

Cease and Desist: Breach of Non-Compete / Non-Solicitation Agreement

Template provided by Attorney Aaron Hall | aaronhall.com

This template should not be used without first consulting with an experienced attorney.

[DATE]

Via Messenger

Mr. John Doe

[STREET ADDRESS]

[CITY] [STATE] [ZIP]

Re: John Doe and [CURRENT EMPLOYER] v. [CLIENT]

Dear Mr. Doe:

Our law firm represents [CLIENT]. This letter is served upon you pursuant to Rule 5.01 of the Minnesota Rules of Civil Procedure wherein demand is made upon you to cease and desist your solicitation of former customers of [CLIENT].

You signed a Noncompete Agreement ("Agreement") with [CLIENT] at the time of your commencement of employment with [CLIENT]. The fact that you are now working for a competitor and soliciting customers of [CLIENT] is a complete breach and violation of the Agreement. The Agreement was carefully drafted to provide that you not compete for a period of two years, by being employed for any business in the United States where [CLIENT] has made sales during the term of the Agreement and/or soliciting customers of [CLIENT] that were customers or prospective customers while you worked at [CLIENT]. More specifically, the Agreement provides that:

Employee will not directly or indirectly (either as a sole proprietor, partner, partner with another, director or officer of a corporation, agent, employee, broker, or as a joint venture of otherwise) engage in, contact any employee of [CLIENT] on behalf of, contact any other individuals or entities having contractual relationships with [CLIENT] on behalf of, or provide services to any person or business that is or was a customer or specifically identified prospective customer of [CLIENT], that is or was a supplier to [CLIENT], or provider of services to any person or business that is or was competitive with any product or service marketed or planned for marketing by [CLIENT], if such person or business is located or doing business anywhere in the United States where [CLIENT] has made sales during the term of this Agreement.

The services provided, as defined by the aforementioned language, is collections, as you know. It has come to our attention that you are soliciting customers of [CLIENT] that were customers while you worked there, including, but not limited to, [COMPANY]. Accordingly, you are in breach and in direct violation of your Agreement. Additionally, by soliciting [CLIENT]'s customers, you are tortiously interfering with the agreements between [CLIENT] and its customers. Your current

employer, [CURRENT EMPLOYER], is also tortiously interfering with the agreements between [CLIENT] and its customers.

If you continue to solicit customers of [CLIENT] and you do not cease soliciting the customers of [CLIENT], a lawsuit will be commenced against you and your current employer, [CURRENT EMPLOYER]. We will immediately seek a temporary restraining order in District Court against both you and [CURRENT EMPLOYER], and will also bring a cause of action for breach of contract and tortious interference with contract against you and [CURRENT EMPLOYER], seeking monetary damages to be proved at trial. Hopefully this recourse is not necessary, but my client has its own interests to protect and will vigorously do so.

You will not receive another warning letter from this office. If you do not confirm in writing to our office by [DATE] that you will cease violating your Agreement with [CLIENT] and tortiously interfering with [CLIENT]'s agreements with its customers, a lawsuit will be commenced immediately.

Very truly yours,

[ATTORNEY]

cc: [CLIENT]