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.

- The warranty period is not stated in the records. The warranty refers to the registration certificate, which shows only the status "Active, full coverage, parts and labor." The warranty text is labeled pages 2 and 3, but the file has one page. Confirm the full warranty (period, any run-hour exclusion, disclaimers, limits on remedies) before sending.
- The client's February 2, 2026 email says "four warranty repairs." The tickets show three completed repairs and a fourth visit (January 29, 2026) that was diagnostic only. The letter follows the tickets.
- The "64 total run hours" figure is the client's statement; no controller printout is in the records. Bayline's denial cites "run hours" without giving a number.
- The records do not show whether the cylinder head replacement Bayline authorized was performed, or the unit's current status. Confirm and complete the placeholder.
- Confirm the scope of the refund. The warranty says "refund the purchase price"; the client wants the generator and installation refunded. Check whether the transfer switch, permit fee and tax are included, and whether a replacement "installed at no cost" goes beyond the express remedy. Also confirm whether Pelican Point is an authorized dealer and whether it should be a demand recipient or only copied.
- Check all totals. The invoice line items sum to the stated $11,470.00 subtotal. The other losses total $901.75 as read from the client's list. The receipts were not in the records provided. The $125.00 trip charge is described as not covered by warranty.
- The firm notes do not say whether to demand reimbursement of the other documented losses. The letter lists them and reserves the claim; confirm.
- The registration certificate is dated April 21, 2025, three days after the April 18, 2025 purchase. The installation date is not in the records.
- Confirm all [VERIFY] items on Louisiana law (notice of breach of warranty, disclaimers and limits on remedies, redhibition) and the Magnuson-Moss Warranty Act.
- Still missing: firm and recipient addresses, delivery method, letter date, full Bayline case number, full serial number, demand amount and response deadline.

Thibodeaux Marchand LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Bayline Power Systems Inc.
Warranty Department
[ADD: street address]
[ADD: city, state ZIP]

Re: Warranty Demand, Bayline StormGuard 22 kW Home Standby Generator, Model SG-22A, Serial Ending 7730. Our Client: Lorraine Guidry. Bayline Case Ending 2291 [ADD: full case number]. Pelican Point Invoice No. PP-88412. Purchase Date: April 18, 2025

Dear Warranty Department:

Introduction

We represent Lorraine Guidry regarding the Bayline StormGuard 22 kW air-cooled home standby generator, model SG-22A, serial ending 7730 [ADD: full serial number], that she bought from Pelican Point Home Supply LLC on April 18, 2025 [invoice_and_warranty.pdf p.1]. The generator has failed repeatedly to start during power outages. Bayline's authorized dealer has found an internal engine defect [service_tickets.pdf p.1]. Bayline has refused to replace or refund the unit [warranty_claim_emails.pdf p.1]. On Ms. Guidry's behalf, we demand that Bayline honor its written warranty. Please direct all further communication on this matter to our office.

The purchase

Ms. Guidry bought the generator from Pelican Point Home Supply LLC, St. Odile, Louisiana, under Invoice No. PP-88412 dated April 18, 2025. The invoice lists the following [invoice_and_warranty.pdf p.1]:

- Bayline StormGuard 22 kW air-cooled home standby generator, model SG-22A, serial ending 7730: $6,295.00
- Automatic transfer switch, 200 amp, model ATS-200: $1,140.00
- Installation (concrete pad, gas line, electrical tie-in) by Pelican Point Install Crew: $3,850.00
- Parish permit fee: $185.00
- Sales tax: $596.44

The invoice shows a total of $12,066.44, paid by card on April 18, 2025 [invoice_and_warranty.pdf p.1]. The installation date is [ADD: installation date].

The warranty

Bayline's Limited Warranty for StormGuard Home Standby Generators states that "Bayline warrants to the original purchaser that the generator will be free from defects in materials and workmanship for the warranty period stated on the registration certificate" [invoice_and_warranty.pdf p.1]. The warranty period is [ADD: warranty period]. The registration

certificate for serial ending 7730, dated April 21, 2025, shows the status "Active, full coverage, parts and labor" [invoice_and_warranty.pdf p.1].

