BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

In the Matter of: TAYLOR C. WEAVER, Attorney-Respondent, No. 6327757.	Commission No. 2025PR00049

NOTICE OF FILING

To: Richard Gleason (rgleason@iardc.org) (ardceservice@iardc.org)
Scott Renfroe (srenfroe@iardc.org)
Attorney Registration & Disciplinary Commission
130 East Randolph Drive, #1500
Chicago, Illinois 60601-6219

PLEASE TAKE NOTICE that on **November 19, 2025**, we e-filed with the Clerk of the Attorney Registration & Disciplinary Commission: **ANSWER TO COMPLAINT AND AFFIRMATIVE MATTER**, a copy of which is served upon you herewith.

Exhibits A-P will be filed separately, under seal, pursuant to Hearing Board Order dated November 18, 2025.

By: /s/ Kathryne Hayes

Kathryne Hayes (khayes@cb-law.com)
COLLINS BARGIONE & VUCKOVICH
One North LaSalle Street, Suite 300
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CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure [735 ILCS 5/1-109], the undersigned certifies that they served the foregoing document(s) by causing copies to be delivered to the above stated SERVICE LIST by **email** on **November 19, 2025**.

/s/ Monica Nunez

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ANSWER TO COMPLAINT AND AFFIRMATIVE MATTER

COMES the Respondent, Taylor C. Weaver, by his counsel, Kathryne Hayes of Collins Bargione & Vuckovich, for his Answer to Complaint and Affirmative Matter, states as follows:

STATEMENT PURSUANT TO COMMISSION RULE 231

Respondent was licensed to practice law in the State of Illinois on November 9, 2017.

COUNT I
(Alleged Self-Dealing, Engaging in a Conflict of Interest, Acquiring a Business Interest Adverse to a Client, and Misrepresentation)

A. Respondent's Employment Background

1. From November 18, 2019 until March 3, 2021, Respondent was employed full-time as a lawyer in the Boston office of a large international law firm ("Firm A"), where he concentrated his practice in the areas of private equity and corporate mergers and acquisitions. At all times related to the events described in this complaint, Respondent, as an attorney- employee of Firm A, owed a fiduciary duty to Firm A and its partners to act with the highest degree of good faith and honesty in all matters relating to Firm A's business and property and to avoid using the Firm A's goodwill, reputation, and resources for his own personal benefit.

ANSWER: Admitted that Respondent was previously employed full-time as a lawyer in the Boston office of a large international law firm. Admitted that Respondent was an employee. Denied that paragraph 1 accurately states the fiduciary duty owed by an employee to an employer. Any remaining allegations are denied.

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2. While Respondent was employed at Firm A, Firm A paid Respondent a base annual salary of $200,000. Respondent also received bonuses during the term of his employment at Firm A.

ANSWER: Admitted.

3. While Respondent was employed at Firm A, the Firm required that attorneys it employed devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's written approval before accepting any paid or unpaid position outside of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm A.

ANSWER: Paragraph 3 appears to summarize an employment contract or handbook which is not attached to the Complaint and which speaks for itself and cannot be admitted or denied. See also 735 ILCS 5/2-606. Any remaining allegations are denied.

4. Respondent left Firm A on March 3, 2021. From April 5, 2021 until June 1, 2022, Respondent was employed full-time as a lawyer in the Boston office of a large international law firm ("Firm B"), where he continued to concentrate his practice in the areas of private equity and corporate mergers and acquisitions. At all times related to the events described in this complaint, Respondent, as an attorney employee of Firm B, owed a fiduciary duty to the firm and its partners to act with the highest degree of good faith and honesty in all matters relating to Firm B's business and property and to avoid using the Firm's goodwill, reputation, and resources for his own personal benefit.

ANSWER: Denied as alleged. Respondent was previously employed full-time as a lawyer in the New York office of a large international law firm and worked remotely from Boston. Admitted that Respondent was an employee. Denied that paragraph 4 accurately states the fiduciary duty owed by an employee to an employer. Any remaining allegations are denied

5. While Respondent was employed at Firm B, Firm B paid Respondent a base annual salary of between $280,000 and $371,080. Respondent also received bonuses during the period of his employment at Firm B.

ANSWER: Admitted except for base salary which is denied as alleged.

6. While Respondent was employed at Firm B, the Firm required that attorneys employed by the Firm devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's written approval before accepting any paid or unpaid position outside

of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm B.

ANSWER: Paragraph 6 appears to summarize an employment contract or handbook which is not attached to the Complaint and which speaks for itself and cannot be admitted or denied. See also 735 ILCS 5/2-606. Any remaining allegations are denied.

7. Respondent left Firm B on June 1, 2022. From September 6, 2022 until July 13, 2024, Respondent was employed full-time as a lawyer in the Denver office of a large international law firm ("Firm C") where he continued to concentrate his practice in the areas of private equity and corporate mergers and acquisitions. At all times related to the events described herein, Respondent, as an attorney-employee of Firm C, owed a fiduciary duty to the Firm and its partners to act with the highest degree of good faith and honesty in all matters relating to Firm C's business and property and to avoid using Firm C's goodwill, reputation, and resources for his own personal benefit.

ANSWER: Admitted that Respondent was previously employed full-time as a lawyer in the Denver office of a large international law firm. Admitted that Respondent was an employee. Denied that paragraph 7 accurately states the fiduciary duty owed by an employee to an employer. Any remaining allegations are denied.

8. While Respondent was employed at Firm C, Firm C paid Respondent a base annual salary of $300,000. Respondent also received bonuses during the period of his employment at Firm C.

ANSWER: Admitted.

9. While Respondent was employed at Firm C, the Firm required that attorneys employed by the Firm devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's written approval before accepting any paid or unpaid position outside of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm C.

ANSWER: Paragraph 9 appears to summarize an employment contract or handbook which is not attached to the Complaint and which speaks for itself and cannot be admitted or denied. See also 735 ILCS 5/2-606. Any remaining allegations are denied.

B. The Massachusetts Cannabis Control Commission and the Formation of Kush Kart

10. The Commonwealth of Massachusetts established the Cannabis Control Commission ("CCC") in 2017 to implement and administer Commonwealth law enabling access to medical and adult-use marijuana in the Commonwealth of Massachusetts. The CCC also was the Commonwealth agency responsible for providing cannabis manufacturer, sales, and delivery licenses in the Commonwealth. In 2019, the CCC established the Social Equity Program ("SEP"), which was a free, statewide technical assistance and training program whose purpose was to create pathways into the cannabis industry for individuals most impacted by the War on Drugs, including by disproportionate arrest and incarceration as the result of marijuana prohibition. One of the services the SEP provided to its participants was access to an Equity Services List, which was a list of professionals who stated a willingness to provide pro bono or low-cost professional services, including but not limited to legal services, to SEP participants.

