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.

- Kentucky law is not cited anywhere in the letter. Please confirm the three [VERIFY] items: who may bring the claim (including any separate survival claim), damages available and any limits, and whether court approval of the settlement or its allocation is required. Also confirm the employer-liability basis for Evergreen Edge Landscaping LLC.
- The letters of appointment are not in the file; the March 2, 2026 appointment comes from the firm notes only. Confirm the estate's capacity and which family members are claimants. The firm notes say "Megan Sutter" and the records say "Megan L. Sutter."
- Totals are as read: medical charges $211,575.00, funeral invoice $16,350.00 (matches the invoice total), combined $227,925.00. Please check the arithmetic.
- The medical bills show gross charges only. No payments, adjustments, write-offs or liens appear in the file. Confirm the amounts and whether liens exist.
- The funeral invoice says it was paid by Megan L. Sutter personally on March 4, 2026. Confirm whether the estate or she individually claims this expense.
- The children's ages (15 and 11) come from the intake sheet, not a dated record. Confirm they are current.
- The criminal charges (failure to obey a traffic signal and reckless homicide) are listed as pending in the police report. Confirm their current status before sending.
- The police report says the company retained the dash camera footage at the officer's request. Confirm whether a separate preservation letter has already gone out.
- The records do not show conscious suffering, so the letter does not claim it. The records give no economic loss analysis, so none is stated.
- Placeholders to fill: the claim number, adjuster and insurer address, policy number, date and delivery method, the family's account of Mr. Sutter's life and of their loss, the demand amount and the response deadline.

Ashby Prewitt & Cole PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: adjuster name]
Granite Plains Commercial Insurance
[ADD: street address]
[ADD: city, state ZIP]

Re: Wrongful death claim of Daniel A. Sutter, deceased; Insured: Evergreen Edge Landscaping LLC; Claim No. [ADD: claim number]; Date of collision: February 11, 2026; Date of death: February 14, 2026

Dear [ADD: adjuster name]:

Introduction

This firm represents Megan Sutter, as administratrix of the Estate of Daniel Sutter (appointed by the Haddon County District Court on March 2, 2026), and Mr. Sutter's wife and two children [firm notes]. We write about the death of Daniel A. Sutter on February 14, 2026, after he was struck by a truck owned by your insured, Evergreen Edge Landscaping LLC, on February 11, 2026 [police_crash_report.pdf p.1; hospital_and_death_records.pdf p.1]. [ADD: policy number] [VERIFY: Kentucky rule on who may bring a wrongful death claim, any separate survival claim, and appointment of a personal representative]

Please direct all communication about this claim to our office and not to the family. We extend our condolences to the Sutter family and set out below the facts as the records show them.

About Daniel Sutter

Mr. Sutter was 44 years old [hospital_and_death_records.pdf p.1]. He taught chemistry at Millbrook Central High School from August 2009 until his death [bills_funeral_employment.pdf p.1]. His salary for the 2025-2026 school year was $63,400.00, and he received an annual stipend of $3,200.00 for coaching the girls' cross country team [bills_funeral_employment.pdf p.1]. He was eligible for the district retirement plan and family health coverage [bills_funeral_employment.pdf p.1].

He was married to Megan L. Sutter and is survived by her and their children, Owen (age 15) and Claire (age 11) [hospital_and_death_records.pdf p.1; bills_funeral_employment.pdf p.1].

[ADD: family's description of the decedent's life]

The Incident and Liability

At 7:12 AM on February 11, 2026, Mr. Sutter was crossing Hollis Avenue northbound in the marked crosswalk at Carver Street in Millbrook, Kentucky, on a walk signal. The weather was clear and dry, and it was daylight [police_crash_report.pdf p.1].

A white heavy-duty dump-bed pickup lettered "Evergreen Edge Landscaping" was traveling eastbound on Hollis Avenue. It entered the intersection on a steady red signal and struck Mr. Sutter [police_crash_report.pdf p.1]. The truck is owned by Evergreen Edge Landscaping LLC

and was driven by its employee, Wade T. Hollins, who was on duty at the time [police_crash_report.pdf p.1].

The evidence of fault in the police report is consistent:

- City signal timing records confirm the eastbound signal had been red for 4.1 seconds at the moment of impact [police_crash_report.pdf p.1].
- Two witnesses, Teresa Lam and Jordan Pryce, each stated that Mr. Sutter had the walk signal [police_crash_report.pdf p.1].
- Mr. Hollins told the investigating officer he was checking a job address on a tablet mounted on the dash [police_crash_report.pdf p.1].
- Mr. Hollins was charged with failure to obey a traffic signal and reckless homicide. Those charges are pending [police_crash_report.pdf p.1].

