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 September 22, 2025 certified letter cites "Section 6(b)" and the 25-mile rule. The client note says she first received a copy of the agreement on October 6, 2025. Confirm how she knew those terms on September 22 before relying on both facts.
- Section 6(b) requires a move of more than 25 miles from every IronBirch club. The records give about 160 miles only from Fox Hollow. The distance to the Crane Lake club is not in the records and is marked [ADD].
- The $258.96 total is as read from the statements. It matches the client's own total, but please re-add it. The September 3, 2025 charge is excluded because it was before the club received the certified letter.
- The charges on the card stopped after the client got a new debit card on January 10, 2026, not because the club stopped billing. The collection letter lists the February 3 and March 3, 2026 dues as unpaid. Confirm no other charges occurred and decide how to present this.
- The membership account number is not in the records. The collection account is cited only as "ending 7719", as masked on the collection letter. The card number is omitted.
- The client's lease is referenced but is not in the files. Confirm the firm has it and whether to enclose it. Confirm the certified mail receipt and return receipt (signed "M. Kolb" on September 25, 2025) are attached.
- All Wisconsin legal points are marked [VERIFY] and no statutes are cited: automatic renewal and cancellation, health club contracts, and consumer protection remedies.
- The notes seek only confirmed cancellation, a refund and withdrawal of the collection account. The demand amount line is a placeholder in case the firm seeks more. The deadline, recipient name, addresses and delivery method are also placeholders.
- The collection letter came from Northgate Account Resolution LLC, and the notes say to copy only Clearpath. Consider whether to send Northgate a separate notice.

Lindqvist Barrow S.C.
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
IronBirch Fitness Club LLC
880 Marten Avenue
Fox Hollow, Wisconsin [ADD: ZIP]

Re: Demand to confirm cancellation, refund post-cancellation charges and withdraw collection account. Our client: Priya Halvorsen. Membership account: [ADD: account reference]

Dear [ADD: recipient name]:

Introduction

We represent Priya Halvorsen about her Premier Single membership with IronBirch Fitness Club LLC ("IronBirch"), account [ADD: account reference] [firm notes]. We are copying Clearpath Member Billing Inc. ("Clearpath"), the company that bills on IronBirch's behalf [firm notes] [membership_agreement.pdf p.1]. This letter asks that you confirm her cancellation, refund the charges taken after it, and withdraw the collection account opened against her.

The agreement and disclosures

Ms. Halvorsen signed the IronBirch Membership Agreement electronically on a tablet at the front desk on February 3, 2025 [membership_agreement.pdf p.1]. The membership is Premier Single with an annual commitment. The agreement lists monthly dues of $49.99 billed on the 3rd of each month, an annual facility fee of $59.00 billed each December 1, and an enrollment fee of $25.00 [membership_agreement.pdf p.1]. Billing is handled by Clearpath on behalf of IronBirch [membership_agreement.pdf p.1].

Section 3 states: "Your initial commitment ends February 2, 2026. After that, your membership continues month to month until you cancel." [membership_agreement.pdf p.1]

Section 6 states: "(a) After the initial commitment, you may cancel at any time. (b) During the initial commitment, you may cancel without an early termination fee if you move more than 25 miles from every IronBirch club and give us proof of your new address. (c) All cancellations must be in writing and delivered in person at your home club or by certified mail to 880 Marten Avenue, Fox Hollow, Wisconsin. Email and phone cancellations are not accepted. (d) Cancellation is effective when we receive your written notice. (e) Otherwise, early termination fee: $149.00." [membership_agreement.pdf p.1]

The agreement lists two club locations, Fox Hollow and Crane Lake, Wisconsin, and no others [membership_agreement.pdf p.1]. Ms. Halvorsen was not given a copy of the agreement when she signed it. She received it from the club by email on October 6, 2025, after she asked for it [membership_agreement.pdf p.1]. She also never received a renewal reminder or notice before her initial commitment ended on February 2, 2026 [card_statements_and_collection_letter.pdf p.1].

Cancellation attempts

Ms. Halvorsen tried to cancel several times, and the records show the following barriers.

