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ALEXANDER KELLAM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER**

ALEXANDER KELLAM,

Plaintiff,

v.

GALAXY GAS LLC; SBK  
INTERNATIONAL LLC; SBK  
INTERNATIONAL INC.; AMSTERDAM  
SMOKE SHOP LLC; CLOUD MARKET  
AND SMOKE SHOP, INC.; DAMIR BARY,  
INC. d/b/a SMOKE & VAPE; DTLA SMOKE  
SHOP, INC.; KARIM TIJANI AMOR, an  
individual; SAMMY AMOR, an individual;  
and BEN AMOR, an individual; and DOES 1  
through 100, inclusive.

Defendants.

CASE NO. 30-2025-01472367-CU-PL-NJC

**COMPLAINT FOR DAMAGES**

- 1. Strict Product Liability - Design Defect**
- 2. Strict Product Liability - Failure to Warn**
- 3. Negligence**
- 4. Product Liability - Breach of Implied Warranty**
- 5. Product Liability - Breach of Express Warranty**

**DEMAND FOR JURY TRIAL**

Judge Craig Griffin  
Assigned for All Purposes

1 Plaintiff Alexander Kellam, by his attorneys, Schlesinger Law Offices, P.A., complains and  
2 alleges against Defendants Galaxy Gas LLC, SBK International LLC, SBK International Inc.,  
3 Amsterdam Smoke Shop LLC, Cloud Market and Smoke Shop, Inc., DAMIR BARY, INC. d/b/a  
4 SMOKE & VAPE, DTLA Smoke Shop, Inc., Karim Tijani Amor, Sammy Amor, and Ben Amor;  
5 and DOES 1 through 100, inclusive (collectively “Defendants”) as follows:  
6

### 7 **INTRODUCTION**

8 1. Galaxy Gas is a flavored nitrous oxide tank that users place in their mouths with  
9 nozzles and balloons to access the addictive nitrous oxide it contains. Similar to the popular drug  
10 Whippets, Galaxy Gas tanks are designed to create and sustain an addiction to nitrous oxide. Nitrous  
11 oxide is the fundamental reason why people use these products. Nitrous oxide is a highly addictive  
12 and dangerous drug.<sup>1</sup> Children and teenagers, especially ages 12-17, are particularly vulnerable to  
13 nitrous oxide addiction.<sup>2</sup> Galaxy Gas is the most popular nitrous oxide product on the market and is  
14 directly sold to smoke shop owners, third-party retailers, and consumers by Galaxy Gas and tobacco  
15 and smoke shop wholesalers.

16 2. Galaxy Gas is just a recent iteration of the smoke shop industry practice of designing  
17 a nitrous oxide delivery device that hooks children to nitrous oxide while making them think it is  
18 not dangerous or harmful. And so, Galaxy Gas looks like an enticing desert that is safe for  
19 consumption and comes in sweet flavors such as: “vanilla cupcake,” “strawberry cream,” “mango  
20 smoothie,” “blue raspberry,” “blueberry mango,” “tropical punch,” “birthday cake,” “watermelon  
21 lemonade,” and others.

22 3. Advertisements for Galaxy Gas emphasize the themes the industry has long known  
23 to resonate with youth and young adults, like “Galaxy,” –a clear play on the notion that Galaxy Gas  
24 is going to take you somewhere high in the Galaxy– and further highlights the common sensation  
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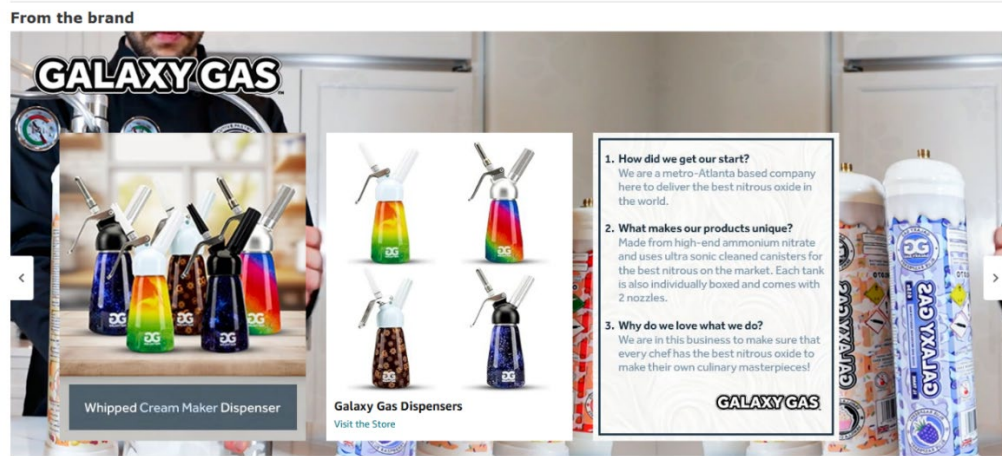
26 <sup>1</sup> ALLAN, CAMERON & BRUNO, *A Systematic Review of Recreational Nitrous Oxide Use:  
27 Implications for Policy, Service Delivery and Individuals*, NIH (2022).

