FICTIONAL SAMPLE · DRAFTED BY DEMANDLETTERHUB 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.

- Placeholders remain for the demand amount, response deadline, payment instructions, letter date, delivery method, firm address, ZIP code, and Mr. Pemberton's individual address. The firm notes give no deadline.
- Check all totals. The invoice total ($34,897.50), balance ($30,897.50) and total with late charges ($32,083.92) are copied from the March 2, 2026 statement. The invoice rows add up as read.
- The $1,186.42 in late charges is the client's figure through February 28, 2026. The records give no calculation, so check it against the 1.5% per month term and the January 15 payment. Late charges after February 28 are not computed.
- The creditor is "Kinzel Lake Packaging Supply Co." in the documents but "Kinzel Lake Packaging Supply" in the firm notes. Confirm the legal name.
- The credit file is one page, but its headings refer to "page 2" and "page 3," and no applicant signature on the terms is shown. The guarantee is dated May 28, 2025, before the June 2, 2025 credit approval. Obtain the complete signed originals.
- The delivery receipts are not in the file. The statement is the only source for the signatures and for "no shortage or defect reported." The inspection dates are unknown, and L. Ochoa's role at Pemberton is unknown.
- The January 20, 2026 email says "three more invoices" were past due, but INV-24912 was not due until February 5, 2026. The letter does not repeat that statement.
- The "no reply as of March 9, 2026" note comes from the records. Confirm that no reply or payment has arrived since then or since the March 2 statement.
- The debt appears to be commercial, but confirm that no consumer, personal or household purpose is involved, including for the guarantor. The Illinois rules on late charges and interest, attorney fees and collection costs, and personal guarantees are marked [VERIFY] in the letter.

Garrison Holt LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Pemberton Fine Foods LLC
Attn: Gary Pemberton, Owner and Managing Member
718 Garnet Street, Unit C
Brookhaven Heights, Illinois [ADD: ZIP]

Gary Pemberton, individually, as Guarantor
[ADD: guarantor's address]

Re: Demand for Payment of Past Due Account, Kinzel Lake Packaging Supply Co., Customer Account ending 0582

Dear Gary Pemberton:

Introduction

This firm represents Kinzel Lake Packaging Supply Co. ("Kinzel Lake") [firm notes]. We write to Pemberton Fine Foods LLC ("Pemberton Fine Foods") and to you, individually, as guarantor, about four unpaid invoices on Pemberton Fine Foods' customer account ending 0582: INV-24417, INV-24603, INV-24788 and INV-24912 [account_statement.pdf p.1].

The account

Kinzel Lake approved Pemberton Fine Foods for commercial credit on June 2, 2025, with an approved credit limit of $40,000 [credit_application_and_terms.pdf p.1]. Under the Terms of Sale, each invoice is due on the due date printed on that invoice [credit_application_and_terms.pdf p.1]. The Terms of Sale also provide that any balance not paid by its due date bears a late charge of 1.5% per month on the unpaid amount until paid [credit_application_and_terms.pdf p.1]. They further provide that the applicant "agrees to pay all costs of collection, including reasonable attorney fees" [credit_application_and_terms.pdf p.1].

Kinzel Lake delivered each order to 718 Garnet Street, Unit C. Its records show signed delivery receipts as follows [account_statement.pdf p.1]:

- INV-24417, printed gift boxes, 6,000 units: signed by G. Pemberton on November 6, 2025.
- INV-24603, kraft shipping cartons and inserts: signed by L. Ochoa on November 24, 2025.
- INV-24788, holiday sleeves and labels: signed by L. Ochoa on December 12, 2025.
- INV-24912, insulated mailers, 2,500 units: signed by G. Pemberton on January 8, 2026.

Kinzel Lake's records show that no shortage or defect was reported on any order [account_statement.pdf p.1]. The Terms of Sale provide that goods not disputed in writing by the inspection date printed on the delivery receipt are accepted [credit_application_and_terms.pdf p.1].

