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 Washington's required form and notice period before sending.
- Washington pre-suit form, content, notice period and delivery method are not confirmed. The letter cites the Washington Consumer Protection Act, chapter 19.86 RCW, marked [VERIFY]. Also confirm the Washington rule on consent to recurring plan charges and any other statute that applies.
- The signed work order is not in the records. The client says she signed a tablet only to confirm the work and saw no price. Aquavelle says the fee is "listed on the work order you signed" (emails_and_chat.pdf p.1). The card issuer says the merchant provided a signed work order (card_statements.pdf p.1). Get a copy before sending.
- The letter mentions the March 11, 2026 card dispute result, which went against the client on the $650.00. Decide whether to keep that paragraph.
- Total of $769.97 is added from the card statement lines (as read). Check it. It matches the client's March 6, 2026 email. The statement total of $5,659.97 also includes the $4,890.00 equipment price, which the letter does not seek to recover.
- Scope follows the firm notes: installation fee and all plan charges refunded, plan cancelled. The $4,890.00 equipment price is not demanded. Confirm that, and confirm the reservation of rights.
- The records end with the March 22, 2026 statement. A later $39.99 charge (for example April 5, 2026) may exist. Update the table and total if so.
- The December 19, 2025 support reply does not expressly refuse a refund. The dispute form says the client "was refused." The letter says only that Aquavelle did not refund the charge. The client's two phone attempts rest on her own statement in the chat (emails_and_chat.pdf p.1), and no call records are in the file.
- The flyer's "No contracts" line is quoted, but the letter does not argue that it covers the monthly plan. Confirm how you want to use it.
- Missing: firm address, phone and email, date, delivery method, Aquavelle ZIP code, Mr. Kittredge's address, account or order number, demand amount, response deadline.

Lindgren Osei PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Customer Relations
Aquavelle Home Systems LLC
4410 Harbor Fir Avenue, Suite 12
Cedar Landing, Washington [ADD: ZIP]

Re: Demand for refund and cancellation of maintenance plan. Our client: Evelyn Tran. Account/order number: [ADD: account or order number]. Sales agreement dated December 5, 2025.

Dear Customer Relations:

Introduction

We represent Evelyn Tran in connection with the AquaVelle Pure 3-Stage Whole-House Filtration System that she bought from Aquavelle Home Systems LLC ("Aquavelle") under a Home Sales Agreement dated December 5, 2025 [sales_agreement_and_flyer.pdf p.1]. This letter demands a refund of an installation fee and of recurring maintenance plan charges that Ms. Tran did not agree to, and written cancellation of the plan. Please direct all further communication about this matter to our office.

The transaction

Ms. Tran signed the Home Sales Agreement with Aquavelle sales representative Jordan Pike on December 5, 2025. The agreement covers the "AquaVelle Pure 3-Stage Whole-House Filtration System, installed," at a price of $4,890.00. It states "Installation: Included at no charge." Ms. Tran paid the full price by credit card on December 5, 2025 [sales_agreement_and_flyer.pdf p.1; card_statements.pdf p.1].

The agreement lists an "Optional maintenance plan ($39.99 per month)" with the line "customer initials to accept: _____." That line was left blank [sales_agreement_and_flyer.pdf p.1].

The terms printed on the back of the agreement include the following [sales_agreement_and_flyer.pdf p.1]:

- "Any additional charges must be agreed in writing by the customer before work begins."
- "Optional services, including the maintenance plan, start only if the customer initials the plan line above."
- "Refunds: if you are not satisfied, contact customer relations in writing. We will respond to every request."

The sales flyer left with Ms. Tran on December 5, 2025 states "FREE professional installation this month only" and "No hidden fees. No contracts." [sales_agreement_and_flyer.pdf p.1].

The agreement gives the installation date as December 16, 2025, and the installer as Kyle Danner [sales_agreement_and_flyer.pdf p.1].

The problem

The installation fee. On December 16, 2025, Aquavelle charged Ms. Tran's card $650.00, described as "AQUAVELLE HOME SYS INSTALL" [card_statements.pdf p.1]. The agreement Ms. Tran signed says installation is included at no charge, and the flyer advertises free installation. Ms. Tran states that she was never told about a fee. She states that at installation she signed a tablet only to confirm that the work was done, and that she was not shown any price [card_statements.pdf p.1; emails_and_chat.pdf p.1]. The agreement requires that any additional charge be agreed in writing by the customer before work begins [sales_agreement_and_flyer.pdf p.1]. The records we have reviewed contain no such agreement.

The maintenance plan charges. Ms. Tran did not initial the maintenance plan line, so under Aquavelle's own terms the plan should not have started [sales_agreement_and_flyer.pdf p.1]. Aquavelle nonetheless charged her $39.99 on January 5, February 5 and March 5, 2026. An Aquavelle chat agent acknowledged that "the plan was added at installation" [card_statements.pdf p.1; emails_and_chat.pdf p.1]. The plan has not been cancelled [emails_and_chat.pdf p.1].

