



Hot Topics in Cannabis and the Law 2023

February 21, 2023

Speakers:

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Table of Contents

Presentation Slides

Pages 3-14

Attorney Biography

Pages 15-28

Michael H. Sampson

Practice Group Overview

Cannabis Industry Group

Pages 29-31

2023 Hot Topics in Cannabis and the Law 2023

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February 21, 2023

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1

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DORMANT COMMERCE CLAUSE

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U.S. Constitution, Article I, Section 8, Clause 3

"[The Congress shall have Power ...]
To regulate Commerce with foreign
Nations, and among the several
States, and with the Indian Tribes"



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The “Dormant” Commerce Clause

“Although the [Commerce] Clause is framed as a positive grant of power to Congress, we have long held that this Clause also prohibits state laws that unduly restrict interstate commerce. This “negative” aspect of the Commerce Clause prevents the States from adopting protectionist measures and thus preserves a national market for goods and services. This interpretation, generally known as ‘the dormant Commerce Clause,’ has a long and complicated history. Its roots go back as far as *Gibbons v. Ogden*, 9 Wheat. 1 (1824), where Chief Justice Marshall found that a version of the dormant Commerce Clause argument had ‘great force.’”

(*Tennessee Wine & Spirits Retailers Ass’n v. Thomas*, 139 S. Ct. 2449 (2019))

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Tennessee Wine & Spirits Retailers Association v. Thomas, 139 S. Ct. 2449 (2019)

► “Under our dormant Commerce Clause cases, if a state law discriminates against out-of-state goods or nonresident economic actors, the law can be sustained only on a showing that it is narrowly tailored to advance a legitimate local purpose” (internal quotation omitted).

► Two purposes/effects:

- “First, the Court held that the Commerce Clause prevented States from discriminating against the citizens and products of other States” (internal quotations omitted).
- “Second, the Court held that the Commerce Clause prevented States from passing facially neutral laws that placed an impermissible burden on interstate commerce.”



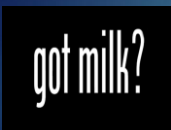
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Dean Milk Co. v. City of Madison, 340 U.S. 349 (1951)



- “This appeal challenges the constitutional validity of two sections of an ordinance of the City of Madison, Wisconsin, regulating the sale of milk and milk products within the municipality’s jurisdiction. One section in issue makes it unlawful to sell any milk as pasteurized unless it has been processed and bottled at an approved pasteurization plant within a radius of five miles from the central square of Madison. Another section, which prohibits the sale of milk, or the importation, receipt or storage of milk for sale, in Madison unless from a source of supply possessing a permit issued after inspection by Madison officials, is attacked insofar as it expressly relieves municipal authorities from any duty to inspect farms located beyond twenty-five miles from the center of the city” (footnotes omitted).
- “Appellant is an Illinois corporation engaged in distributing milk and milk products in Illinois and Wisconsin. It contended below, as it does here, that both the five-mile limit on pasteurization plants and the twenty-five-mile limit on sources of milk violate the Commerce Clause and the Fourteenth Amendment to the Federal Constitution.”
- “Upon these facts we find it necessary to determine only the issue raised under the Commerce Clause, for we agree with appellant that the ordinance imposes an undue burden on interstate commerce.”

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Dean Milk Co. v. City of Madison (continued)

- “But this regulation ... in practical effect excludes from distribution in Madison wholesome milk produced and pasteurized in Illinois. The importer ... may keep his milk or drink it, but sell it he may not. In thus erecting an economic barrier protecting a major local industry against competition from without the State, Madison plainly discriminates against interstate commerce. This it cannot do, even in the exercise of its unquestioned power to protect the health and safety of its people, if reasonable nondiscriminatory alternatives, adequate to conserve legitimate local interests, are available.” (Citations omitted) (footnote omitted).
- “Our issue then is whether the discrimination inherent in the Madison ordinance can be justified in view of the character of the local interests and the available methods of protecting them.”
- “It appears that reasonable and adequate alternatives are available.”
- “To permit Madison to adopt a regulation not essential for the protection of local health interests and placing a discriminatory burden on interstate commerce would invite a multiplication of preferential trade areas destructive of the very purpose of the Commerce Clause. Under the circumstances here presented, the regulation must yield to the principle that ‘one state in its dealings with another may not place itself in a position of economic isolation.’”
- Strikes down the 5-mile provision as unconstitutional; returns 25-mile provision to lower court to review

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Tennessee Wine & Spirits Retailers Association v. Thomas

- “The State of Tennessee imposes demanding durational-residency requirements on all individuals and businesses seeking to obtain or renew a license to operate a liquor store. One provision precludes the renewal of a license unless the applicant has resided in the State for 20 consecutive years. Another provides that a corporation cannot obtain a license unless all of its stockholders are residents. The Court of Appeals for the Sixth Circuit struck down these provisions as blatant violations of the Commerce Clause, and neither petitioner — an association of Tennessee liquor retailers — nor the State itself defends them in this Court.”
- “Because Tennessee’s 2-year residency requirement for retail license applicants blatantly favors the State’s residents and has little relationship to public health and safety, it is unconstitutional.”
- “Tennessee’s 2-year durational-residency requirement plainly favors Tennesseans over nonresidents, and neither the Association nor the dissent below defends that requirement under the standard that would be triggered if the requirement applied to a person wishing to operate a retail store that sells a commodity other than alcohol.”



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Tennessee Wine & Spirits Retailers Association (continued)

- “The provision at issue here expressly discriminates against nonresidents and has at best a highly attenuated relationship to public health or safety.”
- “Similarly unpersuasive is the Association’s claim that the 2-year requirement gives the State a better opportunity to determine an applicant’s fitness to sell alcohol and guards against ‘undesirable nonresidents’ moving into the State for the purpose of operating a liquor store. The State can thoroughly investigate applicants without requiring them to reside in the State for two years before obtaining a license. Tennessee law already calls for criminal background checks on all applicants, and more searching checks could be demanded if necessary. As the Fifth Circuit observed in a similar case, “[i]f [the State] desires to scrutinize its applicants thoroughly, as is its right, it can devise nondiscriminatory means short of saddling applicants with the ‘burden’ of residing ‘in the State’” (citation omitted).

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Tennessee Wine & Spirits Retailers Association (continued)

- ▶ "In addition to citing the State's interest in regulatory control, the Association argues that the 2-year residency requirement would promote responsible alcohol consumption."
- ▶ "According to the Association, the requirement makes it more likely that retailers will be familiar with the communities served by their stores, and this, it is suggested, will lead to responsible sales practices. The idea, it seems, is that a responsible neighborhood proprietor will counsel or cut off sales to patrons who are known to be abusing alcohol, who manifest the effects of alcohol abuse, or who perhaps appear to be purchasing too much alcohol."
- ▶ "No evidence has been offered that durational-residency requirements actually foster such sales practices, and in any event, the requirement now before us is very poorly designed to do so."
- ▶ "For one thing, it applies to those who hold a license, not to those who actually make sales. For another, it requires residence in the State, not in the community that a store serves. The Association cannot explain why a proprietor who lives in Bristol, Virginia, will be less knowledgeable about the needs of his neighbors right across the border in Bristol, Tennessee, than someone who lives 500 miles away in Memphis."
- ▶ "Not only is the 2-year residency requirement ill suited to promote responsible sales and consumption practices (an interest that we recognize as legitimate, contrary to the dissent's suggestion, but there are obvious alternatives that better serve that goal without discriminating against nonresidents.)"

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Tennessee Wine & Spirits Retailers Association (continued)

"Given all this, the Association has fallen far short of showing that the 2-year durational-residency requirement for license applicants is valid. Like the other discriminatory residency requirements that the Association is unwilling to defend, the predominant effect of the 2-year residency requirement is simply to protect the Association's members from out-of-state competition. We therefore hold that this provision violates the Commerce Clause and is not saved by the Twenty-first Amendment" (footnote omitted).

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Northeast Patients Group v. United Cannabis Patients and Caregivers of Maine, 45 F.4th 542 (1st Cir. 2022)

- ▶ "This appeal concerns whether the Maine Medical Use of Marijuana Act violates what is known as the dormant Commerce Clause of the United States Constitution by requiring 'officers' and 'directors' of medical marijuana 'dispensaries' operating in Maine to be Maine residents."
- ▶ Actually, the court notes, it would seem to encompass "anyone with the title of 'manager,' no matter at what level, as well as all stockholders and anyone with an ownership interest of any amount"



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Northeast Patients Group (continued)

On appeal, the defendants made several concessions:

- "The defendants do not dispute that Maine's residency requirement, if applied to a lawful market, would comport with the dormant Commerce Clause (as the Clause's negative aspect is often called) only if that requirement were 'narrowly tailored to 'advance[] a legitimate local purpose' (citation omitted)."
- "The defendants also do not dispute that, at least with respect to a lawful market, 'where simple economic protectionism is effected by state legislation, a virtually per se rule of invalidity has been erected.'"
- "Finally, the defendants do not dispute that they cannot show that Maine's residency requirement, if it were applied to a lawful market, would be narrowly tailored to serve a legitimate local purpose, because they agree that as applied to such a market, the requirement would 'basically [be] a protectionist measure,' that would both 'discriminate[] against' and 'unduly burden[] interstate commerce' (citation omitted)."

"They argue that, notwithstanding these points, Maine's residency requirement comports with the dormant Commerce Clause because federal law makes participation in the market to which the residency requirement applies illegal. It is that contention -- and that contention alone -- that we must address."

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Northeast Patients Group (continued)

Rejects the argument that there is no interstate market for cannabis: "The defendants appear to be relying on this minor premise because they contend that the CSA ensures that the residency requirement does not run afoul of the dormant Commerce Clause simply because that federal statute, by making marijuana contraband, ensures that there is no interstate market in commerce for the residency requirement to burden. But, the minor premise is mistaken. That is not just because it is possible for an interstate commercial market in contraband to exist, as the persistence of interstate black markets of various kinds all too clearly demonstrates."



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Other Successful Dormant Commerce Clause Challenges to Cannabis Residency Restrictions

- ▶ *Finch v. Tretto*, No. 22 C 1508, 2022 WL 2073572 (N.D. Ill. June 9, 2022)
- ▶ *Attitude Wellness, LLC v Village of Pickney*, No. 21-cv-12021, 2022 WL 1050305 (E.D. Mich. Apr. 7, 2022)
- ▶ *Toigo v. Department of Health and Human Services*, 549 F. Supp. 3d 985 (W.D. Mo. 2021)



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Citing Dormant Commerce Clause, Federal Court Enjoins Issuance of Certain New York Cannabis Licenses

Posted on November 16, 2022

By: Michael H. Simpson, Esq. and Philip T. Simpson, Esq.

The U.S. District Court for the Northern District of New York (the "Northern District") late last week prohibited the issuance of Conditional Adult-Use Retail Dispensary ("CAURD") cannabis licenses in five "geographic areas" of New York state. In ruling in favor of an out-of-state applicant who would not qualify for a New York license because of the applicant's lack of ties to the Empire State, the court joined the chorus of federal courts calling state cannabis licensing schemes that favor in-state applicants over out-of-state applicants unconstitutional.

In *Variscite NY One, Inc. v. State of New York*, No. 1:22-cv-1013 (GLS/DJS) (N.D.N.Y. Nov. 10, 2022), U.S. Senior District Judge Gary L. Sharpe found that New York state's law and regulations governing the CAURD licenses and application

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But, Most Recently ...

Pot's Illegality Dooms Would-Be Investor's Residency Suit

By Mike Curley - Listen to article

Law360 (February 8, 2023, 3:14 PM EST) -- A Washington federal judge has thrown out a would-be cannabis investor's suit alleging the state's residency requirement for cannabis business owners violates the constitutional dormant commerce clause, saying the clause does not apply because cannabis is still illegal to distribute on the federal level.

In an order filed Tuesday, U.S. District Judge Benjamin H. Settle granted the Washington State Liquor and Cannabis Board's motion for summary judgment in Todd Brinkmeyer's suit, while denying Brinkmeyer's own bid for summary judgment, finding that the dormant commerce clause only protects lawful interstate trade, while the Controlled Substances Act renders cannabis illegal, even if states have legalized it.

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The Future

NEXT EXIT

What about other state laws/regulations, if and when cannabis is legalized in the United States?

For example:

- ▶ Level of THC
- ▶ Approved additives
- ▶ Packaging
- ▶ Labeling

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Kassel v. Consolidated Freightways of Delaware, 450 U.S. 662 (1981)

Justice Powell

- ▶ "The State of Iowa ... by statute restricts the length of vehicles that may use its highways. Unlike all other States in the West and Midwest, Iowa generally prohibits the use of 65-foot doubles within its borders. Instead, most truck combinations are restricted to 53 feet in length (citation omitted)."
- ▶ "Because of Iowa's statutory scheme, Consolidated cannot use its 65-foot doubles to move commodities throughout the State. Instead, the company must do one of four things: (i) use 55-foot singles; (ii) use 60-foot doubles; (iii) detour the stacks of a 65-foot double and shuttle each through the State separately; or (iv) divert 65-foot doubles around Iowa."
- ▶ "We conclude that the Iowa truck-length limitations unconstitutionally burden interstate commerce."
- ▶ "Iowa's law is now out of step with the laws of all other Midwestern and Western States. Iowa thus substantially burdens the interstate flow of goods by truck. In the absence of congressional action to set uniform standards, some burdens associated with state safety regulations must be tolerated. But where, as here, the State's safety interest has been found to be illusory, and its regulations impermissibly restrict the federal interest in efficient and safe interstate transportation, the state law cannot be harmonized with the Commerce Clause" (quotations omitted).
- ▶ "Consolidated, meanwhile, demonstrated that Iowa's law substantially burdens interstate commerce. Trucking companies that wish to continue to use 65-foot doubles must route them around Iowa or detour the trailers at the doublets and ship them through separately. Alternatively, trucking companies must use the smaller 55-foot singles or 60-foot doubles permitted under Iowa law. Each of these options engenders inefficiency and added expense. The record shows that Iowa's law added about \$12.2 million each year to the costs of trucking companies. Consolidated alone incurred about \$2 million per year in increased costs."

