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6 CASE #: 26-2-05235-2 SEA

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

9 AIDEN FINNEGAN, *et al.*,¹

10 Plaintiffs,

11 v.

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, SELECT
17 DISTRIBUTORS, LLC d/b/a GOO STICKS,
18 SWEET AND SOUR HOLDINGS, LLC d/b/a
19 COSMIC GAS, RAMDON CORP. d/b/a
20 EXOTICWHIP and FASTGAS, IK
21 DISTRIBUTIONS, LLC d/b/a EURO GAS,
22 MONSTER GAS, INC. d/b/a MONSTER
23 GAS, CLAUDEL VENTURES PRIVATE
24 LIMITED d/b/a SMARTWHIP, HUNAN
25 HUITENG GAS COMPANY LIMITED d/b/a
26 MASSGASS and 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 d/b/a NITROX, and DOE ENTITY
3 d/b/a BLUE FLAG,

Defendants.

Case No.

COMPLAINT

¹ 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 Plaintiffs bring this action for personal injuries against certain sellers of nitrous oxide-
2 filled canisters and allege as follows:

3 **INTRODUCTION**

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

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

21 3. Amazon intended their products to be inhaled by consumers for recreational
22 purposes and marketed them accordingly. Amazon provided limited and inadequate
23 information about the dangers associated with nitrous oxide inhalation. Amazon provided no
24 information about the addictive potential of nitrous oxide inhalation.

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

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

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

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

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

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

22 14. SELECT DISTRIBUTORS, LLC d/b/a Goo Sticks (“Goo Sticks”) is a
23 Michigan limited liability company with its principal place of business in Clinton Township,
24 Michigan. At all relevant times, Goo Sticks was engaged in the business of manufacturing,
25 marketing, promoting, selling, and/or distributing nitrous-oxide filled canisters.
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1 15. SWEET AND SOUR HOLDINGS, LLC d/b/a Cosmic Gas (“Cosmic Gas”) is
2 a Nevada limited liability company with its principal place of business in Las Vegas, Nevada.
3 At all relevant times, Cosmic Gas was engaged in the business of manufacturing, marketing,
4 promoting, selling, and/or distributing nitrous-oxide filled canisters.

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

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

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

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

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

26

1 33. Amazon describes itself as a “store” in public facing documents directed at its
2 customers and partner sellers.

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

9 35. For all products sold out of its own inventory and some products sold in
10 conjunction with partner sellers, Amazon maintains physical custody of products in
11 warehouses controlled by Amazon and controls the shipping and delivery process of products.

12 36. For some products sold in conjunction with partner sellers, the product seller
13 maintains physical custody of products and arranges the shipping and delivery process of
14 products in coordination with Amazon.

15 37. Amazon retains sole discretion to cease offering products by any partner seller,
16 to select what products can and cannot be sold through the Amazon platforms, and to ban
17 classes of products from sale on the Amazon platforms.

18 38. Amazon acts as a product seller and distributor of all products available for
19 purchase on the Amazon platforms.

20 39. Amazon holds itself out as embracing its responsibility for ensuring consumer
21 safety for all the products it sells and distributes. Amazon makes and publicizes statements to
22 this effect.

23 40. Amazon claims that Amazon’s goals with respect to the products Amazon sells
24 include ensuring that they are “inherently safe when they were manufactured, that they remain
25 safe when they are delivered, and that the customer knows how to use the products
26 appropriately to ensure their continued safety.”

1 41. Amazon claims that Amazon’s goals include “[p]reventing unsafe products
2 from getting into the hands of customers.”

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

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

14 44. Amazon failed to live up to its own consumer safety policies when it came to
15 the sale and distribution of nitrous oxide canisters.

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

17 45. Nitrous oxide is an odorless, colorless gas. In the late 18th century, it was
18 discovered that inhaling nitrous oxide produces psychoactive effects in humans. Its
19 recreational use potential was recognized almost immediately upon that discovery. Since then,
20 people have inhaled nitrous oxide recreationally to induce euphoric and dissociative feelings.

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

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

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

19 49. Chronic nitrous oxide inhalation disrupts vitamin B12 metabolism, causing B12
20 deficiency. Vitamin B12 deficiency in turn interrupts the body's ability to engage in the
21 methylation of myelin proteins, leading to the demyelination of nerve cells. Myelin is a
22 protective cover that surrounds nerve cells in the body's central and peripheral nervous system.
23 Demyelination refers to the destruction or degradation of myelin, which leaves nerve cells
24 exposed and vulnerable. Demyelination causes many negative and serious health outcomes
25 including vision impairment or loss; muscle weakness and fatigue; impaired coordination;
26 diminished or painfully intensified sensitivity to touch; cognitive impairment; and depression.

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

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

6 52. The FDA has summarized the risks associated with recreational nitrous oxide
7 use:

8 Inhaling nitrous oxide can result in a range of symptoms and
9 serious health problems, from abnormal blood counts,
10 asphyxiation, blood clots, frostbite, headache, impaired bowel and
11 bladder function, lightheadedness, limb weakness, loss of
12 consciousness, numbness, palpitations, paralysis, psychiatric
13 disturbances (delusions, hallucinations, paranoia, depression),
14 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.

15 U.S. Food & Drug Administration, FDA Advises Consumers Not to Inhale Nitrous Oxide
16 Products (the “FDA Advisory”), [https://www.fda.gov/food/alerts-advisories-safety-
17 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).

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

22 54. The psychoactive effect of nitrous oxide is short-lived but intense, which can
23 precipitate frequent and heavy use or, in some cases, addiction. Medical literature reports cases
24 of persons inhaling the daily equivalent of dozens or hundreds of nitrous chargers for months
25 on end.

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

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



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

25 **C. AMAZON AND THE MANUFACTURER DEFENDANTS BEGIN**
26 **SELLING A NEW AND DANGEROUS PRODUCT.**

1 58. Things changed in the late 2010s when the Manufacturer Defendants began
2 manufacturing and Amazon began marketing and distributing much larger nitrous oxide
3 canisters.

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



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24 60. According to Amazon, these watermelon-flavored nitrous oxide containers
25 contain 2000 grams of nitrous each. Amazon offers them for sale as a six-pack for \$305.88.
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1 61. In contrast, Amazon also offers for sale the above-depicted 10-pack of
2 traditional nitrous charger capsules for \$16.95. Purchasing the charger capsules equates to a
3 \$0.13 per gram of nitrous oxide. Purchasing the 2000 gram canister six-pack equates to \$0.03
4 per gram of nitrous oxide. The larger canister format makes nitrous oxide available to
5 consumers at less than one fifth the price per unit.

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

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

13 64. Smoke shops and gas stations, on the other hand, do regularly stock large
14 canisters of flavored nitrous oxide.

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

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

24 67. An Amazon review for a 2.2 liter tank of nitrous oxide sold under the Galaxy
25 Gas brand stated "Stuff gives me a rush of dopamine and euphoric relief as it kills my brain
26 cells and massages the back of brain."

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

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

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

15 71. These and similar reviews made it crystal clear to Amazon that consumers were
16 inhaling their products to feel psychoactive effects.

17 72. Amazon also sells “dispenser nozzles” for attachment to the nitrous oxide
18 canisters and promotes them as intended for use together by featuring nozzles as “Products
19 related to this item” on product pages for nitrous oxide canisters.

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The screenshot shows an Amazon product page for 'HOTWHIP' whipped cream dispensers. The main product is a 6-pack of blue and red 700g dispensers for \$105.99. Below the main product is a 'Products related to this item' section featuring various accessories like nozzles, chargers, and canisters. A 'Baudville Engraved Trophy' is also visible in a sponsored section.

73. 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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Industrial & Scientific > Hydraulics, Pneumatics & Plumbing > Hose Nozzles > Dispensing Nozzles

★★★★★ (44)

\$159.00 prime [Shop now](#)

Blueberry Flavor Nozzle Silent Plastic Dispenser Premium Silent Nozzles & Neutral Twist Tops for Any Brand Cream Chargers Tanks(3 Packs)

Brand: MealMUSE
3.5 ★★★★★ (10) | [Search this page](#)

\$12.99

Price history

prime Two-Day
FREE Returns

Color: **Blueberry**

\$12.99 FREE Delivery Sunday	\$9.99 FREE Delivery Sunday	\$9.99 FREE Delivery Sunday	\$7.99 \$9.99 FREE Delivery Overnight 4 AM - 8 AM	\$9.99 FREE Delivery Sunday	\$9.99 FREE Delivery Sunday

- Long-Lasting & Cost-Effective – Each flavor nozzle delivers approximately 2 full cylinders (based on testing), saving you money over time.
- Ultra-Quiet Operation – Patented multi-buffer gas release technology reduces noise by 70% (tested) for a peaceful experience.
- Universal Fit & Easy to Use – Works seamlessly with most standard gas cylinders—just twist to enjoy rich, smooth flavor instantly.
- 6 Delicious Flavors – Choose from refreshing, expertly crafted options to suit your taste (perfect for variety packs!).
- Hygienic & Convenient Pack – Includes 3 individually sealed nozzles (no mess!).