ANSWER: Paragraph 10 appears to be a summary of a regulatory scheme and not a factual allegation capable of being admitted or denied. Denied the characterization of the Equity Services List is complete. All remaining allegations are denied as alleged.

11. In or in about June, 2020, a woman with the initials T.S. applied for admission to the SEP, and on July 1, 2020, was accepted to the program. T.S. sought a license to deliver cannabis. Cannabis delivery licenses were valuable because the CCC issued only a limited number of cannabis delivery licenses. T.S.'s license would be even more valuable because licenses obtained by SEP participants were exclusive within a geographic zone, and the license would be exclusive within that geographic zone for a period of three years beginning on the date of the issuance of the license, meaning that T.S.'s business would not have any competition from similar businesses within that particular geographic zone for that period of time. Among the requirements for a cannabis business's maintenance of this special license was that the SEP participant retain at last 51% control of the business.

ANSWER: Admitted on information and belief except for any allegations regarding "value" which are denied.

12. At the time she applied to the SEP, T.S. was a mental health counselor without experience opening or operating a cannabis business and without legal experience of any kind. T.S. qualified for the SEP program because of where she lived in Massachusetts and because her family had been impacted by the War on Drugs, as defined by the CCC. On or about July 13, 2020, T.S. filed organizational documents with the Commonwealth to establish her business, Kush Kart, LLC ("Kush Kart").

ANSWER: Respondent is unable to admit or deny whether T.S. was a licensed mental health counselor. Respondent denies that T.S. was "without experience opening or operating a cannabis business and without legal experience of any kind."

Respondent denies that on or about July 13, 2020, T.S. filed organizational documents with the Commonwealth to establish Kush Kart, LLC. On information and belief, "Samson Green Logistics LLC" was organized on or about June 26, 2020 (prior to T.S.'s alleged acceptance into the program) and changed to "Kush Kart LLC" on or about August 19, 2020. (See Exhibit A.) Any remaining allegations are denied.

13. On July 10, 2020, Respondent submitted his name to be included in the CCC's Equity Services List as a pro bono services provider, described in paragraph 10, above. In submitting his name for inclusion in the Equity Services List, Respondent agreed to be contacted by SEP participants, and understood that those participants may be seeking pro bono or reduced-rate services, including but not limited to legal services. In addition to providing his name, Respondent provided his phone number and his Firm A email address for inclusion in the Equity Services List. In addition, Respondent stated in his submission to the Equity Services List that his expertise included accounting, assistance with identifying or raising capital, business plan creation, and legal and/or regulatory compliance. Respondent's submission also stated that Respondent was willing to provide up to $15,000 in seed funding for SEP applicants. Respondent did not notify Firm A that he had submitted his name and contact information to the CCC for inclusion in the CCC's Equity Services List, and never obtained Firm A's consent to do so.

ANSWER: Denied as alleged. Respondent states that the document believed to be referenced in paragraph 13 is attached as Exhibit B [attached as produced by Administrator]. Respondent's Equity Services List listing is summarized as follows:

Name and Contact:	**Offered Service or Benefit (Check all that apply):**	**Areas of Expertise or Event Topics (Check all that apply)**
Taylor Weaver LNG Capital II, LLC (617) 880-4620 (832) 215-4872 taylor.weaver@LW.com	Other: Seed Funding up to $15k For SEP Participants Pro Bono Services Other: Offering seed funding up to $15,000, fundraising guidance, and guidance on the licensing and application process	Accounting Assistance with identifying or raising capital Business plan creation Business operations Cannabis industry best practices Equity Legal/regulatory compliance Licensing process

		Management, recruitment and employee training Municipal issues Other: Providing Seed Funding

Respondent states that a review of the document referenced in paragraph 13, in its entirety, demonstrates that providers were asked to indicate whether they were willing to provide services: (1) at a discount; (2) pro bono; or (3) other. "Pro bono" as used by the CCC, did not equate to legal services and applied to all potential service providers, including non-lawyers. Respondent offered his services as an entrepreneur and listed his business as LNG Capital II, LLC. Any remaining allegations are denied.

14. On or about August 11, 2020, T.S. received from the CCC its Social Equity List, which included Respondent's name, contact information, and the services he purported to provide, as described in paragraph 13, above. On August 28, 2020, T.S. contacted Respondent and scheduled an initial meeting for September 8, 2020.

ANSWER: Denied as alleged. See email from T.S. to Respondent sent August 25, 2020, attached as Exhibit C. T.S. described the services she sought as "assistance with business plan creation, assistance with identifying and raising capital and also [Respondent's] seed funding program."

15. Between September 8, 2020 and November 1, 2020, T.S. asked for and Respondent provided legal assistance and legal advice relating to the drafting of contracts, permitting, and applications to be submitted to the CCC on behalf of Kush Kart. Respondent did not execute an engagement agreement with T.S. or with Kush Kart, or explain to T.S. that he was not acting as her lawyer. Based on the fact that T.S. saw on the CCC's Equity Services List that Respondent offered pro bono legal services to SEP participants, that T.S. asked Respondent for and received from Respondent legal advice and legal services, and that Respondent was communicating with Respondent from Respondent's Firm A email account, T.S. reasonably believed that Respondent was her lawyer.

ANSWER: Denied as alleged. Denied that Respondent's CCC Equity Services List created the reasonable belief that Respondent was T.S.'s lawyer or was offering legal

services. Respondent states that the Equity Services List identified Respondent's "company or firm" as "LNG Capital II" and "LNG Capital II, LLC" which is not a law firm. Respondent's listing duplicated (offered to provide the same services) as other non-legal listings contained in the Equity Services List. Denied that an attorney-client relationship with T.S. was formed. Respondent further states that both T.S. and Respondent were in Massachusetts and Respondent's email signature block clearly stated that he was admitted to practice law only in Illinois. (See Exhibit D.) The email signature block and other information in the services list negate any claimed reasonable belief that Respondent was T.S.'s lawyer. Initial communications by Respondent were performed as an entrepreneur and intended as business advice. T.S. referred to Respondent as her "partner" and not her lawyer. Respondent further states that, according to T.S., on or about September 16, 2020, T.S. engaged a cannabis law firm, Vicente. Any remaining allegations are denied.

16. On or about December 23, 2020, potential investors unconnected with Respondent ("Group One") contacted T.S. to express interest in investing in Kush Kart. Shortly thereafter, Respondent asked T.S. to inform Group One that he would negotiate with Group One on T.S.'s behalf, and T.S. did so. Group One was a business which had experience in the cultivation, sale, and manufacture of cannabis in the Commonwealth. From January through March of 2021, Respondent negotiated the terms of Group One's potential investment in Kush Kart with Group One and on T.S.'s and Kush Kart's behalf. At no point during the negotiations with Group One did Respondent explain to T.S. that he was not acting as her lawyer.

