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.

- Total as read from the bills is $9,889.30 (Riverbend $8,899.50, Stonebridge $246.00 + $246.00, kidney diet $412.80, grooming $85.00). Please check the arithmetic. The Riverbend line items match the invoice total as I read them.
- Kidney diet receipts are listed as one amount ("August 2025 through January 2026") with no individual dates. Confirm all receipts are in hand and whether the amount needs updating to the letter date. No Stonebridge invoice numbers are in the records.
- The intake form shows the initials "K.B." beside the owner's note, while Ms. Baird's text says the bather "didn't see the note." Confirm who K.B. is (presumably Kristen Baird) before relying on this. The letter does not attribute the initials to anyone.
- The ER diagnosis lists brachycephalic airway syndrome as a contributing factor. Sudsy Tails' insurer is already citing "pre-existing breed problems," and the release excludes pre-existing conditions and says emergency care is at the owner's expense. Confirm how you want to address these points.
- The only standard-of-care support in the records is Dr. Ostrowski's discharge note. A placeholder is left for a grooming-specific standard per a veterinary expert.
- Future care (kidney monitoring every six months, higher risk of heat injury and kidney effects) is noted in the records but has no documented cost. No future costs are claimed. Decide whether to add them.
- The ER history says "about 45 minutes" in the dryer. The salon log (10:10 to 10:57 a.m.) is used in the letter.
- Kentucky items marked [VERIFY]: damages recoverable for injury to an animal, filing deadline, and effect or enforceability of the release.
- Missing items are marked [ADD]: firm address and contact details, date, delivery method, recipient ZIP, insurer name and policy number, claim number, demand amount, response deadline, and the dog's current condition after October 7, 2025.

Castellane Moore PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Kristen Baird, Owner
Sudsy Tails Grooming LLC
3305 Bluegrass Commons Way, Suite 4
Hollins Ferry, Kentucky [ADD: ZIP] [grooming_intake_form.pdf p.1]

Re: Demand for payment, heatstroke injury to Biscuit (English bulldog) while in the care of Sudsy Tails Grooming LLC. Our client: Monica Ferrell. Claim no. [ADD: claim number]. Date of loss: July 18, 2025

Dear Ms. Baird:

Introduction

This firm represents Monica Ferrell regarding her dog, Biscuit, and the care Sudsy Tails Grooming LLC provided to him on July 18, 2025 [firm notes]. Please direct all further communication about this matter to us. We ask that you notify your liability insurer of this claim immediately and send it a copy of this letter. Please also give us the insurer's name, the policy number and the claim contact: [ADD: insurer name, policy number, adjuster name].

The animal and the agreement

Biscuit is a 4-year-old, 52-pound neutered male English bulldog [grooming_intake_form.pdf p.1]. On July 18, 2025, Ms. Ferrell dropped him off at Sudsy Tails at 9:10 a.m. for a bath, nail trim and ear cleaning, for a package price of $85.00. Pick-up was planned for 1:00 p.m. [grooming_intake_form.pdf p.1]

On the intake form, in the section for health and behavior notes, Ms. Ferrell wrote: "Flat-faced breed. Gets winded in heat. Please NO heat dryers or cage dryers. Towel dry and fan only. Call me if he seems stressed." [grooming_intake_form.pdf p.1] The form bears the initials "K.B." beside that note [grooming_intake_form.pdf p.1].

Ms. Ferrell signed the release at the bottom of the form on July 18, 2025. It states that Sudsy Tails "will use reasonable care" [grooming_intake_form.pdf p.1]. Ms. Ferrell paid the $85.00 fee by card at drop-off [invoices_and_messages.pdf p.1].

What happened

Sudsy Tails' own drying log for July 18, 2025 records the following [grooming_intake_form.pdf p.1]:

- 10:05 a.m.: Biscuit's bath was done.
- 10:10 a.m.: He was placed in a cage dryer, bay 3, on a warm setting.
- 10:55 a.m.: He was checked and found "panting heavily, gums dark."
- 10:57 a.m.: He was removed from the dryer.
- 11:02 a.m.: The owner was called.

The entry is initialed "T.R." and identifies the bather as Tanner Rusk. Ms. Ferrell received a copy of the log on July 21, 2025 [grooming_intake_form.pdf p.1].

Ms. Ferrell drove Biscuit directly to Riverbend Animal Emergency Center, where he was admitted at 11:31 a.m. [emergency_vet_records.pdf p.1]. On arrival, his rectal temperature was 107.1 F. He was in severe respiratory distress with brick-red gums, and he collapsed [emergency_vet_records.pdf p.1]. The attending veterinarian, Dr. Helena Ostrowski, diagnosed heatstroke (hyperthermia) with upper airway swelling, with brachycephalic airway syndrome as a contributing factor [emergency_vet_records.pdf p.1].

At 2:40 p.m. that day, you wrote to Ms. Ferrell: "I am so sorry about Biscuit. Tanner is new and didn't see the note on the form." [invoices_and_messages.pdf p.1]

Ms. Ferrell had asked in writing, before the service, that no heat dryers or cage dryers be used on Biscuit. Sudsy Tails' log shows he was placed in a warm cage dryer anyway and stayed there for 47 minutes, from 10:10 to 10:57 a.m. [grooming_intake_form.pdf p.1]. In her discharge note, Dr. Ostrowski wrote: "In my opinion, exposure to a heated cage dryer is a known heatstroke risk for brachycephalic breeds and should be avoided." [emergency_vet_records.pdf p.1] The standard of care for professional groomers is [ADD: standard of care, per veterinary expert].

