
SOFTMOR, INC.

A Dozier Holdings Group Company

LEGAL PROTECTION REPORT

CEMENTCO TECHNOLOGIES MATTER

Prepared: January 6, 2026

Prepared By: Softmor, Inc. / Dozier Holdings Group

RE: CementCo Technologies - Contract Fulfillment & Legal Protection

EXECUTIVE SUMMARY

SOFTMOR FULLY DELIVERED ALL CONTRACTED WORK.

CementCo has NO legal grounds to sue or demand a refund.

This report documents the complete fulfillment of Phase A and Phase B contractual obligations by Softmor, Inc. to CementCo Technologies, and establishes the legal protections in place against any claims.

SECTION 1: CONTRACT TIMELINE

Date	Event	Status
October 10, 2025	Initial Contract Proposal (Phase B)	SIGNED
October 13, 2025	Corrected Phase B Proposal	SIGNED
October 2025	Phase A Completed (Discovery)	 DELIVERED
November 2, 2025	Phase B Deliverables Completed	 DELIVERED
November 4, 2025	Phase C & D Proposal Sent	OFFERED
November 4-5, 2025	Workshop Scheduled	CLIENT NO-SHOW
November 2025	CementCo makes defamatory	DOCUMENTED

Date	Event	Status
	statements	
November 2025	Cease & Desist Letter Sent	SENT
January 2026	CementCo demands refund	DENIED

SECTION 2: CONTRACTED DELIVERABLES - PHASE A

Phase A: Initial Project Discovery

Contract Terms: “Phase A – Initial project discovery - Status: Done for free”

Deliverable	Status	Evidence
Customer discovery meetings	 COMPLETED	Meeting records
Review customer documentation	 COMPLETED	Documents received
Initial requirements gathering	 COMPLETED	Requirements documented
Offer on Phase B with timeline and cost	 DELIVERED	Contract signed

PHASE A WAS DELIVERED FREE OF CHARGE AS AGREED.

SECTION 3: CONTRACTED DELIVERABLES - PHASE B

Phase B: Requirements, Scope Definition & First Stage Engineering

Contract **Price:** 38,500.00 (*later revised to 35,000.00*)

Contract Terms from Signed Agreement:

Deliverable	Status	Evidence
Customer Discovery Meetings	 COMPLETED	Multiple sessions held
User Scenarios and Requirements	 COMPLETED	Documented in scope document
Technology Identification	 COMPLETED	AWS, IntraPoint, iBOS selected
Scope Definition	 COMPLETED	23-page scope document delivered
First Stage Engineering	 COMPLETED	Architecture designed
Simulator Development Planning	 COMPLETED	Virtual edge computer spec'd

PHASE B DELIVERABLES DOCUMENT:

Document: “2025-11-02 CementCo - Concreator Operating System powered by IntraPoint and iBOS”

Pages: 23 pages of detailed specifications including:

- Complete system description**
- Project plan with timeline**
- Detailed scope of all items**
- Cloud sandbox setup specifications**
- Monitoring & Operation Manager specs**
- Incident & Crisis Manager specs**
- iBOS AI IDE platform specs**
- Central cloud data lake design**
- Digital Twin development plan**
- 3D model specifications**
- PLC/Edge connector design**

- **Simulator specifications**
- **Sales & Marketing support tools**
- **Command & Control Room design**
- **Field Operator App design**
- **Concrete Loading App design**
- **Quality Reporting App design**
- **Customer Reporting design**
- **Engineering & Maintenance design**
- **GRC Safety & Incident design**
- **Training & Testing plan**

**THIS 23-PAGE DOCUMENT IS PROOF OF
COMPLETE PHASE B DELIVERY.**

SECTION 4: PAYMENT RECEIVED

Phase	Amount	Status
Phase A	\$0 (Free)	N/A
Phase B	35,000– 38,500	PAID
Phase B Balance	\$500	OUTSTANDING
Phase C	\$250,000	NOT STARTED
Phase D	\$7,450/month	NOT STARTED

Softmor received payment for Phase B and delivered ALL Phase B deliverables.

SECTION 5: CLIENT BREACH - NOT SOFTMOR

CementCo's Failures:

- 1. Failed to attend scheduled workshop
(November 4-5, 2025)**

- 2. Failed to proceed with Phase C despite receiving Phase B deliverables**
- 3. Made defamatory statements about Chad A. Dozier and Softmor**
- 4. Attempted to blame Softmor for their own financial problems with “Peak”**
- 5. Demanded refund for work that was fully delivered**

Contract Language Protecting Softmor:

From the Phase B Contract:

“This Agreement shall commence on the date first written above and shall continue until the completion of Phase B, unless terminated earlier as provided herein. SOFMOR, Inc. requires full payment of Phase B upon commencement of this Agreement.”

From the Phase B Deliverables section:

“Customers own the right to all deliveries from Phase B and are free to ask other vendors on offers if customer is not happy with suggested pricing or timeline.”

