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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Agreement page cites: the excerpt is 1 file page, but the agreement text refers to its own pages 1, 2, 4 and 5. I cited the agreement by section number and file page 1. Please check against the full agreement, including any notice-address, limitation-of-liability or dispute-resolution clauses not in the excerpt.
- Client name: the agreement and records say "Hollis Ridge Dental Group PLLC." The firm notes say "Hollis Ridge Dental Group." I used the PLLC form.
- Refund scope: Section 5 covers "fees paid for work not delivered," and three mockups were delivered on November 19, 2025. The February 9, 2026 email demanded all $16,000.00. The letter argues the mockups are unusable because no source files were provided. Please confirm that position.
- Notice and cure: the January 20, 2026 notice was by email only, and the cure date was February 6, 2026. Section 4 requires a "reasonable" cure date. Please confirm the contract's notice method and address, and that the date was reasonable.
- Termination versus completion: the client terminated on February 9, 2026, but the firm notes say it is open to Brightloom finishing if it can deliver right away. A post-termination offer could be argued to undercut the termination. Please decide whether to keep that paragraph and fill in the terms.
- Replacement costs: the Summit Pixel Works document is a quote dated February 20, 2026. Nothing shows it was accepted or paid, and its April 1, 2026 rush launch date may have passed. I did not calculate cover damages (for example, quote versus unpaid contract balance). Please decide how to present them.
- Answering service: only the $2,140.00 total is in the records, not the individual invoice amounts. The records label it "Temporary booking costs" but do not say in so many words that the missing booking tool caused it. Please confirm the link.
- Totals: the $16,000.00 fees total and the $30,000.00 quote total are as read from the records. I checked that the quote lines add up, but please verify both. That the third $8,000.00 installment was never paid is inferred from the $16,000.00 total paid.
- North Carolina law: all items marked [VERIFY] need checking (attorney fees, pre-judgment interest, replacement-cost and consequential damages, time-is-of-the-essence). No statute numbers are cited.
- Placeholders to fill: letter date, firm address and contact details, delivery method, Brightloom ZIP code, demand amount, response deadline, and any terms for immediate completion.

Pruitt Langford PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Kyle Ferrante, Owner
Brightloom Digital LLC
14 Foundry Lane, Suite 210
Carver Mills, North Carolina [ADD: ZIP]

Re: Breach of Website Development Services Agreement dated September 15, 2025; Hollis Ridge Dental Group PLLC; Launch deadline January 15, 2026

Dear Kyle Ferrante:

Introduction

We represent Hollis Ridge Dental Group PLLC ("Hollis Ridge") regarding the Website Development Services Agreement dated September 15, 2025 (the "Agreement") between Hollis Ridge and Brightloom Digital LLC ("Brightloom") [services_agreement.pdf p.1; firm notes]. Brightloom has not delivered a working website, a booking tool or an intake form, and Hollis Ridge has terminated the Agreement. This letter demands a refund and payment of the costs Hollis Ridge has incurred because of the breach.

The Agreement

Under Section 1, Brightloom agreed to design and build a new practice website with (a) a mobile-friendly site of up to 12 pages, (b) an online appointment booking tool linked to Hollis Ridge's scheduling software, (c) a secure new-patient intake form, and (d) launch on Hollis Ridge's domain [services_agreement.pdf p.1, Section 1].

Under Section 2, the total fee is $24,000.00, payable as $8,000.00 on signing, $8,000.00 on approval of the design mockups, and $8,000.00 on launch [services_agreement.pdf p.1, Section 2].

Section 3 set three milestones [services_agreement.pdf p.1, Section 3]:

- Milestone 1, design mockups delivered for approval: by October 31, 2025.
- Milestone 2, working site on a test server with the booking tool: by December 15, 2025.
- Milestone 3, launch: by January 15, 2026.

Section 3 also states: "Time is of the essence for the launch date, because Client is opening a second office on February 2, 2026" [services_agreement.pdf p.1, Section 3].

Section 4 provides that if a party breaches, the other party "shall give written notice describing the breach," the breaching party has "until the cure date stated in the notice, which shall be reasonable under the circumstances, to cure," and if the breach is not cured, the non-breaching party "may terminate this Agreement and recover its damages" [services_agreement.pdf p.1, Section 4]. Section 5 provides: "If Client terminates for Developer's uncured breach, Developer shall refund all fees paid for work not delivered" [services_agreement.pdf p.1, Section 5]. Section 6 provides: "The prevailing party in any dispute under this Agreement may recover its reasonable attorney fees" [services_agreement.pdf p.1, Section 6]. Section 7 provides that the Agreement is governed by the laws of North Carolina [services_agreement.pdf p.1, Section 7].

The Breach

Hollis Ridge performed its payment obligations. It paid $8,000.00 by ACH on September 16, 2025 and $8,000.00 by ACH on November 21, 2025, for a total of $16,000.00 [payments_and_replacement_quote.pdf p.1]. Brightloom did not perform. The record shows the following, in date order:

