

EXHIBIT 15

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF LOUISIANA

3 KATHLEEN MOLLER : CIVIL ACTION NO.
4 vs. : 24-0228-WBV-DPC
5 MARTIAN SALES, INC; :
6 JOPEN, LLC, a Texas : Judge Wendy B.
7 limited liability : Vitter
8 company; JOHNSON :
9 FOODS, LLC, a :
10 Wyoming limited : MAGISTRATE DONNA
11 liability company; : PHILLIPS CURRAULT
12 LP IND., LLC, a :
13 Wyoming limited :
14 liability company; :
15 CAG HOLDINGS, LLC, :
16 a Wyoming limited :
17 liability company; :
18 RMH HOLDINGS, INC., :
19 a Wyoming :
20 corporation; ABC :
21 INSURANCE COMPANY, :
22 and John Does 1-4. :
23

24 - - -
October 28, 2024
- - -

20 Videotaped deposition of MARK REILLY,
21 taken pursuant to notice, at the location
22 of the witness, Seattle, Washington,
23 commencing on the above date at or about
24 9:00 a.m. PST/12:00 p.m. EST before
Eileen P. Barth, C.S.R., N.P.

- - -

Job No. MDLG6937333

1 APPEARANCES:

2 MAGLIO, CHRISTOPHER & TOALE, P.A.
3 BY: MICHAEL J. COWGILL, ESQUIRE
4 TAMARA SPIRES, ESQUIRE
5 1515 Ringling Boulevard
6 Suite 700
7 Sarasota, FL 32426
8 mcowgill@mctlaw.com
9 twilliams@mctlaw.com
10 Attorneys for the Plaintiff

11 KILPATRICK TOWNSEND & STOCKTON LLP
12 BY: GWENDOLYN C. PAYTON, ESQUIRE
13 1420 Fifth Avenue
14 Suite 3700
15 Seattle, WA 98101
16 gpayton@ktslaw.com
17 Attorneys for the Defendants

18 GIEGER, LABORDE & LAPEROUSE
19 BY: JOHN E. W. BAAY, II, ESQUIRE
20 701 Poydras Street
21 New Orleans, LA 70139
22 jbaay@glllaw.com
23 Attorneys for the Defendant
24 Johnson Foods

ALSO PRESENT:

Phillip Todd, Videographer

1 MS. PAYTON: Object to the
2 form.

3 THE WITNESS: I do, yes.

4 BY MR. COWGILL:

5 Q. Is A1 Wholesale an exclusive
6 distributor for Martian Sales?

7 A. I wouldn't say it's
8 exclusive, but it's, like, the only one
9 that I'm using right now.

10 Q. When did you first start
11 working with A1?

12 MS. PAYTON: I'm so sorry.
13 I missed the end of the question.

14 BY MR. COWGILL:

15 Q. When did you start --

16 MS. PAYTON: When did you
17 start --

18 BY MR. COWGILL:

19 Q. When did you first start
20 working with A1 Wholesale?

21 A. Maybe back in, like, 2015.

22 Q. And a moment ago, you
23 testified that A1 Wholesale is the only
24 distributor you're working with right

1 didn't you incorporate Martian Sales in
2 Georgia?

3 MS. PAYTON: I'm going to
4 object to the form. It calls for
5 a legal conclusion. The witness
6 has already testified that it is
7 privileged.

8 Instruct you not to answer
9 that question.

10 BY MR. COWGILL:

11 Q. Did an attorney advise you
12 to incorporate Martian Sales in Wyoming?

13 A. Pardon?

14 Q. Did an attorney advise you
15 to incorporate Martian Sales in Wyoming?

16 A. I believe so, yes.

17 Q. Were you aware that Wyoming
18 doesn't require disclosure of members of
19 an LLC or a corporation?

20 MS. PAYTON: Hold on. I'm
21 going to object to the form.

22 Instruct you not to answer
23 if it calls for information that
24 you received only from your

1 processor, then to the packager?

