

**LYNCH CARPENTER, LLP**  
Todd D. Carpenter (State Bar No. 234464)  
todd@lcllp.com  
Scott G. Braden (State Bar No. 305051)  
scott@lcllp.com  
James B. Drimmer (State Bar No. 196890)  
jim@lcllp.com  
1234 Camino Del Mar  
Del Mar, CA 92014  
Telephone: (619) 762-1910  
Facsimile: (858) 313-1850

*Attorneys for Plaintiffs  
and Proposed Class Counsel*

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

J.T., J.B., and D.F., individually on behalf  
of themselves and on behalf of all others  
similarly situated,

Plaintiffs,

v.

ASHLYNN MARKETING GROUP, INC.,  
doing business as KRAVE KRATOM,  
and DOES 1-50, inclusive,

Defendants.

Case No. '24CV2005 DMS MSB

**CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiffs J.T., J.B., and D.F. (collectively, "Plaintiffs")<sup>1</sup> bring this action on behalf of themselves and all others similarly situated against Defendant Ashlynn Marketing Group, Inc., d/b/a Krave, Krave Kratom, and/or Krave Botanicals ("Defendant" or "Krave") and Does 1 through 50, inclusive.

<sup>1</sup> Because this action concerns issues of addiction and medical status, Plaintiffs are filing under their initials for the sake of their personal privacy. Plaintiffs are reasonable consumers who fell victim to Defendant's omissions and misrepresentations about the addictive nature of kratom, which operates like an opioid, and became addicted as a result. Since addiction issues are still wrongly stigmatized, Plaintiffs are filing this matter anonymously but will reveal their names as necessary to the Court under seal.

**NATURE OF THE ACTION**

1  
2 1. This is a civil class action against Defendant for its false, misleading,  
3 deceptive, and negligent sales practices regarding its kratom powder, capsule, and liquid  
4 extract products (collectively, the “Products”). Kratom is both a plant and a drug. The plaint  
5 originates from Southeast Asia where its leaves have long been ingested to produce  
6 stimulant and opiate-like effects. Use of kratom in the United States was practically non-  
7 existent until the last decade. Since then, kratom has become a massively popular substance  
8 in the United States. This is because it is currently legal to consume, and because of the  
9 stimulant and opiate-like effects produced by its two major alkaloids 7-  
10 Hydroxymitragynine (“7-OH”) and Mitragynine (“MG”).

11 2. However, what consumers do not know is that the opiate-like effects produced  
12 by MG and 7-OH are not the result of novel chemical interactions in the brain. Rather,  
13 these alkaloids are behaving, in part, exactly like opioids. That is, the MG and 7-OH found  
14 in the kratom plant activates the same opioid receptors in the human brain as morphine,  
15 heroin, and other opiates. Consequently, kratom consumption has the same risks of  
16 addiction, dependency, and painful withdrawal symptoms, among various other negative  
17 side effects.

18 3. When reasonable consumers think of opioids, they think of heroin, fentanyl,  
19 hydrocodone, oxycodone, or morphine; they do not think of kratom or expect the “kratom  
20 alkaloid” product sold at their local gas stations or corner stores to act like an opioid or  
21 have the same addiction and dependency risks as opioids. Kratom is extremely addictive,  
22 and as a result, tens of thousands of unsuspecting consumers have developed kratom  
23 dependencies that cause them serious physical, psychological, and financial harm.

24 4. Defendant has intentionally failed to disclose these material facts regarding  
25 the dangers of kratom consumption anywhere on its Products’ labeling, packaging, or  
26 marketing material. As a result, Defendant has violated warranty law and state consumer  
27 protection laws.  
28

1 5. Defendant relies on its Products’ vague packaging and consumers’ limited  
2 knowledge of kratom to get unsuspecting people addicted to its Products and reap  
3 substantial profits from these addictions. Defendant relies on this ignorance and does  
4 nothing to correct it. Such activity is outrageous and is contrary to California law and public  
5 policy.

6 6. Plaintiffs seek relief in their action individually, and as a class action, on  
7 behalf of similarly situated purchasers of Defendant’s Products, for the following  
8 violations of: (i) California’s Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*  
9 (the “UCL”); (ii) California’s Consumer Legal Remedies Act, Civ. Code § 1750, *et seq.*  
10 (the “CLRA”); (iii) California’s False Advertising Law, Bus. & Prof. Code § 17500, *et seq.*  
11 (the “FAL”); (iv) Oregon’s Unlawful Trade Practices Act (“UTPA”), Or. Rev. Stat.  
12 § 646.605, *et seq.*; (v) New York Consumer Protection from Deceptive Acts and Practices  
13 Act, N.Y. Gen. Bus. Law § 349, *et seq.* (the “NYDAPA”); (vi) New York False  
14 Advertising Act, N.Y. Gen. Bus. Law § 350, *et seq.* (the “NYFAA”); (vii) breach of  
15 implied warranty; (viii) unjust enrichment; and (ix) fraud by omission.

16 **JURISDICTION AND VENUE**

17 7. This Court has subject matter jurisdiction over this action pursuant to the Class  
18 Action Fairness Act, 28 U.S.C. Section 1332(d)(2), because this case is a class action where  
19 the aggregate claims of all members of the proposed Classes (defined below), exclusive of  
20 interest and costs, exceed the sum or value of \$5,000,000 and Plaintiffs, and at least some  
21 members of the proposed Classes, have a different state citizenship from Defendant.

22 8. This Court has personal jurisdiction over Defendant because Defendant is an  
23 entity with constitutionally sufficient contacts with this District to make personal  
24 jurisdiction in this Court proper. Moreover, Krave’s principal place of business is in this  
25 District.

26 9. Venue is proper in this District because Defendant Krave is headquartered in  
27 this District. And at least one of the Plaintiffs was harmed by Defendant’s actions in this  
28 district.

**GENERAL ALLEGATIONS**

**A. Background and Pharmacology of Kratom**

10. “Kratom” refers to the substance derived from the leaves of a tropical plant, *mitragyna speciosa*, (the “kratom plant”) indigenous to Southeast Asia, where it has been used in herbal medicine since the 19th Century. Kratom’s first reported use in scientific literature was in 1836, when it was noted that Malays used kratom tree leaves as a substitute for opium. Historic use of the kratom plant was particularly well-documented in Thailand, Indonesia, and Malaysia, where kratom remains popular to this day.

11. Kratom is the most widely used drug in Thailand. This popularity in Thailand does not mean Thailand believes kratom is harmless. To the contrary, Thailand understands that kratom is dangerous, as demonstrated by its ban of the substance in 1943.<sup>2</sup> Kratom was also historically popular in Malaysia until it was banned in 1952 under the Poisons Act.

12. Kratom’s unknown and inconsistent effects have historically been part of its appeal. For instance, the earliest accounts of kratom characterize kratom use for both a stimulant effect during hard day-labor by chewing fresh kratom leaves, and also for an analgesic or relaxing effect by brewing kratom into a tea.

13. In the Western world, kratom is sold online and at herbal stores, gas stations, corner stores, smoke shops, and “head” shops where it is primarily marketed as an herbal medicine or natural supplement to use to “treat” a variety of ailments (e.g., pain, mental health, opioid withdrawal symptoms), and/or to obtain a “legal” or “natural” high.

14. To create consumable kratom products, kratom plant leaves are harvested, dried, and crushed into a fine powder that is then packaged and sold in pouches, capsules, or liquid formulations.<sup>3</sup>

---

<sup>2</sup> In 1943, Thailand banned the possession, use, and propagation of kratom, and later banned all kratom sales, imports, exports, and consumption all together. However, in 2021, Thailand decriminalized possession of kratom in response to a growing pressure on its justice system to fix the country’s overcrowded prisons through liberalization of its drug laws.

<sup>3</sup> When kratom leaves are extracted into a liquid formulation, this is colloquially called a “kratom shot.”