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COMERCIAL SPEECH/ ADVERTISING AND MARKETING

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U.S. Constitution, Amendment I

"Congress shall make no law ... abridging the freedom of speech."

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Central Hudson Gas & Electric Corp. v. Public Service Commission of New York, 447 US 557 (1986)

- ▶ "If the communication is neither misleading nor related to unlawful activity, the government's power is more circumscribed. The State must assert a substantial interest to be achieved by restrictions on commercial speech. Moreover, the regulatory technique must be in proportion to that interest. The limitation on expression must be designed carefully to achieve the State's goal. Compliance with this requirement may be measured by two criteria. First, the restriction must directly advance the state interest involved; the regulation may not be sustained if it provides only ineffective or remote support for the government's purpose. Second, if the governmental interest could be served as well by a more limited restriction on commercial speech, the excessive restrictions cannot survive."

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Central Hudson Gas & Electric Corp. v. Public Service Commission of New York (continued)

- ▶ "In commercial speech cases, then, a four-part analysis has developed. At the outset, we must determine whether the expression is protected by the First Amendment. For commercial speech to come within that provision, it at least must concern lawful activity and not be misleading. Next, we ask whether the asserted governmental interest is substantial. If both inquiries yield positive answers, we must determine whether the regulation directly advances the governmental interest asserted, and whether it is not more extensive than is necessary to serve that interest."



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Seattle Events v. State, 512 P.3d 926 (Wash. Ct. App. 2022)

- ▶ "In 2012, Washington voters passed Initiative 502, which allows licensed retailers to sell marijuana to consumers. Initiative 502 required the Liquor and Cannabis Board (Board) to create 'reasonable time, place, and manner restrictions and requirements regarding advertising of marijuana, useable marijuana, and marijuana-infused products.' The initiative stated that these restrictions should be designed to 'minimize exposure of people under twenty-one years of age to [marijuana] advertising' (citations omitted).
- ▶ "As relevant here, these amended restrictions include a ban on marijuana advertising within 1,000 feet of schools, playgrounds, recreation centers, child care centers, parks, libraries, and game arcades, unless that location is restricted to people aged 21 or older. Further, outdoor signs are prohibited in arenas, stadiums, shopping malls, fairs that receive state allocations, farmers markets, and video game arcades, unless that location is restricted to adults" (citation omitted).
- ▶ "However, licensed retail stores can use billboards or outdoor signs that state the business name, nature of the business, and directions to the business. And the restrictions on outdoor advertising do not apply to brand name advertisements at facilities that are being used for adult-only events or to in-store advertisements, as long as those advertisements are not in a window facing outward" (citation omitted).

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Seattle Events v. State (continued)

- ▶ "Wanted to have booths at Seattle Hempfest 2019 but were concerned whether booths could have their name, logo, etc."
- ▶ Brings challenge under both Washington Constitution and U.S. Constitution
- ▶ Court held that Washington Constitution provides no more protection to commercial speech than First Amendment does
- ▶ Rejects application of strict scrutiny



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Seattle Events v. State (continued)

- ▶ Citing *Central Hudson*: "Courts apply a four-part test to First Amendment challenges to commercial speech regulations. This test asks whether (1) the speech being restricted concerns lawful activity and is not misleading, (2) the asserted governmental interest is substantial, (3) the regulation directly advances that governmental interest, and (4) the regulation is not more extensive than necessary to serve that interest."
- ▶ Performs commercial speech analysis under *Central Hudson*.
- ▶ Neither party disputes that the speech at issue is commercial speech.
- ▶ "There does not appear to be binding case law explicitly holding that advertising for activity that is legal under state law and illegal under federal law is 'lawful' for the purposes of the *Central Hudson* test."
- ▶ Notes that marijuana is still illegal under federal law.
- ▶ But also notes that the challenge has been brought under the state constitution.
- ▶ "Here, the licensed sale of marijuana is legal in Washington. And the commercial speech at issue proposes marijuana transactions within Washington. Because existing case law supports extending constitutional protections to advertising for activities that are legal in the state where the transaction would occur, we hold that restricted marijuana advertising from licensed retailers in Washington concerns lawful activity" (citation omitted).
- ▶ No one argues that the speech is in any way misleading.
- ▶ "Therefore, because the restricted commercial speech, marijuana advertising, concerns lawful activity and is not misleading, the restricted commercial speech satisfies the first step of the *Central Hudson* test in determining whether the challenged restrictions receive constitutional protection."

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Seattle Events v. State (continued)

- ▶ "The State has a 'compelling interest in protecting the physical, mental and emotional health' of children."
- ▶ "Seattle Events does not dispute that the State has an interest in preventing youth marijuana use. Like the State's interest in preventing underage tobacco and alcohol use, the State has a substantial interest in preventing underage marijuana use and thereby protecting children's health."
- ▶ "Therefore, the State has asserted a substantial government interest in preventing underage marijuana use and satisfies the second step of the *Central Hudson* test."
- ▶ "Together, these restrictions minimize marijuana advertising near locations where one can reasonably assume children congregate, like schools, playgrounds, recreation centers, child care centers, parks, libraries, game arcades, arenas, stadiums, malls, fairs, and farmers markets."
- ▶ "Common sense leads to the conclusion that minimizing marijuana advertising in areas where children congregate regularly would decrease their exposure to that advertising. And common sense, studies, and anecdotes from other jurisdictions allow the State to conclude that less exposure to marijuana advertising would make minors less likely to use marijuana, especially since the same is true about other regulated products like alcohol and tobacco."
- ▶ "Therefore, the State has shown that the challenged restrictions minimize marijuana advertising near children and directly advance the State's substantial interest in preventing underage marijuana use. Thus, the State has satisfied the third *Central Hudson* step" (citation omitted).

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Seattle Events v. State (continued)

- ▶ "When enacting the challenged restrictions, the legislature took care to make a finding that the challenged restrictions 'leave[] ample opportunities for licensed marijuana businesses to market their products to those who are of legal age ... without infringing on the free speech rights of business owners'." (Citation omitted).
- ▶ "The challenged restrictions do not create an outright ban on outdoor advertising but instead list specific public areas that marijuana advertising cannot generally be placed near. These specific public areas include areas where one can reasonably assume that children congregate, like schools, playgrounds, recreation centers, child care centers, parks, libraries, game arcades, arenas, stadiums, malls, fairs, and farmers markets. Importantly, the challenged restrictions allow marijuana advertising, even at the above listed locations, as long as the location is being used for an adult-only event" (Citations omitted).
- ▶ "The advertising restrictions merely minimize advertising. In particular areas where children are expected to walk to school or play in their neighborhood. And the statutory scheme carves out exceptions for physical storefronts and adult-only events. The challenged restrictions also allow all other types of advertising that do not involve outdoor signage. ... Each of these features shows that the challenged restrictions are carefully crafted to minimize exposure of children to marijuana advertising while still allowing adults to see those advertisements; thus, the statutory scheme is 'narrowly tailored to achieve the desired objective, preventing underage marijuana consumption. Therefore, the challenged commercial speech restrictions satisfy the fourth and final step of the Central Hudson analysis' (Citations omitted).

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Other Advertising Regulations

New Connecticut Law (2022):

- ▶ No advertising that appeals to individuals under 21.
- ▶ "Including, but not limited to, spokespersons or celebrities who appeal to individuals under the legal age to purchase or consume cannabis products."
- ▶ No "using any image, or any other visual representation, of the cannabis plant or any part of the cannabis plant, including, but not limited to, the leaf of the cannabis plant."
- ▶ May not "display in any advertising by means of an electronic or illuminated billboard between the hours of six o'clock a.m. and eleven o'clock p.m."
- ▶ May not "display in advertising by means of any television, radio, Internet, mobile application, social media, or other electronic communication, billboard or other outdoor signage, or print publication unless the cannabis establishment has reliable evidence that at least ninety per cent of the audience for the advertisement is reasonably expected to be twenty-one years of age or older."
- ▶ May not "sponsor charitable, sports, musical, artistic, cultural, social or other similar events or advertising at, or in connection with, such an event unless the cannabis establishment has reliable evidence that (A) not more than ten per cent of the in-person audience at the event is reasonably expected to be under the legal age to purchase cannabis or cannabis products, and (B) not more than ten per cent of the audience that will watch, listen, or participate in the event or that will watch, listen or participate in the event is expected to be under the legal age to purchase cannabis products."
- ▶ Only cannabis establishments with a Conn. License can advertise on billboards in CT.

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SECURITY

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33

33

Security Risks

Employee killed during robbery of Tacoma marijuana dispensary, police say

Colorado's Largest Dispensary Chain: Fifteen Burglary Attempts in Ninety Days Last Year

"I fear for my business": Oakland cannabis dispensaries say they've lost \$5M in recent thefts

Imposters posing as law enforcement officers raid Oklahoma marijuana grow operations

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Security Risks (continued)

Torch-wielding burglar stole \$200K from pot shop's safe, used key card to get inside: police report

Chicago police warn of recent cannabis theft at dispensaries

LAPD officers chase, arrest suspects after marijuana-plant robbery

Burglary of Gorham marijuana grow shows risks involved in Maine's high-flying business

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Increasing Risk in 2022

MARIJUANA MOMENT

After Surge Of Deadly Robberies At Marijuana Shops In Washington State, Officials Push For Federal Banking Reform

Washington sees a rash of fatal dispensary robberies as cannabis-related banking reforms languish

As annual robbery surge, Tacoma cannabis shop rolls out cash-free payment option

King Co. councilmember proposes Marijuana Safety Ordinance amid armed robbery surge

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Increasing Risk in 2022 (continued)



Violent Pot Shop Robberies Soar

By Ben Berger 2/15/22

"Evans said being an all-cash business has made her employees targets ... Washington state has seen at least 85 armed robberies at marijuana shops in 2022, already an annual record. Several have ended in death. In one case, Seattle police shot and killed a suspect who was barricaded and fired at them after an armed robbery in Bellevue. In March, a 29-year-old employee at World of Weed in Tacoma was murdered during a robbery."



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2023: The Trend Continues

Smoke shop robberies show that New York's legal weed program is already off the rails (opinion)

Comment: Feb 12, 2023, 10:18 a.m.

Vehicle smashes into Cannabis dispensary in robbery attempt

Posted February 13, 2023 on CBS News

Cannabis delivery drivers in Michigan are getting robbed a lot

In some of the cases, armed robbers assaulted the drivers and stole their cars.
By Steve Hoenig on Thu Feb 9, 2023 at 2:20 p.m.

Five suspects arrested in connection with burglary at marijuana dispensary in Fairfax

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Real Threat Demands Real Solutions

Oakland cannabis businesses feeling impact of crime, demand better security solutions

By Matt Berkman, Bay City News Foundation 3/16/22

Licensed cannabis businesses in Oakland are being robbed and burglarized, jeopardizing the safety of employees and prompting those businesses to think about leaving the city, according to a security consultant and a chief financial officer of a local cannabis business.

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Security Considerations

CANNABIS BUSINESS TIMES

5 Tips for Establishing a Security Plan for Your Dispensary

Being proactive and having set protocols for a security event can help protect your business, but most importantly, your employees.

"From the reporting that I've been seeing, there definitely appears to be an uptick in crime, in particular theft involving dispensaries, or at least there certainly appears to be more publicity of those that are occurring," says Michael Sampson, partner with Pittsburgh-based law firm LeechTishman and member of the firm's litigation practice group.

"This is a reminder to other dispensaries and others in the industry to take security and crime prevention and insurance coverage very seriously because it shows us and reminds us of the very real risks out there for the industry," he adds.

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Know Regulations Re: Security

MICHIGAN

- (1) An applicant for a marihuana license to operate a proposed marihuana business shall submit a security plan that demonstrates, at a minimum, the ability to meet the requirements of this rule.
- (2) A licensee shall ensure that any person at the marihuana business, except for employees of the licensee, are escorted at all times by the licensee or an employee of the licensee when in the limited access areas and restricted access areas at the marihuana business.
- (3) A licensee shall securely lock the marihuana business, including interior rooms as required by the agency, windows and points of entry and exits, with commercial-grade, nonresidential door locks or other electronic or keypad access. Locks on doors that are required for egress must meet the requirements of NFPA 1, local fire codes, and the Michigan building code
- (4) A licensee shall maintain an alarm system at the marihuana business. Upon request, a licensee shall make available to the agency all information related to the alarm system, monitoring, and alarm activity.
- (5) A licensee shall have a video surveillance system that, at a minimum, consists of digital or network video recorders, cameras capable of meeting the recording requirements in this rule, video monitors, digital archiving devices, and a color printer capable of delivering still photos. ...

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Security Regulations (continued)

- ... (7) A licensee shall ensure that each camera is permanently mounted and in a fixed location. Each camera must be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the marihuana business and allows for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas required to be recorded under these rules.
- (8) A licensee shall have sufficient lighting to meet the video surveillance system requirements of this rule.
- (9) A licensee shall have cameras that record when motion is detected at the marihuana business and record images that clearly and accurately display the time and date.



