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6 CASE #: 26-2-03961-5 SEA

7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**  
8 **IN AND FOR KING COUNTY**

9 ALEXANDER LIRA, *et al.*,<sup>1</sup>

10 Plaintiffs,

11 v.

**No.**

**COMPLAINT**

12 AMAZON.COM SERVICES LLC,  
13 AMAZON.COM, INC., GALAXY GAS,  
14 LLC, COMMERCE ENTERPRISES INC.  
15 d/b/a MIAMI MAGIC, BAKING BAD  
16 GROUP, INC. d/b/a BAKING BAD,  
17 SELECT DISTRIBUTORS, LLC d/b/a  
18 GOO STICKS, SWEET AND SOUR  
19 HOLDINGS, LLC d/b/a COSMIC GAS,  
20 RAMDON CORP. d/b/a EXOTICWHIP,  
21 RAMDON, CORP. d/b/a FASTGAS, IK  
22 DISTRIBUTIONS, LLC d/b/a EURO GAS,  
23 MONSTER GAS, INC. d/b/a MONSTER  
24 GAS, CLAUDEL VENTURES PRIVATE  
25 LIMITED d/b/a SMARTWHIP, HUNAN  
26 HUITENG GAS COMPANY LIMITED  
d/b/a MASSGASS, HUNAN HUITENG  
GAS COMPANY LIMITED d/b/a  
HOTWHIP, SHARZ GLOBAL d/b/a  
CLOUD 9INE, KAYSER BERNDORF  
GMBH d/b/a EZ-WHIP, DOE ENTITY 1  
d/b/a INFUSIONMAX, DOE ENTITY 2

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<sup>1</sup> A list of all plaintiffs, their state of residence or citizenship, and the brands of nitrous oxide canisters they consumed is attached as Exhibit A and incorporated by reference.

1 d/b/a NITROX, and DOE ENTITY 3 d/b/a  
2 BLUE FLAG,

3  
4 Defendants.

5 Plaintiffs bring this action for personal injuries against certain sellers of nitrous oxide-  
6 filled canisters and allege as follows:

7 **INTRODUCTION**

8 1. Amazon sells and distributes retail products to consumers on Amazon's own  
9 behalf and in conjunction with partner sellers through a profitable joint venture arrangement.  
10 Amazon public statements and policies emphasize that Amazon is responsible for ensuring the  
11 safety of consumers who purchase any of the products available through Amazon platforms  
12 and that this responsibility includes a duty to timely provide consumers with accurate  
13 information about products and the risks associated with their anticipated uses. But when it  
14 came to its sales of nitrous oxide canisters, Amazon shirked its duties by, among other things,  
15 failing to provide consumers with accurate information about risks that would result from  
16 product uses Amazon did or should have reasonably anticipated.

17 2. Inhaling nitrous oxide produces a short but powerful euphoric high. It can be  
18 safely administered under a doctor's care in a legitimate medical setting for anesthetic  
19 purposes. But when consumed recreationally by unsupervised individuals, it presents a host of  
20 serious health and safety risks. Amazon knew these risks, ignored them, and sold nitrous oxide  
21 canisters to the public in a format or volume that facilitated and encouraged consumers to ingest  
22 massive and dangerous doses of pure nitrous oxide, unmixed with the oxygen the reduces harm  
23 potential in a clinical setting. To take advantage of a legal loophole, Amazon claimed their  
24 products were intended for culinary use. They were not.

25 3. Amazon intended their products to be inhaled by consumers for recreational  
26 purposes and marketed them accordingly. Amazon provided limited and inadequate

1 information about the dangers associated with nitrous oxide inhalation. Amazon provided no  
2 information about the addictive potential of nitrous oxide inhalation.

3 4. Amazon's marketing efforts succeeded, and nitrous oxide-related injuries and  
4 diseases spiked as a result. So, too, did reports of nitrous oxide addiction.

5 5. The Manufacturing Defendants shared the same reasonable expectation that  
6 their products would be inhaled by consumers for recreational purposes, marketed their  
7 products accordingly, and likewise failed to provide adequate information about the risks of  
8 doing so.

9 6. Plaintiffs are consumers who have been harmed by the conduct of Amazon and  
10 the Manufacturing Defendants, having sustained serious injuries as a result of using Amazon's  
11 and the Manufacturing Defendants' products in the manner they anticipated and encouraged.  
12 This suit seeks redress for those injuries.

### 13 **PARTIES**

#### 14 **PLAINTIFFS**

15 7. Plaintiffs are citizens and/or residents of the United States who have suffered  
16 personal injuries in the form of abnormal blood counts, asphyxiation, blood clots, frostbite,  
17 headache, impaired bowel and bladder function, lightheadedness, limb weakness, loss of  
18 consciousness, numbness, palpitations, paralysis, psychiatric disturbances (delusions,  
19 hallucinations, paranoia, depression), tingling, trouble walking, loss of motor skills, loss of  
20 coordination, abnormal gait, memory loss, vitamin B12 deficiency, spinal cord damage, and  
21 brain damage. These injuries resulted from Plaintiffs inhaling nitrous oxide that was  
22 manufactured, promoted, sold, distributed, or supplied by Amazon and the Manufacturer  
23 Defendants.

24 8. All Plaintiffs in this action assert rights to relief, jointly, severally, or in the  
25 alternative with respect to or arising out of the same transaction, occurrence, or series of  
26

1 transactions or occurrences, and share common questions of fact and law that will arise in this  
2 action, therefore all Plaintiffs are entitled to join in this one action as Plaintiffs.

3 **DEFENDANTS**

4 9. AMAZON.COM Services LLC (“Amazon Services”) is a limited liability  
5 company organized in Delaware with its principal place of business in Seattle, Washington. At  
6 all relevant times, Amazon Services was engaged in the business of marketing, promoting,  
7 selling, and/or distributing nitrous oxide-filled canisters. Upon information and belief,  
8 Amazon Services is a wholly owned subsidiary of Amazon Inc.

9 10. AMAZON.COM, INC. (“Amazon Inc.” and collectively with Amazon  
10 Services, “Amazon”) is a Delaware corporation with its principal place of business in Seattle,  
11 Washington. At all relevant times, Amazon was engaged in the business of marketing,  
12 promoting, selling, and/or distributing nitrous oxide-filled canisters.

13 11. GALAXY GAS LLC (“Galaxy Gas”) is a Georgia limited liability company,  
14 with its principal place of business in Kennesaw, Georgia. At all relevant times, Galaxy Gas  
15 was engaged in the business of manufacturing, marketing, promoting, selling, and/or  
16 distributing nitrous-oxide filled canisters.

17 12. COMMERCE ENTERPRISES INC. d/b/a Miami Magic (“Miami Magic”) is a  
18 Florida corporation with its principal place of business in Miami, Florida. At all relevant times,  
19 Miami Magic was engaged in the business of manufacturing, marketing, promoting, selling,  
20 and/or distributing nitrous-oxide filled canisters.

21 13. BAKING BAD GROUP, INC. d/b/a Baking Bad (“Baking Bad”) is a  
22 Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. At  
23 all relevant times, Baking Bad was engaged in the business of manufacturing, marketing,  
24 promoting, selling, and/or distributing nitrous-oxide filled canisters.

25 14. SELECT DISTRIBUTORS, LLC d/b/a Goo Sticks (“Goo Sticks”) is a  
26 Michigan limited liability company with its principal place of business in Clinton Township,

1 Michigan. At all relevant times, Goo Sticks was engaged in the business of manufacturing,  
2 marketing, promoting, selling, and/or distributing nitrous-oxide filled canisters.

3 15. SWEET AND SOUR HOLDINGS, LLC d/b/a Cosmic Gas (“Cosmic Gas”) is  
4 a Nevada limited liability company with its principal place of business in Las Vegas, Nevada.  
5 At all relevant times, Cosmic Gas was engaged in the business of manufacturing, marketing,  
6 promoting, selling, and/or distributing nitrous-oxide filled canisters.

7 16. RAMDON CORP. d/b/a ExoticWhip (“ExoticWhip”) is a New York  
8 corporation with its principal place of business in New York, New York. At all relevant times,  
9 ExoticWhip was engaged in the business of manufacturing, marketing, promoting, selling,  
10 and/or distributing nitrous-oxide filled canisters.

11 17. RAMDON, CORP. d/b/a FastGas (“FastGas”) is a New York corporation with  
12 its principal place of business in New York, New York. At all relevant times, FastGas was  
13 engaged in the business of manufacturing, marketing, promoting, selling, and/or distributing  
14 nitrous-oxide filled canisters.

15 18. IK DISTRIBUTIONS, LLC d/b/a Euro Gas (“Euro Gas”) is a California limited  
16 liability company with its principal place of business in Chatsworth, California. At all relevant  
17 times, Euro Gas was engaged in the business of manufacturing, marketing, promoting, selling,  
18 and/or distributing nitrous-oxide filled canisters.

19 19. MONSTER GAS, INC. d/b/a Monster Gas (“Monster Gas”) is a California  
20 corporation with its principal place of business in Irvine, California. At all relevant times,  
21 Monster Gas was engaged in the business of manufacturing, marketing, promoting, selling,  
22 and/or distributing nitrous-oxide filled canisters.

23 20. CLAUDEL VENTURES Private Limited d/b/a SmartWhip (“SmartWhip”) is  
24 an Indian private limited company with its principal place of business in Gurugram, India. At  
25 all relevant times, SmartWhip was engaged in the business of manufacturing, marketing,  
26 promoting, selling, and/or distributing nitrous-oxide filled canisters.

1           21.     HUNAN HUITENG GAS COMPANY LIMITED d/b/a MassGass and  
2 HOTWHIP (“MassGass/HOTWHIP”) is a Chinese company with its principal place of  
3 business in Changsha, China. At all relevant times, MassGass/HOTWHIP was engaged in the  
4 business of manufacturing, marketing, promoting, selling, and/or distributing nitrous-oxide  
5 filled canisters.

