

# IMMEDIATE DEMAND TO CEASE AND DESIST

---

*SENT VIA CERTIFIED MAIL AND VIA E-MAIL TO:*

John Doe  
123 Reading Rainbow Way  
City, State, Zip Code  
[johndoe@emailaddress.com](mailto: johndoe@emailaddress.com)

DATED

Dear Mr. Doe:

I am writing you today on behalf of my employer, Acme, Inc., to provide you with NOTICE that your unconsented-to and illegal copying of Acme's [copyrighted material] on your website, located at [insert URL here], INFRINGES upon Acme's sole and exclusive copyrights. As such, you are hereby advised to

## **CEASE AND DESIST ANY AND ALL COPYRIGHT INFRINGEMENT.**

The [copyrighted material] published on your website is protected by United States copyright law, and Acme, Inc. is the lawful owner of said copyright. Under the copyright law of the United States, the copyrights of Acme, Inc. have been effective since the [copyrighted material] was first created.

Acme, Inc., is FULLY AWARE of your copying, publishing, and dissemination of its [copyrighted materials] on your above-referenced website. Digital and hard copies have been made of your unlawful copies, and retained by Acme, Inc. to use as evidence against you should litigation become necessary. Your actions are in violation of 17 U.S.C. section 504. 17 U.S.C. section 504 provides statutory damages of between \$750 and \$30,000 per work, at the discretion of the court.

Furthermore, 17 U.S.C. section 504 allows for damages up to \$150,000 per work for willful infringement of copyrighted materials. Should you continue to violate the copyright of Acme, Inc. after receipt of this letter, your actions may be construed as willful infringement under 17 U.S.C. section 504. In other words, your refusal to comply with the lawful demand of Acme, Inc. to CEASE AND DESIST publishing, on your website, the copyrighted materials of Acme, Inc., will be used as evidence against you of willful infringement in the event of litigation.

In addition to the unlawful copying, publishing, and dissemination of the [copyrighted materials] of Acme, Inc. on your website, Acme, Inc. is also aware of false, baseless, and untrue allegations made against its reputation on your website. Acme, Inc. considers these false, baseless, and untrue allegations to be damaging to Acme's reputation, and to be damaging to the reputation of Acme's customers.

Accordingly, Acme, Inc. demands that you immediately remove any such allegations from your above-referenced website, and further demands that you CEASE AND DESIST from publicly

## IMMEDIATE DEMAND TO CEASE AND DESIST

---

making any false, unsubstantiated, untrue comments regarding Acme, Inc., its business practices, its services, its products, and its technology.

In summary, Acme, Inc. **DEMANDS** that you immediately:

- CEASE AND DESIST your illegal copying and publishing of its [copyrighted materials];
- Contact any and all persons to whom you have distributed the [copyrighted materials] of Acme, Inc., notifying them that such materials were provided to them in violation of Acme's copyright;
- Provide to Acme, Inc. a list of all persons to whom you distributed the [copyrighted materials];
- Provide contact information to any and all persons to whom you distributed the [copyrighted materials];
- CEASE AND DESIST any and all false, unsubstantiated, baseless allegations made regarding the reputation of Acme, Inc.;
- Send written notification to any and all recipients of your false, unsubstantiated, baseless allegations regarding Acme, Inc., its business practices, products, technology, and/or services;
- Publish the following statement, verbatim, on the AP or Reuters wire:
- Remove and all content, references, links, pictures, or otherwise, published on your website, located at [URL of website], and replace your any and all such content references, links, pictures, or otherwise, with the following statement:

*“At the request of Acme, Inc., I have removed the material I originally published here because it represented an infringement of Acme's copyright, and contained numerous inaccuracies and falsehoods regarding Acme, Inc.*

*I hereby apologize to Acme, Inc., and to its customers, for infringement of Acme's copyright and for publishing unsubstantiated lies regarding their company, their products, their services, and their technology.*

*Further and correct information regarding ACME, Inc., can be viewed at Acme's website, located at [insert Acme's URL here].”*

- Provide signed, written assurance within 10 days' time to Acme, Inc., stating that you fully intend to comply with Acme's demands within 30 days.

Failure to comply, in full, with the demands of this CEASE AND DESIST letter will result in Acme, Inc., pursuing any and all legal actions against you. This includes, but is not limited to, money damages, injunctive relief, and court costs and attorneys' fees associated with this matter. Please be further reminded that failure to comply with this CEASE AND DESIST demand may be construed against you as evidence of willful infringement of Acme's [copyrighted materials]. Please be advised that this is a serious matter, and Acme, Inc. is prepared to take all necessary further legal and equitable action against you. This can and will result in serious financial liability and exposure for you.

## IMMEDIATE DEMAND TO CEASE AND DESIST

---

Before taking any further action, Acme, Inc. is graciously providing you with the opportunity to respond to this CEASE AND DESIST demand within 10 days of receipt of this letter, and to fully comply with the CEASE AND DEMAND within 30 days of receipt of this letter.

I have attached an **AGREEMENT**, for your signature, to be signed and returned, within 10 days' time, to:

Joe Schmoe, Esq.  
c/o Acme, Inc.  
456 Acme Way  
City, State, Zip Code

I have also forwarded a copy of this CEASE AND DESIST demand, and AGREEMENT, to your e-mail address, [insert recipient e-mail address here].

If either you or your attorney has any questions or concerns, please contact me immediately.

Sincerely,

---

Joe Schmoe, Esq.  
General Counsel for Acme, Inc.

# IMMEDIATE DEMAND TO CEASE AND DESIST

---

## SETTLEMENT AGREEMENT

I, \_\_\_\_\_, hereby agree as follows:

- CEASE AND DESIST your illegal copying and publishing of its [copyrighted materials];
- Contact any and all persons to whom you have distributed the [copyrighted materials] of Acme, Inc., notifying them that such materials were provided to them in violation of Acme's copyright;
- Provide to Acme, Inc. a list of all persons to whom you distributed the [copyrighted materials];
- Provide contact information to any and all persons to whom you distributed the [copyrighted materials];
- CEASE AND DESIST any and all false, unsubstantiated, baseless allegations made regarding the reputation of Acme, Inc.;
- Send written notification to any and all recipients of your false, unsubstantiated, baseless allegations regarding Acme, Inc., its business practices, products, technology, and/or services;
- Publish the following statement, verbatim, on the AP or Reuters wire:
- Remove and all content, references, links, pictures, or otherwise, published on your website, located at [URL of website], and replace your any and all such content references, links, pictures, or otherwise, with the following statement:

*"At the request of Acme, Inc., I have removed the material I originally published here because it represented an infringement of Acme's copyright, and contained numerous inaccuracies and falsehoods regarding Acme, Inc.*

*I hereby apologize to Acme, Inc., and to its customers, for infringement of Acme's copyright and for publishing unsubstantiated lies regarding their company, their products, their services, and their technology.*

*Further and correct information regarding ACME, Inc., can be viewed at Acme's website, located at [insert Acme's URL here]."*

In exchange for your agreement, Acme, Inc. releases any and all claims against me pertaining to copyright infringement regarding [copyright infringement]. By signing below, I acknowledge that I understand that if this agreement is breached by me, Acme, Inc. will be free to enforce this agreement, to enforce any and all causes of action that had accrued against me before I signed this agreement, and will be entitled to attorneys' fees and court fees for any action brought against me for breaching this agreement.

Signed: \_\_\_\_\_

# IMMEDIATE DEMAND TO CEASE AND DESIST

---

Dated: \_\_\_\_\_