2 A. Correct.

3 Q. And --

4 A. Could I get some water?

5 MS. PAYTON: Yeah.

6 BY MR. COWGILL:

7 Q. During what time frame has
8 Martian Sales been working with Nuza?

9 A. Maybe since, like, 2018 or
10 '19. No. Probably -- 2020, maybe.

11 Sorry. I'm really bad with
12 time.

13 Q. Is Nuza located in
14 Louisiana?

15 A. No.

16 Q. Where is Nuza located?

17 A. I want to say they're based
18 out of Atlanta.

19 Q. Atlanta?

20 A. Yes, sir.

21 Q. Caliber -- or Calibre
22 Manufacturing, you're familiar with that
23 entity?

24 A. Yes, sir.

1 Q. What sort of work does
2 Calibre do on behalf of Martian Sales?

3 A. They do the encapsulation.

4 Q. And just so I understand, is
5 that literally putting kratom powder into
6 capsules?

7 A. Yes, sir.

8 Q. And what time frame -- in
9 what time frame have Calibre and Martian
10 Sales been working together?

11 A. Maybe just the past couple
12 years, like three or four.

13 Q. So roughly 2021 until today?

14 A. Roughly, correct.

15 Q. And is Calibre located in
16 Louisiana?

17 A. No.

18 Q. Where are they located?

19 A. Georgia.

20 Q. Where in Georgia?

21 A. I guess the Atlanta area.

22 Q. And I think you testified
23 earlier that you recognized the entity
24 Advanced Nutrition?

1 A. Yes.

2 Q. And has Martian Sales done
3 any work with Advanced Nutrition?

4 A. Yes, sir.

5 Q. What sort of work?

6 A. They did some -- also
7 encapsulation.

8 Q. During what time frame?

9 A. Maybe '15 to '19 or
10 something to that extent, 2015 to 2019.

11 Q. Was Advanced Nutrition
12 located in North Carolina?

13 A. Say again?

14 Q. Advanced Nutrition, was it
15 located in North Carolina?

16 A. No.

17 Q. Where was it located?

18 A. Georgia.

19 Q. In the Atlanta area?

20 A. Yeah.

21 Q. So not located in Louisiana?

22 A. Correct. Not located in
23 Louisiana.

24 Q. All right. And earlier you

1 aware of Olistica Life Sciences Group
2 being involved in that work at RMH?

3 A. That's just where I heard
4 about it.

5 Q. Who did you hear about it
6 from?

7 A. I can't remember.

8 Q. I think you testified
9 earlier that you recognized LIV Group,
10 LLC; is that correct?

11 A. Yes, sir.

12 Q. Has Martian done work with
13 LIV Group, LLC?

14 A. Yes, sir.

15 Q. What sort of work?

16 A. They were doing the
17 extraction.

18 Q. During what time period?

19 A. 2015 to 2018.

20 Q. Is LIV Group located in
21 Louisiana?

22 A. No.

23 Q. Where are they located?

24 A. They were located in North

1 subject to those objection, it states,
2 JOPEN, LLC distributes OPMS-branded
3 kratom, some of which is sold in
4 Louisiana.

5 So does that refresh your
6 memory in any way as to who JOPEN, LLC
7 is?

8 A. I mean, I use A1 to do my
9 distribution. They must be, like, a
10 d/b/a or something like that.

11 Q. You think A1 is a d/b/a for
12 JOPEN, LLC?

13 A. Or vice versa.

14 Q. Why do you think that?

15 A. Because that's what it says
16 right there.

17 Q. How is Martian Sales
18 compensated for sales of OPMS Kratom in
19 the state of Louisiana?

20 MS. PAYTON: Object to the
21 form.

22 THE WITNESS: I have a
23 contract with A1. So I get paid
24 out pretty much once a year or

1 however they feel like paying me,
2 I guess.