6           22.     SHARZ GLOBAL d/b/a Cloud 9ine (“Cloud 9ine”) is a Polish company with  
7 its principal place of business in Warszawa, Poland. At all relevant times, Cloud 9ine was  
8 engaged in the business of manufacturing, marketing, promoting, selling, and/or distributing  
9 nitrous-oxide filled canisters.

10          23.     KAYSER BERNDORF GMBH d/b/a EZ-Whip (“EZ-Whip”) is an Austrian  
11 company with its principal place of business in Vienna, Austria. At all relevant times, EZ-  
12 Whip was engaged in the business of manufacturing, marketing, promoting, selling, and/or  
13 distributing nitrous-oxide filled canisters.

14          24.     DOE ENTITY 1 d/b/a InfusionMax (“InfusionMax”) is a Danish company with  
15 its principal place of business in Rotterdam, Netherlands. At all relevant times, InfusionMax  
16 was engaged in the business of manufacturing, marketing, promoting, selling, and/or  
17 distributing nitrous-oxide filled canisters.

18          25.     DOE ENTITY 2 d/b/a NITROX (“NITROX”) is a company of which the state  
19 of incorporation and principal place of business are unknown at this time. At all relevant times,  
20 NITROX was engaged in the business of manufacturing, marketing, promoting, selling, and/or  
21 distributing nitrous-oxide filled canisters.

22          26.     DOE ENTITY 3 d/b/a Blue Flag (“Blue Flag”) is a company of which the state  
23 of incorporation and principal place of business are unknown at this time. At all relevant times,  
24 Blue Flag was engaged in the business of manufacturing, marketing, promoting, selling, and/or  
25 distributing nitrous-oxide filled canisters.



1 **FACTUAL ALLEGATIONS**

2 **A. AMAZON IS A RETAILER THAT PUBLICLY CLAIMS TO EMBRACE**  
3 **ITS RESPONSIBILITY FOR ENSURING CONSUMER SAFETY.**

4 33. Amazon sells and distributes a vast array of consumer goods. Amazon sells  
5 some of these products from its own inventory. And for others, it sells products in conjunction  
6 with partner sellers under a joint venture arrangement under which Amazon receives a share of  
7 revenue or fees for products sold and distributed.

8 34. Amazon describes itself as a “store” in public facing documents directed at its  
9 customers and partner sellers.

10 35. For both products sold out of its own inventory and products sold in conjunction  
11 with partner sellers, Amazon has sole discretion over which products it chooses to offer;  
12 communicates with customers; maintains and curates customer reviews; modifies or suspends  
13 sales listing; calculates, charges, and remits sales tax; enforces product recall notifications;  
14 controls partner seller access to customer information; and processes refunds and returns of  
15 products under a policy administered under Amazon’s sole discretion.

16 36. For all products sold out of its own inventory and some products sold in  
17 conjunction with partner sellers, Amazon maintains physical custody of products in  
18 warehouses controlled by Amazon and controls the shipping and delivery process of products.

19 37. For some products sold in conjunction with partner sellers, the product seller  
20 maintains physical custody of products and arranges the shipping and delivery process of  
21 products in coordination with Amazon.

22 38. Amazon retains sole discretion to cease offering products by any partner seller,  
23 to select what products can and cannot be sold through the Amazon platforms, and to ban  
24 classes of products from sale on the Amazon platforms.

25 39. Amazon acts as a product seller and distributor of all products available for  
26 purchase on the Amazon platforms.

1           40.     Amazon holds itself out as embracing its responsibility for ensuring consumer  
2 safety for all the products it sells and distributes. Amazon makes and publicizes statements to  
3 this effect.

4           41.     Amazon claims that Amazon’s goals with respect to the products Amazon sells  
5 include ensuring that they are “inherently safe when they were manufactured, that they remain  
6 safe when they are delivered, and that the customer knows how to use the products  
7 appropriately to ensure their continued safety.”

8           42.     Amazon claims that Amazon’s goals include “[p]reventing unsafe products  
9 from getting into the hands of customers.”

10          43.     Amazon claims that Amazon has “robust policies and processes in place to  
11 make sure the products [sellers] want to list for sale meet applicable compliance and safety  
12 requirements” and that it “continuously monitor[ing] our store for potentially unsafe or  
13 noncompliant products, including when we receive new information from sellers about  
14 products and brands, and from safety and regulatory bodies.”

15          44.     Regarding product recalls and other safety alerts, Amazon claims that Amazon  
16 does not “believe it’s sufficient to simply post a notice or issue a press release about a recall,  
17 so we email and notify customers directly when we become aware of a product recall or other  
18 safety issue.” Towards this end, Amazon maintains a “Recalls and Product Safety Alerts”  
19 section on its website that purports to make available information that would be relevant to  
20 assessing consumer safety for specific products.

21          45.     Amazon failed to live up to its own consumer safety policies when it came to  
22 the sale and distribution of nitrous oxide canisters.

23           **B.     NITROUS OXIDE USES AND RISKS.**

24          46.     Nitrous oxide is an odorless, colorless gas. In the late 18th century, it was  
25 discovered that inhaling nitrous oxide produces psychoactive effects in humans. Its  
26

1 recreational use potential was recognized almost immediately upon that discovery. Since then,  
2 people have inhaled nitrous oxide recreationally to induce euphoric and dissociative feelings.

3 47. Near the middle of the 19th century, scientists learned that nitrous oxide  
4 inhalation also can anesthetize humans to pain. Medical professionals now regularly use  
5 nitrous oxide as an anesthetic in dentistry and other clinical settings. When used clinically, a  
6 30-50% concentration of nitrous oxide mixed with oxygen is administered via inhalation by a  
7 face mask. This is for safety. Nitrous oxide, once inhaled, displaces oxygen in the body.  
8 Administering nitrous oxide combined with oxygen reduces the risk of harms associated with  
9 oxygen deprivation.

10 48. Recreational users often consume nitrous oxide by inhaling the gas from  
11 balloons that are filled from tanks intended for use in a medical setting or nitrous oxide canisters  
12 intended for use in a culinary setting. The balloons serve as an intermediary that allows the  
13 gas to warm before inhalation because gas emerges from pressurized sources cold enough to  
14 damage vocal cords, lungs, or other tissue. When inhaled in this manner, nitrous oxide is  
15 ingested in pure or close to pure form, unlike inhalation in a clinic setting where nitrous oxide  
16 is mixed with an appropriate concentration of oxygen.

17 49. When inhaled in pure form, without combination with an appropriate  
18 concentration of oxygen, nitrous oxide results in diminished blood oxygen levels or hypoxia.  
19 Hypoxia can cause numerous negative health outcomes including damage to the brain, heart,  
20 or other organs, sometimes severe enough to cause death.

21 50. Chronic nitrous oxide inhalation disrupts vitamin B12 metabolism, causing B12  
22 deficiency. Vitamin B12 deficiency in turn interrupts the body's ability to engage in the  
23 methylation of myelin proteins, leading to the demyelination of nerve cells. Myelin is a  
24 protective cover that surrounds nerve cells in the body's central and peripheral nervous system.  
25 Demyelination refers to the destruction or degradation of myelin, which leaves nerve cells  
26 exposed and vulnerable. Demyelination causes many negative and serious health outcomes

1 including vision impairment or loss; muscle weakness and fatigue; impaired coordination;  
2 diminished or painfully intensified sensitivity to touch; cognitive impairment; and depression.

3 51. Because nitrous oxide inhalation also introduces dissociative and disorienting  
4 feelings, it poses a risk for acute physical injury from falls or other mishaps should the user  
5 attempt to stand, walk, or operate machinery while under its effects.

6 52. Inhalation of nitrous oxide directly from a pressurized source can severely  
7 damage tissue in the form of frostbite to the lips, mouth, throat, vocal cords, and lungs.

8 53. The FDA has summarized the risks associated with recreational nitrous oxide  
9 use:

10 Inhaling nitrous oxide can result in a range of symptoms and  
11 serious health problems, from abnormal blood counts,  
12 asphyxiation, blood clots, frostbite, headache, impaired bowel and  
13 bladder function, lightheadedness, limb weakness, loss of  
14 consciousness, numbness, palpitations, paralysis, psychiatric  
15 disturbances (delusions, hallucinations, paranoia, depression),  
16 tingling, trouble walking, vitamin B12 deficiency, and in some  
cases, death. For some individuals who regularly inhale nitrous  
oxide, this habit can lead to prolonged neurological effects,  
including spinal cord or brain damage, even after stopping use.

17 U.S. Food & Drug Administration, FDA Advises Consumers Not to Inhale Nitrous Oxide  
18 Products (the “FDA Advisory”), [https://www.fda.gov/food/alerts-advisories-safety-  
19 information/fda-advises-consumers-not-inhale-nitrous-oxide-products](https://www.fda.gov/food/alerts-advisories-safety-information/fda-advises-consumers-not-inhale-nitrous-oxide-products).

20 54. Medical literature has documented deaths and diseases attributable to  
21 recreational use of nitrous oxide for decades. Despite this, most recreational nitrous oxide  
22 users are unaware of its harm potential. One study found that 77% of users reported ignorance  
23 of the potential harmful effects of nitrous oxide inhalation.

24 55. The psychoactive effect of nitrous oxide is short-lived but intense, which can  
25 precipitate frequent and heavy use or, in some cases, addiction. Medical literature reports cases  
26

1 of persons inhaling the daily equivalent of dozens or hundreds of nitrous chargers for months  
2 on end.