- October 31, 2025: the Milestone 1 deadline for design mockups passed without delivery. On November 3, 2025, Dr. Leah Okonjo asked when the mockups would arrive [services_agreement.pdf p.1, Section 3; email_correspondence.pdf p.1].
- November 4, 2025: you wrote, "Sorry, we're short a designer. Mockups by November 14, guaranteed" [email_correspondence.pdf p.1].
- November 19, 2025: you sent three page designs (home, services and contact), after both the October 31 deadline and the November 14 date you had guaranteed [email_correspondence.pdf p.1; payments_and_replacement_quote.pdf p.1].
- November 21, 2025: Dr. Okonjo approved the designs, sent the second payment, and asked you to confirm the test site was on track for December 15. On November 24, 2025, you replied, "Yes, on track" [email_correspondence.pdf p.1].
- December 15, 2025: the Milestone 2 deadline passed. On December 16, 2025, Dr. Okonjo reported, "There is nothing on the test server. The link shows a blank page" [services_agreement.pdf p.1, Section 3; email_correspondence.pdf p.1].
- January 5, 2026: Dr. Okonjo wrote that Hollis Ridge had heard nothing since December 16, and noted that launch was due January 15 and the new office would open February 2 [email_correspondence.pdf p.1].
- January 9, 2026: you wrote, "We hit problems with the booking tool. Need more time. I'll send a new schedule Monday" [email_correspondence.pdf p.1].
- January 15, 2026: the launch deadline passed. On January 20, 2026, Dr. Okonjo wrote that no schedule had been received and that the launch date had passed. She gave written notice of breach under Section 4 and stated that Brightloom must deliver the working site with the booking tool by February 6, 2026, or Hollis Ridge would terminate and seek a refund [services_agreement.pdf p.1, Section 3; email_correspondence.pdf p.1].

- February 9, 2026: Dr. Okonjo wrote that nothing had been delivered by February 6, terminated the Agreement under Section 4, and requested a refund of the $16,000.00 paid, citing Section 5 [email_correspondence.pdf p.1].

Brightloom has not replied to the January 20 or February 9 emails. Calls to Brightloom's office on February 12 and February 17, 2026 went to a full voicemail box [email_correspondence.pdf p.1]. Apart from the three mockups, Brightloom delivered no code, test site, booking tool or intake form [payments_and_replacement_quote.pdf p.1]. Hollis Ridge's second office was scheduled to open February 2, 2026 [services_agreement.pdf p.1, Section 3].

Damages

The fees Hollis Ridge paid to Brightloom are:

Item	Amount	Source
Payment 1, ACH, September 16, 2025 ("Website deposit")	$8,000.00	payments_and_replacement_quote.pdf p.1
Payment 2, ACH, November 21, 2025 ("Design approval")	$8,000.00	payments_and_replacement_quote.pdf p.1
Total (as read from the bills)	**$16,000.00**	payments_and_replacement_quote.pdf p.1

Hollis Ridge's replacement developer, Summit Pixel Works LLC of Carver Mills, North Carolina, quoted the following on February 20, 2026 for the work Brightloom failed to deliver:

Item	Amount	Source
New practice website, up to 12 pages, mobile friendly	$14,500.00	payments_and_replacement_quote.pdf p.1
Online booking tool linked to existing scheduling software	$9,200.00	payments_and_replacement_quote.pdf p.1
Secure new-patient intake form	$3,800.00	payments_and_replacement_quote.pdf p.1
Rush schedule fee to launch by April 1, 2026	$2,500.00	payments_and_replacement_quote.pdf p.1
Total (as read from the bills)	**$30,000.00**	payments_and_replacement_quote.pdf p.1

Summit Pixel Works reviewed the Brightloom mockups and cannot reuse them because no source design files were provided [payments_and_replacement_quote.pdf p.1]. The mockups therefore gave Hollis Ridge no usable value toward the replacement site. The unpaid balance under the Agreement was the $8,000.00 final installment, which was due on launch [services_agreement.pdf p.1, Section 2; payments_and_replacement_quote.pdf p.1]. Hollis Ridge's additional cost of replacement is the amount by which the replacement cost exceeds that unpaid balance: [ADD: cover damages calculation, to be confirmed by attorney] [VERIFY: North Carolina rule on recovery of replacement-cost and consequential damages].

Because the booking tool was not delivered, Hollis Ridge also paid for a temporary answering service to take appointment calls for the new office from February 2, 2026 through March 31, 2026. The Lineup Call Center invoices, dated February 28 and March 31, 2026, total $2,140.00 [payments_and_replacement_quote.pdf p.1].

Hollis Ridge also seeks its reasonable attorney fees under Section 6 [services_agreement.pdf p.1, Section 6] [VERIFY: North Carolina rule on recovery of attorney fees] and interest [VERIFY: North Carolina rule on pre-judgment interest]. Any further documented losses: [ADD: any other damages, with documentation].

Notice and Cure

Section 4 requires written notice of the breach and a reasonable cure date stated in the notice [services_agreement.pdf p.1, Section 4]. Hollis Ridge gave that notice on January 20, 2026, with a cure date of February 6, 2026. Brightloom did not cure by that date. Hollis Ridge terminated on February 9, 2026, and Section 5 now requires Brightloom to refund fees paid for work not delivered [email_correspondence.pdf p.1; services_agreement.pdf p.1, Section 5]. The Agreement does not fix a cure period in days. To the extent any further notice is required, this letter is written notice under Section 4 of the breaches described above, and the cure date is [ADD: response deadline].

Hollis Ridge would consider Brightloom completing the work only if Brightloom can deliver the complete, working site described in Section 1 immediately, on these terms: [ADD: terms and timeline for immediate delivery] [firm notes]. This is not a waiver of the termination or of any right or remedy.

Demand

Hollis Ridge demands that Brightloom pay [ADD: demand amount] by [ADD: response deadline]. Payment should be sent to this office at the address above. If Brightloom believes it can deliver the complete working site immediately, it must tell us in writing by the same date and provide a firm delivery date and the terms above.

If we do not receive payment or a written response by that date, Hollis Ridge will consider all available remedies, including legal action to recover its damages, interest and attorney fees. This letter is not a complete statement of the facts or of Hollis Ridge's claims. Hollis Ridge reserves all rights and remedies under the Agreement and North Carolina law.

Sincerely,

Daniel W. Langford
Pruitt Langford PLLC