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11 **UNITED STATES DISTRICT COURT**
 12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 C.B. and R.V.H., individually and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 ASHLYNN MARKETING GROUP,
18 INC.,

19 Defendant.

20 Case No. '23CV0669 L BGS

21 **CLASS ACTION COMPLAINT**

22 JURY TRIAL DEMANDED

1 Plaintiffs C.B. and R.V.H. (“Plaintiffs”) bring this action on behalf of
2 themselves and all others similarly situated against Defendant Ashlynn Marketing
3 Group, Inc., d/b/a Krave Botanicals (“Defendant” or “Krave”).

4 **NATURE OF THE ACTION**

5 1. This is a civil class action lawsuit against Defendant Ashlynn Marketing
6 Group, Inc. for false, misleading, deceptive, and negligent sales practices regarding
7 its kratom powder, capsule, and liquid extract products (the “Products”). Kratom is a
8 dried leaf that is sold as a loose powder, packaged into gel caps, or made into an
9 extract. However, what reasonable consumers do not know, and what Defendant
10 fails to disclose, is that the “active ingredients” in kratom are similar to opioids.
11 That is, kratom works on the exact same opioid receptors in the human brain as
12 morphine and its analogs, has similar effects as such, and critically, has similar risks
13 of physical addiction and dependency, with similar withdrawal symptoms. When
14 reasonable consumers think of opiates and opioids, they think of heroin, fentanyl,
15 hydrocodone, oxycodone, and morphine; they do not expect that the “all natural”
16 product bought at their local corner store operates like an opioid, with similar
17 addiction and dependency risks. Kratom is perniciously addictive – on a whole
18 different level than caffeine or nicotine – and it has sunk its hooks into tens of
19 thousands of unsuspecting consumers and caused them serious physical,
20 psychological, and financial harm. Here, Defendant intentionally and negligently
21 failed to disclose these material facts anywhere on its labeling, packaging, or
22 marketing materials, and it has violated warranty law and state consumer protection
23 laws in the process.

24 2. Defendant relies on its Products’ innocuous packaging and the public’s
25 limited knowledge about kratom and its pharmacology to get users addicted, while
26 reaping profits along the way. Reasonable consumers do not expect the bottles and
27 pouches of kratom powder, which they can purchase at gas stations and corner
28 stores, to be like an opioid with the same addictive potential of morphine and its

1 analogs. Defendant relies on this ignorance and does nothing to correct it. Such
2 activity is outrageous and is in contravention of California law and public policy.

3 3. Plaintiffs seek relief in this action individually and as a class action on
4 behalf of similarly situated purchasers of Defendant's Products, for: (i) violation of
5 California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et*
6 *seq.*; (ii) violation of California's Consumers Legal Remedies Act ("CLRA"), Cal.
7 Civil Code §§ 1750, *et seq.*; (iii) violation of California's False Advertising Law
8 ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (iv) breach of implied warranty;
9 (v) unjust enrichment; (vi) fraud by omission; and (vii) negligent misrepresentation.

10 4. Because this action concerns issues of addiction and medical status,
11 Plaintiffs are filing under their initials for the sake of their personal privacy.
12 Plaintiffs are reasonable consumers who fell victim to Defendant's omissions and
13 misrepresentations about the addictive nature of kratom, which operates like an
14 opioid, and became addicted as a result. Since addiction issues still wrongly carry
15 somewhat of a stigma, Plaintiffs are filing this matter anonymously but will reveal
16 their names as necessary to the Court under seal.

17 **PARTIES**

18 5. Plaintiff R.V.H. is a citizen of Arizona who resides in Yuma, Arizona.

19 6. Plaintiff C.B. is a citizen of California who resides in Encinitas,
20 California.

21 7. Defendant Ashlynn Marketing Group, Inc., is a California corporation
22 with its principal place of business in Santee, California.

23 8. Plaintiffs reserve the right to amend this Complaint to add different or
24 additional defendants, including without limitation any officer, director, employee,
25 supplier, or distributor of Defendant who has knowingly and willfully aided, abetted,
26 and/or conspired in the false and deceptive conduct alleged herein.

1 **JURISDICTION AND VENUE**

2 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
3 1332(d)(2)(A) because this case is a class action where the aggregate claims of all
4 members of the proposed class are in excess of \$5,000,000.00, exclusive of interest
5 and costs, and at least one member of the proposed class is citizen of state different
6 from Defendant.

7 10. This Court has general jurisdiction over Defendant because Defendant
8 is a California corporation and maintains its principal place of business within this
9 District.

10 11. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this
11 action because Defendant resides in this District.

12 **FACTUAL ALLEGATIONS**

13 **Background and Pharmacology of Kratom**

14 12. Kratom is a drug¹ which is derived from the kratom plant, *mitragyna*
15 *speciosa*, indigenous to Southeast Asia, where it has been used in herbal medicine
16 since at least the early 19th Century. Use of the plant has been particularly well-
17 documented in Thailand, Indonesia, and Malaysia, and it remains popular in each of
18 those countries to this day. Kratom is the most widely used drug in Thailand, for
19 example.

20 13. The first reported use of Kratom in the scientific literature dates back to
21 1836 when it was noted that the leaves of the tree were used by Malays as a
22 substitute for opium.

23 14. The plant's leaves are harvested, dried, and crushed into a fine powder
24 which is then packaged, either straight into a pouch or in capsules, and sold by
25 manufacturers like Krave. The drug can also be extracted into a liquid formulation,
26 colloquially called a kratom "shot."

27 _____
28 ¹ Kratom is unregulated by the FDA, so the usage of the word "drug" here is meant in the colloquial sense, rather than as a defined term under the Food, Drug, and Cosmetic Act.

1 15. In the West, Kratom is sold through the Internet and at herbal stores, gas
2 stations, corner stores, smoke shops, and “head” shops where it is primarily marketed
3 as an herbal medicine or supplement to treat a variety of ailments (*e.g.*, pain, mental
4 health, opioid withdrawal symptoms), as well as a “legal” or “natural” high by some
5 manufacturers.

6 16. The chemicals in the plant which produce psychoactive effects when
7 ingested are called “alkaloids.”

8 17. The primary alkaloids in kratom plant leaves responsible for the kratom
9 “high” are Mitragynine² (“MG”) and 7-hydroxymitragynine (“7-MG”).

