



AlaFile E-Notice

03-CV-2024-901501.00

To: TIM MCCOLLUM
tim.mccollum@themccollumfirm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

AVAIL PROFESSIONAL SERVICES ET AL V. CHEY LINDSEY GARRIGAN ET AL
03-CV-2024-901501.00

The following complaint was FILED on 9/23/2024 11:53:59 AM

Notice Date: 9/23/2024 11:53:59 AM

GINA J. ISHMAN
CIRCUIT COURT CLERK
MONTGOMERY COUNTY, ALABAMA
251 S. LAWRENCE STREET
MONTGOMERY, AL, 36104

334-832-1260



ELECTRONICALLY FILED
9/23/2024 11:53 AM
03-CV-2024-901501.00
CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA
GINA J. ISHMAN, CLERK

State of Alabama Unified Judicial System Form ARCiv-93 Rev. 9/18	COVER SHEET CIRCUIT COURT - CIVIL CASE (Not For Domestic Relations Cases)	Case: 03 Date of Filing: 09/23/2024 Judge Code:
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GENERAL INFORMATION

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA
AVAIL PROFESSIONAL SERVICES ET AL v. CHEY LINDSEY GARRIGAN ET AL

First Plaintiff: Business Individual Government Other
First Defendant: Business Individual Government Other

NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:

<p>TORTS: PERSONAL INJURY</p> <input type="checkbox"/> WDEA - Wrongful Death <input type="checkbox"/> TONG - Negligence: General <input type="checkbox"/> TOMV - Negligence: Motor Vehicle <input type="checkbox"/> TOWA - Wantonness <input type="checkbox"/> TOPL - Product Liability/AEMLD <input type="checkbox"/> TOMM - Malpractice-Medical <input type="checkbox"/> TOLM - Malpractice-Legal <input type="checkbox"/> TOOM - Malpractice-Other <input type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX - Other: _____ <p>TORTS: PERSONAL INJURY</p> <input type="checkbox"/> TOPE - Personal Property <input type="checkbox"/> TORE - Real Property <p>OTHER CIVIL FILINGS</p> <input type="checkbox"/> ABAN - Abandoned Automobile <input checked="" type="checkbox"/> ACCT - Account & Nonmortgage <input type="checkbox"/> APAA - Administrative Agency Appeal <input type="checkbox"/> ADPA - Administrative Procedure Act <input type="checkbox"/> ANPS - Adults in Need of Protective Service	<p>OTHER CIVIL FILINGS (cont'd)</p> <input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/ Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> CVRT - Civil Rights <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CTMP - Contempt of Court <input type="checkbox"/> CONT - Contract/Ejection/Writ of Seizure <input type="checkbox"/> TOCN - Conversion <input type="checkbox"/> EQND - Equity Non-Damages Actions/Declaratory Judgment/ Injunction Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> CVUD - Eviction Appeal/Unlawful Detainer <input type="checkbox"/> FORJ - Foreign Judgment <input type="checkbox"/> FORF - Fruits of Crime Forfeiture <input type="checkbox"/> MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition <input type="checkbox"/> PFAB - Protection From Abuse <input type="checkbox"/> EPFA - Elder Protection From Abuse <input type="checkbox"/> QTLB - Quiet Title Land Bank <input type="checkbox"/> FELA - Railroad/Seaman (FELA) <input type="checkbox"/> RPRO - Real Property <input type="checkbox"/> WTEG - Will/Trust/Estate/Guardianship/Conservatorship <input type="checkbox"/> COMP - Workers' Compensation <input type="checkbox"/> CVXX - Miscellaneous Circuit Civil Case
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ORIGIN: F **INITIAL FILING** A **APPEAL FROM DISTRICT COURT** O **OTHER**
 R **REMANDED** T **TRANSFERRED FROM OTHER CIRCUIT COURT**

HAS JURY TRIAL BEEN DEMANDED? **YES** **NO** Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)

