

BURSOR & FISHER, P.A.
Neal J. Deckant (State Bar No. 322946)
Luke W. Sironski-White (State Bar No. 348441)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-mail: ndeckant@bursor.com
lsironski@bursor.com

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
02/22/2023 at 05:41:46 PM
Clerk of the Superior Court
By Katie Winburn, Deputy Clerk

Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

C.B., on behalf of himself and all others
similarly situated,

Plaintiff,

v.

MARTIAN SALES, INC.,

Defendant.

Case No. 37-2023-00007558-CU-FR-CTL

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

REDACTED PURSUANT TO L.R. 2.1.2(F)

1 Plaintiff C.B. (“Plaintiff”) brings this action on behalf of himself and all others similarly
2 situated against Defendant Martian Sales, Inc., d/b/a O.P.M.S. (“Defendant” or “O.P.M.S.”).

3 **NATURE OF THE ACTION**

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

20 2. Defendant relies on its Products’ innocuous packaging and the public’s limited
21 knowledge about kratom and its pharmacology to get users addicted, while reaping profits along
22 the way. Reasonable consumers do not expect the bottles and pouches of kratom powder, which
23 they can purchase at gas stations and corner stores, to be like an opioid with the same addictive
24 potential of morphine and its analogs. Defendant relies on this ignorance and does nothing to
25 correct it. Such activity is outrageous and is in contravention of California law and public policy.

26 3. Plaintiff seeks relief in this action individually, and as a class action on behalf of
27 similarly situated purchasers of Defendant’s Products, for: (i) violation of California’s Unfair
28 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (ii) violation of California’s

1 Consumers Legal Remedies Act (“CLRA”), Cal. Civil Code §§ 1750, *et seq.*; (iii) violation of
2 California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (iv) breach
3 of implied warranty; (v) unjust enrichment; (vi) fraud by omission; and (vii) negligent
4 misrepresentation.

5 4. Because this action concerns issues of addiction and medical status, Plaintiff is
6 filing under his initials for the sake of his personal privacy. Plaintiff is a reasonable consumer who
7 fell victim to Defendant’s omissions and misrepresentations about the addictive nature of kratom,
8 which operates like an opioid, and became addicted as a result. Since addiction issues still wrongly
9 carry somewhat of a stigma, Plaintiff is filing this matter anonymously but will reveal his name as
10 necessary to the Court under seal.

11 **PARTIES**

12 5. Plaintiff C.B. is a citizen of California who resides in Encinitas, California.

13 6. Defendant Martian Sales, Inc., is a Wyoming corporation with its principal place of
14 business in Cheyenne, Wyoming.

15 7. Plaintiff reserves the right to amend this Complaint to add different or additional
16 defendants, including without limitation any officer, director, employee, supplier, or distributor of
17 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and
18 deceptive conduct alleged herein.

19 **JURISDICTION AND VENUE**

20 8. This Court has subject matter jurisdiction pursuant to California Business and
21 Professions Code, Sections 17203, 17204 and 17535, and Civil Code, Section 1780.

22 9. This Court has personal jurisdiction over the parties because Plaintiff resides in
23 California, is a citizen of California, and submits to the jurisdiction of the Court, and because
24 Defendant has, at all times relevant hereto, systematically and continually conducted, and
25 continues to conduct, business in this State. Defendant therefore has sufficient minimum contacts
26 with this state, including within this County, and/or intentionally availed itself of the benefits and
27 privileges of the California consumer market through the promotion, marketing, and sale of its
28

1 products to residents within this County and throughout this State. Additionally, Defendant
2 marketed and sold its kratom to Plaintiff in this County.

3 10. Pursuant to Civil Code § 1780(d), this Court is the proper venue for this action
4 because Defendant regularly does business in this County, and the same misrepresentations,
5 omissions, and injures giving rise to the claims alleged herein have occurred in this County.

6 FACTUAL ALLEGATIONS

7 **Background and Pharmacology of Kratom**

8 11. Kratom is a drug¹ which is derived from the kratom plant, *mitragyna speciosa*,
9 indigenous to Southeast Asia, where it has been used in herbal medicine since at least the early
10 19th Century. Use of the plant has been particularly well-documented in Thailand, Indonesia, and
11 Malaysia, and it remains popular in each of those countries to this day. Kratom is the most widely
12 used drug in Thailand, for example.