10 18. MG and 7-MG exhibit a wide variety of pharmacological effects,
11 resulting in a highly dose-dependent response. For example, a low dose (0.5 grams
12 to 3 grams) of kratom is typically described as stimulating or energizing, whereas a
13 high dose (3+ grams) is described as euphoric, sedating, and analgesic. On the
14 whole, however, kratom’s high is not overwhelming like it would be for a “hard”
15 drug like cocaine or heroin – it is somewhat more subtle, but its effects are
16 nonetheless substantially similar to opiate-based painkillers such as hydrocodone and
17 oxycodone in sufficient dosages.

18 19. Kratom’s variable but not debilitating effects have always been part of
19 its appeal. For instance, the use of kratom in Southeast Asia has been documented
20 back for at least 150 years, and the earliest accounts described both a stimulant effect
21 for use in hard day-labor when fresh leaves are chewed, and an analgesic and
22 relaxing effect if brewed into a tea at the end of the day.

23 20. MG and 7-MG produce such a wide spectrum of effects because they
24 interact with many different receptors in the brain. Studies have shown that MG and
25 7-MG interact with alpha-2 adrenergic receptors (adrenaline), D2 dopamine
26

27 _____
28 ² Pronounced “Mitra-Guy-Neen.”

1 receptors, and the serotonin receptors 5-HT_{2A} and 5-HT_{2C}, all of which contribute
2 to the drug's mood-lifting and stimulant-like effects.

3 21. Most crucially, MG and 7-MG also interact with the mu-opioid
4 receptor.

5 22. The mu-opioid receptor is known as "the gateway to addiction" because
6 it is the receptor which all opiates/opioids interact with to produce the classic opiate
7 high: euphoric, sedating, and analgesic. This means that MG and 7-MG interact with
8 the primary receptor that heroin and oxycodone interact with.

9 23. There are other opioid receptors, but the mu-opioid receptor produces
10 the most "hedonic" or habit-forming effects such as euphoria and analgesia.

11 24. Mitragynine and 7-hydroxymitragynine were found to be more potent to
12 the mu-opioid receptor than morphine via oral administration, according to one 2004
13 study, though the actual effect of kratom is dose-dependent, as discussed above.

14 25. Kratom is therefore considered by health professionals to be similar to
15 an "opioid" and a "quasi-opiate."

16 26. The notion that kratom is substantially similar to an opioid, and a quasi-
17 opiate, is reaffirmed by a few facts. First, kratom's effects are very similar to those
18 of other opioids. Second, when administered, kratom alleviates opioid withdrawal
19 symptoms. Third, repeated use of kratom in itself results in opioid withdrawal
20 symptoms.

21 27. All substances which act on the opioid receptors carry a very high risk
22 of addiction, and kratom is no exception.

23 28. Addiction occurs when an opioid is ingested on a regular basis. Over
24 time, the user develops a tolerance to the drug, requiring increased dosages to get the
25 same effects as a lower dose used to have. As the dosages go up, the body becomes
26 dependent on some amount of the drug to feel normal. When the drug is suddenly
27 taken away, the user feels much worse than before they started taking the drug: this
28 is what is known as withdrawal.

1 29. Opioids are addictive not just because of the pleasurable effects that
2 they produce, but because sudden cessation of opioid use causes severe withdrawal
3 symptoms which users feel compelled to avoid by taking more of the drug. The
4 tragedy of addiction is that users want to stop, but they cannot.

5 30. The symptoms of kratom withdrawal are very similar to those of
6 traditional opiate withdrawal. Such symptoms include: irritability, anxiety, difficulty
7 concentrating, depression, sleep disturbance including restless legs, tearing up, runny
8 nose, muscle and bone pain, muscle spasms, diarrhea, decreased appetite, chills,
9 inability to control temperature, and extreme dysphoria and malaise.

10 31. Users typically start substances like kratom because of how good it
11 makes them feel, but, once addicted, they use them to avoid the pain of withdrawal.
12 It no longer is about getting high, but about not feeling “sick.”

13 32. With kratom in particular, users note that the addiction sneaks up on
14 them, and that it feels as though, over time, the color has been sapped from their
15 lives. Long term users of kratom have reported experiencing depression, anxiety,
16 anhedonia, and reduced sex drive.

17 **Kratom Use and Addiction in the United States**

18 33. Kratom use in the United States has exploded in popularity over the past
19 decade. As of 2021, the American Kratom Association estimates that kratom is a
20 \$1.3 billion a year industry, with 11 million to 15 million annual users in the United
21 States.

22 34. Other studies have found that about 1 million people use kratom in the
23 United States every month. Two-thirds of those users use kratom daily.

24 35. Kratom’s popularity can be attributed to a number of factors: first, it is
25 often marketed as a safe substitute for painkillers and appeals to those who falsely
26 equate “natural” with “safe;” second, it has received attention from the media as a
27 “nootropic” or “smart” drug because it is stimulating at low doses; third, its
28 popularity has grown simply because it is so widely available, it produces a

1 pleasurable high, and it is unregulated; and finally, users are unaware that it is
2 similar to an opioid with opioid addiction potential.

3 36. On the whole, however, kratom is a relatively unknown drug to the
4 average consumer. Most people in the United States have never heard of it.

5 37. The advertisements and commentary about kratom say that it is like a
6 substitute for coffee, a pain reliever, a treatment for opioid withdrawal, an
7 antidepressant, an anti-anxiety supplement, and that it improves focus and gives
8 users a boost of energy to get through the day. These advertisements universally
9 espouse the purported benefits that kratom use can provide, without disclosing that
10 the drug is similar to an opioid with the addictive potential of one.

11 38. What's more, because kratom does not produce a debilitating "high"
12 like cocaine or heroin, it is very easy for users to take the drug every day without
13 feeling as though they are developing a drug addiction or harming themselves. This
14 makes kratom a particularly insidious drug because addiction can sneak up on
15 unsuspecting users and can hold them in its grip despite their best efforts to stop
16 using. The advertisements and word-of-mouth disclosures do not make this clear to
17 consumers.

18 39. Because the manufacturers and advertisers do not disclose the addictive
19 potential of this drug, many users have found themselves blindsided when they wake
20 up one morning in the throes of withdrawal after having stopped using what they
21 thought was an innocuous supplement. They then discover just how painfully
22 dependent they have become on kratom. Because kratom is relatively unknown in
23 the United States, many did not know where to turn for resources and aid. Some
24 users come together on the Internet to share their experiences and support each other
25 as they attempt to get off the drug. There are even well-populated and very active
26 Internet forums serving as support groups for those struggling with and recovering
27 from kratom addiction.