RELIEF REQUESTED: **MONETARY AWARD REQUESTED** **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE: MCC069 9/23/2024 11:53:58 AM /s/ TIM MCCOLLUM
Date Signature of Attorney/Party filing this form

MEDIATION REQUESTED: **YES** **NO** **UNDECIDED**

Election to Proceed under the Alabama Rules for Expedited Civil Actions: **YES** **NO**

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

CHRIS DUSSOLD, Ph.D., AVAILPROSERVE,)
a Missouri Corporation,)
)
Plaintiffs,)
)
v.)
)
CHEY LINDSEY GARRIGAN, ALABAMA)
CANNABIS INDUSTRY ASSOCIATION, an)
Alabama nonprofit corporation,)
)
Defendants.)

CIVIL ACTION NO. _____

COMPLAINT

Plaintiffs Avail Professional Services, LLC (Avail), and Chris Dussold (Dussold) (collectively, "Plaintiffs"), file this Complaint against Defendants Chey Lindsey Garrigan (Garrigan), and the Alabama Cannabis Industry Association (ACIA, or Association) (collectively, "Defendants"), and states as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Chris Dussold is a resident of Illinois. Through Avail, Dussold is a member of the Alabama Medical Cannabis Association (AMCA), conducting business in Montgomery and throughout Alabama.

2. Avail is a Missouri limited liability company conducting business in Alabama, providing finance and accounting services to members of the medical cannabis industry in Alabama.

3. Chey Lindsey Garrigan is an adult resident of Alabama who represents herself as an advocate for the legalization of cannabis and regularly conducts business in Montgomery on

behalf of the Association, lobbying legislators and meeting with the Governor and the Alabama Attorney General on issues facing the cannabis industry in Alabama.

4. The Association is a domestic nonprofit (501(c)(6) corporation with its principal office at 7907 Parkway Drive, Leeds, Alabama 35094. The Association, through Garrigan, regularly conducts business in Montgomery County, promoting the legalization of cannabis.

5. Jurisdiction is proper in this Court pursuant to Ala. Code § 12-11-30, and venue is proper in this Court pursuant to § 6-3-7.

II. FACTUAL BACKGROUND

6. The selection and awarding of licenses related to the newly minted medical cannabis industry has been fraught with growing pains, including various lawsuits and restraining orders sought by those entities seeking to rectify issues related to the award process.

7. The delays caused by the conduct of the Commission and its staff were widely known and publicized within Alabama. The issues raised by the various court actions were certain to delay any meaningful award of licenses and were known within the boundary of Alabama to mean a months-long backlog of license issuances, and the uncertainty of the industry's beginnings was of constant debate.

8. Garrigan and the Association, avid market participants by their own admission, were aware that the delay in the awarding process would not be resolved in any near foreseeable future, and certainly not by October 13, 2023 (the date of the anticipated conference made the subject of this suit.)

9. As of the filing of this matter, there are still license awards for integrated facilities and dispensaries (the backbone of the medical cannabis industry) yet to be awarded.

10. Despite this knowledge, Garrigan and the Association began to market an industry conference and celebration of the license awards. Garrigan and the Association solicited unsuspecting cannabis industry companies and individuals to participate and sponsor conference-related events.

11. Avail is a full-service financial advisory and accounting firm that provides clients with due diligence, strategy, accounting, and finance planning services. Dussold is its owner.

12. Avail and Dussold regularly participate in cannabis industry events around the United States.

13. Dussold was introduced to Garrigan and the Association through an individual he had done business with on several occasions, David Morrissey, who informed him that Garrigan and her Association were well-connected with the Alabama Medical Cannabis Commission (Commission).

14. Through a Zoom call initiated by Garrigan in the summer of 2023, Dussold and Garrigan discussed her connections to political figures, with Garrigan intimating her integral involvement with the creation of the Commission as well as her connection to the industry and the process of its creation in Alabama.

15. During this Zoom call, a discussion was also had about the alleged conference she was planning, seeking sponsors for the conference in exchange for certain levels of recognition before and during the conference.