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Additional Security Considerations

- ▶ Training
- ▶ Access Control
- ▶ Guards
- ▶ Glass
- ▶ Safe
- ▶ Cameras/Video
- ▶ Lighting
- ▶ Alarm System
- ▶ Record-Keeping
- ▶ Relationship with Local Law Enforcement



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Federal Initiatives

Cannabis
Administration
and Opportunity
ActMarijuana
Opportunity
Reinvestment
and Expungement
ActStates Reform
Act

SAFE Banking Act



Status Quo

Incremental

Sweeping

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SAFE Banking Act

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**The Cannabis Industry & the SAFE Banking Act:
Looking to the Future, Planning for the Present**

By: Michael Sampson, Partner, Leech Tishman
John M. Anderson, Associate Counsel, Leech Tishman
Alicia M. Karpman, Associate Counsel, Leech Tishman

What is the SAFE Banking Act?

According to the Congressional Research Service (CRS), the SAFE Banking Act "generally prohibits a federal banking regulator from penalizing a depository institution for providing banking services to a legitimate cannabis-related business."

In relevant part, the legislation provides:

With respect to providing a financial service to a cannabis-related legitimate business between such cannabis-related legitimate business operates within a State, political subdivision of a State, or Indian country that allows the cultivation, production, manufacturing, sale, transportation, display, dispensing, distribution, or purchase of cannabis pursuant to law or regulation of such State, political subdivision, or Indian Tribe that has jurisdiction over the Indian country, as applicable, or a service provider (hereinafter "business"), a depository institution, entity performing a financial service for or in association with a depository institution, or insurer that provides a financial service to a cannabis-related legitimate business or service provider, and the officers, directors, and employees of that depository institution, entity, or insurer may not be held liable pursuant to any Federal law or regulation --

- 1) solely for providing such a financial service; or
- 2) for furthering any income derived from such a financial service.

Also according to CRS, passage/enactment of this legislation would mean that "proceeds from a transaction involving activities of a legitimate cannabis-related business (as well as not just) considered proceeds from unlawful activity... Furthermore, a depository institution (as well as not just) liable or subject to asset forfeiture for providing a loan or other financial services to a legitimate cannabis-related business."

CRS further explains: "The bill also provides that a federal banking agency may not request or order a depository institution to terminate a customer account solely (1) the agency has a valid reason for doing so, and (2) that reason is not based solely on reputation risk."

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Cyber Risk/Security

'Criminal' Data Breach Affects Over 1,200 Cannabis Stores in Ontario

Sensitive data leaked in the breach could compromise cannabis retail stores throughout Ontario.

By: MICHAEL H. ADAMS - MAY 12, 2022

HIGHTIMES

More / All U.S.

MJ Freeway experiences second security breach in 2017, calls it 'a theft'

By: JUNE 30, 2017 - Updated November 10, 2021

MJBizDaily
Cannabis Business Info Shop 2017

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CANNABIS BUSINESS TIMES

3 Tips for Cannabis Businesses Looking to Shore Up Some Cybersecurity Protection

With cyberattacks on the rise, what's a cannabis business to do?

By: Michael Sampson, Partner, Leech Tishman

With cyberattacks on the rise, what's a cannabis business to do?

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IMMIGRATION

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8 U.S.C. § 1227 (“Deportable Aliens”)

Any alien (including an alien crewman) in and admitted to the United States shall, upon the order of the Attorney General, be removed if the alien is within one or more of the following classes of deportable aliens:

- Inadmissible aliens
- Present in violation of law
- Violated Nonimmigrant status or condition of entry
- Termination of conditional permanent residence
- Smuggling
- Marriage Fraud
- Criminal Offenses

Crimes of Moral Turpitude

“Any alien who ... (i) is convicted of a crime involving moral turpitude committed within five years (or 10 years in the case of an alien provided lawful permanent resident status under section 1255(j) of this title) after the date of admission, and (ii) is convicted of a crime for which a sentence of one year or longer may be imposed, is deportable.”

Controlled Substances

“Any alien who ... has been convicted of a violation of ... any law or regulation of a State (or the United States ... relating to a controlled substance ... other than a single offense involving possession for one’s own use of 30 grams or less of marijuana, is deportable.”

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Crimes Involving Moral Turpitude (“CMT”)

“The [Board of Immigration Appeals (‘BIA’)] has defined the term ‘moral turpitude’ as referring to conduct that is ‘inherently base, vile, or depraved, and contrary to the accepted rules of morality and the duties owed between persons or to society in general.’ The BIA has further explained that ‘[t]o involve moral turpitude, a crime requires two essential elements: reprehensible conduct and a culpable mental state’” (citations omitted).

(*Silva v. Garland*, 993 F.3d 705 (9th Cir. 2021))

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Walcott v. Garland, 21 F.4th 590 (9th Cir. 2021)

- Jamaican citizen who is lawful permanent resident (“LPR”).
- Government moved to remove the LPR.
- Convicted of two crimes of moral turpitude “based on two Arizona convictions for marijuana-related offenses.”
- The “first conviction was in October 2010, when she entered a guilty plea to one count of solicitation to possess for sale less than two pounds of marijuana, in violation of” Arizona law.
- “Shortly thereafter, she suffered her second conviction, for offering to transport less than two pounds of marijuana for sale, in violation of” Arizona statute.
- Immigration Judge sustained charges and found LPR removable.
- BIA agreed.

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Walcott v. Garland (continued)

Ninth Circuit concludes that LPR’s convictions were not for crimes of moral turpitude and that she was not subject to removal:

- “The BIA concluded that the conviction was a CMT, relying on the general principle that drug trafficking offenses are CMTs”
- “Although the immigration statutes do not specifically define offenses constituting crimes involving moral turpitude, a crime involving moral turpitude is generally a crime that (1) is vile, base, or depraved and (2) violates accepted moral standards. We have described CMTs as offenses that offend society’s most fundamental values, or shock society’s conscience, and have observed that non-fraudulent [CMTs] almost always involve the intent to injure, actual injury, or a protected class of victims” (internal quotations omitted) (citations omitted).
- “We have also held that ‘drug trafficking crimes are generally crimes involving moral turpitude.’ The history of that precept is informative here. Early cases holding that drug trafficking offenses were CMTs involved drugs such as heroin and cocaine – that is, drugs that did present serious risk of injury or death. *Atlantic Richfield Co. v. Guarani*, 820 F.2d 280 (9th Cir. 1987), for example, held that possession of heroin for sale is a ‘crime of moral turpitude,’ which explained that ‘there can be nothing more depraved or morally indefensible than conscious participation in the illicit drug traffic. The evils which result from unlawfully importing or dealing with unlawfully imported narcotic drugs are a matter of common knowledge.’ [N]arcotic drugs were defined under the then-applicable statute as opium, coca leaves, cocaine, or any salt, derivative, or preparation of opium, coca leaves, or cocaine” (citations omitted).

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Walcott v. Garland (continued)

- “Contemporary societal attitudes toward marijuana support the conclusion that offering to transport for sale and solicitation to possess for sale very small amounts of marijuana are not offenses that are so inherently base, vile, or depraved that they offend society’s most fundamental values or shock society’s conscience.”
- Looks at Arizona law re: possession of cannabis.
- Cites to studies about how many Americans favor legalization of marijuana.
- “The determination of whether an offense is morally turpitudinous ... is not based on a discrete, objective, concrete factor, such as a drug schedule or the statutory maximum prison time. Instead, as the BIA has acknowledged[,] Both the courts and this Board have referred to moral turpitude as a nebulous concept with ample room for differing definitions of the term. Under this standard, the nature of a crime is measured against contemporary moral standards and may be susceptible to change based on the prevailing views in society.”
- “A determination that an offense is base, vile, or depraved, or contrary to accepted moral standards depends on the accepted moral standards or prevailing views at the time. Thus, a removal order for having committed a CMT is fundamentally different from being removed on a drug schedule or maximum sentence in force at the time of conviction and should not be based on an offense previously, but no longer, thought to be turpitudinous under societal standards.”



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Walcott v. Garland (continued)

“The widespread legalization of marijuana makes it clear that offering to transport for sale a very small amount of marijuana does not involve conduct that violates accepted moral standards. As we have explained, [o]nly truly unconscionable conduct surpasses the threshold of moral turpitude” (footnote omitted) (internal quotations omitted).



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Voronin v. Garland, No. 2:20-cv-07019-ODW (AGRx) (C,D. Cal. Aug, 4, 2022)

- DHS denies I-485 (Application for Permanent Residence).
- Voronin seeks judicial review/relief.
- "Voronin is a national of the Russian Federation and was last admitted to the United States on April 17, 2013. On April 21, 2014, Voronin became an asylee" (citations omitted).
- "In June or July 2015, Voronin began working at Los Angeles Wonderland Caregivers, a cannabis cultivation collective. Under California law, premises that cultivate or sell cannabis must have a digital video surveillance system, and the system must adhere to certain standards. Voronin's job was at Wonderland to install and maintain a compliant video surveillance system at Wonderland's premises" (citations omitted).
- "Under the cannabis laws in effect in California at the time, in order to work for Wonderland, Voronin was required to become a member of Wonderland's cannabis collective, which he did by signing Wonderland's collective agreement."
- "Under the agreement, Voronin and other members of the collective received a 'reimbursement fee' for their contributions to the collective, and Voronin himself received about \$2,000 per month for his services" (citations omitted).

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Voronin v. Garland (continued)

- "Although being a member of the collective afforded Voronin the opportunity to receive cannabis plants to grow on his own, Voronin never received any cannabis plants from Wonderland, and Voronin's duties with Wonderland never involved growing, selling, or processing cannabis."
- "Wonderland did not have a license under California law to grow cannabis at the location where Voronin provided his services. Thus, in October 2015, the police raided the Wonderland premises, arresting Voronin and others" (citation omitted).
- Voronin was charged with a violation of California Health and Safety Code section 11358, which imposes penalties for "[e]ach person who plants, cultivates, harvests, dries, or processes cannabis plants, or any part thereof, except as otherwise provided by law." Eventually, in 2017, Voronin pleaded guilty to a violation of Los Angeles Municipal Code section 12.21(A)(1)(a), a zoning ordinance, based on Wonderland's unlicensed use of the premises to grow cannabis" (citations omitted).
- USCIS: "While you did not work at Wonderland on a full-time permanent basis, and you personally did not sell marijuana, your work setting up the video security system at Wonderland and training [Wonderland's manager] and employees on how to use the surveillance system was necessary for the operation of the business. The fact that you were paid cash and consider yourself as having been an independent contractor, does not negate the fact that your work was necessary for Wonderland's operation. You were responsible for installing and maintaining the video security at a marijuana grow house for an organization that grows, cultivates, sells, and distributes a federally controlled substance. Because Wonderland engages in the trafficking of marijuana as defined under federal law, and you spent several months working at Wonderland installing video surveillance equipment, you have knowingly assisted in the trafficking of marijuana."



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Voronin v. Garland (continued)

"The question is whether USCIS committed legal error in determining that Voronin had assisted in the trafficking of cannabis by maintaining Wonderland's surveillance system."

- "The answer to this question is 'no.' The key language in INA § 212(a)(2)(C)(i) is 'knowing aider, abettor, assister, conspirator, or colluder with others in the illicit trafficking' of controlled substances. In construing this language, the Court must 'strive to give meaning to every word in a statute and to avoid constructions that render words, phrases, or clauses superfluous'" (citation omitted).
- "Currently, cannabis is a federal Schedule I controlled substance, and USCIS is bound by federal law in adjudicating immigration applications."
- "Voronin also does not dispute that he entered into an ongoing services contract with a cannabis collective under which he was to install and maintain a video surveillance system on the cannabis collective's premises. He therefore does not dispute that he took a job maintaining a surveillance system at a company involved in what federal law considers to be drug trafficking. The fact that Voronin's relationship with Wonderland was ongoing, and that he was responsible for maintaining the surveillance system and training other Wonderland employees on how to use it, makes Voronin's work unlike that of a plumber who might fix Wonderland's pipes or an Uber driver hailed to transport Wonderland's personnel from one work location to another. These types of contractors provide services on a one-off basis without establishing any deeper or ongoing relationship with the hiring entity, and they differ materially from Voronin's position in these aspects. USCIS applied the law to these facts and found that Voronin assisted in the trafficking of cannabis. It did not err in reaching its Decision."

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PRODUCT LIABILITY/RECALL

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Products Liability Defined

PRODUCTS LIABILITY

The term "Products Liability" shall mean personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Named Insured's Products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's Products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

Harbor Insurance Company

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Products Liability Claims

► Bodily Injury or Property Damage

- Death
- Lung Disease/Damage
- Skin Disease/Damage
- Overdose/Unexpected Reaction
- Psychiatric Illness
- Fire



► Cannabis and Related Products

- Edibles, Flower, Creams, Vape Cartridges
- Contaminated Product (e.g., metal, pesticide)
- Exploding Vape Pen
- Other Non-Cannabis Products



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Curaleaf to Pay Another \$100,000 Over Mislabeled Cannabis Products

The multistate operator already settled 10 lawsuits in January and agreed in August to a \$130,000 fine and 28-day license suspension in Oregon after the company mislabeled THC products as containing only CBD.

MELISSA SCHULER | OCTOBER 24, 2022

Multistate cannabis operator Curaleaf will pay out another \$100,000 over mislabeled products that the company released in Oregon last year.

The multistate operator already settled 10 lawsuits in January and agreed in August to a \$130,000 fine and 28-day license suspension in Oregon, according to an [OregonStar report](#). Now, Curaleaf will pay an additional \$100,000 to settle a separate class-action lawsuit stemming from the blunder.

The Oregon Liquor and Cannabis Commission (OLCC) issued a recall in September 2021 for a product produced by Cura CS, LLC and sold under Curaleaf's Select brand. The product was labeled as a hemp-derived CBD-infused but actually contained "undisclosed levels of THC," according to an [OLCC press release](#) announcing the recall.

