

Copyright Infringement Cease and Desist Letter

by Practical Law Intellectual Property & Technology
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A letter from (or on behalf of) a copyright owner requesting that the recipient cease and desist from engaging in infringing activities and demanding certain remedies and assurances from the alleged infringer. It must be tailored to suit the facts and circumstances of the particular matter. This Standard Document has integrated notes with important explanations and drafting tips.

[LETTERHEAD]

[DATE]

[METHOD OF DELIVERY]

[RECIPIENT'S NAME, TITLE AND ADDRESS]

Re: Infringement of Copyrights Owned by [COPYRIGHT OWNER]

To [RECIPIENT'S NAME]:

I am an attorney for [COPYRIGHT OWNER], a [GENERAL DESCRIPTION OF COPYRIGHT OWNER'S BUSINESS OR ORGANIZATION]. It has come to our attention that [RECIPIENT] is responsible for infringement of certain [registered] [and] [unregistered] copyrights that are owned or controlled by [COPYRIGHT OWNER]. [COPYRIGHT OWNER] therefore [demands/requests] that [RECIPIENT] immediately ceases such infringing activity, desists from such infringing activity in the future and complies with [COPYRIGHT OWNER]'s other requirements set forth in this letter.

As you [may know/are no doubt aware], [COPYRIGHT OWNER] is the [author/publisher/producer/provider/distributor] of [GENERAL DESCRIPTION OF RELEVANT COPYRIGHTED WORKS], including [TITLE OF WORK/the following works:

1. [TITLE OF WORK].
2. [TITLE OF WORK]].

[COPYRIGHT OWNER] has exclusive rights under US copyrights in these works, which are widely [published/distributed/licensed] by [COPYRIGHT OWNER] [and its licensees] through [DESCRIPTION OF PUBLICATIONS, DISTRIBUTION MEDIA, RETAIL OUTLETS, AND/OR ANY OTHER DISTRIBUTION CHANNELS] and are of substantial commercial value to [COPYRIGHT OWNER]. [[COPYRIGHT OWNER] has registered

the [copyright in the above work/copyrights in some or all of the above works] with the US Copyright Office. A copy of [the/each] registration certificate is enclosed for your reference.]

Your company [reproduced,] [published,] [provided,] [distributed,] [transmitted,] [displayed,] [and] [publicly performed] [exact copies of] [materials that incorporate [verbatim] substantial portions of] [COPYRIGHT OWNER]'s works, including the following:

1. [EXAMPLE OF INFRINGING MATERIAL].
2. [EXAMPLE OF INFRINGING MATERIAL].

There is no question but that these materials are substantially similar to the copyright-protected works of [COPYRIGHT OWNER], and that [RECIPIENT] had access to [COPYRIGHT OWNER]'s works. Furthermore, [COPYRIGHT OWNER] has reserved all of its rights in its works under copyright and has not authorized [RECIPIENT] to reproduce, publish, provide, distribute, transmit, display, publicly perform or otherwise make any use of such works. Therefore, [RECIPIENT]'s use of these works is a clear infringement of [COPYRIGHT OWNER]'s copyrights in violation of Sections 106 and 501 of the federal Copyright Act.

[Moreover, the extent of identical copying from [COPYRIGHT OWNER]'s works plainly establishes that the infringement was knowing and intentional.] [Because [COPYRIGHT OWNER]'s copyrights were registered prior to your infringing activity, [RECIPIENT] may be liable for statutory damages of up to [\$30,000/\$150,000] for each work that it has [willfully] infringed, in addition to attorneys' fees and other costs incurred by [COPYRIGHT OWNER] to enforce its rights.]

[COPYRIGHT OWNER] treats copyright infringement as a very serious matter and fully enforces its rights against infringers. [However, under the circumstances, [COPYRIGHT OWNER] is prepared to try to resolve this matter amicably provided that [RECIPIENT] cooperates fully with [COPYRIGHT OWNER] and establishes to its satisfaction that this was a one-time error of judgment and not a systematic effort to profit from [COPYRIGHT OWNER]'s intellectual property.]

We therefore [demand/request] that [RECIPIENT]:

1. Immediately cease and desist from all further [production,] [reproduction,] [publishing,] [provision,] [distribution,] [transmission,] [display,] [performance,] [advertising,] [licensing,] [and] [sale] of materials that infringe [COPYRIGHT OWNER]'s works.
2. Destroy all such materials in its inventory or otherwise in its possession or control, including all copies in electronic or printed form.
3. Provide [COPYRIGHT OWNER] with a full accounting of all copies sold, licensed, or otherwise distributed and all proceeds therefrom.

[RECIPIENT] is specifically advised that any failure or delay in complying with these demands will likely compound the damages for which [RECIPIENT] may be liable.

We ask that [RECIPIENT] or its counsel promptly provide [COPYRIGHT OWNER] with written confirmation that [RECIPIENT] will comply with these demands. If we do not receive a satisfactory response by the close of business on [DATE], [COPYRIGHT OWNER] is prepared to take all steps necessary to protect its valuable intellectual property rights, without further notice to [RECIPIENT].

The above is not an exhaustive statement of all the relevant facts and law, and [COPYRIGHT OWNER] expressly reserves all of its equitable and legal rights and remedies, including the right to seek injunctive relief and recover monetary damages.

Very truly yours,

ATTORNEY FOR [COPYRIGHT OWNER]

By: _____

Name:

Title: