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April 26, 2024

VIA EMAIL ONLY

Allison M. Hoots, Esq.
HOOTS LAW PRACTICE PLLC
P.O. Box 565
Accord, New York 12404
ahoots@hootslawpractice.com

Re.: **Peter Larney's Removal From Tam Integration Psychedelic
Integration Training Program and Related Claims for
Tortious Injury Against Daniel Shankin and Align and Flow,
LLC**

Dear Ms. Hoots:

Please allow this correspondence to serve as a response to your letter dated March 18, 2024 regarding my client Peter Larney's alleged breach of the Tam Integration Retreat Agreement (the "Agreement"), his removal from the Tam Integration Psychedelic Integration Training Program (the "Program") and the now-expired offer to refund Mr. Larney the sum of \$4,500.00, i.e., half of his \$9,000.00 registration payment remitted to Align and Flow, LLC on June 14, 2023.

The purpose of this correspondence is to convey a counteroffer and provide you with a copy of the draft Complaint which, in the event we are unable to reach an informal resolution, will be filed in the Superior Court of the State of California, County of Los Angeles on Mr. Larney's behalf.

During a telephone call on February 29, 2024, Mr. Shankin verbally advised Mr. Larney that he was concerned about Mr. Larney's use of "other substances" during the Tam Integration Retreat (the "Retreat"), which took place February 9-11, 2024. The "other substances" at issue were cannabis and hapé. Neither Mr. Shankin nor your letter identified the particular clause of

the Agreement allegedly breached by Mr. Larney; however, it is presumably the following portion of section 9 regarding Personal Responsibility for Safety:

“I agree to adhere to the guidelines for safety as provided by Tam Integration at all times during the Retreat, including but not limited to my agreement not to use substances which are not prescribed to me and disclosed to Tam Integration at the Retreat, and I agree not to bring any illicit substances to the Retreat.”

Mr. Larney disputes Mr. Shankin’s claim that his conduct before, during or after the Retreat constituted a breach of the Agreement or any of the Program’s community guidelines. Both cannabis and hapé are legal plant medicines in the State of California which require no prescription and whose use by Mr. Larney was candidly disclosed to Mr. Shankin multiple times in multiple settings, including on live calls with the entire training cohort, on the Program’s Signal chat and on the Program’s Mighty Networks platform. Specifically, Mr. Larney disclosed his use of cannabis for meditation and Psychedelic Somatic Interactional Psychotherapy at the outset of the Program in October 2023. He disclosed his hapé meditation practice to Mr. Shankin and Robin Alexandra on February 9, 2024, at the outset of the Retreat.

Mr. Shankin had no shortage of opportunities to address any concerns he might have had regarding Mr. Larney’s use of cannabis and hapé prior to February 29, 2024, but failed to do so. This failure demonstrates that Mr. Shankin did not, in fact, consider Mr. Larney’s use of cannabis and hapé a safety concern or breach of any agreement governing Mr. Larney’s participation in the Program or the Retreat. This is consistent with Ms. Alexandra’s statement to Mr. Larney during the Retreat that she was “glad [he has] a hapé practice,” as well as with the plain meaning of the Agreement’s language above.

There being no competent evidence of a breach of the Agreement by Mr. Larney, to say nothing of the dubious quality and profoundly inartful administration of Mr. Shankin’s Program, a refund in the amount of \$4,500.00 is unacceptable. While Mr. Shankin may believe this request for refund arose out of a “complex dispute between the students” in the Program, he is incorrect. It is Mr. Shankin’s failure to manage that apparent misunderstanding with integrity that forms the basis for this request. An offer of only \$4,500.00 is especially insufficient in light of Mr. Shankin’s tortious conduct immediately following Mr. Larney’s forced withdrawal from the Program. Please see the attached draft Complaint for further details in this regard.

Mr. Larney has needlessly suffered considerable anguish as a result of Mr. Shankin’s failure to conduct himself and his Program with the competence and honesty promised and reasonably expected. The extent of the damage sustained to Mr. Larney’s reputation among his peers and to his professional prospects as a result of Mr. Shankin’s defamatory statements has yet to be determined. However, in a good faith effort to close this matter expediently, Mr. Larney is prepared to release all claims arising out of the aforementioned events, and as set forth in the draft Complaint, in exchange for the sum of **\$12,000.00** via cashier’s check, to be sent by certified mail within 30 days of the parties’ execution of a mutually agreeable release/settlement agreement. The demanded amount is comprised of a complete refund of Mr. Larney’s \$9,000.00 registration payment, plus the sum of \$3,000.00 to release the claims set forth in the attached draft Complaint. I am confident that the cost of mediating, arbitrating and/or protracted litigation on the merits of Mr. Larney’s claims will far exceed this extremely reasonable settlement demand.

We are open to discussing the specific terms and conditions of this counteroffer, which will remain open until close of business on **May 10, 2024**. After that time, and without further notice, this counteroffer will be withdrawn and all compensable damages will be pursued on Mr. Larney's behalf.

Thank you for your continued cooperation and professional courtesy in this matter. I would welcome an opportunity to discuss any questions or concerns which you may have.

Very truly yours,

A handwritten signature in black ink, appearing to read "Huyen" or "Huyen Nguyen", written in a cursive style.

HATHANH H. NGUYEN, ESQ.
of CLINTON & CLINTON