[**On Company Letterhead of Company**]

[Name and Address of Employee]

[Date]

**IMMEDIATE CEASE AND DESIST DEMAND BY [EMPLOYER NAME]**

Dear [EMPLOYEE],

I am writing as [SENDER TITLE] in connection with [your actions [during/after/during and after] your employment with [EMPLOYER]] and [your employment with [NEW EMPLOYER], a [direct] competitor of [EMPLOYER], which appears to breach your contractual non-compete obligations to [EMPLOYER]]. We are currently reviewing the matter and assessing appropriate steps to address this breach.

On [DATE], you executed [AGREEMENT], a copy of which is enclosed (the “**Agreement**”). This Agreement remain in effect following the termination of your employment and explicitly prohibit certain actions both during and after your employment with [EMPLOYER].

Specifically, the Agreement restricts you for a period of [NUMBER] [days/weeks/month[s]/year[s]],] from:

* [LIST OF ALL RELEVANT PROHIBITED CONDUCT, QUOTING RELEVANT LANGUAGE FROM THE AGREEMENT].

[Furthermore, [OTHER AGREEMENT] imposes additional restrictions, prohibiting you for a period of [NUMBER] [days/weeks/month[s]/year[s]] from:

* [LIST OF ALL RELEVANT PROHIBITED CONDUCT, QUOTING RELEVANT LANGUAGE FROM THE AGREEMENT].]

The restrictions in this Agreement survive the termination of your employment with [EMPLOYER] and remain in effect [until [DATE]/indefinitely]. These restrictions, in addition to Federal and [STATE] law prohibit the use or disclosure of [EMPLOYER]’s confidential, proprietary, or trade secret information and other actions outlined in the agreement[s], both during and after your employment with [EMPLOYER].

Although our investigation is ongoing, based on the information currently available, [EMPLOYER] has reason to believe that you are in violation of your contractual obligations to [EMPLOYER], including but not limited to:

* [Being employed by [NEW EMPLOYER], a [direct] competitor, in breach of your non-compete obligations.]
* [OTHER RELEVANT CONDUCT].

Based on the above, we demand that you immediately cease and desist from any and all such activities and confirm in writing by the close of business on [DATE] that you have complied and will continue to comply with the following:

1. Cease and desist from using or disclosing [EMPLOYER]’s confidential and proprietary information.
2. Immediately return all confidential or proprietary information belonging to [EMPLOYER], including but not limited to [EXAMPLES OF INFORMATION BELIEVED OR SUSPECTED TO HAVE BEEN TAKEN, SUCH AS STRATEGY DOCUMENTS, CUSTOMER LISTS, CUSTOMER INFORMATION, OR PRICING DATA].
3. Cease and desist from all activities that violate your contractual [non-compete/non-solicitation] obligations.
4. [Cease and desist from interfering with [EMPLOYER]’s business relationships with its [customers/clients/vendors/sponsors].]

[EMPLOYER NAME] takes its business interests and confidential, proprietary information very seriously and will take all necessary and appropriate steps to address any misappropriation or unauthorized disclosure of its information or breaches of its contractual agreements.

Thank you for your prompt attention to this matter.

Very truly yours,

[SENDER NAME]

[SENDER TITLE]