ANSWER: Denied as alleged.

17. On or about February 8, 2021, Respondent sent an email to T.S. from his Firm A email account with attached Kush Kart documents that he had prepared for her signature, including bylaws for Kush Kart and a document called "Action by Sole Incorporator." In the email, Respondent stated that he had been working on the documents for months, and provided an "order of operations," where T.S. would sign the documents, along with a non-disclosure agreement, and where then the documents and equity award agreements and vesting schedules would be provided to T.S., Respondent, and the two non-Group One investors. Acting on Respondent's instructions, T.S. executed the documents.

ANSWER: Denied as alleged. The documents referenced in paragraph no. 17 are not attached. See 735 ILCS 5/2-606. On information and belief, T.S. had engaged Vicente and was advised by Vicente regarding entity formation. On information and belief, the documents referenced in paragraph no. 17 relate to a Delaware entity and not Kush Kart LLC.

C. Respondent Takes Action to Incorporate Kush Kart

18. On February 26, 2021, Respondent filed a Certificate of Incorporation for Kush Kart in the State of Delaware. Prior to the February 26, 2021 filing, T.S. was the sole incorporator for Kush Kart, meaning that she alone had all power to direct the activities of the company. Exhibit A to the Certificate of Incorporation was a document entitled, "Action by Sole Incorporator," and Exhibit B was a copy of Kush Kart's bylaws. The Action by Sole Incorporator fixed at two the number of directors of the board of Kush Kart, and identified those directors as T.S. and Respondent. The Action by Sole Incorporator also included T.S.'s resignation as Sole Incorporator. The Bylaws provided that the business and affairs of Kush Kart would be managed by the directors, but that the directors could only take action if a majority of directors voted for that action. Since there were only two directors—Respondent and T.S.—the bylaws Respondent drafted effectively provided Respondent with a veto over any proposed action by Kush Kart. At no time did Respondent explain to T.S. that his business or personal interests could conflict with her interest in maintaining control of Kush Kart, or that he was not acting as her attorney.

ANSWER: Denied as alleged. The document(s) referenced in paragraph no. 18 are not attached. See 735 ILCS 5/2-606. Respondent states that Kush Kart LLC and Kush Kart, Inc. are two separate legal entities. Kush Kart, Inc. was organized in Delaware on or about February 26, 2021 and did not exist prior to that date. (See Exhibit E.)

D. Fraudulent Conduct in Connection with Ownership of Kush Kart

19. On or about March 3, 2021, employees at Firm A discovered that Respondent was communicating with T.S. about Kush Kart from his Firm A email account, and directed Respondent to inform T.S. that Firm A was not representing her. Respondent sent T.S. a text message stating, "Can you reply to the email I'm about to send you from my firm. They think I was providing services under the [Firm A] brand to Kush Kart and not in my personal capacity. A simple 'Lol I know and thanks." Respondent then emailed T.S. stating, "As already stated at the outset: I write to clarify that I have been assisting you in my personal capacity and not on behalf of [Firm A]. You do not and have not formed an attorney client relationship with [Firm A]. If you have any questions, please direct them to my personal email address which is as follows: [Respondent's personal email address]." Less than 20 minutes later, T.S. responded to Respondent's Firm A email address, as

Respondent instructed, "Lol I know and thanks." Respondent's email did not make it clear that Respondent was not acting as an attorney for T.S. or for Kush Kart.

ANSWER: Admitted that T.S. confirmed she did not have an attorney-client relationship with Firm A and that the same was stated to T.S. "at the outset". T.S.'s agreement (admission) that she was not represented by Firm A and that such was "stated at the outset" negates any allegation that T.S. reasonably believed that Respondent was her lawyer based upon Respondent's Firm A email account. (See Exhibit H.) The Complaint does not allege any factual basis for T.S. to reasonably believe that Respondent was acting as her attorney. Any remaining allegations are denied.

20. Respondent continued negotiations with Group One on behalf of Kush Kart. Following negotiations, Kush Kart and Group One entered into a memorandum of understanding dated March 6, 2021. Respondent negotiated the memorandum of understanding on behalf of Kush Kart and T.S.. In the memorandum of understanding, T.S. was listed as possessing a 71% membership interest in Kush Kart, and Respondent and two Kush Kart investors were listed as each having a 9% interest in Kush Kart. At the time the memorandum of understanding was executed, Respondent had paid no money to T.S. or to Kush Kart acquire his claimed interest in Kush Kart, and had not disclosed to T.S. that he was not acting as her attorney, or that his interest in acquiring a membership interest in Kush Kart was adverse to her interest in keeping as much of an interest in the company as she could.

ANSWER: Denied as alleged. (See Exhibit F (Memorandum of Understanding).)

21. By the terms of the memorandum of understanding, Group One would provide: an operating budget to Kush Kart of $3.5 million over the following three years, subject to Group One's sole discretion; invest the necessary funds for Kush Kart to commence delivery operations; and be responsible for all delivery operations. In exchange, Group One would acquire a 40% membership interest in Kush Kart, with T.S. maintaining 51% equity, and the two individual investors', described in paragraph 20, above, and Respondents' interests being reduced to 3% each. Based on its proposed investment, Group One assessed the investment value of Kush Kart at the end of its investment of capital to be at least $8.75 million. At the time the memorandum of understanding was executed, Kush Kart had no funds.

ANSWER: Denied that paragraph no. 21 is a complete summary of the Memorandum of Understanding. Any remaining allegations are denied with the

exception that, at the time the Memorandum of Understanding was executed, Kush Kart had no funds, which is admitted on information and belief.

22. Following the execution of the memorandum of understanding, described in paragraphs 20 and 21, above, Respondent counseled T.S. to reject the proposed investment, telling her that it was unfair because Group One sought too much control. Then, on or on about April 2, 2021, Respondent drafted a document called "Profits Interest Unit Purchase Agreement." By the terms of the agreement, T.S. would sell 31% of Kush Kart's "profit units"—meaning the percentage share of profits of Kush Kart—to LNG Capital II, an Illinois limited liability company Respondent wholly owned and which he had organized on June 13, 2019, in exchange for $20,000. Respondent executed that agreement, and recommended that T.S. do so. Acting on Respondent's advice, T.S. executed the agreement. Respondent instructed T.S. not to inform Group One of the transaction and, following Respondent's instructions, she did not.