16. Garrigan communicated with Dussold, culminating with Dussold agreeing to a sponsorship in the Conference to be held in Birmingham, Alabama on October 13, 2023.

Exhibit A, attached to this complaint and incorporated herein, is the agreement that was entered into by Dussold with Garrigan and her association on August 1, 2023.

17. As a result of the representations by Garrigan, Dussold entered into the sponsorship agreement and paid to Garrigan and her Association the sum of \$15,000.00 for said sponsorship.

18. Exhibit A outlines that the sponsorship level was to ensure certain marketing of Dussold and Avail was to take place in social media. Upon information and belief, Dussold and Avail's likeness and image were co-opted by Garrigan and the Association to lure other businesses familiar with Dussold and Avail, successfully obtaining sponsorships from these other vendors and businesses because of Dussold's and Avail's agreement to sponsorship. Several other vendors and businesses agreed to sponsorships after Avail had done so, leading the Association to profit more from Avail's sponsorship.

19. An invoice reflecting the date of August 1, 2023 was submitted to Dussold and Avail, attached hereto as Exhibit B.

20. On August 2, 2023, Garrigan sent Dussold wiring instructions for funds transfer of the conference sponsorship, attached hereto as Exhibit C to this complaint.

21. Said wire transfer was completed on August 5, 2023, and Garrigan and the Association received monies from Dussold and Avail. Attached hereto as Exhibit D is the transfer confirmation.

22. Upon information and belief, the marketing done for Dussold consisted of a single post on the social media outlet LinkedIn put out by the Association that received only limited viewing, the only registered reactions to the post came from Dussold and those connected to his organization.

23. Other marketing services were allegedly performed through a marketing firm that sent a communication to all the sponsors indicating that the firm was no longer employed by the Association, stating that the marketing services would then be continued by the Association. Exhibit E is an e-mail communication from Digital Venture Partners stating that as of September 30, just weeks before the scheduled date of the conference, they would no longer represent the Association and that all planning, marketing, and other conference logistics would be handled by the Association.

24. On October 4, 2023, notice was sent to several sponsors that the conference, which had originally been planned for October 13, 2023, barely eleven days before the scheduled event, the conference was being “postponed.” Exhibit F is the e-mail from Chey Garrigan.

25. On October 22, 2023, a week beyond the originally contracted for event scheduled for October 13, 2023, Dussold was forced to send a communication to Garrigan for a return of the \$15,000.00 sponsorship fee. The time for performance had passed and Dussold and Avail were due the return of funds. Attached hereto as Exhibit G is the communication demanding the return of the fee.

26. As of this filing, neither Garrigan nor the Association has communicated with Dussold or Avail concerning any return of funds.

COUNT ONE

BREACH OF CONTRACT

27. Plaintiffs incorporate the preceding paragraphs as though fully set out herein.

28. There existed a valid contract for the sponsorship of an event during the Associations planned Conference to be held on October 13, 2023

29. Dussold was required to pay a total of \$15,000.00 as consideration for the marketing of Dussold and Avail both before and during the conference to be held on October 13, 2023. Dussold paid the sponsorship fee.

30. Defendants did not perform under the agreement, to wit: the conference was not held on the agreed date of October 13, 2023. Through communication defendants admitted to their breach; Exhibit F demonstrates that Garrigan nor the Association intended to return the money and were instead going to apply the money received toward an undetermined future conference.

31. Plaintiffs have demanded a return of the sponsorship money since the agreed to event did not take place.

32. Defendants have not returned the sponsorship money and have not communicated with the Plaintiffs in any manner regarding the funds return.

33. Defendants breached the agreement entered into and are still in breach of the agreement.

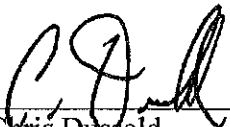
34. The Plaintiffs have been damaged. Dussold and Avail have not received a refund of the sponsorship fee of \$15,000.00 and have incurred losses for the past four months, with each day costing the Plaintiffs more as they cannot use the money being unlawfully withheld by the Defendants. Furthermore, the Plaintiffs have employed legal counsel to file suit to obtain the return of the money and expenses incurred because of the breach by the Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs asks that the Court enter judgment in its favor and against Defendants for compensatory damages, costs, interest, and its attorneys' fees, along with other, further, and different relief as this Court deems just and appropriate.

