

Cease and Desist Letter

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CEASE AND DESIST LETTER

[DATE]

From:

[SENDER NAME]

[SENDER ORGANIZATION]

[SENDER ADDRESS]

[SENDER CITY], [SENDER STATE] [SENDER ZIP]

Phone: [SENDER PHONE]

Email: [SENDER EMAIL]

To:

[RECIPIENT NAME]

[RECIPIENT ORGANIZATION]

[RECIPIENT ADDRESS]

[RECIPIENT CITY], [RECIPIENT STATE] [RECIPIENT ZIP]

Re: Cease and Desist Demand Regarding [DESCRIBE UNLAWFUL ACT]

1. INTRODUCTION

1.1. This letter serves as a formal demand that you, [RECIPIENT NAME] ("Recipient"), immediately cease and desist from the conduct described below. This demand is made by [SENDER NAME] ("Sender").

1.2. Nothing in this letter constitutes a waiver of any rights or remedies, whether at law or in equity, all of which are expressly reserved.

2. PARTIES

2.1. Sender: [SENDER NAME], located at [SENDER ADDRESS], [SENDER CITY], [SENDER STATE] [SENDER ZIP].

2.2. Recipient: [RECIPIENT NAME], located at [RECIPIENT ADDRESS], [RECIPIENT CITY], [RECIPIENT STATE] [RECIPIENT ZIP].

3. STATEMENT OF FACTS

3.1. On or about [DATE OR DATE RANGE], Recipient engaged in the following conduct: [DESCRIBE UNLAWFUL ACT].

3.2. As a result of the foregoing conduct, Sender has suffered or is reasonably likely to suffer the following harms: [DESCRIBE HARMS, E.G., LOSS OF REVENUE, DAMAGE TO REPUTATION, CONFUSION, INJURY].

3.3. The alleged conduct includes, but is not limited to, the following specific acts: [LIST SPECIFIC ACTS OR EXAMPLES].

4. LEGAL BASIS AND CLAIMS (SUMMARY)

4.1. The conduct described above may constitute violations of applicable law, including without limitation: (a) claims for trademark, copyright, or trade secret infringement; (b) breach of contract; (c) defamation; (d) unfair competition; (e) harassment or invasion of privacy; and (f) other statutory or common law claims under the laws of [STATE] and federal law.

4.2. Sender expressly reserves the right to assert any and all legal and equitable claims arising from

Recipient's conduct.

5. DEMAND TO CEASE AND DESIST

5.1. Sender demands that Recipient immediately: [SPECIFIC DEMAND — e.g., "permanently cease and desist from using [MARK/CONTENT], remove all infringing materials from websites and social media, and refrain from contacting Sender's clients or employees"].

5.2. In addition to ceasing the conduct, Sender demands that Recipient take the following remedial actions by no later than [DEMAND DEADLINE DATE]:

- (a) Provide written confirmation to Sender at [SENDER EMAIL] that all offending materials, communications, and activities have been permanently removed or discontinued;
- (b) Deliver to Sender a signed written assurance that Recipient will not engage in the prohibited conduct in the future;
- (c) Preserve and make available for inspection any records, communications, or materials related to the conduct described herein as further detailed in Section 6.

6. PRESERVATION OF EVIDENCE

6.1. Recipient is hereby instructed to preserve all documents, communications, files, logs, metadata, social media posts, emails, text messages, invoices, photographs, and other records concerning the matters referenced in this letter.

6.2. Failure to preserve such evidence may result in sanctions, adverse inferences, or other remedies in any subsequent litigation.

7. TIME TO COMPLY; NOTICE OF INTENT

7.1. Recipient must comply with the demands in Section 5 no later than [DEMAND DEADLINE DATE] (the "Compliance Deadline").

7.2. If Recipient fails to provide complete compliance and the requested written confirmation by the Compliance Deadline, Sender will pursue all available legal and equitable remedies without further notice to Recipient. Such remedies may include filing a lawsuit seeking injunctive relief, monetary damages (including [DAMAGES AMOUNT] if known or applicable), costs, and attorneys' fees.

8. POTENTIAL REMEDIES AND CONSEQUENCES

8.1. Sender intends to seek all appropriate relief, including injunctive relief (temporary and permanent), compensatory and punitive damages where appropriate, statutory damages, and recovery of attorneys' fees and costs.

8.2. Nothing in this letter limits or constrains Sender's option to pursue emergency relief (including ex parte relief) if immediately necessary to prevent irreparable harm.

9. GOVERNING LAW AND VENUE

9.1. This demand is governed by and construed in accordance with the laws of the State of [STATE], without regard to choice-of-law principles.

9.2. Venue for any action between the parties shall lie in the state or federal courts located in [COUNTY], [STATE], or any other proper forum as determined by Sender.

10. RESERVATION OF RIGHTS

10.1. Sender expressly reserves all rights, claims, and remedies available under applicable law. Nothing in this letter shall be construed as a full or complete statement of facts or legal theories related to Sender's claims.

10.2. Acceptance of any document, communication, or partial performance by Sender shall not be deemed a waiver of any claims or defenses.

11. NO THREAT OF HARASSMENT

11.1. This letter is a statement of rights and demands for compliance and is not intended to harass or intimidate. Sender desires an amicable resolution where feasible, but will enforce its rights if necessary.

12. MISCELLANEOUS

12.1. Severability: If any provision of this letter is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.2. Construction: The section headings in this letter are for convenience only and do not affect interpretation.

12.3. Notices: All responses or notices required by this letter must be in writing and sent to Sender at the address or email listed above.

13. SIGNATURE

Sincerely,

[SENDER NAME]

[TITLE]

[SENDER ORGANIZATION]

Date: [DATE]

14. PROOF OF SERVICE

I hereby certify that on [DATE], I caused a true and correct copy of this Cease and Desist Letter to be served on [RECIPIENT NAME] by the following method(s):

[SELECT METHOD(S): CERTIFIED MAIL RETURN RECEIPT REQUESTED; PERSONAL SERVICE; OVERNIGHT CARRIER; EMAIL; OTHER (DESCRIBE)]

Signature: _____

Print Name: [SENDER NAME]

Date: [DATE]

INSTRUCTIONS FOR USE: Fill in all bracketed fields accurately. Keep a copy of this letter and all proof of service records. Consider consulting an attorney to review and tailor this letter to the specific facts and law applicable to your situation.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.