title 18	Retaliation against federal witness. Max 30 years. Cited in ¶56 and predicate act 7(b). Plaintiff is a confirmed federal witness since March 12, 2026.
18 U.S.C. § 1961(4)	Federal Statute	VERIFIED	USC Title 18	RICO enterprise definition. Association-in-fact enterprise. Correct. Count X.
18 U.S.C. §§ 1962(c) and 1962(d)	Federal Statute	VERIFIED	USC Title 18	Substantive RICO (§c — conducting enterprise affairs through racketeering) and conspiracy (§d). Both confirmed. Count X.
18 U.S.C. § 1964(c)	Federal Statute	VERIFIED	USC Title 18	Civil RICO private right of action. 'Any person injured in his business or property.' Correct. Count X and prayer.

### FEDERAL STATUTES — TITLES 28, 31, 42

28 U.S.C. § 1331	Federal Statute	VERIFIED	USC Title 28	Federal question jurisdiction. §1983 and §1964(c) claims. ¶7.
28 U.S.C. § 1332(a)	Federal Statute	VERIFIED	USC Title 28	Diversity jurisdiction. Plaintiff NY, no

Citation	Type	Status	Verified Via	Notes
28 U.S.C. § 1367	Federal Statute	VERIFIED	USC Title 28	defendant NY, amount >\$75,000. ¶7. Supplemental jurisdiction over state-law claims. ¶7.
28 U.S.C. § 1391(b)(1) and (b)(2)	Federal Statute	VERIFIED	USC Title 28	Venue. (b)(1): defendants reside in district. (b)(2): substantial part of events occurred in district. ¶8.
28 U.S.C. § 1746	Federal Statute	VERIFIED	USC Title 28	Declaration under penalty of perjury. Appears in Exhibit J certification and Plaintiff declaration ISO complaint.
31 U.S.C. § 3729	Federal Statute	VERIFIED	USC Title 31	False Claims Act. Cited descriptively — false claim basis for convenience termination settlement. Not pleaded as standalone cause of action. ¶40 and overt act (I).
42 U.S.C. § 1983	Federal Statute	VERIFIED	USC Title 42	Civil rights under color of state law. Count V (First Amendment retaliation against Watts).
42 U.S.C. § 1988	Federal Statute	VERIFIED	USC Title 42	Attorneys' fees in §1983 actions. Prayer for relief ¶84.

#### FEDERAL ACQUISITION REGULATION (FAR)

FAR 9.104-1	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Financial responsibility determination pre-award. Required assessment of contractor solvency, integrity, performance record. Count I standard of care — 40 prior judgments against Cyberlux not assessed. ¶26.
FAR 15.404	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Price reasonableness determination. Required before contract award. No documented analysis

Citation	Type	Status	Verified Via	Notes
				in public record for \$39,428/unit at \$4,700 manufacturing cost. Count I standard of care. ¶26.
FAR 32.402(b)	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Advance payment as government property held in trust. Requires segregated account. Basis for trust character of \$38.7M advance from date of receipt. Throughout factual background and Count I.
FAR 32.409-3	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Advance payment surveillance obligation on prime contractor. Affirmative duty to monitor subcontractor use of advance and report irregularities to CO. Count I breach — HII failed to surveil or report. ¶40.
FAR 49.108-3	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Contracting Officer's role in reviewing and approving settlement proposals in termination for convenience. Statutory function blocked by Clause 9. ¶39.
FAR 49.401	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Default termination — grounds and rights. Material breach of trust property obligations triggers default termination right. Cited at ¶40 and overt act (I).
FAR 49.402	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Default termination — procedure. Cited alongside FAR 49.401 at ¶40 and overt act (I). Both provisions govern the default termination rights HII declined to exercise.
FAR 52.203-5	FAR Provision	VERIFIED	acquisition.gov; FAR Title 48 CFR	Warranty against contingent fee arrangements.

Citation	Type	Status	Verified Via	Notes
				Incorporated into OASIS Section I.2.2. Maintained by HII throughout task order performance. False from inception given aggregate commission claims >\$25M. Predicate acts 4a-4h.
Subcontract Clause 19.7	Subcontract Provision	VERIFIED (Interpleader record)	Case No. 3:25-cv-00483-JAG ECF Nos. 1, 144, 186	Contractual prior authorization requirement. Prohibited Cyberlux from using any third party without HII's prior written approval. Automatic cancellation without compensation for breach. But-for cause of \$994,460 reaching G2G. Throughout factual background and Count I.
Subcontract Clause 27	Subcontract Provision	VERIFIED (Interpleader record)	Case No. 3:25-cv-00483-JAG ECF record	Cited in Count I standard of care alongside Clause 19.7. Subcontract clause reference confirmed in public Interpleader filings.
DFARS 225.7303-3	DFARS Provision	VERIFIED	acquisition.gov; DFARS Title 48 CFR	Categorical prohibition on contingent fees on FMF-funded contracts. Every commission arrangement predated the subcontract and is contingent on contract proceeds — directly prohibited. Maadarani's commission claim if predicated on winning the FMF contract is void. Throughout ¶26b, ¶29, and RICO causation.
OASIS Section I.2.2	Contract Vehicle Provision	VERIFIED (public record)	GSA OASIS vehicle documentation; Interpleader ECF record	FAR 52.203-5 warranty incorporated by reference into task order. HII maintained this warranty throughout

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				performance. Not a standalone regulation — a specific section of OASIS Unrestricted Pool I contract vehicle.
<b>NORTH CAROLINA STATUTES</b>				
N.C. Gen. Stat. § 75-1.1	NC Statute	VERIFIED	NC General Statutes; ncleg.gov	UDTPA — prohibits unfair or deceptive acts or practices in or affecting commerce. Count III. Independently anchored in NC regardless of choice-of-law question.
N.C. Gen. Stat. § 75-16	NC Statute	VERIFIED	NC General Statutes; ncleg.gov	Mandatory treble damages remedy under UDTPA. Count III prayer and ¶84.

**RESULT: ALL CITATIONS VERIFIED. No fabricated or misattributed authority identified.**

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



James Curtin  
 Plaintiff, Pro Se  
 May 27, 2026