ANSWER: Denied as alleged. On information and belief, the Profits Interest Unit Purchase Agreement was executed but never adopted/incorporated into the Kush Kart operating agreement. Respondent further states that the Profits Interest Unit Purchase Agreement stated at section 4.11:

> **4.11 Legal Representation. Each of the parties hereto acknowledges and agrees that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free coercion, duress or fraud. (Attached as Exhibit G.)**

Respondent further states that Kush Kart never commenced operation and, therefore, there was no profit.

23. At no point prior to T.S.'s execution of the Profits Interest Unit Purchase Agreement did Respondent disclose to T.S. that he was not acting as her attorney. Moreover, Respondent knew the Profits Interest Unit Purchase agreement he drafted was unfair to T.S. because Group One had offered to provide Kush Kart with up to $3.5 million over a period of three years for a 40% interest in the company less than 60 days earlier.

ANSWER: Denied. In further answer, Respondent states: (1) the service listing from which T.S. obtained Respondent's contact information described Respondent as an entrepreneur (not a lawyer) offering seed money which Respondent provided; (2) T.S. retained counsel at or about the time she met Respondent; (3) T.S. later confirmed that she knew "from the outset" she had not retained Firm A (the firm employing Respondent at the time); (4) T.S. executed a Profits Interest Unit Purchase Agreement which stated that she acknowledged she had the right to seek counsel, thereby eliminating a reasonable belief that Respondent was T.S.'s lawyer. Denied that Respondent's investment of $20,000 into Kush Kart was "unfair" nor did it prevent a deal with Group One.

24. On or about April 3, 2021, Respondent drafted and T.S. executed an operating agreement for Kush Kart. The April 3, 2021 operating agreement established four officers of the company: the two individual investors, described in paragraph 20, above, T.S. as Chief Executive Officer, and Respondent as Chief Operating Officer. As Chief Operating Officer, Respondent would be responsible for the day-to-day management of the company. The April 3, 2021 operating agreement provided that T.S. owned 73% of the membership interest in Kush Kart, but only 51% of the "profits interest units." The operating agreement further provided that Respondent, through his wholly-owned entity LNG Capital II, owned 9% of the membership interest, but 31% of the "profits interest units."

ANSWER: Denied as alleged. On information and belief, the April 3, 2021 Operating Agreement was not executed. In the alternative, the document, which is not attached (735 ILCS 5/2-606), speaks for itself. Respondent further states that Section 11.12 states as follows:

> **11.12 Legal Representation. Each of the parties hereto acknowledges and agrees that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and**

each of the parties represents that it has either done so or that it has voluntarily declined to do so, free coercion, duress or fraud. (See Exhibit G.)

25. The April 3, 2021 Operating Agreement reiterated that there were only two directors—Respondent and T.S.—and that a majority of directors needed to vote in favor of an action proposed to be taken on behalf of the company, which resulted in Respondent having a veto vote to any such action. To this point, neither Respondent nor his wholly-owned company LNG Capital II had provided T.S. or Kush Kart with any capital in consideration for either his membership interest or his purported "profits interest units."

ANSWER: Denied. In further answer, Respondent states on information and belief, the April 3, 2021, Operating Agreement did not identify any directors. Respondent further states that he, individually, was neither a member nor manager, individually, of Kush Kart pursuant to the April 3, 2021 Operating Agreement to the extent it was ever executed. Respondent did not have "veto" power. In further answer, managers could be removed pursuant to Section 7.01 (Super-Majority Vote of the Members); see also Section 1.34.

26. Respondent did not explain to T.S. that he was not acting as her lawyer when he presented the April 3, 2021 operating agreement to her for her signature. Respondent did not disclose to Group One that he had incorporated Kush Kart in Delaware, that Kush Kart had separated membership interest from "profits unit interests," that he had been named as one of two directors of the company, or that the vote of a majority of directors was now required before the company could undertake action.

ANSWER: Denied. See Section 11.12; see also Section 11.04 of the April 3, 2021 Operating Agreement. On information and belief, T.S. was consulting with Vicente law firm. Respondent further states that the Delaware entity was a separate entity from Kush Kart LLC. Any remaining allegations are denied as alleged.

27. After March 6, 2021, when Kush Kart and Group One executed the memorandum of understanding detailing terms of Group One's proposed $3.5 million investment, Respondent sought alternate investors who would provide alternative funding to Kush Kart on different terms. As part of his effort to seek alternate investors, Respondent arranged an interview with Leafly, an online cannabis publication. On March 14, 2021, Leafly published its interview with Respondent

and T.S. In the interview, Respondent stated that Kush Kart had raised $3.5 million, and was still looking for new investors and vendors.

ANSWER: Admitted that Respondent sought investors for Kush Kart. Admitted that both T.S. and Respondent participated in an interview which includes direct quotes from T.S. (Exhibit I.) Respondent further states that T.S. participated in a podcast without Respondent and discussed the same subject matter and referred to Respondent as her partner and not her lawyer. Any remaining allegations are denied.

28. Respondent's statement that Kush Kart had raised $3.5 million was false, because Group One had only entered into a memorandum of understanding with Kush Kart, and had not yet provided any funds.

ANSWER: Denied as alleged.

29. Respondent knew the statement was false because he had negotiated the terms of the memorandum of understanding, through his legal experience knew the difference between a memorandum of understanding and a membership purchase agreement, had counseled T.S. not to consummate the $3.5 million investment deal from Group One, and because he had no intention of Kush Kart consummating the deal with Group One, and Respondent held an effective veto vote on the measure by virtue of the Kush Kart operating agreement he had drafted.

ANSWER: Denied.

30. Respondent intended that the online article and its reference to $3.5 million already having been raised would attract alternate investors and potential vendors by painting Kush Kart as a more attractive investment opportunity to those potential investors and vendors. Respondent sought alternate investors who would provide financing to the company on terms that would permit him to retain a larger membership and profit interest in the company.

ANSWER: Denied as alleged. Respondent states that he sought the best investors for Kush Kart LLC.

31. Between March 6, 2020 and April 17, 2020, Respondent persuaded T.S. that the terms of Group One's proposed investment as detailed in the memorandum of understanding, described in paragraphs 20-21, above, were onerous and that she and Kush Kart should reject the proposed investment. On April 17, 2025, Respondent emailed a Group One representative and informed him that Kush Kart was not going to proceed with accepting Group One's investment.

ANSWER: Denied as alleged.

32. On or about May 5, 2021, for the first time, Respondent paid T.S. $20,000 for a purported 25% membership interest in Kush Kart. At the time he entered into the transaction with T.S., Respondent knew the transaction was not fair and reasonable, because Respondent had paid a total of $20,000 to T.S. in exchange for 25% of Kush Kart, when Group One had offered to invest up to $3.5 million in and provide its operating expertise to Kush Kart in exchange for 40% of the company less than 60 days earlier. Respondent did not gain T.S.'s informed consent to the transaction, because prior to paying T.S. $20,000 for his purported 25% interest in Kusk Kart, Respondent did not advise T.S. that she could seek independent legal counsel before agreeing to Respondent's purchase, and did not explain whether he was representing T.S. in the transaction.