3 56. When used as a drug, the Federal Food Drug, and Cosmetic Act classifies  
4 nitrous oxide as a “designated medical gas” and imposes labeling, use, and other requirements  
5 or restrictions. See 21 U.S.C. §§ 360ddd(1)(C); 360ddd-1. These regulations limit the  
6 availability of nitrous oxide intended for medical use, rendering it less accessible to would-be  
7 recreational users. But when used in food as a propellant and aerating agent, nitrous oxide is  
8 subject to “no limitations other than current good manufacturing practice.” 21 C.F.R. §  
9 184.1545 (promulgated Feb. 14, 2008).

10 57. Nitrous oxide’s most well-known culinary use is charging whipped cream  
11 dispensers. Filling a whipped cream dispenser with pressurized nitrous oxide aerates the  
12 contents and supplies the aerosol propellant needed to dispense it. Whipped cream dispensers  
13 generally hold between 0.5 and 1.0 liters of contents and are filled by small, single use  
14 capsules—known as chargers—that release between 8 to 16 grams of nitrous oxide into the  
15 dispenser. One to two chargers is sufficient to charge a whipped cream dispenser. A box of  
16 chargers is depicted below.



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23 58. Previously, size and cost constraints associated with traditional nitrous chargers  
24 provided some obstacles to recreational abuse. Each charger capsule needs to be opened or  
25 “cracked” individually and emptied into a balloon before consumption. Chargers retail for  
26 between \$0.50 to \$1.50 each.

1           **C.     AMAZON AND THE MANUFACTURER DEFENDANTS BEGIN**  
2           **SELLING A NEW AND DANGEROUS PRODUCT.**

3           59.     Things changed in the late 2010s when the Manufacturer Defendants began  
4     manufacturing and Amazon began marketing and distributing much larger nitrous oxide  
5     canisters.

6           60.     This new type of nitrous oxide canister ranges in size up to 3.3 liters in volume  
7     or 2000 grams of nitrous oxide. The canisters are often brightly colored and adorned with eye-  
8     catching graphics intended to capture the attention of young people or children. Unlike  
9     traditional nitrous chargers that are genuinely intended for culinary use and unflavored—  
10    whipped cream is flavored by adding fruit puree or other ingredients to a heavy cream base—  
11    these containers bear nitrous oxide gas in a variety of candy-like flavors such as watermelon,  
12    strawberry, or blueberry. A representative image of this new type of charger—obtained from  
13    an Amazon web page—is below.



1           61.     According to Amazon, these watermelon-flavored nitrous oxide containers  
2 contain 2000 grams of nitrous each. Amazon offers them for sale as a six-pack for \$305.88.

3           62.     In contrast, Amazon also offers for sale the above-depicted 10-pack of  
4 traditional nitrous charger capsules for \$16.95. Purchasing the charger capsules equates to a  
5 \$0.13 per gram of nitrous oxide. Purchasing the 2000 gram canister six-pack equates to \$0.03  
6 per gram of nitrous oxide. The larger canister format makes nitrous oxide available to  
7 consumers at less than one fifth the price per unit.

8           63.     A six-pack of 2000 gram nitrous oxide containers would supply enough nitrous  
9 oxide sufficient to charge more than 1,400 whip cream dispensers. It is implausible that any  
10 individual consumer would have a culinary need for that volume of nitrous oxide.

11          64.     The websites for restaurant supply businesses like Sysco, US Foods, and  
12 Webstaurant Store all list for sale traditional nitrous oxide charger capsules containing around  
13 8 grams each of nitrous oxide. None list for sale enormous, colorful containers of nitrous oxide  
14 like those depicted above. Nor do they offer to sell flavored nitrous oxide of any kind.

15          65.     Smoke shops and gas stations, on the other hand, do regularly stock large  
16 canisters of flavored nitrous oxide.

17          66.     Some big box retailers, like Target and Walmart, have offered for sale large  
18 canisters of flavored nitrous oxide but did so only through their online electronic commerce  
19 platforms and not via their brick-and-mortar retail locations. On information and belief, this  
20 choice reflected those retailers' awareness that selling these products was irresponsible and  
21 dangerous. Notably, Target and Walmart appear to have ceased selling large canisters of  
22 nitrous oxide or flavored nitrous oxide.

23          67.     Comments regarding nitrous oxide canister products on electronic commerce  
24 sites maintained by Amazon reference the true intended purpose of those products: the  
25 recreational inhalation of nitrous oxide to experience psychoactive effects.  
26

1           68.     An Amazon review for a 2.2 liter tank of nitrous oxide sold under the Galaxy  
2 Gas brand stated “Stuff gives me a rush of dopamine and euphoric relief as it kills my brain  
3 cells and massages the back of brain.”

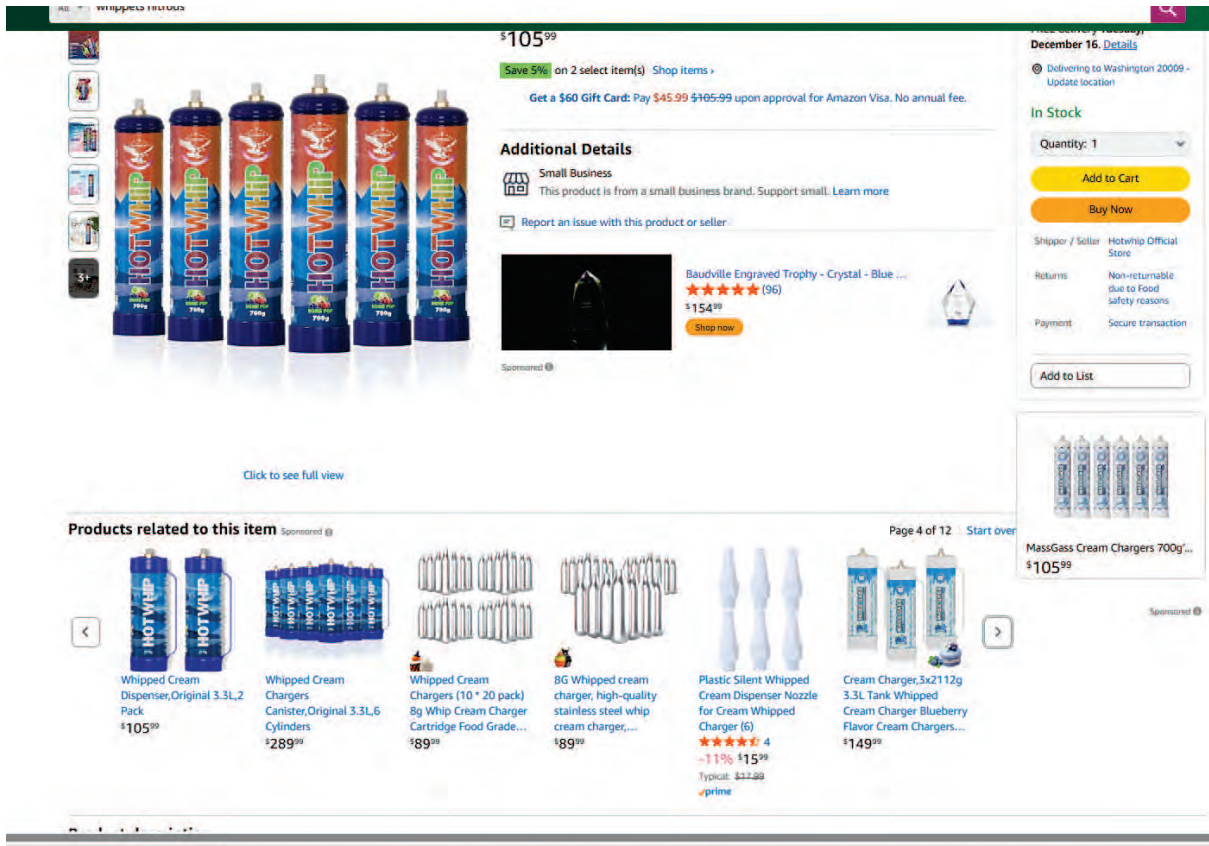
4           69.     An Amazon review for a 670 gram tank of nitrous oxide sold under the Exotic  
5 Whip brand stated “This stuff is really clean. if you are using it for Balloons, you don’t need  
6 to buy the regulator. a small white tip comes with each bottle for that. heh heh.” Balloons are  
7 used to facilitate the inhalation of nitrous oxide and have no role in the culinary use of nitrous  
8 oxide.

9           70.     An Amazon review for a 2000 gram tank of nitrous oxide sold under the Prime  
10 Whip brand was titled “Tastes like medical grade” and stated “If you are familiar with using a  
11 nitrous tank you will appreciate this product. It is like having a mini tank for home use -perfect  
12 for a small social occasion. Also, if you are familiar with using a nitrous tank, you should  
13 already know how to take care when you use it. Please enjoy responsibly.”

14           71.     An Amazon review for a 640 gram tank of flavored nitrous oxide sold under the  
15 Prime Whip brand advised readers “[d]on’t buy the flavored tanks” because “it’s gross to  
16 breathe in once the included filter gets overwhelmed” and because “[t]here is definitely less  
17 NO2 in the” flavored tanks and “effects-wise it’s a noticeable difference.”

