FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- 1 citation could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). It is marked [VERIFY: citation not confirmed].
- The agreement in the file is an excerpt (Sections 2, 4, 5, 6, 7 and 9 only). It labels those sections as agreement pages 1-3, but the file is a single page, so every citation is p.1. The excerpt does not define "Competing Business." Check the full agreement before sending.
- That Crestfield Data Partners competes with Summit Lattice rests only on "the company's sales team" [exit_certification.pdf p.1], with no supporting document. The profile says "Covering the Mountain West," and nothing in the sources equates that with Utah, Idaho, Nevada or Colorado (Section 5). The letter therefore does not assert a Section 5 breach, and the demand is limited to compliance by the covenant's terms. The notes list only solicitation, return of files and certification as client goals, so confirm whether to press Section 5 now.
- The USB device serial and the outside personal email address are in the full forensic report (Appendix A), which was not provided. They appear as placeholders. The report attributes the actions to "Employee" on laptop SLA-LT-2241, so confirm the user-account attribution with Mr. Pettibone.
- Orchard Basin's non-renewal notice says only that it "chose another vendor" and does not name Crestfield. The letter does not allege that Mr. Keel caused the loss. I left out the account's annual subscription value (in client_emails.pdf) because it is confidential contract information and the client is not seeking money now. Add it if wanted.
- Money: per the notes, damages are sought only if Mr. Keel does not comply. The letter makes no monetary demand and carries a [ADD: demand amount] placeholder for the attorney to use or delete.
- The demand asks Mr. Keel to return the USB device and copies but not to delete anything until a protocol is agreed. This is meant to preserve evidence while still honoring Section 7's deletion requirement. Confirm this approach.
- Missing: letter date, home address, delivery method, response deadline, firm address and contact details, and the form of certification to enclose. Per the notes, the new employer is not copied. The letter must be dated after the October 2, 2026 Vantongeren statement.
- The letter describes the exit certification as hard to reconcile with the forensic findings, without calling it false. Confirm the tone.

- Two Utah placeholders must be resolved: [VERIFY: Utah rule on enforceability of non-compete and non-solicitation covenants] and [VERIFY: Utah rule on trade secret protection]. The letter cites no statute or case.

Ridgeway Castell LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Brandon Keel
[ADD: home street address]
[ADD: city, state ZIP]

Re: Demand to Cease Customer Solicitation, Return Company Property and Information, and Certify Compliance. Confidentiality, Non-Solicitation and Non-Competition Agreement dated February 3, 2025, with Summit Lattice Analytics Inc.

Dear Mr. Keel:

Introduction

This firm represents Summit Lattice Analytics Inc. ("Summit Lattice") [firm notes]. We write about the Confidentiality, Non-Solicitation and Non-Competition Agreement (the "Agreement") that you signed on February 3, 2025, when you joined Summit Lattice as a Senior Account Executive [restrictive_covenant_agreement.pdf p.1]. Your employment ended on July 31, 2026 [exit_certification.pdf p.1]. If you are represented by counsel in this matter, please give this letter to your attorney and have him or her contact me.

The Agreement

The Agreement provides, in relevant part:

- Section 2, Confidential Information (agreement p.1): "Employee shall not use or disclose Confidential Information except as required for Employee's work for the Company. Confidential Information includes customer lists, customer contacts, pricing, contract terms, renewal dates, product roadmaps and sales pipeline data." [restrictive_covenant_agreement.pdf p.1]
- Section 4, Non-Solicitation of Customers (agreement p.2): "During employment and during the Restricted Period, Employee shall not, directly or indirectly, solicit any Customer for the purpose of providing products or services that compete with the Company's. Customer means any person or entity with whom Employee had material contact during the final year of employment." [restrictive_covenant_agreement.pdf p.1]

- Section 5, Non-Competition (agreement p.2): "During the Restricted Period, Employee shall not perform sales or account management services for a Competing Business within Utah, Idaho, Nevada or Colorado." [restrictive_covenant_agreement.pdf p.1]
- Section 6, Restricted Period (agreement p.2): "The Restricted Period begins on the Employee's separation date and ends on the first anniversary of the separation date." [restrictive_covenant_agreement.pdf p.1]
- Section 7, Return of Property (agreement p.3): "On separation, Employee shall return all Company property and documents and delete any Company information from personal devices and accounts." [restrictive_covenant_agreement.pdf p.1]
- Section 9, Remedies (agreement p.3): "Employee agrees that a breach would cause the Company irreparable harm and that the Company may seek injunctive relief in addition to damages. The prevailing party in any action to enforce this Agreement may recover reasonable attorney fees." [restrictive_covenant_agreement.pdf p.1]

On July 31, 2026, you signed an exit certification stating that your Restricted Period "ends July 31, 2027" [exit_certification.pdf p.1].

The Conduct

Summit Lattice's records show the following, in date order.