1 15. The chemicals in the kratom plant which produce a psychoactive effect when  
2 ingested are called “alkaloids.” “Alkaloids” are a class of various naturally occurring  
3 organic chemical compounds. The primary alkaloids in kratom leaves responsible for the  
4 kratom’s effects are MG and 7-OH.

5 16. MG and 7-OH produce a wide spectrum of effects because they interact with  
6 many different receptors in the brain. Studies show that MG and 7-OH interact with alpha-  
7 2 adrenergic receptors (adrenaline), D2 dopamine receptors, and the serotonin receptors  
8 (5-HT2A and 5-HT2C), all of which contribute to kratom’s mood-lifting and stimulant-  
9 like effects.

10 17. Most crucially, MG and 7-OH also interact with the mu-opioid receptor.<sup>4</sup> Yet  
11 consumers are largely ignorant of this fact.

12 18. For instance, while both 7-OH and MG target the opioid-receptor, 7-OH is  
13 more potent than both MG and morphine. In fact, 7-OHMG’s effect on the opioid receptors  
14 is approximately forty-six times that of MG, and thirteen times that of morphine. Both MG  
15 and 7-OH were found to be more potent to the mu-opioid receptor than morphine when  
16 taken via oral administration.

17 19. Accordingly, kratom products are referred to as a “quasi-opiate” by health  
18 professionals because of its opioid-like characteristics.

19 20. Opioids are addictive not only because of the pleasurable effects that they  
20 produce, but also because sudden cessation of opioid use causes severe withdrawal  
21 symptoms which users feel compelled to avoid by taking more of the drug. The tragedy of  
22 addiction is that users want to stop but cannot.

23 21. All substances that act on the opioid receptors have a high risk of addiction,  
24 and kratom is no exception. Addiction occurs when an opioid is ingested on a regular basis  
25 and, over time, the user develops a tolerance to the drug that requires the user to consume  
26 an increased dose of the drug to achieve the same effects a lower dose previously had. As

27 \_\_\_\_\_  
28 <sup>4</sup> The mu-opioid receptor produces the most addictive or habit-forming effects, such as  
euphoria and analgesia. For this reason, the mu-opioid receptor is known as “the gateway  
to addiction” because it is the receptor which all opioids interact with to produce the classic  
opioid high feelings of euphoria, sedation, and pain relief.

1 these doses increase, the body becomes dependent on the drug to feel normal and function  
2 properly. When the drug is suddenly taken away or the user tries to stop taking the drug,  
3 withdrawal occurs. Withdrawal symptoms cause the user to feel much worse than they did  
4 before they started taking the drug, and can be extremely painful and intolerable to the user.

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

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

13 **B. Kratom Use and Addiction in the United States**

14 24. Over the past decade, kratom has exploded in popularity within the United  
15 States. As of 2021, the American Kratom Association estimates that kratom is a \$1.3 billion  
16 a year industry, with 11 million to 15 million annual users within the United States. Studies  
17 show that 1 million United States residents use kratom monthly, and that two-thirds of  
18 those users use kratom daily.

19 25. Kratom’s popularity is attributed to several factors: first, kratom is marketed  
20 as a safe substitute for painkillers and so it appeals to consumers who falsely equate  
21 “natural” with “safe;” second, kratom has received media attention as a “nootropic” or  
22 “smart” drug because it is stimulating at low doses; third, kratom is widely available and  
23 unregulated within the United States; fourth, it produces a “pleasurable” high; and lastly,  
24 users are unaware of kratom’s opioid-like characteristics, addiction, and withdrawal  
25 potential.

26 26. Kratom is still a relatively unknown substance to the average consumer, and  
27 most people have never heard of it.  
28

1 27. Kratom sellers advertise it as a substitute for coffee, a pain reliever, a  
2 treatment for opioid withdrawal, an antidepressant, an anti-anxiety supplement, and that it  
3 improves focus and gives users a boost of energy to get through the day. Some even assure  
4 consumers that kratom is a non-addictive way to deal with opioid withdrawal. These  
5 kratom companies universally reiterate these purported “benefits” of kratom consumption,  
6 without disclosing any of the corresponding harms of kratom use.

7 28. As a result of kratom manufacturers’, retailers’, and advertisers’ failure to  
8 warn consumers of kratom’s addictive potential, many kratom users find themselves  
9 blindsided when they stop taking kratom and find themselves facing severe withdrawal  
10 symptoms after having stopped using what they thought was a harmless supplement.  
11 Further, because kratom is relatively unknown in the United States, there are not well-  
12 established recovery resources for addicted users to turn to for resources and aid. Some  
13 kratom users turn to the Internet for support, and there are well-populated and very active  
14 Internet forum support groups for consumers struggling with, and recovering from, kratom  
15 addictions.

16 29. The reports from addicted kratom users are heart-wrenching. Consistent  
17 among these reports is a feeling of initial shock when users realized they had become  
18 unknowingly addicted to kratom, and how difficult it was to stop their kratom use. Below  
19 are several accounts from the “Quitting Kratom” forum on [www.reddit.com](http://www.reddit.com), which has  
20 over 45,000 members as of September 2024:<sup>5</sup>

21 i. In one post titled **This needs to stop!!! I want to jump CT but the**  
22 **anxiety!**, a user wrote:

23 I have been doing this shit for 3 months. One of those Krave extracts from the  
24 smoke shop. Started one every other day for a months then for six weeks it  
25 was almost two I guess it say 6-9gs per serving. Then the last few weeks it's  
26 been two a day bc I'm killing myself with the anticipation. Is anyone else's  
27 stomach all fucked up from this? Like I havnt passed solid for a while, my gut  
28 hurts and seems like my gut health is just really bad. I have gabapentin but I'm  
so use to it, I have magnesium ready and been taking a multivitamin. I'm so  
afraid bc I went through a major Oxy habit 7 years ago. Been clean for 7 years  
from that except I've struggled with alcoholism on and off the last 7 years 6  
months sober then go out. It's a cycle and I can't anymore. I'm 28 days sober

<sup>5</sup> See <https://www.reddit.com/r/quittingkratom>.

1 after a 10 day relapse on drinking but have been on Kratom for the last 3  
2 months and I hate it. Just looking for some support and advice to just make  
3 the jump. I bought 20g of powder extract from a reputable store but I can't  
4 taper I just can't. I tried maybe over a week I could. With only using for 3  
5 months and not a high amount of shitty extract will am I blowing this outta  
6 proportion and making it worse? I just know I have to stop. I also want to  
7 know if anyone knows how to fix this guy and stomach issue? My eyes are  
8 blood shot and I just feel awful. I want out [....]

9 **a. Another user responded:**

10 Dealing with the same shit. Get out while you can. I've gotten off benzos and  
11 alcohol too and Kratom wrecked my body more than those last time (daily use  
12 for 3-4 years) lost maybe 40 lbs and looked pale/ghostly and couldn't stomach  
13 more than 1 meals and was doing good up until 2 months ago where I relapsed  
14 and I'm slowly seeing the bags under my eyes and gut issues again :/ we need  
15 off at any cost [...] delete all open Kratom shop websites, cut off all contacts  
16 or smoke shops [...] This is pretty much what I'm going to do in a few days, I  
17 just have to work a couple days before I have a week to myself to sweat it out.  
18 You got this I could do it once and it really was mostly just a lot of cold sweats,  
19 runny nose, RLS and cravings

20 **ii. In another post titled I've only only (sic) been taking ~3g-4g for  
21 several months, probably about 4. I just noticed withdrawal effects when trying  
22 to sleep last night and it scared the shit out of me., another user wrote:**

23 I didn't really think about how addictive this stuff was, I didn't take it or any  
24 reason other than I liked the feeling after working hard all day. I tried to sleep  
25 last night and I had the most insane RLS and sweats throughout my entire  
26 body; it felt like my bones were electrically charges and trying to escape from  
27 my body. It looks like a lot of people have been taking much higher dosages  
28 than me and that's completely understandable. I've been taking ~6-10 Krave  
capsules per day for a few months and I'm wondering if folks here think that's  
enough to justify a full-blown taper. I noticed the taper relies on pure powder  
and since I take capsules, I'm just trying to figure this out. I have job  
interviews currently (tech stuff) and really don't want to destroy myself in the  
process. That said, I really don't want to dig myself any deeper in this stuff  
and want to get away from it. Any thoughts on this would be greatly  
appreciated. Much love everyone.