The charges at issue are:

Date	Description	Amount	Source
December 16, 2025	AQUAVELLE HOME SYS INSTALL	$650.00	[card_statements.pdf p.1]
January 5, 2026	AQUAVELLE MAINT PLAN	$39.99	[card_statements.pdf p.1]
February 5, 2026	AQUAVELLE MAINT PLAN	$39.99	[card_statements.pdf p.1]
March 5, 2026	AQUAVELLE MAINT PLAN	$39.99	[card_statements.pdf p.1]

Attempts to resolve

Ms. Tran has tried repeatedly to resolve this directly with Aquavelle:

- **December 17, 2025.** Ms. Tran emailed Aquavelle support, pointed to the agreement and flyer, and asked for a refund of the $650.00 [emails_and_chat.pdf p.1].
- **December 19, 2025.** Aquavelle support replied that the installation fee "covers labor and parts and is listed on the work order you signed at installation." Aquavelle did not refund the charge [emails_and_chat.pdf p.1].
- **December 19, 2025.** Ms. Tran replied that the installer had asked her to sign a tablet to confirm the job was done and that she never saw a fee. She asked for a copy of the work order and a refund of the $650.00 [emails_and_chat.pdf p.1]. The records we have reviewed do not show that a copy of the work order was provided.
- **January 6, 2026.** Ms. Tran emailed Aquavelle about the $39.99 maintenance plan charge, stated that she had not signed up and had left the plan line blank, and asked Aquavelle to

cancel the plan and refund the charge [emails_and_chat.pdf p.1].

- **January 20, 2026.** In a live chat, Ms. Tran again asked Aquavelle to cancel the plan and refund the charges. The agent said cancellations must be requested by phone with a manager. Ms. Tran stated that she had called twice, had been left on hold and then disconnected, and asked for cancellation in writing. The agent said the request had been passed to a manager [emails_and_chat.pdf p.1].
- **February 9, 2026.** Ms. Tran disputed the $650.00 charge with her card issuer, submitting the sales agreement, the flyer and her December 17 and 19, 2025 emails [card_statements.pdf p.1].
- **March 6, 2026.** Ms. Tran wrote to Aquavelle's owner, Brandon Kittredge, describing the $650.00 fee and the three $39.99 charges, and asked for a refund of $769.97 and cancellation of the plan [emails_and_chat.pdf p.1].
- **March 11, 2026.** The card issuer reported that Aquavelle had provided a signed work order and that the $650.00 charge stood. The issuer noted that Ms. Tran may pursue the merchant directly [card_statements.pdf p.1]. We have not been given a copy of that work order.

Ms. Tran received no reply to her March 6, 2026 email as of March 20, 2026, and the plan remains in place [emails_and_chat.pdf p.1]. Aquavelle's own terms state, "We will respond to every request" [sales_agreement_and_flyer.pdf p.1].

Legal basis

Advertising and contracting for installation "at no charge," then charging $650.00 for installation, and enrolling a customer in a recurring monthly plan she did not accept, are in our client's view unfair or deceptive acts or practices in trade or commerce. They are actionable under the Washington Consumer Protection Act, chapter 19.86 RCW [VERIFY]. They are also inconsistent with Aquavelle's own written terms quoted above. [VERIFY: Washington rule on consent to recurring or optional plan charges, and any other Washington statute that applies]

Required form and notice

[VERIFY: Washington statutory form, required content, notice period and delivery method for a consumer protection pre-suit demand]

Damages and demand

The charges that Ms. Tran seeks to have refunded are:

Item	Date	Amount	Source
Installation fee	December 16, 2025	$650.00	[card_statements.pdf p.1]
Maintenance plan charge	January 5, 2026	$39.99	[card_statements.pdf p.1]
Maintenance plan charge	February 5, 2026	$39.99	[card_statements.pdf p.1]
Maintenance plan charge	March 5, 2026	$39.99	[card_statements.pdf p.1]
Total (as read from the bills)		**$769.97**	

Ms. Tran demands that Aquavelle, by [ADD: response deadline]:

- Refund [ADD: demand amount] to the credit card on which the charges were made.
- Cancel the maintenance plan and confirm the cancellation to our office in writing, with confirmation that no further plan charges will be made.
- Provide a complete copy of the signed work order on which Aquavelle relies for the $650.00 charge.

This demand concerns the installation fee and the maintenance plan charges. Ms. Tran reserves all other rights and remedies, including those available under Washington law [VERIFY: Washington remedies available for a consumer protection claim]. If Aquavelle does not respond by the deadline above, Ms. Tran is prepared to pursue those remedies.

Sincerely,

Abena K. Osei
Lindgren Osei PLLC

cc: Brandon Kittredge, Owner, Aquavelle Home Systems LLC, [ADD: address]