The OLCC then expanded the initial recall a few days later to include a Select Infusate that was labeled as containing 1,000 mg of THC because the drops did not actually contain any detectable THC.

CANNABIS BUSINESS TIMES

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Product Recalls

KPTV Portland

OLCC: More than 7,000 marijuana vapes recalled

Story by Steve Blake - Tuesday

Pesticide Triggers Oregon Cannabis Product Recall

GanjaPreneur

Vermont Recalls Contaminated Weed After Man Gets Sick, Board Suggests State Gets Its Own Testing Lab

Story by Nina Zorabek - Feb 8

Medical marijuana products recalled in Michigan after failed compliance testing for yeast, mold

WXYZ DETROIT

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Products Liability Coverage: Where Can You Find It?



- Part of Commercial General Liability ("CGL") Policy
- "Products-Completed Operations"
- Stand-Alone Products Liability Policy
- Most Common in Cannabis Industry

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Products Liability Coverage Grants I

SECTION I - COVERAGES

PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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Products Liability Coverage Grants II

I. INSURING AGREEMENT

The Undervisors will pay on behalf of the Insured Damages and Claims Expenses which the Insured shall become legally obligated to pay or assumed by the Insured under contract because of any Claim or Claims for Bodily Injury or Property Damage caused by an Accident arising out of the Products/Completed Operations Liability Hazard as stated in the Declarations except as excluded or limited by the terms, conditions and exclusions of this Policy.

This insurance applies only if:

- The Claim or Claims is first made against any Insured during the Policy Period and reported to the Undervisors during the Policy Period or any applicable Extended Reporting Period; and
- The Accident and Bodily Injury or Property Damage takes place on or after the Retroactive Date stated in Item 6 of the Declarations and before the end of the Policy Period.

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Product Recall/Withdrawal Insurance

RECALL ALERT

- "We will reimburse you for 'product withdrawal expenses' incurred by you because of a 'product withdrawal' to which this insurance applies."
- "Product withdrawal" means the recall or withdrawal: a. From the market; or b. From use by any other person or organization; of 'your products', or products which contain 'your products', because of known or suspected 'defects' in 'your product', or known or suspected 'product tampering', which has caused or is reasonably expected to cause 'bodily injury' or physical injury to tangible property other than 'your product'."

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Product Recall/Withdrawal Insurance (continued)

- ▶ "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a 'product withdrawal': a. Costs of notification; b. Costs of stationery, envelopes, production of announcements and postage or facsimiles; c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees, including costs of transportation and accommodations; d. Costs of computer time; e. Costs of hiring independent contractors and other temporary employees; f. Costs of transportation, shipping or packaging; g. Costs of warehouse or storage space; or h. Costs of proper disposal of 'your products', or products that contain 'your products', that cannot be reused, not exceeding your purchase price or your cost to produce the products."

Dorchester Insurance Company, Ltd.

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OTHER HOT TOPICS TO WATCH

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2023 And Beyond

- ▶ Telephone Consumer Protection Act
- ▶ Americans with Disabilities Act
- ▶ Employment Discrimination/Marijuana Use in the Workplace
- ▶ Professional Sports
- ▶ College Sports/NIL
- ▶ Higher Education
- ▶ Contract Disputes



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Questions?

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71

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Michael H. Sampson is a Partner with Leech Tishman and a member of the firm's Litigation Practice Group, where he leads the Insurance Coverage Group. Mike also co-leads the Cannabis Industry Group. He is also a member of the Data Privacy & Cybersecurity, Emerging Cyber Technologies and Entertainment Industry Groups. Based in the Pittsburgh office, Mike represents diverse clients in a variety of complex civil and commercial litigation and other matters across the country, including, but not limited to, matters involving the federal Telephone Consumer Protection Act and similar state statutes.

Mike focuses his insurance coverage practice on assisting policyholders across various industries to address and resolve complicated insurance coverage matters relating to commercial general liability policies, property insurance, management liability coverages, cyber policies, and many other types of insurance, such as hull and marine liability, specie insurance, and pollution liability insurance. He has helped policyholders address insurance coverage matters involving a wide range of subjects, including toxic torts, hurricane damage, COVID-19, fire, shootings, boat damage, and personal health care.

While Mike routinely counsels clients at various stages on a wide range of insurance coverage matters (including policy review, placement, and procurement, as well as claim submission, documentation, and resolution), a significant portion of his practice is dedicated to litigating coverage claims against insurance companies and/or third-party claims administrators.

Mike also regularly advises U.S. and international cannabis-related businesses, as well as ancillary businesses servicing the U.S. cannabis industry. He frequently helps clients in the state-compliant medical and adult-use cannabis, as well as the CBD and hemp markets, comply with U.S. federal law (in particular, the federal Controlled Substances Act), understand the potential for aiding-and-abetting liability, navigate the conflict between federal and state laws, adhere to applicable state regulations, and protect their contractual rights. Bridging his insurance coverage and cannabis law practices, Mike also routinely assists cannabis dispensaries, REITs, and other cannabis-related businesses with various insurance coverage and risk management matters, including, but not limited to, contractual risk transfer provisions.

Recognized by the *Chicago Tribune* as a "prominent cannabis industry attorney," Mike's experience stretches beyond the courtroom to the classroom. Appointed an Adjunct Professor of Law at the University of Pittsburgh School of Law, Mike teaches the law school's "Cannabis and the Law" course, a unique, cutting-edge class that he designed.

Representing policyholders, as well as other clients, Mike regularly appears in federal and state trial and appellate courts across the country. He was part of a team that obtained in 2017 what was understood to be, at least at that time, the largest bad-faith verdict against an insurance company in Pennsylvania. In addition to insurer bad-faith, Mike has successfully litigated insurance-coverage issues as diverse as trigger of coverage, other-insurance clauses, and application of the "employer's liability" exclusion.

Mike also has unique experience working with and representing Old Order Amish families across the United States. In that regard, he has advised Amish individuals denied U.S. permanent resident status due to their religious beliefs and has litigated against the U.S. government to resolve these complicated disputes. For his pro bono work on Old Order Amish and other matters, Mike has received significant national and local media attention.

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Academics

J.D. with honors, University of Chicago Law School
B.A. with high distinction in Government, University of Virginia

Admissions

Pennsylvania
New York
District of Columbia
U.S. Court of Appeals, Third Circuit
U.S. Court of Appeals, Ninth Circuit
U.S. District Court, Eastern District of Pennsylvania
U.S. District Court, Western District of Pennsylvania
U.S. District Court, District of Columbia
U.S. District Court, Western District of Tennessee

Experience

Reed Smith LLP
Bredhoff & Kaiser, P.L.L.C.
Anti-Defamation League, Legal Affairs Department

Professional Accolades

Reed Smith Sean Halpin Award, Honorable Mention (2009, 2019)

Teaching Experience

University of Pittsburgh School of Law (Adjunct Professor of Law)

Representative Matters

Representative Insurance Coverage Litigation Experience

- *American Standard, Inc. v. Admiral Insurance Company*, No. L-1429-99 (N.J. Sup. Ct.): Represented one insured in dispute over entitlement to insurance coverage for asbestos bodily injury claims; resolved by confidential settlement agreement after mediation.
- *Certain Underwriters at Lloyd's, London v. Rockwell Automation, Inc.* (and related cross-actions), No. BC 327570 (Cal. Super. Ct.): Represented two entities in dispute with TIG Insurance Company over coverage for asbestos-related liabilities pursuant to commercial general liability insurance policies; actively involved in developing bad-faith case against insurer; addressed Riverstone-related entities' business model; resolved by confidential settlement agreement.
- *Dein Properties, LP v. The Hanover Insurance Company*, No. 4102 CV 2017 (Pa. Com. Pl. Ct.): Represented policyholder in breach-of-contract and bad-faith insurance-coverage action arising out of insurer's refusal to cover property damage; briefed and argued opposition to insurer's summary judgment motion; defeated motion, permitting all claims against insurer to move forward.
- *Georgia Farm Bureau Mutual Insurance Company v. Chupp*, No. S15G1177 (Ga.): Prepared amicus brief addressing application of pollution exclusion in commercial general liability policy to lead-paint-related liabilities; argued in front of Georgia Supreme Court.
- *Illinois Union Insurance Company v. Triumph Group, Inc.*, No. 1:15-cv-09553 (S.D.N.Y.): Represented insured in dispute over coverage under pollution liability policy for defense and settlement of underlying state-court litigation; resolved by confidential settlement agreement.
- *Mine Safety Appliances Co. v. Century Indemnity Company*, No. G.D. 06-13611 (Pa. Com. Pl. Ct.): Represented insured in dispute over coverage for toxic-tort claims; obtained motion for judgment on the pleadings arising from failure to join indispensable parties; obtained summary judgment on application of other-insurance clauses; resolved by confidential settlement agreement.
- *Mine Safety Appliances Co. v. North River Insurance Company*, No. 2:05-mc-02025 (W.D. Pa.): Represented insured in dispute over coverage for toxic-tort claims; addressed Riverstone-related entities' business model; resolved by confidential settlement agreement.
- *Mutual Benefit Insurance Company v. Politsopoulos*, No. J-85-2014 (Pa.): Prepared amicus brief on behalf of policyholders in Pennsylvania Supreme Court case involving effect of "employer's liability" exclusion; amicus brief, and its reasoning, cited, and relied on, by Court when issuing policyholder-favorable opinion.
- *North River Insurance Co. Mine Safety Appliances Co.*, No. G.D. 10-007432 (Pa. Com. Pl. Ct.): Represented insured in dispute over coverage for toxic-tort claims; litigated numerous topics, including trigger of coverage, exhaustion, and insurer bad-faith; received favorable summary judgment rulings concerning trigger of coverage for (i) mesothelioma and asbestos-related lung cancer bodily injury claims and (ii) coal-mine-dust-related bodily injury claims; addressed Riverstone-related entities' business model; obtained favorable jury and non-jury verdicts, including approximately \$60 million bad-faith verdict; ultimately resolved by confidential settlement agreement.
- *Pyramid Hotel Opportunity Venture LLC v. Lexington Insurance Co.*, No. 635-788 c/w 643-243 (La. Dist. Ct.): Represented insured through trial in dispute over insurance claim for two hotels damaged by Hurricane Katrina; resolved by confidential settlement agreement after court issued a series of bench rulings favorable to insured.

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- *United States Steel Corporation v. National Fire Insurance of Hartford*, No. G.D. 10-024732 (Pa. Com. Pl. Ct.): Represented insured in dispute with insurance company over insurance coverage necessitated by two plant explosions; obtained motion for judgment on the pleadings, finding that insured's interpretation of the "employer's liability" exclusion was reasonable.

Representative Cannabis and Other Complex Civil and Commercial Litigation Experience

- *Martz v. PNC Bank, N.A.*, No. 2:06-cv-01075-DWA-RCM (W.D. Pa.): Defended bank in purported class action brought alleging that disclosures on its ATM screens were incorrect; defeated class certification.
- *Morand v. LG Chem Michigan, Inc.*, No. G.D. 20-008261 (Pa. Com. Pl. Ct.): Defended vapor franchisor in action alleging that explosion of vaporizer and batteries caused bodily injury; plaintiff dismissed action against franchisor after preliminary objections filed.
- *Nardo v. PHE, Inc. d/b/a Adam and Eve*, No. 1:21-CV-539 (M.D.N.C.): Represented "one of the nation's largest, oldest, and most trusted sources for adult products" in purported class action alleging violations of federal Telephone Consumer Protection Act; obtained voluntary dismissal.
- *Pebble Beach Investment Group, LLC v. Square One Starts, LLC*, No. 3:21-cv-00522-VC (N.D. Cal.): Defend company that roots hemp seedlings and clones in multi-count lawsuit brought by former customer, alleging destruction of hemp seeds; removed from state court to federal court; obtained dismissal of five of six counts via motion to dismiss; resolved by confidential settlement agreement.
- *Schueller v. BNSF Railway Co.*, No. 62-CV-16-4666 (Minn. Dist. Ct.): Represented distributor of railroad braking shoe used on locomotive braking systems in asbestos personal-injury action; briefed and argued summary judgment motion; prevailed on federal preemption argument at summary judgment.
- *Smith v. District of Columbia*, No. 00-894(GK) (D.D.C.): Represented family of teenager murdered while in custody of District of Columbia and living in independent living facility; obtained jury verdict against District of Columbia and private contractor.
- *ThermoLife International, LLC v. Gaspari Nutrition, Inc.*, No. 14-15180 (9th Cir.): Represented importer, manufacturer, and developer of dietary supplements in successful appeal of summary judgment order entered against it in case involving Lanham Act false advertising claims.

Representative Pro Bono Litigation Experience

- *Doe v. United States of America*, No. 07-2831 (3rd Cir.): Represented Old Order Amish individual in appeal involving right to litigate in pseudonym to accommodate religious beliefs; resolved by confidential settlement.
- *Doe v. United States of America*, No. 2:06-cv-1426 (W.D. Pa.): Represented Old Order Amish individual, who was denied right to become U.S. permanent resident because he refused to be photographed on the basis of his religious beliefs, in well publicized case; resolved by confidential settlement after appeal to U.S. Court of Appeal for the Third Circuit (see above).
- *Doe v. United States of America*, No. 4:18-cv-162 (S.D. Ind.): Represented another Old Order Amish individual, who was denied right to become U.S. permanent resident because she refused to be photographed on the basis of her religious beliefs; reached favorable settlement allowing for individual to become a permanent resident, remain in the United States, and cross U.S.-Canada border without having to provide photograph.