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

15 13. The plant's leaves are harvested, dried, and crushed into a fine powder which is then
16 packaged, either straight into a pouch or in capsules, and sold by manufacturers like O.P.M.S. The
17 drug can also be extracted into a liquid formulation, colloquially called a kratom "shot."

18 14. In the West, Kratom is sold through the Internet and at herbal stores, gas stations,
19 corner stores, smoke shops, and "head" shops where it is primarily marketed as an herbal medicine
20 or supplement to treat a variety of ailments (*e.g.*, pain, mental health, opioid withdrawal
21 symptoms), as well as a "legal" or "natural" high by some manufacturers.

22 15. The chemicals in the plant which produce a psychoactive effect when ingested are
23 called "alkaloids."

24 16. The primary alkaloids in kratom plant leaves responsible for the kratom "high" are
25 Mitragynine² ("MG") and 7-hydroxymitragynine ("7-MG").

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

² Pronounced "Mitra-Guy-Neen."

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

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

12 19. MG and 7-MG produce such a wide spectrum of effects because they interact with
13 many different receptors in the brain. Studies have shown that MG and 7-MG interact with alpha-2
14 adrenergic receptors (adrenaline), D2 dopamine receptors, and the serotonin receptors 5-HT2A and
15 5-HT2C, all of which contribute to the drug's mood-lifting and stimulant-like effects.

16 20. Most crucially, MG and 7-MG also interact with the mu-opioid receptor.

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

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

23 23. Mitragynine and 7-hydroxymitragynine were found to be more potent to the mu-
24 opioid receptor than morphine via oral administration, 7-MG in particular is 17 times more potent
25 than morphine, though the actual effect of kratom is dose-dependent, as discussed above.

26 24. Kratom is therefore considered by health professionals to be similar to an "opioid"
27 and a "quasi-opiate."
28

1 25. The notion that kratom is substantially similar to an opioid, and a quasi-opiate, is
2 reaffirmed by a few facts. First, kratom’s effects are very similar to those of other opioids.
3 Second, when administered, kratom alleviates opioid withdrawal symptoms. Third, repeated use of
4 kratom in itself results in opioid withdrawal symptoms.

5 26. All substances which act on the opioid receptors carry a very high risk of addiction,
6 and kratom is no exception.

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

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

16 29. The symptoms of kratom withdrawal are very similar to those of traditional opiate
17 withdrawal. Such symptoms include: irritability, anxiety, difficulty concentrating, depression,
18 sleep disturbance including restless legs, tearing up, runny nose, muscle and bone pain, muscle
19 spasms, diarrhea, decreased appetite, chills, inability to control temperature, and extreme dysphoria
20 and malaise.

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

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

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

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

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

7 34. Kratom’s popularity can be attributed to a number of factors: first, it is often
8 marketed as a safe substitute for painkillers and appeals to those who falsely equate “natural” with
9 “safe;” second, it has received attention from the media as a “nootropic” or “smart” drug because it
10 is stimulating at low doses; third, its popularity has grown simply because it is so widely available,
11 it produces a pleasurable high, and it is unregulated; and finally, users are unaware that it is similar
12 to an opioid with opioid addiction potential.

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

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

20 37. What’s more, because kratom does not produce a debilitating “high” like cocaine or
21 heroin, it is very easy for users to take the drug every day without feeling as though they are
22 developing a drug addiction or harming themselves. This makes kratom a particularly insidious
23 drug because addiction can sneak up on unsuspecting users and can hold them in its grip despite
24 their best efforts to stop using.

25 38. Because the manufacturers and advertisers do not disclose the addictive potential of
26 this drug, many users have found themselves blindsided when they wake up one morning in the
27 throes of withdrawal after having stopped using what they thought was an innocuous supplement.
28 They then discover just how painfully dependent they have become on kratom. Because kratom is

1 relatively unknown in the United States, many did not know where to turn for resources and aid.
2 Some users come together on the Internet to share their experiences and support each other as they
3 attempt to get off the drug. There are even well-populated and very active Internet forums serving
4 as support groups for those struggling with and recovering from kratom addiction.

