

1 APEX TRIAL LAW  
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10 Attorneys for Plaintiff

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

THOMAS DOROBIALA, an individual,

Plaintiff,

vs.

DOUBLE WOOD LLC dba DOUBLE  
WOOD SUPPLEMENTS, a State of  
Pennsylvania limited liability company, and  
DOES 1-25, Inclusive,

Defendants.

Case No.:

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Thomas Dorobiala ("Plaintiff"), individually and on behalf of all others similarly situated, alleges the following on information and belief:

**I. INTRODUCTION**

1. The average consumer spends a mere 13 seconds making an in-store purchasing decision, or between 10 to 19 seconds for an online purchase.<sup>1</sup> That decision is heavily dependent on a product's packaging, and particularly the package dimensions: "Most of our studies show that 75 to 80 percent of consumers don't even bother to look at any label information, no less the net weight . . . . Faced with a

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<sup>1</sup><http://www.nielsen.com/us/en/insights/news/2015/make-the-most-of-yourbrands-20-second-windowdown.html> (citing the Ehrenberg-Bass Institute of Marketing Science's report "Shopping Takes Only Seconds...In-Store and Online").

1 large box and a smaller box, both with the same amount of product inside . . . consumers are apt to choose  
2 the larger box because they think it's a better value.”<sup>2</sup> This lawsuit charges Defendant with intentionally  
3 packaging its products in packages that convey a false picture of the amount of the actual product  
4 contained therein. This false advertising obscures the fact that the actual volume of product contained  
5 therein is a small fraction of the volume of the container. Consumers, in reliance on the size of the  
6 container, purchased the product, a product that they would not have purchased had the consumer known  
7 that the container was substantially empty.

8 2. Double Wood LLC dba Double Wood Supplements (“Defendant”) manufactures, markets,  
9 and sells supplements including, “Pre-Workout” (Pre-Workout). Defendant sells Pre-Workout in a  
10 cylinder container. This container makes it appear as if the consumer is receiving a much larger amount  
11 of Pre-Workout than is actually contained in the container. Upon opening the container, consumers will  
12 find that not only is the container not filled to capacity but that a substantial amount of the container is  
13 empty with only about 60% of the container actually filled to capacity. This deception makes it appear to  
14 consumers that they are purchasing much more of the product than they actually are. The actual amount  
15 of Pre-Workout that consumers are purchasing is significantly smaller than the container would contain  
16 if it were full. A Picture of this deceptive packaging is shown in Exhibit C attached hereto.

17 3. From the photograph making up Exhibit C, it is obvious that Defendant is deceiving  
18 consumers into believing that they are purchasing far more of the product than the container actually  
19 contains. Defendant does this purposefully to drive sales and deceive consumers. Defendant’s packaging  
20 is deceptive, and this deception is done intentionally and maliciously.

21 4. Defendant’s deceptive packaging was designed to, and did, lead Plaintiff to believe that  
22 the amount of the product in the packaging is much greater than it actually contains. Plaintiff relied on  
23 Defendant’s misrepresentations and would not have paid as much, if at all, for the product but for  
24 Defendant’s misrepresentations.

25 5. Plaintiff brings this lawsuit to enjoin the ongoing deception of consumers by Defendant,  
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27 <sup>2</sup> [http://www.consumerreports.org/cro/magazinearchive/2010/january/shopping/product-](http://www.consumerreports.org/cro/magazinearchive/2010/january/shopping/product-packaging/overview/product-packaging-ov.htm)  
28 [packaging/overview/product-packaging-ov.htm](http://www.consumerreports.org/cro/magazinearchive/2010/january/shopping/product-packaging/overview/product-packaging-ov.htm) (quoting Brian Wansink, professor and director of the  
Cornell Food and Brand Lab, who studies shopping behavior of consumers).

1 and to recover the money taken by this unlawful practice.