28 <sup>2</sup> *Id.*

1 nitrous oxide creates, described by most of its users and medical journals as “floating” and  
2 “euphoric.”<sup>3</sup>

3 4. Defendants also benefit tremendously from social media influencers who promote  
4 Galaxy Gas from social media accounts run by smoke shops and private social media influencers.  
5 The Galaxy Gas trend on TikTok and YouTube receives significant internet traffic, striking millions  
6 of views.<sup>4</sup> Most influencers describe the design of the logo and canister print as a product that  
7 belongs in a smoke shop. More specifically, with over a quarter million followers, YouTuber Andy  
8 King reviews the current type of Galaxy Gas and describes it as follows: “from every single angle,  
9 this product is modeled, shaped, colored, texted, printed as if it belongs in a smoke shop.”<sup>5</sup>

10 5. Galaxy Gas is sold on Amazon.com and is verifiably described “from the brand” as  
11 a brand that uses “sonic cleaned canisters for the best nitrous on the market,” making the product  
12 deceptively seem safe and clean:

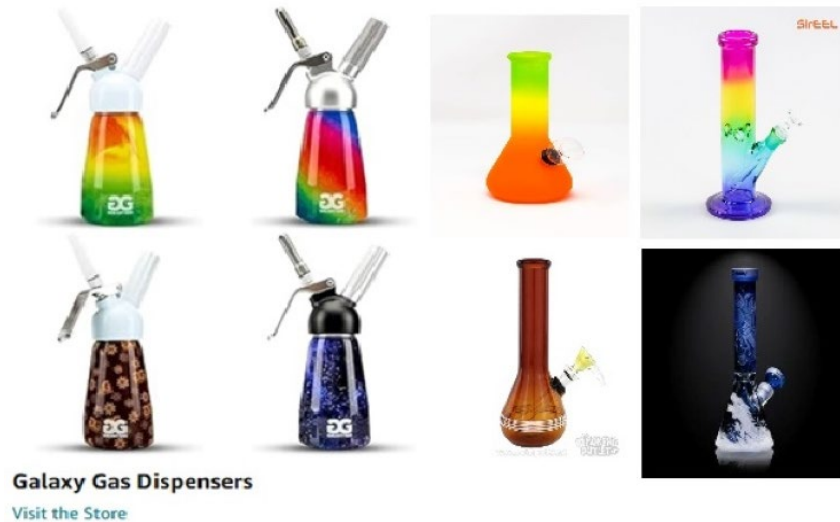


25 <sup>3</sup> Psychiatric Times, Galaxy Gas: The Dangerous Viral Trend,  
<https://www.psychiatrictimes.com/view/galaxy-gas-the-dangerous-viral-trend>

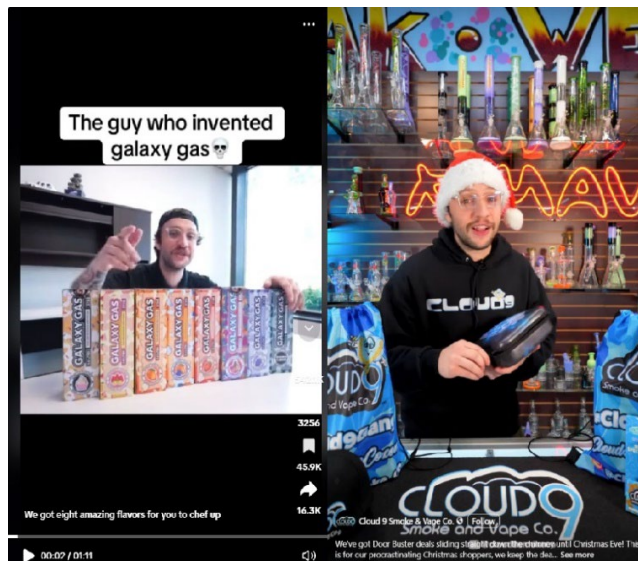
26 <sup>4</sup> Live Now Fox, ‘Galaxy Gas’: Kids are Inhaling Dangerous Levels of Nitrous Oxide,  
<https://www.livenowfox.com/news/kids-inhaling-galaxy-gas-nitrous-oxide-dangerous>

27 <sup>5</sup> Andy King, *Galaxy Gas: TikTok’s most Dangerous Trend*, YOUTUBE (Sep. 29, 2024),  
28 [https://www.youtube.com/watch?v=wV52qw\\_XaXM](https://www.youtube.com/watch?v=wV52qw_XaXM)

6. The tools used and sold by Galaxy Gas have an uncanny resemblance to smoking tools and devices commonly sold in smoke shops and referred to as “bongs,” as seen below:



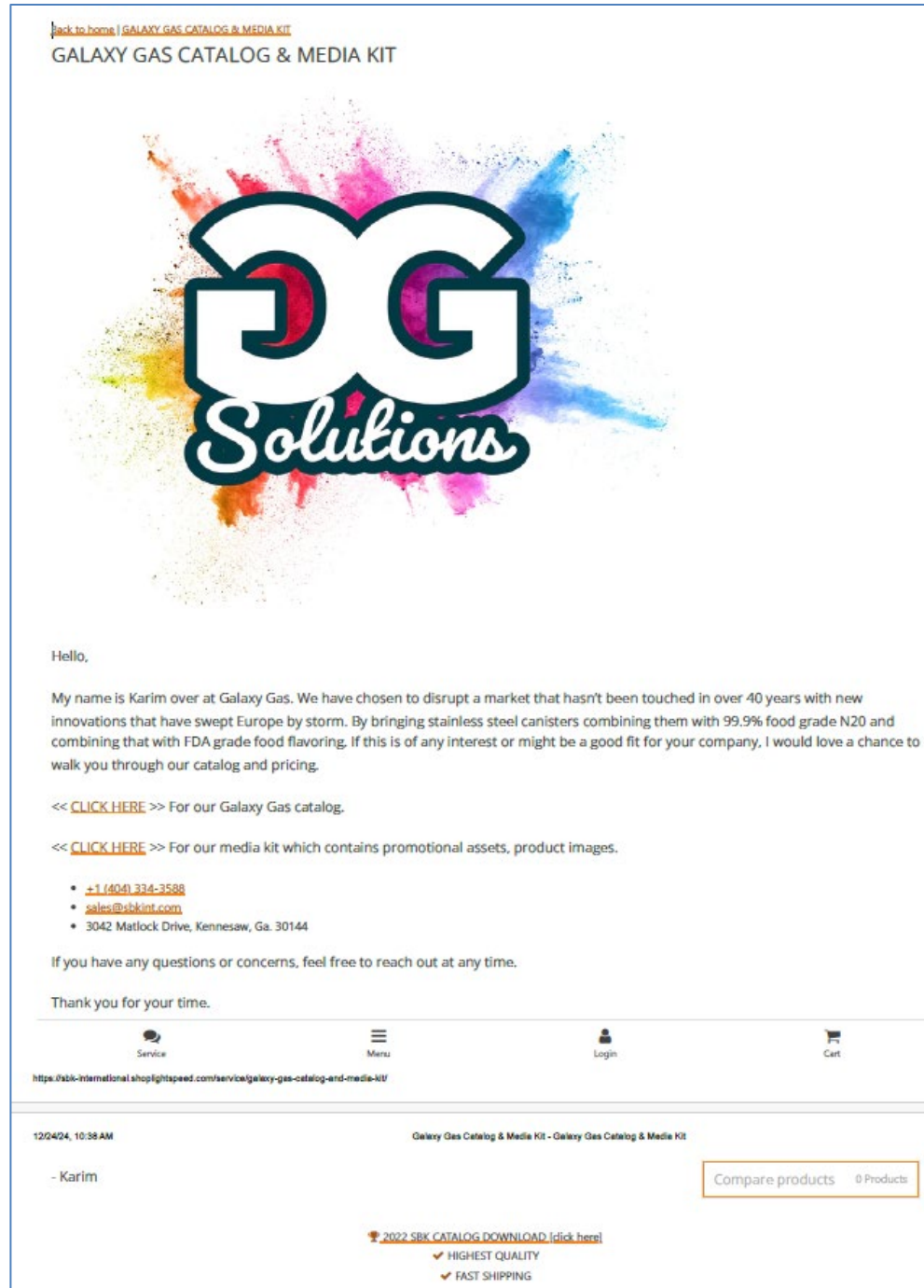
7. Galaxy Gas has directly advertised on social media platforms such as TikTok, Facebook, Instagram, and X as a whipped cream culinary tool and product, claiming that their products come in “eight amazing flavors for you to chef up.” However, Galaxy Gas has hired the same individual retained by Smoke shops to promote the sale of Galaxy Gas as a smoking device:



1           8.       Galaxy Gas trended on social media and was widely known amongst the youth as a  
2 nitrous oxide inhalant drug. A simple Google search for “Galaxy Gas on TikTok” will show over  
3 nine million results, clearly reaching the pockets of youth and young adults nationwide.

4           9.       Defendants Karim Tijani Amor, Sammy Amor, and Ben Amor created a co-founded  
5 the Galaxy Gas brand, Galaxy Gas LLC, SBK International Inc., and SBK International LLC. Both  
6 company names, “SBK International Inc.” and “SBK International LLC,” represents the first letter  
7 of each brother’s name, Sammy Amor, Ben Amor, and Karim Tijani Amor as “SBK”.<sup>6</sup> Karim Tijani  
8 Amor proudly represented the Amor brothers and Galaxy Gas LLC on the SBK International  
9 Tobacco and Smoke Shop Wholesaler website as to having chosen “...to disrupt a market that hasn’t  
10 been touched in over 40 years with new innovations...” alluding to the current nitrous oxide market  
11 in the smoke and head shop industry. See Defendant Karim Tijani Amor’s signed letter on the SBK  
12 international tobacco and smoke shop *wholesaler website below*.

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27 <sup>6</sup> Intelligencer, The Next Drug Epidemic Is Blue Raspberry Flavored How Galaxy Gas Became  
28 Synonymous With The Country’s Burgeoning Addiction To Gas,  
<https://nymag.com/intelligencer/article/galaxy-gas-flavored-nitrous-oxide-drug-epidemic.html>



10. The Food and Drug Administration (HEREINAFTER “FDA”) is an agency within the U.S. Department of Health and Human Services that is responsible for the safety and security of the nation’s food supply and assures the safety and effectiveness of drugs and medical devices.<sup>7</sup>

<sup>7</sup> U.S. Food and Drug Administration, *About FDA: Patient Q&A?*, (Nov 2024),

11. In addition to targeting youth and young adults through flavors, Defendants use deceptive advertising in describing Galaxy Gas as “FDA approved,” which falsely implies that Galaxy Gas is not harmful, is safe for consumption, or that there is a reduced risk of addiction. “FDA approved” means that the Food and Drug Administration has reviewed the product’s safety and effectiveness and determined that the product’s benefits outweigh the risks of its intended use.<sup>8</sup> But Galaxy Gas nitrous oxide is indeed intended for inhalation and recreational use.