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

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

18 About 2 years ago, another user wrote: "I saw 'A Leaf of Faith' and got the impression that
19 kratom was a generally friendly substance to use freely, never knowing how addictive it
20 was, how much it was further numbing me beyond how alcohol already was, how it was
21 slowly wiping out my sex drive, and likely contributing to my perpetual brain fog. ... My
22 second attempt [at 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 of how
24 addicted I was; feeling crappy, sluggish, and sorta spacey pretty much all the time."

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

32 About 2 years ago, another user wrote a post titled *Kratom Is An Addictive Drug*. It said, in
33 part: "It's been 23 hours since my last dose. I just wanted to give my story hoping that it
34 would help others see that they've been lied to, deceived and manipulated into thinking this
35 plant is 'harmless and safe'. As a matter of fact, reading the horror stories on this subreddit
36 was the first step in my recovery... I started taking it almost 3 years ago after hearing about
37 it on... well, Reddit. They touted it is a miracle plant that had all the benefits of an opioid
38 with none of the side effects." (emphasis added).

39 About 10 months ago, another user wrote: "I think the perfect word to describe Kratom
40 addiction is 'insidious'. Here is the definition – ***proceeding in a gradual, subtle way, but***
41 ***with harmful effects.*** I think this is why it takes so long to realize what is going on. There

1 was never a rock bottom moment for me like there would be for other more conventional
2 abused drugs. No overdose, no bad behavior, no abusiveness to my family, no DWI, etc.. -
3 It was just a lazy, slow descent into nothingness. I was living in a groundhogs day type of
4 existence. Wake up, go to work, leave work, buy an extract shot or 2, have dinner, drink my
5 shot, mindlessly look at my phone and/or watch TV. Wake up and do it all over again.”
6 (emphasis in original).

7 About 3 months ago, another user wrote: “I started using k[ratom] when I had knee surgery
8 Dec 2019 so 3 years. I didn’t want to use pain killers because I got sober from alcohol
9 3/6/2018 and i felt the pain killers were going to make me relapse. I didn’t know I would
10 end up in a worst place as I am now.” (emphasis added).

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

14 About 4 years ago, another user wrote: “I researched kratom before using it and almost
15 every site promoted that its harmless with healthy benefits, and that its withdrawals are like
16 coffee for 3 days max. Information wasn’t clear that kratom could become a negative
17 addiction that takes months to recover” ... “I took something I thought was helping me for
18 1.5-2 years, not even knowing the downsides bc that information was so misleading. It
19 fucked up my digestion, energy, mood, brain fog, anxiety, etc. Fuck kratom, and fuck those
20 who peddle it as a harmless cure-all.”

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

28 About 1 month ago, another user wrote: “This stuff is a drug, and dangerous! I 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).

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

Less than a month ago, another user wrote: “I have been taking OPMS black pills for about
a year now. It has ran my bank dry. When I wake up in the morning I fucking crave this
shit. I have never been addicted to opiates or anything like that. I get to the point where I
am going to go cold turkey and am so confident but when I wake up my brain makes me
think its okay to go get it. I cant talk to anyone about this in my family or friends. I have a
very high stress job and am also going through a nasty break up. I feel so alone with trying
to stop and when I betray myself and go to get more, i fight back tears in the parking lot (I
am a grown ass man). I am not an emotional person and in my environment theres no room
for emotions. Should I taper off? What the fuck do I do?”

About 3 months ago, another user wrote of Defendant’s product: “I was taking one to two
opms gold shots a day (sometimes three) for about two years straight. When the 24hr mark
hit the withdrawals kicked in hard. I had become absolutely obsessed with scavenging 20\$

1 together to make sure I got my shot each day. Constantly driving to the shop, hoping no one
2 would see me pop out. I wanted to quit every night but just couldn't stand the withdrawals. I
3 finally quit (on day 17 ct) with the help of a quit buddy I found in this sub. I'm still not right
4 at all, RLS is there and my sleep is still off. I'm sneezing more than I ever have. But, music
5 is back, I have more money in my pocket and I feel free from the grips. I've still got a long
6 ways to go but am committed to never touching that shit again. It brought out the worst
7 version of me.”

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

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

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

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

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

24 44. Despite its traditional medical uses, kratom dependence has been known and
25 observed for a long time and is well-documented in Southeast Asia, where the plant originates and
26 has a longer period of historical use.

27 45. Addiction to kratom among users in Thailand and Malaysia has been documented
28 by scientists and researchers in the United States since at least 1988.