## 2 **II. THE PARTIES**

### 3 **A. Plaintiff.**

4 6. Plaintiff is a resident of Riverside County, California and purchased Pre-Workout in  
5 Riverside County in April of 2024. Plaintiff relied on Defendant's packaging to determine the quantity  
6 of Pre-Workout purchased, as detailed herein, and but for those representations, Plaintiff would not have  
7 purchased or paid as much for Pre-Workout.

### 8 **B. Defendants.**

9 7. Upon such information and belief, Defendant, Double Wood LLC dba Double Wood  
10 Supplements is a Pennsylvania limited liability company with its principal place of business at 3510 Scotts  
11 Ln, Ste 219, Philadelphia, PA 19129. Defendant develops and markets Pre-Workout and does extensive  
12 business in California.

13 8. The true names and capacities, whether individual, corporate, associate, representative,  
14 alter ego or otherwise, of defendants and/or their alter egos named herein as DOES 1 through 25 inclusive  
15 are presently unknown to Plaintiff at this time, and are therefore sued by such fictitious names pursuant  
16 to California Code of Civil Procedure § 474. Plaintiff will amend this Complaint to allege the true names  
17 and capacities of DOES 1 through 25 when the same have been ascertained. Plaintiff is further informed  
18 and believes, and based thereon allege, that DOES 1 through 25 were and/or are, in some manner or way,  
19 responsible for and liable to Plaintiff for the events, happenings, and damages hereinafter set forth below.

## 20 **III. JURISDICTION AND VENUE**

21 9. This Court has jurisdiction over all causes of action asserted herein.

22 10. Venue is proper in this Court because many of the actions underlying this lawsuit took  
23 place in this County, Defendant sells Pre-Workout in this County, and because Defendant has received  
24 substantial compensation from sales occurring within this County. Specifically, Defendant knowingly  
25 engages in activities directed at consumers in this County, and Defendant obtains substantial benefits from  
26 its scheme perpetrated in this County. Plaintiff has filed concurrently herewith the declaration of venue  
27 required by Civil Code Section 1780(d) and is attached hereto as Exhibit A.  
28

11. Defendant and other out-of-state participants can be brought before this Court pursuant to California's "long-arm" jurisdictional statute.

#### IV. FACTS

12. Double Wood LLC dba Double Wood Supplements (“Defendant”) manufactures, markets, and sells supplements including, “Pre-Workout” (Pre-Workout). Defendant sells Pre-Workout in a cylinder container. This container makes it appear as if the consumer is receiving a much larger amount of Pre-Workout than is actually contained in the container. Upon opening the container, consumers will find that not only is the container not filled to capacity but that a substantial amount of the container is empty with only about 60% of the container actually filled to capacity. This deception makes it appear to consumers that they are purchasing much more of the product than they actually are. The actual amount of Pre-Workout that consumers are purchasing is significantly smaller than the container would contain if it were full. A Picture of this deceptive packaging is shown in Exhibit C attached hereto.

13. From the photograph making up Exhibit C, it is obvious that Defendant is deceiving consumers into believing that they are purchasing far more Pre-Workout than the actual container contains. Defendant does this purposefully to drive sales and deceive consumers. Defendant's packaging is deceptive and this deception is intentional and deceived Plaintiff.

14. Defendant's deceptive packaging of Pre-Workout was designed to, and did, lead Plaintiff to believe that the amount of Pre-Workout in the deceptive packaging is much greater than is actually purchased. Plaintiff relied on Defendant's misrepresentations and would not have paid as much, if at all, for Pre-Workout but for Defendant's misrepresentations.

15. Plaintiff purchased and used Pre-Workout in April of 2024 in reliance on Defendant's packaging of Pre-Workout.

16. Defendant's exaggerated and blatant misrepresentations regarding the quantity of Pre-Workout were designed to, and did, lead Plaintiff to believe that Pre-Workout included a much greater quantity that is actually present. Plaintiff relied on Defendant's deception and would not have paid as much, if at all, for Pre-Workout but for Defendant's deception.