1 40. The reports from users who have fallen into addiction, or succeeded in
2 escaping the drug's grasp, are heart-wrenching. Consistent amongst these reports is
3 the initial shock that users felt when they realized they had become unwittingly
4 addicted, and just how difficult it was for them to stop. Below are just a few
5 accounts from the "Quitting Kratom" forum on www.reddit.com, which has 33,700
6 members as of January 2023:

7 About 8 months ago, one user wrote: "I've been on a 50gpd [grams per day]
8 habit for about 4 years. Like most people here, I was in denial that the Kratom
9 was causing my multitude of issues. How could it be the Kratom when
10 everyone keeps telling me how great it is? I made myself believe that I had
11 underlying issues that the Kratom was helping. Spoiler: It wasn't. I slowly
12 became a shell of the person I used to be. TRUE clinical depression symptoms
13 with zero joy in my life. I started browsing this subreddit and reading
14 everyone's stories and I related to every single one. Everyone had the same
15 exact experience I had and at that moment I knew it was the Kratom causing
16 my depression." (emphasis added).

17 About 2 years ago, another user wrote: "I saw 'A Leaf of Faith' and got the
18 impression that kratom was a generally friendly substance to use freely, never
19 knowing how addictive it was, how much it was further numbing me beyond
20 how alcohol already was, how it was slowly wiping out my sex drive, and
21 likely contributing to my perpetual brain fog. ... My second attempt [at
22 quitting] was maybe another 7 or 8 months later. Kratom was making me
23 pretty miserable. I was reading posts in this subreddit and I was finally aware
24 of how addicted I was; feeling crappy, sluggish, and sorta spacey pretty much
25 all the time."

26 About 2 years ago, another user wrote: "What a difficult journey it has been. I
27 was a ~75 GPD [grams per day] user. Quitting kratom was one of the hardest
28 things I've had to do in my life. I learned the hard way that kratom causes
withdrawals on a work trip 3 years ago. I should have stopped then and there
but I gave in because the RLS was so bad. ... Kratom withdrawal is seriously
no joke so don't think you're the only one struggling so much. I'm only a week
free but after this experience I know for sure that I will never go back. Good
luck everyone!" (emphasis added).

 About 2 years ago, another user wrote a post titled *Kratom Is An Addictive
Drug*. It said, in part: "It's been 23 hours since my last dose. I just wanted to
give my story hoping that it would help others see that they've been lied to,
deceived and manipulated into thinking this plant is 'harmless and safe'. As a
matter of fact, reading the horror stories on this subreddit was the first step in
my recovery... I started taking it almost 3 years ago after hearing about it on...

1 well, Reddit. They touted it is a miracle plant that had all the benefits of an
2 opioid with none of the side effects.” (emphasis added).

3 About 10 months ago, another user wrote: “I think the perfect word to describe
4 Kratom addiction is ‘insidious’. Here is the definition – *‘proceeding in a*
5 *gradual, subtle way, but with harmful effects.’* I think this is why it takes so
6 long to realize what is going on. There was never a rock bottom moment for
7 me like there would be for other more conventional abused drugs. No
8 overdose, no bad behavior, no abusiveness to my family, no DWI, etc.. - It
9 was just a lazy, slow descent into nothingness. I was living in a groundhogs
10 day type of existence. Wake up, go to work, leave work, buy an extract shot or
11 2, have dinner, drink my shot, mindlessly look at my phone and/or watch TV.
12 Wake up and do it all over again.” (emphasis in original).

13 About 3 months ago, another user wrote: “I started using k[ratom] when I had
14 knee surgery Dec 2019 so 3 years. I didn’t want to use pain killers because I
15 got sober from alcohol 3/6/2018 and i felt the pain killers were going to make
16 me relapse. I didn’t know I would end up in a worst place as I am now.”
17 (emphasis added).

18 About 2 years ago, another user wrote: “Was in bed all day yesterday fighting
19 withdrawals. I used to even be an athlete - strong lean and fit, until I got on
20 [kratom] shots and extracts. Didn’t even get high any more - just wanted to not
21 feel bad.”

22 About 4 years ago, another user wrote: “I researched kratom before using it
23 and almost every site promoted that its harmless with healthy benefits, and
24 that its withdrawals are like coffee for 3 days max. Information wasn’t clear
25 that kratom could become a negative addiction that takes months to recover”
26 ... “I took something I thought was helping me for 1.5-2 years, not even
27 knowing the downsides bc that information was so misleading. It fucked up
28 my digestion, energy, mood, brain fog, anxiety, etc. Fuck kratom, and fuck
those who peddle it as a harmless cure-all.”

29 About 1 month ago, another user wrote: “For any newcomers: this stuff is
30 absolutely no joke. It’s not harmless and the wd [withdrawal]
31 is *definitely not* like caffeine. I’ve cold turkey’d caffeine before and I had a
32 slight headache for a couple hours. I definitely have never woken up in a pool
33 of my own sweat from not having my caffeine. ... This stuff is a drug. A
34 serious drug. And it’s super freakin addictive. Extracts, powder, or in my case,
35 capsules...it doesn’t matter. Yes some forms are more addictive than others
36 but the WD is hellacious no matter how you’re taking it.” (emphasis original).

37 About 1 month ago, another user wrote: “This stuff is a drug, and dangerous! I
38 started taking it because of all the good things I heard and read about it. I’ve
never been addicted to or dependent on anything before, but this stuff has
totally taken control of my life.” (emphasis added).

1 Less than a month ago, another user wrote: “I finally realized a few weeks ago
2 how much of a negative impact kratom was having on my life. I noticed
3 myself planning my whole day around my doses and making sure when I left
4 the house I’d bring an extra dose with me in a shaker bottle. It was heavily
5 affecting my mood overall, but especially in public settings. I did not want to
6 leave my house most days even if I did dose.”

7 41. This Internet forum is filled with accounts just like these. The stories
8 are consistent – well-meaning people who were looking to feel better, in mind body
9 and spirit, by taking an “herbal supplement,” only to end up with an opioid-like
10 addiction.

11 42. What is particularly insidious about kratom is that, at the early stages,
12 many users are unaware of its negative side effects and its addictive potential, so
13 when they begin to experience the malaise of addiction they do not attribute it to the
14 kratom. Rather, they take more of the substance thinking that it is helping them with
15 their malaise.