[Report an issue with this product or seller](#)

Plastic Silent Whipped Cream Dispenser Nozzle for Cream Whipped Charger (6)

\$12.99
prime Two-Day
FREE delivery Sunday,
December 7. Order within 14
hrs
[Shorter shipping distance](#) ▾
Deliver to Michael - Mc Lean
22101

In Stock

Quantity: 1 ▾

[Add to Cart](#)

[Buy Now](#)

Ships from Amazon
Sold by MealMUSE
Returns FREE
refund/replacement
until Jan 31, 2026

Customer service
[See more](#)

[Add to List](#)

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



1 75. 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 76. 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 77. 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 78. 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 79. 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 80. 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 81. 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 82. Amazon and the Manufacturer Defendants expected that consumers would use
7 their nitrous oxide canister products to recreationally inhale nitrous oxide.

8 83. 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 84. 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 85. 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 86. 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 87. 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 88. 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 89. 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 90. 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 91. 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 92. Amazon and the Manufacturer Defendants failed to advise consumers as to the
25 addictive potential of recreational nitrous oxide inhalation.

1 93. 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 94. 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 95. 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.

The screenshot shows the Amazon website's 'Recalls and Product Safety Alerts' page. At the top, the Amazon Prime logo is visible on the left, and the user's account information 'Hello Rufus' is on the right. Below the navigation bar, the page title is 'Recalls and Product Safety Alerts'. A paragraph of text explains that the Product Safety Team proactively investigates safety complaints. A yellow callout box contains the text: 'To see if any of your past orders have been recalled, visit Your Recalls and Product Safety Alerts'. Below this is a search section titled 'Search for recalls and alerts' with a note that the list includes public alerts starting from 2024. A search bar contains the word 'nitrous' and a 'Search' button. The results section displays 'No results for your search term.' At the bottom, there is a list of links for further information on alerts, including US Government Recalls, CPSC, NHTSA, FDA, and USDA.

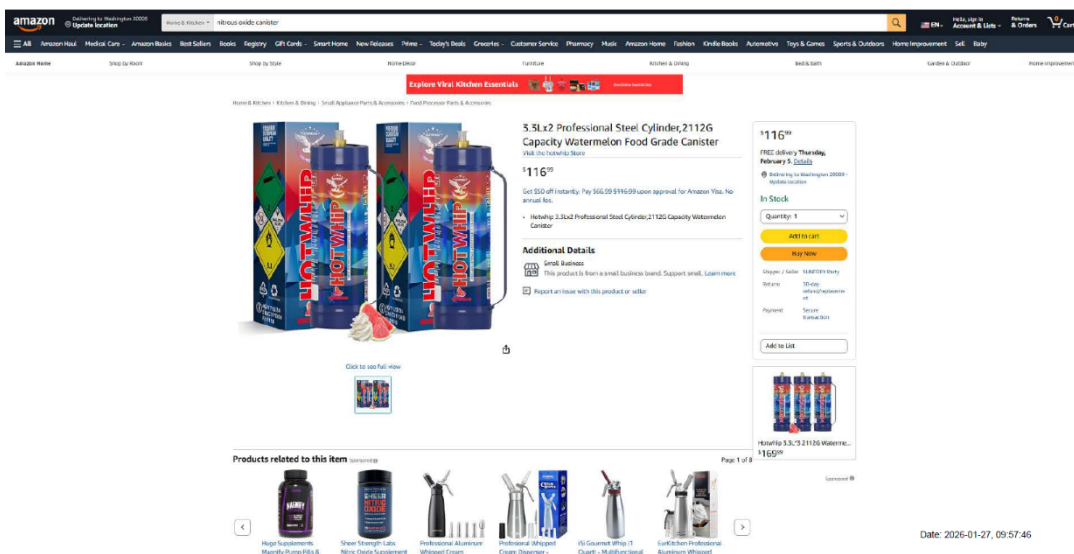
1 96. After that advisory, Amazon and the Manufacturer Defendants continued to
2 promote and distribute these products, including products directly named in the FDA Advisory.