VERIFICATION OF COMPLAINT

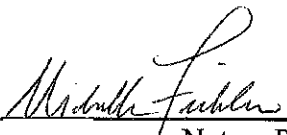
I, CHRIS DUSSOLD, have read the foregoing verified complaint and declare that the factual statements contained therein are both true and correct.

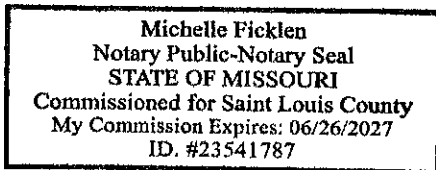

Chris Dussold

STATE OF MISSOURI

COUNTY OF ST. LOUIS

Affirmed and signed before me on this 2nd, day of April, 2024, CHRIS DUSSOLD, who is personally known to me or has produced sufficient government-issued identification, personally appeared before me at the time of notarization and who, after being given the oath, signed and acknowledged signing the foregoing verification in support of the verified complaint.


Notary Public



My Commission Expires: 06/26/2027

/s/ F. Tim McCollum
F. Tim McCollum (MCC069)
Attorney for Plaintiffs

OF COUNSEL:

McCollum Firm, P.C.
421 Emery Drive
Hoover, AL 35244
Telephone: (334) 300-1633
tim@mccollumfirm.com

DEFENDANTS TO BE SERVED BY CERTIFIED MAIL

EXHIBIT A

AMCC SPONSORSHIP AGREEMENT

Chief Executive Director

Alabama Cannabis Industry Association

John M Snook Dr, Suite 1061 - Orange Beach, AL 36561

August 1, 2023

Christopher K. Dussold Ph.D.

Managing Partner - Avail Professional Services

130 S. Bemiston Ave, Suite 700 - St. Louis, MO 63105

Sponsorship Agreement for Alabama Medical Cannabis Conference Opening Night Industry Mixer

Dear Dr. Dussold,

We are thrilled to confirm the sponsorship of the Opening Night Industry Mixer at the Alabama Medical Cannabis Conference, to be held on October 13th, 2023, by **Avail Professional Services** ("Sponsor"). On behalf of the **Alabama Cannabis Industry Association** ("ACIA"), we express our gratitude for your commitment to supporting our event and the medical cannabis industry in Alabama.

The terms of the sponsorship agreement are outlined below:

Sponsorship Amount:

The Sponsor agrees to provide a sponsorship contribution of \$15,000 to support the Alabama Medical Cannabis Conference Opening Night Industry Mixer. Sponsorship Deliverables:

As the Opening Night Mixer Sponsor, the Sponsor shall receive the following benefits:

a. Recognition:

- The Sponsor will be prominently recognized as the Opening Night Mixer Sponsor in all marketing materials and event communications related to the Alabama Medical Cannabis Conference.
- A designated leader from Avail will have the opportunity to provide remarks during event.

b. Logo Placement:

- The Sponsor's logo will be prominently displayed on event banners and signage at the mixer venue, ensuring maximum visibility throughout the event.

c. Digital Marketing:

- The Sponsor will receive acknowledgment as the Opening Night Mixer Sponsor on ACIA's official social media channels. Additionally, the Sponsor's logo will be included in pre- event promotional emails to attendees and on the official conference site.

d. Attendee Engagement:

- The Sponsor will have the opportunity to provide branded items for distribution during the Opening Night Industry Mixer, allowing for increased brand exposure and engagement with conference attendees.
- The Sponsor will be provided prominent speaking or moderation space for one (1) panel during the conference, with details to be agreed upon at a later date.

e. Complimentary Registrations:

- ♦ The Sponsor will be entitled to four (4) full-access conference passes for the company's representatives, granting them access to all conference sessions and networking opportunities.