16 43. As these accounts make clear, the addictive potential of kratom is a
17 material fact to reasonable consumers which would help inform their purchase and
18 consumption decisions. Defendant’s products have no information, whatsoever, that
19 kratom is similar to an opioid, is habit-forming, and that regular use will result in
20 opioid-like dependency, with withdrawal symptoms similar to those of traditional
21 opioids.

22 44. Consumers who knew the truth about kratom may not have purchased
23 Defendant’s Products or would have paid less than they did for them.

24 **Defendant Knew or Should Have Known it was Selling a Highly Addictive Drug
25 to Unsuspecting Consumers**

26 45. Despite its traditional medical uses, kratom dependence has been known
27 and observed for a long time and is well-documented in Southeast Asia, where the
28 plaintiff originates and has a longer period of historic use.

1 46. Addiction to kratom among users in Thailand and Malaysia has been
2 documented by scientists and researchers in the United States since at least 1988.

3 47. Upon information and belief, Defendant has interacted with growers and
4 distributors in Southeast Asia who have disclosed the addictive nature of kratom to
5 it.

6 48. Even without such interactions, Defendant has received numerous user
7 reports about the addictive potential of kratom in the United States.

8 49. Defendant therefore knew or should have known that the Products it
9 was selling were highly addictive.

10 50. Despite this knowledge, Defendant has failed to disclose the addictive
11 potential of kratom on its website or on its Products' packaging.

12 51. The furthest that Defendant goes in "disclosing" the addictive nature of
13 kratom is a single sentence buried in the "Learn More" page for its kratom powder
14 product on its website. It states that "scientists are still conducting comprehensive
15 studies to determine whether abusing Kratom causes addiction, death, and
16 withdrawal symptoms." This is deliberately false and misleading. The addictiveness
17 of kratom has been well-documented for decades and is an established fact in
18 medical literature. The pharmacological effects of MG and 7-MG have been
19 thoroughly studied, and it is well-established that MG and 7-MG act on the same
20 mu-opioid receptors in the brain as traditional opioids. Further, there are widespread
21 user reports and case studies of addiction and dependency issues.

22 52. To reiterate, this is not an instance where the science is still up for
23 debate. It has been known for decades in the English-speaking world that kratom is
24 highly addictive and has the potential to cause physical and psychological
25 dependence in regular users. It has been known for over a century in Southeast Asia
26 that kratom is addictive.

1 53. For example, kratom is the most commonly used drug in Thailand. A
2 2007 study found that 2.3% of people in Thailand have used kratom. Many of those
3 users have developed a dependence on kratom to avoid withdrawal.

4 54. On information and belief, Defendant imports some of its kratom
5 Products from Thailand.

6 55. Defendant therefore knows or should have known that kratom users can
7 develop an addiction. Yet, Defendant fails to disclose this material fact on its
8 website or its Products' packaging.

9 56. Defendant's Products' packaging, in particular, is woefully sparse. A
10 representative image of Defendant's Products is depicted below:



1 57. On the back of each Product’s packaging is a bog-standard disclaimer
2 stating that the Products are not regulated or evaluated by the FDA.

3 58. There is no warning to consumers that the product interacts with opioid
4 receptors, nor is there any warning that the product is highly addictive and that it
5 should not be taken on a daily basis. To the contrary, the packaging proudly states
6 “All Natural.” Further, the company logo includes a pleasant-looking green leaf, and
7 on the back of the packaging there is a banner of a leaf pattern colored with a
8 rainbow. Nothing about this packaging would lead reasonable consumers to believe
9 they were purchasing compounds similar to opioids, that function on the same mu-
10 opioid receptors in the brain. It looks as innocuous as a vitamin supplement.

11 59. Reasonable consumers looking at the Products’ packaging would not
12 presume that kratom is highly addictive.

13 60. Defendant’s website is rife with praise for kratom, with no warning that
14 its Products are addictive. For example, upon inspecting the “kratom powder”
15 section of the website, the first sentence they encounter is: “Kratom is not a recent
16 discovery. The truth is it has been around for hundreds of years. This plant-based
17 powder has been growing in popularity recently due to its many benefits and
18 effects.”

19 61. A bit further down, Defendant states: “For instance, some loyal Kratom
20 users say they use Kratom to manage and reduce pain. Others say Kratom helps
21 them relax in difficult situations.”

22 62. The only warning Defendant gives is its misleading statement that
23 kratom’s addictive potential is still being researched.

24 63. The “Kratom Capsules” section of Defendant’s website is even more
25 egregious. The first statement Defendant makes is: “Warm greetings to all the
26 Kratom lovers! As we all know, Kratom is a phenomenal herb with some
27 extraordinary benefits to make your daily life more comfortable.”
28

1 64. Further down the page, Defendant states: “When taken in high doses,
2 most Kratom capsules produce effects similar to sedatives or opioids. As a result,
3 some people now use Kratom capsules as an alternative to opioids. Some are even
4 using Kratom capsules to overcome withdrawal symptoms associated with opioid
5 drugs.”

6 65. Nowhere does Defendant mention that kratom presents the same
7 addiction problems that former opioid users and other consumers would want to
8 avoid. Those seeking help as they come off opioids may be drawn in by Defendant’s
9 statements about kratom without knowing that they risk trading one addiction for
10 another.

11 66. Defendant tries to bolster its credibility by making the half-true claim
12 that “[a] 2021 review by the World Health Organization’s expert committee on drug
13 dependence found insufficient evidence of severe effects that can make them add
14 Kratom to the list of internationally controlled substances.” However, what
15 Defendant fails to mention is that the same report also states: “in humans, opioid-like
16 withdrawal symptoms have been reported following cessation of kratom use,”
17 though “the withdrawal syndrome appears to be less severe than withdrawal from
18 morphine.”

19 67. While kratom withdrawal may be “less severe” than morphine
20 withdrawal, that is hardly a seal of approval – morphine withdrawal is one of the
21 most unpleasant experiences that one can endure in modern life. And kratom
22 withdrawal, while perhaps “less severe” than morphine withdrawal, is still an
23 “opioid-like withdrawal” (according to the World Health Organization), with the
24 same physical and mental symptoms. And kratom is unquestionably addictive and
25 habit-forming.

26 68. The risk of “opioid-like withdrawal symptoms” is a material fact to
27 reasonable consumers.
28

1 69. As a kratom product manufacturer and distributor, Defendant occupied
2 a position of superior knowledge to the average reasonable consumer, who likely
3 knows next to nothing about kratom.