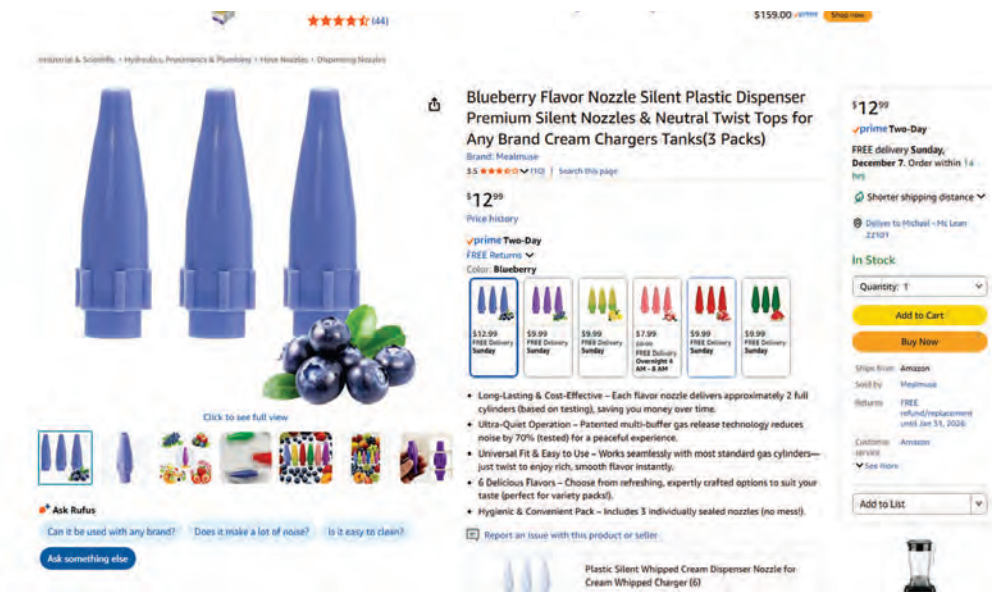
18           72.     These and similar reviews made it crystal clear to Amazon that consumers were  
19 inhaling their products to feel psychoactive effects.

20           73.     Amazon also sells “dispenser nozzles” for attachment to the nitrous oxide  
21 canisters and promotes them as intended for use together by featuring nozzles as “Products  
22 related to this item” on product pages for nitrous oxide canisters.



74. These nozzles are intended for venting nitrous oxide from the canisters sold or supplied by Amazon into a balloon to be inhaled moments later or, more dangerously, directly into a consumer's mouth and lungs. That intent is made clear in several ways. For one, some of the nozzles sold by Amazon are themselves promoted as candy or fruit flavored, making clear that they are for being placed in one's mouth.

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75. Product images associated with the nozzles show them being used to vent gas, not dispense whipped cream.



1           76.     Nothing in the nozzle product descriptions attempts to explain what role such a  
2 nozzle would play in dispensing whip cream. That is because they have no such role in that  
3 process.

4           77.     Likewise, consumer comments for the nozzles sold by Amazon refer to their  
5 true intended purpose: the recreational inhalation of nitrous oxide. One such comments states  
6 “So this is an amazing idea. I thought these would work as universal crackers. Turns out they  
7 don’t work great with the smaller no2 canisters. No biggie. Still they smell and taste fruity.”  
8 A “cracker” is slang for a mechanical device that allows the user to break the seal on a  
9 traditional nitrous charger capsule and empty its contents into a balloon.

10          78.     Using a nozzle to directly consume nitrous oxide from nitrous oxide canisters is  
11 dangerous. It increases the risk of frostbite to the lips, mouth, throat, vocal cords, and lungs.  
12 And, in contrast to the use of gas-filled balloons, it allows for near-continuous inhalation of  
13 nitrous oxide, greatly increasing risks associated with hypoxia and chronic nitrous oxide  
14 consumption.

15          79.     Upon information and belief, the product packaging, online promotional  
16 materials, and inhalation-referencing user comments described above are representative of  
17 similar materials found on the websites and social media pages maintained by the  
18 Manufacturing Defendants.

19          80.     As mentioned above, Amazon also sells traditional nitrous oxide chargers that  
20 hold between 8 and 16 grams of nitrous oxide per capsule. Unlike the new type of large nitrous  
21 oxide canister, chargers can be legitimately used for culinary purposes. Upon information and  
22 belief, Amazon makes no effort to monitor and identify sales patterns to individual consumers  
23 that indicate its nitrous oxide chargers will be inhaled recreationally rather than put to culinary  
24 use.

1           81.     The conduct of Amazon and the Manufacturer Defendants promotes the  
2 dangerous practice of directly inhaling nitrous oxide from very large capacity nitrous oxide  
3 canisters.

4           82.     Any claim of culinary use by Amazon or the Manufacturer Defendants is a fig  
5 leaf deployed to maintain a veneer of legitimacy for their nitrous oxide large canister products.

6           83.     Amazon and the Manufacturer Defendants expected that consumers would use  
7 their nitrous oxide canister products to recreationally inhale nitrous oxide.

8           84.     Amazon's and the Manufacturer Defendants' profit model for their large nitrous  
9 oxide canister products depended on consumers' recreational inhalation of nitrous oxide  
10 because there is no meaningful market for large, flavored nitrous oxide canisters outside of that  
11 use.

12          85.     Public health officials noted a marked increase in reported cases of recreational  
13 nitrous oxide abuse and related injuries in the period following the introduction to the market  
14 of this new type of much larger, flavored nitrous oxide canister.

15          86.     Certain states have responded to the public health risks associated with  
16 recreational inhalation of nitrous oxide by enacting legislation prohibiting the inhalation of  
17 nitrous or imposing limits on the weight or volume of nitrous oxide that may be lawfully  
18 distributed. E.g., Fl. Stat. § 877.11 (distribution of more than 16 grams of nitrous oxide is  
19 unlawful); NY Pub. Health § 3380(5) (regulating the sale and use of nitrous oxide and banning  
20 sales to persons under the age of 21); Ind. Code Ann. § 35-46-6-3 (limiting the sale of flavored  
21 nitrous).

22           **D.     AMAZON AND THE MANUFACTURER DEFENDANTS FAIL TO**  
23           **WARN CONSUMERS OF DANGERS.**

24          87.     Amazon and the Manufacturer Defendants knew or should have known that the  
25 large canisters of nitrous oxide they were promoting or distributing were being purchased for  
26 recreational use via inhalation.

1           88.     Based on sales patterns including frequency and volume of purchase, Amazon  
2 and the Manufacturer Defendants knew or should have known its traditional nitrous oxide  
3 charger canisters were being purchased by certain of their customers for recreational use via  
4 inhalation.

5           89.     Amazon and the Manufacturer Defendants made inadequate efforts to warn  
6 consumers about the risks associated with the recreational use of their products such as injury  
7 or death. While some nitrous oxide canister manufacturers included generic “DO NOT  
8 INHALE” admonishments on their packaging, none included warnings with sufficient  
9 information to allow consumers to make informed decisions regarding the inhalation of nitrous  
10 oxide.

11          90.     Amazon and the Manufacturer Defendants failed to provide consumers with  
12 information about specific diseases or injuries that could result from consuming the nitrous  
13 oxide in the manner that Amazon and the Manufacturer Defendants expected.

14          91.     Amazon and the Manufacturer Defendants failed to advise consumers that  
15 inhaling the nitrous oxide canisters in the manner Amazon and the Manufacturer Defendants  
16 expected—directly from the canister or from a balloon but, in either case, unmixed with  
17 oxygen—would place consumers at risk for hypoxia or asphyxiation and injuries associated  
18 with those conditions.

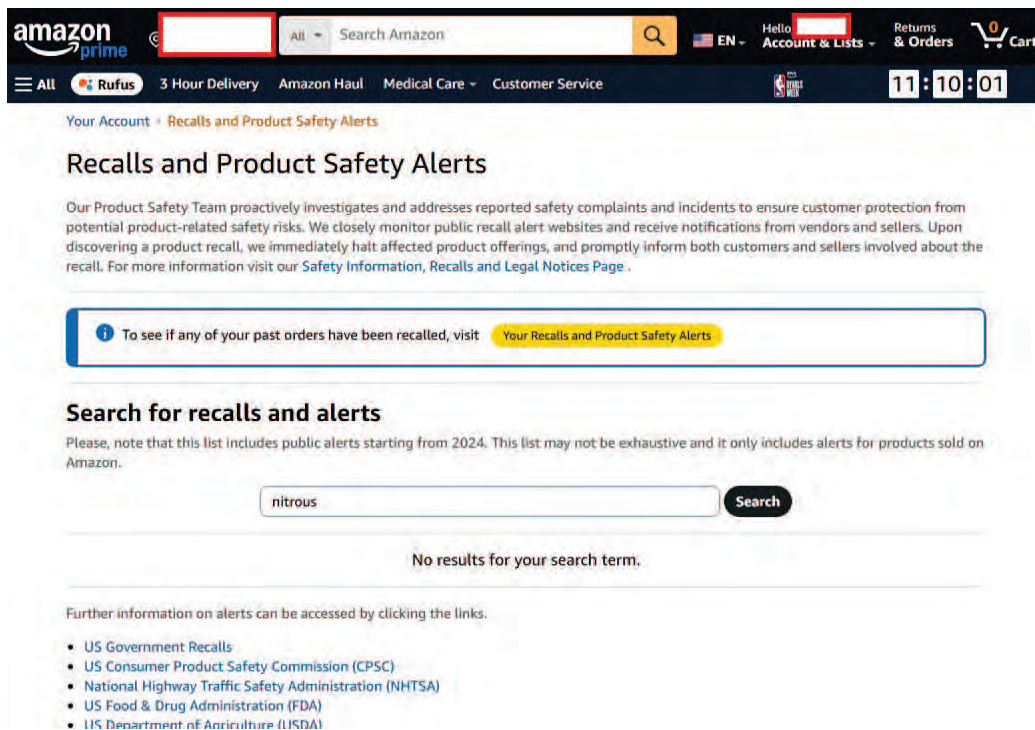
19          92.     Amazon and the Manufacturer Defendants failed to advise consumers that  
20 inhaling the nitrous oxide canisters in the manner Amazon and the Manufacturer Defendants  
21 expected—directly from the canister or from a balloon but, in either case, unmixed with  
22 oxygen—would place consumers at risk for demyelination or other damage to the nervous  
23 system.

24          93.     Amazon and the Manufacturer Defendants failed to advise consumers as to the  
25 addictive potential of recreational nitrous oxide inhalation.