ANSWER: Admitted that Respondent paid $20,000 for a membership interest. The operating agreement dated May 5, 2021 is attached as Exhibit J and states in relevant part:

> **11.12 Legal Representation. Each of the parties hereto acknowledges and agrees that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free coercion, duress or fraud."**

Remaining allegations are denied as alleged.

33. On or about August 5, 2021, Respondent drafted an amended operating agreement for Kush Kart. The operating agreement stated that it was effective retroactive to May 5, 2021. The amended operating agreement did not distinguish between membership interest and "profits unit interests." The amended operating agreement stated that T.S. possessed a 51% membership interest in Kush Kart, LNG Capital II—Respondent's wholly-owned company—owned 25%, and 24% was unallocated. Respondent remained one of two directors of the company, and the operating agreement still required the vote of a majority of directors for the company to act, effectively providing Respondent with veto control over the company.

ANSWER: Denied as alleged. No document is attached. See 735 ILCS 5/2-606. The Operating Agreement Dated as of May 5, 2021 is attached as Exhibit J. The Amended and Restated Operating Agreement Dated as of May 18, 2022 is attached as Exhibit K. The May 18, 2022, Operating Agreement refers to the May 5, 2021 operating agreement as the "Original Agreement."

34. Respondent advised T.S. to execute the amended operating agreement, described in paragraph 33, above, and she did so. At the time he entered into the transaction with T.S., Respondent knew the terms of the transaction were unfair and unreasonable, because Respondent had paid a total of $20,000 to T.S. in exchange for 25% of Kush Kart, when Group One had offered to invest up to $3.5 million in and provide its operating expertise to Kush Kart in exchange for 40% of the company five months earlier. Respondent did not obtain T.S.'s informed consent to the transaction because he did not explain to T.S. that he was not representing her in the transaction.

ANSWER: Denied as alleged. Paragraph number 34 is negated by the "Legal Representation" provision of the operating agreement and amended operating agreement. See Section 11.04 (Entire Agreement, Amendments) and Section 11.12 (Legal Representation) of May 5, 2021 operating agreement. See Section 13.06 (Entire Agreement, Amendments) and 13.14 (Legal Representation) of Amended and Restated Operating Agreement Dated as of May 18, 2022.

E. Conclusions of Misconduct

35. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. engaging in a representation of a client where there was a significant risk that the representation would be materially limited by the personal interests of the lawyer, by conduct including representing T.S. and Kush Kart while negotiating T.S. and Kush Kart for his own membership interest in the company, and failing to obtain informed consent from T.S. and Kush Kart, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010);

b. entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security, or other pecuniary interest adverse to the a client, by conduct including entering into a "Profit Interest Units Purchase Agreement" and operating agreements that were unfair to T.S. and Kush Kart, and when he failed to obtain T.S.'s and Kush Kart's informed consent to the transactions, in violation of Rule 1.8(a) of the Illinois Rules of Professional Conduct (2010); and

c. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including representing in his Leafly interview, published March 14, 2021, that Kush Kart had raised $3.5 million, when he knew the statement was false, in

violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denied.

Count II
(Alleged Misrepresentations to Investor S.W.)

36. Beginning in approximately February of 2021, Respondent solicited investment funds for Kush Kart from S.W., a potential investor and lawyer who was an insurance broker for corporate mergers and acquisitions, and who had become acquainted with Respondent. Respondent first sought S.W.'s assistance in attracting new investors for Kush Kart, and then sought S.W.'s personal investment in the company. On August 18, 2022, Respondent and S.W. entered into a Membership Interest Purchase Agreement ("MIPA"), which they made effective retroactive to December 3, 2021. In the MIPA, S.W. acquired from Respondent a 16% interest in LNG Capital II, and thereby a 5.12% derivative interest in Kush Kart. In exchange, S.W. invested $80,000 directly in Kush Kart.

ANSWER: Respondent admits that he sought out investors. Respondent states that the MIPA was prepared by S.W.'s independent counsel and is attached as Exhibit L. Remaining allegations are denied as alleged.

37. As part of that agreement, Respondent made written representations and warranties to S.W. relating to LNG Capital II's ownership interests, and S.W. relied on Respondent's representations and warranties in executing and entering into the Membership Purchase Agreement. In the MIPA, Respondent agreed to be bound by all terms, covenants, and conditions of LNG Capital II's Amended and Restated Operating Agreement. On December 8, 2021, as consideration for his acquisition of LNG Capital II, S.W. deposited $80,000 in Kush Kart's bank account at Avidia Bank, with an account number ending in the four digits 1278, on which Respondent, along with T.S., was a signatory.

ANSWER: Denied as alleged. Pursuant to Section 5.06, the MIPA set forth the entire agreement and the MIPA speaks for itself. (Exhibit L.) Admitted that S.W. paid $80,000 for S.W.'s membership interest in LNG Capital II and that S.W's membership interest in LNG Capital II LLC was purchased from Respondent, individually. Respondent did not keep the proceeds for himself but rather directed the sale proceeds to Kush Kart's bank account in an effort to provide Kush Kart with

liquidity. Respondent further states that the funds were invested on or about December 8, 2021. The MIPA is dated August 18, 2022.

38. One of the representations and warranties Respondent made to S.W. in the MIPA was that LNG Capital II was a 32% owner of Kush Kart, a 6% owner of a company called Atamos, LLC, an Illinois entity, and the 100% owner of a company called LNG Energy, Inc., a Massachusetts entity.

ANSWER: Denied as alleged. See Article II of Exhibit L.

39. Respondent's representation and warranty to S.W. with respect to LNG Capital II's ownership of LNG Energy, Inc. was false, because LNG Capital II owned only 42% of LNG Energy, Inc. at the time Respondent and S.W. entered into the MIPA, not the 100% Respondent claimed.

ANSWER: Denied.

40. Respondent knew his representation and warranty to S.W. was false at the time he made it because, unbeknownst to S.W., Respondent's friend, D.S., had been an equal owner with LNG Capital of LNG Energy, Inc. since LNG Energy Inc.'s inception on June 8, 2022.

ANSWER: Denied.

41. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including making a knowingly false representation and warranty on August 18, 2022 to S.W., an investor in LNG Capital, as to LNG Capital II's membership interest in LNG Energy, Inc., in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denied.

