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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.

- Contract question: the April 7-14, 2025 emails and the April 11 proposal may amount to a written agreement, and the proposal itself is not in the file. I added `[VERIFY: whether a breach of contract claim fits better]`. Please review before relying on quantum meruit alone.
- Date conflict: Ms. Harlan's August 6, 2025 email says Mr. Ferrell added the second model yard on April 22, but his April 7 email already mentions "the two model home yards." No document shows an April 22 addition, so the letter does not rely on it.
- Totals: the amounts are copied as read, and the invoice total ($46,976.00), the materials total ($17,400.00) and the $31,976.00 balance should be re-checked. The reasonable value table lists the four deliveries separately. The invoice shows them as one materials line.
- Records referred to but not in the files: the work log mentions photos (pp. 3-4) and a brochure (p. 5), but the file is one page, so I did not cite them. The proposal, daily crew sheets, signed delivery ticket, nursery and supplier invoices, and the brochure are also not provided.
- Reasonable value: the figures are the client's own stated rates, billed hours and costs. The documents show no express agreement by Mr. Ferrell to the rates, and no independent market-value evidence. Consider adding `[ADD: independent evidence of reasonable value, if any]`.
- Kentucky law items for review: `[VERIFY: Kentucky elements of unjust enrichment and quantum meruit]`, `[VERIFY: Kentucky limitations period for unjust enrichment]` and `[VERIFY: Kentucky rule on interest and recoverable costs]`.
- Non-payment status runs "as of January 12, 2026" per the invoice file. Confirm it is still current at sending.
- Mr. Ferrell's title (managing member) comes from the firm notes. Mailing addresses, delivery method, date, demand amount, deadline and payment instructions are placeholders.

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

[ADD: date]

VIA [ADD: delivery method]

Scott Ferrell, Managing Member [firm notes]
Bluegrass Meadow Homes LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for payment, Harlan Creek Landscape Design LLC, Willow Bend entrance and model homes, Invoice No. 1042 [invoice_and_payments.pdf p.1]; claim number [ADD: claim or file number]; work performed April 9 to May 15, 2025 [work_log_and_delivery.pdf p.1]

Dear Scott Ferrell:

Introduction

We represent Harlan Creek Landscape Design LLC ("Harlan Creek") [firm notes]. This letter concerns the landscape design, installation labor, plants and materials that Harlan Creek provided to Bluegrass Meadow Homes LLC ("Bluegrass Meadow") for the Willow Bend entrance and two model home yards on Willow Bend Drive, Fairmont Station, Kentucky, between April 9 and May 15, 2025 [work_log_and_delivery.pdf p.1]. No signed contract covers this work [firm notes]. A balance remains unpaid, and we write to request payment.

What our client provided

The record shows the following, in date order:

- April 7, 2025: You wrote to Lena Harlan that Bluegrass Meadow needed "the Willow Bend entrance and the two model home yards looking finished" before the May 17 grand opening. You asked whether Harlan Creek could "do a design and get plants in the ground," and wrote, "Go ahead and get started. We will sort out paperwork later." [request_emails.pdf p.1]
- April 8, 2025: Ms. Harlan replied that Harlan Creek's standard design rate is $125 per hour, installation labor is $68 per hour per crew member, and plants and materials are charged at cost plus 15%. [request_emails.pdf p.1]
- April 9 to April 18, 2025: Ms. Harlan performed the site visit, measurements, concept plan, planting plan and color rendering, totaling 46 hours. [work_log_and_delivery.pdf p.1]
- April 11, 2025: Harlan Creek sent a written proposal "estimating $41,500 for design and installation" and asked that it be signed and returned. [request_emails.pdf p.1]
- April 14, 2025: You wrote, "Haven't had time to sign, but the design looks great. Keep going, the opening date is not moving." [request_emails.pdf p.1]
- April 25 to May 6, 2025: Harlan Creek purchased plants and materials from Cumberland Ridge Nursery, Valley Stone Supply and Greenline Irrigation Supply. The April 25 delivery ticket was signed on site by S. Ferrell. [work_log_and_delivery.pdf p.1]

- April 28 to May 15, 2025: Harlan Creek crews performed grading, irrigation, planting, mulch and stone edging at the entrance and Lots 1 and 2, logging 312 crew hours on daily sheets. [work_log_and_delivery.pdf p.1]
- May 20, 2025: Harlan Creek issued Invoice No. 1042 to Bluegrass Meadow, requesting payment by June 20, 2025. [invoice_and_payments.pdf p.1]

The recipient knew and accepted the benefit

Bluegrass Meadow requested this work, directed it to continue, and used the result.

