



HOOTS LAW PRACTICE PLLC

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LICENSED TO PRACTICE LAW IN NEW YORK + PENNSYLVANIA + DISTRICT OF COLUMBIA

July 15, 2024

VIA ELECTRONIC MAIL

Hathanh Nguyen, Esq.

Clinton & Clinton

Email: hnn@clintonlaw.com

Re: Peter Larney

Dear Ms. Nguyen,

I am writing on behalf of myself and Megan Sheehan of Sheehan and Associates Law LLC, Massachusetts co-counsel, to address the draft complaint shared by you in connection with your client's unfounded, false, and frivolous allegations against our client, Align and Flow LLC dba Tam Integration ("Tam Integration") in connection with the Tam Integration Psychedelic Integration Coach Training program (the "Program") and the optional retreat offered by Tam Integration and third parties (the "Retreat") governed by the Tam Integration Retreat Participation Informed Consent, Waiver, and Release Agreement (the "Retreat Agreement").

Your client purchased the Program in June 2023. As you are aware, the terms and conditions of the Program makes all payments non-refundable (see <https://circle.tamintegration.com/terms-and-conditions/>), as actively consented to by your client at the time of purchase. Your client commenced the Program in October 2023.

Your Client's Breach of Contract

Please find attached the draft affidavit from Erica Siegal, LCSW, (the "Affidavit"). Ms. Siegal is the Executive Director of the SHINE Collective, Inc., a nonprofit corporation incorporated in California that provides support, resource, and education to survivors of abuse within psychedelic communities and was an unpaid mediator who participated in efforts to support the process of the participants in the Program that were entirely caused by your client's

reckless and harmful conduct. In response to such conduct by your client, Tam Integration promptly requested support from Ms. Siegal to attempt to mitigate the damage caused. Please note that Ms. Siegal has not been compensated for any activities related to this dispute.

As you can see in this Affidavit, during the Retreat, your client engaged in behavior that caused another participant, a sexual assault survivor, ██████ to feel extremely disrespected and threatened. As a primary and crucial fact, the Program provides information and education around integration coaching services, specifically addressing the vulnerable and sensitive space that a person may be in after a non-ordinary state of consciousness and the kind of gentle support that should be provided in that time. Also crucial to note is that all participants in the Program were aware of ██████ history of sexual assault.

Despite your client's clear knowledge of the above, your client requested that ██████ go to a private location with him alone, asked to sit close to ██████, and then read a poem that repeated "Fuck you" three times while in contact with ██████ body. This action by your client was unsolicited and considered threatening by ██████ and multiple other participants in the Program.

Ultimately, sufficient participants in the Program felt profoundly unsafe and uncomfortable with your client as a result of his conduct that Tam Integration was required to identify a fair resolution to protect those vulnerable participants, which was also intended to protect your client; that suggested resolution was that your client defer to the next cohort. Your client declined this reasonable offer in an email on March 1, 2024 with the subject "I will not be deferring".

Shortly thereafter, on March 4, 2024, you requested that Tam Integration provide a full refund of \$9,000, noting only that Tam Integration requested your client "withdraw from the current" cohort. In this letter, you improperly and unprofessionally excluded the fact that a deferral was offered.

Further, this demand for a refund was both unreasonable and never offered, considering the damages and fallout that was wholly as a result of your client's conduct as well as the fact that he had already participated in five (5) months of the twelve (12) month Program and attended the Retreat, where the violations of the Retreat's provisions regarding behavior and the Program's Community Agreements. Your client declined the deferral and opportunity to continue in the Program and, as you yourself stated in the March letter, your client had an "absence of his continued interest in completing" the Program.

On March 18, 2024, I contacted you to identify an offer of \$4,500, equivalent to 50% of the Program fee, in exchange for the execution of a settlement agreement.

After several emails exchanged between us as Tam Integration awaited a response to the generous offer, on April 26, 2024, you sent a draft complaint to be filed in CA. However, your letter and the complaint obviously and shockingly only addressed the fact that Tam Integration and others had concerns about your client's use of substances that were not pre-approved for the Retreat. There was absolutely no discussion of the matter that was the central issue of his removal: violent and sexually connotative language directed at a survivor of sexual abuse, of

which your client was aware, during a time that he knew to be sensitive and likely to increase the impact of such language on a survivor.

Please note, the Community Agreements, which must be abided by to participate in the Program, provides:

“[No participant may engage in] Hate Speech[or] Ad Hominem Attacks

Zero harassment. Don’t hassle people based on sex, religion, creed, gender, or whatever.

Do not threaten to harm another person in any capacity. Respect other people’s desire for privacy.” (Emphasis added.)

Additionally, the Retreat Agreement provides:

“[Section] 5. I agree to treat all participants at the Retreat with courtesy and respect at all times... I understand that Tam Integration has a policy of zero tolerance for sexual, emotional, or physical harassment or violence, as well as racism, xenophobia, and other forms of discrimination. I understand that sexual conduct is strictly prohibited during the Retreat and any touch must be consented to; such consent to non-sexual touch must be given in advance of any Activities.”

In your letter and complaint, you alleged that Tam Integration forced your client’s withdrawal from the Program, when you knew that he refused an opportunity to continue in a different cohort, as you were cc-ed on the email when he communicated that “

While Tam Integration did ask your client during the call on February 29, 2024 where they discussed his harmful conduct with [REDACTED] whether his use of unapproved substances—including cannabis that remains illegal under federal law—might have been related to his violative conduct, it was never alleged as the premise of the need for deferral. Further, ***your client himself stated multiple times in front of all participants that he was consuming cannabis and hape***, a sniffing tobacco. We would be able to get an affidavit confirming your client made his own public statements regarding this use, if necessary.