1           17. Defendant sells Pre-Workout for approximately \$19.95 per container based on the  
2 preceding false packaging. As a result, Defendant has wrongfully taken significant amounts of money  
3 from unsuspecting consumers.

4           18. Accordingly, Plaintiff brings this lawsuit to enjoin the ongoing deception of consumers by  
5 Defendant, and to recover the funds taken by this unlawful practice.

6                                   **V. CAUSES OF ACTION**

7                                   **FIRST CAUSE OF ACTION**

8                                   **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT**

9                                   **(CAL. CIV. CODE §§ 1750, ET SEQ.)**

10                                   **(By Plaintiff Against Defendant)**

11           19. Plaintiff incorporates by this reference the allegations contained in the paragraphs above  
12 as if fully set forth herein.

13           20. Plaintiff has standing to pursue this cause of action because Plaintiff has suffered injury in  
14 fact and has lost money as a result of Defendant's actions as set forth herein. Specifically, Plaintiff  
15 purchased Pre-Workout in reliance on Defendant's packaging with respect to quantity.

16           21. Defendant has engaged in and continues to engage in business practices in violation of  
17 California Civil Code §§ 1750, *et seq.* (the "Consumers Legal Remedies Act") by making false and  
18 unsubstantiated representations concerning the quantity of Pre-Workout. These business practices are  
19 misleading and/or likely to mislead consumers and must be enjoined.

20           22. Defendant has engaged in deceptive acts or practices intended to result in the sale of Pre-  
21 Workout in violation of Civil Code § 1770. Defendant knew and/or should have known that its  
22 representations of fact concerning the quantity of Pre-Workout were material and likely to mislead the  
23 public. Defendant affirmatively misrepresented that Pre-Workout was of a certain standard and quality  
24 with certain benefits which it did not have.

25           23. Defendant's conduct alleged herein violates the Consumers Legal Remedies Act, including  
26 but not limited to, the following provisions: (1) using deceptive representations in connection with goods  
27 or services in violation of Civil Code § 1770(a)(4); (2) representing that goods or services have  
28 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have in

1 violation of Civil Code § 1770(a)(5); and/or (3) advertising goods or services with intent not to sell them  
2 as advertised in violation of Civil Code § 1770(a)(9). As a direct and proximate result of Defendant's  
3 conduct, as set forth herein, Defendant has received ill-gotten gains and/or profits, including but not  
4 limited to, money. Therefore, Defendant has been unjustly enriched.

5 24. There is no other adequate remedy at law, and Plaintiff and the public will suffer  
6 irreparable harm unless Defendant's conduct is enjoined.

7 25. Concurrently herewith, Plaintiff's counsel mailed to Defendant, by certified mail, return  
8 receipt requested, the written notice required by Civil Code Section 1782(a) on May 18, 2024. A copy of  
9 this letter is attached hereto as Exhibit B. As Defendant failed to respond within thirty days, Plaintiff  
10 seeks damages under the California Consumer Legal Remedies Act. The declaration of venue required  
11 by Civil Code § 1780(d) is attached hereto as Exhibit A.

12 26. Defendant's wrongful business practices constituted, and constitute, a continuing course of  
13 conduct in violation of the Consumer Legal Remedies Act since Defendant is still representing that Pre-  
14 Workout has characteristics which are false and misleading, and have injured Plaintiff and consumers.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**

17 **(CAL. BUS. & PROF. CODE §§ 17500, *ET SEQ.*)**

18 **(By Plaintiff Against Defendant)**

19 27. Plaintiff incorporates by this reference the allegations contained in the paragraphs above  
20 as if fully set forth herein.

21 28. Plaintiff has standing to pursue this cause of action because Plaintiff has suffered injury in  
22 fact and has lost money as a result of Defendant's actions as set forth herein. Specifically, Plaintiff  
23 purchased Pre-Workout in reliance on Defendant's packaging.