COUNT III
(Alleged Self-Dealing and Theft of 46,000 from Kush Kart)

42. Between December 3, 2021 and May 20, 2022, Respondent raised $580,000 in investment funds on behalf of Kush Kart. $80,000 of those funds came from S.W., as described in paragraphs 36 through 40, above, and the remaining funds comprised convertible debt provided to Kush Kart from three other investors. On or about March 17, 2022, T.S. obtained the license on behalf Kush Kart from the CCC which permitted Kush Kart to exist as a deliverer and operator of a marijuana establishment.

ANSWER: Admitted that funds were raised by Respondent. Denied that $80,000 "came from S.W." Respondent sold his membership interest in LNG Capital II LLC to S.W. for $80,000 and Respondent directed those funds to Kush Kart. Any remaining allegations are denied.

43. On or about May 1, 2022, Respondent drafted an employment agreement between himself and Kush Kart. The May 1, 2022 employment agreement purported to offer Respondent the position of Chief Operating Officer of Kush Kart, even though Respondent had already held himself out to the public as having that position for over one year, and even though the April 3, 2021 operating agreement identified him as having that position with the company.

ANSWER: Admitted as to the existence of an employment agreement which speaks for itself, and no further answer is required. The employment agreement believed to be referenced in paragraph 43 is signed by T.S. (Exhibit N.) Any remaining allegations are denied.

44. Even though on May 1, 2022 Respondent was currently employed as a full-time attorney-employee with Firm B, the purported employment agreement required that Respondent devote his "full business time, attention, and energies to the performance" of his duties with Kush Kart. The agreement provided a base annual salary of $50,000, and provided for reimbursement of his housing and vehicle costs up to an additional $5,000 per month. The agreement required that any such reimbursement payments would be made by the company's "third-party executive benefits provider," and that any such payments would be made "directly to the company responsible for the applicable mortgage, lease, or insurance company." Respondent advised T.S. to execute the document on behalf of Kush Kart, and she did so. Respondent also executed the agreement.

ANSWER: Respondent admits the existence of the employment agreement which is not attached to the Complaint and speaks for itself. Respondent further states that he was not compensated according to the terms of the agreement and did not seek compensation pursuant to the agreement. Any remaining allegations are denied.

45. At the time he entered into the employment agreement with Kush Kart, Respondent knew that the terms of the employment agreement were unfair and unreasonable because he was employed full-time as an attorney with Firm B when he entered into the agreement, intended to remain employed full-time by Firm B or a successor employer, and knew that he could not,

therefore, simultaneously devote all of his time and energy to Kush Kart as called for in the agreement.

ANSWER: Denied.

46. Respondent did not obtain from T.S. or from Kush Kart informed consent to the employment agreement, because Respondent did not explain to T.S. or to Kush Kart that he was not acting as the attorney for either, and because he knew that he could not devote all of his time and energy to the company due to his simultaneous full-time employment with Firm B..

ANSWER: Denied that Respondent acted as counsel or that T.S. had such a reasonable belief. Respondent further states that Kush Kart had independent representation and T.S. publicly referred to Respondent as her partner and not her attorney.

47. On May 17, 2022, Respondent's father and step-mother incorporated a limited liability company in the Commonwealth called "The CFO Exchange, LLC." Shortly thereafter, The CFO Exchange opened its own account at Avidia Bank. On May 23, 2022, Respondent, or someone at Respondent's direction, initiated a wire from Kush Kart's Avidia bank account, described in paragraph 37, above, to CFO Exchange's Avidia bank account in the amount of $72,000. Between June 7, 2022 and September 7, 2022, Respondent received five payments originating from the CFO Exchange totaling $25,000, purportedly for reimbursement of Respondent's expenses.

ANSWER: Denied as alleged.

48. On or about August 26, 2022, Respondent, in his capacity as Corporate Operating Officer for Kush Kart, purchased an Audi Q5 in the amount of $68,784.81 for the use of the founder and majority owner of Kush Kart, T.S. Respondent listed himself in his personal capacity as purchaser of the vehicle on the sales contract because Kush Kart was not extended credit sufficient to purchase the vehicle at the time of purchase. Respondent, or someone at Respondent's direction, provided the dealership with a $1,000 down payment, and the balance of payments on the vehicle would be due over time pursuant to a motor vehicle retail installment contract. T.S. took possession of the vehicle on or about August 26, 2022. On August 31, 2022, instead of paying for the vehicle over time as provided for in the motor vehicle retail installment contract, Kush Kart paid the entire balance due on the vehicle to the dealership, which totaled $66,784.81.

ANSWER: Admitted with the exception of the term "Corporate Operating Officer" which is denied.

49. In November of 2022, Respondent stopped payment of T.S.'s and his own salary. Following Respondent's actions, and without income from other employment, T.S. issued to

herself and cashed two checks drawn on Kush Kart's Avidia bank account totaling $10,000. That amount equaled the amount of her monthly salary from Kush Kart, the payment of which Respondent had stopped that same month. T.S. wrote "owner's draw" on the face of each check.

ANSWER: Admitted that T.S. was aware of the decision and decided to pay herself a unilateral distribution of $10,000 for an "owner's draw". T.S. did not issue "owner's draw[s]" to any other members. Any remaining allegations are denied.

50. On or before December 12, 2022, Respondent learned of T.S.'s issuance and cashing of the two checks described in paragraph 50, above, and accused her of embezzling those funds. Then Respondent, or someone at Respondent's direction, repossessed the Audi Q5 that had been previously provided to T.S., described in paragraph 49, above. After the vehicle was repossessed from T.S., Respondent, or someone at Respondent's direction, returned it to the dealership where it had been purchased. The dealership re-acquired the vehicle in exchange for $47,000. As Respondent was the named purchaser on the sales contract, the dealership tendered those funds to Respondent personally, and not to Kush Kart, even though Kush Kart had paid the purchase funds for the vehicle less Respondent's $1,000 initial deposit. On December 12, 2022, Respondent deposited those funds in his personal account at Chase Bank with an account number ending in the four digits 1613.

ANSWER: Admitted that Respondent's objective was the success of Kush Kart and that Respondent exercised appropriate business judgment in an attempt to operate Kush Kart. Any remaining allegations are denied.

51. Between December 12, 2022 and March 31, 2023, Respondent used the $46,000 from the resale of the vehicle which belonged to Kush Kart for his own personal and business purposes, including but not limited to by engaging and paying attorneys to assist him in seizing control of Kush Kart from T.S. and for himself. Respondent did not obtain T.S.'s authority to use those funds, and, prior to January of 2023, had not informed T.S. or any investors in Kush Kart or in LNG Capital that he had received and kept the proceeds that the dealership had paid Respondent for the return of the vehicle that T.S. had been using.