12. Like too many others, Plaintiff Alexander Kellam began using Galaxy Gas because he was enticed by the flavors and by Defendants' deceptive advertising. He brings this suit to redress his injuries caused by Galaxy Gas.

## NATURE OF THE CASE

13. Mr. Alexander Kellam brings this negligence and product liability action against Defendants to redress the injuries sustained due to Defendants' defective nitrous oxide tank – Galaxy Gas. Plaintiff seeks compensatory damages, medical monitoring to diagnose Galaxy Gas induced injuries at an earlier date to allow for timely treatment and prevention of exacerbation of injuries, together with interest, costs of suit, attorney's fees, and all such other relief as the Court deems proper.

## **PARTIES, JURISDICTION, AND VENUE**

14. Plaintiff, ALEXANDER KELLAM, is a citizen of the state of CALIFORNIA and resides in ORANGE COUNTY, CALIFORNIA. Plaintiff, ALEXANDER KELLAM, is addicted to the nitrous oxide contained in Galaxy Gas and has suffered personal injuries as a result of his Galaxy Gas use. Plaintiff was influenced by Galaxy Gas's marketing and advertising, which drove his purchases. Plaintiff did not know of Galaxy Gas's unreasonably dangerous characteristics when he began using Galaxy Gas. Defendants' wrongful conduct in marketing, promoting, manufacturing, designing, and selling Galaxy Gas caused or contributed substantially to causing his injuries.

<https://www.fda.gov/media/151975/download#:~:text=What%20does%20%E2%80%9CFDA%20approved%E2%80%9D%20mean,the%20known%20and%20potential%20risks.>

<sup>8</sup> *Id.*

1 Plaintiff purchased Galaxy Gas from the retailer Defendants named below.

2       15. Defendant GALAXY GAS LLC manufactured, designed, sold, and operated the sale  
3 of nitrous oxide products and smoking tools.

4       16. At all times material hereto, Defendant GALAXY GAS LLC (HEREINAFTER  
5 “GALAXY GAS”) was a Foreign Corporation authorized to conduct business in CALIFORNIA  
6 and who was conducting business in the State of CALIFORNIA.

7       17. At all times, material hereto, GALAXY GAS, sold, produced, distributed, possessed,  
8 and/or maintained the sale of Galaxy Gas products within the State of CALIFORNIA.

9       18. At all times material hereto, Defendant, SBK INTERNATIONAL LLC, was a  
10 Foreign Corporation authorized to conduct business in CALIFORNIA and who was conducting  
11 business in the State of CALIFORNIA.

12       19. At all times material hereto, Defendant, SBK INTERNATIONAL LLC, was a  
13 tobacco and smoke shop wholesaler and sold, produced, distributed, possessed, and/or maintained  
14 the sale of Galaxy Gas and nitrous oxide products within the State of CALIFORNIA.

15       20. At all times material hereto, Defendant, SBK INTERNATIONAL INC., was a  
16 Foreign Corporation authorized to conduct business in CALIFORNIA and who was conducting  
17 business in the State of CALIFORNIA.

18       21. At all times material hereto, Defendant, SBK INTERNATIONAL INC., was a  
19 tobacco and smoke shop wholesaler and sold, produced, distributed, possessed, and/or maintained  
20 the sale of Galaxy Gas and nitrous oxide products within the State of CALIFORNIA.

21       22. At all times material hereto, Defendant AMSTERDAM SMOKE SHOP LLC,  
22 (HEREINAFTER “AMSTERDAM SMOKE SHOP”) was a CALIFORNIA Corporation authorized  
23 to conduct business in CALIFORNIA and who was conducting business in the State of  
24 CALIFORNIA.

25       23. At all times material hereto, AMSTERDAM SMOKE SHOP LLC owned, operated,  
26 controlled, possessed and/or maintained a smoke shop which sold Galaxy Gas and nitrous oxide and  
27 was located at or near 5901 Warner Ave, Huntington Beach, CA 92649.

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1           24.     At all times material hereto, Defendant CLOUD MARKET AND SMOKE SHOP,  
2 INC. (HEREINAFTER “CLOUD MARKET SMOKE SHOP”) was a CALIFORNIA Corporation  
3 authorized to conduct business in CALIFORNIA and who was conducting business in the State of  
4 CALIFORNIA.

5           25.     At all times material hereto, CLOUD MARKET SMOKE SHOP owned, operated,  
6 controlled, possessed and/or maintained a smoke shop which sold Galaxy Gas and nitrous oxide and  
7 was located at or near 560 S. Los Angeles St., Suite 17, Los Angeles, CA 90013.

8           26.     At all times material hereto, Defendant DAMIR BERY, INC. d/b/a SMOKE &  
9 VAPE (HEREINAFTER “DAMIR”) was a CALIFORNIA Corporation authorized to conduct  
10 business in CALIFORNIA and who was conducting business in the State of CALIFORNIA.

11          27.     At all times material hereto, DAMIR owned, operated, controlled, possessed and/or  
12 maintained a smoke shop which sold Galaxy Gas and nitrous oxide and was located at or near 3813  
13 W 3rd St, Los Angeles, CA 90020.

14          28.     At all times material hereto, Defendant DTLA SMOKE SHOP, INC.  
15 (HEREINAFTER “DTLA SMOKE SHOP”) was a CALIFORNIA Corporation authorized to  
16 conduct business in CALIFORNIA and who was conducting business in the State of CALIFORNIA.