24 29. Defendant has engaged in false advertising as it has disseminated false and/or misleading  
25 representations about Pre-Workout.

26 30. Defendant knew or should have known by exercising reasonable care that its  
27 representations were false and/or misleading. Defendant has engaged in false advertising in violation of  
28 Cal. Bus. & Prof. Code §§ 17500, *et seq.*, by misrepresenting in its packaging the quantity of Pre-Workout

1 to Plaintiff, and the consuming public.

2 31. Each of the aforementioned representations alleged in this Complaint was false and  
3 misleading because Pre-Workout is not of the standard, quality or quantity advertised.

4 32. By using deceptive packaging in connection with the sale of Pre-Workout, Defendant has  
5 engaged in and continues to engage in false advertising in violation of Bus. & Prof. Code §§ 17500, *et*  
6 *seq.*

7 33. As a direct and proximate result of Defendant's conduct, as set forth herein, Defendant has  
8 received ill-gotten gains and/or profits, including but not limited to, money. Therefore, Defendant has  
9 been unjustly enriched. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff requests restitution and  
10 restitutionary disgorgement for all sums obtained in violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

11 34. Plaintiff seeks injunctive relief, restitution, and restitutionary disgorgement of Defendant's  
12 ill-gotten gains as specifically provided in Cal. Bus. & Prof. Code § 17535.

13 35. Plaintiff seeks to enjoin Defendant from engaging in these wrongful practices, as alleged  
14 herein, in the future. There is no other adequate remedy at law and if an injunction is not ordered, Plaintiff  
15 and consumers will suffer irreparable harm and/or injury.

16 **THIRD CAUSE OF ACTION**

17 **UNLAWFUL, FRAUDULENT & UNFAIR BUSINESS PRACTICES**

18 **(CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*)**

19 **(By Plaintiff Against Defendant)**

20 36. Plaintiff incorporates by this reference the allegations contained in the paragraphs above  
21 as if fully set forth herein.

22 37. Plaintiff has standing to pursue this cause of action because Plaintiff has suffered injury in  
23 fact and has lost money as a result of Defendant's actions as set forth herein. Specifically, Plaintiff  
24 purchased Pre-Workout in reliance on Defendant's packaging.

25 38. Defendant's actions as alleged in this Complaint constitute an unfair or deceptive business  
26 practice within the meaning of California Business and Professions Code §§ 17200, *et seq.*, in that  
27 Defendant's actions are unfair, unlawful, and fraudulent, within the meaning of California Business and  
28 Professions Code §§ 17200, *et seq.*

1           39. Defendant knew or should have known by exercising reasonable care that its packages  
2 were false and/or misleading. Defendant engaged in unfair, unlawful, and fraudulent business practices  
3 in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by misrepresenting in the quantity of Pre-  
4 Workout to Plaintiff and the consuming public.

5           40. Each of the aforementioned representations alleged in this Complaint was false and  
6 misleading because Pre-Workout is not of the standard, quality or quantity advertised.

7           41. Defendant's business practices, as alleged herein, are unfair because they offend  
8 established public policy and/or are immoral, unethical, oppressive, unscrupulous, and/or substantially  
9 injurious to consumers in that consumers are misled by the claims made with respect to Pre-Workout as  
10 set forth herein.

11           42. Defendant's business practices, as alleged herein, are unlawful because they violate the  
12 Consumer Legal Remedies Act and False Advertising Law as well as Cal. Bus. & Prof. Code § 12606.

13           43. Defendant's business practices, as alleged herein, are fraudulent because they are likely to,  
14 and did, deceive consumers—including Plaintiff and members of the consuming public—into believing  
15 that Pre-Workout has characteristics and benefits it does not have.

16           44. Defendant's wrongful business practices constituted, and constitute, a continuing course  
17 of conduct of unfair competition since Defendant is marketing and selling Pre-Workout in a manner likely  
18 to deceive the public.