30. Other experiences with kratom (not necessarily Krave Products) described on  
the subreddit are similarly horrifying:

**iii. One user wrote:**

I started using kratom in pill and powder form a couple years ago. I had no  
idea it was addictive, and I liked how it made me feel.... so much that I went  
from using it a couple weekends a month to wanting to use it every weekend  
to wanting to use it every day. I upped my dose a whole bunch, and soon I  
started to realize that, when I didn't take it, I would start to get what seemed  
like withdrawals! WTF? I googled it and did some more research and learned  
that I was indeed going through withdrawals. I immediately decided to suck  
it up and get off that stuff and spend a week withdrawing. Unfortunately, it



1 wasn't that simple. I was addicted. That poison was in my mind constantly. I  
2 started using again and, LONG story short and many MANY other withdrawal  
3 attempts later, I had lost my JOB, my boyfriend, and my personality. It landed  
4 me in the hospital many times actually. I was losing hair, my eyes looked  
5 horrible, my skin was horribly dry, and I was miserable. I decided to go to  
6 REHAB. Effing rehab for this sh!t.

7  
8 **iv. Another user shared:**

9 I just tapered down from 80gpd to 20, and the experience was so awful that I  
10 just decided to jump yesterday, figuring "Let's just get this over with already!"  
11 Well, I gotta tell you, last night may have been one of the roughest nights of  
12 my life. It felt like a bad acid trip. I got zero sleep. The RLS was so bad I kept  
13 getting out of bed, bundling up, which was exhausting in itself, and going for  
14 a loop around the property outside; while hoping to be able to crawl back in  
15 bed and actually sleep. Nope. It felt like I was being electrocuted!!! This is  
16 even with clonidine and gabapentin. But, I'm determined to NEVER go  
17 through that first night again! (And of course I was lamenting my rash  
18 decision to jump, and DYING to take some K). But, there's no turning back  
19 now. I'm hoping I'll get some sleep tonight since I had none last night. Wish  
20 me luck please :)

21 **v. Another user shared:**

22 I was the worst kratom addict I knew and now I'm coming up on 5 months  
23 sober. Let me first qualify VERY quickly... Multiple extract shots a day,  
24 crying on the way to the store, cut up all my credit cards multiple times (until  
25 I got Apple Pay), sent my credit cards to myself in the mail, got on oral  
26 naltrexone, got on vivitrol (the injectable shot), gave my wife my wallet, lied  
27 every day, ... Today I'm sober off of everything and almost 5 months clean. I  
28 don't crave alcohol or drugs anymore. Cravings were my biggest problem. I  
don't think about kratom all day any longer. I had to walk my sad @\$ all the  
way to a 12 step program in order to get help. I have to talk to other struggling  
people. I had to start working a program of recovery which i still work...My  
habit was \$50 a day, and with a newborn and mortgage etc I'm still trying to  
climb out of that hole. But man, to go from complete self-hate to self-love  
makes everything worth it. I hated myself, not anymore.

31. This Internet forum is filled with other accounts like these, and the stories are  
consistently the same—well-meaning people were looking to feel better by taking with  
what they thought was an “herbal supplement,” only to develop an opioid-like addiction.  
This anecdotal evidence makes clear that kratom’s addictive potential is a material fact to  
reasonable consumers that, if known, would help inform their purchase and consumption  
decisions. However, Defendant’s Products have no information whatsoever warning that  
kratom is similar to an opioid, is habit-forming, or that regular use will result in opioid-like  
dependency and withdrawal symptoms.

1 32. Consumers who knew the truth about kratom may not have purchased  
2 Defendant's Products or would have paid less than they did for them.

3 **C. Defendant Knew or Should Have Known it was Selling a Highly Addictive Drug**  
4 **to Unsuspecting Consumers**

5 33. Despite kratom's traditional medical uses, the negative effects of kratom use  
6 have long been known and observed, and are well-documented in Southeast Asia where  
7 the plant originates and has a long period of historic use. Kratom addiction in Thailand and  
8 Malaysia has been studied and documented in the United States by scientists and  
9 researchers since at least 1988.

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

12 35. Even without such interactions, Defendant received numerous user reports  
13 about the addictive potential of kratom in the United States.

14 36. Defendant therefore knew or should have known that the Products it was  
15 selling were highly addictive.

16 37. Despite this knowledge, Defendant failed to disclose kratom's addictive  
17 potential to its customers on its website or on its Products' packaging.

18 38. The furthest Defendant goes in "warning" a consumer about the usage of  
19 kratom is buried in a standard disclaimer at the bottom of the "Home" webpage of  
20 Defendant's website. Here, Defendant states, "Do not use if you are pregnant or nursing.  
21 It is illegal to possess Kratom if under 21 years of age...Consult your healthcare  
22 professional before using. Do not combine with alcohol or medication."<sup>6</sup> This disclaimer  
23 is a deliberately standard, uniform, and vague disclaimer one could easily find on an  
24 alcohol bottle. Defendant's disclaimer is misleading and far from the appropriate warning  
25 that consumers are entitled to. Kratom requires a far more detailed and comprehensive  
26 description warning consumers of its highly addictive nature, potential for seriously  
27 detrimental health effects, and susceptibility for withdrawal. Additionally, Defendant's  
28

---

<sup>6</sup> <https://www.kravekratom.com>.

1 disclaimer lacked any information on the recommended usage of the Products, which could  
2 lead unsuspecting consumers to using the Products on a daily basis, and further leading to  
3 addiction.

4 39. Defendant has no excuse for its lack of a detailed disclaimer warning on its  
5 Krave Products' packaging of kratom's harms. The pharmacological effects of MG and 7-  
6 OH have been thoroughly studied, and it is well-established that kratom acts on the same  
7 mu-opioid receptors in the brain as traditional opioids do. Further, there are widespread  
8 reports and studies of other addiction and dependency issues.

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

12 41. Despite this, Defendant markets its kratom Products as if they are nothing  
13 more than over-the-counter supplements. Indeed, the packaging looks more like allergy  
14 medication than a dangerously strong opioid, and Defendant's website and design language  
15 obfuscates the very real truth that it is selling a strong narcotic to consumers who likely do  
16 not fully comprehend the risks associated with consuming the Products.

17 42. Reasonable consumers looking at the Products' packaging would not presume  
18 that kratom is highly addictive.

19 43. Nowhere on the packaging does Defendant mention that kratom presents the  
20 same addiction problems that former opioid users and any other consumer would want to  
21 avoid. Consumers seeking help as they come off opioids may be drawn in by Defendant's  
22 misleading statements about kratom without knowing that they risk trading one addiction  
23 for another.

24 44. As a kratom product seller, manufacturer and/or distributor, Defendant  
25 occupies a position of superior knowledge to the average reasonable consumer, who likely  
26 knows nothing about kratom.

27 45. The information provided on Defendant's Products' packaging in particular is  
28 woefully sparse. A representative image of one of Defendant's Products is depicted below:

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



46. On Defendant’s website where it sells this kratom Product, Defendant does not provide any image of the back of the Product’s bottle or show any ingredient list for the Product on the bottle or on the Product’s webpage.<sup>7</sup>

47. Nor does Defendant provide any warning to consumers on the Products’ packaging or its website that the Products interact with opioid receptors or are highly addictive and should not be taken on a daily basis, or note any of the numerous negative side effects and withdrawal symptoms caused by its Products.