17          29.     At all times material hereto, DTLA SMOKE SHOP owned, operated, controlled,  
18 possessed and/or maintained a smoke shop which sold Galaxy Gas and nitrous oxide and was located  
19 at or near 223 1/2 W 6th St, Los Angeles, CA 90014.

20          30.     Defendant KARIM TIJANI AMOR resides in CHEROKEE, GEORGIA. KARIM  
21 TIJANI AMOR co-founded GALAXY GAS LLC, SBK INTERNATIONAL LLC, and/ or SBK  
22 INTERNATIONAL INC. KARIM TIJANI AMOR has been significantly involved in the  
23 production, marketing, distribution, and design of the Galaxy Gas nitrous oxide tanks, charges, and  
24 canisters. KARIM TIJANI has carefully engineered products for nitrous oxide delivery with the  
25 “highest quality gas” and “ultra sonic cleaned canisters for the best nitrous oxide on the market” and  
26 has therefore mislead the youth and young adults into believing this product was safe to use in the  
27 intended manner, as an inhalant.

1           31. At all times material hereto, the Court has personal jurisdiction over Defendant,  
2 KARIM TIJANI AMOR, because California's long-arm statute permits a court to  
3 exercise personal jurisdiction consistent with constitutional due process. CCP § 410.10. Due  
4 process requires that a non-resident defendant have "certain minimum contacts" with the forum  
5 such that the maintenance of the suit does not offend traditional notions of fair play and substantial  
6 justice. Defendant KARIM TIJANI AMOR, has directly conducted, managed, controlled,  
7 maintained and promoted the sale of Galaxy Gas products in the state of California.

8           32. The Defendant, KARIM TIJANI AMOR, committed torts in California by  
9 conducting, controlling, promoting, marketing, and/ or maintaining GALAXY GAS LLC, SBK  
10 INTERNATIONAL LLC, and SBK INTERNATIONAL INC., which caused significant financial  
11 loss, pain, and suffering to Plaintiff ALEXANDER KELLAM. Minimum contacts are satisfied as  
12 to Defendant KARIM TIJANI AMOR, based on both general and specific jurisdiction has sold,  
13 distributed, produced, marketed, and designed the exact product which caused significant injury to  
14 Plaintiff ALEXANDER KELLAM in the state of California.

15           33. Defendant SAMMY AMOR resides in COBB, GEORGIA. SAMMY AMOR co-  
16 founded GALAXY GAS LLC, SBK INTERNATIONAL LLC, and/ or SBK INTERNATIONAL  
17 INC. SAMMY AMOR has been significantly involved in the production, marketing, distribution,  
18 and design of the Galaxy Gas nitrous oxide tanks, charges, and canisters. SAMMY AMOR has  
19 carefully engineered products for nitrous oxide delivery with the "highest quality gas" and "ultra  
20 sonic cleaned canisters for the best nitrous oxide on the market" and has therefore mislead youth  
21 and young adults into believing this product was safe to use in the intended manner, as an inhalant.

22           34. At all times material hereto, the Court has personal jurisdiction over Defendant,  
23 SAMMY AMOR, because California's long-arm statute permits a court to  
24 exercise personal jurisdiction consistent with constitutional due process. CCP § 410.10. Due  
25 process requires that a non-resident defendant have "certain minimum contacts" with the forum  
26 such that the maintenance of the suit does not offend traditional notions of fair play and substantial  
27 justice. Defendant SAMMY AMOR, has directly conducted, managed, controlled, maintained and  
28 promoted the sale of Galaxy Gas products in the state of California.

1           35.     The Defendant, SAMMY AMOR, committed torts in California by conducting,  
2 controlling, promoting, marketing, and/ or maintaining GALAXY GAS LLC, SBK  
3 INTERNATIONAL LLC, and SBK INTERNATIONAL INC., which caused significant financial  
4 loss, pain, and suffering to Plaintiff ALEXANDER KELLAM. Minimum contacts are satisfied as  
5 to Defendant SAMMY AMOR, based on both general and specific jurisdiction has sold, distributed,  
6 produced, marketed, and designed the exact product which caused significant injury to Plaintiff  
7 ALEXANDER KELLAM in the state of California.

8           36.     Defendant BEN AMOR resides in COBB, GEORGIA. BEN AMOR co-founded  
9 GALAXY GAS LLC, SBK INTERNATIONAL LLC, and/ or SBK INTERNATIONAL INC. BEN  
10 AMOR has been significantly involved in the production, marketing, distribution, and design of the  
11 Galaxy Gas nitrous oxide tanks, charges, and canisters. BEN AMOR has carefully engineered  
12 products for nitrous oxide delivery with the “highest quality gas” and “ultra sonic cleaned canisters  
13 for the best nitrous oxide on the market” and has therefore mislead youth and young adults into  
14 believing this product was safe to use in the intended manner, as an inhalant.

15           37.     At all times material hereto, the Court has personal jurisdiction over Defendant, BEN  
16 AMOR, because California’s long-arm statute permits a court to  
17 exercise personal jurisdiction consistent with constitutional due process. CCP § 410.10. Due  
18 process requires that a non-resident defendant have “certain minimum contacts” with the forum  
19 such that the maintenance of the suit does not offend traditional notions of fair play and substantial  
20 justice. Defendant BEN AMOR, has directly conducted, managed, controlled, maintained and  
21 promoted the sale of Galaxy Gas products in the state of California.

