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.

- Cleanup time conflicts: the incident report says the area was cleaned at 2:50 PM, and the sweep log says 3:05 PM. The letter reports both. Confirm which to rely on.
- The sweep log initials "KB" are never identified, and the staff schedule does not name the floor associate. The incident report lists Kyle Bertrand as the stocker on duty in aisles 8-10. The letter does not say KB is Mr. Bertrand or that he was the associate sent to the dock. Confirm with the store's records.
- The medical total of $22,180.00 is my addition of the three provider totals as read from the bills. The Riverbend bill shows $4,300.00 on a single line with no separate total. Check all sums against the original bills.
- The wage figure of $21,472.00 is copied from the employer letter. I checked that 488 hours at $44.00 equals that amount. The letter says nothing about her schedule after May 31, 2026, so confirm whether she returned to full duty and whether any later loss is claimed.
- The therapy note says the client is right-hand dominant and reports difficulty holding instruments, but the fracture is in the left wrist. Confirm the client's account of how the left-wrist injury affects her work.
- The legal basis is not stated. The Missouri rule on the duty owed to visitors and on comparative fault is marked [VERIFY], and no statute or case is cited.
- The recipient's address, claim number, delivery method, our firm's address and the legal name of the store operator and property owner are not in the file and are placeholders.
- The witness Gordon Ames has no contact information in the file. The employee he told in aisle 8 is not identified, and Mr. Bertrand stated he did not recall a report. The photos and Camera 9B footage have not been reviewed.
- The client's own account of daily-life impact is a placeholder, and the records contain nothing about pain levels. Any future care (possible plate removal) is described only as the records state it, with no cost.
- The demand amount and response deadline are placeholders. The firm notes give no deadline.

Brannock Feeney LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Paul Vance
Fairhollow Casualty Company
[ADD: street address]
[ADD: city, state ZIP]

Re: Rosalind M. Chu, Injury Claim. Insured: Kettle Ridge Market. Claim No. [ADD: claim number]. Date of Loss: January 17, 2026

Dear Paul Vance:

Introduction

We represent Rosalind M. Chu for the injuries she suffered on January 17, 2026, when she slipped and fell in Aisle 9 of Kettle Ridge Market #14, 2280 Orchard Mill Road, Bramwell, Missouri [store_incident_report.pdf p.1]. We understand that Fairhollow Casualty Company is the liability carrier for Kettle Ridge Market and has acknowledged this claim [firm notes]. Please direct all further communication about this matter to our office and not to Ms. Chu.

The property and the hazard

Kettle Ridge Market's own incident report records that Ms. Chu fell at about 2:35 PM near the end cap of Aisle 9 (laundry and cleaning). She told the store: "I turned into aisle 9 and my feet went out from under me. The floor was slick and blue. I put my hand out and landed on my left wrist." [store_incident_report.pdf p.1]

The employee who responded described what he or she found. Blue liquid laundry detergent was pooled on the floor about four feet across, with a cart track through it. A cracked detergent jug was leaking on the bottom shelf. There was no wet floor sign or cone in the aisle [store_incident_report.pdf p.1]. Assistant Store Manager Lena Okoro completed the report. She recorded that four photographs were taken and saved to the store's incident file [store_incident_report.pdf p.1].

The store operated the market where the fall occurred. The party in control of the property itself is [ADD: party in control of the property].

Notice and liability

The store's records show that the hazard was not addressed in the hours before Ms. Chu fell.

- **A customer saw the spill about an hour earlier.** Customer Gordon Ames stated that he walked through Aisle 9 around 1:30 PM, "the soap was already on the floor," and he told a person stocking shelves in Aisle 8 [store_incident_report.pdf p.1]. The report lists Kyle Bertrand, a stocker, as the employee on duty in Aisles 8-10. He stated that he did not recall a customer report [store_incident_report.pdf p.1].

- **The hourly floor walks were not done.** The store's floor safety policy requires floor walks to be completed and initialed every hour and spills to be guarded with a cone immediately [aisle_sweep_log.pdf p.1]. The log shows walks completed from 8:00 AM through 11:00 AM, with the last one finishing at 11:06 AM. The 12:00 PM, 1:00 PM and 2:00 PM walks are blank [aisle_sweep_log.pdf p.1]. Ms. Okoro's review note confirms that those three walks were not completed because the zone associate was assigned to a truck unload, and that the last completed walk before the incident was 11:06 AM [aisle_sweep_log.pdf p.1].
- **No one covered the zone.** The staff schedule shows one floor associate assigned to Aisles 7-12 from 7:00 AM to 3:30 PM. That associate was moved to the receiving dock from 11:45 AM to 2:40 PM, and no replacement was assigned to the zone [aisle_sweep_log.pdf p.1].
- **The store's own manual sets the standard.** Page 4 of the store safety manual states: "Any associate who sees or is told of a spill must stand by it, call for a cone and a cleanup, and not leave the spill unguarded." [aisle_sweep_log.pdf p.1]
- **Cleanup came only after the fall.** The incident report records the area as cleaned at 2:50 PM [store_incident_report.pdf p.1]. The sweep log records the Aisle 9 cleanup at 3:05 PM, after the customer fall [aisle_sweep_log.pdf p.1].