48. Indeed, the entire contents of the warning on the Products’ packaging is a bog-standard disclaimer—written in miniscule text—that consumers should consult a healthcare provider before use and that Defendants are not liable for “misuse of these products.”

<sup>7</sup> <https://www.kravekratom.com/red-maeng-da-kratom-capsules>.

1 49. A boilerplate disclaimer is plainly insufficient. This is a Product that poses a  
2 serious risk of intense addiction and withdrawal in line with traditional “hard” opioids.

3 50. Addiction is a disease. As such, Defendant’s Krave Products pose an  
4 unreasonable health hazard, and Defendant had and has a duty to disclose this fact on its  
5 *Products’ packaging*.

6 51. What’s more, nothing about the Products’ packaging would lead reasonable  
7 consumers to believe they were purchasing compounds similar to opioids, that function on  
8 the same mu-opioid receptors in the brain. To the contrary, the packaging proudly states  
9 “All Natural.” Further, the company logo includes a pleasant-looking green leaf. It looks  
10 as innocuous as a vitamin supplement.

11 52. Defendant, through its misleading advertising and its failure to disclose  
12 kratom’s addictive properties on its Products’ labels, relied upon the average consumer’s  
13 incomplete knowledge of kratom to better sell its Products and get users addicted to them.

14 53. Defendant fails to disclose kratom’s addictive potential because Defendant  
15 knows that it is a material fact to reasonable consumers which would influence their  
16 purchasing and consumption decisions, likely to Defendant’s detriment.

17 54. By any metric, Defendant’s conduct is immoral, unethical, and contrary to  
18 California, Oregon, and New York public policy.

19 55. The United States is going through an opiate crisis that is shaking the  
20 foundations of our society. Amid this crisis, Defendant is creating more addicts for no  
21 reason other than to line its pockets, without adequate disclosure of its Products’ risks  
22 through the use of false and misleading packaging and marketing. That cannot—and should  
23 not—stand, at least when Defendant’s conduct entails breaches of warranty and violation  
24 of state consumer protection statutes as it does here.

25 **PARTIES**

26 56. Plaintiff J.T. (“J.T.”) resides in Rocklin, California. In 2022, J.T. first heard  
27 about Krave from a friend and thought it would help treat his anxiety. J.T. was never  
28 warned about any risks of taking kratom from his friend or from reading Krave’s

1 packaging. Plaintiff J.T. purchased, and continues to purchase, Krave Products from  
2 Happy Cigarettes & Cigars in Auburn, California. J.T.'s use of Krave is currently at its  
3 worst, and has been for the past year, as he has been consuming a \$10 bag of Krave powder  
4 daily. J.T. realized he was addicted about a year ago when he began taking more of it, and  
5 experienced sore legs, restlessness, and trouble sleeping without it. J.T. is desperate to quit  
6 using Defendant's Krave Products but he has been unable to kick his addiction so far. Had  
7 he known that Defendant's Krave Products were highly addictive, by way of a warning on  
8 the Products' packaging, he would never have purchased them.

9 57. Plaintiff J.B. ("J.B.") is a resident of Williams, Oregon. J.B. first learned about  
10 Krave from a friend but heard nothing of any potential risks. In 2016, J.B. first tried Krave  
11 when he saw it in a store and bought it because he believed it would give him energy. J.B.  
12 purchased the Product from a store in Medford, Oregon. J.B. did not see any warnings on  
13 the Krave Product's packaging when he purchased it. J.B.'s addiction reached its low point  
14 at the start of 2024. By then, J.B. took approximately 7-8 grams of the powder about five  
15 or six times each day. J.B. would finish 250-gram, \$40, bags of Defendant's Products *every*  
16 *3 to 4 days*. J.B. was finally able to quit earlier this year by taking time away from his life  
17 to let the withdrawals run their course. It truly was one of the most excruciatingly difficult  
18 things he has ever endured. His withdrawals were severe and included prolonged bouts of  
19 diarrhea, restless legs, night sweats, and insomnia. Had J.B. known that Defendant's Krave  
20 Products were highly addictive, by way of a warning on the Products' packaging, he would  
21 never have purchased them.

22 58. Plaintiff D.F. ("D.F.") is a resident of Peekskill, New York. D.F. first heard  
23 about Krave kratom at a corner store and thought it might help him with physical pain and  
24 anxiety because the Products were advertised as plant-based products made for natural  
25 energy and pain relief. D.F. was never warned about the risks of taking kratom from the  
26 store or from reading the Krave Product's packaging when he purchased it. D.F. purchased  
27 Krave Products from the 202 Mobil gas station in Peekskill, New York. D.F.'s use of  
28 Defendant's Products increased consistently over time and was at its worst during the

1 pandemic. For a brief period during the pandemic, store closures prevented D.F. from  
2 purchasing Krave Products and he experienced grisly withdrawals, which forced him to  
3 confront the realization that he was physically addicted to Defendant's Products. During  
4 the height of his addiction, D.F. consumed roughly 14-21 grams of Krave powder per day,  
5 costing an average of about \$40 each week. D.F. has since succeeded in stopping his use  
6 of Defendant's kratom Products. The experience was eye-opening and agonizing. D.F.'s  
7 withdrawals included flu-like symptoms, insomnia, sweating, nausea, diarrhea. D.F. has  
8 also recently suffered from seizures (a first) that he believes are related to his kratom use.  
9 Had D.F. known that Defendant's Krave Products were highly addictive and that he would  
10 suffer severe withdrawal symptoms, by way of a warning on the Products' packaging, he  
11 would never have purchased them.

12 59. Defendant Ashlynn Marketing Group, Inc., doing business as Krave, is a  
13 California corporation with its principal place of business in Santee, California. Defendant  
14 Krave owns and operates the Krave website, [www.kravekratom.com](http://www.kravekratom.com), and also advertises,  
15 markets, distributes, and sells its Krave Products in California, New York, Oregon, and  
16 throughout the United States.

17 60. Plaintiffs do not know the true names or capacities of the persons or entities  
18 sued herein as Does 1-50, inclusive, and therefore sue such defendants by such fictitious  
19 names. Plaintiffs are informed and believe, and upon such information and belief allege,  
20 that each of the Doe defendants is, in some manner, legally responsible for the damages  
21 suffered by Plaintiffs and members of the proposed Classes as alleged herein. Plaintiffs  
22 reserve the right to amend this Complaint to set forth the true names and capacities of these  
23 defendants when they are ascertained, along with appropriate charging allegations, as may  
24 be necessary.

25 **CLASS ALLEGATIONS**

26 61. Plaintiffs bring this action pursuant to Rules 23(a), (b)(2) and (b)(3) of the  
27 Federal Rules of Civil Procedure on behalf of themselves and all other Class members,  
28 defined as follows:

1 All persons nationwide who, within the applicable statute of limitations  
2 period, purchased Krave kratom products (the “Nationwide Class”).

3 All persons who, within the applicable statute of limitations period, purchased  
4 Krave kratom products while in California (the “California Class”).

5 All persons who, within the applicable statute of limitations period, purchased  
6 Krave kratom products while in Oregon (the “Oregon Class”).

7 All persons who, within the applicable statute of limitations period, purchased  
8 Krave kratom products while in New York (the “New York Class”).

9 62. Excluded from the Classes is Defendant, as well as its officers, employees,  
10 agents or affiliates, parent companies and/or subsidiaries, and each of their respective  
11 officers, employees, agents or affiliates, and any judge who presides over this action.  
12 Plaintiffs reserve the right to expand, limit, modify, or amend these Class definitions,  
13 including the addition of one or more subclasses, in connection with their motion for Class  
14 certification, or at any other time, based upon, inter alia, changing circumstances and/or  
15 new facts obtained during discovery.