Representative Other Cannabis Law Experience

- Counsel cannabis multi-state operators, growers, processors, dispensaries, brands, REIT, and national pharmacy chain concerning need for insurance coverage based on state regulations and potential risks/liabilities, as well as review potential policy language and provide advice regarding placement and renewal of coverages, including, but not limited to, commercial general liability, directors and officers', property, cyber, and crop.
- Represent former NFL quarterback in successful negotiation of advisor and other agreements with hemp/biotechnology company.
- Provide day-to-day insurance-coverage counsel to multi-state operator relating to all facets of its business.
- Advise cannabis-related REIT concerning insurance requirements and provisions in property leases and ensure tenant's compliance therewith.
- Assist multi-state operator resolve insurance claims involving fire and water damage.
- Advise cannabis grower in dispute with its property insurer about right to insurance coverage for equipment breakdown and business-income loss.

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- Represent company that roots hemp seedlings and clones in effort to secure commercial general liability and/or professional liability coverage for third-party claim.
- Counsel multi-state operator in dispute with product liability insurer over audit/additional premium sought by insurer.
- Review and revise hemp propagation company's agreement to grow hemp and other comprehensive services agreements.
- Advise Canadian vaporizer company about beginning U.S. operations, including about location of principal place of business, potentially applicable "vape tax," and product warnings.
- Assist distributor of vaping and CBD products with insurance-coverage and other legal issues relating to contracting and day-to-day business activities.
- Represent market-leading ancillary business in the cannabis industry in an application for listing on the Nasdaq Stock Exchange, including providing analysis of potential federal Controlled Substances Act and aiding-and-abetting liability.
- Advise award-winning recording artist concerning implications of U.S. Controlled Substances Act and other federal law on Canadian cannabis branding arrangement.
- Counsel public university in the Midwest United States concerning whether it can legally accept sponsorship dollars from cannabis-related businesses under federal Controlled Substances Act and federal money-laundering statutes, as well as about how other U.S. universities are responding (in terms of, for example, accepting money, permitting access, and teaching) to legalization of cannabis at the state level.
- Assist medical-marijuana dispensary respond to third-party subpoena for customer records.
- Advise European LED lighting company seeking to do business with U.S. cannabis industry concerning compliance with U.S. Controlled Substances Act and potential for aiding-and-abetting liability.
- Advise international consulting company as well as other businesses providing ancillary services to the U.S. cannabis industry concerning potential federal criminal-law implications of servicing businesses in that industry.
- Counsel American specialty retailer about legality of selling CBD cosmetics through e-commerce channels
- Draft indemnification and insurance provisions for natural food company's CBD-related vendor agreement.
- Review medical dispensary's lease agreement to ensure compliance with applicable law, account for practical considerations involved in dispensary operations, and address insurance requirements.
- Provide counseling relating to due diligence, issues affecting cannabis industry, and insurance-coverage questions as part of teams advising clients concerning cannabis-related corporate transaction as well as sale-leaseback of land.
- Prepare cannabis-related risk factors for inclusion in private placement memorandum for cannabis cultivation business.
- Draft supplier agreement for single-state cannabis license operating multiple dispensaries.
- Consult with financial technology company to revise privacy policy and consumer terms and conditions.
- Analyze and revise multi-state operator's wholesale terms and conditions.

Key Publications

- December 1, 2022, "[California Supreme Court Finds Potential CGL Coverage for TCPA Claims, Underscoring Importance of Careful Policy Review](#)," *Leech Tishman Client Alert*
- November 16, 2022, "[Citing Dormant Commerce Clause, Federal Court Enjoins Issuance of Certain New York Cannabis Licenses](#)," *Leech Tishman Client Alert* (Co-Author: Philip T. Simpson)
- November 14, 2022, "[Ninth Circuit Rules that, for Do-Not-Call Purposes, 'Mixed-Use' Cellular Numbers are 'Presumptively Residential'](#)," *Leech Tishman Client Alert*
- October 11, 2022, "[How Cannabis Businesses Can Leverage Insurance in the Wake of Natural Disasters](#)," *Cannabis Business Times*
- September 30, 2022, "[Take Key Steps in Immediate Aftermath of Hurricane to Maximize Insurance Coverage](#)," *Leech Tishman Client Alert*
- September 20, 2022, "[Opportunistic TCPA Claims Call for Careful Examination, Vigorous Defense](#)," *Leech Tishman Client Alert* (Co-Author: James K. Paulick)

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- September 19, 2022, "[Contractual Risk-Transfer Provisions, Insurance Offer Potential Relief to Cannabis-Related Businesses Affected by Recent California Heat Wave](#)," *Leech Tishman Client Alert*
- August 16, 2022, "[Pa. Cannabis Banking Law Won't Allay Finance Industry Fears](#)" *Law360*
- July 14, 2022, "[Pennsylvania Governor Signs Cannabis Banking and Insurance Protections into Law](#)," *Leech Tishman Client Alert*
- July 6, 2022, "[Provision of Banking and Insurance Services to Cannabis Industry Soon to be "Safe" in Pennsylvania](#)," *Leech Tishman Client Alert*
- May 16, 2022, "[States with legalized cannabis will face legal headwinds across NIL landscape](#)," *Sports Business Journal (SBJ Unpacks newsletter)*
- April 22, 2022, "[CBP Press Release Underscores Continued Danger of Crossing Border with Cannabis](#)" *Leech Tishman Client Alert*
- March 2022, "[The Cannabis Industry & the SAFE Banking Act: Looking to the Future, Planning for the Present](#)" *Leech Tishman & Symphony Risk Solutions primer* (Co-Author: Richard Golz)
- February 2, 2022, "[First Circuit's Recent Decision Allowing Federal Prosecutions Despite "Rohrabacher-Blumenauer" Far From Red Flag For Legitimate Cannabis Businesses](#)" *Leech Tishman Client Alert*
- December 20, 2021, "[Dreaming of a Covered Christmas](#)" *Leech Tishman Client Alert*
- December 8, 2021, "[Developing An Insurance Coverage Roadmap](#)," *CannaMatch (Blog)*
- October 27, 2021, "[Trick or Treat? Insurance Policy Exclusions Haunt the Cannabis Industry](#)," *Leech Tishman Client Alert*
- October 22, 2021, "[U.S. Postal Service Drops Long-Awaited Hammer on "Mailability" of Vaping Products, Leaving No Doubt New Rule Applies to Cannabis Industry Too](#)" *Leech Tishman Client Alert* (Co-Author: Jeffrey T. Criswell)
- October 8, 2021, "[So, You Don't Think You Need Insurance Yet? Think Again.](#)" *Leech Tishman Infographic*
- August 31, 2021, "[Commercial Property Insurance Can Offer Help, Hope in Wake of Hurricane Ida, Other Recent Storms](#)" *Leech Tishman Client Alert* (Co-Author: Jeffrey T. Criswell)
- July 2021, "[Women in Cannabis](#)," *Cannabis Law Talk* (Podcast)
- July 7, 2021, "[Cannabis Brands Should Proactively Address Insurance, Risk Management](#)" *Leech Tishman Client Alert*
- June 29, 2021, "[Cannabis-Related Recalls Require Advance Preparation to Facilitate Rapid Response](#)" *Leech Tishman Client Alert*
- June 7, 2021, "[Recent Spate of Cyberattacks Underscores Urgent Need for Cyber Insurance](#)" *Leech Tishman Client Alert*
- May 19, 2021, "[10 tips to help your marijuana business survive an IRS audit](#)," *Marijuana Business Daily* (Co-Author: Alexander J. Gase)
- May 2021, "[An Interview with Pennsylvania Lieutenant Governor John Fetterman](#)," *Cannabis Law Talk* (Podcast)
- April 29, 2021, "[Uncovered IRS Documents Highlight Significant Audit Risk Facing Cannabis Industry](#)" *Leech Tishman Client Alert* (Co-Author: Alexander J. Gase)
- April 27, 2021, "[USPS Delays Regulations, But Severe Restrictions on Mailing Vaping Products Loom](#)" *Leech Tishman Client Alert* (Co-Author: Jeffrey T. Criswell)
- March 31, 2021, "[Policyholders Have "A Friend In Pennsylvania": Bucking General Trend, State Court Judge Finds Coverage for COVID-19-Related Loss](#)," *Leech Tishman Client Alert*
- March 17, 2021, "[As a Result of 2018 Farm Bill, Prior Hemp-Related Conviction No Longer Predicate Offense Under Federal Sentencing Guidelines, Ninth Circuit Rules](#)," *Leech Tishman Client Alert* (Co-Author: James K. Paulick)
- March 12, 2021, "[Opinion: Garland's Appointment a Beacon in Cannabis Insurance Space](#)," *Insurance Journal*
- March 11, 2021, "[Friend or Foe? What Merrick Garland's Recent Confirmation May Mean for the Cannabis Industry](#)," *Leech Tishman Client Alert*
- March 10, 2021, "[Merrick Garland's Confirmation as Attorney General Offers Hope to Cannabis Industry](#)," *Cannabis Business Times*

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- February 26, 2021, "[Winter Storms Call for Careful Review of Insurance Coverage](#)," *Leech Tishman Client Alert* (Co-Author: Jeffrey T. Criswell)
- February 23, 2021, "[Pennsylvania Announces Grant To Support Hemp Promotion, Education, Exports; Deadline to Apply is March 5, 2021](#)," *Leech Tishman Client Alert* (Co-Author: Daniel P. Yeomans)
- 2020, "Hospitality, Restaurant and Bar Industry COVID-19 Resource Center," leechtishman.com (Editor)
- September 23, 2020, "[Federal Court Refuses to Stay Judgment Finding Certain Pennsylvania COVID-19 Orders Unconstitutional](#)," *Leech Tishman Client Alert* (Co-Authors: Steven D. Irwin, Daniel P. Yeomans)
- September 9, 2020, "['Open & Certified:' Pennsylvania Gov. Wolf Sets Table for Increased COVID-19 Restaurant Occupancy Limits](#)," *Leech Tishman Client Alert* (Co-Authors: Steven D. Irwin, Daniel P. Yeomans)
- August 21, 2020, "[When Cyber Attacks Result in Physical Damage: Important Insurance Considerations](#)," *The Legal Intelligencer*
- July 17, 2020, "[Just-Issued Pennsylvania and Allegheny County Orders Affect Restaurants and Bars Yet Again](#)," *Leech Tishman Client Alert* (Co-Authors: Steven D. Irwin, Daniel P. Yeomans)
- July 3, 2020, "[As Clock Strikes Midnight, Restaurants and Bars Closed by Pandemic Should Review Insurance Policies](#)," *Leech Tishman Client Alert*
- June 23, 2020, "[Broader Implications of Pennsylvania Supreme Court's Ruling in Gass: Federal Illegality of Marijuana Likely Not Dispositive](#)," *Leech Tishman Client Alert*
- May 18, 2020, "[Do Not Just Assume No Coverage for COVID-19 Losses and Claims; Review Your Policies Carefully](#)," *Leech Tishman Client Alert*
- April 3, 2020, "[Pollution exclusion should not preclude coverage for virus-related claims](#)," *The Policyholder Perspective*
- February 14, 2020, "Insurance coverage consideration for the cannabis industry in the wake of novel coronavirus outbreak," *Reed Smith Client Alert* (Co-Author: Mark A. West)
- February 7, 2020, "[Are you covered? Cannabis industry must prepare for cyberattacks in 2020](#)," *The Policyholder Perspective*
- February 6, 2020, "Novel coronavirus: commercial insurance considerations," *Reed Smith Client Alert* (Co-Authors: Richard P. Lewis, Mark A. West)
- December 27, 2019, "Tenth Circuit decision clears the way for further judicial consideration of application of recently re-enacted Rohrabacher-Farr Amendment," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- November 15, 2019, "As consumer litigation mounts, CBD companies must be prepared," *Reed Smith Client Alert* (Co-Authors: Cori Annapolen Goldberg, Kathyleen A. O'Brien, Adam D. Brownrout)
- November 14, 2019, "Warning: Broad definition of 'cannabis' calls into question 'hemp exception' to new ISO cannabis exclusions," *Reed Smith Client Alert* (Co-Author: George L. Stewart, II)
- Fall 2019, "[Bipartisan CLAIM Act Offers 'Safe Harbor' for Insurers Covering Cannabis Industry](#)," *Insurance Coverage Law Report* (Co-Author: Zachary S. Roman)
- November 4, 2019, "[Raccoons as legal roadkill: The Western District of Pennsylvania denies coverage for damage caused by masked bandits](#)," *The Policyholder Perspective* (Co-Author: Kateri Persinger)
- October 2, 2019, "Tenth Circuit rules that federal Controlled Substances Act does not preclude application of federal overtime requirements to cannabis industry," *Reed Smith Client Alert* (Co-Authors: Melissa M. Ferrara, Adam D. Brownrout)
- September 26, 2019, "[In historic vote, U.S. House passes SAFE Banking Act; but, what will U.S. Senate do?](#)," *The Policyholder Perspective* (Co-Author: Zachary S. Roman)
- September 20, 2019, "[Key Questions for Vaping Businesses](#)," *Insurance Thought Leadership*
- September 13, 2019, "Just when you thought it was safe, federal district court finds cannabis-related contract unenforceable," *Reed Smith Client Alert*
- August 30, 2019, "Bipartisan CLAIM Act offers 'safe harbor' for insurers covering cannabis industry," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- July 23, 2019, "[Review state cannabis regulations for insurance requirements](#)," *The Policyholder Perspective*
- June 27, 2019, "Congress votes to protect state cannabis programs," *Reed Smith Client Alert* (Co-Author: Adam D. Brownrout)

