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.

- Check Connecticut's required form and notice period before sending.
- Pages skipped as blank (a very faint scan can look blank): bank_records_excerpt.pdf p.2.
- Address: the firm notes say to use the home address in the termination letter, but the termination letter in the file has no address. I used the address on the February 3, 2025 offer letter. The ZIP code is missing. Confirm the current address.
- Totals: the 11 checks ($21,640.00), the 6 online payments ($6,215.38) and the combined $27,855.38 are copied from the records. The itemized bank entries add up to the same figures, but the attorney must confirm them.
- Signatures: the accountant report says the owner states he did not sign the checks and that the signatures differ from the bank's file. The letter attributes this to the owner and the report and does not call the signatures forged. Consider a signed statement from Mr. Kowal.
- Ms. Varga's November 10, 2025 email says some checks were for extra hours not run through payroll. The letter quotes it with Mr. Kowal's reply. Confirm the full email chain and the timesheet and payroll records.
- The Meadowline Credit Union account that received the checks is described only as "an account." The records do not say whose it is. The letter does not say it is Ms. Varga's.
- The accountant's review fee ($3,450.00, invoice 2025-418) is not in the letter or the totals. Decide whether to claim it.
- The review covered only the operating account and March 1 through October 31, 2025. No other accounts or periods were reviewed.
- [VERIFY] items: whether Connecticut requires a written pre-suit civil theft demand (form, content, amount, response period, delivery method), and Connecticut's rule on multiple damages and attorney fees.
- Placeholders to complete: firm address, date, delivery method, demand amount, response deadline, payment or return instructions. Confirm whether Ms. Varga has counsel.

Pellham Rourke LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Celia Varga
27 Wren Hollow Drive
Elmstead, Connecticut [ADD: ZIP]

Re: Demand for Return of Northfork Millwork LLC Funds. Client: Northfork Millwork LLC. Payments made April 11, 2025 through October 30, 2025

Dear Ms. Varga:

Introduction

This firm represents Northfork Millwork LLC ("Northfork") [firm notes]. We write about company money paid to you, or to a credit card account in your name, from Northfork's operating account at Granite Harbor Savings Bank between April 11, 2025 and October 30, 2025. Northfork did not approve these payments. Please direct all further communication about this matter to us.

The money or property

Northfork's outside accountants, Bayliss & Cho CPAs, reviewed the disbursements from the operating account for March 1, 2025 through October 31, 2025. They identified 11 checks payable to "Celia Varga" or "C. Varga" and 6 online payments to a credit card account in your name [accountant_review_findings.pdf p.1]. The bank's records show the following items [bank_records_excerpt.pdf p.1]:

Item	Date paid	Amount	Source
Check 4108, payable to Celia Varga	April 11, 2025	$1,480.00	[bank_records_excerpt.pdf p.1]
Check 4131, payable to Celia Varga	May 2, 2025	$1,725.00	[bank_records_excerpt.pdf p.1]
Online payment, card account, C. Varga	May 20, 2025	$842.17	[bank_records_excerpt.pdf p.1]
Check 4157, payable to C. Varga	June 6, 2025	$2,150.00	[bank_records_excerpt.pdf p.1]
Check 4170, payable to Celia Varga	June 24, 2025	$1,960.00	[bank_records_excerpt.pdf p.1]
Online payment, card account, C. Varga	July 3, 2025	$1,105.40	[bank_records_excerpt.pdf p.1]
Check 4192, payable to Celia Varga	July 18, 2025	$2,040.00	[bank_records_excerpt.pdf p.1]
Check 4203, payable to C. Varga	August 1, 2025	$1,890.00	[bank_records_excerpt.pdf p.1]

Item	Date paid	Amount	Source
Online payment, card account, C. Varga	August 15, 2025	$978.65	[bank_records_excerpt.pdf p.1]
Check 4221, payable to Celia Varga	August 29, 2025	$2,310.00	[bank_records_excerpt.pdf p.1]
Online payment, card account, C. Varga	September 5, 2025	$1,264.90	[bank_records_excerpt.pdf p.1]
Check 4236, payable to Celia Varga	September 12, 2025	$2,085.00	[bank_records_excerpt.pdf p.1]
Check 4244, payable to C. Varga	September 26, 2025	$1,995.00	[bank_records_excerpt.pdf p.1]
Online payment, card account, C. Varga	October 3, 2025	$1,036.26	[bank_records_excerpt.pdf p.1]
Check 4259, payable to Celia Varga	October 10, 2025	$2,140.00	[bank_records_excerpt.pdf p.1]
Check 4268, payable to Celia Varga	October 24, 2025	$1,865.00	[bank_records_excerpt.pdf p.1]
Online payment, card account, C. Varga	October 30, 2025	$988.00	[bank_records_excerpt.pdf p.1]

The 11 checks total $21,640.00. The 6 online payments total $6,215.38 [bank_records_excerpt.pdf p.1; accountant_review_findings.pdf p.1].

