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.

- [VERIFY: Nevada rule on breach of the peace in self-help repossession] and [VERIFY: Nevada required notices after repossession and before sale] appear in the letter. The letter states no statute or notice period, so please confirm the Nevada rules and add them if wanted.
- The Desert Crest account note of October 27, 2025 says "1 payment past due." The payment history and the August 20, 2025 deferral agreement show every payment made and the August payment deferred. The letter relies on the deferral and the contract's Section 7. Please confirm that reading.
- The scene is disputed. Officer Ramsey's report records Ms. Quintero's account and Mr. Ochoa's statement. It also records Mr. Lantz's statement that the vehicle was hooked before she came out. The letter attributes each statement to its speaker. The records show a driveway, not a garage, so no closed-structure entry is alleged. Please confirm with the client.
- The loss total of $3,105.89 is as read from the records. It includes the $175.00 Silverline release fee and the client's listed purchase prices for the missing items, which are not appraised values. Please check the sum.
- The $175.00 storage fee (Desert Crest, posted Nov 3, 2025) and the $175.00 release fee (Silverline, paid Nov 5, 2025) are treated as separate charges. Please confirm.
- The refund of the release fee and the credit-reporting request are not in the firm notes. The records show no credit reporting. Please keep or delete these items.
- The letter does not say whether the SUV has been returned or sold. The notice says a private sale could occur on or after November 24, 2025, and the rental ended November 17, 2025. Please update both before sending.
- Silverline's status as Desert Crest's agent comes from the firm notes and the account notes (Oct 27, 2025 assignment). Please confirm.
- The following are placeholders: date, delivery method, recipient name, addresses and ZIP codes, account number, demand amount and response deadline. Account and card numbers were left out on purpose.

Calderon Whitlock PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Desert Crest Auto Finance LLC
1150 Alder Canyon Parkway, Suite 400
Juniper Springs, Nevada [ADD: ZIP]

Re: Wrongful repossession of 2022 Tessaro Crestline SUV (VIN ending 41K927). Our client: Marisol Quintero. Account no. [ADD: account number]. Date of repossession: October 28, 2025

Dear [ADD: recipient name]:

Introduction

We represent Marisol Quintero in connection with the repossession of her 2022 Tessaro Crestline SUV on October 28, 2025, by Silverline Recovery Services, acting as agent for Desert Crest Auto Finance LLC ("Desert Crest") [firm notes; notices_and_receipts.pdf p.1; police_incident_report.pdf p.1]. Desert Crest's own records show that Ms. Quintero was not in default when the vehicle was taken. We demand the return of the vehicle and her personal property and the other relief described below.

The loan and security agreement

On April 12, 2025, Ms. Quintero signed a Retail Installment Sale Contract and Security Agreement for the vehicle, which was assigned to Desert Crest [retail_installment_contract.pdf p.1]. The amount financed was $24,880.00, payable in 60 monthly payments of $486.20, with the first due May 15, 2025 and the rest due on the 15th of each month [retail_installment_contract.pdf p.1].

The contract provides:

- Default (Section 6): "You will be in default if you fail to make any payment by its due date and do not cure it by the next payment due date." [retail_installment_contract.pdf p.1]
- Extensions (Section 7): "A deferred payment is added to the end of the contract and is not past due while the deferral is in effect." [retail_installment_contract.pdf p.1]
- Repossession (Section 8): "If you are in default, we may take the vehicle without going to court, so long as we do so peacefully. We will not enter a locked or closed structure." [retail_installment_contract.pdf p.1]
- Personal property (Section 9): "Any personal property in the vehicle when we take it will be held for you. We will tell you how to get it back. We will not charge a fee to return it." [retail_installment_contract.pdf p.1]
- Notices (Section 10): "After we take the vehicle we will mail you a notice telling you how you can get it back and when and how we intend to sell it." [retail_installment_contract.pdf

p.1]

Desert Crest's payment history, printed November 4, 2025, shows the following [payment_history_and_deferral.pdf p.1]:

- The payments due May 15, June 15 and July 15, 2025 were each paid in full ($486.20) by ACH on May 14, June 13 and July 15, 2025.
- On August 20, 2025, Desert Crest approved a deferral of the payment due August 15, 2025 to the end of the contract. The signed Payment Deferral Agreement states: "Your account is current as of the date of this agreement." It was approved by Kendra Voss, Collections Specialist.
- The payments due September 15 and October 15, 2025 were each paid in full ($486.20) by ACH on September 12 and October 14, 2025.

Under Section 7, the deferred August payment was not past due. Ms. Quintero had made every other payment due before the repossession.

The repossession

Desert Crest's account notes record that on October 27, 2025 at 4:12 pm the account was "flagged for repossession assignment, 1 payment past due" and assigned to Silverline Recovery Services [payment_history_and_deferral.pdf p.1].