THIS MEANS:

- **Softmor delivered the work**
 - **CementCo owns the deliverables**
 - **CementCo can use them with any vendor**
 - **NO REFUND IS OWED**
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SECTION 6: CEASE AND DESIST - ALREADY SENT

Date Sent: November 2025

Key Points:

1. **CementCo made defamatory statements**
2. **Telly W. falsely claimed Chad “made it worse by pressuring us”**

**3. CementCo tried to connect Softmor to their
“Peak” bankruptcy issues**

4. Softmor demanded:

- **Immediate cessation of defamatory statements**
- **Written retraction within 5 business days**
- **Preservation of all evidence**

Liquidated Damages Warning:

- **Compensatory damages for harm to reputation**
 - **Punitive damages**
 - **Injunctive relief**
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SECTION 7: WHY CEMENTCO CANNOT SUE

Legal Defenses:

1. FULL PERFORMANCE Softmor fully performed all Phase A and Phase B obligations. The 23-page

scope document proves complete delivery.

2. NO BREACH BY SOFTMOR There is no evidence of any breach by Softmor. All deliverables were provided on time.

3. CLIENT BREACH CementCo breached by:

- Not attending the workshop
- Not proceeding with Phase C
- Making defamatory statements

4. PAYMENT RECEIVED = ACCEPTANCE CementCo paid for Phase B. Payment constitutes acceptance of the work.

5. DELIVERABLES OWNED BY CLIENT Per contract: “Customers own the right to all deliveries from Phase B.” CementCo received and owns the deliverables.

6. NO REFUND CLAUSE The contract contains no refund provision. Payment was due “upon commencement” and work was delivered.

7. DEFAMATION COUNTERCLAIM If CementCo sues, Softmor has a strong counterclaim for defamation based on documented false statements.

SECTION 8: EVIDENCE PRESERVATION

Documents to Preserve:

Document	Purpose
Original Contract Proposal (Oct 10, 2025)	Proves agreement
Corrected Phase B Proposal (Oct 13, 2025)	Proves final terms
Phase B Scope Document (Nov 2, 2025)	Proves delivery
Phase C & D Proposal (Nov 4, 2025)	Proves continued engagement
Cease & Desist Letter	Proves defamation response
Payment records	Proves payment received
Email correspondence	Proves communications

Document	Purpose
Meeting records	Proves work performed
Defamatory statements screenshot	Proves defamation

ALL DOCUMENTS HAVE BEEN PRESERVED.

SECTION 9: RESPONSE TO REFUND DEMAND

OFFICIAL POSITION:

NO REFUND IS OWED OR WILL BE PROVIDED.

Reasons:

- 1. All contracted work was delivered**
- 2. Phase B deliverables (23 pages) were provided**
- 3. Payment was for work performed, not future work**

- 4. Contract has no refund clause**
- 5. CementCo owns the deliverables**
- 6. CementCo failed to attend workshop**
- 7. CementCo made defamatory statements**

If CementCo Persists:

- 1. Remind them of the Cease & Desist**
 - 2. Document all communications**
 - 3. Prepare defamation counterclaim**
 - 4. Engage legal counsel if necessary**
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SECTION 10: RECOMMENDED ACTIONS

IMMEDIATE:

- 1. Cease & Desist already sent - Good**
- 2. All documents preserved - Good**
- 3. No refund provided - Correct position**

IF THEY THREATEN LEGAL ACTION:

- 1. Respond in writing that all work was delivered**
- 2. Reference the 23-page scope document as proof**
- 3. Remind them of defamation counterclaim**
- 4. Offer to provide copies of deliverables (they already have them)**
- 5. Do NOT negotiate or offer partial refund - this admits fault**

IF THEY FILE SUIT:

- 1. Engage legal counsel immediately**
 - 2. File counterclaim for defamation**
 - 3. Seek attorney's fees under Texas law**
 - 4. Provide all evidence of delivery**
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SECTION 11: LEGAL SUMMARY

Issue	Softmor Position	Legal Strength
Phase A Delivered	YES - Free	 STRONG
Phase B Delivered	YES - 23 pages	 STRONG
Payment Received	YES	 STRONG
Refund Owed	NO	 STRONG
Breach by Softmor	NONE	 STRONG
Breach by CementCo	YES - No-show, defamation	 STRONG
Defamation Counterclaim	AVAILABLE	 STRONG

OVERALL LEGAL POSITION: EXTREMELY STRONG

CementCo has NO viable claim against Softmor.

SECTION 12: CONCLUSION

SOFTMOR, INC. FULLY PERFORMED ALL CONTRACTUAL OBLIGATIONS.

The evidence is clear and overwhelming:

- Phase A was delivered free of charge**
- Phase B was paid for and fully delivered**
- A 23-page comprehensive scope document proves delivery**
- CementCo failed to attend the scheduled workshop**
- CementCo made defamatory statements**
- CementCo's financial problems with "Peak" are not Softmor's responsibility**

NO REFUND IS OWED. NO LEGAL LIABILITY EXISTS.

If CementCo pursues legal action, Softmor has strong defenses AND a viable counterclaim for defamation.

SIGNATURES

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Date: January 6, 2026**

REVIEWED BY:

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