16 63. **Numerosity:** The members of the Classes are so numerous that joinder of all  
17 members is impracticable. Plaintiffs are informed and believe that the proposed Classes  
18 contain at least thousands of consumers throughout California, New York, Oregon, and the  
19 United States who have been damaged by Defendant’s conduct as alleged herein. The  
20 precise number of members of the Classes is unknown to Plaintiffs at this time.

21 64. **Existence and Predominance of Common Questions of Law and Fact:** This  
22 action involves common questions of law and fact, which predominate over any questions  
23 affecting individual members of the Classes. These common legal and factual questions  
24 include, but are not limited to, the following:

- 25 a. whether the labels on Defendant’s Products have the capacity to  
26 mislead reasonable consumers;
- 27 b. whether Defendant knew that kratom is a highly addictive substance  
28 that causes physical and psychological dependence and opioid-like withdrawal  
symptoms;



1 c. whether Defendant’s conduct alleged herein violates the FAL, the  
2 CLRA, the UCL, the UTPA, the NYDAPA and/or the NYFAA.

3 d. whether Defendant’s conduct alleged herein constitutes unjust  
4 enrichment;

5 e. whether Defendant’s conduct constitutes a fraudulent omission;

6 f. whether Plaintiffs and the Classes are entitled to damages and/or  
7 restitution; and

8 g. whether an injunction is necessary to prevent Defendant from  
9 continuing to sell its Krave Products without warning labels of their addictiveness.

10 65. **Typicality:** Plaintiffs’ claims are typical of the claims of the Classes in that  
11 Plaintiffs and the Class members sustained damages as a result of Defendant’s uniform  
12 wrongful conduct, based upon Defendant’s failure to inform Plaintiffs and all others  
13 similarly situated that its Products are highly addictive and akin to opioids.

14 66. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the  
15 members of the Classes. Plaintiffs have retained counsel experienced in complex consumer  
16 class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs  
17 have no antagonistic or adverse interests to those of the Classes.

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

25 68. Defendant has acted or failed to act on grounds generally applicable to the  
26 Classes, thereby making appropriate final injunctive relief with respect to the Classes as a  
27 whole.  
28

1 69. Without a class action, Defendant will continue a course of action that will  
2 result in further damages to Plaintiffs, members of the Classes, and the general public—  
3 who are also negatively impacted by the dregs of addiction—and will likely retain the  
4 benefits of Defendant’s wrongdoing.

5 70. Based on the forgoing allegations, Plaintiffs’ claims for relief include those  
6 set forth below.

7 71. Plaintiffs are informed that Defendant keeps extensive computerized records  
8 through its online sales data, as well as through, inter alia, general marketing programs.  
9 Defendant has one or more databases through which a significant majority of members of  
10 the Classes may be identified and ascertained, and Defendant maintains contact  
11 information, including email and home addresses, through which notice of this action could  
12 be disseminated in accordance with due process requirements.

13 **FIRST CAUSE OF ACTION**  
14 **Violation of California’s Unfair Competition Law (“UCL”)**  
15 **Bus. & Prof. Code, §§ 17200, et seq.**  
***(On Behalf of Plaintiff J.T. and the California Class)***

16 72. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

17 73. Plaintiff J.T. brings this cause of action individually and on behalf of the  
18 members of the proposed California Class against Defendant.

19 74. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or  
20 fraudulent, business act or practice and unfair, deceptive, untrue or misleading advertising  
21 and any act[.]” A practice is unfair if it (1) offends public policy; (2) is immoral, unethical,  
22 oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL  
23 allows “a person who has suffered injury in fact and has lost money or property” to  
24 prosecute a civil action for violation of the UCL. Such a person may bring such an action  
25 on behalf of himself or herself and others similarly situated who are affected by unlawful  
26 and/or unfair business practices or acts.

27 75. As alleged below, Defendant has committed unlawful, fraudulent, and/or  
28 unfair business practices under the UCL by (a) representing that its Products have certain

1 characteristics that they do not, in violation of California Civil Code Section 1770(a)(5);  
2 (b) advertising goods and services with the intent not to sell them as advertised, in violation  
3 of California Civil Code Section 1770(a)(9); (c) selling addictive substances to  
4 unsuspecting consumers and profiting from their addiction; and (d) failing to disclose that  
5 its kratom Products pose a serious risk of addiction.

6 76. Defendant's conduct has the capacity to mislead a significant portion of the  
7 general consuming public and to target consumers, acting reasonably in the circumstances.

8 77. Defendant's conduct has injured Plaintiff J.T. and the California Class he  
9 seeks to represent in that they paid money for a Product that they would not have purchased  
10 or paid more than they would have but for Defendant's failure to disclose the addictive  
11 nature of its kratom Products. Such injury substantial and is not outweighed by any  
12 countervailing benefits to consumers or competition. Indeed, no benefit to consumers or  
13 competition results from Defendant's conduct. Since consumers reasonably rely on  
14 Defendant's labels, and thus also Defendant's omissions, consumers themselves could not  
15 have reasonably avoided such injury.

16 78. Moreover, Defendant's Products pose an unreasonable health hazard because  
17 kratom is highly addictive and may induce serious withdrawal symptoms. Accordingly,  
18 Defendant had a duty to consumers to disclose on the Products' labels that its kratom  
19 Products pose a risk of physical and psychological dependence.

20 79. Pursuant to California Business and Professions Code Section 17203, Plaintiff  
21 J.T. and the California Class members seek an order of this Court that includes, but is not  
22 limited to, an order requiring Defendant to (a) provide restitution to Plaintiff J.T. and the  
23 other California Class members; (b) disgorge all revenues obtained as a result of  
24 Defendant's violations of the UCL; and (c) pay Plaintiff J.T. and the California Class  
25 members' attorneys' fees and costs.

26 80. Here, equitable relief is appropriate because Plaintiff J.T. may lack an  
27 adequate remedy at law if, for instance, damages resulting from their purchase of the  
28 Products is determined to be an amount less than the premium price of the Products.

1 Without compensation for the full premium price of the Products, Plaintiff J.T. would be  
2 left without the parity in purchasing power to which he is entitled.

3 **SECOND CAUSE OF ACTION**  
4 **Violation of California’s False Advertising Law (“FAL”)**  
5 **Bus. & Prof. Code, §§ 17500, *et seq.***  
6 ***(On Behalf of Plaintiff J.T. and the California Class)***

7 81. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

8 82. Plaintiff J.T. brings this claim individually and on behalf of the California  
9 Class against Defendant.

10 83. Defendant’s acts and practices, as described herein, have deceived, and are  
11 likely to continue to deceive, California Class members and the public at large. As  
12 described above and throughout this Complaint, Defendant failed to disclose that kratom  
13 is addictive on its Products’ packaging.

14 84. Defendant disseminated uniform advertising regarding its kratom Products to  
15 and across California. This advertising was, by its very nature, unfair, deceptive, untrue,  
16 and misleading within the meaning of the FAL. Such advertisements were intended to,  
17 and likely did, deceive the consuming public for the reasons detailed herein.

18 85. The above-described false, misleading, and deceptive advertising Defendant  
19 disseminated continues to have a likelihood to deceive because Defendant continues to  
20 misrepresent that kratom is not addictive.

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

24 87. Plaintiff J.T. and the California Class members purchased Defendant’s  
25 Products based on Defendant’s misrepresentations and omissions indicating that kratom is  
26 not addictive.

27 88. Defendant’s misrepresentations and non-disclosures of the material facts  
28 described herein constitute false and misleading advertising and, therefore, constitute a  
violation of the FAL.

1 89. As a result of Defendant's wrongful conduct, Plaintiff J.T. and the California  
2 Class members lost money in an amount to be proven at trial. Plaintiff J.T. and the  
3 California Class are therefore entitled to restitution as appropriate for this cause of action.