3 97. 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 98. 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 99. 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).

16 100. 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.**

3 101. 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.

6 102. 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.

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

13 104. 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.

17 105. 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.

1 106. At all relevant times, Amazon and the Manufacturer Defendants knew or should
2 have known that there was a substantial likelihood that consumers who purchased their
3 products, like Plaintiffs, would use those products recreationally by inhaling nitrous oxide and
4 that doing so would put them at significant risk of suffering injuries such as those detailed
5 above.

6 107. Despite this, Amazon and the Manufacturer Defendants failed to include in
7 packaging or promotional materials adequate warnings regarding the risks of inhaling nitrous
8 oxide or to otherwise communicate these risks, including to Plaintiffs.

9 108. Despite this, Amazon failed to include on their electronic commerce website
10 and related platforms adequate warnings regarding the risks of inhaling nitrous oxide or to
11 otherwise communicate these risks, including to Plaintiffs.

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

18 110. Amazon and the Manufacturer Defendants thus failed to adequately warn
19 Plaintiffs about the risks of developing injuries from inhaling nitrous oxide.

20 111. Had Plaintiffs known the risks associated with nitrous oxide inhalation,
21 Plaintiffs would have avoided, limited, or modified the means of nitrous oxide inhalation.

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

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

1 121. Amazon and the Manufacturing Defendants are strictly liable for injuries
2 incurred by Plaintiffs through their use of the nitrous oxide canisters manufactured by the
3 Manufacturing Defendants because the nitrous oxide canisters were not reasonably safe in
4 construction or were not reasonable safe because they did not conform to the applicable express
5 or implied warranties.

6 122. To the extent applicable law limits certain theories of liability to manufacturers
7 and not to sellers, Amazon has the liability of a manufacturer—including strict liability for
8 product was not reasonably safe in construction and/or not reasonably safe because it did not
9 conform to the manufacturer’s express or implied warranties—because, upon information and
10 belief, certain Manufacturing Defendants are not solvent or are not subject to service under the
11 laws of the applicable Plaintiff’s domicile or the state of Washington; and because it is highly
12 probable that Plaintiffs would be unable to enforce a judgment against certain Manufacturing
13 Defendants.

14 123. The relevant nitrous oxide canisters were not reasonably safe because no
15 adequate warnings or instructions were provided with the product. At the time of manufacture,
16 the likelihood that the product would cause Plaintiffs’ harm or similar harms, and the
17 seriousness of those harms, rendered inadequate the warnings or instructions of Amazon and
18 the Manufacturing Defendants. Amazon and the Manufacturing Defendants could have
19 provided the warnings or instructions that would have been adequate to minimize or eliminate
20 the risk and vulnerability of product users, and Plaintiffs would have heeded such warnings
21 and instructions.

22 124. A manufacturer or distributor has a duty to adequately warn of the potential
23 risks or hazards associated with a product where there is unequal knowledge, actual or
24 constructive of a dangerous condition, and the defendant, possessed of such knowledge, knows
25 or should know that harm might or could occur if no warning is given.
26

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

3 126. At all relevant times, Amazon had control over nitrous oxide canisters sold
4 through their websites and other retail channels. Amazon had control over how nitrous oxide
5 canister products appeared on their websites and what text, graphics, and other promotional
6 materials appeared alongside them. Amazon also sold and distributed nitrous oxide canister
7 products to consumers, including those products ingested by Plaintiffs.

8 127. Amazon and the Manufacturer Defendants had an ongoing duty to the
9 consuming public in general, and Plaintiffs in particular, to provide adequate warnings or
10 instructions about the risks and latent dangers associated with the consumption by inhalation
11 of the nitrous oxide products they sold to consumers.

12 128. Amazon and the Manufacturer Defendants shirked their duty to warn the
13 consuming public, including Plaintiffs, because it included inadequate warnings about the risks
14 to human health associated with the consumption of nitrous oxide on the nitrous oxide canisters
15 or related packaging.

16 129. Nor did Amazon or the Manufacturer Defendants include adequate warnings
17 about the risks to human health associated with the consumption of nitrous oxide on the
18 websites or other modes of electronic commerce through which the nitrous oxide canister
19 products were sold.