4 70. Defendant, through its misleading advertising and its failure to disclose
5 kratom's addictive properties on its Products' labels, relied upon the average
6 consumer's incomplete knowledge of kratom to sell its Products and get users
7 addicted to kratom.

8 71. Defendant fails to disclose kratom's addictive potential because
9 Defendant knows that it is a material fact to reasonable consumers which would
10 influence their purchasing and consumption decisions, likely to Defendant's
11 detriment.

12 72. By any metric, Defendant's conduct is immoral, unethical, and contrary
13 to California public policy.

14 73. The United States is going through an opiate crisis that is shaking the
15 foundations of our society. Amid this crisis, Defendant is creating more addicts for
16 no reason other than to line its pockets, without adequate disclosures of its products'
17 risks and through the use of false and misleading packaging. That cannot – and
18 should not – be allowed, at least when their conduct entails breaches of warranty and
19 violation of state consumer protection statutes (as it does here).

20 **Plaintiffs' Experiences**

21 74. Plaintiff C.B. first heard about kratom through a friend who did not
22 mention the risks of dependency or addiction. As such, C.B. did not know that
23 kratom was addictive and had no reason to know. He began purchasing Krave
24 branded kratom capsules in 2018. When C.B. made his first purchase, he reviewed
25 the Krave packaging and labels, but there were no disclosures on the bottle that
26 would have corrected his misimpression. Because there were no disclosures, C.B.
27 thought that Krave kratom could be consumed every day without the risk of physical
28 dependence. C.B. soon discovered that Krave kratom was, in fact, addictive, and

1 found himself requiring larger and larger doses to stave off withdrawal. For four
2 years, C.B. took 20-25 grams of Krave Botanicals kratom capsules every day. When
3 C.B. attempted to cease using kratom he was wracked by intense physical and
4 psychological withdrawal symptoms that were substantially similar to traditional
5 opiates. C.B. realized he was addicted to kratom in late 2020 and felt that he was
6 being held captive by the specter of withdrawal. Though C.B. wanted to stop, he
7 could not. At its worst, C.B.'s addiction to Krave kratom was costing him thousands
8 of dollars a month. C.B. was eventually able to kick his addiction to Krave kratom,
9 but not without going through intense physical and psychological withdrawals. Had
10 C.B. known that kratom was so addictive, and that cessation would be so difficult, he
11 would never have purchased Defendant's Products. C.B. made his purchases in and
12 around San Marcos, California.

13 75. Plaintiff R.V.H. first heard about kratom while listening to the Joe
14 Rogan Experience podcast. The speakers on the show espoused the benefits of the
15 drug without talking about its addictiveness or the terrible withdrawal symptoms. As
16 such, R.V.H. did not know that kratom was addictive and had no reason to know. He
17 began purchasing Krave branded kratom capsules in 2018. When R.V.H. made his
18 first purchase, he reviewed the Krave packaging and labels, but there were no
19 disclosures on the bottle that would have corrected his misimpression. Because there
20 were no disclosures, R.V.H. thought that Krave kratom could be consumed every
21 day without the risk of physical dependence. R.V.H.'s body eventually discovered
22 that Krave kratom was, in fact, addictive, and he found himself requiring larger and
23 larger doses to stave off withdrawal. For four years, R.V.H. took over 50 grams of
24 Krave Botanicals kratom capsules every day. When R.V.H. attempted to cease using
25 kratom he was wracked by intense physical and psychological withdrawal symptoms
26 that were substantially similar to traditional opiates. At its worst, R.V.H.'s addiction
27 to Krave kratom was costing him thousands of dollars a month. He would cash his
28 check at the 8th Street Smoke Shop in Yuma, Arizona, and spend it immediately on

1 more of the drug. R.V.H. realized he was addicted to kratom in June 2020 and felt
 2 that he was being held captive by kratom. Though R.V.H. wanted to stop, he could
 3 not. R.V.H. was eventually able to kick his addiction to Krave kratom, but not
 4 without going through intense physical and psychological withdrawals and
 5 undergoing treatment at a suboxone clinic. Had R.V.H. known that kratom was so
 6 addictive, and that cessation would be so difficult, he would never have purchased
 7 Defendant's Product. R.V.H. made his purchases in and around Yuma, Arizona.

CLASS ALLEGATIONS

9 76. ***Class Definitions.*** Plaintiffs bring this action pursuant to Code of Civil
 10 Procedure § 382 and Civil Code § 1781 on behalf of classes of similarly situated
 11 individuals, defined as follows:

12 All persons nationwide who, within the applicable statute
 13 of limitations period, up to and including the date of final
 judgement in this action, purchased Krave Botanicals
 kratom products (the "Class")

14 All Class members in California who, within the applicable
 15 statute of limitations period, up to and including the date of
 final judgment in this action, purchased Krave Botanicals
 kratom products (the "California Class").

16 All Class members in Arizona who, within the applicable
 17 statute of limitations period, up to and including the date of
 final judgment in this action, purchased Krave Botanicals
 kratom products (the "Arizona Class").

19 77. Specifically excluded from the Class are Defendant and any entities in
 20 which Defendant have a controlling interest, Defendant's agents and employees, the
 21 judge to whom this action is assigned, members of the judge's staff, and the judge's
 22 immediate family.

23 78. Plaintiffs reserve the right to amend the definitions of the Classes if
 24 discovery or further investigation reveals that the Class should be expanded or
 25 otherwise modified.

26 79. ***Numerosity.*** Members of the Class are so numerous that their
 27 individual joinder herein is impracticable. On information and belief, the Class
 28 comprises at least thousands of consumers throughout California and the United

1 States. The precise number of Class members and their identities are unknown to
2 Plaintiffs at this time but may be determined through discovery. Class members may
3 be notified of the pendency of this action by mail and/or publication through the
4 distribution records of Defendant.

5 80. ***Commonality and Predominance.*** Common questions of law and fact
6 exist as to all Class members and predominate over questions affecting only
7 individual Class members. Common legal and factual questions include, but are not
8 limited to:

- 9 a. whether the labels on Defendant's Products have the capacity to
10 mislead reasonable consumers;
- 11 b. whether Defendant knew that kratom is a highly addictive substance;
- 12 c. whether Defendant's conduct alleged herein violated California's
13 False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500,
14 *et seq.*, California's Consumers Legal Remedies Act ("CLRA"), Cal.
15 Civ. Code §§ 1750, *et seq.*, and/or California's Unfair Competition
16 Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
- 17 d. whether Defendant's conduct alleged herein constitutes unjust
18 enrichment;
- 19 e. whether Defendant's conduct constitutes negligent omission;
- 20 f. whether Plaintiffs and the Class are entitled to damages and/or
21 restitution;
- 22 g. whether Plaintiffs and the Class are entitled to attorneys' fees and
23 costs under California Code of Civil Procedure § 1021.5.