19           45. As a direct and proximate result of Defendant's wrongful business practices in violation  
20 of Business and Professions Code §§ 17200, *et seq.*, Plaintiff has suffered economic injury by losing  
21 money as a result of purchasing Pre-Workout. Plaintiff would not have purchased or would have paid  
22 less for Pre-Workout had they known that it was not as represented.

23           46. Pursuant to Business and Professions Code § 17203, Plaintiff seeks an order of this Court  
24 enjoining Defendant from continuing to engage in unlawful, unfair, or deceptive business practices and  
25 any other act prohibited by law, including those set forth in the Complaint. Plaintiff also seeks an order  
26 requiring Defendant to make full restitution of all moneys they wrongfully obtained from Plaintiff and the  
27 consuming public.



**FOURTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**  
**(By Plaintiff Against Defendant)**

47. Plaintiff incorporates by this reference the allegations contained in the paragraphs above as if fully set forth herein.

48. Defendant misrepresented to consumers through the packaging and sale of Pre-Workout that Pre-Workout came in a much larger quantity than is actually present in the actual packaging.

49. Defendant's misrepresentations were false because Pre-Workout does not come in the quantity that its packaging conveys to consumers, including Plaintiff.

50. Defendant's misrepresentations were material because a reasonable consumer would attach importance to them in determining whether to purchase Pre-Workout.

51. Defendant's material misrepresentations regarding the quantity of Pre-Workout are false and made without reasonable grounds for believing them to be true.

52. Defendant made material misrepresentations regarding Pre-Workout with the intent to induce Plaintiff and the consuming public to purchase Pre-Workout.

53. Plaintiff reasonably relied on Defendant's material misrepresentations in choosing to purchase Pre-Workout.

54. As a direct and proximate result of Defendant's conduct, Plaintiff has incurred damages in an amount to be proven at trial. Plaintiff is not seeking damages arising out of personal injuries.

**VI. POTENTIAL CLASS ACTION ALLEGATIONS**

55. Plaintiff will amend this Complaint to include the following Class Action Allegations when the same have been confirmed through informal and formal discovery.

56. Plaintiff will then incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

57. Once confirmed, Plaintiff will amend this Complaint to define the classes for damages and other relief as follows:

1 All persons located within California who purchased Pre-Workout at any  
2 time during the four years preceding the filing of this complaint through the  
3 date of trial in this action (the "Class"); and

4 All persons located within the United States who purchased Pre-Workout  
5 at any time during the four years preceding the filing of this complaint  
6 through the date of trial in this action (the "Class").

7 58. Once confirmed, Plaintiff will amend this Complaint to allege that, excluded from the  
8 Class, shall be governmental entities, Defendant, any entity in which Defendant has a controlling interest,  
9 and Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators,  
10 successors, subsidiaries, and assigns, and individuals bound by any prior settlement involving Pre-  
11 Workout. Also excluded from the Class shall be any judge, justice, or judicial officer presiding over this  
12 matter and the members of their immediate families and judicial staff.

13 59. Once confirmed, Plaintiff will amend this Complaint to allege that the proposed Class is so  
14 numerous that individual joinder of all its members is impracticable. Due to the nature of the trade and  
15 commerce involved, Plaintiff believes that the total number of Class members is at least in the tens of  
16 thousands and members of the Class are numerous and geographically dispersed across California and the  
17 United States. While the exact number and identities of the Class members are unknown at this time, such  
18 information can be ascertained through appropriate investigation and discovery. The disposition of the  
19 claims of the Class members in a single class action will provide substantial benefits to all parties and to  
20 the Court.

