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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 PETER JACKSON LARNEY SCHERER,)	CASE NO.
)	
11 Plaintiff,)	PLAINTIFF, PETER JACKSON
)	LARNEY SCHERER'S COMPLAINT
12 v.)	FOR DAMAGES
)	
13 DANIEL SHANKIN and ALIGN AND)	
FLOW, LLC; and DOES 1 through 25,)	
inclusive,)	Unlimited Jurisdiction
)	
14)	
)	
15 Defendants.)	
)	
16)	

17 COMES NOW, Plaintiff, PETER JACKSON LARNEY SCHERER, an individual
18 (“Plaintiff”), and for causes of action against Defendants, DANIEL SHANKIN, an individual,
19 and ALIGN AND FLOW, LLC, a limited liability company (“Defendants”), and DOES 1
20 through 25, inclusive, and each of them, alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. The claims set forth herein arise out of injuries and damages sustained by
23 Plaintiff, PETER JACKSON LARNEY SCHERER in connection with his participation in
24 Defendants’ Tam Integration Psychedelic Integration Training Program (the “Program”) from
25 approximately October 10, 2023 to February 29, 2024.

26 2. Plaintiff, at all times relevant herein, was and is an individual residing in the
27 County of Los Angeles, State of California.

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1 3. Plaintiff is informed and believes, and based thereon alleges, that at all times
2 relevant herein, Defendant, DANIEL SHANKIN was and is an individual residing in the County
3 of Berkshire, State of Massachusetts.

4 4. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 relevant herein, Defendant, ALIGN AND FLOW, LLC was and is a limited liability company
6 organized and existing under and by the virtue of the laws of the State of Massachusetts and
7 doing business in the County of Los Angeles, State of California.

8 5. The true names and capacities, whether individual, plural, corporate, partnership,
9 associate, or otherwise, of DOES 1 through 25, inclusive, are presently unknown to Plaintiff,
10 who therefore sues said Defendants by such fictitious names pursuant to Code of Civil Procedure
11 section 474. The full extent of the facts linking such fictitiously sued Defendants is presently
12 unknown to Plaintiff. Plaintiff is informed and believes, and thereupon alleges, that each of the
13 Defendants designated herein as a DOE was and is liable in an actionable manner for the
14 occurrences alleged in this Complaint, and that Plaintiff's injuries and damages alleged herein
15 were caused by such Defendants' conduct. Plaintiff will hereafter seek leave of Court to amend
16 this Complaint to show such Defendants' true names and capacities after the same have been
17 ascertained.

18 6. On or about June 14, 2023, Plaintiff registered for Defendants' Program by
19 remitting payment in the amount of \$9,000.00 to Defendant, Align and Flow, LLC. This
20 payment secured Plaintiff a spot in the year-long coaching training cohort (the "Cohort") that
21 commenced on October 10, 2023. Plaintiff, who is in the process of becoming certified by
22 Somatic Experiencing International, relied on representations made by Defendants on their
23 website (<https://tamintegration.com>) in determining that the Program's offerings would
24 complement his developing practice in the healing arts.

25 7. Among Defendants' representations on which Plaintiff relied were that Program
26 participants would develop "the skills to serve others as catalysts for powerful personal change,"
27 "the tools to work with clients both in out of the context of the psychedelic journey" and an
28 understanding of "how to support people artfully as the [sic] prepare for and integration [sic]

1 from their journeys.” The Program was to consist of a year’s worth of live online meetings,
2 weekly practice groups, and two weekend retreats.

3 8. Defendants’ website describes Defendant, Daniel Shankin as the founder and
4 director of Defendants’ Program, who is “committed to offering radically accessible and
5 inclusive support and education for people who are wanting to transform, heal and grow.” As
6 leader of the Program, Defendants’ website represents that Mr. Shankin trains “emerging leaders
7 in the facilitation of transformational engagement.” Defendants’ website further states that all
8 team members have “rich histories of psychedelic experience and confidential client work. Even
9 more important, they are kind, understanding and honest.”