ANSWER: Denied. Denied that T.S.'s authority was required. Respondent further states that after being questioned regarding her unilateral distribution of $10,000, T.S. refused to continue efforts to operate Kush Kart LLC and instead used her status as manager and majority member of Kush Kart to demand large sums of money before she would allow Kush Kart to move forward. T.S. instructed her attorney to negotiate

a settlement in which she received a large initial payment and continuing payments from Respondent to move Kush Kart forward. Respondent further states that Kush Kart was involved in litigation regarding build-out efforts. Any remaining allegations are denied as alleged.

52. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. engaging in a representation of a client where there was a significant risk that the representation would be materially limited by the personal interests of the lawyer, by conduct including representing himself and Kush Kart while negotiating his own employment contract with the company, and failing to obtain informed consent from T.S. and Kush Kart, in violation of Rule 1.7(a)(2) of the Illinois Rules of Professional Conduct (2010); and

b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by knowingly receiving and retaining $46,000 in resale proceeds of the Audi Q5, which did not belong to him, and then using those funds for his own personal and business purposes, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denied.

COUNT IV
(Alleged Fraud upon Investor)

53. The Administrator realleges paragraphs 36 through 52, above.

ANSWER: Respondent restates his answers to paragraphs 36 through 52.

54. Following Respondent's dispute with T.S., the investor S.W., described in paragraphs 36 and 37, above, grew increasingly concerned about the status of his investment in LNG Capital II and his derivative investment in Kush Kart. On June 21, 2023, S.W. asked Respondent in an email for the opportunity to inspect and examine LNG Capital II's books and records, and also asked Respondent if Respondent would be willing to purchase back from S.W. S.W.'s membership interest in LNG Capital II.

ANSWER: Respondent cannot admit or deny whether S.W. "grew increasingly concerned". Denied that "derivative investment in Kush Kart" is an accurate statement of S.W.'s interest in LNG Capital II LLC. Admitted that S.W. emailed

about books and records which are governed by Section 10.1 of the Amended and Restated Operating Agreement of LNG Capital II LLC. Respondent further states that he offered to refund S.W.'s investment and S.W. initially declined Respondent's offer. Any remaining allegations are denied.

55. LNG Capital II's Amended and Restated Operating Agreement, which both Respondent and S.W. executed, described in paragraph 37, above, provided S.W. with the right to inspect those documents. When Respondent did not respond to S.W.'s June 21, 2023 email, S.W. re-sent his request via email on both June 26, 2023 and August 9, 2023. On September 4, 2023, S.W. again emailed Respondent seeking access to the books and records of LNG Capital II so that S.W. could assess his investments through LNG Capital II in both Kush Kart and LNG Electric, Inc. Respondent did not respond to that email. On September 21, 2023, S.W. wrote Respondent a letter again seeking to inspect the books and records of LNG Capital II, and again proposed selling back to Respondent S.W.'s membership interest in LNG Capital II.

ANSWER: Section 10.1 of LNG Capital II's Amended and Restated Operating Agreement sets forth inspection and examination rights of Class A Members of LNG Capital II. Denied that a proper demand for inspection was made. Respondent further states that books and records disputes are not uncommon. Any remaining allegations are denied.

56. On November 8, 2023, Respondent wrote S.W. an email in which Respondent stated that he did not recognize S.W. as a member of LNG Capital II, and instructed S.W. not to contact him in the future. In the same email, Respondent forwarded a separate email sent by Respondent approximately three hours earlier to unknown individuals or entities. In that forwarded email, Respondent stated to blind-copied recipients that he had decided to wind down the operations of LNG Capital II, and that LNG Capital II's assets including stock in various entities had been sold to an unnamed third party in exchange for the assumption of debt.

ANSWER: Denied as alleged. Admitted that an email was sent during a dispute which sets forth a legal position. The email is attached as Exhibit O. The email referenced in paragraph no. 56 does not state that S.W. was not a member of LNG Capital, II but rather states "member" of an unspecified entity. S.W. was not a member of Kush Kart LLC. Any remaining allegations are denied.

57. LNG Capital II's Amended and Restated Operating Agreement, which both Respondent and S.W. executed, described in paragraphs 36 and 37, above, required that S.W. be notified before any sale of assets, and the terms of any such sale. Respondent never disclosed to S.W. what the terms of the sale of LNG Capital II's assets were, or what, if anything, Respondent personally received as part of the sale.

ANSWER: LNG Capital II's Amended and Restated Operating Agreement is attached as Exhibit M and speaks for itself, see Article 16 of Exhibit M. Any remaining allegations are denied.

58. Unbeknownst to S.W. at the time Respondent sent his email to S.W., the sole purported purchaser of the membership interest in LNG Capital II and its various sub-entities was Respondent's friend D.S., described in paragraph 40, above.

ANSWER: Denied as alleged; denied that paragraph 58 is an accurate statement of the law.

59. Respondent's written statement to S.W. on November 8, 2023 that Respondent did not recognize S.W. as a member of LNG Capital was false, because S.W. was a member of LNG Capital II by virtue of his investment $80,000 in Kush Kart and subsequent execution of the MIPA on August 18, 2022, described in paragraphs 36 and 37, above.

ANSWER: Denied that paragraph no. 59 accurately reflects the transaction. Denied that a legal position (membership) can be "false" or that Respondent's written statement to S.W. on November 8, 2023 believed to be referenced in paragraph 59 contains the statement alleged. Respondent further states that an operating agreement is a contract and whether someone or something is a member of a limited liability company is a legal conclusion. Stating that one is not "recognize[d]" as a member is not a statement of truthfulness. A contractual dispute cannot be "false". Respondent further states that the statement alleged in paragraph 59 cannot constitute "fraud" because "fraud" is not pled and there is a non-reliance clause which negates required reasonable reliance. See Exhibit M, Exhibit O; see also 735 ILCS 5/2-606.

60. Respondent knew his written statement denying S.W.'s membership interest in LNG Capital II was false because he, too, had executed the MIPA, had actively participated in the negotiations with S.W. which preceded his execution of that agreement, had provided S.W. with wire instructions to effectuate S.W.'s $80,000 deposit of funds with Kush Kart, and had accepted that deposit on behalf of Kush Kart once it had been made.

ANSWER: Denied as alleged.

61. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. engaging in conduct involving fraud, dishonesty, misrepresentation, or deceit, by conduct including knowingly making the false statement to S.W. that S.W. was not a member of LNG Capital II on November 8, 2023, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010)

ANSWER: Denied.

COUNT V

(Alleged Dishonesty to Law Firm Employers)

62. The Administrator realleges paragraphs one through nine, above.

ANSWER: Respondent restates his answers to paragraphs 1 – 9, above.