1           94.     In March 2025, the FDA issued a warning advising “consumers not to inhale  
2 nitrous oxide products from any size canisters, tanks, or chargers.” The warning listed  
3 numerous specific Manufacturer Defendants brands associated with large canisters of nitrous  
4 oxide purportedly being sold for culinary use but actually intended for human recreational use.  
5 The warning specifically advised that Amazon was a conduit for the sale of these products, and  
6 Amazon offered for sale many of the specific brands identified in the FDA Advisory.

7           95.     After the FDA Advisory, Amazon and the Manufacturer Defendants continued  
8 to promote and distribute these products without warning consumers of the dangers associated  
9 with recreational inhalation of nitrous oxide. The Manufacturer Defendants did not amend  
10 their packaging to disclose the risks highlighted by the FDA. Amazon did not amend their  
11 electronic commerce sites to disclose the risks highlighted by the FDA.

12           96.     After that advisory, the Amazon “Recalls and Product Safety Alerts” page  
13 included no information about the dangers associated with the inhalation of nitrous oxide or  
14 mention of the FDA Advisory.



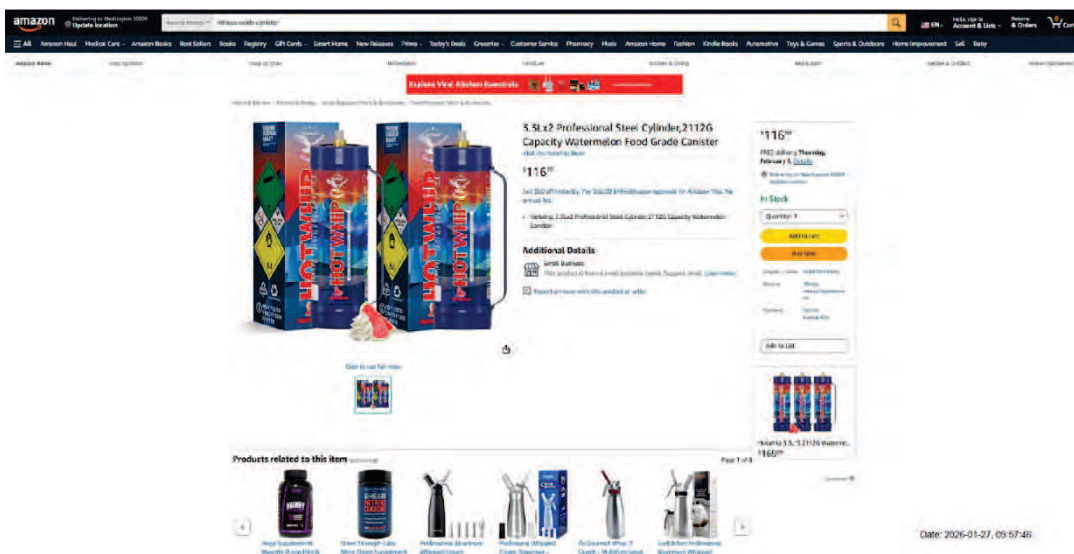
1 97. After that advisory, Amazon and the Manufacturer Defendants continued to  
2 promote and distribute these products, including products directly named in the FDA Advisory.

3 98. After that advisory, Amazon and the Manufacturer Defendants continued to not  
4 monitor or identify sales patterns of traditional nitrous oxide chargers that were consistent with  
5 recreational inhalation.

6 99. On January 23, 2026, a consumer sued Amazon in United States District Court,  
7 Western District of Washington and sought to recover for damages suffered as a result of  
8 consuming nitrous oxide purchased from Amazon.

9 100. In response to a request for statement from a newsgathering organization,  
10 Amazon stated that it currently prohibits nitrous oxide products “that are advertised for  
11 recreational drug use, are flavored, or sold in large volumes (greater than 8.4 grams and  
12 packages containing more than 10 units).” That statement was included in a news story about  
13 the lawsuit that was published on January 26, 2026. Ben Adline, *Amazon Accused of Ignoring*  
14 *Nitrous Oxide Health Hazards*, Law360, <https://www.law360.com/articles/2434271> (Jan. 26,  
15 2026).

16 101. Contrary to Amazon’s statement, large tanks of flavored nitrous oxide were still  
17 available for purchase on Amazon platforms as of January 27, 2026.



1           **E.     PLAINTIFFS SUFFERED INJURIES FROM CONSUMING AMAZON’S**  
2           **AND THE MANUFACTURER DEFENDANTS’ PRODUCTS.**

3           102.   Plaintiffs purchased and consumed nitrous oxide canister products that were  
4 manufactured, promoted, sold, or distributed by Amazon and the Manufacturer Defendants and  
5 were injured as a result.

6           103.   Certain Plaintiffs purchased from Amazon and the Manufacturer Defendants  
7 and consumed nitrous oxide charger products in a volume and frequency that could only have  
8 been consistent with persistent recreational use rather than culinary use. At no time did  
9 Amazon attempt to intervene, limit such Plaintiffs’ purchases, or adequately warn such  
10 Plaintiffs about the risks associated with inhaling nitrous oxide.

11          104.   Amazon and the Manufacturer Defendants failed to provide adequate public  
12 information about risks associated with the inhalation of nitrous oxide.

13          105.   Plaintiffs were not aware of the risks associated with the recreational use of  
14 nitrous oxide before their periods of nitrous oxide consumption. Instead, Plaintiffs believed  
15 that Amazon’s and the Manufacturer Defendants’ nitrous oxide products were safe or presented  
16 limited and reasonable risk when used recreationally.

17          106.   As a result of Plaintiffs’ use of Amazon’s and the Manufacturer Defendants’  
18 nitrous oxide products, Plaintiffs suffered injuries including abnormal blood counts,  
19 asphyxiation, blood clots, frostbite, headache, impaired bowel and bladder function,  
20 lightheadedness, limb weakness, loss of consciousness, numbness, palpitations, paralysis,  
21 psychiatric disturbances (delusions, hallucinations, paranoia, depression), tingling, trouble  
22 walking, loss of motor skills, loss of coordination, abnormal gait, memory loss, vitamin B12  
23 deficiency, spinal cord damage, and brain damage.

24          107.   At all relevant times, Amazon and the Manufacturer Defendants knew or should  
25 have known that there was a substantial likelihood that consumers who purchased their  
26 products, like Plaintiffs, would use those products recreationally by inhaling nitrous oxide and

1 that doing so would put them at significant risk of suffering injuries such as those detailed  
2 above.

3 108. Despite this, Amazon and the Manufacturer Defendants failed to include in  
4 packaging or promotional materials adequate warnings regarding the risks of inhaling nitrous  
5 oxide or to otherwise communicate these risks, including to Plaintiffs.

6 109. Despite this, Amazon failed to include on their electronic commerce website  
7 and related platforms adequate warnings regarding the risks of inhaling nitrous oxide or to  
8 otherwise communicate these risks, including to Plaintiffs.

9 110. Nor did Amazon or the Manufacturer Defendants take any steps to monitor the  
10 volume or frequency of Plaintiffs' nitrous oxide charger purchases or intervene—by limiting  
11 sales, providing an adequate warning of the harms associated with nitrous oxide inhalation, or  
12 other means—once the volume and frequency of certain Plaintiffs' nitrous oxide charger  
13 purchases clearly indicated those products were being purchased for recreational inhalation  
14 rather than culinary use.

15 111. Amazon and the Manufacturer Defendants thus failed to adequately warn  
16 Plaintiffs about the risks of developing injuries from inhaling nitrous oxide.

17 112. Had Plaintiffs known the risks associated with nitrous oxide inhalation,  
18 Plaintiffs would have avoided, limited, or modified the means of nitrous oxide inhalation.

19 113. As a direct and proximate cause of Amazon's and the Manufacturer Defendants'  
20 conduct, Plaintiffs suffered serious and permanent injuries in the form described above.

21 114. In addition, as a direct and proximate cause of Amazon's and the Manufacturer  
22 Defendants' conduct, Plaintiffs suffered damages and harm. For certain Plaintiffs, these  
23 damages included emotional distress and other economic harm associated with loss of earnings.

24 115. As a direct and proximate result of the acts and omissions of Amazon and the  
25 Manufacturer Defendants, and Plaintiffs' use of nitrous oxide, Plaintiffs have suffered harms  
26 including being prevented from pursuing their normal activities and employment, experiencing

1 severe pain and suffering and mental anguish, and being deprived of their ordinary pursuits and  
2 enjoyments of life, and have and/or will suffer diminution of earnings as a result.

3 **PUNITIVE DAMAGES ALLEGATIONS**

4 116. Amazon's and the Manufacturer Defendants' conduct as alleged herein was  
5 done with reckless disregard for human life, oppression, and malice. Amazon and the  
6 Manufacturer Defendants were fully aware that their nitrous oxide canister products would be  
7 consumed recreationally by humans and of the safety risks associated with that consumption.  
8 Nonetheless, Amazon and the Manufacturer Defendants deliberately promoted and marketed  
9 their products in a manner to encourage human consumption and without adequately warning  
10 about the injuries that could result from nitrous oxide consumption. Amazon's and the  
11 Manufacturer Defendants' conduct was carried out with a willful and conscious disregard for  
12 Plaintiffs' safety and subjected Plaintiffs to cruel and unjust hardship. Amazon's and the  
13 Manufacturer Defendants' conduct and callous disregard for the safety of Plaintiffs was so  
14 mean, vile, base, and contemptible that it would be looked down on and despised by reasonable  
15 people. On information and belief, Plaintiffs allege that Amazon's and the Manufacturer  
16 Defendants' wrongful conduct was known, adopted, and approved by Amazon's or the  
17 Manufacturer Defendants' employees that exercised substantial independent authority and  
18 judgment such that the employees' decisions ultimately determine corporate policy.