10 9. On or about February 29, 2024, Mr. Shankin telephoned Plaintiff and advised him
11 that he was concerned about Plaintiff’s use of “other substances” during the Program’s weekend
12 retreat in Oakland, California, which took place from February 9, 2024 to February 11, 2024 (the
13 “Retreat”). Mr. Shankin then advised that Plaintiff was “being asked to leave” the Cohort. This
14 was the first occasion on which Mr. Shankin, or anyone else associated with the Program,
15 communicated this concern to Plaintiff. Mr. Shankin offered Plaintiff the opportunity to defer to
16 a later cohort, which Plaintiff declined.

17 10. Plaintiff is informed and believes, and based thereon alleges, that on or about
18 March 1, 2024, at approximately 6:30 a.m. Eastern Standard Time, Mr. Shankin published a
19 video (the “Video”) to the Program’s Mighty Networks platform and instructed the Cohort’s
20 remaining students to view it, as it contained Mr. Shankin’s response to the students’ inquiries
21 regarding Plaintiff’s abrupt removal from the Program. According to numerous students who
22 alerted Plaintiff to the video’s existence and content, Mr. Shankin advised the Cohort that
23 Plaintiff had been removed due to his use of “other substances” and implied that this conduct
24 rendered Plaintiff “unsafe” for continued participation in the Program. After a number of
25 students expressed concern regarding Mr. Shankin’s aforementioned statements, he deleted the
26 video from Mighty Networks on or about March 2, 2024.

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1 11. On or about March 4, 2024, counsel for Plaintiff sent a request for refund of
2 Plaintiff's registration payment to Mr. Shankin. On or about March 18, 2024, counsel for
3 Defendants sent correspondence in which it was alleged that Plaintiff was removed from the
4 Program due to a breach of the terms of the Tam Integration Retreat Participation Informed
5 Consent, Waiver and Release Agreement (the "Agreement"), which governed the Program's
6 weekend retreat in Oakland, California. A true and correct copy of the Agreement is attached
7 hereto as *Exhibit "A"*. Despite their own "no refunds" policy, Defendants offered Plaintiff a
8 refund in the amount of \$4,500.00 "as an act of good faith," conditioned upon a mutual release of
9 claims. A true and correct copy of Defendants' March 18, 2024 correspondence is attached
10 hereto as *Exhibit "B"*.

11 12. The "other substances" at issue were cannabis and hapé. At no time have
12 Defendants identified the clause of the Agreement that Plaintiff allegedly breached; however, it
13 is presumably the following, section 9 regarding Personal Responsibility for Safety: "*I agree to*
14 *adhere to the guidelines for safety as provided by Tam Integration at all times during the*
15 *Retreat, including but not limited to my agreement not to use substances which are not*
16 *prescribed to me and disclosed to Tam Integration at the Retreat, and I agree not to bring any*
17 *illicit substances to the Retreat.*"

18 13. Both cannabis and hapé are legal plant medicines in the State of California which
19 require no prescription and whose use by Plaintiff was candidly disclosed to Mr. Shankin
20 multiple times in multiple settings, including on live calls with the training Cohort, on the
21 Program's Signal chat and on the Program's Mighty Networks platform. Specifically, Plaintiff
22 disclosed his use of cannabis for meditation and psychotherapy at the outset of the Program in
23 October 2023. Plaintiff also disclosed his hapé meditation practice to Mr. Shankin on February 9,
24 2024, at the outset of the Retreat.

25 14. Mr. Shankin had no shortage of opportunities to address any concerns he might
26 have had regarding Plaintiff's use of cannabis and hapé prior to abruptly removing him from the
27 Program on February 29, 2024, but failed to do so. This failure demonstrates that Plaintiff's use
28 of cannabis and hapé for meditation did not, in fact, constitute a safety concern or a breach of

1 any agreement governing Plaintiff's participation in the Program or the Retreat. This is
2 consistent with the statements and conduct of other individuals involved in the Program's
3 administration, as well as with the plain meaning of the Agreement's section 9 regarding
4 Personal Responsibility for Safety, quoted above.

