[**On Company Letterhead of Employer**]

[New Employer Name]

[Address of New Employer]

[Date]

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

Dear [NEW EMPLOYER NAME],

I am writing on behalf of [EMPLOYER NAME] in my capacity as [SENDER TITLE]. We have recently become aware that [NEW EMPLOYER] has either extended an employment offer to or has already hired [EMPLOYEE NAME] for the role of [JOB TITLE].

[EMPLOYER NAME] has reason to believe that [NEW EMPLOYER] may have collaborated with or influenced [EMPLOYEE NAME] to breach their non-solicitation agreement, as well as their fiduciary and other legal obligations to [EMPLOYER NAME].

Specifically, on [DATE], [EMPLOYEE NAME] entered into [AGREEMENT NAME], a copy of which is enclosed for your reference.

The terms of this agreement remain enforceable beyond the conclusion of [EMPLOYEE NAME]’s employment with [EMPLOYER NAME] and are effective [until [DATE]]. Additionally, under common law, [EMPLOYEE NAME] is obligated to uphold ongoing duties of confidentiality, which strictly prohibit them from disclosing [EMPLOYER NAME]’s proprietary or trade secret information at any point during or after their tenure. These duties also bar [EMPLOYEE NAME] from taking actions contrary to [EMPLOYER NAME]’s interests during their employment.

In particular, the terms of this agreement explicitly restrict [EMPLOYEE NAME][, for a period of [NUMBER] [days/weeks/months/years],] from engaging in the following activities:

[*List relevant prohibited conduct as outlined in the Agreement*].

Although our investigation is ongoing, based on the information currently available, [EMPLOYER NAME] has substantial grounds to believe that [NEW EMPLOYER] has [induced and/or collaborated with] [EMPLOYEE NAME] to breach their contractual obligations to [EMPLOYER NAME]. This alleged misconduct includes, but is not limited to:

* [Solicitation of [EMPLOYER NAME]’s [customers/employees/customers and employees], such as [CUSTOMER NAMES], in breach of [EMPLOYEE NAME]’s non-solicitation agreement.]
* [Use and disclosure of [EMPLOYER NAME]’s proprietary, confidential, or trade secret information, including but not limited to [DOCUMENTS OR INFORMATION TAKEN], in violation of their non-disclosure obligations.]
* [Any other wrongful actions contrary to their contractual responsibilities.]

We have issued a letter to [EMPLOYEE NAME] demanding the immediate cessation of all improper activities, a copy of which is enclosed]. By participating in or encouraging [PROHIBITED CONDUCT], [NEW EMPLOYER] may be held accountable for interfering with the valid and enforceable agreement[s] between [EMPLOYER NAME] and [EMPLOYEE NAME].

In light of the above, we demand that [EMPLOYEE NAME] and [NEW EMPLOYER NAME] immediately cease all unlawful activities and confirm in writing by the close of business on [DATE] that they have complied with and will continue to comply with the following:

1. Cease and desist from using or disclosing [EMPLOYER NAME]’s confidential, proprietary, and trade secret information.
2. Immediately return all of [EMPLOYER NAME]’s confidential, proprietary, and trade secret information without retaining any copies, electronic or otherwise, including but not limited to: [*List documents*].
3. Refrain from engaging in any activities that violate [EMPLOYEE NAME]’s contractual obligations, including non-solicitation, and non-disclosure agreements.
4. Cease and desist from interfering with [EMPLOYER NAME]’s business relationships with its customers, clients, or employees.

Additionally, [EMPLOYER NAME] requires that [NEW EMPLOYER NAME] confirm the following:

1. [It has reviewed and understands [EMPLOYEE NAME]’s post-employment obligations to [EMPLOYER NAME] as outlined in the agreement, a copy of which is enclosed.]
2. [It will not employ [EMPLOYEE NAME] in the role of [TITLE/POSITION] for the duration of the restricted period of [LENGTH OF RESTRICTED PERIOD].]
3. [It has implemented measures to prevent the use or disclosure of [EMPLOYER NAME]’s confidential, proprietary, or trade secret information and confirms that no such information has been utilized or provided any benefit to [NEW EMPLOYER NAME].]

[EMPLOYER NAME] takes the protection of its business interests, including its confidential, proprietary, and trade secret information, with the utmost seriousness. We will take all necessary steps to safeguard these rights, including but not limited to seeking full compensation for any damages arising from breaches, misappropriation, or interference with our business relationships.]

Your immediate attention to this matter is required. Please act accordingly.

Sincerely,

[YOUR NAME/TITLE]