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.

- Restricted Period: the records give only the resignation email (January 5, 2026) and the last day worked (January 16, 2026). Confirm the date employment ended, which starts the one-year period under Section 1.4.
- Territory: Section 4.4 limits Sections 4.1 and 4.2 to the counties in Exhibit A, which is not in the excerpt. Confirm the contacts, customers and employees fall within it.
- The excerpt does not define "Customer" or "material contact." The revenue report lists Mr. Rademacher as account manager for all three accounts. Confirm against the full agreement.
- The agreement is a one-page excerpt. Section page numbers (pp. 2-6) are the agreement's own pagination, and citations use the file page (p.1). Confirm the full signed agreement.
- Exact dates are not stated for the Kessler visit ("last week" in a February 24 email), the Oak Lane conversation or the Hoefling call. The letter does not guess them. Add them if the client has them.
- The Pohlman statement is signed February 20, 2026, but the excerpt does not say whether it is sworn. Ms. Vanderhoof's and Mr. Pohlman's messages were saved by them, and the exit-interview statement is secondhand. Confirm authentication and that the client is comfortable naming these employees and customers.
- Totals: the $190,850.00 lost-revenue figure is as stated in the Finance report. The combined total with the recruiting invoice is my addition and must be checked.
- The firm notes do not ask for a monetary demand, so none is included. Add [ADD: demand amount] if the attorney wants one. The response deadline is a placeholder.
- Copy to Tallgrass Field Advisors LLC: held for attorney approval per the firm notes. Recipient's home address is needed.
- [VERIFY: South Dakota rule on enforceability of non-solicitation covenants]. The letter does not assert enforceability, and no statute or case is cited.

Sorensen Hale & Brandt P.C.
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Curtis Rademacher
[ADD: home street address]
[ADD: city, state ZIP]

Re: Notice of Breach of Non-Solicitation Obligations and Demand to Cease and Desist; Prairieline Agronomy Services Inc.

Dear Mr. Rademacher:

Introduction

We represent Prairieline Agronomy Services Inc. ("Prairieline"). This letter concerns the Confidentiality and Non-Solicitation Agreement (the "Agreement"), effective June 2, 2025, which you signed on June 2, 2025 on your promotion to Regional Sales Manager, North Central Region [employment_agreement_excerpt.pdf p.1]. You resigned by email on January 5, 2026, and your last day worked was January 16, 2026 [employment_agreement_excerpt.pdf p.1]. Based on the records described below, we believe you are violating the Agreement's non-solicitation provisions.

The agreement

The Agreement provides as follows [employment_agreement_excerpt.pdf p.1]:

- Section 1.4, Restricted Period (Agreement p.2): "'Restricted Period' means the period of Employee's employment and continuing until the first anniversary of the date Employee's employment ends for any reason."
- Section 4.1, Non-Solicitation of Customers (Agreement p.3): "During the Restricted Period, Employee will not, directly or indirectly, solicit, divert or accept agronomy consulting, soil testing or crop input business from any Customer with whom Employee had material contact at any time during Employee's employment, for the benefit of anyone other than the Company."
- Section 4.2, Non-Solicitation of Employees (Agreement p.3): "During the Restricted Period, Employee will not, directly or indirectly, solicit, recruit or encourage any employee of the Company to leave the Company's employment."
- Section 4.4, Territory (Agreement p.4): "Sections 4.1 and 4.2 apply within the North Central Region, defined as the counties listed in Exhibit A." [ADD: confirm the contacts described below fall within the Exhibit A counties]
- Section 6.2, Remedies (Agreement p.5): "Employee agrees that a breach of Section 4 would cause the Company irreparable harm, and 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."
- Section 7.1, Governing Law (Agreement p.6): "This Agreement is governed by the laws of the State of South Dakota."

Your employment ended on [ADD: employment end date; records show last day worked January 16, 2026], so the Restricted Period runs through the first anniversary of that date.