46. Defendant operates under the brand name O.P.M.S. (short for Optimized Plant
Mediated Solutions) and is the largest producer and seller of kratom products in the United States.

1 47. Notably, Defendant specializes in kratom extracts. As Defendant’s website notes:
2 “O.P.M.S. has been an industry-leading supplier of Kratom extract for more than 5 years. By
3 utilizing O.P.M.S.’s patented extraction process, they have set a new quality, an unrivaled standard
4 in the botanicals market.”

5 48. Defendant’s brand name appears to be a tongue in cheek nod to the power of its
6 extracts: the “OPM” in “O.P.M.S.” is intended to sound like “opium” when said aloud. As such,
7 Defendant literally incorporated a reference to “opium” into its trade name and branding.

8 49. Kratom extracts are a concentrated form of kratom, whereby the active kratom
9 alkaloids (MG and 7-MG included) are distilled from the leaf powder and sold in powder or liquid
10 preparations.

11 50. The purpose of kratom extracts is to create a vastly more potent product as there is a
12 greater concentration of MG and 7-MG, and all other alkaloids, by weight compared to regular
13 powder kratom. For example, a single O.P.M.S. Gold Extract capsule, which contains 200mg of
14 kratom extract, has MG and 7-MG in doses equivalent to 4-7 grams of kratom powder.

15 51. The liquid extracts are even more potent, with one 8.8ml “shot” of O.P.M.S. Gold
16 Liquid Extract having MG and 7-MG in doses equivalent to 10-15 grams of kratom powder and
17 one “shot” of O.P.M.S. Black Liquid Extract being the equivalent of well over 15 grams of kratom
18 powder.

19 52. Defendant’s “Black” line of extracts go even further, with 7-MG concentrations 35
20 times greater than their “Gold” extracts and regular kratom leaf powder. As discussed above, 7-
21 MG is 17 times more potent on the mu-opioid receptor than morphine. Thus, the 7mg of 7-MG in
22 a single O.P.M.S. Black Extract capsule is equivalent to roughly 119mg of morphine.

23 53. The consequence of extraction is that consumers are exposed to significantly
24 elevated levels of MG and 7-MG compared with those who take regular kratom. This produces
25 greater euphoria and “feel good” effects at first, but only leads to deeper addiction down the road.

26 54. No matter what Product consumers take, they are exposed to highly concentrated
27 forms of kratom without knowing just how addictive the extracts, in particular, can be.
28

1 55. Upon information and belief, Defendant has interacted with growers and distributors
2 in Southeast Asia who have disclosed the addictive nature of kratom to it.

3 56. Even without such interactions, Defendant has received numerous user reports about
4 the addictive potential of kratom in the United States.

5 57. Moreover, Defendant holds itself out as an expert in kratom’s pharmacology,
6 stating: “O.P.M.S. characterized all apparent alkaloids of the *Mitragyna Speciosa* plant and then
7 determined the most optimal conditions to safely and effectively remove each individual
8 component,” and that “during the most common processes used by our competitors, some
9 significant alkaloids are flushed out in the process, leading to inferior products.”

10 58. If Defendant has been able to characterize each of the kratom plant’s alkaloids, and
11 understands which of them are “significant” then Defendant is aware of the interaction between
12 MG and 7-MG (the two primary alkaloids in kratom) and the mu-opioid receptor.

13 59. Defendant therefore knew or should have known that the Products they were selling
14 were highly addictive.

15 60. Despite this knowledge, Defendant has failed to disclose the addictive potential of
16 kratom on its website or on its Products’ packaging.

17 61. The furthest that Defendant goes in “disclosing” the addictive nature of kratom is a
18 single sentence buried in the “DISCLAIMER” page on its website. It states: “[s]ome publications
19 have suggested kratom may be associated with serious potential side effects, including seizures,
20 liver damage, withdrawal, addiction, abuse, and death.” This is deliberately misleading, and
21 further no such disclaimer is made on the Product packaging in stores, where consumers are most
22 likely to encounter Defendant’s statements. The addictiveness of kratom has been well-
23 documented for decades and is an established fact in the medical literature. The pharmacological
24 effects of MG and 7-MG have been thoroughly studied, and it is well-established that MG and 7-
25 MG act on the same mu-opioid receptors in the brain as traditional opioids. Further, there are
26 widespread user reports and case studies of addiction and dependency issues.