5 15. Defendants, by falsely accusing Plaintiff of breaching the Agreement governing
6 his participation in the Retreat and engaging in the other conduct described herein, effectively
7 forced him to withdraw from the Program, then intentionally and wrongfully withheld his
8 \$9,000.00 registration payment. In doing so, Defendants breached the express and implied
9 agreement between Defendants and Plaintiff wherein, in exchange for such good and valuable
10 consideration, Plaintiff would receive the benefit of the Program's complete offerings, including
11 the opportunity to develop skills, tools, experience and community in support of his growing
12 somatic experiencing and healing arts practice. There is no competent evidence whatsoever that
13 Plaintiff engaged in any conduct that constituted a breach of the Agreement or the Program's
14 community guidelines, and at all times relevant herein, Plaintiff did all that was expected and
15 required of him by Defendants.

16 16. As a legal, direct and proximate result of Defendants' failure to conduct the
17 Program with the honesty, integrity and leadership promised by their website and reasonably
18 expected by students, especially given the significant monetary cost of the Program, Plaintiff has
19 needlessly suffered severe mental and emotional anguish, as well as financial anxiety related to
20 Defendants' refusal to refund Plaintiff's \$9,000.00 registration payment, depriving Plaintiff of
21 the time and resources necessary to continue pursuing his professional development as a healing
22 arts practitioner.

23 17. As a legal, direct and proximate result of Mr. Shankin's statements regarding
24 Plaintiff in the Video, which he knew at the time to be false, Plaintiff has sustained, and
25 continues to sustain, damage to his professional reputation and the economic prospects of his
26 developing healing arts practice, the monetary value of which has yet to be determined and
27 which will be stated according to proof pursuant to Code of Civil Procedure section 425.10.

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1 18. As a legal, direct and proximate result of Defendants' conduct, Plaintiff has
2 engaged the services of mental health counselors and healing arts professionals to care for and
3 counsel him regarding the severe mental and emotional distress and anguish that he has, and
4 continues to, experience, thereby incurring expenses which will be stated according to proof
5 pursuant to Code of Civil Procedure section 425.10.

6 19. As a legal, direct and proximate result of Mr. Shankin's extreme and outrageous
7 conduct, including recording and posting the Video wherein he intentionally made statements
8 regarding Plaintiff which he knew to be false, Plaintiff has been profoundly harmed mentally,
9 emotionally and economically. Mr. Shankin made these intentional misrepresentations regarding
10 Plaintiff despite actual knowledge of the exceptionally injurious psychological impact they
11 would have on him, as Plaintiff had previously shared details of his past trauma and subsequent
12 healing journey with Mr. Shankin.

13 20. Moreover, Mr. Shankin published these defamatory statements directly to the
14 Program's remaining students, a group consisting of Plaintiff's practice partners, colleagues and
15 professional peers. By falsely and vaguely accusing Plaintiff of using "other substances" that
16 rendered him "unsafe" for continued participation in the Program, Mr. Shankin intentionally left
17 Plaintiff's practice partners, colleagues and professional peers to speculate regarding what "other
18 substances" Plaintiff had allegedly been using and the manner in which he was allegedly
19 "unsafe." This conduct was maliciously calculated by Mr. Shankin to inflict severe emotional
20 distress upon Plaintiff. In light of Defendants' representations as to Mr. Shankin's kind,
21 understanding and honest character, as well as his position of influence over the audience to
22 whom he directed his defamatory statements, this conduct was so extreme as to exceed all
23 bounds of that usually tolerated in a civilized community.

24 **FIRST CAUSE OF ACTION**

25 **(Breach of Express Contract Against All Defendants and DOES 1-25, Inclusive)**

26 21. Plaintiff realleges and incorporates herein by reference each and every allegation
27 and statement contained in the prior paragraphs as though fully set forth herein.
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1 registration payment and subjecting Plaintiff to false accusations and defamatory statements
2 directed by Mr. Shankin to an audience of Plaintiff's practice partners, colleagues and
3 professional peers.