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- May 28, 2019, "On your 'mark, get so, go: Federal government offers trademark protection for hemp-derived CBD goods," *Reed Smith Client Alert* (Co-Authors: Adam D. Brownrout, Darren B. Cohen, Cori Annapolen Goldberg)
- May 3, 2019, "Beware: Per USCIS 'guidance,' participation in cannabis industry may bar naturalization," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- April 16, 2019, "After amendment, SAFE Banking Act of 2019 would offer safe harbor for insurers too," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- March 26, 2019, "[Barr Strikes Right Balance on Federal Cannabis Policy](#)," *Law360* (Co-Author: Zachary Roman)
- February 14, 2019, "Barr confirmed: Will new Attorney General's actions on cannabis speak as loud as his words?," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- February 4, 2019, "More than a fig leaf: MAPLE Act of 2018 offers protection for non-U.S. citizens involved in cannabis industry," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- December 27, 2018, "[Federal court's E-Cig decision provides cautionary tale](#)," *The Policyholder Perspective*
- December 14, 2018, "[Federal crop insurance grows: Hemp to be covered](#)," *The Policyholder Perspective* (Co-Author: Adam D. Brownrout)
- October 25, 2018, "Cross at your own risk? Few certainties at U.S.-Canada border after 'Neighbor to the North' legalizes recreational marijuana," *Reed Smith Client Alert* (Co-Authors: Jason E. Hazlewood, Zachary S. Roman)
- August 30, 2018, "['Pollutant' Definition by Georgia Federal Judge Smells Bad, Lawyers Argue](#)," *Daily Report* (Co-Author: Caroline M. Upton)
- August 30, 2018, "In K.V.G., Sixth Circuit suggests insurance policy's 'Dishonest or Criminal Acts Exclusion' may not bar coverage for cannabis-related businesses acting in compliance with state law," *Reed Smith Client Alert*
- June 12, 2018, "Hawaii volcanic activity raises a host of insurance coverage considerations for businesses," *FC&S Legal: The Insurance Coverage Law Information Center* (Co-Authors: David E. Weiss, Douglas R. Widin, Max J. Louik)
- May 23, 2018, "[CannaBeware: Make sure insurance actually covers the risks your business faces](#)," *The Policyholder Perspective*
- March 16, 2018, "[Final Mass. 'adult-use' marijuana regulations require 'Marijuana Establishments' to have liability insurance](#)," *The Policyholder Perspective* (Co-Author: Kristy L. Keiser)
- March 13, 2018, "[Ten important steps a cannabis business should consider when purchasing insurance](#)," *The Policyholder Perspective*
- March 5, 2018, "[Should the Cannabis Industry Fear the Sixth Circuit and K.V.G.?](#)," *The Policyholder Perspective*
- February 13, 2018, "[Recent New York decision offers hope for long-overdue end to Resolute's free pass](#)," *The Policyholder Perspective* (Co-Authors: Ann V. Kramer, Paul Breen, George L. Stewart)
- January 22, 2018, "[The Impact of the Sessions Memo on Contracts with Cannabis Businesses](#)," *Cannabis Business Executive* (Co-Author: Gregory D. Vose)
- January 5, 2018, "Justice Department Kills the Weed Buzz, Leaves Treasury Guidance in a Haze," *Reed Smith Client Alert* (Co-Authors: Travis P. Nelson, Spencer A. Anderson)
- November 2017, "[Covered? Insurance can get tricky for cannabis-related businesses. Ensure your policy is adequate for your dispensary with these expert tips](#)," *Cannabis Dispensary* (Co-Author: Zachary S. Roman)
- November 30, 2017, "['Myopic' ruling limits policyholders' ability to recover for common law bad faith in West Virginia](#)," *The Policyholder Perspective* (Co-Author: Jorge M. Rojas)
- November 13, 2017, "[Marijuana and the 'Illegal/Dishonest Acts Exclusion': Making Sense of K.V.G. Properties, Inc. v. Westfield Insurance Company](#)," *The Policyholder Perspective*
- October 17, 2017, "[In Wake of Disasters, Do Not Just Assume No Coverage Available for Cannabis-Related Losses](#)," *The Policyholder Perspective* (Co-Author: Cristina M. Shea)
- October 9, 2017, "['Smoking Gun' Still Not Necessary To Prove Insurer Violated Pennsylvania's Bad-Faith Statute](#)," *The Policyholder Perspective* (Co-Authors: George L. Stewart, M. Patrick Yingling)
- September 29, 2017, "Pennsylvania Supreme Court Agrees That, to Prevail on Claim for Statutory Bad Faith, Policyholder Need Not Prove Insurer Acted with Self-Interest or Ill Will," *Reed Smith Client Alert* (Co-Authors: George L. Stewart, M. Patrick Yingling)

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- July 21, 2017, "[When Assessing Insurance Needs, Medical-Marijuana Dispensaries Must Consider Pennsylvania Regulations](#)," *The Policyholder Perspective*
- July 6, 2017, "For Medical-Marijuana Dispensaries, Obtaining Insurance Requires Careful Consideration," *Reed Smith Client Alert* (Co-Author: Zachary S. Roman)
- February 21, 2017, "[Keeping the Bad Faith](#)," FC&S Legal: *The Insurance Coverage Law Information Center*
- February 13, 2017, "[Eighth Circuit pollution-exclusion opinion a cautionary tale for natural gas industry](#)," *The Policyholder Perspective*
- January 25, 2017, "Policyholders Beware: AIG-NICO Deal Requires Caution," *Reed Smith Client Alert* (Co-Authors: Ann V. Kramer, Kateri T. Persinger)
- January 25, 2017, "[Reinsurance Deal Raises Red Flags](#)," *The Policyholder Perspective* (Co-Authors: Ann V. Kramer, Kateri T. Persinger)
- April 13, 2016, "[Court Upholds Coverage Under General Liability Policy for Claim Alleging Failure to Protect Data](#)," *The Policyholder Perspective* (Co-Authors: Brian J. Willett, Brian T. Himmel)
- March 7, 2016, "[3rd Circ. Says Insurers Can't Evade Defense Obligations](#)," *Law360* (Co-Authors: Andrew J. Muha, Douglas R. Widin)
- February 22, 2016, "Finding coverage for 'additional insured,' Third Circuit cautions that 'insurer cannot bury its head in the sand,'" *Reed Smith Client Alert* (Co-Authors: Andrew J. Muha, Douglas R. Widin)
- January 7, 2016, "[Lessons For 2016 From Pa. High Court Insurance Decisions](#)," *Law360* (Co-Authors: Andrew J. Muha, Brian T. Himmel, Traci S. Rea)
- November 30, 2015, "NY Court Draws Right Conclusion In Employer Insurance Case," *Law360*
- October 28, 2015, "Third Circuit Announces Coverage-Defeating First Publication Rule," *Reed Smith Client Alert* (Co-Authors: Brian T. Himmel, Traci S. Rea)
- October 22, 2015, "Third Circuit Holds That Terms of Insurance Policy Renewal 'Must be the Same or Nearly the Same as the Initial Contract,'" *Reed Smith Client Alert* (Co-Authors: Courtney C. T. Horrigan, Douglas R. Widin, Kateri T. Persinger)
- October 13, 2015, "A Review of Notable Supreme Court Insurance Decisions," *The Legal Intelligencer* (Co-Author: George L. Stewart)
- October 13, 2015, "[If not 'determinative,' then at least compelling: Other, specific exclusionary language available on market undermines application of pollution exclusion](#)," *The Policyholder Perspective*
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- September 1, 2015, "[Risk and insurance lessons learned from the Ebola outbreak of 2014](#)," *Inside Counsel*
- August 27, 2015, "[Host of insurance-coverage questions tied to Legionnaires' disease](#)," *The Policyholder Perspective*
- June 2, 2015, "[Pennsylvania Supreme Court's decision in Politsopoulos represents victory for policyholders across Pennsylvania](#)," *The Policyholder Perspective* (Co-Author: George L. Stewart)
- May 28, 2015, "'The' insured versus 'any' insured: The Pennsylvania Supreme Court limits the application of the employer's liability exclusion," *Reed Smith Client Alert* (Co-Author: George L. Stewart)
- May 4, 2015, "[Read Insurance Policy as Drafted, Not as Insurance Company 'Wishes It Had Drafted It'](#)," *The Policyholder Perspective*
- January 7, 2015, "[Wisconsin Supreme Court's misapplication of the pollution exclusion and disregard for policyholders' business and purpose in purchasing insurance](#)," *The Policyholder Perspective*
- December 18, 2014, "Congress' Failure to Extend Terrorism Risk Insurance Act Requires Policyholders to Act Diligently Before January 1," *Reed Smith Client Alert* (Co-Authors: Amber S. Finch, Ann V. Kramer, Douglas R. Widin, Gary Thompson, Kit Chaskin)
- December 17, 2014, "Pa. Supreme Court Agrees that Policyholders May Assign Their Bad Faith Claims," *Reed Smith Client Alert* (Co-Authors: Brian T. Himmel, George L. Stewart, John N. Ellison, Lisa A. Szymanski, Luke E. Debevec)
- December 11, 2014, "[Policyholders Should Note 3rd Party Liability Pass In NY](#)," *Law360* (Co-Authors: Andrew J. Muha, Ann V. Kramer)

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- November 21, 2014, "[Court's reasoning that 'bacteria' is not a 'pollutant' favorable for policyholders in other cases,](#)" *The Policyholder Perspective* (Co-Author: Caitlin R. Garber)
- November 12, 2014, "[A free pass for NICO and Resolute?](#)" *The Policyholder Perspective* (Co-Author: Ann V. Kramer)
- November 12, 2014, "Untouchable? – New York Court Rules that Policyholders Have No Claims against Reinsurer (NICO) or Third-Party Claims Administrator (Resolute)," *Reed Smith Client Alert* (Co-Author: Ann V. Kramer)
- November 11, 2014, "[General Liability Insurance and Disease-Related Claims,](#)" *The Policyholder Perspective* (Co-Author: Caitlin R. Garber)
- October 23, 2014, "[Perception versus Reality: ACE Adds an Ebola Exclusion Just in Case,](#)" *The Policyholder Perspective* (Co-Author: Kevin B. Dreher)
- October 23, 2014, "As Fear of Ebola Widens, Corporate Policyholders Seek To Prevent Loss While Insurers Seek To Exclude Loss," *Reed Smith Client Alert* (Co-Authors: Courtney C. T. Horrigan, David E. Weiss, John N. Ellison, Kevin B. Dreher)
- October 21, 2014, "[All Businesses Should Review Insurance Coverage in Face of Ebola Crisis,](#)" *The Policyholder Perspective* (Co-Author: Courtney C. T. Horrigan)
- October 16, 2014, "Financial Cost of Ebola Crisis Sparks Insurance Coverage Questions," *Reed Smith Client Alert* (Co-Authors: Courtney C. T. Horrigan, David E. Weiss, John N. Ellison, Kevin B. Dreher)
- August 26, 2014, "Interpretation of Employer's Liability Exclusions," *The Legal Intelligencer* (Special Section – Insurance Law (Co-Author: George L. Stewart)
- 2014, *The Reference Handbook on the Commercial General Liability Policy*, American Bar Association (Assisting Editor First Edition)
- August 30, 2022, Strafford Webinar "Leasing to a Cannabis-Related Business: Banking, Permitting, Zoning, Rent, Indemnification, and Insurance" (panel)
- August 23, 2022 Cannabis Conference (Las Vegas, NV) "Protect Your Store – Does Your Business Truly Understand Security Risks, And How To Handle Them?" (panel)
- June 10, 2022, Defense Trial Counsel of West Virginia (White Sulphur Springs, West Virginia) "Cannabis and Cannabis Coverage Update: National Inroads, Country Roads, and the Road Ahead"
- June 7, 2022 Security Industry Association Vertical Insights Symposium Series (Virtual) "Legality, Risk, Security: Protecting and Doing Business with the Cannabis Industry" (Keynote Presentation)
- June 7, 2022, Strafford Webinar "Leasing to a Cannabis-Related Business: Banking, Permitting, Zoning, Rent, Indemnification, and Insurance" (panel)
- June 3, 2022, O'Cannabiz International Conference and Expo (Toronto, Ontario, Canada) "Risk Management Best Practices and Insurance for Your Cannabis Retail Store" (panel)
- May 3, 2022, Cannalaw Summit (Virtual) "Interstate Commerce: The Present Landscape and the Complex Road Ahead" (panel)
- March 12, 2022, Alternative Products Expo (Fort Lauderdale, Florida) "Getting You Covered: Insurance in The Cannabis Industry" (panel)
- January 13, 2022, Leech Tishman Fuscaldo & Lampl LLC Webinar "Cannabis in 2022: Practical Suggestions to Protect Your Business"

Speaking Engagements

- December 13, 2022, Leech Tishman Fuscaldo & Lampl LLC Webinar "Understanding and Mitigating Cyber Risk in the Cannabis Industry"
- October 26, 2022, Insuring Cannabis Summit 2022 (Virtual) "Insurers Are on the Risk! A Legal Analysis Exploring Cannabis Laws, Lawsuits and Regulations" (panel)
- December 19, 2021, Marino Legal Academy (Virtual) "Cannabis Law Overview"
- July 14, 2021, Cannabusiness Industrial Marketplace Michigan Summit & Expo (Mount Pleasant, Michigan) "Cyber Insurance, Law and Cannabis"
- June 25, 2021, Cannabis Industrial Marketplace Chicago Summit & Expo (Villa Park, Illinois) "Cyber Insurance, Law and Cannabis"