27 62. To reiterate, this is not an instance where the science is still up for debate. It has
28 been known for decades in the English-speaking world that kratom is highly addictive and has the

1 potential to cause physical and psychological dependence in regular users. It has been known for
2 over a century in Southeast Asia that kratom is addictive.

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

6 64. On information and belief, Defendant imports some of its kratom Products from
7 Thailand.

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

11 66. Defendant's Products' packaging, in particular, is woefully sparse. A representative
12 image of Defendant's Products is depicted below:



1 67. On the back of each Product’s packaging is a bog-standard disclaimer stating that
2 users take responsibility for any adverse events or health complications.

3 68. Defendant’s kratom extract bottle labeling is substantially the same, with minimal
4 disclosures or warnings:



13
14 69. There is no warning to consumers that the Product interacts with opioid receptors,
15 nor is there any warning that the product is highly addictive and that it should not be taken on a
16 regular basis.

17 70. Further, the packaging itself is innocuous. The company logo includes a pleasant-
18 looking green leaf, a filigree is printed on either side of the word “gold” and in each corner of the
19 package is a segment of what looks to be an ornamental frame. The extract bottle is reminiscent of
20 a “5-Hour Energy” brand bottle. Nothing about this packaging would lead reasonable consumers
21 to believe they were purchasing compounds similar to opioids, that function on the same mu-opioid
22 receptors in the brain.

23 71. Reasonable consumers looking at the Products’ packaging would not presume that
24 kratom is highly addictive.

25 72. Defendant’s website is sparse as well, with most of the text on each page dedicated
26 to extolling its “high pressure/cold water extraction process that preserves the natural integrity of
27 the plant’s alkaloids.” The only representations that Defendant makes about the properties of its
28 Products is that they are “all-natural” and “the pinnacle of all kratom products.”

1 73. The only outlier is Defendant’s “Black” line of kratom Products, which contains the
2 highest doses of MG and 7-MG. On each of those product pages Defendant states that the Product
3 “will quickly become a favorite among our customers.” Perhaps this is because consumers are
4 unwittingly ingesting 7-MG at levels high enough to mimic the effects of a sizable dose of
5 morphine.

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

10 75. The consequences of this addiction are not mild, as a World Health Organization
11 report on kratom notes: “in humans, opioid-like withdrawal symptoms have been reported
12 following cessation of kratom use,” though “the withdrawal syndrome appears to be less severe
13 than withdrawal from morphine.”

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

20 77. The risk of “opioid-like withdrawal symptoms” is a material fact to reasonable
21 consumers.

22 78. As a kratom product manufacturer and distributor, Defendant occupied a position of
23 superior knowledge to the average reasonable consumer, who likely knows next to nothing about
24 kratom.

25 79. Defendant, through its misleading advertising and its failure to disclose kratom’s
26 addictive properties on its Products’ labels, relied upon the average consumer’s incomplete
27 knowledge of kratom to sell its Products and get users addicted to kratom.

28

1 80. Defendant fails to disclose kratom’s addictive potential because Defendant knows
2 that it is a material fact to reasonable consumers which would influence their purchasing and
3 consumption decisions, likely to Defendant’s detriment.

4 81. By any metric, Defendant’s conduct is immoral, unethical, and contrary to
5 California public policy.

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

11 **Plaintiff’s Experience**

12 83. Plaintiff C.B. first heard about kratom through a friend who did not mention the
13 risks of dependency or addiction. As such, C.B. did not know that kratom was addictive and had
14 no reason to know. He began purchasing O.P.M.S. branded kratom extracts in 2018. When C.B.
15 made his first purchase, he reviewed the O.P.M.S. packaging and labels, but there were no
16 disclosures on the package that would have corrected his misimpression. Because there were no
17 disclosures, C.B. thought that O.P.M.S. kratom could be consumed every day without the risk of
18 physical dependence. C.B. later discovered that O.P.M.S. kratom was, in fact, addictive, and found
19 himself requiring larger and larger doses to stave off withdrawal. For four years, C.B. took “shots”
20 of O.P.M.S. kratom extract every day, starting with Gold and then moving up to Black. At its
21 worst, C.B. was taking 4-5 extract shots per day, costing \$560 to \$700 a week. When C.B.
22 attempted to cease using kratom he was wracked by intense physical and psychological withdrawal
23 symptoms that were substantially similar to traditional opiates. C.B. realized he was addicted to
24 kratom in 2020 and felt that he was being held captive by the specter of withdrawal. Though C.B.
25 wanted to stop, he could not. At its worst, C.B.’s addiction to O.P.M.S. kratom was costing him
26 thousands of dollars a month. C.B. was eventually able to kick his addiction to O.P.M.S. kratom,
27 but not without going through intense physical and psychological withdrawals. Had C.B. known
28