The solicitation

Prairieline's records show the following conduct after your departure:

Date	Conduct	Person contacted	Source
February 3, 2026	Text message: "Tallgrass is building out the north team and I told them you're the best soil person in the region. They'll beat your pay by 15%. Want me to set up a call?"	Ellie Vanderhoof, Prairieline agronomist	[recruiting_messages.pdf p.1]
February 10, 2026	Text message: "Offer's ready if you want it. Bring Kessler Farms and Oak Lane with you and there's a bonus in it."	Ellie Vanderhoof, Prairieline agronomist	[recruiting_messages.pdf p.1]
February 11, 2026	Professional networking site message: "Tallgrass is hiring two agronomists for the north region and I'm doing the recruiting. Prairieline won't promote you."	Jared Pohlman, Prairieline agronomist	[recruiting_messages.pdf p.1]
February 13, 2026	Telephone call offering a job at Tallgrass. Mr. Pohlman states he declined and that you asked him not to tell anyone at Prairieline.	Jared Pohlman, Prairieline agronomist	[recruiting_messages.pdf p.1] (statement signed February 20, 2026)
Week before February 24, 2026 [ADD: exact date]	Per the customer's email: "Curtis came out last week with the Tallgrass folks and we're going with them this season." The customer cancelled its 2026 soil sampling and agronomy program on February 24, 2026.	Dale Kessler, Kessler Farms	[customer_cancellations_and_revenue.pdf p.1]
On or before March 2, 2026 [ADD: date of contact]	Per the customer's email: "Curtis said he can give us the same service at a lower price." The customer is moving its crop planning to Tallgrass Field Advisors.	Rita Oakes, Oak Lane Grain Co.	[customer_cancellations_and_revenue.pdf p.1]
On or before	Per the customer's email: "Curtis Rademacher called	Brian Hoefling,	[customer_cancellations_and_revenue.pdf p.1]

Date	Conduct	Person contacted	Source
March 6, 2026 [ADD: date of call]	and asked us to switch to Tallgrass. We signed with them on March 6."	Hoefling Family Farms	

Prairieline's records show that you were the account manager for each of Kessler Farms, Oak Lane Grain Co. and Hoefling Family Farms in 2025 [customer_cancellations_and_revenue.pdf p.1]. We believe the conduct above breaches Sections 4.1 and 4.2.

Harm to our client

Ms. Vanderhoof resigned on February 17, 2026, with a last day of February 27, 2026. In her exit interview on February 27, 2026, she stated that she was joining Tallgrass Field Advisors LLC after being recruited by you [recruiting_messages.pdf p.1]. All three customer accounts above cancelled or moved to Tallgrass. Prairieline's Finance department reports the following losses [customer_cancellations_and_revenue.pdf p.1]:

Item	Date	Amount	Source
Kessler Farms, 2026 contracted revenue lost	Cancellation email February 24, 2026	$88,200.00	[customer_cancellations_and_revenue.pdf p.1]
Oak Lane Grain Co., 2026 contracted revenue lost	Email March 2, 2026	$63,900.00	[customer_cancellations_and_revenue.pdf p.1]
Hoefling Family Farms, 2026 contracted revenue lost	Signed with Tallgrass March 6, 2026; email March 9, 2026	$38,750.00	[customer_cancellations_and_revenue.pdf p.1]
Total 2026 contracted revenue lost (as stated in the Finance report, March 16, 2026)		$190,850.00	[customer_cancellations_and_revenue.pdf p.1]
Recruiting cost to replace Ellie Vanderhoof (agency invoice)	March 12, 2026	$14,250.00	[customer_cancellations_and_revenue.pdf p.1]
Total (as read from the bills)		**$205,100.00**	

Demand

Prairieline demands that you:

- Immediately stop all direct or indirect solicitation, recruiting or encouragement of Prairieline employees to leave their employment, and all solicitation, diversion or acceptance of business from Prairieline customers with whom you had material contact, for the remainder of the Restricted Period.

- Identify in writing every Prairieline employee and customer you have contacted about employment or business with Tallgrass Field Advisors LLC or anyone else since your employment ended, with the date and method of each contact.
- Confirm in writing, by [ADD: response deadline], that you will comply with Sections 4.1 and 4.2 for the remainder of the Restricted Period.
- Preserve all devices, accounts and messages that may relate to these matters, including text messages, professional networking site messages, emails, call logs and any communications with Tallgrass Field Advisors LLC. Do not delete or alter them.

Prairieline reserves all rights and remedies under the Agreement and applicable law, including seeking injunctive relief and damages and recovering reasonable attorney fees under Section 6.2. If we do not receive your written confirmation by the deadline above, Prairieline may seek relief from a court without further notice.

State rules

The Agreement is governed by South Dakota law [employment_agreement_excerpt.pdf p.1]. [VERIFY: South Dakota rule on enforceability of non-solicitation covenants]

Please direct all communications on this matter to me. If you are represented by counsel, please forward this letter to your attorney.

Sincerely,

Margaret L. Sorensen
Sorensen Hale & Brandt P.C.

cc: [ADD: whether to copy the new employer, Tallgrass Field Advisors LLC] [VERIFY]