63. While Respondent was employed at Firm A, between November 18, 2019 and March 3, 2021, the Firm required that attorneys employed by the Firm devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's written approval before accepting any paid or unpaid position outside of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm A.

ANSWER: Denied as alleged. Respondent further states that any failure to obtain necessary written approval was an unintentional oversight. Any remaining allegations are denied as alleged.

64. While Respondent was employed at Firm B, from April 5, 2021 and June 1, 2022, the Firm required that attorneys employed by the Firm devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's approval before accepting any paid or unpaid position outside of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm B.

ANSWER: Denied as alleged. Respondent further states that any failure to obtain necessary written approval was an unintentional oversight. Any remaining allegations are denied as alleged.

65. While Respondent was employed at Firm C, from September 6, 2022 through July 13, 2024, the Firm required that attorneys employed by the Firm devote their full time to the Firm's practice. The Firm further required its attorneys to obtain the Firm's approval before accepting any paid or unpaid position outside of the Firm. Respondent was aware of these policies during the entirety of his employment with Firm C.

ANSWER: Denied as alleged. Respondent further states that any failure to obtain necessary written approval was an unintentional oversight. Any remaining allegations are denied as alleged.

66. On August 9, 2022, Respondent executed a conflict questionnaire with Firm C prior to his start date with the Firm. The questionnaire asked Respondent to list any entity that was not a client in which he was an officer, director, or held another position with access to confidential information, be it a non-profit charity or a for-profit company. Respondent listed no such entities in his answer to the questionnaire. On the last page of the questionnaire, Respondent swore by his signature that the information he provided on the questionnaire was true and accurate.

ANSWER: Denied as alleged. Respondent further states the document referenced in paragraph 66 is not attached. See 735 ILCS 5/2-606. Respondent states that he believed he answered any questionnaire truthfully with respect to the term "confidential information" as the term is defined by the document. The document believed to be referenced in paragraph 66 stated in relevant part:

> **I have listed below each individual, or corporation, government, nonprofit, or other legal entity whose confidential information I learned which might be relevant or material to someone who would invest in, negotiate with, contract with, or litigate against the names on my list. Confidential information that might be relevant or material includes, but is not limited to:**
>
> - **sensitive financial matters**

- **confidential business practices or policies**
- **specific internal problems or evidence of wrongdoing**
- **a proposed financing or business combination**
- **litigation policies**

My list of names below covers not only clients (including past employers), but also other parties who are <u>not</u> clients but whose confidential information I learned that could be relevant or material. While not limited to the following examples, I have included parties whose confidential information I learned that could be relevant or material who have been the subject of due diligence by my client, or in a fiduciary relationship with my client, or co-parties in a Joint Defense Agreement/Common Interest Agreement with my client, or parties whose representation by other lawyers I shadowed for my client, or parties whose information was disclosed under an Agreement with my client or pursuant to a Court Order or Stipulation on disclosure with my client, or, when my client is a trade association or informal group, members who disclosed confidential information to it, or persons about whom, in my capacity as a government public officer or employee, I acquired confidential government information that could be relevant or material, or any entity that is not a client in which I was an Officer, Director, or held another position with access to confidential information, whether a non-profit charity or for-profit company. (<u>Exhibit P</u>.)

67. Respondent's August 9, 2022 affirmation, that he held no director or officer position with a company with access to confidential information, was false, because on August 9, 2022, Respondent as the Chief Operating Officer of Kush Kart, and he had access to Kush Kart's confidential information.

ANSWER: Paragraph 67 is denied as alleged. Respondent further states the document referenced in paragraph 67 (executed August 9, 2022) is not attached and Respondent cannot admit or deny at this time. See 735 ILCS 5/2-606. Paragraph 67 relies on the legal conclusion that "confidential information" existed. No facts supporting the legal conclusion are alleged. Kush Kart was part of a highly regulated social equity program run by the government which is not consistent with the term confidential. Kush Kart was required to disclose information and subject to audit and supervision. Any remaining allegations are denied.

68. Respondent knew his August 9, 2022 affirmation was false because he knew that when Respondent made that affirmation, he was receiving salary from Kush Kart for his purported work as Chief Operating Officer.

ANSWER: Denied that the affirmation was false. Any remaining allegations are denied.

69. Respondent never disclosed to either Firm A, Firm B, nor Firm C that he was acting as the Chief Operating Officer of Kush Kart during the time of his employment with Firms A, B, and C. Respondent further failed to disclose to Firm C that he had received salary from Kush Kart during the period of his employment with Firm C. Respondent's failure to disclose to Firms A, B, and C that he was simultaneously employed by Kush Kart while employed with each Firm was dishonest, because Respondent knew that Firms A, B, and C required him to devote his full time to each Firm's practice, and further knew that the Firms were paying him to devote his full time and attention to each Firm's practice.

ANSWER: Denied.

70. By reason of the conduct described above, Respondent has engaged in the following misconduct:

a. engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including acting as Chief Executive Officer of Kush Kart while simultaneously being employed full-time by Firms A, B, and C, without obtaining either Firm's approval to hold that outside position, and by knowingly omitting the fact of his work for Kush Kart in executing Firm C's conflicts questionnaire on August 9, 2022, in

violation of Rule 8.4(b) of the Illinois Rules of Professional Conduct (2010).

ANSWER: Denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense – Business Judgment Rule

1. The Business Judgment Rules provides a presumption of good faith in favor of Respondent.

2. As a matter of law, it is assumed that Respondent's decisions were made in good faith, with care, and in the best interests of Kush Kart.

3. At all times relevant, Respondent believed that he was acting in Kush Kart's best interests.

4. Respondent's alleged actions or inactions are governed by the Business Judgment Rule.

Second Affirmative Defense – Setoff

1. Respondent believed in the future success of Kush Kart.

2. Kush Kart had leased commercial space and hired contractors for a buildout.

3. There was litigation regarding the buildout.

4. Although Respondent was given a "salary", the "salary" paid by Kush Kart LLC to Respondent was approximately $6,070.17.

5. Respondent utilized his own personal funds in an effort to assist the objectives of Kush Kart LLC.

6. Respondent provided approximately $116,315.70 of his own personal funds to Kush Kart LLC.

7. Any claim is set off by Respondent's financial contributions to Kush Kart.

Third Affirmative Defense – Waiver or Consent

1. To the extent Respondent was required to have his involvement in Kush Kart approved in writing, Respondent states that the law firm(s) were aware of Respondent's involvement in Kush Kart.

2. The law firm(s) consented to or waived Respondent's involvement as an attempt to cultivate future business.

3. Other attorneys at law firm(s) were permitted to have interests outside of the law firms.

WHEREFORE, Respondent respectfully requests that this cause be considered and that the Hearing Board make a just recommendation.

By: /s/ Kathryne Hayes

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