

# CEASE AND DESIST LETTER

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**Date:** [DATE OF LETTER]

**From (the "Sender"):** [YOUR NAME OR BUSINESS NAME], with a mailing address of [YOUR ADDRESS] ("Sender," "I," or "we").

**To (the "Recipient"):** [RECIPIENT NAME OR BUSINESS NAME], with a mailing address of [RECIPIENT ADDRESS] ("Recipient" or "you").

**Sent by:** [CERTIFIED MAIL, RETURN RECEIPT REQUESTED / EMAIL WITH DELIVERY CONFIRMATION / HAND DELIVERY / OTHER METHOD].

**Re:** Demand to immediately **CEASE AND DESIST** [THE INFRINGING / HARASSING / DEFAMATORY / UNLAWFUL CONDUCT DESCRIBED BELOW].

**Recitals.** This letter (this "**Notice**") is a formal demand that the Recipient immediately stop and permanently refrain from the conduct described in **Section 2** (the "**Conduct**"). The Sender asserts that the Conduct violates the Sender's rights under [the applicable law or agreement identified in **Section 3**]. The Sender sends this Notice to put the Recipient on formal, written notice and to give the Recipient an opportunity to stop the Conduct voluntarily before the Sender pursues legal remedies. Nothing in this Notice waives, limits, or releases any right or remedy of the Sender, all of which are expressly reserved.

## 1. The Sender's Rights or Interest

**1.1 Basis of the Sender's rights.** The Sender holds rights or a protectable interest arising from [a registered or common-law trademark / a copyright in [WORK] / a patent no. [NUMBER], if applicable / a contract dated [DATE] / a statutory or common-law right to be free from harassment, defamation, or interference].

**1.2 Description of the protected subject matter.** The protected subject matter is described as: [DESCRIBE THE MARK, WORK, INVENTION, CONTRACT RIGHT, REPUTATIONAL INTEREST, OR OTHER RIGHT WITH SPECIFICITY, INCLUDING REGISTRATION NUMBERS OR DATES WHERE THEY EXIST].

**1.3 Priority and validity.** The Sender's rights are valid and, where applicable, predate the Recipient's Conduct. The Sender reserves the right to provide further evidence of ownership, priority, and validity.

## 2. The Objectable Conduct

**2.1 Description of the Conduct.** The Sender has become aware that the Recipient is engaged in the following Conduct: [DESCRIBE SPECIFICALLY — e.g. use of a confusingly similar mark; reproduction or distribution of a copyrighted work; publication of false statements; contact that constitutes harassment; breach of a restrictive covenant; or other unlawful conduct].

**2.2 When and where.** The Sender first observed the Conduct on or about **[DATE]** at or through **[LOCATION / WEBSITE / PLATFORM / PUBLICATION / CHANNEL]**, and the Conduct is **[ongoing / repeated]**.

**2.3 Evidence.** The Sender's awareness of the Conduct is supported by **[SCREENSHOTS / COPIES / RECORDINGS / WITNESS ACCOUNTS / OTHER EVIDENCE]**, which are **[enclosed / preserved and available]**. The Sender reserves the right to rely on additional evidence.

### 3. Why the Conduct Is Unlawful

**3.1 Legal violation.** The Sender asserts that the Conduct constitutes **[trademark infringement or unfair competition / copyright infringement / patent infringement / defamation / harassment / tortious interference / breach of a contractual or statutory duty]** under the law of **[STATE]** and any applicable federal or other law.

**3.2 Harm to the Sender.** The Conduct is causing or is likely to cause harm to the Sender, including **[consumer confusion / dilution of goodwill / lost sales / reputational harm / emotional distress / other injury]**, for which the Sender may be entitled to relief.

**3.3 Good-faith position.** This Notice reflects the Sender's good-faith assertion of its rights based on the facts known and applicable law. The Sender does not concede any defense and reserves the right to respond to any defense the Recipient may raise.

### 4. Demand to Cease and Desist

**4.1 Immediate cessation.** The Sender demands that the Recipient **immediately cease and desist** all instances of the Conduct and permanently refrain from resuming it.

**4.2 Specific corrective actions.** In addition to stopping the Conduct, the Sender demands that the Recipient, on or before the Deadline in **Section 5**: **[remove or take down the infringing or offending material / recall or destroy infringing items / publish a correction or retraction / cease all further contact / account in writing for any profits or proceeds / provide written assurance of compliance]**, as applicable.

**4.3 Written confirmation.** The Recipient must provide the Sender written confirmation that the Recipient has complied with this Notice, signed by the Recipient or its authorized representative.

**4.4 Preservation of records.** The Recipient must preserve all documents, communications, files, and electronic records relating to the Conduct, as they may be relevant in any future proceeding. Destruction or alteration of such records may have legal consequences.

### 5. Deadline and Consequences

**5.1 Deadline.** The Recipient must comply with this Notice and provide the written confirmation required by **Section 4.3** on or before **[DEADLINE DATE — e.g. [NUMBER] days from the date of this letter]** (the "Deadline").

**5.2 Consequences of non-compliance.** If the Recipient does not comply by the Deadline, the Sender may pursue all available legal remedies without further notice, including a lawsuit seeking **[injunctive relief, damages, an accounting of profits, statutory damages where available, and, where a statute or contract allows, attorneys' fees and costs]**.

**5.3 No threat of unfounded action.** This Notice is not a threat of groundless or improper legal action. The Sender asserts its rights in good faith and intends to pursue only remedies it believes are supported by the facts and the law.

## 6. Opportunity to Respond

**6.1 Preference for voluntary resolution.** The Sender would prefer that the Recipient comply voluntarily and avoid litigation. The Sender is willing to discuss a reasonable resolution if the Recipient responds promptly and in good faith.

**6.2 How to respond.** Please direct any response to **[CONTACT NAME]** at **[EMAIL / PHONE / ADDRESS]** before the Deadline.

**6.3 Without prejudice.** Any settlement discussions are made without prejudice and are not admissions by either side. This Notice itself is not a complete statement of the facts or the law.

## 7. Reservation of Rights

**7.1 All rights reserved.** The Sender expressly reserves all rights, claims, and remedies available at law or in equity. Nothing in this Notice waives or releases any right or remedy, and the failure to list a particular remedy does not waive it.

**7.2 No election of remedies.** Sending this Notice is not an election of remedies and does not limit the Sender to any single course of action. The Sender may pursue any combination of remedies allowed by law.

**7.3 Recipient's own counsel.** This Notice states the Sender's position only. The Recipient should consult its own attorney regarding its rights and obligations.

**7.4 Governing law and venue.** This matter is governed by the laws of the State of **[STATE]** and any applicable federal law. Any action may be brought in the courts located in **[COUNTY, STATE]** or as otherwise required by law.

Govern yourself accordingly. The Sender expects the Recipient's full compliance by the Deadline and reserves all rights if the Recipient fails to comply.

### SENDER

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Signature: \_\_\_\_\_

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Printed name: **[NAME]**

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Title: **[TITLE OR N/A]**

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Date: \_\_\_\_\_

**Enclosures:** **[LIST ENCLOSED EVIDENCE OR DOCUMENTS, OR "None"]**

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