19 117. This was not done by accident or through some justifiable negligence. Rather,  
20 Amazon and the Manufacturer Defendants knew they could profit by selling nitrous oxide to  
21 consumers for recreational consumption. By declining to include adequate warnings of the  
22 risks of injuries associated with nitrous oxide consumption, Amazon and the Manufacturer  
23 Defendants denied consumers such as Plaintiffs the right to make an informed decision about  
24 whether to consume nitrous oxide at all or whether the volume or manner of their consumption  
25 could subject them to risk of severe injury. Amazon's and the Manufacturer Defendants'  
26 conduct was done with conscious disregard of Plaintiffs' rights.

1 118. Even now, the Amazon and the Manufacturer Defendants continue to sell their  
2 nitrous oxide products without adequate warning about the risks of human inhalation of those  
3 products.

4 119. Amazon's and the Manufacturer Defendants' conduct, as described above, was  
5 committed with knowing, conscious, careless, reckless, willful, wanton, malicious, and  
6 deliberate disregard for the rights and safety of consumers, including Plaintiffs, thereby  
7 entitling Plaintiffs to punitive damages in an amount appropriate to punish Amazon and the  
8 Manufacturer Defendants and deter them from similar conduct in the future. Plaintiffs may  
9 also require additional medical and/or hospital care, attention, and services in the future.

10 120. Accordingly, Plaintiffs will seek punitive damages against Amazon and the  
11 Manufacturer Defendants for the harms caused to Plaintiffs.

12 **COUNT I**  
13 **STRICT PRODUCTS LIABILITY—FAILURE TO WARN**  
14 **(All Plaintiffs Against All Defendants)**

15 121. Plaintiffs incorporate the preceding paragraphs as if fully stated herein.

16 122. Amazon and the Manufacturing Defendants are strictly liable for injuries  
17 incurred by Plaintiffs through their use of the nitrous oxide canisters manufactured by the  
18 Manufacturing Defendants because the nitrous oxide canisters were not reasonably safe in  
19 construction or were not reasonable safe because they did not conform to the applicable express  
20 or implied warranties.

21 123. To the extent applicable law limits certain theories of liability to manufacturers  
22 and not to sellers, Amazon has the liability of a manufacturer—including strict liability for  
23 product was not reasonably safe in construction and/or not reasonably safe because it did not  
24 conform to the manufacturer's express or implied warranties—because, upon information and  
25 belief, certain Manufacturing Defendants are not solvent or are not subject to service under the  
26 laws of the applicable Plaintiff's domicile or the state of Washington; and because it is highly

1 probable that Plaintiffs would be unable to enforce a judgment against certain Manufacturing  
2 Defendants.

3 124. The relevant nitrous oxide canisters were not reasonably safe because no  
4 adequate warnings or instructions were provided with the product. At the time of manufacture,  
5 the likelihood that the product would cause Plaintiffs' harm or similar harms, and the  
6 seriousness of those harms, rendered inadequate the warnings or instructions of Amazon and  
7 the Manufacturing Defendants. Amazon and the Manufacturing Defendants could have  
8 provided the warnings or instructions that would have been adequate to minimize or eliminate  
9 the risk and vulnerability of product users, and Plaintiffs would have heeded such warnings  
10 and instructions.

11 125. A manufacturer or distributor has a duty to adequately warn of the potential  
12 risks or hazards associated with a product where there is unequal knowledge, actual or  
13 constructive of a dangerous condition, and the defendant, possessed of such knowledge, knows  
14 or should know that harm might or could occur if no warning is given.

15 126. At all relevant times, the nitrous oxide canisters purchased or consumed by  
16 Plaintiffs were under the exclusive control of their respective Manufacturer Defendants.

17 127. At all relevant times, Amazon had control over nitrous oxide canisters sold  
18 through their websites and other retail channels. Amazon had control over how nitrous oxide  
19 canister products appeared on their websites and what text, graphics, and other promotional  
20 materials appeared alongside them. Amazon also sold and distributed nitrous oxide canister  
21 products to consumers, including those products ingested by Plaintiffs.

22 128. Amazon and the Manufacturer Defendants had an ongoing duty to the  
23 consuming public in general, and Plaintiffs in particular, to provide adequate warnings or  
24 instructions about the risks and latent dangers associated with the consumption by inhalation  
25 of the nitrous oxide products they sold to consumers.

1           129. Amazon and the Manufacturer Defendants shirked their duty to warn the  
2 consuming public, including Plaintiffs, because it included inadequate warnings about the risks  
3 to human health associated with the consumption of nitrous oxide on the nitrous oxide canisters  
4 or related packaging.

5           130. Nor did Amazon or the Manufacturer Defendants include adequate warnings  
6 about the risks to human health associated with the consumption of nitrous oxide on the  
7 websites or other modes of electronic commerce through which the nitrous oxide canister  
8 products were sold.

9           131. Nor did Amazon or the Manufacturer Defendants take any steps to monitor the  
10 volume or frequency of Plaintiffs' nitrous oxide purchases or issue an adequate warning as to  
11 the harms associated with the inhalation of nitrous oxide for additional purchases of nitrous  
12 oxide canisters made after the volume and frequency of Plaintiffs' nitrous oxide purchases  
13 clearly indicated those products were being purchased for recreational inhalation rather than  
14 culinary use.

15           132. Any warnings that accompanied Amazon's or the Manufacturer Defendants'  
16 nitrous oxide canister products were so general as to fail to provide the level of information  
17 that an ordinary consumer would expect when using the product in a manner reasonably  
18 foreseeable to Amazon and the Manufacturer Defendants.

19           133. Amazon's and the Manufacturer Defendants' promotional activities—including  
20 packaging nitrous oxide canisters in bright eye-catching graphics and promoted their candy-  
21 like flavorings in a manner they knew would make their products seem safe, appealing, and fit  
22 for human consumption—further diluted or minimized any warnings given with their products  
23 by misrepresenting the safety and risks of their products to advance their own financial  
24 interests.

25           134. Plaintiffs were foreseeable users of Amazon's and the Manufacturer  
26 Defendants' products.

1           135. At all relevant times, Plaintiffs used Amazon's the Manufacturer Defendants'  
2 products in a manner that could be reasonably foreseen by Amazon and the Manufacturer  
3 Defendants.

4           136. Plaintiffs did not know and could not have reasonably been expected to know  
5 of the risks associated with recreational inhalation of nitrous oxide.

6           137. At the time Plaintiffs used Amazon's and the Manufacturer Defendants' nitrous  
7 oxide canister products, the products were unreasonably dangerous because of their inadequate  
8 warnings.

9           138. If Amazon or the Manufacturer Defendants had provided Plaintiffs proper or  
10 adequate warnings and/or instructions of the risks of using their nitrous oxide products,  
11 Plaintiffs would have read and heeded those warnings and/or instructions. As a result, Plaintiffs  
12 would have avoided, limited, or modified the means of nitrous oxide inhalation and would have  
13 avoided injury.

14           139. Amazon's and the Manufacturer Defendants' lack of adequate warnings and  
15 instructions accompanying their products was a substantial factor in causing Plaintiffs' injuries.

16           140. As a direct and proximate result of Amazon's and the Manufacturer Defendants'  
17 failure to provide adequate warnings of the risks of their products, Plaintiffs have been injured,  
18 suffered severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life,  
19 loss of care, loss of comfort, and economic damages, including but not limited to past and  
20 future medical expenses, lost wages, loss of future earning capacity, and other damages.

21           **WHEREFORE**, Plaintiffs respectfully request this Court enter judgment in Plaintiffs'  
22 favor for compensatory damages, together with interest, costs herein incurred, attorneys' fees  
23 and all such other and further relief as this Court deems just and proper.

**COUNT II**  
**NEGLIGENCE**  
**(All Plaintiffs Against All Defendants)**

1  
2  
3       141. Plaintiffs incorporate preceding paragraphs 1 through 120 as if fully stated  
4 herein.

5       142. Amazon and the Manufacturer Defendants manufactured, distributed, marketed,  
6 and/or sold nitrous oxide canisters, including those ingested by Plaintiffs.

7       143. To the extent certain applicable jurisdictions limit certain theories of negligence  
8 liability to manufacturers and not to sellers, Amazon has the liability of a manufacturer in such  
9 jurisdictions because, upon information and belief, certain Manufacturing Defendants are not  
10 solvent or are not subject to service under the laws of the applicable Plaintiff's domicile or the  
11 state of Washington; and because it is highly probable that Plaintiffs would be unable to enforce  
12 a judgment against certain Manufacturing Defendants.

13       144. At all relevant times, Amazon had control over nitrous oxide canisters sold  
14 through their websites and other retail channels. Amazon had control over how nitrous oxide  
15 canister products appeared on their websites and what text, graphics, and other promotional  
16 materials appeared alongside them. Amazon also sold and distributed nitrous oxide canister  
17 products to consumers, including those products ingested by Plaintiffs.

18       145. At all relevant times, Amazon and the Manufacturer Defendants had a duty to  
19 distribute and sell their nitrous oxide canister products with reasonable and due care for the  
20 safety and well-being of the consuming public in general, and Plaintiffs in particular, who were  
21 subject to and used the product.

22       146. Nitrous oxide can cause injury when inhaled. Amazon and the Manufacturer  
23 Defendants knew or should have known about these risks and warned consumers about same.

24       147. Amazon's and the Manufacturer Defendants' nitrous oxide canister products  
25 and associated packaging fail to provide adequate warnings of the various risks associated with  
26 human consumption of nitrous oxide. Amazon and the Manufacturer Defendants did not

1 include adequate warnings about the risks to human health associated with the consumption of  
2 nitrous oxide on the websites or other modes of electronic commerce through which the nitrous  
3 oxide canister products were sold. The warnings that accompanied Amazon's and the  
4 Manufacturer Defendants' nitrous oxide container products thus failed to provide the level of  
5 information that an ordinary consumer would expect when using the product in a manner  
6 reasonably foreseeable to Amazon and the Manufacturer Defendants.