24 81. ***Typicality.*** The claims of Plaintiffs are typical of the claims of the Class
25 in that Plaintiffs and the Class sustained damages as a result of Defendant's uniform
26 wrongful conduct, based upon Defendant's failure to inform Plaintiffs and all others
27 similarly situated that its Products are highly addictive and akin to opioids.
28

1 misleading advertising and any act.” Cal. Bus. & Prof. Code § 17200. A practice is
2 unfair if it (1) offends public policy; (2) is immoral, unethical, oppressive, or
3 unscrupulous; or (3) causes substantial injury to consumers. The UCL allows “a
4 person who has suffered injury in fact and has lost money or property” to prosecute a
5 civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a
6 person may bring such an action on behalf of himself or herself and others similarly
7 situated who are affected by the unlawful and/or unfair business practice or act.

8 90. As alleged below, Defendant has committed unlawful, fraudulent,
9 and/or unfair business practices under the UCL by: (a) representing that Defendant’s
10 Products have certain characteristics that they do not, in violation of Cal. Civil Code
11 § 1770(a)(5); (b) advertising goods and services with the intent not to sell them as
12 advertised, in violation of Cal. Civil Code § 1770(a)(9); (c) selling addictive
13 substances to unsuspecting consumers and profiting from their addiction; and (d)
14 failing to disclose that its Products pose a serious risk of addiction;

15 91. Defendant’s conduct has the capacity to mislead a significant portion of
16 the general consuming public or of targeted consumers, acting reasonably in the
17 circumstances.

18 92. Defendant’s conduct has injured Plaintiff C.B. and the California Class
19 he seeks to represent in that he paid money for a product that he would not have
20 purchased or paid more than he would have but for Defendant’s failure to disclose
21 the addictive nature of its Products. Such injury is not outweighed by any
22 countervailing benefits to consumers or competition. Indeed, no benefit to
23 consumers or competition results from Defendant’s conduct. Since consumers
24 reasonably rely on Defendant’s labels, and thus also its omissions, consumers could
25 not have reasonably avoided such injury. *Davis v. Ford Motor Credit Co.*, 179 Cal.
26 App. 4th 581, 597-98 (2009); *see also Drum v. San Fernando Valley Bar Ass’n*, 182
27 Cal. App. 4th 247, 257 (2010) (outlining the third test based on the definition of
28 “unfair” in Section 5 of the FTC Act).

1 93. Pursuant to California Business and Professional Code § 17203,
 2 Plaintiff C.B. and the California Class members seek an order of this Court that
 3 includes, but is not limited to, an order requiring Defendant to (a) provide restitution
 4 to Plaintiff C.B. and the other California Class members; (b) disgorge all revenues
 5 obtained as a result of violations of the UCL; and (c) pay Plaintiff C.B. and the
 6 California Class members' attorneys' fees and costs.

7 94. Here, equitable relief is appropriate because Plaintiff C.B. may lack an
 8 adequate remedy at law if, for instance, damages resulting from their purchase of the
 9 Product is determined to be an amount less than the premium price of the Product.
 10 Without compensation for the full premium price of the Product, Plaintiff C.B.
 11 would be left without the parity in purchasing power to which they are entitled.

12 95. Injunctive relief is also appropriate, and indeed necessary, to require
 13 Defendant to provide full and accurate disclosures regarding the Product so that
 14 Plaintiff C.B. and the California Class members can reasonably rely on Defendant's
 15 packaging as well as those of Defendant's competitors who may then have an
 16 incentive to follow Defendant's deceptive practices, further misleading consumers.

17 96. Restitution and/or injunctive relief may also be more certain, prompt,
 18 and efficient than other legal remedies requested herein. The return of the full
 19 premium price, and an injunction requiring Defendant to disclose on its Products'
 20 packaging that kratom is addictive will ensure that Plaintiff C.B. is in the same place
 21 he would have been in had Defendant's wrongful conduct not occurred, *i.e.*, in the
 22 position to make an informed decision about the purchase of the Products absent
 23 omissions with the full purchase price at their disposal.

24 **SECOND COUNT**

25 **Violation of California's Consumers Legal Remedies Act,
 26 Cal. Civ. Code §§ 1750, et seq.**

27 97. Plaintiff C.B. realleges and reincorporates by reference all paragraphs
 28 alleged above.

1 98. Plaintiff C.B. brings this claim individually and on behalf of the
2 California Class against Defendant.

3 99. Plaintiff C.B. and California Class Members are consumers within the
4 meaning of Cal. Civ. Code § 1761(d).

5 100. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
6 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
7 quantities which they do not have or that a person has a sponsorship, approval,
8 status, affiliation, or connection which she or she does not have.”

9 101. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
10 services are of a particular standard, quality, or grade, or that goods are of a
11 particular style or model, if they are of another.”

12 102. Cal. Civ. Code § 1770(a)(9) prohibits “advertising goods or services
13 with intent not to sell them as advertised.”

14 103. Defendant violated Cal. Civ. Code §§ 1770(a)(5), (a)(7), and (a)(9) by
15 intentionally and misleadingly representing that its Products are “all natural” and by
16 failing to disclose that its Products are addictive, a fact which is material to
17 reasonable consumers.

18 104. Defendant’s misrepresentations and omissions deceive and have a
19 tendency and ability to deceive the general public.

20 105. Defendant has exclusive or superior knowledge of kratom’s addictive
21 nature, which was not known to Plaintiff C.B. or California Class Members.

22 106. Plaintiff C.B. and California Class Members have suffered harm as a
23 result of these violations of the California Consumers Legal Remedies Act, Cal. Civ.
24 Code §§ 1750, *et seq.* (“CLRA”) because they have incurred charges and/or paid
25 monies for the Products that they otherwise would not have incurred or paid had they
26 known that kratom is addictive and causes withdrawals. As a result, Plaintiff C.B.
27 and the California Class are entitled to actual damages in an amount to be proven at
28 trial, reasonable attorneys’ fees and costs, declaratory relief, and punitive damages.

