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

COMPLAINT

Lea S. Gutierrez, Administrator of the Attorney Registration and Disciplinary Commission, by her attorneys, Richard Gleason and Scott Renfroe, pursuant to Supreme Court Rule 753(b), complains of Respondent, Taylor C. Weaver, who was licensed to practice law in Illinois on November 9, 2017, and alleges that Respondent has engaged in the following conduct which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT I
(*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.

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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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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").

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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."

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."

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

Count II

(*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.

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.

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.

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.

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.

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).

COUNT III
(*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.

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.

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.

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.

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..

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.

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.

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.

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.

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.

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).

COUNT IV
(*Fraud upon Investor*)

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

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.

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.

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.

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.

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.

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.

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.

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)

COUNT V
(*Dishonesty to Law Firm Employers*)

62. The Administrator realleges paragraphs one through nine, 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.

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.

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.

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.

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.

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.

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.

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).

WHEREFORE, the Administrator requests that this matter be referred to a panel of the Hearing Board of the Commission, that a hearing be conducted, and that the Hearing Panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Lea S. Gutierrez, Administrator
Attorney Registration and
Disciplinary Commission

By: _/s/ *Richard Gleason*_____
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