Mr. Hollins was acting as Evergreen Edge Landscaping LLC's employee while on duty, and the company is responsible for his conduct. [VERIFY: Kentucky rule on employer liability for an on-duty employee's negligence]

The police report states that the dash camera footage was retained by the company at the officer's request [police_crash_report.pdf p.1]. We ask that your insured preserve that footage, the dash-mounted tablet and its data, and all records relating to Mr. Hollins's work assignments on February 11, 2026.

Medical Care and Cause of Death

Millbrook Fire Rescue took Mr. Sutter from the scene to University of Millbrook Medical Center in critical condition [police_crash_report.pdf p.1]. He arrived at 7:31 AM with a Glasgow Coma Scale score of 6 and was intubated [hospital_and_death_records.pdf p.1]. CT imaging showed a skull fracture with subdural hematoma, pelvic fractures, a left femur fracture and a splenic laceration [hospital_and_death_records.pdf p.1]. He underwent an emergency craniotomy and splenectomy [hospital_and_death_records.pdf p.1].

From February 11 to February 14, 2026, he remained in the ICU, unresponsive and sedated, with no purposeful response documented. His family was at his bedside [hospital_and_death_records.pdf p.1]. He was declared dead on February 14, 2026, at 3:48 PM after neurological testing. His attending physicians were Dr. Kenneth Albright (trauma surgery) and Dr. Sunita Rao (neurocritical care) [hospital_and_death_records.pdf p.1].

The certificate of death lists the immediate cause of death as severe traumatic brain injury, due to a pedestrian being struck by a motor vehicle. The manner of death is listed as accident [hospital_and_death_records.pdf p.1]. The medical examiner's autopsy found injuries consistent with blunt force trauma to the head, torso and lower extremities [hospital_and_death_records.pdf p.1].

Damages

The medical and funeral expenses documented to date are:

Item	Date	Amount	Source
Millbrook Fire Rescue, advanced life support transport	February 11, 2026	$2,240.00	[bills_funeral_employment.pdf p.1]
University of Millbrook Medical Center, trauma activation, surgery, ICU and ancillary charges	February 11-14, 2026	$187,460.00	[bills_funeral_employment.pdf p.1]
University Physicians Group, surgeon and physician fees	February 11-14, 2026	$21,875.00	[bills_funeral_employment.pdf p.1]
Hartley and Sons Funeral Home, professional services and staff	February 20, 2026 (invoice date)	$3,450.00	[bills_funeral_employment.pdf p.1]
Hartley and Sons Funeral Home, casket	February 20, 2026 (invoice date)	$4,200.00	[bills_funeral_employment.pdf p.1]
Hartley and Sons Funeral Home, visitation and service	February 20, 2026 (invoice date)	$1,850.00	[bills_funeral_employment.pdf p.1]
Burial plot, Crestview Cemetery	February 20, 2026 (invoice date)	$2,900.00	[bills_funeral_employment.pdf p.1]
Opening and closing of grave	February 20, 2026 (invoice date)	$1,350.00	[bills_funeral_employment.pdf p.1]
Headstone	February 20, 2026 (invoice date)	$2,600.00	[bills_funeral_employment.pdf p.1]

Total (as read from the bills): $227,925.00, made up of medical and transport charges of $211,575.00 and a funeral invoice total of $16,350.00 [bills_funeral_employment.pdf p.1]. The funeral invoice was paid by Megan L. Sutter on March 4, 2026 [bills_funeral_employment.pdf p.1].

Mr. Sutter's documented earnings were a salary of $63,400.00 for the 2025-2026 school year and an annual coaching stipend of $3,200.00. He was also eligible for retirement and family health benefits through his employer [bills_funeral_employment.pdf p.1]. He supported a wife and two minor children [bills_funeral_employment.pdf p.1]. [ADD: economic loss analysis, if the firm will provide one]

The family has also lost Mr. Sutter's companionship and guidance. [ADD: family members' account]

[VERIFY: Kentucky rule on damages available in wrongful death and survival claims, including any limits]

Demand

On behalf of our clients, we demand [ADD: demand amount] to resolve all claims arising from the death of Daniel A. Sutter. Please respond in writing by [ADD: response deadline]. [VERIFY: whether Kentucky requires court approval of the settlement or its allocation]

We are available to discuss this claim and look forward to your response.

Sincerely,

Lauren E. Prewitt
Ashby Prewitt & Cole PLLC