The warranty's remedy provision states that Bayline "will, at its option, repair or replace any part found defective, including labor, when the repair is done by an authorized dealer." It continues: "If Bayline is unable to repair the generator after a reasonable number of attempts, Bayline will replace the generator or refund the purchase price" [invoice_and_warranty.pdf p.1]. The claim procedure directs the owner to "[c]ontact an authorized Bayline dealer" and "[k]eep all service records" [invoice_and_warranty.pdf p.1]. Ms. Guidry did both.

The product brochure provided at the sale states: "Automatic backup in seconds. StormGuard starts itself and powers your whole home when the grid goes down" [invoice_and_warranty.pdf p.1].

The warranty language we have reviewed contains no exclusion or limit based on the unit's run hours [invoice_and_warranty.pdf p.1]. Louisiana law may also give Ms. Guidry rights as to the quality and fitness of a product sold, apart from the express warranty [VERIFY: Louisiana rule on notice of breach of warranty].

The defect and repair attempts

Gulf Coast Generator Service LLC, an authorized Bayline dealer, serviced the unit four times between June 2025 and January 2026. Each of the first three visits was handled as a warranty repair, and each recorded the same controller fault code, 1501 [service_tickets.pdf p.1]. The tickets show the following:

Date	Problem	Repair attempted	Result	Source
June 30, 2025 (Ticket 25-1187)	Unit did not start during utility outage on June 27, 2025. Controller showed fault code 1501, "overcrank."	Replaced starter relay under warranty.	Test run OK. Unit failed again at the next outage.	[service_tickets.pdf p.1]
August 21, 2025 (Ticket 25-1462)	Unit did not start during outage on August 19, 2025. Fault code 1501.	Replaced spark plugs and ignition module under warranty.	Test run OK. Unit failed again.	[service_tickets.pdf p.1]
October 3, 2025 (Ticket 25-1903)	Weekly exercise cycle failed four times in a row. Fault code 1501.	Replaced controller board under warranty.	Test run OK. Unit failed again at the next outage.	[service_tickets.pdf p.1]

Date	Problem	Repair attempted	Result	Source
January 29, 2026 (Ticket 26-0144)	Unit did not start during ice storm outage, January 26 to January 27, 2026. Customer without power 31 hours.	Dealer pulled cylinder head.	Technician found an internal engine defect and recommended engine or unit replacement. Submitted to Bayline for authorization.	[service_tickets.pdf p.1]

The dealer's technician, Rene Fontenot, recorded this finding on Ticket 26-0144: "Low compression on cylinder 2. Valve seat appears to be cracked. This is an internal engine defect, not an installation or maintenance issue. Recommend engine replacement or unit replacement under warranty" [service_tickets.pdf p.1]. The dealer's records also show an oil change and annual service performed by the dealer on October 3, 2025 [service_tickets.pdf p.1].

Ms. Guidry wrote to Bayline's Warranty Department on February 2, 2026. She reported the failures and her dealer's finding of an internal engine defect, and she asked for a replacement unit or a full refund [warranty_claim_emails.pdf p.1]. On February 16, 2026, Bayline (case ending 2291) replied that it "has authorized replacement of the cylinder head only," that "[r]eplacement or refund of the generator is not approved," and that "[e]ngine replacement is not covered because the unit's run hours exceed normal residential use" [warranty_claim_emails.pdf p.1].

On February 18, 2026, Ms. Guidry responded that the controller shows 64 total run hours, most of them weekly tests, and that Bayline's own dealer found a cracked valve seat [warranty_claim_emails.pdf p.1]. Bayline's February 16 email did not state the run hours it relied on and did not identify any warranty term that limits coverage by run hours [warranty_claim_emails.pdf p.1]. The status of the cylinder head replacement Bayline authorized is [ADD: whether the cylinder head replacement was performed and the current condition of the unit].