21 60. Once confirmed, Plaintiff will amend this Complaint to allege that there is a well-defined  
22 community of interest in the questions of law and fact involved affecting the plaintiff class and these  
23 common questions predominate over any questions that may affect individual class members. Common  
24 questions of fact and law include, but are not limited to, the following:

- 25 a. Whether Defendant's packaging is misleading;
- 26 b. Whether Defendant knew that its packaging was deceptive;
- 27 c. Whether Defendant's conduct constitutes a violation of the Consumers Legal  
28 Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*);

- d. Whether Defendant's conduct constitutes a violation of California's false advertising law (Cal. Bus. & Prof. Code §§ 17500, et seq.);
- e. Whether Defendant's conduct constitutes an unfair, unlawful, and/or fraudulent business practice in violation of California's unfair competition law (Cal. Bus. & Prof. Code §§ 17200, et seq.);
- f. Whether Defendant's conduct constitutes an unfair, unlawful, and/or fraudulent business practice in violation of California's laws prohibiting slack fill and false bottoms (Cal. Bus. & Prof. Code § 12606);
- g. Whether Plaintiff and Class members are entitled to compensatory damages, and if so, the nature of such damages;
- h. Whether Plaintiff and Class members are entitled to restitutionary relief; and
- i. Whether Plaintiff and Class members are entitled to injunctive relief.

61. Once confirmed, Plaintiff will amend this Complaint to allege that Plaintiff's claims are typical of the claims of the members of the Class and that Plaintiff and all members of the Class have been similarly affected by Defendant's common course of conduct since they all relied on Defendant's representations concerning Pre-Workout and purchased it based on those representations.

62. Should Plaintiff amend this complaint and make class action allegations, Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in handling complex class action litigation. Plaintiff and their counsel will be committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so.

63. Once confirmed, Plaintiff will amend this Complaint to allege Plaintiff and the members of the Class suffered, and will continue to suffer, harm as a result of Defendant's unlawful and wrongful conduct and that a class action is superior to other available methods for the fair and efficient adjudication of the present controversy. Individual joinder of all members of the class will be impracticable. Even if individual class members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed. Individual litigation magnifies the delay and expense to all parties in the court system of resolving the controversies engendered by Defendant's

1 common course of conduct. The class action device allows a single court to provide the benefits of unitary  
2 adjudication, judicial economy, and the fair and efficient handling of all class members' claims in a single  
3 forum. The conduct of this action as a class action will conserve the resources of the parties and of the  
4 judicial system and protects the rights of the class members. Furthermore, for many, if not most, a class  
5 action will be the only feasible mechanism that allows an opportunity for legal redress and justice.

6 64. Once confirmed, Plaintiff will amend this Complaint to allege Adjudication of individual  
7 class members' claims with respect to Defendant would, as a practical matter, be dispositive of the  
8 interests of other members not parties to the adjudication, and could substantially impair or impede the  
9 ability of other class members to protect their interests.

10  
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff requests that the Court enter an order or judgment against Defendant,  
13 and each of them as named in the future, as follows:

- 14 1. For damages suffered by Plaintiff;  
15 2. For restitution to Plaintiff of all monies wrongfully obtained by Defendant;  
16 3. For an injunction ordering Defendant to cease and desist from engaging in the unfair,  
17 unlawful, and/or fraudulent practices alleged in the Complaint;  
18 4. For both pre-judgment and post-judgment interest at the maximum allowable rate on any  
19 amounts awarded;  
20 5. For Plaintiff's costs of the proceedings herein;  
21 6. For reasonable attorneys' fees as allowed by statute; and  
22 7. For any and all such other and further relief that this Court may deem just and proper.