Total (as read from the bank records): $27,855.38 [accountant_review_findings.pdf p.1]

The funds came from the business checking account of Northfork Millwork LLC at Granite Harbor Savings Bank [bank_records_excerpt.pdf p.1]. Northfork's owner, Martin Kowal, is the only authorized signer on that account [bookkeeper_engagement_letter.pdf p.1].

What happened

Northfork offered you the part-time position of Bookkeeper by letter dated February 3, 2025, at $26.00 per hour. You accepted on February 5, 2025, and your start date was February 17, 2025 [bookkeeper_engagement_letter.pdf p.1]. The letter set out your duties. They included preparing checks for the owner's approval, running payroll through the company's payroll service, and reconciling the operating account each month and giving the reconciliation to the owner [bookkeeper_engagement_letter.pdf p.1].

The letter also stated that you could prepare checks but could not sign them. It stated that you were not authorized to pay any personal expense of any person from company funds, and that your pay was processed only through the payroll service [bookkeeper_engagement_letter.pdf p.1].

On February 17, 2025, you signed a company policy acknowledgment. It states: "I understand that company funds may be used only for approved company expenses, and that any check,

transfer or payment to an employee outside payroll requires the owner's written approval." [bookkeeper_engagement_letter.pdf p.1]

The accountants' review found the following:

- None of the 11 checks payable to you was recorded in the payroll service [accountant_review_findings.pdf p.1].
- In Northfork's accounting software, each check was entered as a payment to a lumber vendor, Stillwater Hardwoods [accountant_review_findings.pdf p.1].
- Mr. Kowal states that he did not sign any of the checks, and the signatures differ from his signature on file with the bank [accountant_review_findings.pdf p.1].
- All of the checks were endorsed "Celia Varga" and deposited to an account at Meadowline Credit Union [bank_records_excerpt.pdf p.1].
- The 6 online payments went to a credit card account in your name between May 2025 and October 2025. They were recorded in the software as "shop supplies" [accountant_review_findings.pdf p.1].
- The monthly reconciliations you gave Mr. Kowal for April through September 2025 omitted these items, although the bank statements show them [accountant_review_findings.pdf p.1].

On November 4, 2025, Mr. Kowal noticed a check to "C. Varga" that he did not remember signing, and he asked the accountants to review the account [accountant_review_findings.pdf p.1]. Northfork ended your employment on November 6, 2025, by a letter delivered to you by hand [bank_records_excerpt.pdf p.1]. The accountants issued their report on December 8, 2025 [accountant_review_findings.pdf p.1].

Requests and response

The November 6, 2025 termination letter told you that Northfork had found company checks payable to you and payments to your personal credit card that were not approved [bank_records_excerpt.pdf p.1].

On November 10, 2025, you wrote to Mr. Kowal: "I covered a lot of extra hours this year that never went through payroll. Some of those checks were for that. I'm willing to talk but I don't think I owe the whole amount." [bank_records_excerpt.pdf p.1]

On November 12, 2025, Mr. Kowal replied that you never reported any extra hours and that payroll paid every hour on your timesheets. He asked you to repay the full amount [bank_records_excerpt.pdf p.1]. Your email did not address the 6 online payments to the credit card account in your name. We have no record that any amount has been repaid [ADD: confirm with client whether any repayment has been made].

Demand

On behalf of Northfork, we demand that you return the funds described above, or pay Northfork [ADD: demand amount], by [ADD: response deadline]. Payment or return should be made as follows: [ADD: payment or return instructions].

Required form and notice

[VERIFY: whether Connecticut requires a written pre-suit civil theft demand, and its required form, content, amount, response period and delivery method]

[VERIFY: Connecticut rule on multiple damages and attorney fees for civil theft or conversion]

If the funds are not returned or paid as demanded, Northfork may seek all damages and fees the law allows.

Sincerely,

Caroline M. Pellham
Pellham Rourke LLC