7 148. The nitrous oxide canisters sold by Amazon and the Manufacturing Defendants  
8 were also not reasonably safe because no adequate warnings or instructions were provided with  
9 the product. At the time of manufacture, the likelihood that the product would cause Plaintiffs'  
10 harm or similar harms, and the seriousness of those harms, rendered the warnings or  
11 instructions of the manufacturer inadequate.

12 149. The nitrous oxide canisters sold by Amazon and the Manufacturing Defendants  
13 were also not reasonably safe because adequate warnings or instructions were not provided  
14 after the product was manufactured. Based on the FDA Advisory and other factors, Amazon  
15 and the Manufacturing Defendants learned, or a reasonably prudent manufacturer or seller  
16 should have learned, about the danger connected with the nitrous oxide canisters after they was  
17 manufactured; without adequate warnings or instructions, the product was unsafe to an extent  
18 beyond that which would be contemplated by an ordinary user; and Amazon and the  
19 Manufacturing Defendants failed to issue warnings or instructions concerning the danger in the  
20 manner that a reasonably prudent manufacturer would act in the same or similar circumstances.

21 150. Amazon and the Manufacturer Defendants therefore breached their duty to  
22 consumers, including Plaintiffs, to communicate the risks associated with inhalation of nitrous  
23 oxide.

24 151. Plaintiffs were foreseeable users of Amazon's and the Manufacturer  
25 Defendants' nitrous oxide canister products.

1           152. Amazon’s and the Manufacturer Defendants’ nitrous oxide products, when  
2 ingested by Plaintiffs were in the same condition as when they were distributed, marketed,  
3 and/or sold by Amazon and the Manufacturer Defendants.

4           153. Plaintiffs did not know and could not have reasonably been expected to know  
5 of the risks associated with inhalation of nitrous oxide.

6           154. Plaintiffs inhaled Amazon’s and the Manufacturer Defendants’ nitrous oxide  
7 canister products, which caused to develop the symptoms and diseases described above.

8           155. Plaintiffs’ injuries were reasonably foreseeable to Amazon and the  
9 Manufacturer Defendants because they knew or should have known that inhalation of nitrous  
10 oxide could cause health injuries including the symptoms and diseases described above and  
11 that the minimal warnings disseminated with their products failed to communicate warnings  
12 and instructions that were appropriate and adequate to render these products safe for their  
13 reasonably foreseeable uses.

14           156. Had Amazon and the Manufacturer Defendants used reasonable care in  
15 communicating adequate warnings and/or instructions of the risks of using their products,  
16 Plaintiffs would have read and heeded those warnings and/or instructions. As a result, Plaintiffs  
17 would have avoided, limited, or modified the means of nitrous oxide inhalation and would have  
18 avoided injury.

19           157. Amazon’s and the Manufacturer Defendants’ lack of adequate warnings and  
20 instructions accompanying their products was a substantial factor in causing Plaintiffs’ injuries.

21           158. As a direct and proximate result of Amazon’s and the Manufacturer Defendants’  
22 failure to provide adequate warnings of the risks of their products, Plaintiffs have been injured,  
23 suffered severe and permanent pain, suffering, disability, impairment, loss of enjoyment of life,  
24 loss of care, loss of comfort, and economic damages, including but not limited to past and  
25 future medical expenses, lost wages, loss of future earning capacity, and other damages.  
26



1 Manufacturer Defendants impliedly warranted these products to be of merchantable quality  
2 and fit for such use.

3 165. Plaintiffs were foreseeable users of Amazon's and the Manufacturer  
4 Defendants' nitrous oxide canister products.

5 166. Amazon and the Manufacturer Defendants knew or had reason to know that  
6 Plaintiffs would rely on Amazon's and the Manufacturer Defendants' judgments and  
7 representations regarding the safety of their nitrous oxide canister products for human  
8 inhalation.

9 167. Amazon's and the Manufacturer Defendants' nitrous oxide canister products  
10 were expected to reach and did reach consumers, including Plaintiffs, without substantial  
11 change in the condition in which the products were sold by Amazon and the Manufacturer  
12 Defendants.

13 168. Amazon and the Manufacturer Defendants breached various implied warranties  
14 with respect to their nitrous oxide canister products in that these products were not fit for their  
15 expected use, and specifically, that Amazon and the Manufacturer Defendants represented that  
16 these products were safe for human inhalation and would not cause diseases and symptoms,  
17 including those afflicting Plaintiff as described above, when so consumed.

18 169. In reliance upon Amazon's and the Manufacturer Defendants' implied  
19 warranties, Plaintiffs ingested Amazon's and the Manufacturer Defendants' nitrous oxide  
20 canister products, in the manner foreseen by Amazon and the Manufacturer Defendants.

21 170. Amazon's and the Manufacturer Defendants' breach of their implied warranties  
22 regarding their nitrous oxide canister products was a substantial factor in causing Plaintiffs'  
23 injuries.

24 171. As a direct and proximate result of Amazon's and the Manufacturer Defendants'  
25 breach of implied warranties regarding their nitrous oxide canister products, Plaintiffs have  
26 been injured, suffered severe and permanent pain, suffering, disability, impairment, loss of

1 enjoyment of life, loss of care, loss of comfort, and economic damages, including but not  
2 limited to past and future medical expenses, lost wages, loss of future earning capacity, and  
3 other damages.

4 **WHEREFORE**, Plaintiffs respectfully requests this Court to enter judgment in  
5 Plaintiffs' favor for compensatory damages, together with interest, costs herein incurred,  
6 attorneys' fees and all such other and further relief as this Court deems just and proper.

7 **COUNT IV**  
8 **STRICT LIABILITY FOR DESIGN DEFECT**  
9 **(All Plaintiffs Against All Defendants)**

10 172. Plaintiffs incorporate preceding paragraphs 1 through 120 as if fully stated  
11 herein.

12 173. Amazon and the Manufacturer Defendants owed a duty to the consuming public  
13 in general, and Plaintiffs in particular, to sell and distribute their products in a manner that was  
14 not unreasonably dangerous.

15 174. Amazon and the Manufacturer Defendants are liable for injuries caused by the  
16 nitrous oxide canisters being not reasonably safe as designed for their expected use. The  
17 likelihood that the nitrous oxide canisters would cause Plaintiffs' harm or similar harms, and  
18 the seriousness of those harms, outweighed the burden Amazon and the Manufacturer  
19 Defendants to design a product or provide instructions on product use that would have  
20 prevented those harms and the adverse effect that an alternative design or instruction that was  
21 practical and feasible would have on the usefulness of the product.

22 175. To the extent applicable law limits this theory of liability to manufacturers and  
23 not to sellers, Amazon has the liability of a manufacturer because, upon information and belief,  
24 certain Manufacturing Defendants are not solvent or are not subject to service under the laws  
25 of the applicable Plaintiff's domicile or the state of Washington; and because it is highly  
26 probable that Plaintiffs would be unable to enforce a judgment against certain Manufacturing  
27 Defendants.

1           176. Amazon and the Manufacturer Defendants also owed a duty to the consuming  
2 public in general, and Plaintiffs in particular, to sell and distribute their products in a manner  
3 that was merchantable and reasonably suited for their intended use.

4           177. Amazon and the Manufacturer Defendants knew that their nitrous oxide canister  
5 product would be used by consumers to recreationally inhale nitrous oxide and knew (or  
6 reasonably should have known) that this use significantly increased the risk of serious injuries  
7 including diseases and symptoms, including those afflicting Plaintiffs as described above, and  
8 that such use was therefore unreasonably dangerous, not reasonably suited for the use intended,  
9 not merchantable, and had risks that exceeded a reasonable buyer's expectations. Nonetheless,  
10 they continued to sell and market their defective products as appropriate for consumer use.

11           178. Plaintiffs inhaled Amazons' and the Manufacturer Defendants unreasonably  
12 dangerous nitrous oxide canister products. The risks of that use outweighed the benefits. An  
13 ordinary consumer would not expect those products to carry a significant risk of serious injury  
14 and death.

15           179. Amazon and the Manufacturer Defendants did not take steps that would have  
16 rendered their products less dangerous for use they were intended such as mixing nitrous oxide  
17 with an appropriate concentration of oxygen or instructing that the product should only be  
18 inhaled once mixed with an appropriate concentration of oxygen, even though doing so was  
19 economically and technologically feasible.

20           180. Amazon's and the Manufacturer Defendants' products were inhaled by  
21 consumers including Plaintiffs, which directly and proximately caused their injuries.

22           **WHEREFORE**, Plaintiffs respectfully requests this Court to enter judgment in  
23 Plaintiffs' favor for compensatory damages, together with interest, costs herein incurred,  
24 attorneys' fees and all such other and further relief as this Court deems just and proper.

**COUNT V**  
**LIABILITY FOR UNFAIR OR DECEPTIVE ACTS OR PRACTICES IN THE**  
**CONDUCT OF ANY TRADE OR COMMERCE**  
**(All Plaintiffs Against All Defendants)**

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2  
3 181. Plaintiffs incorporate preceding paragraphs 1 through 120 as if fully stated  
4 herein.

5 182. Amazon and the Manufacturer Defendants manufactured, promoted, marketed,  
6 sold, and distributed to consumers nitrous oxide canisters that it knew or reasonably should  
7 have known would be inhaled for recreational purposes. In doing so, they declined to make  
8 available to consumers information about the risks associated with inhaling nitrous oxide or  
9 information about how to consume or limit consumption of nitrous oxide in a manner that  
10 would limit those risks.

11 183. This conduct was unfair and deceptive in that it misled consumers as to the risks  
12 of inhaling the nitrous oxide canisters sold by Amazon and the Manufacturer Defendants in  
13 trade or commerce to consumers including the Plaintiffs.

14 184. Amazon's and the Manufacturer Defendants' conduct negatively impacted the  
15 public interest in that it contributed to a surge of nitrous oxide related injuries and other  
16 negative social outcomes including addiction, loss of employment, and decreased quality of  
17 life for consumers including Plaintiffs.