1 that kratom was so addictive, and that cessation would be so difficult, he would never have
2 purchased the Products. C.B. made his purchases in and around San Marcos, California.

3 **CLASS ALLEGATIONS**

4 84. ***Class Definition.*** Plaintiff brings this action pursuant to Code of Civil Procedure §
5 382 and Civil Code § 1781 on behalf of a class of similarly situated individuals, defined as follows
6 (the “Class”):

7 All persons in California who, within the applicable statute of
8 limitations period, up to and including the date of final judgment in
9 this action, purchased O.P.M.S. kratom products.

10 85. Specifically excluded from the Class are Defendant and any entities in which
11 Defendant have a controlling interest, Defendant’s agents and employees, the judge to whom this
12 action is assigned, members of the judge’s staff, and the judge’s immediate family.

13 86. Plaintiff reserves the right to amend the definition of the Class if discovery or
14 further investigation reveals that the Class should be expanded or otherwise modified.

15 87. ***Numerosity.*** Members of the Class are so numerous that their individual joinder
16 herein is impracticable. On information and belief, the Class comprises at least thousands of
17 consumers throughout California. The precise number of Class members and their identities are
18 unknown to Plaintiff at this time but may be determined through discovery. Class members may
19 be notified of the pendency of this action by mail and/or publication through the distribution
20 records of Defendant.

21 88. ***Commonality and Predominance.*** Common questions of law and fact exist as to all
22 Class members and predominate over questions affecting only individual Class members.

23 Common legal and factual questions include, but are not limited to:

- 24 a. whether the labels on Defendant’s Products have the capacity to mislead
25 reasonable consumers;
- 26 b. whether Defendant knew that kratom is a highly addictive substance;
- 27 c. whether Defendant’s conduct alleged herein violated California’s False
28 Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§

1 1750, *et seq.*, and/or California’s Unfair Competition Law (“UCL”), Cal. Bus. &
2 Prof. Code §§ 17200, *et seq.*;

- 3 d. whether Defendant’s conduct alleged herein constitutes unjust enrichment;
- 4 e. whether Defendant’s conduct constitutes negligent omission;
- 5 f. whether Plaintiff and the Class are entitled to damages and/or restitution;
- 6 g. whether Plaintiff and the Class are entitled to attorneys’ fees and costs under
7 California Code of Civil Procedure § 1021.5.

8 89. **Typicality.** The claims of Plaintiff are typical of the claims of the Class in that
9 Plaintiff and the Class sustained damages as a result of Defendant’s uniform wrongful conduct,
10 based upon Defendant’s failure to inform Plaintiff and all others similarly situated that its Products
11 are highly addictive and akin to opioids.

12 90. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
13 Plaintiff has no interests antagonistic to Class members’ interests, and Plaintiff has retained counsel
14 that have considerable experience and success in prosecuting complex class-actions and consumer-
15 protection cases.

16 91. **Superiority.** A class action is superior to all other available methods for the fair and
17 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
18 individual actions are economically impractical for members of the Class; the Class is readily
19 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
20 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
21 permits claims to be handled in an orderly and expeditious manner.

22 92. Defendant has acted or failed to act on grounds generally applicable to the Class,
23 thereby making appropriate final injunctive relief with respect to the Class as a whole.

24 93. Without a class action, Defendant will continue a course of action that will result in
25 further damages to Plaintiff and members of the Class and will likely retain the benefits of its
26 wrongdoing.

27 94. Based on the foregoing allegations, Plaintiff’s claims for relief include those set
28 forth below.

FIRST COUNT

**Violations of California’s Unfair Competition Law (“UCL”),
Cal. Bus. & Prof. Code §§ 17200, *et seq.***

1
2
3 95. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
4 preceding paragraphs as though alleged in this Count.

