FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

**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.

- Totals must be checked. Charter paid is $38,600.00 ($19,300.00 + $19,300.00). Replacement costs are $6,377.00 ($4,872.60 + $386.00 + $1,118.40). The combined figure of $44,977.00 is only a sum of the documented losses, not a demand figure. The demand amount and deadline are left as placeholders.
- The firm notes mention only airline tickets and hotel. The receipts also include $386.00 of ground transport, which the letter lists. Confirm the client seeks it, and confirm the extra hotel night and the return airfare are claimed.
- The replacement travel document is an internal summary prepared February 20, 2026 by Dana Pruitt, who is also one of the passengers. The underlying airline receipt, card statement, Ridgecrest Car Service receipt, invoice BAS-20931 and the "attached" meeting schedule are not in the file.
- The agreement does not define aircraft categories. "Lower category" is the client's position in its February 11 email. The documents also do not say the grounded jet was Summit Vale's, and the tail number was "to be confirmed." The letter makes no allegation against Summit Vale.
- The firm notes call Apex Meridian the "broker." The agreement is on Apex Meridian's letterhead, and Apex Meridian is the contracting party that promises the refund. The letter treats it as the contracting party. Confirm its role and the correct recipient (Simone Whitaker signed the agreement and sent the emails).
- Email gaps: the February 12 email has no "To" line, and the February 13 and March 2 emails lack sender or recipient details. "No refund received as of March 16, 2026" appears at the end of broker_emails.pdf with no stated source. Confirm the current status before sending.
- [VERIFY] items: federal aviation rules on charter operators and brokers, and the Tennessee rule on damages for breach of a charter agreement. The one-page agreement has no dispute-resolution or venue clause. Confirm there are no other terms.
- The deposit wire is dated January 6, 2026, and the invoice shows the deposit due January 5, 2026. Apex Meridian acknowledged payment in full, but confirm this is not an issue.
- The records show missed meetings but no dollar figure for them. The letter reserves rights only.
- Still to add: firm address, phone and email, date, delivery method, recipient name and address, Summit Vale address, claim number, demand amount, response deadline and payment instructions.

Ashby Vance & Rourke PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Apex Meridian Jet Partners LLC
[ADD: street address]
[ADD: city, state ZIP]

**Re: Demand for refund and damages, Charter Flight Agreement No. AMJ-2026-0117, Briarwood Equipment Group, Inc.; Invoice AMJ-INV-30882; Claim No. [ADD: claim number]; flight date February 12, 2026**

Dear [ADD: recipient name]:

**Introduction**

We represent Briarwood Equipment Group, Inc. about the charter agreement dated January 5, 2026 with Apex Meridian Jet Partners LLC ("Apex Meridian") for travel on February 12, 2026 [charter_agreement.pdf p.1]. Apex Meridian did not provide the aircraft it promised, and it has refused to refund the amounts our client paid. This letter demands a refund and payment of the replacement travel costs our client had to bear.

**The charter agreement**

Charter Flight Agreement No. AMJ-2026-0117 was signed on January 5, 2026 by Warren Delacroix, Chief Operating Officer, for our client and by Simone Whitaker, Charter Sales Director, for Apex Meridian [charter_agreement.pdf p.1]. Its terms include:

- Flight: depart Hollins Field, Halston Ridge, Tennessee at 7:30 am on February 12, 2026 and arrive at Port Avery Regional, Florida at approximately 9:45 am. Return on February 15, 2026 at 4:00 pm. Six passengers [charter_agreement.pdf p.1].
- Aircraft: "Midsize jet, or a substitute of the same or a higher category" [charter_agreement.pdf p.1].
- Operating carrier: Summit Vale Aviation LLC, "holder of the air carrier certificate for this flight." The tail number was "to be confirmed before departure" [charter_agreement.pdf p.1].
- Price: $38,600.00, with a deposit of $19,300.00 due on signing and a balance of $19,300.00 due by February 2, 2026 [charter_agreement.pdf p.1]. Invoice AMJ-INV-30882, dated January 5, 2026, states the same amounts [invoice_and_wire_confirmations.pdf p.1].
- Clause 6 (Substitution): if the scheduled aircraft becomes unavailable, Apex Meridian "will provide a substitute aircraft of the same or a higher category at no added cost," and "will not

substitute a lower category aircraft or a different operating carrier without Client's written consent" [charter_agreement.pdf p.1].

- Clause 7 (Failure to provide aircraft): "If Apex Meridian cannot provide an aircraft of the same or a higher category, Client may cancel and Apex Meridian will refund all amounts paid in full. Client may not be required to accept a credit." [charter_agreement.pdf p.1]
- Clause 9 (Force majeure): weather, air traffic control action and government orders excuse performance, but "Mechanical issues with a particular aircraft are not force majeure under this agreement." [charter_agreement.pdf p.1]
- Clause 12 (Governing law): "This agreement is governed by the law of the State of Tennessee." [charter_agreement.pdf p.1]

The agreement names Summit Vale Aviation LLC as the operator holding the air carrier certificate for the flight [charter_agreement.pdf p.1]. We understand Apex Meridian acted as the charter broker [firm notes]. We are copying Summit Vale Aviation LLC on this letter for that reason.

