

EXHIBIT 22

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1 REPORTER'S NOTE 1: Italicization
2 and/or quotation marks are used for clarity and do
3 not necessarily reflect a direct quote.

4 REPORTER'S NOTE 2: Please note
5 that due to the quality of a Zoom videoconference
6 and transmission of data, audio distortion can
7 occur which disrupts the process of preparing a
8 videoconferenced transcript.

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1 A I'm doing well. How are you doing?

2 Q Good. Thank you. As you know, we are
3 here on a continuation from the deposition that we
4 began yesterday; right?

5 A Yes, sir.

6 Q I know we reviewed some ground rules
7 yesterday. Primarily try not to speak over each
8 other and to the extent you need a break, just let
9 me know. A friendly reminder of that. All right?

10 A Yes, sir.

11 Q All right. Let's dive back in. I
12 wanted to talk to you about some of the processors
13 we discussed yesterday that processed OPMS kratom.
14 I think you identified Advanced Nutrition as one of
15 those processors; right?

16 A Yes.

17 Q How does Martian Sales compensate
18 Advanced Nutrition for its processing work?

19 A It doesn't.

20 Q Martian Sales doesn't pay Advanced
21 Nutrition for its processing work?

22 A Correct.

23 Q Who pays Advanced Nutrition for the
24 processing it does for OPMS Kratom?

25 A A1. Well, I'm not even sure, actually.

1 You would have to ask them, really. I just guessed
2 there, which I'm not supposed to do.

3 Q Why did you guess A1?

4 A Because that's the distributor. It just
5 seemed like a logical guess.

6 Q Does Martian Sales maintain a business
7 account from which it issues payment for services?

8 A I have a business account, yes.

9 Q Do you issue payment for services
10 related to OPMS Kratom from that account?

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

13 A If needed.

14 Q (By Mr. Cowgill) Does Martian Sales pay
15 A1 for its distribution services?

16 A No.

17 Q Does A1 receive any compensation for its
18 distribution services?

19 A No.

20 Q And yesterday you explained that A1 also
21 does the marketing services on behalf of Martian
22 Sales; correct?

23 A Yes, sir, that's correct.

24 Q Does A1 receive compensation for those
25 services?

1 A Not from Martian Sales, no.

2 Q Do you know if it receives compensation
3 from some other entity?

4 A No, I do not.

5 Q Yesterday we also discussed Martian
6 Sales' website, OPMSkratom.com. Do you recall
7 that?

8 A I do recall that, yes.

9 Q And you indicated that A1 is the entity
10 who manages and maintains that website; is that
11 correct?

12 A Yes, sir.

13 Q And does A1 receive compensation for
14 those services in maintaining and managing the OPMS
15 Kratom website?

16 A No.

17 Q Does it receive any compensation at all
18 or more specifically none from Martian Sales?

19 A You would have to ask them. None from
20 Martian Sales, though, for sure.

21 Q And yesterday you indicated that Nuza,
22 LLC, was the logistical agency who would purchase
23 raw kratom that would eventually be processed into
24 OPMS kratom; is that right?

25 MS. PAYTON: Object to the form.

1 A Yes, sir.

2 Q (By Mr. Cowgill) Does Martian Sales pay
3 Nuza, LLC, for its acquisition of bulk imported
4 kratom?

5 A No.

6 Q Do you know who pays Nuza, LLC, for the
7 acquisition of kratom that eventually makes it into
8 OPMS kratom?

9 A I do not know.

10 Q Have you ever asked those entities who's
11 compensating them for the work they are doing on
12 your behalf?

13 A No.

14 Q Do you know why those entities are doing
15 work on your behalf without any compensation known
16 to you?

17 MS. PAYTON: Object to the form of
18 the question. Mischaracterizes the
19 testimony.

20 A No.

21 Q (By Mr. Cowgill) Have you ever taken
22 business trips to Louisiana?

23 MS. PAYTON: Object to the form.

24 Asked and answered.

25 A As we spoke yesterday, I told you I took

1 Jopen, LLC?

2 A I don't really understand the question.
3 Could you rephrase.

4 Q So this paragraph says that the
5 distributor, which is labeled as A1 Wholesale who
6 we have discussed is the d/b/a of Jopen, is making
7 payments on Martian Sales' behalf for services that
8 include administrative, financial, managerial,
9 logistical services.