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- May 27, 2021, Strafford Webinar
“Leasing to a Cannabis-Related Business: Banking, Permitting, Zoning, Rent, Indemnification, and Insurance” (panel)
- May 13, 2021, Leech Tishman Fuscaldo & Lampl LLC/ Lockton Companies, Inc. Webinar
“Risk Mitigation Considerations for Corporate Transactions and Other Agreements”
- February 25, 2021, Cannabis GC Forum (Virtual)
“Cannabis, Claims, and Coverage: Product-Liability Considerations”
- December 16, 2020, Highmark, Inc. (Virtual)
“Cannabis and U.S. Law: 2020 and Beyond”
- December 2, 2020, MJBizCon (Virtual)
“Climate Change, Quarantine and Cannabis: How to Prepare for an Unpredictable” (panel)
- November 19, 2020, Leech Tishman Fuscaldo & Lampl LLC/ Caputo Law Office Webinar
“Carry-Out & Carry-On: A Guide to Navigating Regulations & Opportunities for the Hospitality, Restaurant and Bar Industry”
- November 19, 2020, Insuring Cannabis Summit 2020 (Virtual)
“Legal Matters: Lawsuits and Regulations in Cannabis You Should Know About” (panel)
- October 27, 2020, Leech Tishman Fuscaldo & Lampl LLC Back to Business Webinar Series
“Travel Plans & Insurance Plans: Employee Visa Classifications & COVID-19 Insurance Considerations”
- October 21, 2020, Leech Tishman Fuscaldo & Lampl LLC/ Heffernan Insurance Brokers, Inc. Webinar
“Cannabis Industry: Hot Topics in Insurance Coverage 2020”
- August 31, 2020, myLawCLE/Federal Bar Association Webinar
“‘This is 2020’ COVID-19 & Commercial Insurance Considerations”
- July 14, 2020, University of Pittsburgh’s Joseph M. Katz Graduate School of Business (Virtual)
“Policies & Covid 19,” Business Law, BSEO 2316, MBA Program (Invited Guest Lecturer)
- May 28, 2020, Rossdale CLE (Telephonic seminar)
“Successfully Making Business Interruption & Loss Claims CLE” (panel)
- May 18, 2020, Strafford Webinar
“Leasing to a Cannabis-Related Business: Banking, Permitting, Zoning, Rent, Indemnification, and Insurance” (panel)
- December 16, 2019, Volvo Car Corporation (Charleston, South Carolina)
“2020: A Coverage Odyssey – Hot Topics in Insurance ... and Beyond”
- December 12, 2019, MJBizCon (Las Vegas, Nevada)
“Overcoming Legal and Financial Hurdles for Ancillary Businesses” (panel)
- October 29, 2019, Reed Smith LLP Webinar
“CANN301: Cannabis, Coverage, and Products Liability – An Overview” (part 4 of 4 of “Coverage U: A Cannabis Curriculum”)
- October 23, 2019, Rossdale CLE (Telephonic seminar)
“Mastering Cannabis & Marijuana Regulation CLE” (panel)
- October 2, 2019, Cannabis Quality Conference & Expo (Schaumburg, Illinois)
“Lessons from the Experts: Tackling Quality & Consistency Challenges from Seed to Sale” (panel)
- September 28, 2019, Cannabis Industry Expo @ Chicago State University (Chicago, Illinois)
“Know Your Rights: IL Cannabis Legalization and the Intersection with Federal, Criminal, Housing and Employment Policy and Law” (panel)
- September 17, 2019, In the Weeds with The Caucus: A Look at Marijuana Legalization in Pa. (Pittsburgh, Pennsylvania)
“The Legal and Financial Angle” (panel)
- September 5, 2019, Highmark, Inc. (Pittsburgh, Pennsylvania)
“Legal or Illegal? An Introduction to Cannabis and the Law”
- August 1, 2019, Reed Smith LLP Webinar
“CANN202: Claims-Handling Best Practices for the Cannabis Industry” (part 3 of 4 of “Coverage U: A Cannabis Curriculum”)
- July 31, 2019, Reed Smith LLP
“Where Do We Stand in Mid-2019? An Introduction to Cannabis and the Law”
- June 14, 2019, MJBizConNEXT (New Orleans, Louisiana)
“An Ounce of Prevention, a Pound of Cure: How to Anticipate Problems and Stay Ahead of Them” (panel)

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- June 4, 2019, Reed Smith LLP Webinar
“CANN201: Cannabis Coverage Concerns for Ancillary Businesses” (part 2 of 4 of “Coverage U: A Cannabis Curriculum”)
- May 15, 2019, Reed Smith University
“Where Do We Stand in Mid-2019? An Introduction to Cannabis and the Law”
- April 2, 2019, Reed Smith LLP Webinar
“CANN101: Introduction to Insurance Coverage” (part 1 of 4 of “Coverage U: A Cannabis Curriculum”)
- March 27, 2019, MSA Safety Incorporated (Cranberry Township, Pennsylvania)
“Where Do We Stand in 2019? An Introduction to Cannabis and the Law”
- March 19, 2019, Cannabis Cover Masterclass 2019 (Denver, Colorado) (Chairperson)
“Handling Cannabis Related Claims” (panel)
- December 18, 2018, Reed Smith LLP (Pittsburgh, Pennsylvania)
“‘Beat the Clock:’ 2018’s Hot Legal Topics, With Prediction for 2019” (“Cannabis Law”)
- October 11, 2018, National Marijuana Retail & Dispensary Expo (“RAD Expo”) (Portland, Oregon)
“Cannabis Legal Issues” (panel)
- May 23, 2018 Reed Smith LLP (Pittsburgh, Pennsylvania)
“Responding to Major Incidents: Managing the First 96 Hours”
- May 10, 2018, SKF USA (Lansdale, Pennsylvania)
“Coverage Concepts, Lessons Learned, and Policyholder’s Privilege”
- May 3, 2018, Reed Smith LLP (Pittsburgh, Pennsylvania)
“Hackers and Malware and Bots, Oh My! Is Your Business Insured?” (“Cyber-Physical Attacks”)
- April 14, 2018, World Medical Cannabis Conference & Expo (Pittsburgh, Pennsylvania)
“Best Practices for Insuring Your Cannabusiness”
- January 26, 2018, Reed Smith LLP (Princeton, New Jersey)
“Navigating Legalization: How Employers, Financial Institutions, and Policyholders Can Keep Pace with Legal Marijuana”
- January 18, 2018, National Marijuana Retail & Dispensary Expo (“RAD Expo”) (Portland, Oregon)
“Cannabis Legal Panel
- December 1, 2017, Dick’s Sporting Goods, Inc. (Pittsburgh, Pennsylvania)
“Coverage Concepts, Lessons Learned, and Policyholder’s Privilege: A Bespoke Insurance Coverage Presentation”
- November 13, 2017, Highmark, Inc. (Pittsburgh, Pennsylvania)
“Hot Topics in Insurance Coverage” (“Insurance Coverage – Challenges Presented by Medical Marijuana”)
- November 9, 2017, PA Chamber Educational Events, Pennsylvania Finance Webinar
“Insurance 101: Protecting Your Company”
- October 18, 2017, Mountain State Education West Virginia Cannabis Law & Business Conference 2017 (Charleston, West Virginia)
“Are You Covered? Insurance-Coverage Considerations for the Medical-Marijuana Industry”
- July 11, 2017, Reed Smith University
“2017 Insurance Challenges and Solutions: Focusing on the Shipping Industry”
- June 13, 2017, Reed Smith OnCourse
“2017 Insurance Challenges and Solutions: Focusing on the Shipping Industry”
- March 2, 2017, Strafford Webinar
“Insurance Bad Faith Pre-Trial Strategies: Demand Letters, Pleadings, Defenses, Damages, Bifurcation, and Experts” (panel)
- October 19, 2016, Henderson Brothers Education Series (Pittsburgh, Pennsylvania)
“Insurance Policy Review: Negotiating Enhancements to D&O and Cyber Coverage Before a Claim Hits”
- November 18, 2015, Reed Smith University
“Insurance Coverage in the Event of a Disease Outbreak”
- November 10, 2015, RIMS Pittsburgh Chapter (Pittsburgh, Pennsylvania)
“A Year In Review: The Pennsylvania Supreme Court’s Most Significant Insurance Coverage Decisions”
- May 15, 2015, Allegheny County Bar Association’s Health Law Section (Pittsburgh, Pennsylvania)
“Epidemics, Pandemics, and Insurance Coverage: Lessons ‘Learned’ from the 2014 Ebola Outbreak” (panel)
- June 2, 2014, Reed Smith University
“Hot Topics in Insurance Coverage – 2014 Edition”

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- January 14, 2014, Reed Smith University
"Products Liability 101: Insurance Recovery and Appellate Considerations"
- July 19, 2010, Reed Smith University
"Colorado River and Brillhart Abstention: Current Application and Effects on Insurance-Coverage Actions"

In the Press

- November 18, 2022, "[Bad Faith Bill Could Dull NY's 'Pro-Insurer' Edge](#)," *Law360*
- November 11, 2022, "[A medical cannabis firm in Pittsburgh just raised \\$18M. What's the state of Pennsylvania's weed laws?](#)," *Technical.ly*
- October 27, 2022, "[New Weed Products and Firms Mean Concerns, Opportunities for Underwriters](#)," *Insurance Journal*
- October 17, 2022, "[How Florida cannabis operators can weather fallout from Hurricane Ian](#)," *MJBizDaily*
- August 19, 2022, "[Insuring Psychedelic Therapy Key To Promising Industry](#)," *Law360*
- August 10, 2022, "[Cannabis Security: 3 Legal Considerations When Working at Dispensaries](#)," *Total Security Advisor*
- August 8, 2022, "[Cannabis Security: 9 Pro Tips to Protect a Growing Industry](#)," *Total Security Advisor*
- July 28, 2022, "[We Need Federal Action](#)," *Cannabis Business Times*
- July 27, 2022, "[New York's cannabis insurance landscape offers little guidance, big carrier participation](#)," *NY Cannabis Insider*
- July 27, 2022, "[Cannabis insurance Q&A with Michael Sampson](#)," *NY Cannabis Insider*
- July 18, 2022, "[Takeaways from Our Conversation with a Cannabis Business Plaintiff's Attorney](#)," *Insurance Journal*
- July 14, 2022, "[Cannabis Business Plaintiff's Attorney on Miscues That Should Get Insurers' Attention](#)," *Insurance Journal* (Podcast)
- July 8, 2022, "[Proposed Pennsylvania law could ease marijuana banking in state](#)," *MJBizDaily*
- July 7, 2022, "[New Pennsylvania pot law could shield banks from prosecution](#)," *Pittsburgh Post-Gazette*
- July 6, 2022, "[How Cannabis Companies Can Prepare Now to Prevent Cyberattacks](#)," *Cannabis Business Times*
- May 10, 2022, "[Jewish attorney to teach Pitt's first 'Cannabis in the Law' course](#)," *Pittsburgh Jewish Chronicle*
- May 4, 2022, "[Cyber Insurance is Critical, and It's More Nuanced Than You Think](#)," *Data Privacy LawTalk* (Podcast)
- April 28, 2022, "Higher Law: A New Cannabis Restructuring Practice | Pitt Law Creates a Cannabis Course | Cannabis Boosts Fox Rothschild's Revenue | What's a Marijuana License Worth?" *Law.com*
- April 25, 2022, "[3 Tips for Cannabis Businesses Looking to Shore Up Some Cybersecurity Protection](#)," *Cannabis Business Times*
- April 19, 2022, "[Lawsuit alleges 'cartel' colludes to keep cannabis prices high in Illinois. Industry members say there's no evidence for the allegations](#)," *Chicago Tribune*
- April 7, 2022, "[5 Tips for Establishing a Security Plan for Your Dispensary](#)," *Cannabis Business Times*
- February 5, 2022, "[Pennsylvania recalls hundreds of medical marijuana vape products with little explanation](#)," *Pittsburgh City Paper*
- February 4, 2022, "[Hundreds of Vape Products Recalled From Pennsylvania's Medical Cannabis Market](#)," *Cannabis Business Times*
- February 3, 2022, "[Pittsburgh Bridge Collapse Is Liability Reminder For Insurance](#)," *Law360*
- December 16, 2021, "[Higher Law: What's Next in 2022 | Bressler, Amery & Ross Adds Cannabis Law Counsel | 400 NY Towns Say 'No' to Legal Pot | I Malta Blazes Cannabis Trail in Europe](#)" *Law.com*
- December 3, 2021, "[Beyond the Show - A Podcast Interview Series with The Cannabis Industry's Brightest Minds](#)," *Cannabis Business Times* (Podcast)
- October 8, 2021, "[Many Insurers Remain Hesitant On Cannabis Biz Coverage](#)," *Law360*
- August 31, 2021, "[Insurers Brace For Ida Claims Amid High Construction Costs](#)" *Law360*