**The breach**

Our client paid in full and on time. It wired $19,300.00 on January 6, 2026 (wire reference CSB-WT-118204) and $19,300.00 on January 30, 2026 (wire reference CSB-WT-121967), for a total of $38,600.00 [invoice_and_wire_confirmations.pdf p.1]. On January 30, 2026, Apex Meridian's billing desk confirmed: "Payment in full received for AMJ-2026-0117. Thank you for flying with us." [invoice_and_wire_confirmations.pdf p.1]

The events that followed, in date order, are these:

- **February 11, 2026, 6:40 pm.** About 13 hours before the scheduled departure, Ms. Whitaker emailed Mr. Delacroix that the midsize jet "has a mechanical issue and is grounded." Apex Meridian offered only a twin turboprop operated by Cordell Air Charter, departing at 9:00 am, with a flight time "about 2 hours longer" [broker_emails.pdf p.1].
- **February 11, 2026, 7:15 pm.** Mr. Delacroix replied in writing that the turboprop is a lower category and a different operator, that our client did not consent, and that under clause 7 our client cancelled and requested a full refund of $38,600.00 [broker_emails.pdf p.1].
- **February 11, 2026, 8:05 pm.** Our client bought airline tickets for its six passengers on the only seats left that evening [replacement_travel_receipts.pdf p.1].
- **February 12, 2026, 9:02 am.** Apex Meridian proposed a flight credit of $38,600.00, valid through December 31, 2026, "less a $3,860.00 rebooking fee" [broker_emails.pdf p.1].
- **February 13, 2026.** Our client declined the credit, pointed to the agreement's statement that it "may not be required to accept a credit," and asked that the full refund be wired [broker_emails.pdf p.1].
- **March 2, 2026.** Apex Meridian Accounts responded: "No refund is due. The credit offer remains open." [broker_emails.pdf p.1]
- **As of March 16, 2026.** No refund had been received [broker_emails.pdf p.1].

Apex Meridian's own email attributes the failure to a mechanical issue with the aircraft [broker_emails.pdf p.1]. Under clause 9, mechanical issues are expressly not force majeure [charter_agreement.pdf p.1]. The only substitute Apex Meridian offered was a twin turboprop operated by Cordell Air Charter, which is not a midsize jet and is not the operating carrier named in the agreement [broker_emails.pdf p.1; charter_agreement.pdf p.1]. Our client did not consent in writing to a lower category aircraft or a different operating carrier. It said so in writing the same evening [broker_emails.pdf p.1]. Clause 7 then entitled our client to cancel and receive all amounts paid in full, and it states that our client may not be required to accept a credit [charter_agreement.pdf p.1]. Apex Meridian's refusal and its credit offer, which carries a $3,860.00 fee, are inconsistent with those terms.

Charter flights must be operated by a carrier holding the appropriate federal aviation certificate and in compliance with applicable federal aviation rules [VERIFY: federal aviation rules on charter operators and brokers that apply]. We make no assertion here about the certification or safety compliance of any carrier. Our concern is Apex Meridian's failure to perform the agreement and to refund our client's money.

**Losses**

| Item | Date | Amount | Source |
|---|---|---|---|
| Charter deposit paid to Apex Meridian | January 6, 2026 | $19,300.00 | [invoice_and_wire_confirmations.pdf p.1] |
| Charter balance paid to Apex Meridian | January 30, 2026 | $19,300.00 | [invoice_and_wire_confirmations.pdf p.1] |
| Replacement airline tickets, 6 passengers at $812.10 each (booking LRX4QP) | February 11, 2026 | $4,872.60 | [replacement_travel_receipts.pdf p.1] |
| Ground transport to Brentmoor Municipal, Ridgecrest Car Service | February 12, 2026 | $386.00 | [replacement_travel_receipts.pdf p.1] |
| Extra hotel night, 6 rooms, Brentmoor Airport Suites (invoice BAS-20931) | February 11 to 12, 2026 | $1,118.40 | [replacement_travel_receipts.pdf p.1] |
| **Total (as read from the bills)** | | **$44,977.00** | |

The charter payments total $38,600.00 and the replacement costs total $6,377.00, as stated in the records [invoice_and_wire_confirmations.pdf p.1; replacement_travel_receipts.pdf p.1]. The replacement tickets were bought the evening before departure and were the only seats left that evening. They involved a connecting itinerary that left at 6:10 am and arrived at 12:55 pm, and our client's team missed the opening session and the first two scheduled customer meetings on the morning of February 12, 2026 [replacement_travel_receipts.pdf p.1]. Our client does not claim a dollar figure for the missed meetings in this letter and reserves its rights on that subject [replacement_travel_receipts.pdf p.1].

Tennessee law governs the agreement under clause 12 [charter_agreement.pdf p.1]. Our client seeks recovery of the amounts above under the agreement and applicable Tennessee law [VERIFY: Tennessee rule on damages for breach of a charter agreement].

**Demand**

Our client demands that Apex Meridian refund the full charter price paid and pay the replacement airline ticket, ground transport and hotel costs described above [firm notes]. Our client demands payment of [ADD: demand amount] by [ADD: response deadline], by [ADD: payment instructions].

Our client will not accept the proposed flight credit or the $3,860.00 rebooking fee. This letter is sent without waiver of any right, claim or remedy, all of which our client expressly reserves, including its claims for any losses not stated in this letter. Please direct all communications about this matter to my attention.

Sincerely,

Lydia Ashby Rourke
Ashby Vance & Rourke PLLC

cc: Summit Vale Aviation LLC, [ADD: street address, city, state ZIP]