The invoices, as shown on Kinzel Lake's statement dated March 2, 2026, are:

Invoice	Date	Amount	Paid	Balance	Source
INV-24417 (due December 4, 2025)	November 4, 2025	$9,840.00	$4,000.00	$5,840.00	[account_statement.pdf p.1]
INV-24603 (due December 22, 2025)	November 21, 2025	$7,215.50	$0.00	$7,215.50	[account_statement.pdf p.1]
INV-24788 (due January 9, 2026)	December 10, 2025	$11,362.00	$0.00	$11,362.00	[account_statement.pdf p.1]
INV-24912 (due February 5, 2026)	January 6, 2026	$6,480.00	$0.00	$6,480.00	[account_statement.pdf p.1]
Total (as read from the bills)		**$34,897.50**	**$4,000.00**	**$30,897.50**	[account_statement.pdf p.1]

The only payment received is $4,000.00 on January 15, 2026, which was applied to INV-24417 [account_statement.pdf p.1]. Kinzel Lake's statement also shows late charges billed through February 28, 2026 of $1,186.42, for a total balance including late charges of $32,083.92 [account_statement.pdf p.1]. Under the Terms of Sale, late charges continue to accrue on unpaid amounts until paid [credit_application_and_terms.pdf p.1].

Mr. Pemberton, you signed a Personal Guarantee, dated May 28, 2025, in which you "personally and unconditionally guarantee[d] prompt payment of all amounts owed to Kinzel Lake Packaging Supply Co., including late charges and collection costs" [credit_application_and_terms.pdf p.1].

Prior requests

Kinzel Lake has asked for payment several times, and Pemberton Fine Foods has acknowledged the balance:

- **December 18, 2025.** Kinzel Lake's credit manager, Dana Kowalczyk, emailed you that INV-24417 for $9,840.00 was due December 4 and asked when payment could be expected [reminder_emails.pdf p.1].
- **December 19, 2025.** You replied that "holiday season cash is tight," that you could "send part of it in January and catch up on everything by the end of February," and that "[t]he boxes were great, the customers loved them" [reminder_emails.pdf p.1].
- **January 15 and 20, 2026.** Kinzel Lake received a $4,000.00 payment on January 15. On January 20, Ms. Kowalczyk acknowledged it and advised that the account was on credit hold until the balance was brought current [reminder_emails.pdf p.1; account_statement.pdf p.1].
- **February 24, 2026.** Ms. Kowalczyk sent a final reminder stating that the past due balance was $30,897.50 plus late charges under the terms of sale. She noted that the catch-up payment promised for the end of February had not been received, and asked for payment by March 6, 2026 to avoid referral to attorneys [reminder_emails.pdf p.1].

Kinzel Lake has received no reply to the February 24 email as of March 9, 2026 [reminder_emails.pdf p.1]. Its March 2, 2026 statement reflects no payments other than the

$4,000.00 payment described above [account_statement.pdf p.1].

Demand

On behalf of Kinzel Lake, we demand that Pemberton Fine Foods and you, as guarantor, pay [ADD: demand amount] by [ADD: response deadline]. This demand covers the unpaid invoice balances and the late charges the Terms of Sale allow [firm notes].

Payment may be made as follows: [ADD: payment instructions].

If you contend that any part of the balance is disputed, please send us the basis for the dispute and any supporting documents in writing by the same date.

If payment is not received by that date, Kinzel Lake may pursue all available remedies against Pemberton Fine Foods and against you as guarantor. These may include recovery of late charges and the costs of collection, including reasonable attorney fees, as provided in the Terms of Sale and the Personal Guarantee [credit_application_and_terms.pdf p.1].

State and federal rules

This letter concerns a commercial account. Kinzel Lake's claim for late charges at the contract rate relies on the Terms of Sale [credit_application_and_terms.pdf p.1] and on [VERIFY: Illinois rule on interest and late charges on unpaid invoices]. Its claim for collection costs and attorney fees relies on the Terms of Sale and on [VERIFY: Illinois rule on enforcement of contractual attorney fees and collection costs]. Its claim against Mr. Pemberton relies on the Personal Guarantee and on [VERIFY: Illinois rule on enforcement of personal guarantees of commercial debt].

Please direct all communications about this matter to our office. You may reach me at [ADD: phone] or [ADD: email].

Sincerely,

Evan R. Garrison
Garrison Holt LLC