1 107. On January 18, 2023, Plaintiff C.B.’s counsel sent Defendant a CLRA
2 notice letter, which complies in all respects with Cal. Civ. Code § 1782(a). The
3 letter was sent via certified mail, return receipt requested, advising Defendant that it
4 was in violation of the CLRA and demanding that it cease and desist from such
5 violations and make full restitution by refunding the monies received therefrom. The
6 letter stated that it was sent on behalf of all other similarly situated purchasers.

7 **THIRD COUNT**

8 **Violation of California’s False Advertising Law, 9 Cal. Bus. & Prof. Code §§ 17500, *et seq.***

10 108. Plaintiff C.B. realleges and reincorporates by reference all paragraphs
11 alleged above.

12 109. Plaintiff C.B. brings this claim individually and on behalf of the
13 California Class against Defendant.

14 110. Defendant’s acts and practices, as described herein, have deceived
15 and/or are likely to continue to deceive California Class Members and the public. As
16 described above, and throughout this Complaint, Defendant misrepresented that
17 kratom is not addictive. Such representation is not true.

18 111. By its actions, Defendant disseminated uniform advertising regarding its
19 kratom Products to and across California. The advertising was, by its very nature,
20 unfair, deceptive, untrue, and misleading within the meaning of California’s False
21 Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* (the “FAL”). Such
22 advertisements were intended to and likely did deceive the consuming public for the
23 reasons detailed herein.

24 112. The above-described false, misleading, and deceptive advertising
25 Defendant disseminated continues to have a likelihood to deceive in that Defendant
26 continues to misrepresent, without qualification, that kratom is not addictive.

27 113. In making and disseminating these statements, Defendant knew, or
28 should have known, its advertisements were untrue and misleading in violation of

1 California law. Defendant knows that kratom is addictive yet fails to disclose this
2 fact to consumers.

3 114. Plaintiff C.B. and other California Class Members purchased Krave
4 Kratom based on Defendant's representations and omissions that kratom is not
5 addictive.

6 115. The misrepresentations and non-disclosures by Defendant of the
7 material facts described and detailed herein constitute false and misleading
8 advertising and, therefore, constitutes a violation of the FAL.

9 116. As a result of Defendant's wrongful conduct, Plaintiff C.B. and
10 California Class Members lost money in an amount to be proven at trial. Plaintiff
11 C.B. and California Class Members are therefore entitled to restitution as appropriate
12 for this cause of action.

13 117. Plaintiff C.B. and California Class Members seek all monetary and non-
14 monetary relief allowed by law, including restitution of all profits stemming from
15 Defendant's unfair, unlawful, and fraudulent business practices; declaratory relief;
16 reasonable attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5; and other
17 appropriate equitable relief.

18 **FOURTH COUNT**
19 **Breach of Implied Warranty**

20 118. Plaintiffs reallege and reincorporate by reference all paragraphs alleged
21 above.

22 119. Plaintiffs bring this claim individually and on behalf of the nationwide
23 Class, California Class, and Arizona Class against Defendant.

24 120. Defendant, as the designer, manufacturer, marketer, distributor, and/or
25 seller of the Products, impliedly warranted that kratom is not addictive and does not
26 cause opioid-like withdrawal symptoms because it did not provide a of disclosure on
27 the Products' packaging stating otherwise.

1 121. Defendant breached its warranty implied in the contract for the sale of
2 its kratom Products because the Products could not pass without objection in the
3 trade under the contract description: the kratom Products were not adequately
4 contained, packaged, and labeled as per Defendant’s contract with Plaintiffs and
5 members of the Class, and the Products do not conform to the implied affirmations
6 of fact made on the marketing and packaging for the Products that the Products are
7 not addictive and do not cause withdrawals. U.C.C. §§ 2-313(2)(a), (e), (f). As a
8 result, Plaintiffs and members of the Classes did not receive the goods as impliedly
9 warranted by Defendant to be merchantable.

10 122. Plaintiffs and members of the Class purchased the Products in reliance
11 upon Defendant’s skill and judgment and the implied warranties of fitness for the
12 purpose.

13 123. The kratom Products were defective when they left the exclusive control
14 of Defendant.

15 124. Plaintiffs and members of the Class did not receive the goods as
16 warranted.

17 125. As a direct and proximate cause of Defendant’s breach of the implied
18 warranty, Plaintiffs and members of the Class have been injured and harmed
19 because: (a) they would not have purchased Krave Kratom on the same terms if they
20 knew that the Product was addictive and could cause opioid-like withdrawal
21 symptoms; and (b) the Products do not have the characteristics, uses, or benefits as
22 promised by Defendant.

23 126. On January 18, 2023, prior to filing this action, Defendant was served
24 with a pre-suit notice letters on behalf of Plaintiffs that complied in all respects with
25 U.C.C. §§ 2-314 and 2-607. Plaintiffs’ counsel sent Defendant a letter advising
26 Defendant that it breached an implied warranty and demanded that Defendant cease
27 and desist from such breaches and make full restitution by refunding the monies
28 received therefrom.

1
2 **FIFTH COUNT**
3 **Unjust Enrichment**

4 127. Plaintiffs incorporate by reference the foregoing paragraphs of this
5 Complaint as if fully stated herein.

6 128. Plaintiffs bring this claim individually and on behalf of the members of
7 the nationwide Class, California Class, and Arizona Class against Defendant.

8 129. Plaintiffs and the Class members conferred a benefit on Defendant in
9 the form of the gross revenues Defendant derived from the money they paid to
10 Defendant.

11 130. Defendant had an appreciation or knowledge of the benefit conferred on
12 it by Plaintiffs and the Class members.

13 131. Defendant has been unjustly enriched in retaining the revenues derived
14 from Plaintiffs and the Class members' purchases of the Products, which retention of
15 such revenues under these circumstances is unjust and inequitable because
16 Defendant omitted that the Products were addictive and similar to opioids. This
17 caused injuries to Plaintiffs and members of the Classes because they would not have
18 purchased the Products or would have paid less for them if the true facts concerning
19 the Products had been known.

20 132. Defendant accepted and retained the benefit in the amount of the gross
21 revenues it derived from sales of the Products to Plaintiffs and the Class members.

22 133. Defendant has thereby profited by retaining the benefit under
23 circumstances which would make it unjust for Defendant to retain the benefit.

24 134. Plaintiffs and the Class members are, therefore, entitled to restitution in
25 the form of the revenues derived from Defendant's sale of the Products.