4 29. Plaintiff, as a direct and proximate result of Defendants' breach of the implied
5 agreement, has suffered damages in the sum of at least \$9,000.00, in addition to other monetary
6 damages as alleged herein.

7 **THIRD CAUSE OF ACTION**

8 **(Fraud and Deceit Against All Defendants and DOES 1-25, Inclusive)**

9 30. Plaintiff realleges and incorporates herein by reference each and every allegation
10 and statement contained in the prior paragraphs as though fully set forth herein.

11 31. Defendants intentionally made false representations regarding Plaintiff that
12 caused him, and continues to cause him, serious and lasting harm. Specifically, Defendants
13 represented that in exchange for the sum of \$9,000.00 remitted to Align and Flow, LLC, Plaintiff
14 would receive the complete benefits of the Program's offerings, including the opportunity to
15 develop skills, tools, experience and community to support his somatic experiencing and healing
16 arts practice. This representation proved false and was made without actual regard for its truth,
17 given Defendants' subsequent refusal to refund Plaintiff's registration payment while employing
18 false accusations to force him to withdraw from the Program, in addition to other intentionally
19 injurious conduct as alleged herein.

20 32. Defendants, upon making the intentional misrepresentations alleged herein,
21 intended that Plaintiff rely on the same.

22 33. Plaintiffs reasonably relied on Defendants' intentional misrepresentations and, in
23 so doing, suffered damages in the sum of at least \$9,000.00, in addition to other monetary
24 damages as alleged herein.

25 34. As a result of the fraudulent, deceitful and intentional misrepresentations made by
26 Defendants with malicious and oppressive disregard for the truth of what was being represented
27 as well as the laws of the State of California, Plaintiff is entitled to punitive damages.

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1 **FOURTH CAUSE OF ACTION**

2 **(Defamation Against All Defendants and DOES 1-25, Inclusive)**

3 35. Plaintiff realleges and incorporates herein by reference each and every allegation
4 and statement contained in the prior paragraphs as though fully set forth herein.

5 36. Defendants made, video recorded and posted statements to the remaining
6 members of the Program’s training Cohort, a group which Mr. Shankin knew consisted of
7 Plaintiff’s practice partners, colleagues and professional peers.

8 37. The students to whose attention Defendants directed the subject defamatory
9 statements reasonably understood those statements to mean that Plaintiff had used “other
10 substances” which rendered him “unsafe” for continued participation in the Program, in breach
11 of applicable Program guidelines and agreements.

12 38. Defendants did not just fail to use reasonable care to determine the truth or falsity
13 of the subject defamatory statements but, in fact, intentionally made such statements knowing
14 that they were false.

15 39. The wrongful conduct of Defendants was a substantial factor in causing Plaintiff’s
16 harm and damages, past and future, economic and non-economic, in an amount to be determined
17 at trial pursuant to Code of Civil Procedure section 425.10.

18 40. As a result of defamatory statements made by Defendants with malicious and
19 oppressive disregard for the truth of what was being represented as well as the laws of the State
20 of California, Plaintiff is entitled to punitive damages.

21 **FIFTH CAUSE OF ACTION**

22 **(Intentional Infliction of Emotional Distress Against All Defendants and DOES 1-25,**
23 **Inclusive)**

24 41. Plaintiff realleges and incorporates herein by reference each and every allegation
25 and statement contained in the prior paragraphs as though fully set forth herein.

26 42. Defendants’ conduct, as alleged herein, was extreme, outrageous and intended to
27 cause Plaintiff emotional distress.

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1 43. Defendants acted with reckless disregard for the probability that Plaintiff would
2 suffer emotional distress.

3 44. Plaintiff suffered severe emotional distress.

4 45. Defendants' conduct was a substantial factor in causing Plaintiff's severe
5 emotional distress.

6 46. The wrongful conduct of Defendants was a substantial factor in causing Plaintiff's
7 harm and damages, past and future, economic and non-economic, in an amount to be determined
8 at trial pursuant to Code of Civil Procedure section 425.10.

