

CEASE AND DESIST DEMAND

Pursuant to Title 17 of the United States Code

February 20, 2011

John Doe
2812 Anthony Lane South
Minneapolis, Minnesota 55418

Dear Mr. Doe:

This law firm represents [CLIENT NAME]. If you are represented by legal counsel, please direct this letter to your attorney immediately and have your attorney notify us of such representation.

We are writing to notify you that your unlawful copying of [CLIENT'S COPYRIGHTED WORK] infringes upon our client's exclusive copyrights. Accordingly, you are hereby directed to

CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT.

[CLIENT NAME] is the owner of a copyright in various aspects of [CLIENT'S COPYRIGHTED WORK]. Under United States copyright law, [CLIENT NAME]'s copyrights have been in effect since the date that [CLIENT'S COPYRIGHTED WORK] was created. All copyrightable aspects of [CLIENT'S COPYRIGHTED WORK] are copyrighted under United States copyright law.

It has come to our attention that you have been copying [CLIENT'S COPYRIGHTED WORK]. We have copies of your unlawful copies to preserve as evidence. Your actions constitute copyright infringement in violation of United States copyright laws. Under 17 U.S.C. 504, the consequences of copyright infringement include statutory damages of between \$750 and \$30,000 per work, at the discretion of the court, and damages of up to \$150,000 per work for willful infringement. If you continue to engage in copyright infringement after receiving this letter, your actions will be evidence of "willful infringement."

We demand that you immediately (A) cease and desist your unlawful copying of [CLIENT'S COPYRIGHTED WORK] and (B) provide us with prompt written assurance within ten (10) days that you will cease and desist from further infringement of [CLIENT]'s copyrighted works.

If you do not comply with this cease and desist demand within this time period, [CLIENT] is entitled to use your failure to comply as evidence of "willful infringement" and seek monetary damages and equitable relief for your copyright infringement. In the event you fail to meet this demand, please be advised that [CLIENT] has asked us to communicate to you that it will contemplate pursuing all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney's fees. Your liability and exposure under such legal action could be considerable.

Before taking these steps, however, my client wished to give you one opportunity to discontinue your illegal conduct by complying with this demand within ten (10) days. Accordingly, please sign and return the attached Agreement within ten (10) days to

TextSupport
Agra, Uttar Pradesh
282001, India

If you or your attorney have any questions, please contact me directly.

Sincerely,

Terry R. Stafford

Attached page:

Copyright Infringement Settlement Agreement

I, _____, agree to immediately cease and desist copying [CLIENT'S COPYRIGHTED WORK] in exchange for [CLIENT] releasing any and all claims against me for copyright infringement. In the event this agreement is breached by me, [CLIENT] will be entitled to costs and attorney's fees in any action brought to enforce this agreement and shall be free to pursue all rights that [CLIENT] had as of the date of this letter as if this letter had never been signed.

Signed: _____

Dated: _____