22           38.     The Defendant, BEN AMOR, committed torts in California by conducting,  
23 controlling, promoting, marketing, and/ or maintaining GALAXY GAS LLC, SBK  
24 INTERNATIONAL LLC, and SBK INTERNATIONAL INC, which caused significant financial  
25 loss, pain, and suffering to Plaintiff ALEXANDER KELLAM. Minimum contacts are satisfied as  
26 to Defendant BEN AMOR, based on both general and specific jurisdiction has sold, distributed,  
27 produced, marketed, and designed the exact product which caused significant injury to Plaintiff  
28 ALEXANDER KELLAM in the state of California.

1           39. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
2 Does 1 through 100 and therefore sue these Defendants by such fictitious names pursuant to the  
3 provisions of California Code of Civil Procedure § 474. Plaintiff is informed and believes, and upon  
4 such information and belief alleges, that each of the Defendants designated as a Doe are legally  
5 responsible in some manner for the events and happenings hereinafter referred to, and caused  
6 damages thereby as hereinafter alleged. Plaintiff will seek leave of the Court to amend this complaint  
7 to show the true names and capacities of the Defendants, and each of them, designated as Does when  
8 the same have been ascertained. At all times relevant to this action Defendants and Does 1 through  
9 100, inclusive, and each of them, were the agents, servants, employees and joint venturers of each  
10 other and at all times herein mentioned each and all were acting within the course, scope and purpose  
11 of their respective agency, service, employment and joint venture relationships.

12           40. Defendants design, manufacture, market, advertise, promote, distribute, and/or sell  
13 Galaxy Gas in the United States.

14           41. This is an action for damages in excess of the sum of Thirty-Five Thousand  
15 (\$35,000.00) Dollars, exclusive of interest and costs.

16           42. This Court has personal jurisdiction over the Defendants because they have  
17 committed the acts complained of herein in the State of California. Defendants have significant  
18 contacts with the State of California such that they are subject to personal jurisdiction of the Court.

19           43. This Court has personal jurisdiction over Defendants for the additional reason that  
20 they have engaged in substantial, systematic and continuous contacts with this State by, inter alia,  
21 regularly conducting, controlling, maintaining, and soliciting business in the State of California,  
22 deriving substantial revenue from products and/or services provided and promoted to persons in the  
23 State of California, and in some circumstance, from products and services provided from persons in  
24 the State of California.

25           44. Venue is appropriate within the County of Orange pursuant to Section 395(a) of the  
26 Code of Civil Procedure because Plaintiff's physical injuries and property damage were incurred  
27 within the County of Orange.  
28

45. Upon information and belief, at all relevant times, Defendants did, and continue to do, business throughout the United States, including within the State of California. Defendants, either directly or through their agents, designed, manufactured, labeled, distributed, promoted, marketed, solicited, and sold the product at issue in this matter and instructed smoke shops regarding the advantages of and the method of implanting this product as “safe” and at the same time promoting addiction.

## **FACTUAL ALLEGATIONS**

46. Nitrous oxide, commonly known as laughing gas, nangs, hippy crack, or nitrous oxide, is a colorless, odorless, non-flammable gas.

47. Nitrous oxide is manufactured and sold for various purposes, including as a whipping propellant for food-grade aerosols, an oxidizer in motor racing fuels, and as an anesthetic and pain reliever in surgery and dentistry.

48. Galaxy Gas is a nitrous oxide that comes in a hand-held canister:



49. Galaxy Gas also comes in small canisters called “chargers” that are easily accessible and pocket size:



50. The nitrous oxide in Galaxy Gas is inhaled with a nozzle or balloon attached to the dispenser. Once inhaled, the nitrous oxide is quickly absorbed into the bloodstream through the lungs; then, it travels rapidly to the brain and the rest of the body.<sup>9</sup>

51. Nozzles, commonly used to inhale the nitrous oxide in the Galaxy Gas canister, are included in the Galaxy Gas packaging. Balloons are complimentary when purchasing Galaxy Gas at smoke shops and gas stations.

52. Once the user places Galaxy Gas nitrous oxide via nozzle, balloon, or directly from the canister in their mouth, the nitrous oxide is quickly absorbed into the bloodstream through the lungs, before traveling rapidly to the brain and the rest of the body.<sup>10</sup>

53. Nitrous oxide, when in liquid form, can cause severe scar burns or frostbite to the skin and any contact areas.<sup>11</sup>

54. Galaxy Gas is available in chargers or canisters of 8g, 375g, 580g, 615g, 700g, 1365g, and 2000g.

55. The popularity of nitrous oxide consumption among young adults is explained by its easy availability, low price, and belief by users that it is a relatively safe and socially acceptable drug.<sup>12</sup>

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<sup>9</sup> ALLAN, CAMERON & BRUNO, *supra* note 1.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> LELEU & DENIMAL, *A Case of Functional Vitamin B12 Deficiency After recreational Nitrous Oxide Use*, NHI (2023).

1           56.     Unlike medical-grade nitrous oxide, food-grade nitrous oxide is not combined with  
2 oxygen, resulting in higher concentrations of pure nitrous oxide. Inhalation of high concentrations  
3 of nitrous oxide deprives the body of oxygen. Depriving the brain of oxygen can cause nerve  
4 damage, unconsciousness, and even death.