- You asked Harlan Creek to start work on April 7, 2025, and told it to "keep going" on April 14, 2025, after receiving the proposal and the rendering. [request_emails.pdf p.1]
- Bluegrass Meadow knew Harlan Creek expected payment. Ms. Harlan quoted hourly rates and a materials charge on April 8, sent a proposal with an estimated price on April 11, and asked that it be signed. Your own April 7 email spoke of sorting out "paperwork later." [request_emails.pdf p.1]
- On May 19, 2025, you wrote that "the entrance was the hit of the grand opening" and that Bluegrass Meadow was "using your rendering on the sales brochure and the website." [request_emails.pdf p.1] Harlan Creek's records note that a brochure printed in June 2025 shows the Harlan Creek rendering on its cover. [work_log_and_delivery.pdf p.1]
- On June 27, 2025, Bluegrass Meadow paid $15,000.00 toward Invoice No. 1042. [invoice_and_payments.pdf p.1]
- On August 4, 2025, you wrote that the invoice was higher than the $41,500 proposal and that nothing had been signed, and that the $15,000 you sent "should be fair." Your email did not say that the work was not requested or not performed. [invoice_and_payments.pdf p.1]
- On August 6, 2025, Ms. Harlan responded that the proposal was an estimate, that the invoice is based on the hours and materials in Harlan Creek's logs, and asked for payment of the $31,976.00 balance. [invoice_and_payments.pdf p.1]

As of January 12, 2026, Harlan Creek's records show no further payment or reply. [invoice_and_payments.pdf p.1]

Reasonable value

Invoice No. 1042 values the work using the rates Harlan Creek quoted on April 8, 2025, the hours recorded in its logs, and its documented material costs:

Item	Date	Amount	Source
Design, 46 hours at $125.00	April 9 to April 18, 2025	$5,750.00	invoice_and_payments.pdf p.1; work_log_and_delivery.pdf p.1
Installation labor, 312 crew hours at $68.00	April 28 to May 15, 2025	$21,216.00	invoice_and_payments.pdf p.1; work_log_and_delivery.pdf p.1
Trees and shrubs, Cumberland Ridge Nursery (at cost)	April 25, 2025	$9,840.00	work_log_and_delivery.pdf p.1

Item	Date	Amount	Source
Perennials and groundcover, Cumberland Ridge Nursery (at cost)	April 30, 2025	$3,215.00	work_log_and_delivery.pdf p.1
Edging stone and boulders, Valley Stone Supply (at cost)	May 2, 2025	$2,960.00	work_log_and_delivery.pdf p.1
Irrigation parts, Greenline Irrigation Supply (at cost)	May 6, 2025	$1,385.00	work_log_and_delivery.pdf p.1
Plants and materials at cost, subtotal	April 25 to May 6, 2025	$17,400.00	invoice_and_payments.pdf p.1; work_log_and_delivery.pdf p.1
Materials handling at 15%	May 20, 2025 (invoice date)	$2,610.00	invoice_and_payments.pdf p.1
Total (as read from the bills)	May 20, 2025	**$46,976.00**	invoice_and_payments.pdf p.1
Less payment received	June 27, 2025	($15,000.00)	invoice_and_payments.pdf p.1
Balance shown on invoice		**$31,976.00**	invoice_and_payments.pdf p.1

The $41,500 figure in the April 11 proposal was described as an estimate. [request_emails.pdf p.1] The invoice reflects the hours worked and materials purchased, as recorded in Harlan Creek's logs. [invoice_and_payments.pdf p.1]

Why payment is owed

Bluegrass Meadow asked for this design and installation work, received it, and has used it, including for its grand opening and in its sales brochure and website. Harlan Creek provided that benefit at its own expense, in labor and out-of-pocket materials. It has been paid only part of the value of what it provided. In these circumstances, it would be unfair for Bluegrass Meadow to keep the full benefit without paying the reasonable value of the work. [VERIFY: Kentucky elements of unjust enrichment and quantum meruit] [VERIFY: whether a breach of contract claim fits better]

Demand

We demand that Bluegrass Meadow pay Harlan Creek [ADD: demand amount] by [ADD: response deadline], using [ADD: payment instructions].

If payment is not received by that date, Harlan Creek will consider its options, and it reserves all of its rights and remedies, including interest and costs to the extent permitted by law. [VERIFY: Kentucky rule on interest and recoverable costs] [VERIFY: Kentucky limitations period for unjust enrichment] Nothing in this letter waives any right or remedy, all of which are expressly reserved. Please direct all further communications about this matter to me.

Sincerely,

Nathaniel Ashby
Ashby Rowan PLLC