Payment Terms:

The sponsorship contribution of \$15,000 shall be payable by wire transfer as follows:

Within 5 days of executed contract.

Agreement Duration:

- This sponsorship agreement shall be in effect from the date of execution until the conclusion of the Alabama Medical Cannabis Conference on October 13th, 2023.

Governing Law:

- This agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Termination:

- In the event of any material breach of this agreement by either party, the non-breaching party may terminate this sponsorship agreement with written notice to the

breaching party. In such a case, any outstanding amounts owed by the Sponsor shall remain due and payable.

Confidentiality:

- Both parties agree to keep the terms and conditions of this agreement confidential and shall not disclose any details to third parties without the prior written consent of the other party, except as required by law.

Please indicate your acceptance of this sponsorship agreement by signing and returning a copy of this letter by August 5th. Upon receipt of your signed acceptance, we will proceed with the necessary arrangements for the sponsorship benefits.

Thank you once again for your generous support of the Alabama Medical Cannabis Conference. We look forward to collaborating with Avail Professional Services to make the Opening Night Industry Mixer a resounding success.

If you have any questions or require further information, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Chey Garrigan

Chief Executive Director - Alabama Cannabis Industry Association

Accepted and agreed:

Christopher K. Dussold Ph.D. - Avail Professional Services



A handwritten signature in black ink, appearing to be 'C. J. [unclear]', is written over a solid horizontal line.

[Signature]

Attachments: [Include any necessary attachments, such as W-9 form or logo files]

EXHIBIT B

Alabama Cannabis Industry Association

EIN 320612441

25778 John M. Snooks 1061

Orange Beach Alabama 36561 U.S.A

INVOICE

INV-000430

Balance Due

\$15,000.00

Bill To

Christopher K. Dussold

130 S. Bemiston Ave. Suite 700 St. Louis

63105 Missouri U.S.A

Subject :

Alabama Medical Cannabis Conference

Invoice Date : 01 Aug 2023

Terms : Due on Receipt

Due Date : 01 Aug 2023



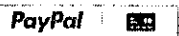
1	Exclusive Opening Night Mixer Sponsor	1.00	15,000.00	15,000.00
	AMCC Sponsorship Agreement. Exclusive Sponsor of the opening			
	night mixer. Prominently recognized on all social media and			

conference communications, a opportunity to do an introduction
by a designated leader from Avail Professionals, logo &
recognition
on pre-conference promotional marketing material (banners,
signage, radio & TV) 1 exhibit booth, 1 panel, 4 tickets,

Sub Total	15,000.00
Total	\$15,000.00
Balance Due	\$15,000.00

Notes

Thanks for your business.

Payment Options 

Terms & Conditions

Payable: Alabama Cannabis Industry Association Merchant & Marine Bank

Routing Number:

065301362

Account Number:

10112557480

EXHIBIT C

From: Chey Garrigan <garriganchey@gmail.com>
Sent: Wednesday, August 2, 2023 10:21 AM
To: Christopher K. Dussold, Ph.D.
Subject: Alabama Cannabis Wire Instructions

Sent from Chey Lindsey Garrigan's iPhone

**INSTRUCTIONS FOR
INCOMING WIRES**

MERCHANTS & MARINE BANK

RECEIVING ABA: **065403370**
RECEIVING BANK NAME: FIRST NATIONAL BANKER'S BANK
ADDRESS: 7813 Office Park Blvd
Baton Rouge, LA 70809

BENEFICIARY BANK: MERCHANTS & MARINE BANK
ADDRESS: 3118 PASCAGOULA STREET
PASCAGOULA, MISSISSIPPI 39567-4215
BBK ACCOUNT NUMBER: **065301362**

CREDIT TO BENEFICIARY: Alabama Cannabis Industry Association

BENEFICIARY ACCOUNT #: **10112557480**
BENEFICIARY ADDRESS: 1832 W. Beach Blvd, 402C, Gulf Shores, Alabama 36542