According to Copper Flats Police Department Incident Report No. 25-118604, Ms. Quintero called police at 2:31 am on October 28, 2025 to report a disturbance in her driveway at 482 Larkin Hollow Drive [police_incident_report.pdf p.1]. The report records the following:

- Ms. Quintero stated that she heard the tow truck at about 2:10 am, came outside, and told the operator several times that her account was current and that he could not take the vehicle [police_incident_report.pdf p.1].
- She stated that she stood beside the rear wheel, that the operator told her to move or she would get hurt, and that he then raised the vehicle while she was standing next to it [police_incident_report.pdf p.1].
- A neighbor, Gilbert Ochoa, stated that he came out after hearing shouting and saw Ms. Quintero standing near the vehicle as it was lifted [police_incident_report.pdf p.1].
- The tow operator identified himself as Cody Lantz of Silverline Recovery Services. He stated that he had a valid repossession order and that the vehicle was hooked before Ms. Quintero came out. He left with the vehicle at 2:44 am [police_incident_report.pdf p.1].
- Ms. Quintero stated that her work tools, a laptop computer and a child car seat were inside the vehicle [police_incident_report.pdf p.1].

The repossession was wrongful for these reasons:

- Ms. Quintero was not in default. Her payments were current, and the only payment not made on its original due date had been deferred in writing by Desert Crest [payment_history_and_deferral.pdf p.1].

- Desert Crest's own collections specialist recorded on October 29, 2025 at 9:40 am: "Customer called. Deferral of Aug payment on file. Repo assignment should not have issued." [payment_history_and_deferral.pdf p.1]
- The vehicle was taken over Ms. Quintero's repeated verbal objection at the scene, while she was standing next to it [police_incident_report.pdf p.1]. Section 8 of the contract permits repossession only after default and only if done peacefully [retail_installment_contract.pdf p.1]. [VERIFY: Nevada rule on breach of the peace in self-help repossession]

Notices after repossession

Desert Crest mailed Ms. Quintero a "Notice of Our Plan to Sell Property" dated November 3, 2025 [notices_and_receipts.pdf p.1]. It states that the vehicle was repossessed on October 28, 2025 "because you broke promises in our agreement." It states that the vehicle would be sold at private sale on or after November 24, 2025. It states that she could get the vehicle back by paying "the full amount you owe, $23,962.10, plus repossession and storage fees" [notices_and_receipts.pdf p.1]. The notice does not mention the August 20, 2025 deferral or any option to reinstate the contract. It was mailed after Desert Crest's own representative had noted that the repossession should not have issued [payment_history_and_deferral.pdf p.1]. [VERIFY: Nevada required notices after repossession and before sale]

[ADD: any other notices received after repossession]

Losses

Desert Crest and its agent have charged Ms. Quintero fees, kept some of her property, and caused her to rent a replacement vehicle. Silverline's Personal Property Release Form dated November 5, 2025 shows that only the child car seat was released and that three items were "not located" [notices_and_receipts.pdf p.1]. The values below are the purchase prices on the owner's list, with receipts attached to that list.

Item	Date	Amount	Source
Repossession fee posted by Desert Crest	October 29, 2025	$450.00	[payment_history_and_deferral.pdf p.1]
Storage fee posted by Desert Crest	November 3, 2025	$175.00	[payment_history_and_deferral.pdf p.1]
Property release fee paid to Silverline (receipt no. SR-60231)	November 5, 2025	$175.00	[notices_and_receipts.pdf p.1]
Cordless drill and impact driver kit, 18-volt (not located)	Purchased March 8, 2025	$329.00	[notices_and_receipts.pdf p.1]
Laptop computer, 15-inch (not located)	Purchased January 22, 2025	$1,149.99	[notices_and_receipts.pdf p.1]
Tool bag with hand tools (not located)	Purchased June 2, 2025	$214.50	[notices_and_receipts.pdf p.1]
Replacement vehicle rental, Riverbend Car Rental, agreement	October 28 to November 17,	$612.40	[notices_and_receipts.pdf p.1]

Item	Date	Amount	Source
RB-447120	2025		
Total (as read from the bills)		**$3,105.89**	

The release fee was charged even though Section 9 of the contract states that Desert Crest "will not charge a fee to return" personal property [retail_installment_contract.pdf p.1].

Demand

On behalf of Ms. Quintero, we demand that Desert Crest and Silverline Recovery Services, by [ADD: response deadline]:

- Return the 2022 Tessaro Crestline SUV to Ms. Quintero at no charge, and take no step to sell it. [ADD: delivery location or arrangements]
- Return the cordless drill and impact driver kit, the 15-inch laptop computer and the tool bag with hand tools.
- Reverse the $450.00 repossession fee and the $175.00 storage fee on Ms. Quintero's account, and refund the $175.00 property release fee.
- Withdraw the November 3, 2025 Notice of Our Plan to Sell Property, and make sure that no negative information about this repossession is reported to any credit reporting agency, or that any such information already reported is corrected.
- Pay [ADD: demand amount], covering the rental costs and any item of personal property that is not returned.

Please send your written response to this office by [ADD: response deadline]. Please also preserve all records relating to this account and the repossession, including the October 27 and October 29, 2025 account notes, the repossession assignment to Silverline, and all communications with Silverline. Ms. Quintero reserves all rights and remedies, and nothing in this letter waives any of them.

Sincerely,

Renata M. Calderon
Calderon Whitlock PLLC

cc: Silverline Recovery Services, [ADD: address]