4 90. Plaintiff J.T. and the California Class seek all monetary and non-monetary  
5 relief allowed by law, including restitution of all profits stemming from Defendant's unfair,  
6 unlawful, and fraudulent business practices; declaratory relief; reasonable attorneys' fees  
7 and costs under California Code Civil Procedure Section 1021.5; and other appropriate  
8 equitable relief.

9 **THIRD CAUSE OF ACTION**  
10 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**  
11 **Cal. Civ. Code, §§ 1750, et seq.**  
***(On Behalf of Plaintiff J.T. and the California Class)***

12 91. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

13 92. Plaintiff J.T. brings this claim individually and on behalf of the California  
14 Class against Defendant.

15 93. Plaintiff J.T. and California Class members are consumers within the meaning  
16 of California Civil Code Section 1761(d) of the CLRA.

17 94. Civil Code Section 1770(a)(5) prohibits "[r]epresenting that goods or services  
18 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which  
19 they do not have or that a person has a sponsorship, approval, status, affiliation, or  
20 connection which she or he does not have."

21 95. Civil Code Section 1770(a)(7) prohibits "[r]epresenting that goods or services  
22 are of a particular standard, quality, or grade, or that goods are of a particular style or  
23 model, if they are of another."

24 96. Civil Code Section 1770(a)(9) prohibits "advertising goods or services with  
25 intent not to sell them as advertised."

26 97. Defendant violated Civil Code Sections 1770(a)(5), (a)(7), and (a)(9) by  
27 failing to disclose that its Products are addictive, an unreasonable health hazard and  
28 necessarily a fact which is material to reasonable consumers.

1 98. Defendant’s misrepresentations and omissions deceived, and have a tendency  
2 and ability to deceive, the general public.

3 99. Defendant has exclusive or superior knowledge of kratom’s addictive nature,  
4 which was not known to Plaintiffs or California Class members.

5 100. Plaintiff J.T. and California Class members have suffered harm as a result of  
6 these violations of the CLRA, Civil Code Section 1750, because they have incurred charges  
7 and/or paid monies for the Products that they otherwise would not have incurred or paid  
8 had they known that kratom is addictive and causes withdrawals. As a result, Plaintiff J.T.  
9 and the California Class are entitled to actual damages in an amount to be proven at trial,  
10 reasonable attorneys’ fees and costs, declaratory relief, and punitive damages.

11 101. On October 18, 2024, Plaintiffs’ counsel sent Defendant a CLRA notice letter,  
12 which complies in all respect with Section 1782(a). The letter was sent via certified mail,  
13 return receipt requested, and advised Defendant that it was in violation of the CLRA and  
14 demanded Defendant cease and desist from such violations and make full restitution by  
15 refunding the monies received therefrom. The CLRA letter stated that it was sent on behalf  
16 of all other similarly situated purchasers. If Defendant does not respond to Plaintiffs’ letter  
17 and agree to rectify the problems associated with the actions detailed above and give notice  
18 to all affected consumers within 30 days of the date of written notice pursuant to  
19 Section 1782, Plaintiffs will amend this Complaint to seek actual, punitive, and statutory  
20 damages, as appropriate against Defendant.

21 **FOURTH CAUSE OF ACTION**  
22 **Violation of Oregon’s Unlawful Trade Practices Act (“UTPA”)**  
23 **Or. Rev. Stat. §§ 646.605 *et seq.***  
***(On Behalf of Plaintiff J.B. and the Oregon Class)***

24 102. Plaintiffs re-allege and incorporate by reference every allegation set forth in  
25 the preceding paragraphs.

26 103. Plaintiff J.B. brings this claim individually and on behalf of the members of  
27 the proposed Oregon Class against Defendant for violations of the UTPA, Oregon Revised  
28 Statutes Section 646.605, *et seq.*

1 104. The UTPA is intended to be interpreted liberally to protect consumers,  
2 covering a broad spectrum of unfair or deceptive practices in trade or commerce.

3 105. The unlawful methods, acts and practices pled herein were committed in the  
4 course of Defendant’s business.

5 106. Defendant is a “person,” as defined by Oregon Revised Statutes  
6 Section 646.605(4). Defendant is engaged in “trade” and “commerce” in Oregon by  
7 advertising, offering or distributing for sale goods that directly or indirectly affect the  
8 people of the State of Oregon, as defined by Oregon Revised Statutes Section 646.605(8).

9 107. Defendant’s kratom Products are “goods” that Plaintiff J.B. and the proposed  
10 Oregon Class obtained primarily for personal purposes, as defined by Oregon Revised  
11 Statutes Section 646.605(6).

12 108. Oregon Revised Statutes Section 646.608(1)(e) states that it is an unlawful  
13 business practices for a company to represent that their goods sold have characteristics,  
14 ingredients, uses, or benefits that they do not have. This provision is specifically intended  
15 to prevent economic harm based on deceptive commercial practices and extends to  
16 omissions.

17 109. A “representation” under Oregon Revised Statutes Section 646.608(1) is any  
18 manifestation of any assertion by words or conduct, including, but not limited to, a failure  
19 to disclose a fact.

20 110. The Supreme Court of Oregon has clarified that for a defendant to violate the  
21 UTPA provisions prohibiting misrepresentations about a product's attributes, it is not  
22 required that the misrepresentations be material to consumer purchasing decisions. *See*  
23 *State ex rel Rosenblum v. Living Essentials, LLC*, 371 Or. 23 (2023). This means that any  
24 misrepresentation about the product, regardless of its influence on the purchasing decision,  
25 can be actionable under the UTPA.

26 111. Defendant has further engaged in “unconscionable tactics” by knowingly  
27 taking advantage of consumers’ physical infirmity and ignorance, and knowingly  
28

1 permitting customers to enter into transactions in which the customer will derive no  
2 material benefit. Oregon Revised Statutes Section 646.605(9).

3 112. Defendant’s unlawful omissions, acts, and practices pled herein were “willful  
4 violations” of Oregon Revised Statutes Section 646.608 because Defendant knew or should  
5 have known that Defendant’s conduct was a violation, as defined by Oregon Revised  
6 Statutes Section 646.605(10).

7 113. Defendant’s methods, acts and practices, including Defendant’s  
8 representations, omissions, active concealments and failures to disclose, violated and  
9 continue to violate the UTPA.

10 114. With respect to omissions, Defendant at all relevant times had a duty to  
11 disclose the information in question because (i) Defendant had exclusive knowledge of  
12 material information that was not known to Plaintiff J.B. and the Oregon Class (i.e., that  
13 kratom is highly addictive); (ii) Defendant concealed material information from Plaintiff  
14 J.B. and the Oregon Class (i.e., that kratom is highly addictive); and/or (iii) Defendant  
15 made partial representations which were false and misleading absent the omitted  
16 information.

17 115. Defendant’s misrepresentations and nondisclosures deceive and tend to  
18 deceive a reasonable consumer and the general public.

19 116. Defendant engaged in these reckless or knowing use of these unlawful  
20 methods, acts or practices alleged herein which have been declared unlawful by the UTPA.

21 117. As a direct, substantial and/or proximate result of Defendant’s conduct,  
22 Plaintiff J.B. and the Oregon Class members suffered compensable and ascertainable  
23 losses.

24 118. Plaintiff J.B. and the Oregon Class members would not have purchased the  
25 Products at the prices they paid if they had known the harmful opioid-like effects of kratom  
26 consumption and/or its addiction and withdrawal symptoms.