**Questions about wires should be directed to:
Merchants & Marine Bank Wire Department (228) 934-1211**

Merchants & Marine incoming wires are received by our correspondent bank (First National Bankers Bank), and then credited to M&M Bank for further credit to our customer's account

EXHIBIT D

Triad Bank / Domestic Wire Transfer

Avail Professional Services LLC
 Account: *5289
 Confirmation:

EIN: 452831941
 513 Ripson Bridge Ave
 Sorento, IL 62086

Payment Information

Amount	\$5,000.00	Submitted By	cdussold
From Account	*5289	Approved By	cdussold
Date	08/08/2023	Description	Sponsorship

Recipient Information

Name	Alabama Cannabis Industry Associati
Account Number	10112557480
Account Type	Checking
Address	

Recipient Financial Institution

Name	FST NAT BANKERS BK
Routing Number	065403370
Address	

Beneficiary Institution

Name	Merchants & Marine
Routing Number	065301362
Reference Code	
Address	

Triad Bank / Domestic Wire Transfer

Avail Professional Services LLC
 Account: *5289
 Confirmation:

EIN: 452831941
 513 Ripson Bridge Ave
 Sorento , IL 62086

Payment Information

Amount	\$5,000.00	Submitted By	cdussold
From Account	*5289	Approved By	cdussold
Date	08/08/2023	Description	Sponsorship

Recipient Information

Name	Alabama Cannabis Industry Associati
Account Number	10112557480
Account Type	Checking
Address	

Recipient Financial Institution

Name	FST NAT BANKERS BK
Routing Number	065403370
Address	

Beneficiary Institution

Name	Merchants & Marine
Routing Number	065301362
Reference Code	
Address	

Triad Bank / Domestic Wire Transfer

Avail Professional Services LLC
Account: *5289
Confirmation:

EIN: 452831941
513 Ripson Bridge Ave
Sorento , IL 62086

Payment Information

Amount **\$5,000.00**
From Account ***5289**
Date **08/10/2023**

Submitted By **cdussold**
Approved By **cdussold**
Description **Sponsorship**

Recipient Information

Name **Alabama Cannabis
Industry Associati**
Account Number **10112557480**
Account Type **Checking**
Address

Recipient Financial Institution

Name **FST NAT BANKERS
BK**
Routing Number **065403370**
Address

Beneficiary Institution

Name **Merchants & Marine**
Routing Number **065301362**
Reference Code
Address

EXHIBIT E

From: Jocelyn Farrisior <jocelyn@digitalventure.partners>
Sent: Friday, September 22, 2023 2:14 PM
To: amandadussold@yahoo.com <amandadussold@yahoo.com>; Christopher K. Dussold, Ph.D. <cdussold@availproserve.com>; Paul Bocci <pbocci@availproserve.com>
Cc: Andrew Farrisior <andrew@digitalventure.partners>
Subject: Transition of Event Planning Responsibilities

Dear Chris and team,

We trust this message finds you in good spirits. We are writing to provide you with an important update regarding our involvement in the planning of the Alabama Medical Cannabis Conference scheduled for October.

Our role in assisting the Alabama Cannabis Industry Association (ACIA) with the organization of this event has been an incredible journey. We are proud of the progress we have made together. However, we would like to inform you that our active involvement in planning this event will conclude on September 30th, 2023.

From October 1st onwards, the primary responsibility for all matters related to the conference, including inquiries, logistics, and coordination, will transition fully to the capable hands of the Alabama Cannabis Industry Association. They will be your dedicated point of contact for any questions regarding registration, sponsorship, exhibition opportunities, and general conference information. You can reach them at [ACIA Contact Email] or visit their website at [ACIA Website URL].

We would like to express our sincere gratitude for your support and collaboration during our time working together. The Alabama Medical Cannabis Conference is poised to be an outstanding event, and we have every confidence that ACIA will continue to deliver a successful and impactful conference.

If you have any pending matters or require assistance before September 30th, please do not hesitate to reach out to us, and we will be happy to assist you.

Thank you for your understanding, and we look forward to witnessing the continued growth and success of this conference under ACIA's stewardship.

Warm regards,

--

Jocelyn Farrisior
Director of Organizational Engagement and Strategy
Digital Venture Partners
Oxford, AL
jocelyn@digitalventure.partners

EXHIBIT F

October 4, 2023 – For Immediate Release

The inaugural Alabama Medical Cannabis Conference has been postponed.

On Wednesday the **Alabama Cannabis Industry Association (ACIA)** announced that their inaugural Alabama Medical Cannabis Conference has been postponed after Alabama Medical Cannabis Commission (AMCC) voted in September to stay the issuing of the cannabis licenses. Early indications are that the AMCC will extend their stay until their November meeting.

“The inaugural 2023 Alabama Medical Cannabis Conference was planned to compliment the Alabama Medical Cannabis Commission, support the licensees, and celebrate the fact that in a few short months Alabamians with a legitimate medical need would finally be able to legally obtain lawfully grown Alabama cannabis to treat their conditions,” the ACIA wrote in a statement. “We anticipated being able to register patients and provide CME credits to physicians.”

“Unfortunately, the ongoing legal drama around the issuing of the license means that at this point in time, holding the conference on October 13, 2023, would be counterproductive,” the ACIA continued. “We, at the Alabama Cannabis Industry Association, have consulted with our advisors, the presumptive licensees, and our legal counsel; and determined that the time is not right to celebrate the legalization of medical cannabis in Alabama as a timeline for issuing the license and getting the industry up and running would be speculative at best right now. The conference has had to be postponed.”

In June, AMCC announced inaugural license awards; then days later stayed the issuing of the licenses. Litigation ensued and in August they did it over again – with some licensees losing their license – in August. That did nothing to satisfy the plaintiffs who have sued the AMCC. Lawsuits and litigants have only multiplied,

“The awardees are concerned that under the present circumstances anything they say and do will be used against them in pending and possible future litigation,” the ACIA continued. There is also a strong possibility that the commission may have a new round of license awards and there is presently no clarity in what that will look like or even if the presumptive licensees will all still be awarded licenses if the Alabama Medical Cannabis Commission awards licenses for a **third** time.”

“For these reasons and the fact that building the future medical cannabis grow and process facilities are at a standstill pending the actual issuing of the licenses, we felt we could not move forward with the conference at this time,” the ACIA stated. “All attendees and exhibitors will receive credit toward future events.”

It is expected that the AMCC expects to reissue the license awards at a meeting in November. The issue of who gets the limited number of licenses to grow, process, and dispense medical cannabis in the state of Alabama will likely ultimately be decided by a court and subject to appeal. It likely will not be decided before this year is over.

The ACIA will reschedule when they know more about when licenses will be issued and who the final licensees are.

“Expect more information on upcoming events in the coming months as we all look forward to the day that Alabamians with a diagnosed medical need can finally get the Alabama grown cannabis they need,” the ACIA concluded.

Chey Garrigan is the founder and executive director of the ACIA.

The Alabama Legislature passed, and Governor **Kay Ivey** (R) signed medical cannabis legalization in 2021. That legislation created the AMCC which was tasked with regulating the industry and making the license awards.

1. *To connect with the author of this story or to comment, email*

brandonmreporter@gmail.com

From: Christopher K. Dussold, Ph.D. <cdussold@availproserve.com>
Sent: Sunday, October 22, 2023 5:54 AM
To: Chey Garrigan
Subject: Return of Sponsorship Fee

Ms. Garrigan,

I have not heard from you in over a week nor have I seen the return of the sponsorship fee as requested. As you know, the conference we had agreed to help sponsor did not occur as promised and therefore those funds need to be refunded to my firm. This email serves as official demand that those funds are returned as requested and that we expect them by close of business on Monday October 23, 2023.

Chris

Christopher Dussold, PhD
Managing Partner
Avail Professional Services, LLC
C: [\(618\) 604-1259](tel:6186041259)
O: [\(833\) 215-9165](tel:8332159165)
cdussold@availproserve.com
www.availproserve.com