23 IN THE ALTERNATIVE, should Plaintiff amend this Complaint to allege the aforementioned  
24 Class Action, Plaintiff and members of the Class will request that the Court enter an order or judgment  
25 against Defendant, and each of them as named in the future, as follows:

- 26 1. For an order certifying the Class, appointing Plaintiff and his counsel to represent the  
27 Class, and notice to the Class to be paid by Defendant;  
28 2. For damages suffered by Plaintiff and Class members;


- 1           3.     For restitution to Plaintiff and Class members of all monies wrongfully obtained by  
2 Defendant;  
3           4.     For an injunction ordering Defendant to cease and desist from engaging in the unfair,  
4 unlawful, and/or fraudulent practices alleged in the Complaint;  
5           5.     For both pre-judgment and post-judgment interest at the maximum allowable rate on any  
6 amounts awarded;  
7           6.     For Plaintiff's costs of the proceedings herein;  
8           7.     For reasonable attorneys' fees as allowed by statute; and  
9           8.     For any and all such other and further relief that this Court may deem just and proper.

10  
11                                   **DEMAND FOR JURY TRIAL**

12           Plaintiff demands a trial by jury of issues so triable.

13  
14  
15 Dated: December 1, 2025

APEX TRIAL LAW  
A Professional Corporation

17                                   By:   
18                                   Ryan M. Ferrell  
19                                   Attorney for Plaintiff and the Class


# EXHIBIT A

1 I, Thomas Dorobiala, declare as follows:

2 1. I am a Plaintiff in this action, and am a citizen of the State of California. I have  
3 personal knowledge of the facts herein and, if called as a witness, I could and would testify  
4 competently thereto.

5  
6 2. The Complaint in this action, filed concurrently with this Declaration, is filed in the  
7 proper place for trial under Civil Code Section 1780(d) in that Riverside County is a county in which  
8 Defendants are doing business.

9  
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
11 true and correct.

12  
13   
14 Signature

# EXHIBIT B





4934 South Hemet Street  
Gilbert, AZ 85298  
Phone: (949) 230-7029  
Ryan M. Ferrell (rferrell@apextrial.com)\*  
Scott G. Cardon (scardon@apextrial.com)\*\*\*

May 18, 2024

**BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Double Wood LLC  
dba Double Wood Supplements  
3510 Scotts LN, Ste 219  
Philadelphia, PA 19129

Attn: Chief Executive Officer

*Re: Violations of California Consumer Protection Laws*

Dear Madame or Sir:

I am writing on behalf of a Thomas Dorobiala, as well as a potential class of similarly situated persons, to advise you that we believe you are violating the California Consumer Legal Remedies Act.

You market and sell a product known as "Pre-Workout" a dietary supplement. By using deceptive packaging, you are deceiving consumers into believing that they are purchasing a much greater quantity Pre-Workout than they actually receive.

In reality, consumers purchase a far smaller quantity of Pre-Workout than your packaging would suggest and advertise.

We believe that your marketing, advertising, and distribution of Pre-Workout violates the California Consumer Legal Remedies Act by falsely representing that the product has characteristics, uses and benefits which it does not have. We further believe that the aforementioned representations regarding the purported benefits, qualities and characteristics of Pre-Workout constitutes: (1) breach of express warranty; (2) breach of implied warranty of fitness for a particular purpose; (3) negligent misrepresentation; (4) violation of California's

\*Ryan M. Ferrell is licensed in California

\*\*\*Scott G. Cardon is licensed in California, Nevada, and Arizona

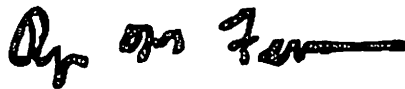
False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*); and (5) violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*).

We respectfully request that you agree to irrevocably stop all false and misleading packaging of Pre-Workout and provide all consumers who have purchased the product with a full refund.

Given that our primary goal is to enjoin the false advertising claims, we will agree to take no further action beyond an injunction in this matter if you will agree to conform your conduct to the requirements and prohibitions of the California Consumer Legal Remedies Act.

Very truly yours,

APEX TRIAL LAW  
A Professional Corporation

A handwritten signature in black ink, appearing to read "Ryan M. Ferrell", with a horizontal line extending from the end of the signature.

Ryan M. Ferrell, Esq.

# EXHIBIT C

