

BREACH OF CONTRACT NOTICE

CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY

From

CERTIFIED MAIL

Date _____, 20____

Dear _____,

Pursuant to the contract titled “_____” and dated _____, 20____ (“Agreement”), you have conducted yourself in such a way that has breached this Agreement due to the following actions: _____

While we prepare to file a lawsuit against you for the mentioned claims, it is hopeful that a mutually acceptable resolution outside of a publicly filed litigation can be achieved.

The matters set forth herein are intended for settlement purposes only and are strictly confidential in all respects. They may not be used for any other purpose in any proceeding that may be commenced by either party in any court, tribunal, or arbitration, pursuant to the laws located in the State of _____.

Unless the aforementioned issues are resolved, this letter formally places you on notice of the legal requirements concerning document retention and expect you and all its affiliates to honor such requirements. You have a legal obligation to maintain and preserve any and all documents, materials, and information, in any form whatsoever, that may be potentially relevant to the subject matter, or discoverable in any potential action arising from, this breach.

It is in the best interest of both parties to resolve this matter as soon as possible. If there is no response by _____, 20____, then it shall be our right to pursue any and all available legal and equitable remedies, including, but not limited to, instituting formal litigation proceedings against you.

Sincerely,
