

FINAL PRE-FILING DEMAND

Short-Dated and Expired E1 Ink, Printer Lockout, Unavailable Proprietary Ink, and Continuing Consequential Loss

[insert date]

VIA CERTIFIED MAIL — RETURN RECEIPT REQUESTED AND EMAIL

Fantasia Trading LLC / eufyMake Customer Support and Legal Department

5350 Ontario Mills Parkway, Suite 100, Ontario, CA 91764

Copy: 10800 NE 8th Street, Suite 900, Bellevue, WA 98004

Re: eufyMake E1 [enter reference]

To eufyMake and Fantasia Trading LLC:

This is my final pre-filing demand. I demand immediate replacement or reimbursement for [#] E1 ink cartridges that are now unusable, restoration of a reliable supply of the essential proprietary ink required to operate the E1, and written protection against the additional ink loss that eufyMake's short-dated fulfillment, electronic expiration lockout, and continuing stock shortages are causing.

I am prepared to file a California small-claims action if this matter is not fully resolved. I am allowing a final opportunity to cure before filing because additional ink remains at risk and the total loss is still developing. This delay is for cure and accurate calculation of damages only; it is not acceptance of coupons, a waiver, or an agreement to limit the claim to the current amount.

1. The documented failure

The Kickstarter campaign represented an E1 ink shelf life of “12 Months” without disclosing that much of that period could elapse before delivery. eufyMake separately told backers that batch shipping would ensure ink freshness and prevent expiration. Nevertheless, the [insert product] delivered on [insert date(s)] with only [#] remaining—approximately [%] of the represented period.

The E1 electronically rejects expired cartridges and stops operating when an essential cartridge expires. It does not merely warn the user. The machine will not print without the required complement of usable colors that are essential to the products I need to print. All cartridges listed in Exhibit A are therefore presently unusable.

2. Continuing and cascading loss

The loss is continuing. eufyMake controls the only practical source of the proprietary consumables needed to restore operation. Its store shows essential ink as sold out for extended periods. I cannot cover the loss by purchasing a reasonable substitute. Each day of downtime consumes the finite useful life of other eufyMake ink already delivered.

Additional cartridges delivered in later fulfillment batches expire in approximately [enter expiration dates]. These cartridges are identified in Exhibit B as property presently at risk. Their ultimate loss is not yet included in the current monetary demand because the duration of the shortage and the amount that will expire cannot yet be calculated with reasonable certainty.

3. California-law notice

The unqualified “12 Months” product description formed part of the basis of the bargain and supports an express warranty under California Commercial Code section 2313. This letter constitutes notice of breach under section 2607. The direct loss and the value of the goods as delivered versus as warranted are recoverable under section 2714.

The cascading loss is also foreseeable. Under California Commercial Code section 2715, consequential damages may include loss resulting from requirements and needs the seller had reason to know at contracting and that could not reasonably be prevented by cover or otherwise. eufyMake knew the E1 uses proprietary, interdependent ink, programmed the machine to reject expired cartridges, controlled replacement supply, and represented that its fulfillment process would protect freshness. With Black ink unavailable, reasonable cover does not exist.

Any ambiguity in eufyMake's unqualified shelf-life representation should be construed against the party that caused the uncertainty under California Civil Code section 1654. To the extent this transaction qualifies as a consumer transaction under the Consumers Legal Remedies Act, this letter also gives notice and demands correction under Civil Code section 1782. I will allow the statutory 30-day cure period from confirmed receipt before seeking CLRA damages, if applicable.

4. Required cure

To resolve this dispute without filing, eufyMake must provide a written response within 10 calendar days after receipt confirming all of the following:

- Reimburse \$[xxx.xx] for cartridges in Exhibit A, plus documented applicable tax and reasonable replacement expenses; or, at my election, replace all ten at no cost with fresh cartridges carrying a commercially reasonable remaining shelf life on delivery.
- Provide valid shipment tracking and identify the expiration date of every replacement cartridge before or at shipment.
- Confirm in writing that eufyMake will replace or reimburse additional cartridges whose usable life is lost or materially impaired during downtime caused by short-dated ink, printer lockout, delayed replacement, or unavailability of required proprietary ink.
- Preserve all records concerning Backer [#] purchases, cartridge lot and expiration data, replacement criteria, printer expiration-lockout behavior, ink inventory since 2025, supply forecasts, and related contacts.

A response that merely repeats the coupon offer, replaces fewer than all items in Exhibit A, supplies another short-dated batch, or fails to restore operability will not constitute cure.

5. Filing position and damages through the filing date

If eufyMake does not fully cure, I intend to file and seek all damages that have matured by the filing date, allowable court costs, and any other relief within the small-claims court's authority. The amount presently

quantified is [\$xxx.xx], exclusive of documented tax, replacement expense, court costs, and the additional loss described in Exhibit B.

I am not attempting to split one controversy into successive actions. Before filing, I will update the damages schedule to include additional losses that become ascertainable during the cure period and continuing shortage. Nothing in this letter releases any claim, accepts an accord and satisfaction, or fixes the final amount of a future complaint.

Please direct a substantive written response to the contact information below.

Sincerely,

Name:

Address:

Email:

Telephone:

EXHIBIT A

Affected Cartridge and Current Damages Schedule

Ink	Cartridge serial number	Expires	Life left at delivery	Present status	Claim

Current direct ink loss	\$xxx.xx
Tax/replacement expense	Actual documented amount
CURRENT LIQUIDATED DEMAND	\$xxx.xx plus documented amounts

EXHIBIT B

Additional Ink at Risk — Damages Not Yet Fully Matured

This schedule places eufyMake on actual notice of foreseeable additional loss. No fixed monetary amount is presently demanded for these items because final quantities, remaining volumes, and the duration of printer downtime must be documented through the filing date.

Ink / item	Approx. qty.	Delivery	Expiration	Risk caused by downtime

No monetary amount is presently included in the demand for the items identified in this exhibit because the extent of their loss depends upon the duration of the printer lockout, the availability and delivery of essential replacement ink, and the amount of usable shelf life ultimately lost. These items are identified to place eufyMake on actual notice of foreseeable continuing damages. Any additional loss that becomes reasonably ascertainable before filing will be included in the damages sought.

Enclosures

1. [insert receipts etc]

Preservation notice

Because litigation is reasonably anticipated, preserve relevant electronically stored information and documents, including order and shipment records, lot/expiration data, firmware and software rules governing cartridge expiration, inventory records, restock projections, internal and external statements concerning ink freshness and shortages, replacement policies, and all communications concerning [Name or KS Backer #]. Please suspend routine deletion for these materials effective immediately.