**Sample 3 – Breach of Contract**

Kent, Hardy & Long, LLP  
11 Montgomery St  
San Francisco, CA 94104

December 21, 20XX

Mr. Albert Koff  
250 Washington St  
Daly City, CA 94105

**Re: Settlement Discussion for Breach of Non-Disclosure Agreement**

Dear Mr. Koff,

This letter serves to inform you that you are currently in violation of the Non-Disclosure Agreement you signed with my client, TechnoShare Inc.

On September 8th, 20XX, you signed a Non-Disclosure Agreement as a condition for employment with TechnoShare Inc. Section V of the Agreement (“Confidential Information”) describes confidential information as any information relating to my client’s business, assets, operations or contracts. Section VI of the Agreement (“Obligations”) clearly states that you shall maintain the confidential information in the strictest of confidence at all times. Therefore, in accordance with Section IX of the Agreement (“Enforcement”), my client, the harmed party, is entitled to all remedies available at law.

It has come to our attention that you have violated this Agreement in the following ways: (1) confidential information was discussed with a third party without written consent from TechnoShare Inc.; (2) confidential documents, including plans, formulas, and designs, were disseminated to a third party; and (3) you conspired with a third party to use confidential information for the benefit of yourself and the third party.

My client hereby requests a good faith response to this letter as soon as possible, but no later than January 4th, 20XX. If we do not receive a response by this date, we reserve the right to pursue any and all available legal and equitable remedies. Furthermore, with reference to Section XII (B) of the Agreement (“Miscellaneous Provisions” – “Attorney’s Fees”), the prevailing party of any dispute related to this Agreement shall recover its attorneys’ fees.

If there are any questions regarding this demand letter, please contact my office at (415) 392-7288.

Sincerely Yours,  
Valerie Garcia  
Attorney | Kent, Hardy, & Long, LLP