Ms. Ferrell told you on July 24, 2025 that the emergency bill was $8,899.50 and asked Sudsy Tails to pay the veterinary bills. On July 25 you said you needed to speak with your insurance agent [invoices_and_messages.pdf p.1]. On August 19, Ms. Ferrell asked for your insurance information. On August 20, you replied that your agent said "groomers aren't covered for pre-existing breed problems," and you offered a refund of the grooming fee and two free baths. Ms. Ferrell declined, and Sudsy Tails has not replied since [invoices_and_messages.pdf p.1].

We do not agree that the release's reference to pre-existing conditions applies here [VERIFY: Kentucky rule on effect and enforceability of the release]. Ms. Ferrell told Sudsy Tails in writing that Biscuit was sensitive to heat and asked that cage dryers not be used. Biscuit's injury followed his time in Sudsy Tails' warm cage dryer. Ms. Ferrell has stated that Biscuit was healthy when she dropped him off [invoices_and_messages.pdf p.1].

Treatment and outcome

Biscuit was treated at Riverbend with active cooling, oxygen, sedation, IV fluids, temporary intubation and plasma, with blood work every 6 hours, and was hospitalized in the ICU [emergency_vet_records.pdf p.1]. On July 19, 2025, his clotting values were abnormal and were treated. On July 20 he was extubated, his breathing had improved, and he was eating small amounts. He was discharged on July 22, 2025 [emergency_vet_records.pdf p.1].

Dr. Ostrowski wrote in the discharge note: "Biscuit suffered life-threatening heatstroke." She also wrote that he "is at higher risk of future heat injury and of kidney effects" and recommended recheck blood work in two weeks [emergency_vet_records.pdf p.1].

Biscuit's regular veterinarian, Dr. Calvin Mereweather of Stonebridge Veterinary Clinic, rechecked him on August 5, 2025 and found his kidney values mildly elevated. He prescribed a

kidney diet and a recheck in October [emergency_vet_records.pdf p.1]. On October 7, 2025, Biscuit's kidney values were still mildly elevated. The diet continues, rechecks are to occur every six months, and Ms. Ferrell was told to avoid heat exposure [emergency_vet_records.pdf p.1]. Biscuit's current condition is [ADD: current condition, if updated since October 7, 2025].

Damages

Ms. Ferrell has incurred the following documented expenses. Dr. Ostrowski's discharge note and the Stonebridge records show the continuing monitoring that followed.

Item	Date	Amount	Source
Riverbend: emergency exam and stabilization	Invoice 77-41930, July 22, 2025	$285.00	[invoices_and_messages.pdf p.1]
Riverbend: ICU hospitalization, 4 nights	Invoice 77-41930, July 22, 2025	$3,960.00	[invoices_and_messages.pdf p.1]
Riverbend: oxygen therapy and intubation	Invoice 77-41930, July 22, 2025	$1,420.00	[invoices_and_messages.pdf p.1]
Riverbend: IV fluids and medications	Invoice 77-41930, July 22, 2025	$1,186.50	[invoices_and_messages.pdf p.1]
Riverbend: plasma transfusion	Invoice 77-41930, July 22, 2025	$940.00	[invoices_and_messages.pdf p.1]
Riverbend: laboratory tests	Invoice 77-41930, July 22, 2025	$1,108.00	[invoices_and_messages.pdf p.1]
Stonebridge: recheck and blood panel	August 5, 2025	$246.00	[invoices_and_messages.pdf p.1]
Stonebridge: recheck and blood panel	October 7, 2025	$246.00	[invoices_and_messages.pdf p.1]
Prescription kidney diet (receipts)	August 2025 through January 2026	$412.80	[invoices_and_messages.pdf p.1]
Sudsy Tails grooming package	July 18, 2025	$85.00	[invoices_and_messages.pdf p.1]
Total (as read from the bills)		**$9,889.30**	

The Riverbend invoice shows a total of $8,899.50, which Ms. Ferrell paid on July 22, 2025 [invoices_and_messages.pdf p.1]. Ms. Ferrell's claim is for her veterinary expenses and the grooming fee [firm notes]. Biscuit's kidney monitoring is ongoing, and Ms. Ferrell reserves the right to supplement this claim with further documented expenses. The recoverable damages for injury to an animal in Kentucky are [VERIFY: Kentucky rule on damages recoverable for injury to or loss of an animal].

Demand

On behalf of Ms. Ferrell, we demand payment of [ADD: demand amount] by [ADD: response deadline]. Sudsy Tails' offer of August 20, 2025 is rejected. If this matter is not resolved, Ms.

Ferrell will consider all available remedies [VERIFY: Kentucky filing deadline for this claim].

We also ask that Sudsy Tails and its insurer preserve all records and evidence relating to Biscuit and July 18, 2025, including:

- the original intake form and drying log;
- records for cage dryer bay 3, including settings, maintenance and temperature controls;
- any video from the salon;
- training and supervision records for Tanner Rusk and any staff who handled Biscuit;
- text messages and other communications with Ms. Ferrell;
- Sudsy Tails' liability insurance policies and all communications with any insurer or agent about this incident.

Please contact me to discuss this matter.

Sincerely,

Jessica R. Castellane
Castellane Moore PLLC