26 135. As a direct and proximate result of Defendant's actions, Plaintiffs and
27 the members of the Class have suffered in an amount to be proven at trial.
28

1 136. Here, equitable relief is appropriate because Plaintiffs may lack an
 2 adequate remedy at law if, for instance, damages resulting from their purchase of the
 3 Product is determined to be an amount less than the premium price of the Product.
 4 Without compensation for the full premium price of the Product, Plaintiffs would be
 5 left without the parity in purchasing power to which they are entitled.

6 137. Injunctive relief is also appropriate, and indeed necessary, to require
 7 Defendant to provide full and accurate disclosures regarding the Product so that
 8 Plaintiffs and Class members can reasonably rely on Defendant’s packaging as well
 9 as those of Defendant’s competitors who may then have an incentive to follow
 10 Defendant’s deceptive practices, further misleading consumers.

11 138. Restitution may also be more certain, prompt, and efficient than other
 12 legal remedies requested herein. The return of the full premium price will ensure
 13 that Plaintiffs are in the same place they would have been in had Defendant’s
 14 wrongful conduct not occurred, i.e., in the position to make an informed decision
 15 about the purchase of the Products absent omissions with the full purchase price at
 16 their disposal.

17 **SIXTH COUNT**
 18 **Fraud by Omission**

19 139. Plaintiffs reallege and reincorporate by reference all paragraphs alleged
 20 above.

21 140. Plaintiffs bring this claim individually and on behalf of the nationwide
 22 Class, California Class, and Arizona Class against Defendant.

23 141. Defendant Ashlynn Marketing, Inc., is located in Santee, California.

24 142. Defendant distributed its Products throughout the State of California
 25 and the Nation.

26 143. Defendant misrepresented that its kratom Products have attributes or
 27 qualities that they do not have by failing to disclose that kratom is addictive and can
 28 cause opioid-like withdrawal.

1 144. Defendant knows that kratom is addictive because it interacts with
2 kratom vendors and has been made aware of user reports.

3 145. Defendant knows that knowledge of kratom's addictive nature is a
4 material fact that would influence the purchasing decision of reasonable consumers.

5 146. The average reasonable consumer in the kratom purchasing context
6 does not know that kratom is addictive and cannot reasonably access that
7 information.

8 147. Defendant therefore had a duty to Plaintiffs and the Class members to
9 disclose that kratom is addictive and can cause withdrawals on the Products'
10 packaging.

11 148. Consumers reasonably and justifiably relied on Defendant's omission
12 because it is reasonable to assume that a product which is addictive like an opioid
13 would bear a warning.

14 149. As a result of Defendant's omission, Plaintiffs and the Class members
15 paid for kratom Products they may not have purchased, or paid more for those
16 Products than they would have had they known the truth about kratom.

17 **SEVENTH COUNT**
18 **Negligent Misrepresentation**

19 150. Plaintiffs reallege and reincorporate by reference all paragraphs alleged
20 above.

21 151. Plaintiffs bring this claim individually and on behalf of the nationwide
22 Class, California Class, and Arizona Class against Defendant.

23 152. Defendant Ashlynn Marketing, Inc. is headquartered in Santee,
24 California.

25 153. Defendant distributed its Products throughout the state of California.

26 154. Defendant misrepresented that its kratom Products have attributes or
27 qualities that they do not have by failing to disclose that kratom is addictive and can
28 cause opioid-like withdrawal.

1 155. Defendant knew or should have known that kratom is addictive because
2 it interacts with kratom vendors and has been made aware of user reports and
3 scientific studies.

4 156. Defendant knew or should have known that knowledge of kratom's
5 addictive nature is a material fact that would influence the purchasing decision of
6 reasonable consumers.

7 157. The average reasonable consumer in the kratom purchasing context
8 does not know that kratom is addictive and cannot reasonably access that
9 information.

10 158. Defendant therefore had a duty to Plaintiffs and the Class members to
11 disclose that kratom is addictive and can cause withdrawals on the Products'
12 packaging.

13 159. Consumers reasonably and justifiably relied on Defendant's omission
14 because it is reasonable to assume that a product which is addictive like an opioid
15 would bear some kind of a warning.

16 160. As a result of Defendant's omission, Plaintiffs and the Class members
17 paid for kratom Products they may not have purchased or paid more for those
18 Products than they would have had they known the truth about kratom.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs C.B. and R.V.H., individually and on behalf of all
21 others similarly situated, seek judgment against Defendant, as follows:

- 22 a. For an order certifying the Class and naming Plaintiffs as the
23 representatives of the Class, naming Plaintiff C.B. as representative of
24 the California Class, Plaintiff R.V.H. as representative of the Arizona
25 Class, and naming Plaintiffs' attorneys as Class Counsel to represent the
26 Class, California Class, and Arizona Class;
- 27 b. For an order declaring Defendant's conduct violates the statutes
28 referenced herein;

- c. For an order finding in favor of Plaintiffs and the Class on all counts asserted herein;
- d. For actual, compensatory, statutory, and/or punitive damages in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For injunctive relief as pleaded or as the Court may deem proper; and
- h. For an order awarding Plaintiffs and the Class their reasonable attorneys' fees, expenses, and costs of suit.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all claims so triable.

Dated: April 13, 2023

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Neal J. Deckant
Neal J. Deckant

Neal J. Deckant (State Bar No. 322946)
Luke Sironski-White (State Bar No. 348441)
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Attorneys for Plaintiffs

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

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I, Neal J. Deckant, declare as follows:

1. I am counsel for Plaintiffs, and I am a partner at Bursor & Fisher, P.A. I make this declaration to the best of my knowledge, information, and belief of the facts stated herein.

2. The complaint filed in this action is filed in the proper place for trial because many of the acts and transactions giving rise to this action occurred in this District, and because Plaintiff C.B. resides in this District.

3. Plaintiff C.B. alleges that he is a citizen of California and resident of Encinitas, California.

4. Defendant Ashlynn Marketing Group is a California corporation with its principal place of business in Santee, California.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct, executed on April 13, 2023 at Walnut Creek, California.

/s/ Neal J. Deckant
Neal J. Deckant

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

C.B. and R.V.H., individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Neal J. Deckant, Bursor & Fisher, P.A. 1990 N. California Blvd., Suite 940, Walnut Creek, CA 94596 Tel.: (925) 300-4455

DEFENDANTS

ASHLYNN MARKETING GROUP, INC.,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'23CV0669 L BGS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d) Brief description of cause: Defendant failed to disclose material facts.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000+ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Apr 13, 2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Neal J. Deckant

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE