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November 30, 2023

**VIA EMAIL AND CERTIFIED MAIL:** [craigsweat45@gmail.com](mailto:craigsweat45@gmail.com)

UNCLE BUDD NYC LLC  
c/o Craig Sweat  
3333 Broadway, Apt A3A  
New York, NY 10031

Leslee Schwartz, Esq.  
10 Jeff Street  
Edison, NJ 08837

**Re:** Intentional Unclebudd Intellectual Property Infringement

Mr. Sweat:

This firm represents UNCLEBUDD LLC (“Unclebudd”). Unclebudd, not to be mistaken with Uncle Budd NYC LLC, is owned and operated by Igor Kotlyar and Donell Walker.

As you are aware, a cease-and-desist letter was sent to you on approximately October 20, 2022, enclosed herewith for reference, demanding that you terminate any and all activities related to your intentional infringement on Unclebudd’s trademarks, copyrights, and other valuable proprietary and intellectual property rights. Nevertheless, your infringing conduct persists.

Your ongoing behavior came to our client’s attention when your company, Uncle Budd NYC LLC, failed to fulfill payment obligations for services under a contractual agreement entered into on or about July 23, 2022, with stupidDOPE LLC (“stupidDOPE”), owned by Shane Breen (the “Agreement”). The Agreement encompasses

a range of consulting services, including but not limited to, strategy planning, branding, and marketing and advertising, but rather than enter into the Agreement under your company's name, Uncle Budd NYC LLC, you signed the agreement as the owner of "Uncle Budd LLC". On approximately November 27, 2023, your attorney, Ms. Schwartz, stated this Agreement concerns Uncle Budd LLC, which is owned and controlled by Igor Kotlyar, instead of your company, Uncle Budd NYC LLC. This statement is knowingly false. You yourself signed the Agreement July 23, 2022 and now are apparently trying to get out of your obligations under the Agreement by claiming the Agreement is not between your company and stupidDOPE but rather between Unclebudd and stupidDOPE. Your statements and actions are defamatory and constitute fraudulent misrepresentation. Furthermore, your ongoing and continuous use of the Unclebudd trademark constitutes intentional and willful trademark infringement. It is ironic that the Agreement, which is for branding and marketing services, involves you impersonating the Unclebudd brand.

Your company, Uncle Budd NYC LLC, and all affiliated individuals and businesses must immediately cease-and-desist. **[FILL IN DEMANDS]**

If you do not respond by **December 4, 2023**, acknowledging that the Agreement pertains to your company, Uncle Budd NYC LLC, and if you do not fulfill all outstanding dues, we will proceed with legal action on behalf of Unclebudd. This may include, but is not limited to, seeking monetary and injunctive relief, as well as damages for willful and intentional trademark infringement, false designation of origin, defamation, and fraudulent misrepresentation. Damages for willful trademark infringement may include treble damages, disgorgement of profits, actual damages, reasonable royalties, and attorneys' fees along with any other applicable legal remedies. Unclebudd reserves all rights and nothing in this communication is a waiver. Please comport yourself accordingly.

Sincerely,

Emerge Law Group P.C.

Duncan Delano, Esq.

Shareholder

cc: UNCLEBUDD LLC (by email only)

Igor Kotlyar (by email only)

Donell Walker (by email only)

Craig Sweat

154 W 119TH ST APT 2

NEW YORK, NY 10026

