

IMMEDIATE DEMAND TO CEASE AND DESIST

Date _____

SENT VIA CERTIFIED MAIL TO: _____ *(Receiving Party)*

FROM

Name _____

E-Mail _____

Address _____

Dear _____,

I am writing you today on behalf of _____ (Hereinafter referred to as the Trademark/Patent "Owner"), to provide you with NOTICE that your unconsented-to and illegal copying of _____ [copyrighted material] located at _____ INFRINGES upon our sole and exclusive copyrights as states in the United States Trademark and Patent Office under _____. As such, you are hereby advised to

CEASE AND DESIST ANY AND ALL COPYRIGHT INFRINGEMENT

The _____ [copyrighted material] is protected by United States copyright law, and _____ is the lawful owner of said copyright. Under the copyright law of the United States, the copyrights of the owner have been effective since the _____ [date].

The Owner is FULLY AWARE of your copying, publishing, and dissemination of its copyrighted materials on the above-referenced location. The Owner has made a record of your unlawful copies, and to be used 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 the Owner 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 the Owner to CEASE AND DESIST publishing, on your website, the copyrighted materials of the Owner will be used as evidence against you of willful infringement in the event of litigation.

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In addition to the unlawful copying, publishing, and dissemination of the copyrighted materials of the Owner on at the location states, the Owner is also aware of false, baseless, and untrue allegations made against its reputation. The Owner considers these false, baseless, and untrue allegations to be damaging to the Owner's reputation, and to be damaging to the reputation of the Owner's customers.

Accordingly, the Owner demands that you immediately remove any such allegations from your above-referenced location(s), and further demands that you CEASE AND DESIST from publicly making any false, unsubstantiated, untrue comments regarding the Owner, its business practices, its services, its products, and its technology.

In summary, the Owner **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 the Owner, notifying them that such materials were provided to them in violation of the Owner's copyright;
- Provide to the Owner 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 the Owner;
- Send written notification to any and all recipients of your false, unsubstantiated, baseless allegations regarding the Owner, its business practices, products, technology, and/or services;
- Publish the following statement, verbatim, on the AP or Reuters wire:
- Remove and all information, references, links, pictures, or otherwise, published on your at the location, located at _____, and replace your any and all such content references, links, pictures, or otherwise, with the following statement:

"At the request of _____ [Owner's Official Name], I have removed the material I originally published here because it represented an infringement of _____'s copyright, and contained numerous inaccuracies and falsehoods regarding _____ [Owner's Official Name].

I hereby apologize to the trademark/copyright owner, and to its customers, for infringement of their copyright and for publishing unsubstantiated lies regarding their company, their products, their services, and their technology.

Further and correct information regarding the _____ [Owner's Official Name, can be viewed at _____ [Owner's Location]"

- Provide signed, written assurance within 10 days' time to the Owner, stating that you fully intend to comply with their demands within 30 days.

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Failure to comply, in full, with the demands of this CEASE AND DESIST letter will result in the Owner, 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 the Owner's copyrighted materials. Please be advised that this is a serious matter, and the Owner 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.

Before taking any further action, the Owner 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:

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,

Signature

Print Name: _____

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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 the Owner, notifying them that such materials were provided to them in violation of the Owner copyright;
- Provide to the Owner 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 the Owner;
- Send written notification to any and all recipients of your false, unsubstantiated, baseless allegations regarding the Owner 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 at _____ [location of copyright/trademark infringement], and replace your any and all such content references, links, pictures, or otherwise, with the following statement:

“At the request of _____ [Owner’s Official Name], I have removed the material I originally published here because it represented an infringement of _____’s copyright, and contained numerous inaccuracies and falsehoods regarding _____ [Owner’s Official Name].

I hereby apologize to the trademark/copyright owner, and to its customers, for infringement of their copyright and for publishing unsubstantiated lies regarding their company, their products, their services, and their technology.

Further and correct information regarding the _____ [Owner’s Official Name], can be viewed at _____ [Owner’s Location]”

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In exchange for your agreement, the Owner releases any and all claims against me pertaining to copyright infringement regarding the copyright infringement. By signing below, I acknowledge that I understand that if this agreement is breached by me, the Owner 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: _____

Print Name: _____

Dated: _____