20 130. Nor did Amazon or the Manufacturer Defendants take any steps to monitor the
21 volume or frequency of Plaintiffs' nitrous oxide purchases or issue an adequate warning as to
22 the harms associated with the inhalation of nitrous oxide for additional purchases of nitrous
23 oxide canisters made after the volume and frequency of Plaintiffs' nitrous oxide purchases
24 clearly indicated those products were being purchased for recreational inhalation rather than
25 culinary use.

1 131. Any warnings that accompanied Amazon’s or the Manufacturer Defendants’
2 nitrous oxide canister products were so general as to fail to provide the level of information
3 that an ordinary consumer would expect when using the product in a manner reasonably
4 foreseeable to Amazon and the Manufacturer Defendants.

5 132. Amazon’s and the Manufacturer Defendants’ promotional activities—including
6 packaging nitrous oxide canisters in bright eye-catching graphics and promoted their candy-
7 like flavorings in a manner they knew would make their products seem safe, appealing, and fit
8 for human consumption—further diluted or minimized any warnings given with their products
9 by misrepresenting the safety and risks of their products to advance their own financial
10 interests.

11 133. Plaintiffs were foreseeable users of Amazon’s and the Manufacturer
12 Defendants’ products.

13 134. At all relevant times, Plaintiffs used Amazon’s the Manufacturer Defendants’
14 products in a manner that could be reasonably foreseen by Amazon and the Manufacturer
15 Defendants.

16 135. Plaintiffs did not know and could not have reasonably been expected to know
17 of the risks associated with recreational inhalation of nitrous oxide.

18 136. At the time Plaintiffs used Amazon’s and the Manufacturer Defendants’ nitrous
19 oxide canister products, the products were unreasonably dangerous because of their inadequate
20 warnings.

21 137. If Amazon or the Manufacturer Defendants had provided Plaintiffs proper or
22 adequate warnings and/or instructions of the risks of using their nitrous oxide products,
23 Plaintiffs would have read and heeded those warnings and/or instructions. As a result, Plaintiffs
24 would have avoided, limited, or modified the means of nitrous oxide inhalation and would have
25 avoided injury.

1 143. At all relevant times, Amazon had control over nitrous oxide canisters sold
2 through their websites and other retail channels. Amazon had control over how nitrous oxide
3 canister products appeared on their websites and what text, graphics, and other promotional
4 materials appeared alongside them. Amazon also sold and distributed nitrous oxide canister
5 products to consumers, including those products ingested by Plaintiffs.

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

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

12 146. Amazon's and the Manufacturer Defendants' nitrous oxide canister products
13 and associated packaging fail to provide adequate warnings of the various risks associated with
14 human consumption of nitrous oxide. Amazon and the Manufacturer Defendants did not
15 include adequate warnings about the risks to human health associated with the consumption of
16 nitrous oxide on the websites or other modes of electronic commerce through which the nitrous
17 oxide canister products were sold. The warnings that accompanied Amazon's and the
18 Manufacturer Defendants' nitrous oxide container products thus failed to provide the level of
19 information that an ordinary consumer would expect when using the product in a manner
20 reasonably foreseeable to Amazon and the Manufacturer Defendants.

21 147. The nitrous oxide canisters sold by Amazon and the Manufacturing Defendants
22 were also not reasonably safe because no adequate warnings or instructions were provided with
23 the product. At the time of manufacture, the likelihood that the product would cause Plaintiffs'
24 harm or similar harms, and the seriousness of those harms, rendered the warnings or
25 instructions of the manufacturer inadequate.

26

1 148. The nitrous oxide canisters sold by Amazon and the Manufacturing Defendants
2 were also not reasonably safe because adequate warnings or instructions were not provided
3 after the product was manufactured. Based on the FDA Advisory and other factors, Amazon
4 and the Manufacturing Defendants learned, or a reasonably prudent manufacturer or seller
5 should have learned, about the danger connected with the nitrous oxide canisters after they was
6 manufactured; without adequate warnings or instructions, the product was unsafe to an extent
7 beyond that which would be contemplated by an ordinary user; and Amazon and the
8 Manufacturing Defendants failed to issue warnings or instructions concerning the danger in the
9 manner that a reasonably prudent manufacturer would act in the same or similar circumstances.

10 149. Amazon and the Manufacturer Defendants therefore breached their duty to
11 consumers, including Plaintiffs, to communicate the risks associated with inhalation of nitrous
12 oxide.

13 150. Plaintiffs were foreseeable users of Amazon's and the Manufacturer
14 Defendants' nitrous oxide canister products.

