

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

VENDETTA CYBER DEFENSE LLC,

Plaintiff,

vs.

LUCID BOTS, INC,

Defendant.

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
26-CVS-
26CV036048-590

COMPLAINT
Jury Trial Demanded

NOW COMES Plaintiff, Vendetta Cyber Defense LLC, by and through undersigned counsel, complaining of the Defendant, Lucid Bots Incorporated, and says and alleges as follows:

FACTUAL ALLEGATIONS

1. Vendetta Cyber Defense LLC ("Plaintiff") is a limited liability company organized and existing under the laws of the State of Pennsylvania that engages in business in North Carolina.
2. Lucid Bots, Inc ("Defendant") is, upon information and belief, a business corporation organized and existing under the laws of the State of North Carolina.
3. Upon information and belief, at all times relevant hereto, Defendant engages in business in Mecklenburg County, North Carolina, with its principal place of business and registered mailing address located in Mecklenburg County, North Carolina.
4. The Court has jurisdiction over the parties in this matter.
5. Venue is proper in Mecklenburg County, North Carolina.
6. Defendant was properly served pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.
7. Upon information and belief, Defendant is an artificial intelligence robotics company that programs and produces drones for the exterior cleaning and construction industries.
8. On January 10, 2024, Plaintiff and Defendant entered a contract, the Master Services Agreement for Manages Services and Procurement Services: Terms and Conditions (the "MSA") whereby Plaintiff agreed to provide cybersecurity services (the "Services") to Defendant.

9. On November 14, 2025, Plaintiff and Defendant entered an additional contract, the Lucid Bots-Managed Services Renewal (the "Contract"), to renew the Services provided by Plaintiff for Defendant for a one-year term.

10. Pursuant to the Contract, Plaintiff agreed to provide the following Services for Defendant to be billed monthly, for a total of \$3,085.00 per month:

- a. The Endpoint Basic platform to provide remote monitoring and management, and detection and responses to risks and threats;
- b. Managed Mobile Device Management to protect and manage mobile devices and Apple computers.
- c. Email Security to provide email protection and spam filters;
- d. Managed Detection and Response platform to provide 24/7 support and security; and
- e. Security Awareness Training to manage cybersecurity awareness and training for up to 100 employees.

11. Pursuant to the Contract, Defendant agreed to pay Plaintiff for the Services for a one-year term, which were to be billed monthly as stated hereinabove.

12. Plaintiff has provided all monthly Services pursuant to the Contract, and remains ready, willing, and able to provide all Services through the one-year term.

13. Defendant received invoices and other documentation for the services rendered.

14. Pursuant to the MSA, if Defendant terminates Plaintiff's Services without cause, then Defendant shall pay Plaintiff an amount equal to the sum of the services charges for the remainder of the term as a cancellation fee.

15. Since Plaintiff's February 2026 invoice to Defendant, and despite repeated requests from Plaintiff, Defendant is refusing to uphold its contractual obligation to pay for the sum of Plaintiff's monthly services through the remainder of the one-year term.

FIRST CAUSE OF ACTION

Breach of the Contract

16. Plaintiff adopts and incorporates the foregoing Paragraphs as if set forth verbatim herein.

17. Plaintiff and Defendant entered the Contract for Plaintiff's Services for good and valuable consideration.

18. Plaintiff has satisfied all obligations imposed by the Contract, and remains ready willing, and able to provide all Services to fulfill their remaining contractual obligation for the one-year term.

19. All conditions precedent for such work have been met, performed, waived, excused, or otherwise satisfied.

20. Plaintiff provided invoices and other documentation for payment to Defendant and requested payment for its Services pursuant to the Contract.

21. Defendant has failed to honor its contractual obligation and has breached the Contract by terminating Plaintiff's Services without cause and refusing to pay Plaintiff an amount equal to the sum of the service charges for the remainder of the one-year term.

22. As a result of Defendant's failure and refusal to pay the balance of the amount owed under the Contract, Plaintiff has suffered damages and is entitled to recover in the amount of Twenty-Four Thousand Six Hundred and 80/100 Dollars (\$24,680.00) for the sum of the services charges from March 2026 through October 2026, plus interest and reasonable attorney's fees and costs.

23. As result of Defendant's failure and refusal to uphold its contractual obligation through the one-year term, Plaintiff is entitled to recover in the amount of Twenty-Four Thousand Six Hundred and 80/100 Dollars (\$24,680.00) for the sum of the services charges for the remainder of the term, to November 14, 2026 pursuant to the Contract, plus interest and reasonable attorney's fees and costs.

24. Plaintiff is owed and is therefore entitled to a total judgment against Defendant in the principal amount of Twenty-Four Thousand Six Hundred and 80/100 Dollars (\$24,680.00), plus interest and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

Unjust Enrichment

25. Plaintiff incorporates the foregoing Paragraphs by reference as if set forth verbatim herein.

26. In the alternative, Defendant has become unjustly enriched at Plaintiff's expense.

27. Plaintiff conferred a non-gratuitous benefit in the form of cybersecurity services to Defendant, for which it has not been compensated for.

28. The Services were provided at Defendant's request.

29. The reasonable value of Plaintiff's Services to Defendant is Twenty-Four Thousand Six Hundred and 80/100 Dollars (\$24,680.00).

30. Based on the circumstances and given the history of working together, Plaintiff reasonably relied upon Defendant for payment and Defendant knew or had reason to know that Plaintiff was relying upon them for payment.

31. Defendant's conduct induced Plaintiff to provide cybersecurity services to Defendant.

32. Defendant has realized substantial value from the Services provided by Plaintiff.

33. It would be inequitable for Defendant to retain the benefits received from Plaintiff's Services without fully paying Plaintiff the value thereof.

34. Plaintiff is therefore entitled to a judgment against Defendant in the principal amount of Twenty-Four Thousand Six Hundred and 80/100 Dollars (\$24,680.00), plus interest and reasonable attorney's fees and costs.

WHEREFORE, Plaintiff prays unto the Court for judgment and relief as follows:

1. That Plaintiff have and recover an amount for \$24,680.00 from Defendant for the sum of charges for the remaining one-year term;
2. That the costs of this action be taxed to the Defendant;
3. That Plaintiff have and recover its costs and expenses, including reasonable attorneys' fees as allowed by law;
4. For a trial by jury on all issues so triable; and
5. For such other and further relief as the Court may deem just and proper.

This the 26th day of June, 2026.

Quia Nolle 9/6/0

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