9 47. As a result of the extreme and outrageous conduct of Plaintiffs, undertaken with
10 malicious and oppressive disregard for the probability that he would suffer severe emotional
11 distress, Plaintiff is entitled to punitive damages.

12 **SIXTH CAUSE OF ACTION**

13 **(Negligent Interference with Prospective Economic Relations Against All Defendants and**
14 **DOES 1-25, Inclusive)**

15 48. Plaintiff realleges and incorporates herein by reference each and every allegation
16 and statement contained in the prior paragraphs as though fully set forth herein.

17 49. Plaintiff and various third parties were in economic relationships that resulted in,
18 and probably would have continued to result in, future economic benefits to Plaintiff.

19 50. Defendants knew or should have known of these economic relationships.

20 51. Defendants knew or should have known that these economic relationships would
21 be disrupted if they failed to act with reasonable care.

22 52. Defendants failed to act with reasonable care.

23 53. Defendants engaged in wrongful conduct by forcing Plaintiff to withdraw from
24 the Program while falsely accusing him of breaching applicable guidelines and agreements and
25 withholding his registration payment.

26 54. Plaintiff's economic relationships with various third parties were disrupted by
27 Defendants' conduct.

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1 55. Plaintiff was harmed by Defendants' disruption to his economic relationships with
2 these third parties.

3 56. Defendants' wrongful conduct was a substantial factor in causing Plaintiff's harm.

4 57. The wrongful conduct of Defendants was a substantial factor in causing Plaintiff's
5 harm and damages, past and future, economic and non-economic, in an amount to be determined
6 at trial pursuant to Code of Civil Procedure section 425.10.

7 **SEVENTH CAUSE OF ACTION**

8 **(Intentional Interference with Prospective Economic Advantage Against All Defendants**
9 **and DOES 1-25, Inclusive)**

10 58. Plaintiff realleges and incorporates herein by reference each and every allegation
11 and statement contained in the prior paragraphs as though fully set forth herein.

12 59. Plaintiff and various third parties were in economic relationships that resulted in,
13 and probably would have continued resulting in, in future economic benefits to Plaintiff.

14 60. Defendants knew of these economic relationships.

15 61. Defendants knew that these economic relationships would be disrupted if they
16 failed to act with reasonable care.

17 62. Defendants engaged in wrongful conduct by forcing Plaintiff to withdraw from
18 the Program while falsely accusing him of breaching applicable guidelines and agreements and
19 withholding his registration payment.

20 63. By engaging in this wrongful conduct, Defendants intended to disrupt those
21 economic relationships.

22 64. Plaintiff's economic relationships with various third parties were disrupted by
23 Defendants' conduct.

24 65. Plaintiff was harmed by Defendants' disruption to his economic relationships with
25 these third parties.

26 66. Defendants' wrongful conduct was a substantial factor in causing Plaintiff's harm.

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1 67. The wrongful conduct of Defendants was a substantial factor in causing Plaintiff's
2 harm and damages, past and future, economic and non-economic, in an amount to be determined
3 at trial pursuant to Code of Civil Procedure section 425.10.

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PRAYER FOR DAMAGES

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WHEREFORE, Plaintiff, PETER JACKSON LARNEY SCHERER, prays for judgment
7 against Defendants, DANIEL SHANKIN and ALIGN AND FLOW, LLC as follows:

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1. For general damages, including but not limited to past and future mental and
9 emotional pain and suffering, according to proof;

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2. For special damages, including but not limited to past and future expenses for the
11 services of mental health counselors and healing arts professionals, past and future lost wages
12 and earning capacity, past and future incidental expenses, according to proof;

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3. For punitive damages;

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4. For attorneys' fees under any and all authorizing laws;

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5. For costs of suit herein incurred; and

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6. For such other and further relief as the court may deem proper.

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REQUEST FOR JURY TRIAL

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Plaintiff hereby demands a jury trial.

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DATED: April 26, 2024

CLINTON & CLINTON

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By: _____
HATHANH H. NGUYEN, ESQ.
Attorney for Plaintiff,
**PETER JACKSON LARNEY
SCHERER**

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