5 96. Plaintiff brings this claim individually and on behalf of the members of the
6 proposed Class against Defendant.

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

15 98. As alleged below, Defendant has committed unlawful, fraudulent, and/or unfair
16 business practices under the UCL by: (a) representing that Defendant’s Products have certain
17 characteristics that they do not, in violation of Cal. Civil Code § 1770(a)(5); (b) advertising goods
18 and services with the intent not to sell them as advertised, in violation of Cal. Civil Code §
19 1770(a)(9); (c) selling addictive substances to unsuspecting consumers and profiting from their
20 addiction; and (d) failing to disclose that its Products pose a serious risk of addiction;

21 99. Defendant’s conduct has the capacity to mislead a significant portion of the general
22 consuming public or of targeted consumers, acting reasonably in the circumstances.

23 100. Defendant’s conduct has injured Plaintiff and the Class he seeks to represent in that
24 he paid money for a product that he would not have purchased or paid more than he would have
25 but for Defendant’s failure to disclose the addictive nature of its Products. Such injury is not
26 outweighed by any countervailing benefits to consumers or competition. Indeed, no benefit to
27 consumers or competition results from Defendant’s conduct. Since consumers reasonably rely on
28

1 Defendant's labels, and thus also its omissions, consumers could not have reasonably avoided such
2 injury. *Davis v. Ford Motor Credit Co.*, 179 Cal. App. 4th 581, 597-98 (2009); *see also Drum v.*
3 *San Fernando Valley Bar Ass'n*, 182 Cal. App. 4th 247, 257 (2010) (outlining the third test based
4 on the definition of "unfair" in Section 5 of the FTC Act).

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

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

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

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

25 **SECOND COUNT**

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

27 105. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

28 106. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

1 107. Plaintiff and Class Members are consumers within the meaning of Cal. Civ. Code
2 § 1761(d).

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

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

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

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

15 112. Defendant’s misrepresentations and omissions deceive and have a tendency and
16 ability to deceive the general public.

17 113. Defendant has exclusive or superior knowledge of kratom’s addictive nature, which
18 was not known to Plaintiff or Class Members.

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

25 115. On January 11, 2023, Plaintiff’s counsel sent Defendant a CLRA notice letter,
26 which complies in all respects with Cal. Civ. Code § 1782(a). The letter was sent via certified
27 mail, return receipt requested, advising Defendant that it was in violation of the CLRA and
28 demanding that it cease and desist from such violations and make full restitution by refunding the

1 monies received therefrom. The letter stated that it was sent on behalf of all other similarly
2 situated purchasers.

3 **THIRD COUNT**
4 **Violation of California’s False Advertising Law,**
5 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

6 116. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

7 117. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

8 118. Defendant’s acts and practices, as described herein, have deceived and/or are likely
9 to continue to deceive Class Members and the public. As described above, and throughout this
10 Complaint, Defendant misrepresented that kratom is not addictive. Such representation is not true.

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

16 120. The above-described false, misleading, and deceptive advertising Defendant
17 disseminated continues to have a likelihood to deceive in that Defendant continues to misrepresent,
18 without qualification, that kratom is not addictive.

19 121. In making and disseminating these statements, Defendant knew, or should have
20 known, its advertisements were untrue and misleading in violation of California law. Defendant
21 knows that kratom is addictive yet fails to disclose this fact to consumers.

22 122. Plaintiff and other Class Members purchased O.P.M.S. Kratom based on
23 Defendant’s representations and omissions that kratom is not addictive.

24 123. The misrepresentations and non-disclosures by Defendant of the material facts
25 described and detailed herein constitute false and misleading advertising and, therefore, constitutes
26 a violation of the FAL.

27 124. As a result of Defendant’s wrongful conduct, Plaintiff and Class Members lost
28 money in an amount to be proven at trial. Plaintiff and Class Members are therefore entitled to
restitution as appropriate for this cause of action.

1 125. Plaintiff and Class Members seek all monetary and non-monetary relief allowed by
2 law, including restitution of all profits stemming from Defendant’s unfair, unlawful, and fraudulent
3 business practices; declaratory relief; reasonable attorneys’ fees and costs under Cal. Code Civ.
4 Proc. § 1021.5; and other appropriate equitable relief.

5 **FOURTH COUNT**
6 **Breach of Implied Warranty**

7 126. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

8 127. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

9 128. This claim is brought pursuant to the laws of the State of California.

