

# EXHIBIT J

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ALBANY

**CARMINE FIORE, WILLIAM NORGARD, STEVE  
MEJIA, and DOMINIC SPACCIO,**

*Plaintiffs,*

- against -

**NEW YORK STATE CANNABIS CONTROL BOARD,  
NEW YORK STATE OFFICE OF CANNABIS  
MANAGEMENT, TREMAINE WRIGHT, in her official  
capacity as the Chairwoman of the New York State  
Cannabis Control Board, and CHRIS ALEXANDER, in  
his official capacity as Executive Director of the New  
York State Office of Cannabis Management,**

*Defendants.*

**AFFIDAVIT IN  
SUPPORT OF  
ORDER TO SHOW  
CAUSE**

Index No.: **907282-23**

STATE OF NEW YORK ) SS:

1. I, Quine Liddell, am over the age of 18, and affirm under the penalties of perjury the following statements in support of an Order to Show Cause to Intervene in the above-captioned matter.

2. I hold an equity interest in QUBE USA LLC (d/b/a QUBE), a Provisional New York State Office of Cannabis Management (OCM) Conditional Adult-Use Retail Dispensary (CAURD) Licensee ("Provisional Licensee") under OCM CAURD # 2022-000539.

3. In addition to the \$2,000 CAURD application fee, paid to OCM in September 2022, I have expended considerable personal savings, borrowed monies, and time to complete my thorough application in order to be awarded a CAURD license.

4. After receiving a Provisional CAURD license on May 11<sup>th</sup>, 2023, my business partners and I spent several hundred hours to identify a suitable commercial real estate location. We also spent our personal savings for business development and launch costs.

5. Once we found a suitable commercial real estate location, we negotiated with the landlord to obtain a Letter of Intent for Lease Agreement. We needed that Letter of Intent to submit to OCM to obtain “Site Protection” so we could implement our business. We also spent our personal savings and borrowed monies for:

- From August 11<sup>th</sup>, 2022, until August 22, 2023, I have spent an estimated \$7,000 on travel, lodging, food, tickets to industry events and proper clothing to network with professionals.
- On or about August 12<sup>th</sup>, 2022, I engaged with a law firm to file my CAURD application, and if successful, I would need to pay the firm \$15,000, which is now due, and the balance is increasing with interest.
- On or about June 15<sup>th</sup>, 2022, I purchased digital renderings and logo files of my interior space concept and branding for \$8,000.
- On or about March 2, 2023, I borrowed funds to clear a tax warrant in the amount of \$1,620.72 to advance in the CAURD approval process.
- On or about June 14<sup>th</sup>, 2023, I received site approval from the OCM for 1412 Broadway, NY, NY 10018 as a compliant location to operate my CAURD license.
- On or about June 20<sup>th</sup>, 2023, my company started exclusive negotiations with a billion-dollar company to assume their lease, assuring them we would remain compliant with NYS Cannabis Regulations and be able to use our license at the location for retail sales within 60 days of executing the lease, being the space is already 90% complete for a final inspection. This has exposed me and my company to a multi-million-dollar liability claim if we became non-compliant with the OCM prior to executing the lease.
- On or about July 12<sup>th</sup>, 2023, I borrowed \$50,000 for soft expenses to prepare for our opening needs.
- On or about June 17<sup>th</sup>, 2023, my partner and I entered a hands on training agreement with a genetics expert in private practice for \$15,000, to gain advanced knowledge on product sourcing and product terminology for inventory negotiation leverage, which is due on or before November 1<sup>st</sup>, 2023.
- On or about July 27<sup>th</sup>, 2023, I borrowed \$7,000 to engage with another law firm to finalize the lease and amend the company operating agreement.
- On or about August 4<sup>th</sup>, 2023, I agreed to transfer 49% of my company equity to a third party for successfully gaining the lease rights and sourcing funding for the location that was approved by the OCM.
- On or about August 11<sup>th</sup>, 2023, I entered into an updated commercial real estate lease for 1412 Broadway, New York, NY 10018, which required a personal guarantee from myself and my justice qualified partner.

6. We are at substantial litigation risk from the landlord and the current tenant who may not be released if we fail to operate. The landlord and the current tenant both relied on our promises to operate at the site by September. Based on our promises the landlord did not accept

other potential tenants and the current tenant stopped marketing it to other potential tenants back in June. Also, our 49% partner who chose us, will sue us because of the promises we made causing them to pass on other opportunities including more viable CAURD licenses.

7. Even if litigation is avoided, this space may not be made available again by the current tenant as they are a multi-national billion-dollar company and getting them to enter a deal a second time will be unlikely. A deal in which they are paying to the landlord over 75% of the remaining rent to the landlord in order to be released. In the coming months the landlord will not lower the release amount and at a certain point it won't make sense for the current tenant to pay to the release amount. Also, our funding source will dry up if we do not proceed forward in the next few weeks. This will all likely result in us not only losing our prime location but our funding source for any location, a source that took a very long time to secure all while dealing with lawsuits.

8. We have substantially advanced our CAURD retail dispensary buildout by sourcing a site that is 90% complete, just needing some additional security equipment, POS stations and product displays. Then entire space is finished and requires no intense alterations and we are only 3 weeks away from being ready for OCM to conduct a walk-through compliance inspection. My partners and I have refocused our careers on opening this dispensary instead of our prior jobs, as we anticipated opening already and have lost substantial employment revenue.

9. After being awarded a Provisional License, I have expended countless hours researching the applicable OCM regulations and guidelines. I have traveled throughout the State to meet with numerous cultivators and processors to establish business relationships and secure supply agreements. Additionally, we have already extended job offers to candidates, and many of them have also relied on a timely opening of the dispensary for their next paycheck.

10. Our business and I personally have been substantially harmed by this preliminary injunction enjoining OCM from conferring operational approval, as we cannot recoup our investment until our CAURD dispensary opens. Our commercial lease is non-dischargeable, as I have signed a personal guarantee for payment, and the business would likely have to declare bankruptcy if we cannot open immediately.

11. Respectfully, my partners and I bear a far greater burden under this PRELIMINARY INJUNCTION than the Plaintiffs do without one. Plaintiffs had over a year to challenge this lawsuit and seek an injunction over the CAURD program, yet those chose to wait until almost a year after the application period opened.

12. While the Plaintiffs may argue they had a right to submit their application at the same time I did, they cannot claim that have a right to receive a license before me. OCM created criteria for preferences various social justice and economic equity groups – and they used their agency discretion to decide that applicants fitting the CAURD program criteria, like me, should receive the license before them.

Dated: 08/23/2023

By:

/s/ *Quine Liddell*  
QUINE LIDDELL

STATE OF NEW YORK )

SS.:

COUNTY OF )

On this \_\_\_\_\_ day of August, 2023, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

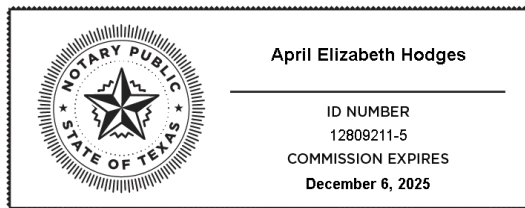
\_\_\_\_\_  
Notary Public

Please See Attached Certificate

## ALL-PURPOSE ACKNOWLEDGMENT

State/Commonwealth of TEXAS )☐ City ☒ County of Dallas )On 08/23/2023 before me, April Elizabeth Hodges,  
Date Notary Namepersonally appeared Quine Liddell  
Name(s) of Signer(s)☐ personally known to me -- OR --☐ proved to me on the basis of the oath of \_\_\_\_\_ -- OR --  
Name of Credible Witness☒ proved to me on the basis of satisfactory evidence: id\_card  
Type of ID Presented

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.



Notarized online using audio-video communication

WITNESS my hand and official seal.

Notary Public Signature: April Elizabeth HodgesNotary Name: April Elizabeth HodgesNotary Commission Number: 12809211-5Notary Commission Expires: 12/06/2025

Notarized online using audio-video communication

## DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Affidavit in Support of Order to Show CauseDocument Date: 08/23/2023 Number of Pages (w/ certificate): 5Signer(s) Other Than Named Above: N/A

## Capacity(ies) Claimed by Signer(s)

Signer's Name: Quine Liddell☐ Corporate Officer Title: \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☒ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_Signer Is Representing: N/A

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer Title: \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_