18 185. Amazon's and the Manufacturer Defendants' conduct injured Plaintiffs'  
19 business or property interests including them by depriving them of funds used to purchase  
20 nitrous oxide canisters, causing loss of employment, and impairing future job earning potential.

21 186. Amazon's and the Manufacturer Defendants' conduct caused these outcomes.  
22 Had Amazon and the Manufacturer Defendants provided consumers including Plaintiffs  
23 adequate warnings and/or instructions of the risks of using their products, Plaintiffs would have  
24 read and heeded those warnings and/or instructions. As a result, Plaintiffs would have avoided,  
25 limited, or modified the means of nitrous oxide inhalation and, as a result, avoided injury.  
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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs requests the Court to enter judgment in Plaintiffs’ favor and against Amazon for:

- a. actual or compensatory damages in such amount to be determined at trial and as provided by applicable law;
- b. pre-judgment and post-judgment interest;
- c. reasonable attorneys’ fees as provided by law;
- d. costs and expenses of these actions;
- e. statutory damages, treble damages and other relief permitted by the applicable laws; and
- f. any other relief the Court may deem just and proper.

1 Dated: January 28, 2026

Respectfully submitted,

2 STRITMATTER LAW

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8  
9 LAW OFFICES OF JENNIFER DUFFY,  
10 APC

11 By: /s/ Jennifer Duffy  
12 Jennifer Duffy (*pro hac vice forthcoming*)  
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14 KELLER POSTMAN LLC

15 By: /s/ Warren Postman  
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21 *Attorneys for Plaintiff*

# **EXHIBIT A**

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Alexander	Lira	Texas	Galaxy Gas, Ultra-Purewhip, Whip-It!
Andrew	Hanson	Minnesota	Reddi-Wip, Whip-It!
Angelo	Pitts	Michigan	Hi-Whip, Whip-It!
Aranxa	Chavez	Nevada	Galaxy Gas, Whip-It!
Archie	Hammond	Texas	Galaxy Gas
Baby	Mahusay	California	Fizzywhip, Hi-Whip, Whip-It!
Benny	Newman	California	Fizzywhip, Whip-It!
Branden	Furnari	Indiana	Cosmic Gas, Galaxy Gas, Whip-It!
Brandon	Caldwell	Arkansas	Hi-Whip, Whip-It!
Brian	Amabisca	California	Airgas, Whip-It!
Brian	Farmer	California	Cosmic Gas, GreatWhip, Marz Whip
Brian	Mcgavran	Oregon	Cosmic Gas, Fizzywhip, Miami Magic, Sokka Gas, Whip-It!
Brittany	Perez	Arizona	Cosmic Gas, Euro Gas, Fizzywhip, Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Catherine	Weingard	Florida	Galaxy Gas, Whip-It!
Charles	Chen	California	Galaxy Gas
Charles	Mckay	Montana	Ultra-Purewhip, ICO
Charles	Miller	California	Mosa
Chasiti	Mills	Georgia	Airgas, Cosmic Gas, Whip-It!
Chelsea	Draper	New York	GreatWhip, Hi-Whip, Whip-It!
Christian	Martin	Maryland	Cosmic Gas, Galaxy Gas, Whip-It!
Christopher	Brophy	California	Airgas, Collapsar Gas, Cosmic Gas, Euro Gas, Fizzywhip, Galaxy Gas, GreatWhip, Hi-Whip, Marz Whip, Miami Magic, Smartwhip, Sokka Gas, Whip-It!
Christopher	HernandezRay	Nevada	Galaxy Gas, Whip-It!
Claudia	FloresGervacio	California	Cosmic Gas, Euro Gas, Fizzywhip, Galaxy Gas, GreatWhip, Hi-Whip, Miami Magic, Whip-It!
Colin	Rice	California	Airgas, Cosmic Gas, Euro Gas, Galaxy Gas, GreatWhip, Hi-Whip, Smartwhip, Whip-It!
Courtney	Yargo	New York	Cosmic Gas, Galaxy Gas, Smartwhip, Whip-It!

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Daemon	Wallner	Michigan	Cosmic Gas, Galaxy Gas, GreatWhip, Miami Magic, Smartwhip, Whip-It!
Dakota	McQueen	West Virginia	Galaxy Gas, Whip-It!
Daniel	Vizzo	California	Fizzywhip, Galaxy Gas, GreatWhip, Whip-It!
Daniel	Whitley	Oregon	Galaxy Gas, Hi-Whip, Smartwhip
David	Eason	California	GreatWhip, Smartwhip, Whip-It!
David	Smith	California	Whip-It!
David	Wilcoxson	California	Galaxy Gas, Whip-It!
Debra	Wiley	West Virginia	GreatWhip
Haley	Howerin	Virginia	Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Heather	Carter	Florida	Galaxy Gas, Smartwhip, Whip-It!
Heather	Lockwood	California	Whip-It!
Isaiah	Duran	California	Galaxy Gas, Goo Gas, Hi-Whip, Smartwhip, Whip-It!
Jaime	Perez	California	Airgas, Euro Gas, Fizzywhip, GreatWhip, Hi-Whip, Whip-It!
James	Barnett	California	Galaxy Gas, Marz Whip, Whip-It!
James	Isham-Williams	California	Cosmic Gas, Fizzywhip, Galaxy Gas, GreatWhip, Hi-Whip, Marz Whip, Smartwhip, Whip-It!
Jamie	Gupta	Michigan	Unspecified
Jannelle	Johnson	Michigan	Galaxy Gas, GreatWhip, Miami Magic
Jayson	Rhyner	California	Airgas, Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Jeff	Springer	Ohio	Airgas, Cosmic Gas, Euro Gas, Galaxy Gas, Miami Magic, Smartwhip, Whip-It!
John	Thomas	California	Cosmic Gas, Hi-Whip, Smartwhip, Whip-It!
Jonathon	Clark	California	FullhotWhip
Joshua	Chapa	California	Airgas, Galaxy Gas, GreatWhip, Marz Whip, Sokka Gas
Justin	Robinson	New York	Ultra-Purewhip, Special Blue, Whip-It!
Lila	Hill	Georgia	Whip-It!
Lisa	Bullock	Maryland	Ultra-Purewhip

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Lloyd	Burden	Michigan	Galaxy Gas, Whip-It!
Marcus	Muller	Washington	Whip-It!
Mason	Long	Louisiana	Cosmic Gas, Euro Gas, Galaxy Gas, GreatWhip, Whip-It!
Matthew	Britt	Oregon	Cosmic Gas, Euro Gas, Fizzywhip, Hi-Whip, Miami Magic, Smartwhip, Sokka Gas, Whip-It!
Matthew	Hernandez	Nevada	Airgas
Matthew	Mills	Tennessee	Airgas, Fizzywhip, Galaxy Gas, Hi-Whip, Sokka Gas, Whip-It!
Matthew	Moitoza	Massachusetts	Galaxy Gas, GreatWhip, Miami Magic, Whip-It!
Melissa	Mortimer	Colorado	Miami Magic, Whip-It!
Micah	Gunderson	Georgia	Cosmic Gas, Galaxy Gas, GreatWhip, Hi-Whip
Michael	McIntosh	Illinois	Airgas, Euro Gas, Galaxy Gas, Smartwhip, Whip-It!
Milton	Tucker	Georgia	Airgas, Galaxy Gas
Myles	Benjamin	Minnesota	Whip-It!
Naomi	Alaniz	California	Cosmic Gas, Galaxy Gas, Hi-Whip, Whip-It!
Nick	Holt	Utah	Euro Gas, GreatWhip, Hi-Whip, Whip-It!
Oleta	Milichichi	California	Galaxy Gas, Whip-It!
Omar	Chapman	Nevada	Unspecified
Patricia	Kiklica	Florida	Whip-It!
Raymond	Lowe	Florida	Unspecified
Richard	Wagner	New York	Airgas, Cosmic Gas, Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Ron	Castaneda	California	Euro Gas, Galaxy Gas, Whip-It!
Ryan	Centorbi	Ohio	Euro Gas, Galaxy Gas, GreatWhip
Savannah	Karr	New Mexico	Galaxy Gas, Whip-It!
Sebastian	Mojarro	South Carolina	Cosmic Gas, Galaxy Gas, GreatWhip, Whip-It!, XXX Platinum
Sergio	Hurtado	California	Isi, Special Blue, Whip-It!
Seth	Weiss	Oregon	Cosmic Gas, Euro Gas, Galaxy Gas, GreatWhip, Smartwhip, Whip-It!

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Shyanne	Tan	New York	Galaxy Gas, GreatWhip, Whip-It!
Stephanie	Williams	Ohio	Fizzywhip, Hi-Whip, Smartwhip, Whip-It!
Stephen	Wolcott	Georgia	Galaxy Gas
Steven	Conner	California	GreatWhip, Hi-Whip, Whip-It!
Steven	Ruvolo	New York	Galaxy Gas, Whip-It!
Suzie	Adams	Florida	GreatWhip, Ultra-Purewhip, Whip-It!
Sydney	White	Ohio	Galaxy Gas, Hi-Whip, Smartwhip, Whip-It!
Timmy	Lofky	Illinois	GreatWhip, Whip-It!
Trevr	Wolfe	Washington	Airgas, Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Troy	Hall	Iowa	Galaxy Gas, GreatWhip
Tyanne	Williams	Ohio	Airgas, Euro Gas, Hi-Whip, Smartwhip
Wendy	Butkowski	Virginia	Fizzywhip, Whip-It!
William	Wasyluk	Oregon	Galaxy Gas, Hi-Whip, Miami Magic, Whip-It!
Zachary	Nelson	Arizona	FOMAGAS, Ultra-Purewhip, Whip-It!
Zhi Min	Kong	California	Hi-Whip, Whip-It!