27 119. Plaintiff J.B. seeks on behalf of himself and the Oregon Class: (1) the greater  
28 of statutory damages of \$200 or actual damages for every violation of the act; (2) punitive



1 damages; (3) appropriate equitable relief, including injunctive and restitution, as  
2 appropriate; and (4) attorneys’ fees and costs pursuant to Oregon Revised Statutes  
3 Section 646.638, *et seq.*

4 120. Under the UTPA, a private plaintiff may seek an injunction as may be  
5 necessary to ensure cessation of unlawful business and trade practices. Oregon Revised  
6 Statutes Section 646.636. The unlawful acts and omissions pled herein were, are, and  
7 continue to be part of a pattern or generalized course of conduct. Defendant’s conduct is  
8 ongoing and is likely to continue and recur absent a permanent injunction. Accordingly,  
9 Plaintiff J.B. seeks an order enjoining Defendant from committing such unlawful practices  
10 pursuant to Oregon Revised Statutes Section 646.638(8)(c); Oregon Revised Statutes  
11 Section 646.636. The balance of the equities favors the entry of permanent injunctive relief  
12 against Defendant. Plaintiff J.B., the Oregon Class members, and the general public will  
13 be irreparably harmed absent the entry of permanent injunctive relief against Defendant.  
14 Plaintiff J.B., the Oregon Class members, and the general public lack an adequate remedy  
15 at law. A permanent injunction against Defendant is in the public interest. Plaintiff J.B. is  
16 informed and believes and thereon alleges that Defendant’s unlawful behavior is ongoing  
17 as of the date of the filing of this Complaint. If not enjoined by order of this Court,  
18 Defendant will or may continue to injure Plaintiff J.B. and Oregon consumers through the  
19 misconduct alleged herein. Absent the entry of a permanent injunction, Defendant’s  
20 unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, it is  
21 capable of repetition and is likely to reoccur.

22 121. This action was brought “within one year after the discovery of the unlawful  
23 method, act or practice.” Oregon Revised Statutes Section 646.638(6). By Defendant’s  
24 design, its misrepresentations and omissions regarding the effects of the ingredients in its  
25 kratom Products made it virtually impossible for the typical consumer to discover the truth.  
26 Plaintiff J.B. and members of the proposed Oregon Class were reasonable consumers who  
27 trusted Defendant’s representations when they purchased Defendant’s kratom Products.  
28

**FIFTH CAUSE OF ACTION**

**Violation of New York’s Consumer Protection from Deceptive Acts and Practices Act (“NYDAPA”)  
N.Y. Gen. Bus. Law §§ 349, *et seq.*  
(On Behalf of Plaintiff D.F. and the New York Class)**

1  
2  
3  
4 122. Plaintiffs re-allege and incorporate by reference every allegation set forth in  
5 the preceding paragraphs.

6 123. Plaintiff D.F. brings this cause of action individually and on behalf of the  
7 members of the proposed New York Class against Defendant for violations of the  
8 NYDAPA, N.Y. General Business Law Section 349, *et seq.*

9 124. NYDAPA makes unlawful “[d]eceptive acts or practices in the conduct of any  
10 business, trade or commerce.” N.Y. General Business Law Section 349. Defendant’s  
11 conduct, as set forth herein, constitutes deceptive acts or practices under this section.

12 125. Plaintiff D.F. and members of the proposed New York Class are “persons”  
13 under the NYDAPA, N.Y. General Business Law Section 349(h), and Defendant’s actions  
14 as set forth herein occurred in the conduct of “business, trade or commerce” under the  
15 NYDAPA.

16 126. In the course of its business, Defendant marketed its kratom Products in such  
17 a way that gave consumers, including Plaintiff D.F. and members of the proposed New  
18 York Class, the impression that its Products were safe to consume and did not cause any  
19 opioid-like addiction and withdrawal symptoms; therefore, leading to the false impression  
20 that Defendant’s Products were worth more than they actually were.

21 127. Plaintiff D.F. and members of the proposed New York Class had no way of  
22 discerning that Defendant’s representations were false and misleading.

23 128. Defendant thus violated and continues to violate NYDAPA by making  
24 statements that, when considered from the perspective of a reasonable consumer, give the  
25 false impression that Defendant’s kratom Products are safe to consume and do not cause  
26 opioid-like effects and withdrawal symptoms.

27 129. Defendant knew or should have known that its conduct violated NYDAPA  
28 and Defendant owed a duty to Plaintiff D.F. and members of the proposed New York Class

1 to refrain from engaging in deceptive acts or practices, and to disclose the truth about  
2 kratom’s harms.

3 130. Defendant made affirmative misrepresentations and omissions when it failed  
4 to disclose material facts regarding the harms of its kratom Products with the intent to  
5 mislead Plaintiff D.F. and members of the proposed New York Class.

6 131. Defendant’s misleading and false advertising regarding the addictive nature  
7 of kratom was material to Plaintiff D.F. and members of the proposed New York Class, as  
8 they relate to the safety of the Product the consumer received and paid for. A reasonable  
9 consumer would attach importance to such representations and would be induced to act  
10 thereon in deciding whether or not to purchase the product.

11 132. Defendant’s unfair and/or deceptive acts or practices were likely to and did  
12 deceive reasonable consumers, including Plaintiff D.F. and members of the proposed New  
13 York Class. Plaintiff D.F. and members of the proposed New York Class reasonably relied  
14 upon Defendant’s misrepresentations and omissions when purchasing Defendant’s kratom  
15 Products. Plaintiff D.F. and members of the proposed New York Class would not have  
16 purchased Defendant’s Products but for Defendant’s failure to disclose kratom’s  
17 composition, addictive nature, and the negative side effects and withdrawal symptoms that  
18 would result from use of Defendant’s Products.

19 133. Defendant’s violations of NYDAPA, through its unlawful, unfair, and  
20 fraudulent business practices, are ongoing and present a continuing threat that Plaintiff  
21 D.F., members of the proposed New York Class, and the public will be deceived into  
22 purchasing Products based on Defendants misrepresentations and omissions regarding the  
23 purported “benefits” and actual harms posed by its kratom Products. These  
24 misrepresentations lead to financial damage for consumers like Plaintiff D.F. and members  
25 of the proposed New York Class who would not have bought Defendant’s Products had  
26 they known kratom’s true nature.

27 134. As a direct and proximate result of Defendant’s misleading and false  
28 advertisements, as well as Defendant’s deceptive and unfair acts and practices made during

1 the course of Defendant’s business, Plaintiff D.F. and members of the proposed New York  
2 Class suffered ascertainable loss and actual damages.

3 135. Plaintiff D.F. and members of the proposed New York Class are entitled to all  
4 of the damages, remedies, fees, and costs available under NYDAPA, including but not  
5 limited to, injunctive relief, recovery of actual damages and/or fifty dollars in statutory  
6 damages, whichever is greater, as well as treble damages, reasonable attorneys’ fees, and  
7 all other remedies this Court deems proper.

8 **SIXTH CAUSE OF ACTION**  
9 **Violation of New York False Advertising Act (“NYFAA”)**  
10 **N.Y. Gen. Bus. Law §§ 350, *et seq.***  
11 ***(On Behalf of Plaintiff D.F. and the New York Class)***

12 136. Plaintiffs reallege and reincorporate by reference all paragraphs alleged  
13 above.

14 137. Plaintiff D.F. brings this claim individually and on behalf of the proposed New  
15 York Class against Defendant for violations of the NYFAA, N.Y. General Business Law  
16 Section 350.

17 138. The NYFAA makes unlawful “[f]alse advertising in the conduct of any  
18 business, trade or commerce.” N.Y. General Business Law Section 350. False advertising  
19 includes “advertising, including labeling of a commodity . . . if such advertising is  
20 misleading in a material respect,” taking into account “the extent to which the advertising  
21 fails to reveal facts material in light of such representations [made] with respect to the  
22 commodity . . .” N.Y. General Business Law Section 350(a).

23 139. Defendant’s misrepresentations and omissions in its Products’ packaging,  
24 marketing, and website descriptions regarding the true nature, composition, and harms of  
25 its kratom Products constitute an unfair, untrue, and misleading practice. This deceptive  
26 marketing practice gave consumers the false impression that Defendant’s Products were  
27 natural and/or safe to consume, and therefore lead to the false impression that the Products  
28 sold by Defendant were worth more than they actually were.