10 129. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller of the
11 Products, impliedly warranted that that kratom is not addictive and does not cause opioid-like
12 withdrawal symptoms.

13 130. Defendant breached this warranty implied in the contract for the sale of its kratom
14 Products because the Products could not pass without objection in the trade under the contract
15 description: the kratom Products were not adequately contained, packaged, and labeled as per
16 Defendant’s contract with Plaintiff and members of the Classes, and the Products do not conform
17 to the implied affirmations of fact made on the marketing and packaging for the Products that the
18 Products are not addictive and do not cause withdrawals. U.C.C. §§ 2-313(2)(a), (e), (f). As a
19 result, Plaintiff and members of the Classes did not receive the goods as impliedly warranted by
20 Defendant to be merchantable.

21 131. Plaintiff and members of the Classes purchased the Products in reliance upon
22 Defendant’s skill and judgment and the implied warranties of fitness for the purpose.

23 132. The kratom Products were defective when they left the exclusive control of
24 Defendant.

25 133. Plaintiff and members of the Classes did not receive the goods as warranted.

26 134. As a direct and proximate cause of Defendant’s breach of the implied warranty,
27 Plaintiff and members of the Classes have been injured and harmed because: (a) they would not
28 have purchased O.P.M.S. Kratom on the same terms if they knew that the Product was addictive

1 and could cause opioid-like withdrawal symptoms; and (b) the Products do not have the
2 characteristics, uses, or benefits as promised by Defendant.

3 135. On January 11, 2023, prior to filing this action, Defendant was served with a pre-
4 suit notice letter on behalf of Plaintiff that complied in all respects with U.C.C. §§ 2-314 and
5 2-607. Plaintiff's counsel sent Defendant a letter advising Defendant that it breached an implied
6 warranty and demanded that Defendant cease and desist from such breaches and make full
7 restitution by refunding the monies received therefrom.

8 **FIFTH COUNT**
9 **Unjust Enrichment**

10 136. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if
11 fully stated herein.

12 137. Plaintiff brings this claim individually and on behalf of the members of the Class
13 against Defendant under the laws of California.

14 138. Plaintiff and the Class members conferred a benefit on Defendant in the form of the
15 gross revenues Defendant derived from the money they paid to Defendant.

16 139. Defendant had an appreciation or knowledge of the benefit conferred on it by
17 Plaintiff and the Class members.

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

24 141. Defendant accepted and retained the benefit in the amount of the gross revenues it
25 derived from sales of the Products to Plaintiff and the Class members.

26 142. Defendant has thereby profited by retaining the benefit under circumstances which
27 would make it unjust for Defendant to retain the benefit.
28

1 152. Defendant knows that kratom is addictive because it interacts with kratom vendors,
2 has been made aware of user reports, and has fully characterized kratom’s alkaloids and created
3 advanced extraction methods.

4 153. Defendant knows that knowledge of kratom’s addictive nature is a material fact that
5 would influence the purchasing decision of reasonable consumers.

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

8 155. Defendant therefore had a duty to Plaintiff and the Class members to disclose that
9 kratom is addictive and can cause withdrawals on the Products’ packaging.

10 156. Consumers reasonably and justifiably relied on Defendant’s omission because it is
11 reasonable to assume that a product which is addictive like an opioid would bear some kind of a
12 warning.

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

16 **SEVENTH COUNT**
17 **Negligent Misrepresentation**

18 158. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

19 159. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

20 160. Defendant distributed its Products throughout the state of California.

21 161. Defendant misrepresented that its kratom Products have attributes or qualities that
22 they do not have by failing to disclose that kratom is addictive and can cause opioid-like
23 withdrawal.

24 162. Defendant knew or should have known that kratom is addictive because it interacts
25 with kratom vendors and has been made aware of user reports and scientific studies.

26 163. Defendant knew or should have known that knowledge of kratom’s addictive nature
27 is a material fact that would influence the purchasing decision of reasonable consumers.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: February 22, 2023

Respectfully submitted,

BURSOR & FISHER, P.A.

By: 

Neal J. Deckant

Neal J. Deckant (State Bar No. 322946)
Luke W. Sironski-White (State Bar No. 348441)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-mail: ndeckant@bursor.com
lsironski@bursor.com

Attorneys for Plaintiff