3 BY MR. COWGILL:

4 Q. What do you mean, however
5 they feel like paying you?

6 A. Well, there's no real set
7 time frame of where I'm supposed to be
8 paid, so as long as I'm paid within the
9 year.

10 Q. And how is that pay
11 calculated? Is it based on sales in any
12 fashion? You know, sales by state?

13 A. No. We just agreed on a
14 number, and then it just slowly ramps up
15 over time.

16 Q. What's the basis for the
17 ramping up?

18 A. I guess the amount of time
19 and stuff we've been working together.

20 Q. So to your knowledge, your
21 compensation is not related in any way to
22 the sales volume of OPMS Kratom in
23 Louisiana or any other state?

24 A. Correct.

1 Q. All right. Well, let's take
2 a step back and go to Exhibit 6 here.

3 As stated, this is the
4 Intellectual Property License Agreement,
5 and it looks like this was signed between
6 you, Mark Reilly, on behalf of Martian
7 Sales, Incorporated and -- perhaps you
8 can pronounce it better. But I think it
9 says Eri?

10 A. Eri.

11 Q. -- Eri Wahyu Hidayat?

12 A. I just know him as Eri.
13 That's what I call him.

14 Q. Okay.

15 Do you recall signing this
16 agreement?

17 A. Yes, sir.

18 Q. Where were you when you
19 signed this agreement?

20 A. Oh, in Atlanta, I would
21 assume.

22 Q. And it looks like this was
23 executed on October 1st, 2014.

24 Do you see that?

1 A. Yeah.

2 Q. And so who is Eri?

3 A. Eri was essentially someone
4 that I let license my product, but really
5 that's just kind of, like, a fluffed-up
6 supply agreement.

7 Q. What do you mean exactly?

8 A. Like, it basically gave him
9 -- like, he was the only person that was
10 supplying us with kratom, you know.

11 Q. So Eri was the exclusive
12 supplier of OPMS Kratom?

13 A. Essentially, yes.

14 Q. And so that would have began
15 on of October 1st of 2014.

16 Is this contract still in
17 effect?

18 A. No.

19 Q. When did it end?

20 A. About six or seven years
21 into it.

22 Q. So approximately 2021 or
23 2020?

24 A. Something like that; yes,

1 sir.

2 Q. Do you know why that ended,
3 why the contract ended?

4 A. Yeah. I terminated it.

5 Q. Why did you choose to
6 terminate it?

7 A. He was no longer fulfilling
8 his end.

9 Q. Meaning he was no longer
10 supplying kratom?

11 A. Correct.

12 Q. How did you meet Eri?

13 A. I found him online.

14 Q. Did you ever meet in person?

15 A. I don't think so, no.

16 Q. When did you first meet him?

17 A. Probably shortly before the
18 contract was signed.

19 Q. So 2014?

20 A. Give or take; yes, sir.

21 Q. Do you know if Eri ever used
22 the OPMS logos or trademarks?

23 A. What do you mean by that?

24 Q. Well, we'll take a look

1 sources were located in Louisiana; is
2 that right?

3 A. Correct.

4 Q. Is Martian Sales insured?

5 A. Pardon?

6 Q. Does Martian Sales have
7 insurance?

8 A. No, sir.

9 Q. Do you know if Advanced
10 Nutrition did?

11 A. I do not know, no.

12 Q. I want to ask about this
13 too, Paragraph 11(h), Notice. This is
14 for any notices under the agreement with,
15 blank, per customer.

16 Would notices under this
17 agreement have gone to you?

18 A. I'm not sure. Probably not
19 if it was blank. Who knows?

20 Q. Do you have any sense of
21 where notices under the agreement would
22 have gone?

23 MS. PAYTON: Object to form.

24 THE WITNESS: I didn't even

1 Q. All right. I want to ask
2 you about this Paragraph 4 here that
3 says, Martian Sales was incorporated in
4 Wyoming on July 19th, 2012. Martian
5 Sales' principal place of business is in
6 Wyoming at 1621 Central Avenue, Cheyenne,
7 Wyoming, 82001.