1 140. Defendant misled consumers by making untrue and misleading statements  
2 and failing to disclose material facts regarding the true nature and effects of its kratom  
3 Products with the intent to mislead Plaintiff D.F. and members of the proposed New York  
4 Class.

5 141. Defendant's unfair and deceptive acts or practices were likely to, and did,  
6 deceive reasonable consumers, including Plaintiff D.F. and members of the proposed New  
7 York Class, about the real harmful nature of its kratom Products. Plaintiff D.F. and  
8 members of the proposed New York Class reasonably relied upon Defendant's  
9 misrepresentations when purchasing Defendant's Products. Plaintiff D.F. and members of  
10 the proposed New York Class would not have purchased Defendant's Products but for  
11 Defendant's misrepresentations and omissions regarding the true nature of kratom and the  
12 effects of the ingredients in its kratom Products.

13 142. Defendant's violations of the NYFAA, through its unlawful, unfair, and  
14 fraudulent business practices, are ongoing and present a continuing threat that Plaintiff  
15 D.F., members of the proposed New York Class, and the public will be deceived into  
16 purchasing Products based on Defendant's misrepresentations and omissions regarding the  
17 harmful and addictive nature of its Products. These misrepresentations and omissions by  
18 Defendant lead to financial damage for consumers like Plaintiff D.F. and members of the  
19 proposed New York Class.

20 143. As a direct and proximate result of Defendant's misleading and false  
21 advertisements, as well as Defendant's deceptive and unfair acts and practices made by  
22 Defendant's business, Plaintiff D.F. and members of the proposed New York Class  
23 suffered ascertainable loss and actual damages.

24 144. Plaintiff D.F. and members of the proposed New York Class are entitled to  
25 all the damages, remedies, fees, and costs available under the NYFAA, including, but not  
26 limited to, injunctive relief, recovery of actual damages and/or \$500 per violation,  
27 whichever is greater, as well as treble damages, reasonable attorneys' fees, and all other  
28 remedies this Court deems proper.

1 **SEVENTH CAUSE OF ACTION**  
2 **Breach of Implied Warranty**  
3 ***(On Behalf of Plaintiffs and the Nationwide Class)***

4 145. Plaintiffs reallege and reincorporate by reference all paragraphs alleged  
5 above.

6 146. Plaintiffs bring this claim individually and on behalf of the Nationwide Class  
7 against Defendant.

8 147. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller  
9 of the Products, impliedly warranted that kratom is not addictive and does not cause opioid-  
10 like withdrawal symptoms because it did not provide disclosure on the Products' packaging  
11 stating otherwise.

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

21 149. Plaintiffs and the Nationwide Class members purchased the Products in  
22 reliance upon Defendant's skill and judgement and the implied warranties of fitness for the  
23 purpose.

24 150. The kratom Products were defective when they left Defendant's exclusive  
25 control.

26 151. Plaintiffs and the Nationwide Class did not receive the goods as warranted.

27 152. As a direct and proximate cause of Defendant's breach of its implied warranty,  
28 Plaintiffs and the Nationwide Class have been injured and harmed because (i) they would  
not have purchased Defendant's Products on the same terms if they knew that the Products

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

3 153. On October 18, 2024, Plaintiffs' counsel sent Defendant a notice letter on  
4 behalf of Plaintiffs that complied in all respects with U.C.C. Sections 2-314 and 2-607.  
5 This notice letter advised Defendant that it had breached an implied warranty and  
6 demanded Defendant cease and desist from such breaches and make full restitution by  
7 refunding the monies received therefrom.

8 **EIGHTH CAUSE OF ACTION**  
9 **Unjust Enrichment**  
10 ***(On Behalf of Plaintiffs and the Nationwide Class)***

11 154. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint  
12 as fully stated herein.

13 155. Plaintiffs bring this claim individually and on behalf of the Nationwide Class  
14 members against Defendant.

15 156. Plaintiffs and the Nationwide Class conferred a benefit on Defendant in the  
16 form of the gross revenues Defendant derived from the money they paid to Defendant.

17 157. Defendant had an appreciation or knowledge of the benefit conferred on it by  
18 Plaintiffs and the Nationwide Class members.

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

25 159. Defendant accepted and retained the benefit in the amount of the gross  
26 revenues it derived from sales of the Products to Plaintiffs and the Nationwide Class  
27 members.  
28

1 160. Defendant has thereby profited by retaining the benefit under circumstances  
2 which would make it unjust for Defendant to retain the benefit.

3 161. Plaintiffs and the Nationwide Class members are, therefore, entitled to  
4 restitution in the form of the revenues derived from Defendant's sale of the Products.

5 162. As a direct and proximate result of Defendant's actions, Plaintiffs and the  
6 Nationwide Class members have suffered in an amount to be proven at trial.

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

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

16 **NINTH CAUSE OF ACTION**  
17 **Fraud by Omission**  
*(On Behalf of Plaintiffs and the Nationwide Class)*

18 165. Plaintiffs reallege and reincorporate by reference all paragraphs alleged  
19 above.

20 166. Plaintiffs bring this claim individually and on behalf of the Nationwide Class  
21 against Defendant.

22 167. Defendant distributed its Products throughout the United States, including  
23 within the States of California, New York, and Oregon.

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

27 169. Defendant knows that kratom is addictive because it interacts with kratom  
28 vendors and has received consumer reports of addiction and withdrawal.



1 170. Defendant knows that knowledge of kratom’s addictive nature is a material  
2 fact that would influence the purchasing decision of reasonable consumers because  
3 addiction is an unreasonable health hazard.

4 171. Defendant therefore had a duty to Plaintiffs and to the Nationwide Class  
5 members to disclose that kratom is addictive and can cause withdrawals on the Products’  
6 packaging.

7 172. Consumers reasonably and justifiably relied on Defendant’s omissions,  
8 because it is reasonable to assume that a product which is addictive like an opioid would  
9 bear a warning on its packaging.

10 173. As a result of Defendant’s omissions, Plaintiffs and the Nationwide Class paid  
11 for kratom Products they may not have purchased, or paid more for those Products than  
12 they would have, had they known the truth about kratom.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs, on behalf of themselves, and on behalf of the Classes,  
15 respectfully request this Court award relief against Defendant as follows:

- 16 a. an order certifying the Classes and designating Plaintiffs as the Class  
17 Representatives and their counsel as Class Counsel;
- 18 b. award Plaintiffs and members of the Classes actual, consequential,  
19 punitive, and statutory damages, as appropriate;
- 20 c. award restitution and disgorgement of all profits and unjust enrichment  
21 that Defendant obtained from Plaintiffs and the Class members as a result of  
22 Defendant’s unlawful, unfair, and fraudulent business practices described herein;
- 23 d. award declaratory and injunctive relief as permitted by law or equity,  
24 including enjoining Defendant from continuing its unlawful practices set forth  
25 herein, and directing Defendant to identify, with Court supervision, victims of its  
26 misconduct and pay them all money it is required to pay;
- 27 e. order Defendant to engage in a corrective advertising campaign;
- 28 f. award attorneys’ fees and costs; and

1 g. award any other further relief as the Court may deem necessary or  
2 appropriate.

3 **JURY TRIAL DEMANDED**

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

5  
6 Dated: October 28, 2024

**LYNCH CARPENTER, LLP**

7 By: */s/Todd D. Carpenter*

8 Todd D. Carpenter (State Bar No. 234464)

todd@lcllp.com

9 Scott G. Braden (State Bar No. 305051)

scott@lcllp.com

10 James B. Drimmer (State Bar No. 196890)

jim@lcllp.com

11 1234 Camino Del Mar

Del Mar, CA 92014

12 Telephone: (619) 762-1910

Facsimile: (858) 313-1850

13 *Attorneys for Plaintiffs and*  
14 *Proposed Class Counsel*