5           57.     Inhaling nitrous oxide can result in a rapid rush of euphoric, dissociated, and out-of-  
6 body experiences. It causes the user to get very dizzy, light-headed, and giggly. The high is brief  
7 but very intense, and the sensation is often described as a sensation of “floating.”<sup>13</sup>

8           58.     Systematic use of nitrous oxide may lead to many long-term physical effects and  
9 disorders, including memory loss, vitamin B12 deficiencies, numbness in the hands, feet, and other  
10 body parts, neuropathy, limb spasms, loss of muscle control in arms, legs, and other body parts,  
11 weakened immunity, and disruption to the reproductive system.<sup>14</sup>

12           59.     Systematic use of nitrous oxide may also lead to many long-term mental health  
13 disorders, including depression, addiction, anxiety, psychological dependency, and psychosis.<sup>15</sup>

14           60.     An overdose of nitrous oxide may result in symptoms such as seizures, irregular  
15 heartbeat, chest pain, heart palpitations, loss of consciousness, shallow or slow breathing, and skin  
16 color changes in lips and fingernails. These symptoms are commonly experienced day to day among  
17 users.<sup>16</sup>

18           61.     Defendants knew or should have known of the purposes and common use of Galaxy  
19 Gas as a nitrous oxide inhalant. The recreational use of nitrous oxide from Galaxy Gas has been  
20 widely advertised and published among influencers on social media and professional news outlets.

21           62.     At all times, material Defendant GALAXY GAS designed, manufactured,  
22 assembled, inspected, tested (or not), packaged, marketed, advertised, promoted, supplied,  
23 distributed, and/or sold Galaxy Gas nitrous oxide.

24 \_\_\_\_\_  
25 <sup>13</sup> ALLAN, CAMERON & BRUNO, *supra* note 2.

26 <sup>14</sup> Alcohol and Drug Foundation, What is Nitrous Oxide?, <https://adf.org.au/drug-facts/nitrous-oxide/>

27 <sup>15</sup> *Id.*

28 <sup>16</sup> *Id.*

1           63.     At all times, material Defendant SBK INTERNATIONAL, INC., designed,  
2 manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted, supplied,  
3 distributed, and/or sold Galaxy Gas nitrous oxide.

4           64.     At all times, material Defendant SBK INTERNATIONAL LLC, designed,  
5 manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted, supplied,  
6 distributed, and/or sold Galaxy Gas nitrous oxide.

7           65.     At all times, material Defendant AMSTERDAM SMOKE SHOP LLC, designed,  
8 manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted, supplied,  
9 distributed, and/or sold Galaxy Gas nitrous oxide.

10          66.     At all times, material Defendant CLOUD MARKET AND SMOKE SHOP, INC.,  
11 designed, manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted,  
12 supplied, distributed, and/or sold Galaxy Gas nitrous oxide.

13          67.     At all times, material Defendant DAMIR BERY, INC. d/b/a SMOKE & VAPE,  
14 designed, manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted,  
15 supplied, distributed, and/or sold Galaxy Gas nitrous oxide.

16          68.     At all times, material Defendant DTLA SMOKE SHOP, INC., designed,  
17 manufactured, assembled, inspected, tested (or not), packaged, marketed, promoted, supplied,  
18 distributed, and/or sold Galaxy Gas nitrous oxide.

19          69.     At all times, material Defendant KARIM TIJANI AMOR designed, manufactured,  
20 assembled, inspected, tested (or not), packaged, marketed, promoted, supplied, distributed, and/or  
21 sold Galaxy Gas nitrous oxide.

22          70.     At all times, material Defendant SAMMY AMOR designed, manufactured,  
23 assembled, inspected, tested (or not), packaged, marketed, promoted, supplied, distributed, and/or  
24 sold Galaxy Gas nitrous oxide.

25          71.     At all times, material Defendant BEN AMOR designed, manufactured, assembled,  
26 inspected, tested (or not), packaged, marketed, promoted, supplied, distributed, and/or sold Galaxy  
27 Gas nitrous oxide.



1           72.     Plaintiff purchased Galaxy Gas and nitrous oxide products from Defendant  
2 AMSTERDAM SMOKE SHOP LLC.

3           73.     Plaintiff purchased Galaxy Gas and nitrous oxide products from Defendant CLOUD  
4 MARKET AND SMOKE SHOP, INC., smoke shop.

5           74.     Plaintiff purchased Galaxy Gas and nitrous oxide products from Defendant DAMIR  
6 BERY INC. d/b/a SMOKE & VAPE smoke shop.

7           75.     Plaintiff purchased Galaxy Gas and nitrous oxide products from Defendant DTLA  
8 SMOKE SHOP, INC., smoke shop.

9           76.     Plaintiff suffered from medical issues due to the use of Galaxy Gas, which  
10 Defendants knew or should have known consumers were using.

11           77.     Defendants failed to disclose these health risks. The “warning” saying “do not  
12 inhale” is entirely insufficient to communicate the true extent of the dangers and permanent physical  
13 and mental health risks posed by Galaxy Gas.

14                                   **CAUSES OF ACTION**

15                                   **FIRST CAUSE OF ACTION**

16                                   **STRICT LIABILITY – DESIGN DEFECT**

17                                   **(By Plaintiff Against All Defendants)**

18           78.     Plaintiff repeats, reiterates, and realleges each and every allegation of this Complaint  
19 contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more  
20 fully set forth herein.