8 Do you see that?

9 A. I do.

10 Q. Earlier you testified that
11 you founded Martian Sales in 2014.

12 Do you know why Martian
13 Sales incorporated in Wyoming in 2012?

14 A. I just must have been
15 misremembering.

16 Q. So when did you found
17 Martian Sales?

18 A. I guess July 19th, 2012.

19 Q. And then this document
20 reiterates or iterates a few things that
21 I wanted to review, but it says, Martian
22 Sales maintains no offices, places of
23 business, post office boxes, or telephone
24 listings in Florida and has never done

1 experts in botanical extraction in
2 Louisiana?

3 A. I have not, no.

4 Q. Are you familiar with the
5 Find the Store tab on your website?

6 A. I am.

7 Q. Let's see here.

8 Actually, let's look at
9 Exhibit 13. This is the contact page for
10 OPMS on the OPMS website.

11 Have you ever seen this page
12 before?

13 A. I have seen that page
14 before.

15 Q. Do you know where these
16 contact requests go?

17 A. No.

18 Q. Do you know who receives
19 them?

20 A. No.

21 Q. Do you know who responds to
22 them?

23 A. No.

24 Q. Do you know if there's a

1 third-party contractor tasked with doing
2 so?

3 A. No.

4 Q. And you understand that
5 anyone who accesses the website can use
6 this form; right?

7 A. I understand.

8 Q. And do you have any way of
9 knowing, you know, whether you've been
10 contacted through this website from
11 individuals in Louisiana?

12 A. Wait. Sorry. Start over
13 and say it again? I lost you there.

14 Q. No problem.
15 Do you have any way of
16 knowing whether individuals in Louisiana
17 have utilized this contact page?

18 A. I do not.

19 Q. But they could; right?
20 Someone in Louisiana could access this
21 and use this; right?

22 A. Yes, they could.

23 Q. All right. And I know here
24 it talks about potential fake or

1 BY MR. COWGILL:

2 Q. And again, here it says,
3 Distributed by Choice Organics, Los
4 Angeles, California, made in the U.S.A.

5 You indicated you don't know
6 where Choice Organics is; right?

7 A. Correct.

8 Q. Why does your website say
9 that OPMS is distributed by Choice
10 Organics?

11 A. Oh, I don't manage the
12 website or the content on it, so I
13 wouldn't know.

14 Q. So A1 is the only one who
15 manages the content on the website?

16 A. Correct.

17 Q. Do you have access to the
18 website? Are you able to log in and make
19 alterations to this website?

20 A. Nope. I have the same
21 access as you.

22 Q. So who has access to
23 actually come in and edit the website?

24 A. I don't know.

1 A. I believe Martian Sales has
2 always been registered to do business at
3 my mother's house.

4 Q. And is that Marietta or
5 Atlanta?

6 A. That's Atlanta. Sorry.
7 That was confusing.

8 Q. Why has it been registered
9 to do business at your mother's house?

10 A. That's where I was living
11 when I started the company.

12 Q. Earlier you testified that
13 Martian Sales operated out of 1880 West
14 Oak Parkway for a period of time; right?

15 A. Correct.

16 Q. Well, what was the period of
17 time that it operated there?

18 A. I'm not even sure. Maybe,
19 like, '18 to '20 or something like that.
20 I'm just guessing, honestly. I'd rather
21 say I'm not sure, but...

22 Q. That's fine.

23 I want to direct your
24 attention to Paragraph 3 here. It says,

1 Martian Sales is the owner of certain
2 intellectual property consisting of the
3 tradenames and marks for OPMS brand
4 kratom products. Beginning in 2014 and
5 continuing since then, Martian Sales has
6 licensed the exclusive right to use the
7 OPMS tradenames and marks to
8 a third party for use in connection with
9 products manufactured, distributed, or
10 sold by that third party.