- **September 8, 2025 (email).** She emailed members@ironbirch-fitness.example, said she was moving to Pinecrest Harbor, Minnesota, asked to cancel her membership, and attached her new lease [cancellation_attempts.pdf p.1].
- **September 9, 2025 (reply).** IronBirch Member Services answered: "We do not accept cancellations by email. Please visit the front desk or send a letter by certified mail." [cancellation_attempts.pdf p.1]
- **September 15, 2025, about 6:15 p.m. (in person).** She went to the Fox Hollow front desk with a printed cancellation letter and her new lease. The desk worker, Tanner, said only the general manager could process a cancellation and that she was not in. He would not accept the letter or give her a form, and he did not know when the manager would return [cancellation_attempts.pdf p.1].
- **September 22, 2025 (certified mail).** She mailed a letter to IronBirch Fitness Club LLC, 880 Marten Avenue, Fox Hollow, Wisconsin. It cancelled the membership under Section 6(b) because she had moved more than 25 miles from every IronBirch club. It gave her new address, 54 Ledgeview Terrace, Pinecrest Harbor, Minnesota, about 160 miles from Fox Hollow, enclosed a copy of her lease, and asked IronBirch to stop all billing [cancellation_attempts.pdf p.1]. The distance from her new address to the Crane Lake club is [ADD: distance from Pinecrest Harbor to the Crane Lake club].
- **September 25, 2025 (delivery).** The certified mail return receipt was signed by "M. Kolb" on September 25, 2025 [cancellation_attempts.pdf p.1]. Under Section 6(d), cancellation is effective when IronBirch receives the written notice [membership_agreement.pdf p.1].
- **November 6, 2025 (email).** She wrote again that she had cancelled by certified mail received September 25 and asked why she was still being charged. She received no reply [cancellation_attempts.pdf p.1].
- **December 4, 2025 (Clearpath chat).** A Clearpath agent, "Rhea," wrote: "Our system shows no cancellation from the club. Billing will continue until the club processes it." [cancellation_attempts.pdf p.1]

The agreement allows cancellation only in person or by certified mail [membership_agreement.pdf p.1]. When Ms. Halvorsen tried to cancel in person, the club refused to accept her letter. She then used certified mail, and the club received it.

Charges after cancellation

The following charges appear on Ms. Halvorsen's debit card statements from "CLEARPATH*IRONBIRCH FITNESS" after IronBirch received her certified letter on September 25, 2025 [card_statements_and_collection_letter.pdf p.1].

Date	Description	Amount	Source
October 3, 2025	Monthly dues	$49.99	[card_statements_and_collection_letter.pdf p.1]
November 3, 2025	Monthly dues	$49.99	[card_statements_and_collection_letter.pdf p.1]
December 1, 2025	Annual facility fee	$59.00	[card_statements_and_collection_letter.pdf p.1]
December 3, 2025	Monthly dues	$49.99	[card_statements_and_collection_letter.pdf p.1]
January 3, 2026	Monthly dues	$49.99	[card_statements_and_collection_letter.pdf p.1]
Total (as read from the statements)		**$258.96**	

The charges stopped after Ms. Halvorsen received a new debit card on January 10, 2026 [card_statements_and_collection_letter.pdf p.1].

By letter dated March 16, 2026, Northgate Account Resolution LLC sought to collect from Ms. Halvorsen on account ending 7719, naming IronBirch Fitness Club LLC via Clearpath as the original creditor. The letter lists unpaid dues for February 3 and March 3, 2026 of $99.98, an early termination fee of $149.00, and a total balance of $248.98. It states that the balance may be reported to the credit bureaus if not paid or disputed [card_statements_and_collection_letter.pdf p.1]. Ms. Halvorsen cancelled under Section 6(b), which provides for cancellation without an early termination fee, and cancellation took effect on September 25, 2025. She owes none of these amounts.

Legal basis

Wisconsin law on automatic renewal, cancellation and consumer protection bears on these facts, and we reserve all rights under it. This includes [VERIFY: Wisconsin automatic renewal and cancellation rules], [VERIFY: Wisconsin health club contract rules] and [VERIFY: Wisconsin consumer protection remedies]. Independently of any statute, IronBirch's own agreement made cancellation effective on receipt of Ms. Halvorsen's certified letter. IronBirch and Clearpath nevertheless kept billing her and then referred a balance for collection.

Demand

On behalf of Ms. Halvorsen, we demand that IronBirch and Clearpath, by [ADD: response deadline]:

- Confirm in writing that her membership was cancelled effective September 25, 2025 [firm notes].
- Stop all billing to Ms. Halvorsen and confirm that no further dues, fees or early termination fee will be charged.
- Refund the five charges listed above, totaling $258.96 as read from the statements.

- Withdraw the account referred to Northgate Account Resolution LLC, instruct Northgate in writing to stop all collection activity, and ensure nothing is reported to any credit bureau [firm notes].
- Pay [ADD: demand amount], if the firm seeks any amount beyond the refund above.

Please direct all communications about this matter to our office. This letter does not waive any of Ms. Halvorsen's rights, claims or remedies, all of which are reserved.

Sincerely,

Hannah E. Lindqvist
Lindqvist Barrow S.C.

cc: Clearpath Member Billing Inc., [ADD: address]
Enclosures: [ADD: enclosures]