15 151. Amazon's and the Manufacturer Defendants' nitrous oxide products, when
16 ingested by Plaintiffs were in the same condition as when they were distributed, marketed,
17 and/or sold by Amazon and the Manufacturer Defendants.

18 152. Plaintiffs did not know and could not have reasonably been expected to know
19 of the risks associated with inhalation of nitrous oxide.

20 153. Plaintiffs inhaled Amazon's and the Manufacturer Defendants' nitrous oxide
21 canister products, which caused to develop the symptoms and diseases described above.
22
23
24
25
26

1 159. Amazon and the Manufacturing Defendants are liable for injuries incurred by
2 their breach of implied warranty in connection with Plaintiffs’ use of the nitrous oxide canisters
3 manufactured by the Manufacturing Defendants.

4 160. To the extent applicable law limits certain theories of liability to manufacturers
5 and not to sellers, Amazon has the liability of a manufacturer—including liability for breach
6 of implied warranty—because, upon information and belief, certain Manufacturing Defendants
7 are not solvent or are not subject to service under the laws of the applicable Plaintiff’s domicile
8 or the state of Washington; and because it is highly probable that Plaintiffs would be unable to
9 enforce a judgment against certain Manufacturing Defendants.

10 161. At all relevant times, Amazon and the Manufacturer Defendants manufactured,
11 distributed, marketed, sold and/or otherwise released into the stream of commerce the nitrous
12 oxide canister products.

13 162. At all relevant times, Amazon had control over nitrous oxide canisters sold
14 through its websites and other retail channels. Amazon had control over how nitrous oxide
15 canister products appeared on its 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.

18 163. At all relevant times, Amazon and the Manufacturer Defendants expected
19 consumers to purchase and inhale their nitrous oxide canister products, and Amazon and the
20 Manufacturer Defendants impliedly warranted these products to be of merchantable quality
21 and fit for such use.

22 164. Plaintiffs were foreseeable users of Amazon’s and the Manufacturer
23 Defendants’ nitrous oxide canister products.

1 165. Amazon and the Manufacturer Defendants knew or had reason to know that
2 Plaintiffs would rely on Amazon's and the Manufacturer Defendants' judgments and
3 representations regarding the safety of their nitrous oxide canister products for human
4 inhalation.

5 166. Amazon's and the Manufacturer Defendants' nitrous oxide canister products
6 were expected to reach and did reach consumers, including Plaintiffs, without substantial
7 change in the condition in which the products were sold by Amazon and the Manufacturer
8 Defendants.

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

14 168. In reliance upon Amazon's and the Manufacturer Defendants' implied
15 warranties, Plaintiffs ingested Amazon's and the Manufacturer Defendants' nitrous oxide
16 canister products, in the manner foreseen by Amazon and the Manufacturer Defendants.

17 169. Amazon's and the Manufacturer Defendants' breach of their implied warranties
18 regarding their nitrous oxide canister products was a substantial factor in causing Plaintiffs'
19 injuries.

20 170. As a direct and proximate result of Amazon's and the Manufacturer Defendants'
21 breach of implied warranties regarding their nitrous oxide canister products, Plaintiffs have
22 been injured, suffered severe and permanent pain, suffering, disability, impairment, loss of
23 enjoyment of life, loss of care, loss of comfort, and economic damages, including but not
24 limited to past and future medical expenses, lost wages, loss of future earning capacity, and
25 other damages.

1
2 Dated: February 9, 2026

3 Respectfully submitted,

4
5 STRITMATTER LAW

6 By: /s/ Karen Koehler
Karen Koehler, WSBA #15325
karenk@stritmatter.com
7 Andrew Ackley, WSBA #41752
andrew@stritmatter.com
8 3600 15th Ave. W, Ste. 300
Seattle, WA 98119
9 Telephone: (206) 895-7547
10 Facsimile: (206) 728-2131

11
12 LAW OFFICES OF JENNIFER DUFFY,
APC

13 By: /s/ Jennifer Duffy
14 Jennifer Duffy (*pro hac vice forthcoming*)
28649 S. Western Ave., Ste. 6571
15 Los Angeles, CA 90734
Telephone: (213) 212-2202

16
17 KELLER POSTMAN LLC

18 By: /s/ Warren Postman
Warren Postman (*pro hac vice forthcoming*)
wdp@kellerpostman.com
19 John J. Snidow (*pro hac vice forthcoming*)
jj.snidow@kellerpostman.com
20 Michael Kelly (*pro hac vice forthcoming*)
michael.kelly@kellerpostman.com
21 150 N. Riverside Plaza, Ste. 4100
Chicago, IL 60606
22 Telephone: (312) 741-5220
23 Facsimile: (312) 971-3502