11 Is your understanding of the
12 third party being referred to here Eri?

13 A. Yes -- well, no. The
14 distribution would still be A1.

15 That's what you're asking;
16 right?

17 Q. I'm just trying to
18 understand who the third party is that's
19 being referred to in this paragraph.

20 A. That's a good question.

21 Q. I don't know if that's
22 better for you.

23 A. Not really because it's in
24 legalese, which I always have trouble

1 understanding.

2 A1 did the distribution in
3 that time, and Eri was really just --
4 like I said before, that document I had
5 with him was more like a fluffed-up
6 supply agreement.

7 Q. So Eri was never really
8 involved in the manufacture or processing
9 of kratom. It was really just sending it
10 here to the U.S.?

11 A. Correct.

12 Q. And that was just raw
13 kratom?

14 A. That's like our supplier,
15 importer, or whatever you want to call
16 it. He did all the importation on the
17 supply.

18 Q. And he just sent raw kratom?

19 A. Correct. Yes, sir.

20 Q. He never made extracts and
21 sent those over or anything?

22 A. Correct, sir.

23 Q. We're going to take a look
24 at Paragraph 4. It says, I understand

1 that the plaintiff in this case claims
2 that Daniel Scott Paul's death in
3 July 2019 was caused, at least in part,
4 by toxicity due to consuming kratom from
5 packages bearing the OPMS brand. Martian
6 Sales did not then and does not now
7 manufacture, market, distribute or sell,
8 or participate in any other party's
9 manufacture, marketing, distribution or
10 sale of OPMS brand kratom products.
11 Martian Sales is not involved in and does
12 not exercise any control over how OPMS
13 brand kratom products are marketed or
14 distributed for sale to the public,
15 including to residents of Oregon.

16 Did I read that correctly?

17 A. I guess.

18 Q. Can you read it? You're
19 able to read that; right?

20 A. Oh, yes. Yes, sir.

21 Q. Have you had an opportunity
22 to read it?

23 A. I'm reading it right now,
24 yeah. I just read.

1 Q. All right. Did I read it in
2 any way incorrectly or inaccurately?

3 A. No, that --

4 MS. PAYTON: I'm going to
5 object to this line of
6 questioning. So either have him
7 read it or you read it. I think
8 he's getting confused.

9 MR. COWGILL: Well, I'm just
10 making sure we understand each
11 other.

12 BY MR. COWGILL:

13 Q. So -- all right. In terms
14 of -- in the agreements that we reviewed
15 today, you know, we reviewed an agreement
16 with Eri, an agreement with A1 Wholesale,
17 and an agreement with Advanced Nutrition.

18 Do you recall that?

19 A. Yes, sir.

20 Q. So Martian Sales has had
21 agreements for the supply of kratom, the
22 distribution of OPMS Kratom, and the
23 processing of OPMS Kratom; right?

24 A. Yes, sir.

1 Q. So do you think it was
2 accurate to say that Martian Sales did
3 not then and does not now participate in
4 any other party's manufacturing,
5 marketing, or distribution, or sale of
6 OPMS brand products?

7 A. Yes.

8 Q. Why do you think that was
9 accurate?

10 MS. PAYTON: Object to the
11 form of the question.

12 THE WITNESS: Because I
13 don't really -- I don't do any of
14 those things.

15 BY MR. COWGILL:

16 Q. You don't have agreements to
17 do those things through other parties?

18 A. I mean, I do have agreements
19 to do them through other parties, but
20 Martian Sales isn't doing them itself.

21 MR. COWGILL: All right. I
22 want to introduce Exhibit 26, and
23 this is Martian Sales,
24 Incorporated's responses to

1 your counsel?