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- August 12, 2021, "[Product Liability Lawsuits Worth Watching in Cannabis](#)," *Insurance Journal* (Podcast)
- August 2021, "[Steering Clear of Spam](#)," *MJBizDaily*
- June 25, 2021, "[Slideshow: Honoring the top canines in cannabis on National Take Your Dog to Work Day](#)," *Hemp Industry Daily*
- June 23, 2021, "[Insurance Legislation & Regulation: Midyear Report](#)," *Law360*
- April 1, 2021, "[Extreme Winter Weather Causes Texas Risk Crises](#)," *Risk Management*
- December 23, 2020, "[Insuring Cannabis Summit: Legal Cannabis Space Moving at Light Speed](#)," *Insurance Journal*
- November-December 2020, "[Navigating Insurance Claims](#)," *Marijuana Business Magazine*
- October 9, 2020, "[Text-message ads from marijuana companies spur spam-related lawsuits](#)," *Marijuana Business Daily*
- October 1, 2020, "[Where Are All the Cannabis Lawsuits?](#)" *Insurance Journal* (Podcast)
- September 15, 2020, "Reopening Pennsylvania: Business Owners Cautiously Optimistic After Federal Judge's Ruling Against Gov. Wolf," *WTAE Action News*
- September 15, 2020, "[What a federal judge's ruling against Gov. Wolf does — and doesn't — mean for area restaurants and bars](#)," *WTAE.com*
- July 20, 2020, "[Pittsburgh law firm launches resource center for restaurant/bar sector](#)," *Pittsburgh Business Times*
- July 9, 2020, "[Cyber-Cannabis Insurance Space Screams for More Coverage](#)," *Insurance Journal* (Podcast)
- July 1, 2020 "[Local hospitality group seek delay on Allegheny County ban on alcohol sales and enforcement over Covid-19](#)," *Pittsburgh Business Times*
- June 26, 2020, "[Slideshow: Honoring the top canines in cannabis on National Take Your Dog to Work Day](#)," *Hemp Industry Daily*
- June 11, 2020, "[Most Cannabis Businesses Have Policies With Concerning Exclusions](#)," *Insurance Journal* (Podcast)
- June 5, 2020, "[Looting To Test Limits of Pot Dispensary Insurance Coverage](#)," *Law360*
- May 13, 2020, "[Cannabis insurance expert weighs in on protecting your business during unprecedented times](#)," *Marijuana Venture*
- May 12, 2020, "[For Medical Marijuana Companies, Financial Assistance During COVID-19 Crisis Is A Cure They Can't Get](#)," *Pittsburgh Current*
- May 5, 2020, "[Leech Tishman Taps Cannabis Pro To Lead Insurance Group](#)," *Law360*
- April 30, 2020, "[The Perilous Cannabis, Cyber, COVID-19 Connection](#)," *Insurance Journal*
- April 14, 2020, "[How Cannabis Businesses Can Respond to Coronavirus-Related Legal Claims](#)," *Cannabis Business Times*
- March 26, 2020, "[Cannabis Deemed an 'Essential' Business. Will Insurance Landscape Change?](#)," *Insurance Journal*
- March 25, 2020, "[Insurance Tips for Cannabis Businesses in Time of Crisis](#)," *Cannabis Business Times*
- March 12, 2020, "[Booming Cannabis Conference Business Isn't Immune to Coronavirus Fears](#)," *Insurance Journal*
- March 10, 2020 "[Cannabis Product Liability: How to Protect Your Business from Catastrophe](#)," *Cannabis Business Times*
- December 19, 2019, "[Massive MJBizCon in Vegas Reveals Coverage Gaps, Little Insurance Understanding](#)," *Insurance Journal*
- December 16, 2019, "[Experts Consider The Future of Cannabis in Pennsylvania](#)," *WESA's The Confluence*
- November 2019, "[Whose Faith Matters? The Fight for Religious Liberty Beyond the Christian Right](#)," *Columbia University Law School Law, Rights, and Religion Project*
- June 27, 2019, "[Champion of religious freedom Michael Sampson scores win for the Amish](#)," *Pittsburgh Jewish Chronicle*
- June 3, 2019, "[Deal Ends Amish Woman's Stand Against Immigration Photo](#)," *Law360*
- May 29, 2019, "[Indiana Amish couple could set new religious freedom precedent with lawsuit settlement](#)," *Indianapolis Star*
- May 29, 2019, "[Amish Couple Settles Lawsuit Over Photos Their Faith Forbids](#)," *Associated Press*

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- October 22, 2018, "[Amid Natural Disasters, Cannabis Companies Have Insurance Coverage Options](#)," *Cannabis Business Times*
- September 5, 2018, "[Amish couple sues 2 agencies over photos their faith forbids](#)," *Associated Press*
- September 5, 2018, "[Amish Couple Seeks to Nix Photo Requirement for Residency](#)," *Law360*
- May 29, 2018, "Kilauea activity raises insurance coverage considerations for business," *Hawai'i Public Radio's The Conversation*
- January 9, 2018, "[DOJ's Reversal of Cannabis Protections Could Impact Private Business Contracts](#)," *Cannabis Business Times*
- January 6, 2018, "[Attorney General Jeff Sessions' war on pot may become a war on small business](#)," *CNBC*
- December 4, 2017, "[Pa. Judge Defends \\$60M Award in Asbestos Coverage Fight](#)," *Law360*
- October 23, 2017, "[Natural disasters spotlight lack of insurance options for cannabis industry](#)," *The Cannibist*
- October 18, 2017, "[Wildfires expose glaring risk in legal cannabis: lack of insurance](#)," *Green State*
- October 4, 2017, "[Pennsylvania Powerhouse: Reed Smith](#)," *Law360*
- September 29, 2017, "[Insurer self-interest, ill-will not prerequisites in Pennsylvania bad faith claims: Court](#)," *Business Insurance*
- June 18, 2017, "[Insurance: Reed Smith; Legal and Litigation Departments of the Year](#)," *The Legal Intelligencer*
- June 16, 2017, "[Insurer To Pay MSA An Extra \\$2M In Fees In Asbestos Fight](#)," *Law360*
- May 18, 2017, "[MSA Wants \\$2M More In Fees In North River Asbestos Fight](#)," *Law360*
- April 25, 2017, "[North River Can't Overturn \\$58M Damages In Asbestos Fight](#)," *Law360*
- February 15, 2017, "[MSA awarded \\$46.9M in breach of contract suit](#)," *Pittsburgh Business Times*
- February 15, 2017, "[MSA Awarded \\$47M in Punitives Over Insurer's Bad Faith](#)," *Law360*
- April 15, 2016, "[Pom Ruling Controls Diet Drugs False Ad Claims: 9th Circ.](#)," *Law360*
- November 4, 2015, "[Insurer Can't Invoke Employer Exclusion In Injury Spat](#)," *Law360*
- June 11, 2015, "Pa. Judge Stands By Asbestos Ruling Favoring Policyholders," *Law360*
- June 2, 2015, "Justices Decline to Broadly Interpret Policy Terms," *The Legal Intelligencer*
- May 27, 2015, "[Pa. Justices Narrow Employer Liability Exclusions](#)," *Law360*
- November 11, 2014, "[As Ebola Threat Fades, Risks Remain](#)," *Dow Jones & Company, Inc.*
- October 27, 2014, "[Potential spread of Ebola virus raises insurance coverage concerns](#)," *Business Insurance*
- January 27, 2009, "Inmate charges prison guard with sexual attack, threats," *Pittsburgh Post-Gazette*
- January 27, 2009 "[Jury to decide whether prisoner was sexually assaulted](#)," *Pittsburgh Post-Gazette*
- March 5, 2008, "[PG asks court to open hearings in Upper St. Clair case](#)," *Pittsburgh Post-Gazette*
- February 29, 2008, "Post-Gazette appeals closing of juvenile case," *Pittsburgh Post-Gazette*
- February 26, 2008, "[PG denied access to USC rape hearing](#)," *Pittsburgh Post-Gazette*
- June 26, 2007, "Charities work to resolve dispute over estate," *Pittsburgh Post-Gazette*
- October 28, 2006, "[Amish couple files suit over photo rule](#)," *Associated Press*
- October 27, 2006, "[Amish couple suing U.S. over photo rule](#)," *Pittsburgh Post-Gazette*

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Cannabis

The cannabis industry is unique. It is rare that a new industry bursts onto the commercial landscape. Rarer still is when that new industry quickly becomes a multi-billion dollar juggernaut. According to Forbes, spending on legal cannabis worldwide is expected to reach \$57 billion by 2027.

This fast-paced, dynamic industry presents some unusual legal challenges – most notably, how can any business participate in this industry given that the use, sale, and possession of marijuana remains illegal in the United States under federal law? In navigating this new industry, it is important to engage legal counsel who understand the nuances of the cannabis industry as well as federal law and public policy as it relates to cannabis.

Despite these challenges, businesses that are part of or are ancillary to the cannabis industry are essentially no different than many other businesses. They require the same types of legal advice regarding corporate structure, commercial relationships, contracts, real estate, intellectual property, insurance, labor and employment, and many other legal issues. As such, it is important to engage business-minded counsel who can provide sound commercial and legal advice generally.

The attorneys in Leech Tishman's Cannabis Group are able to meet all of these needs – they marry a keen understanding of the cannabis industry with a broad-based legal platform. Leech Tishman provides high-quality and cost-effective legal services to the cannabis industry.

The Cannabis Industry

As of June 2021, 17 states, as well as the District of Columbia and Guam, have legalized recreational marijuana. In addition, almost 80% of states allow for the use of medical marijuana.

In addition, the 2018 Farm Bill de-scheduled "hemp" as an illegal controlled substance in the United States. As a result, across the country, a number of businesses are now growing and selling hemp or hemp-derived products. In particular, a booming market for hemp-derived CBD products has developed.

As the cannabis industry continues to grow, sound legal advice becomes increasingly necessary. The legal issues facing the cannabis industry are complex and ever-changing, as each state determines the legality of medical marijuana, recreational marijuana, or both. Today, states even have their own laws regarding hemp, which further creates a patchwork legal landscape.

Therefore, companies operating in this space must address the tension between state and federal law as well as varying state laws, changing regulations, insurance coverage and risk management issues, investment and governance concerns, employment challenges, and more. Start-ups and/or seasoned entrepreneurs also face additional legal challenges as they try to grow in this emerging marketplace.

Leech Tishman's Cannabis Group was created to provide comprehensive guidance to cannabis companies of all types and sizes, whether they "touch" the plant or not, including dispensaries, growers, and brands. Our attorneys also assist ancillary businesses that work directly with cannabis companies or operate in or adjacent to the cannabis industry, including, for example, investors and banks; doctors; service companies, such as advertising, packaging, and logistics companies; and real estate brokers, owners, landlords, or developers.

Our Services

Our multi-disciplinary practice group has assisted and can assist clients address complex cannabis-related issues in various legal areas, including:

Colleges & Universities

- Athletics
- Career services
- Drug and other policies
- Federal funding
- Landlord-tenant
- Research
- Sponsorship

Corporate, Investment, and Transactional

- Application for listing on Nasdaq Stock Exchange
- Business audits
- Business entity consultation, formation, and structuring
- Commercial agreements
- Corporate governance
- Creation of operational / business plans
- Cybersecurity and liability
- Domestic and cross-border financing transactions
- Drafting and/or revising operating and shareholder agreements to prepare for potential of taking your cannabis company public
- Due diligence
- E-commerce
- Exit strategy
- Identifying struggling cannabis companies in heavily regulated states and navigating the state approval process for acquisition/assignment of licenses
- Investor relations
- Mergers and acquisitions
- Operating and shareholder agreements
- Preparing your cannabis company for investments/sale opportunities
- Privacy
- Purchase or sale of businesses
- Securities law compliance
- Valuation matters
- Venture capital and business financing arrangements

Employment & Labor

- Compliance with state and federal law
- Drafting employment policies specific to medical cannabis
- Drug testing and hiring of medical cannabis card holders
- Discipline for medical cannabis users
- Hiring requirements for grower/processors
- Training on medical cannabis and the workplace
- Workplace safety

Environmental

- Disposal
- Environmental impacts
- Hazardous materials
- Land use
- Natural resource protection
- Pesticide use
- Water quality, supply and rights

Federal & Criminal Law Considerations

- Aiding-and-abetting liability
- Anti-money laundering statutes
- Contract enforcement
- Federal public policy
- Federalism considerations
- Federal legislation
- Likelihood of prosecution
- U.S. Controlled Substances Act

Government Policy & Affairs / Regulatory

- Challenging statutes and administrative decisions
- Federal Trade Commission (FTC)
- Food and Drug Administration (FDA)
- Industry-related regulations
- Regulatory compliance and lobbying

Health Law

- Hospital compliance
- Research and development
- Think-tanks
- University research centers

Immigration

- Adjustment of status applications
- Audits
- Border crossing issues
- Global migration/international intracompany transfers
- Government immigration audits/enforcement actions
- Labor certification
- Labor condition applications
- Regulatory compliance
- Training/education

Insurance Coverage

- Claims
- Commercial agreements
- Compliance with state law
- Litigation and alternative dispute resolution
- Policy reviews
- Policy placement and renewals
- Product recalls
- Risk management best practices
- Risk transfer

Intellectual Property

- Licensing
- Marketing and branding
- Patent registration and prosecution, including cannabis compositions, drug formulations, methods of preparation, or specific plant patents
- Trade secrets
- Trademarks

Litigation

- Appellate
- Alternative dispute resolution
- Application appeal process
- Class actions
- Commercial
- Debt collection
- Insurance coverage
- Product liability
- Regulatory actions and appeals
- Subpoena response
- Telephone Consumer Protection Act (TCPA)

Real Estate

- Advanced planning to address land use and zoning issues
- Applications for grower and processor and dispensary licenses
- Expansion and ancillary development considerations for dispensaries – practical approach to take advantage of value created with successful dispensary in a retail area
- Landlord considerations for leasing to cannabis businesses
 - Gross sales rent structures
 - Eviction considerations
 - Impacts on ability to finance property
 - Insurance considerations
 - Risk transfer
- Licensing certification process for successful applicants
- Sale-leasebacks
- Structuring investment structures/joint venture agreements
- Real estate transactions (acquisitions and leasing), including land use and zoning approvals
- U.S. Controlled Substances Act and other federal law considerations

Taxation

- Federal and state tax planning and advice
- IRS filings and audits

In this rapidly growing and ever-changing new industry, it is critical to have a multi-disciplinary team that knows the cannabis industry available to guide clients in all aspects of the law.