On these records, the spill had been on the floor for a period before Ms. Chu fell, the store's own inspection process was not carried out, and no cone or warning was placed. [VERIFY: Missouri rule on the duty owed to visitors and on comparative fault]

Injuries and treatment

Bramwell Memorial Hospital, January 17, 2026. Ms. Chu's husband drove her to the emergency department [store_incident_report.pdf p.1]. She complained of left wrist pain after a slip and fall. Examination showed swelling and deformity of the left wrist, and the X-ray showed a displaced distal radius fracture of the left wrist. Dr. Martin Sayers performed a closed reduction, placed a splint and referred her to hand surgery [medical_records.pdf p.1].

Ozark Valley Hand and Orthopedics. On January 21, 2026, the fracture had lost position in the splint, and surgery was recommended [medical_records.pdf p.1]. On January 23, 2026, Dr. Helena Voss performed an open reduction and internal fixation of the left distal radius with a volar plate [medical_records.pdf p.1]. On March 5, 2026, she was healing well, was to begin therapy and was to remain off work. On April 16, 2026, she was cleared for light duty beginning April 20, 2026 [medical_records.pdf p.1]. On June 11, 2026, the fracture had healed with residual stiffness and grip strength at 70% of the right side. Ms. Chu was placed at maximum medical improvement, and the record notes that plate removal may be considered if the hardware becomes painful [medical_records.pdf p.1].

Riverbend Therapy. Ms. Chu attended 20 visits from March 9, 2026 through May 29, 2026. The therapy record notes that she is a dental hygienist and is right-hand dominant. She reported difficulty holding instruments, opening jars and lifting her grandson. She was discharged to a home program [medical_records.pdf p.1]. She has completed therapy [firm notes].

Medical specials

Provider	Dates of service	Amount billed	Source
Bramwell Memorial Hospital (emergency visit, X-ray, closed reduction and splint)	January 17, 2026	$3,185.00	[bills_and_wage_letter.pdf p.1]
Ozark Valley Hand and Orthopedics (office visits, surgeon fee, surgery center facility fee, anesthesia)	January 21, 2026 through June 11, 2026	$14,695.00	[bills_and_wage_letter.pdf p.1]
Riverbend Therapy (20 visits)	March 9, 2026 through May 29, 2026	$4,300.00	[bills_and_wage_letter.pdf p.1]

Total (as read from the bills): $22,180.00

Lost wages and impact on daily life

Ms. Chu is a dental hygienist with Linden Square Dental Group, paid $44.00 per hour for 32 hours per week. Her employer reports that she was off work from January 18, 2026 through April 19, 2026, which is 416 hours. She then worked light duty at 20 hours per week from April 20, 2026 through May 31, 2026, a loss of 72 hours. The total is 488 hours at $44.00, or **$21,472.00 in lost wages** [bills_and_wage_letter.pdf p.1]. The employer's letter is signed by Dr. Evan Linden, owner, and dated June 15, 2026 [bills_and_wage_letter.pdf p.1].

Her treating providers record residual stiffness and grip strength at 70% of the right side [medical_records.pdf p.1]. Her therapy record notes difficulty holding instruments, opening jars and lifting her grandson [medical_records.pdf p.1]. [ADD: client's own account of daily-life impact]

Preservation of evidence

We ask that Kettle Ridge Market and Fairhollow Casualty Company preserve all evidence related to this incident, including:

- all Camera 9B video for January 17, 2026, including the 11:00 AM to 3:00 PM export saved on January 18, 2026, in its original format [aisle_sweep_log.pdf p.1];
- the four incident photographs, the incident report and all witness or employee statements [store_incident_report.pdf p.1];
- the floor safety sweep logs, staff schedules and assignment records for January 17, 2026, and records of the delivery truck unload that day [aisle_sweep_log.pdf p.1];
- the store safety manual and floor-safety policies; and
- any other inspection, cleaning, complaint or incident records for Aisle 9.

Demand

Ms. Chu has incurred medical expenses, lost wages and non-economic damages as a result of this incident. We demand [ADD: demand amount] to resolve her claim, and we ask for your written response by [ADD: response deadline].

We are available to discuss this matter at your convenience.

Sincerely,

Thomas R. Brannock
Brannock Feeney LLC