2 A. Yes.

3 Q. Have you had any direct
4 communication or contact with LP Ind.?

5 A. No, I don't think so.

6 MR. COWGILL: I want to
7 introduce Exhibit 28. This is
8 another document from the docket
9 in the Weber case filed in Fulton
10 County, and this is an exhibit to
11 a motion, and this is Defendant LP
12 Ind.'s Supplemental Responses and
13 Objections to Plaintiff's
14 Interrogatory Numbers 3, 4, 5, 7
15 and 8.

16 BY MR. COWGILL:

17 Q. Are you able to see this
18 clearly?

19 A. Yeah.

20 Q. All right. So a couple
21 things to review here.

22 So Interrogatory Number 7
23 says, Identify every person including job
24 title and dates of employments

1 responsible for OPMS Kratom labeling and
2 warnings.

3 And there's a supplemental
4 response which states, Defendant LP
5 stands on its original response that
6 there is no information responsive to
7 this interrogatory. Defendant LP further
8 states Defendant Martian Sales identified
9 Mark Reilly in response to this
10 interrogatory.

11 Now, do you have any
12 understanding of why you were identified
13 in response to this interrogatory?

14 A. No. I don't really
15 understand.

16 Q. So are you, in fact,
17 responsible for OPMS Kratom labeling and
18 warnings?

19 A. No.

20 Q. I think you've testified
21 today that A1 is; is that right?

22 A. Correct.

23 Q. And I think we covered as
24 well that A1 is a d/b/a for JOPEN, LLC?

1 Kratom and how it differs in
2 comparison to the role of the other OPMS
3 Defendants, including Peyton Palaio, LP
4 Ind., LLC, and LGI Holdings, LLC.

5 There's objections here, and
6 then subject to and without waiving those
7 objections, it says, Martian Sales owns
8 the trademark for OPMS Kratom products.
9 Otherwise, Martian Sales does not have
10 sufficient information or understanding
11 to answer this interrogatory.

12 So I want to understand. We
13 talked today about your role regarding
14 OPMS Kratom, and one of those things is
15 owning the trademarks; right?

16 A. Yes.

17 Q. Martian Sales has also
18 developed the specifications for the cold
19 water extraction process for actually
20 creating OPMS extracts; is that right?

21 A. Yes.

22 Q. And Martian Sales has
23 contracted with other entities to obtain
24 raw kratom for processing for OPMS

1 Kratom?

2 A. Yes.

3 Q. And it's contracted with
4 other entities to distribute OPMS-branded
5 products throughout the country?

6 A. Correct, sir.

7 Q. So with regards to these
8 entities named here, you know, what is
9 Peyton Palaio's role with regards to OPMS
10 Kratom, if any?

11 A. None.

12 Q. I think you testified
13 earlier he's just worked for some of the
14 processing entities as either a manager
15 or a member in some capacity?

16 A. Exactly.

17 Q. So Peyton's role is limited
18 to being a manager or a member of these
19 entities that process OPMS Kratom?

20 MS. PAYTON: Object to the
21 form.

22 THE WITNESS: Yes.

23 BY MR. COWGILL:

24 Q. And LP Ind.'s role, if I

1 understand correctly, is limited to
2 process and [inaudible] OPMS Kratom?

3 A. Yes, sir.

4 MS. PAYTON: Wait. Object
5 to the form.

6 I'm sorry. What was the
7 question?

8 MR. COWGILL: Court
9 reporter, can you read it back? I
10 don't remember exactly.

11 THE COURT REPORTER: I was
12 going to ask the same thing
13 because the end cut out for me.

14 And Palaio's role is limited
15 to being a manager or member of
16 the entities -- and that's where
17 it went out on me.

18 I'm sorry.

19 And LP Ind.'s role, if I
20 understand it correctly, is
21 limited to process...

22 BY MR. COWGILL:

23 Q. Okay. LP Ind.'s role is
24 limited to processing raw kratom for

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