That being said, the Retreat Agreement provides:

“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.”

Regardless of whether you prefer to look to state law as to the legality of the cannabis, the Retreat Agreement prohibited your client from bringing any substances that were not prescribed to him and, where such substances were not disclosed in advance and approved, this use was a breach of the Agreement.

Tam Integration was unaware of your client's harmful and violative conduct until the Retreat had concluded, however, once the facts became clear through interviews and feedback from other participants, Tam Integration retroactively removed your client from the Retreat and, properly, concluded that breach of the Retreat Agreement allowed for a determination in connection with your client's ability to continue with the Program with the cohort he was currently in and where a significant number of participants expressed insurmountable discomfort with your client's continuance in the Program.

The Retreat Agreement provides:

“[Section] 5. I agree to treat all participants at the Retreat with courtesy and respect at all times... I understand that Tam Integration has a *policy of zero tolerance for sexual, emotional, or physical harassment* or violence, as well as racism, xenophobia, and other forms of discrimination. I understand that sexual conduct is strictly prohibited during the Retreat and any touch must be consented to; such consent to non-sexual touch must be given in advance of any Activities... I understand and agree that my agreement to this Section is material to Tam Integration entering into this Agreement with me, and as such, *that my violation of the terms and conditions of this section shall be a basis for my immediate removal from the Retreat, for which no refund or reimbursement of any related costs shall be issued. I further understand and agree that my removal from any Retreat for breach of this Section shall be a basis to exclude me from any future Retreat or the Training offered by Tam Integration, as determined in its sole discretion.*”

(Emphasis added.)

Instead of removing your client from the Program, he was offered a deferral on a call on February 29, 2024. Your client determined that he would refuse to receive the full benefits of the Program in a subsequent cohort in his email to Tam Integration on March 1, 2024.

Certain Responses to the Draft Complaint.

In your complaint, in Allegation 9, you incorrectly state that the call that Tam Integration had with your client on February 29, 2024 was the first time that an issue about the Retreat was raised. The Affidavit from Ms. Seigal demonstrates that this is both false and misdirection. In fact, on February 20, 2024, your client had a call with Ms. Seigal and Tam Integration to discuss how harmful his conduct was.

Allegation 22 states that your client performed his obligations with the Community Agreements, which is false. See above. Further, he submitted none of the required work in connection with the Program.

Allegation 23 states that your client was denied the benefits of the Program, however he had the opportunity to complete the Program during the next cohort and declined. See above.

The same responses apply to your repeated statements in the Second and Third Causes of Action.

Generally in response to your Fourth Cause of Action, there can be no defamatory statements where (1) any mention by Tam Integration of your client's use of such substances were true and therefore cannot be defamatory, and, although there need not be further analysis, (2) your client himself used these substance and made statements about such use to the audience of the participants in the Program, and therefore Tam Integration could not be the cause of any alleged harm to your client's reputation and has no fault for any such alleged injury.

Generally, in response to your Fifth, Six, and Seventh Causes of Action, again, Tam Integration solely requested that your client defer to another cohort after your client's own conduct made other participants in the Program feel uncomfortable and threatened.

Please note that my client reserves all rights to dispute each and every allegation in your draft complaint, and any lack of discussion in this letter does not constitute an admission or agreement with the alleged allegations.

Conclusion

The reason for the actions taken by Tam Integration, which was to offer a deferral, was wholly because of your client's conduct and consequent breach of the Retreat Agreement. In addition, you can also clearly see from this Affidavit that Tam Integration went to great lengths to engage a mediator to attempt to resolve this conflict caused by your client. Your client refused and now demands a full refund and damages for emotional distress based on false allegations. In fact, your client clearly knew why he was asked to defer and yet your letter and complaint fail to mention those facts, as confirmed in the Affidavit, in any manner. Such facts as well as your clients own statements around use of substance, his agreement not to bring them in the Retreat Agreement, and the truth that he did use such substance undeniably demonstrates that all allegations in your draft complaint are unsubstantiated and meritless both in fact and in law.

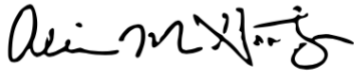
It is disappointing to review your draft complaint to find that the true cause of the dispute has been not only excluded but obfuscated, and ultimately only amounts to threats that are borderline extortive. Further, the blatant disregard for meeting the legal elements of claims, such as the defamation claim that requires a false statement, before alleging such claims is concerning, at minimum.

If you decide to proceed with litigation, we will remove the proceeding to arbitration in Massachusetts, a forum and dispute resolution process your client expressly consented to. In addition, we will pursue recovery of all the expenses Tam Integration has incurred as a result of your client's breach of the Retreat Agreement, including attorney's fees for the frivolous and false claims made in your draft complaint, cost for the arbitor, and other real and documented expenses my client has incurred.

Despite advice from counsel that Tam Integration should withdraw any offer to settle the dispute, but in consideration of the time and costs of responding to the frivolous and false claims in your draft complaint, Tam Integration is now making an offer of \$2,500 to settle the dispute in exchange for the execution of the attached agreement.

Kindly sign and return the Agreement, which is offered for your client's acceptance for the next fifteen (15) calendar days at which time such offer automatically expires on July 30, 2024. If you have questions or concerns, please feel free to direct them to me by email at Allison@Hootslawpractice.com or call 301-452-2213. Thank you for your prompt attention to the offer and I hope this is an amicable conclusion we can reach at your soonest convenience.

Regards,

A handwritten signature in black ink, appearing to read "Allison M. Hoots". The signature is fluid and cursive, with a large initial "A" and "H".

Allison M. Hoots
Principal Attorney of Hoots Law Practice PLLC

Cc: Megan Sheehan, Sheehan and Associates Law LLC
Megan@sheehanlawoffice.net