24 *Attorneys for Plaintiff*

Exhibit A

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Aiden	Finnegan	Virginia	Galaxy Gas, GreatWhip, Hi-Whip, Smartwhip, Whip-It!
Andrena	Mcmillan	California	Unspecified
Anthony	Cesaire	California	Euro Gas, GreatWhip, Miami Magic, Smartwhip, Whip-It!
Ashley	Molnar	Florida	Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Bailey	Howerton	Texas	Cosmic Gas, Fizzywhip, Galaxy Gas, GreatWhip, Hi-Whip, Marz Whip, Miami Magic, Smartwhip, Sokka Gas, Whip-It!
Billie	Smith	Georgia	GreatWhip, Smartwhip, Whip-It!
Brenna	Long	Pennsylvania	Galaxy Gas, GreatWhip, Whip-It!
Carlos	Contreras	California	Euro Gas, GreatWhip
Chase	Penrith	California	Collapsar Gas, GreatWhip, Whip-It!
Clint	Berry	Illinois	Whip-It!
Dan	Fas	California	Airgas, Collapsar Gas, Euro Gas, GreatWhip, Smartwhip, Whip-It!
Daniel	Leonard	New Jersey	Collapsar Gas, Euro Gas, Exotic, Galaxy Gas, GreatWhip, Marz Whip, Smartwhip, Whip-It!
Dylan	Escott	South Dakota	Airgas, Collapsar Gas, Cosmic Gas, Euro Gas, Fizzywhip, Galaxy Gas, GreatWhip, Hi-Whip, Marz Whip, Miami Magic, Smartwhip, Sokka Gas, Whip-It!
Dyron	Francis	California	Galaxy Gas
Grant	Whaley	Tennessee	Galaxy Gas, GreatWhip, Marz Whip, Miami Magic, Smartwhip, Whip-It!
Jessica	Stout	Arizona	Galaxy Gas, Whip-It!
Jon	Vann	Texas	Whip-It!
Justin	Mcdougald	Michigan	Galaxy Gas, GreatWhip, Marz Whip, Smartwhip, Whip-It!
Kirk	Garrett	Pennsylvania	Galaxy Gas, GreatWhip, Marz Whip, Whip-It!
Maria	Olivares	Illinois	Whip-It!
Martin	Ripinkas	Illinois	Whip-It!
Matthew	Schmidt	Washington	Ultra-Purewhip
Melinda	Ferreira	California	Leland, GreatWhip, Ultra-Purewhip
Michael	Painter	California	Supreme Gas
Michael	Nguyen	California	Euro Gas, GreatWhip, Hi-Whip, Miami Magic, Whip-It!
Miles	Beals	Nevada	Airgas, Collapsar Gas, Fizzywhip, GreatWhip, Hi-Whip, Smartwhip, Whip-It!
Nathalie	Maciel	Georgia	Galaxy Gas, Miami Magic, Whip-It!

Plaintiff First Name	Plaintiff Last Name	Residence State	Products (non-exhaustive)
Rachel	Brown	Montana	Mosa
Rebecca	Cooper	California	GreatWhip, Whip-It!
Richard	Maffia	Texas	GreatWhip, Whip-It!
Richard	Ratajczyk	Colorado	Euro Gas, Fizzywhip, Galaxy Gas, Miami Magic, Whip-It!
Robert	Watson	Texas	GreatWhip
Saad	Sumra	New Jersey	Supreme Gas, Ultra-Purewhip
Stephen	Hiracheta	Iowa	Eurowhip, Galaxy Gas, Leland, Whip-It!
Steven	Diaz	Pennsylvania	Whip-It!
Taylor	Stearman	Kentucky	Galaxy Gas, GreatWhip, Smartwhip, Whip-It!
Timo	Kirchler	Oregon	Airgas, Cosmic Gas, Euro Gas, Galaxy Gas, GreatWhip, Miami Magic, Smartwhip, Whip-It!
Urriah	Mccloud	Indiana	Galaxy Gas
Will	Travis	Iowa	Cosmic Gas, Fizzywhip, Galaxy Gas
William	Czarneski	Connecticut	GreatWhip, Smartwhip, Whip-It!