- On July 17, 2026, you resigned by email, with a last day of July 31, 2026, stating, "I'm taking some time off before my next step." [exit_certification.pdf p.1]
- On July 24, 2026, at 9:47 PM, an export was run from Summit Lattice's sales platform on your assigned laptop (SLA-LT-2241). It contained 214 customer records, including contacts, contract values and renewal dates. At 9:53 PM, the export file was copied to a USB storage device. That device was not returned. [forensic_it_report.pdf p.1] The device serial number is [ADD: USB device serial number, from the full forensic report].
- On July 27, 2026, between 7:10 PM and 7:32 PM, 38 emails, 11 of which had pricing proposals attached, were forwarded from your Summit Lattice email account to an outside personal email address [forensic_it_report.pdf p.1]. The address is [ADD: personal email address, from Appendix A of the forensic report].
- On July 30, 2026, at 11:15 PM, the browser history on the laptop was cleared [forensic_it_report.pdf p.1].
- On July 31, 2026, you told Summit Lattice's Chief People Officer in your exit interview that you had "no firm plans" and were "not going to a competitor." You were reminded of the Agreement and given a copy. [exit_certification.pdf p.1]
- That same day, you signed a certification stating that you had "returned all Company property, including my laptop and badge," and had "not kept any Company documents or data in any form, including on personal devices, personal email or cloud accounts." [exit_certification.pdf p.1] The laptop and badge were returned that day [exit_certification.pdf p.1]. The forensic findings above are difficult to reconcile with your certification.

- Summit Lattice's information security policy, which you acknowledged on February 3, 2025, prohibits copying customer data to removable media or personal email [forensic_it_report.pdf p.1]. Summit Lattice's forensic review, dated August 26, 2026, found that the exported file and the forwarded emails contain Confidential Information as defined in Section 2 of the Agreement, in the categories of customer lists, contacts, pricing and renewal dates [forensic_it_report.pdf p.1].
- A professional networking profile, saved August 19, 2026, lists you as "Regional Sales Director, Crestfield Data Partners," having "Started August 2026," "Covering the Mountain West" [exit_certification.pdf p.1]. Summit Lattice's sales team reports that Crestfield sells customer analytics software that competes with Summit Lattice's core product [exit_certification.pdf p.1].
- Your sales manager states that you were the primary contact for Orchard Basin Foods and Tamsin Freight Lines in the last year of your employment, and that both accounts were in the July 24, 2026 export [client_emails.pdf p.1] [VERIFY: citation not confirmed].
- On August 21, 2026, from a Crestfield email address, you wrote to Renata Shu, Operations Director at Orchard Basin Foods, an account you managed at Summit Lattice. You told her that you had moved to Crestfield, referred to the timing of her upcoming renewal with Summit Lattice, and said you could beat her current per-seat price. [client_emails.pdf p.1]
- On August 28, 2026, you wrote to Hollis Grange of Tamsin Freight Lines, another account you managed, offering to match its current terms and give it "the first quarter free if you switch before your renewal date." [client_emails.pdf p.1]
- On September 2, 2026, Mr. Grange told Summit Lattice's account manager that "your former rep is offering us a deal." [client_emails.pdf p.1]
- On September 18, 2026, Orchard Basin Foods notified Summit Lattice that it would not renew its subscription and had "chosen another vendor." [client_emails.pdf p.1]

Demand

Summit Lattice demands that you do the following.

- Immediately stop soliciting any Customer, as the Agreement defines that term, for products or services that compete with Summit Lattice's. This includes Orchard Basin Foods and Tamsin Freight Lines.
- Stop using or disclosing Summit Lattice's Confidential Information, in any form, for any purpose.
- Return to this office the USB storage device and every copy of the exported customer data and the forwarded emails, in any form. Return all other Summit Lattice property and documents in your possession, custody or control. Do not delete anything from any device or account before we agree in writing on a protocol for return and remediation, so that the information is preserved. Section 7's deletion requirement will be carried out under that protocol.

- Identify in writing every person or entity, including Crestfield Data Partners, to whom you have disclosed or provided any of that information, with the date and manner of each disclosure. Also identify every Summit Lattice customer you have contacted since July 31, 2026.
- Sign and return the enclosed certification [ADD: attach form of certification] confirming that you have complied with each item above.
- Comply with Sections 4 and 5 of the Agreement through the end of the Restricted Period on July 31, 2027.
- Confirm your compliance in writing by [ADD: response deadline].

Summit Lattice's demand at this time is non-monetary [firm notes]. If you do not comply, Summit Lattice intends to seek damages as well as the other relief described below. [ADD: demand amount, only if the firm decides to state a monetary demand upon non-compliance]

Preservation and Reservation of Rights

You must preserve all documents, data and communications that relate to this matter. This includes every computer, phone, USB or other storage device, personal email account, cloud storage account and messaging account that you have used since July 1, 2026, along with the contents of each. It also includes all communications with Crestfield Data Partners and with any Summit Lattice customer. Do not delete, alter or discard any of these materials.

Summit Lattice reserves all rights and remedies under the Agreement and applicable law, including seeking injunctive relief, damages and reasonable attorney fees as Section 9 provides. This letter is not a complete statement of the facts or of Summit Lattice's claims. Nothing in it waives any right or remedy.

State Rules

Summit Lattice intends to enforce the Agreement under applicable Utah law [VERIFY: Utah rule on enforceability of non-compete and non-solicitation covenants]. Summit Lattice also reserves any protection available for the information at issue under Utah law governing trade secrets [VERIFY: Utah rule on trade secret protection].

We would prefer to resolve this matter without litigation, and we look forward to your written response by [ADD: response deadline].

Sincerely,

Natalie J. Ridgeway
Ridgeway Castell LLP