10 Do you understand that?

11 A I do.

12 Q What knowledge do you have of those
13 payments being made and to who they are made to?

14 A I don't really have any knowledge of who
15 they are making payments to unless they talk to me
16 about it. You would have to ask them.

17 Q Have they talked to you about it?

18 A They have made payments for me for
19 certain things.

20 Q For what?

21 A I can't even think over the years. I'm
22 sure they pay for some of the sourcing of the
23 product, some supplies. I'm sure they helped me
24 with logistics and stuff like that.

25 Q Do you know if any of the entities that

1 A No.

2 Q And so here is paragraph 6.1. It says:
3 Subject to and in accordance with the terms and
4 conditions hereof, supplier agrees that distributor
5 shall distribute the products for supplier's
6 compensation.

7 So is it your understanding that your
8 compensation is based on the distribution of OPMS
9 kratom?

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

12 A I don't really understand that question
13 either.

14 Q (By Mr. Cowgill) You're compensated by
15 Jopen, LLC, right, under this agreement?

16 A Yes, sir. Yes, sir.

17 Q And do you have an understanding that
18 your compensation is based on the sale and
19 distribution of OPMS kratom by Jopen, LLC?

20 MS. PAYTON: Object to the form of
21 the question.

22 A Yes.

23 Q (By Mr. Cowgill) And then here,
24 paragraph 6.5, it says: Supplier compensation,
25 year one, \$150,000. Year two, \$350,000. Year

1 in, like, mob movies and stuff like that, but I'm
2 not exactly sure what it means.

3 Q Did Calibre Manufacturing ever share
4 that space at 1880, Suite 214?

5 A Who did you say?

6 Q Calibre Manufacturing?

7 A I don't believe so, no. Oh, my back.

8 Q Do you know whether Calibre and Nuza
9 were once -- strike that.

10 Do you know whether Advanced Nutrition
11 split off into two separate entities, one being
12 Calibre Manufacturing and the other being Nuza?

13 A I don't know that, no.

14 Q Did you ever work with Peyton Palaio on
15 any synthetic cannabis products?

16 A No.

17 Q And does Martian Sales or did Martian
18 Sales ever own the website located at
19 opmkratom.com?

20 A No.

21 Q I want to show you what I'll mark as
22 Exhibit 30.

23 (Whereupon Exhibit
24 30 was marked for
25 purposes of

1 Q All right. I want to show you Exhibit
2 32. Let's see here. Do you see this?

3 A Yeah. Thank you. Yes, sir.

4 Q This is from the U.S. District Court,
5 Northern District of California, in that same case.
6 And this is Martian Sales, Incorporated's, notice
7 of motion and motion to dismiss the complaint that
8 we just looked at.

9 Are you familiar with this?

10 A I think so, yes.

11 Q Are you familiar with your prior counsel
12 in that case, Squire Patton Boggs?

13 A I am familiar with them, yes, sir.

14 Q Do you know if you reviewed and approved
15 anything having to do with this motion before it
16 was filed?

17 A I'm sure I did.

18 Q I want to ask you about -- let's see
19 here -- a particular footnote here if I can find
20 it. Here we go.

21 There is a footnote in the motion where
22 it actually cites that opmkratom.com. And it says:
23 Here neither Martian Sales nor OPMS do
24 direct-to-consumer sales. See
25 <https://opmkratom.com/faqs>.

1 Do you see this?

2 A I see that.

3 Q Do you have any understanding why your
4 attorneys in a motion submitted on your behalf
5 would cite to opmkratom.com?

6 A If I had to take a guess, I would say
7 they missed putting in an S.

8 Q Is it your understanding that there once
9 was a website at opmkratom.com that marketed an OPM
10 Kratom product?

11 A I don't really remember. I'm pretty
12 sure it was a counterfeit website or a
13 counterfeiting website, but I'm not a hundred
14 percent on that.

15 Q What basis do you have to claim that it
16 was a counterfeiting website?

17 A Well, it says OPM Kratom, which is
18 pretty close to my trademark. It wasn't owned by
19 me, so I would just assume that it was
20 counterfeiting.

21 Q Do you recall yesterday when we saw a
22 website that existed in 2010 at opmkratom.com?

23 A Yes. You showed me the, what was it,
24 web pastfinder, or whatever that thing was called.

25 Q The Wayback Machine?

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