

June 13, 2025

**Via Certified Mail and E-Mail**

Adam Birbrower, Esquire  
Birbrower Law Firm  
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**Re: Cease and Desist Demand Unlawful Use of "Swing Remix" Brand within Manhattan**

Dear Mr. Birbrower,

Our office represents the interests of Mr. Paolo Lanna. This letter is in response to the cease and desist notice you issued to Mr. Lanna dated August 25, 2022. This letter also serves to notify you of a reciprocal violation by your client, Mr. Spencer Weisbond, under the terms of the partnership agreement both parties entered into on January 30, 2018.

**1. Rebuttal of Cease and Desist**

First and foremost, Mr. Lanna is the founder and creator of the Swing Remix brand. The Swing Remix brand was launched in 2007 with Mr. Lanna as the sole creator, designer and visionary. Mr. Lanna never sold or licensed the rights to the use of the Swing Remix logo and all associated promotional materials to Mr. Weisbond or anyone else.

Further, as stipulated in the aforementioned partnership agreement, both Mr. Lanna and Mr. Weisbond are permitted to host independent dance events under different brandings. Mr. Lanna has complied with these terms strictly, operating under a new brand known as "LindyLand". Mr. Weisbond has not. Thus, Mr. Weisbond has been operating in violation of both the 1/30/18 partnership agreement, and Mr. Lanna's intellectual property rights.

**2. Counter Cease and Desist**

Mr. Weisbond has been actively hosting dance events under the "Swing Remix" name within Manhattan, a clear breach of the agreement which explicitly states, "both Spencer and Paolo are free to host their own dance events independent of Swing Remix if they choose, provided the designated event is held outside of Manhattan." Enclosed are copies of the aforementioned partnership agreement, as well as promotional materials and screenshots evidencing Mr.

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Weisbond's activities in Manhattan under the "Swing Remix" brand. These actions are clear violations of the agreement and infringe on the terms Mr. Lanna and Mr. Weisbond mutually agreed upon to avoid competition within the specified geographic area.

We hereby demand that Mr. Weisbond immediately cease all use of the "Swing Remix" name for any events within Manhattan. Failure to comply with this demand will leave Mr. Lanna no choice but to seek judicial relief.

### **3. Proposed Resolutions**

In an effort to resolve this matter constructively and avoid judicial intervention, Mr. Lanna proposes the following alternatives:

- *Mutual Independence*

Both parties may continue to use the "Swing Remix" brand independently, with a formal agreement detailing specific terms, such as prospective and retrospective royalties for use of the brand, and scheduling and geographic limitations, to prevent future conflicts.

- *Brand Discontinuation:*

Alternatively, if mutual usage proves untenable, both parties agree to cease using the "Swing Remix" name altogether. The associated Facebook page would be deleted, and each party will operate under new brand names going forward.

We believe these options provide a path toward a fair and amicable resolution. We are likewise open to further discussion to refine these terms or explore other possible solutions. Please confirm receipt of this letter and inform us of Mr. Weisbond's intentions moving forward.

Yours sincerely,

*Sabrina Bazelais*

Sabrina Bazelais, Esq.

SB/jcs

cc: Timothy C. Connor, Esquire

Paolo Lanna (info@swingremix.com)

Enclosures:

- Copy of the Partnership Agreement





## Partnership Arrangements | Swing Remix 2018

Partners: Paolo Pasta Lanna & Spencer Weisbond

Clarification: For the purpose of clarity this document details the jobs that will be necessary and how the workloads will be delegated and compensated.

### TRUE COST LIST (EACH DANCE PARTY):

\$1,850 RENTAL JCC FEE (includes Sound, Lighting, Security)

\$0,800 BAND (average rate)

\$0,050 DEEJAY

\$0,000 INSURANCE (Provided by Jumpin Entertainment Inc.) *This will not longer be deducted because it is only protecting Jumpin Entertainment Inc.*

\$0,075 ONLINE TICKETING & ACCOUNTING set up and maintenance per event and accounting of the night (Set by Jumpin Entertainment Inc. via Event Brite)

\$0,200 PAID STAFF for DOOR two staffers at all times from 6pm – 11pm

\$0,050 VOLUNTEER STAFF minimum 6 volunteers per event (Joy is paid \$50)

\$0,100 GRAPHIC DESIGN print and web graphics (Provided by StudioPaolo)

\$0,100 PRINTING Postcards (2,500 quantity) based on \$200 cost / 2 events per postcard

\$0,075\* **MARKETING** weekly or bi-monthly newsletters, facebook invites and posts, distribution of postcards, other tactics/methods for spreading the word (Provided by Jumpin Entertainment Inc.)

*\*Marketing - If we don't receive 200 paying customers, fee not deducted.*

\$0,000 ON SITE WORK both partners will be present during majority of dance party providing event set up, break down, general trouble shooting. If a partner is unable to attend, he is to get a sub to cover the duties normally provided.

\$3,300 TOTAL (estimated cost per event)

**Note:** A New Website that gives all parties and staff access is highly recommended moving forward. Can be arranged this summer after two events have passed to sense the viability of new arrangement. To be discussed/arranged Summer 2018

### COST REQUIREMENTS

All listed costs will be deducted from each dance party before any split between partners takes place. The costs that are itemized in this "TRUE COST" list are to be deducted from the revenue of ticket sales to be distributed as detailed. In the event of a LOSS, these fees will still be due and must be paid by the partners of Swing Remix.

This agreement prevents the need for end of the year invoicing for marketing, web & design fees shared within partnership. Thus, no year ending charges will be needed moving forward.

### DETAILS FOR ACCOUNTING & TRANSACTIONS





Jumpin Entertainment INC. is being hired by the partnership of Swing Remix to handle the following operations.

- Will be the official business that will collect revenue and distribute all required payments.
- Will be responsible for the completion, filing and disbursement of 1099's for any and all parties, as required by all related government authorities.
- Will be responsible for ONLINE TICKETING and ACCOUNTING – Itemized Paperwork and corresponding receipts will be made available for both partners to review at the end of each event.
- Will handle all required payouts and will be responsible for the safeguarding of all undistributed receipts

### Running of Swing Remix


The Swing Remix Dance Parties will continue to be arranged and programmed jointly using the same formula that has worked in the past as described here. Opening Doors at 6:15pm; Providing two workshops per event (6:30pm & 7:30pm); Workshops and performances provided by a rotating collective of popular talents, Live music at each event, Showcasing vintage video clips on screen, Providing a Vintage market, Ending at 12:45pm.

### OWNERSHIP of SWINGREMIX.com


The ownership of the website will continue to be a 50/50 share. Actual costs (as presented in the "TRUE COSTS" List) must be deducted and paid out to Jumpin Entertainment INC prior to a **final** division of the remaining revenue.

### UNDERSTANDING of FREEDOMS

Both Spencer and Paolo are free to host their own dance events independent of Swing Remix if they choose, provided the designated event is held outside of Manhattan. There are no restrictions placed on either partner regarding the hosting of their own individual parties/workshops/dances independently, provided that any association with the name Swing Remix, or the other partner is not used, either in advance promotions or at the event.

  
\_\_\_\_\_  
Spencer Weisbond

1/30/2018  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Paolo Pasta Lanna, Owner  
Jumpin Entertainment Inc

1/30/18  
\_\_\_\_\_  
(Date)

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