In our view, three repair visits for the same recurring fault code, followed by the dealer's finding of an internal engine defect, are a reasonable number of attempts under Bayline's own warranty. The warranty promises replacement or refund of the purchase price in that situation [invoice_and_warranty.pdf p.1; service_tickets.pdf p.1].

Damages

Ms. Guidry's documented losses are as follows. The first group is the amounts she paid at purchase. The second group is the losses she incurred from the January 2026 failure.

Item	Amount	Source
Generator, model SG-22A	$6,295.00	[invoice_and_warranty.pdf p.1]
Automatic transfer switch, model ATS-200	$1,140.00	[invoice_and_warranty.pdf p.1]

Item	Amount	Source
Installation (pad, gas line, electrical tie-in)	$3,850.00	[invoice_and_warranty.pdf p.1]
Parish permit fee	$185.00	[invoice_and_warranty.pdf p.1]
Subtotal	$11,470.00	[invoice_and_warranty.pdf p.1]
Sales tax	$596.44	[invoice_and_warranty.pdf p.1]
Total paid April 18, 2025 (as read from the bills)	**$12,066.44**	[invoice_and_warranty.pdf p.1]
Food spoiled, January 26 to 27, 2026 outage (grocery receipts)	$412.75	[warranty_claim_emails.pdf p.1]
Hotel stay, January 26, 2026, Bayou Inn St. Odile	$139.00	[warranty_claim_emails.pdf p.1]
Portable generator rental, January 27 to January 29, 2026	$225.00	[warranty_claim_emails.pdf p.1]
Gulf Coast Generator Service trip charge not covered by warranty, January 29, 2026	$125.00	[warranty_claim_emails.pdf p.1]
Total of other documented losses (as read from the bills)	**$901.75**	[warranty_claim_emails.pdf p.1]

Ms. Guidry's receipts for these losses are available on request.

Demand

Ms. Guidry demands that Bayline do one of the following by [ADD: response deadline]:

- Refund the full cost of the generator and its installation, in the amount of [ADD: demand amount]; or
- Provide a new replacement StormGuard unit, installed at no cost to Ms. Guidry [firm notes].

Ms. Guidry also reserves her claim for the other documented losses listed above [ADD: confirm whether the demand includes reimbursement of the other documented losses].

Please confirm in writing which option Bayline selects by the same date. We also ask Bayline, and Pelican Point Home Supply LLC as to its own records, to preserve all documents and things relating to this unit. These include:

- the generator itself and any returned or removed parts, including the starter relay, spark plugs, ignition module, controller board and cylinder head;
- the controller's fault-code history and run-hour data;
- the sales, registration, warranty and installation records;

- all communications with Gulf Coast Generator Service LLC and with Ms. Guidry, including the file for case ending 2291.

State and federal rules

This demand is governed by Louisiana law. Louisiana law may impose obligations on both a manufacturer and a seller when a product sold is defective, and this letter is Ms. Guidry's notice of the defect and of her claim to Bayline and to Pelican Point Home Supply LLC [VERIFY: Louisiana rule on notice of breach of warranty]. If Bayline or Pelican Point contends that any disclaimer or limit on remedies applies to this claim, we ask that you identify it in writing and point to the document containing it [VERIFY: Louisiana rule on warranty disclaimers and limits on remedies].

To the extent the federal Magnuson-Moss Warranty Act applies to Bayline's written warranty, Ms. Guidry reserves her rights under it [VERIFY].

We would prefer to resolve this matter without litigation. This letter does not waive any of Ms. Guidry's rights or remedies, all of which are reserved. Please contact me directly with Bayline's response.

Sincerely,

Andre P. Thibodeaux
Thibodeaux Marchand LLC

cc: Pelican Point Home Supply LLC, 5120 Bayou Carline Highway, St. Odile, Louisiana [ADD: ZIP] [invoice_and_warranty.pdf p.1]