21           79.     Defendants designed, manufactured, assembled, inspected, tested (or not), packaged,  
22 labeled, marketed, advertised, promoted, supplied, distributed, and/or sold Galaxy Gas that Plaintiff  
23 consumed.

24           80.     Galaxy Gas was designed and intended to be used as a method of ingesting nitrous  
25 oxide and the other constituents in the Galaxy Gas canister or charger.

26           81.     At the time of Plaintiff’s injuries, the subject nitrous oxide products were in a  
27 defective condition and were unreasonably dangerous when put to their reasonably anticipated use  
28 in that:

- a. The subject nitrous oxide canisters were sold for recreational use;
- b. The subject nitrous oxide canisters were designed to promote recreational use;
- c. The subject nitrous oxide canisters were of inappropriate size;
- d. The subject nitrous oxide canisters were provided to consumers in unreasonable quantities;
- e. The subject nitrous oxide canisters are addictive;
- f. The subject nitrous oxide canisters failed to contain adequate guarding, which allows for repetitive recreational use;
- g. The subject nitrous oxide canisters failed to incorporate abuse-deterrent designs;
- h. The subject nitrous oxide canisters failed to contain an adequate warning; and
- i. Such further defects as discovery and the evidence shall reveal.

82. Galaxy Gas was sold in a defective condition that is unreasonably dangerous and unsafe and posed a substantial likelihood of harm to Plaintiff because of reasons including the high delivery of nitrous oxide, the likelihood of nitrous oxide addiction and the risks of behavioral, cognitive, and mental health injuries, neurological injuries, and pulmonary injuries, cyanosis secondary to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects.

83. Galaxy Gas was sold in a defective condition that is unreasonably dangerous and unsafe to Plaintiff because Defendants failed to adequately warn about the risk of nitrous oxide addiction and failed to warn of the risks of behavioral, cognitive, and mental health injuries, neurological injuries, and pulmonary injuries, cyanosis secondary to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects.

84. Defendants designed and promoted Galaxy Gas to specifically appeal to minors and young adults who were particularly unable to appreciate the risks posed by Galaxy Gas.

85. Defendants designed Galaxy Gas with a pharmacokinetic profile engineered to create risks of abuse and addiction.

1           86. Defendants defectively designed Galaxy Gas in that it is inherently dangerous  
2 because it included features making the product attractive and more palatable to the youth. These  
3 features include its concealability and its so-called “safe for consumption” and “Food and Drug  
4 Administration Approval” conditions, which are false and misleading.

5           87. Galaxy Gas does not perform as safely as a reasonable and ordinary consumer would  
6 reasonably assume and reasonably expect, as Galaxy Gas is designed to cause and sustain nitrous  
7 oxide addiction, delivers a potent amount of nitrous oxide, and is likely to cause behavioral,  
8 cognitive, and mental health injuries, neurological injuries, pulmonary injuries, cyanosis secondary  
9 to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, and  
10 among other harmful effects.

11           88. The risks inherent in the design of Galaxy Gas significantly outweigh any benefits  
12 of such design.

13           89. Defendants could have utilized cost-effective, reasonably feasible alternative designs  
14 to minimize these harms, such as by designing products that delivered less nitrous oxide, preventing  
15 the sale of Galaxy Gas in smoke shops, and/or did not have flavors that attract youths and young  
16 adults like Plaintiff.

17           90. Plaintiff used Galaxy Gas as intended or in reasonably foreseeable ways.

18           91. Plaintiff’s injuries, physical, emotional, and economic, were reasonably foreseeable  
19 at the time of Galaxy Gas’s design, manufacture, distribution, and sale.

20           92. Galaxy Gas was defective and unreasonably dangerous when they left Defendants’  
21 possession. The defects continued to exist through the products’ sale to and use by consumers,  
22 including Plaintiff, who used the products without any substantial change in the products’ condition.

23           93. Plaintiff was injured as a direct and proximate result of Galaxy Gas’s defective  
24 design as described herein. The defective design of Galaxy Gas was a substantial factor in causing  
25 Plaintiff’s harms.

26           94. Plaintiff demands judgment against Defendants for compensatory damages, medical  
27 monitoring to diagnose Galaxy Gas induced injuries at an earlier date to allow for timely treatment  
28 and prevention of exacerbation of injuries, together with interest, costs of suit, attorney’s fees, and

1 all such other relief as the Court deems proper.

2 **SECOND CAUSE OF ACTION**

3 **STRICT LIABILITY – FAILURE TO WARN**

4 **(By Plaintiff Against All Defendants)**

5 95. Plaintiff repeats, reiterates, and realleges each and every allegation of this Complaint  
6 contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more  
7 fully set forth herein.

8 96. Defendants designed, manufactured, assembled, inspected, tested (or not), packaged,  
9 labeled, marketed, advertised, promoted, supplied, distributed, and/or sold Galaxy Gas that Plaintiff  
10 consumed.

11 97. Galaxy Gas was sold in a defective condition that is unreasonably dangerous and  
12 unsafe to Plaintiff because Defendants failed to adequately warn about the risk of nitrous oxide  
13 addiction and failed to warn of the risks of behavioral, cognitive, and mental health injuries,  
14 neurological injuries, and pulmonary injuries, cyanosis secondary to hypoxia, long term vitamin  
15 B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects.

16 98. Defendants were aware that Galaxy Gas posed risks that were known and knowable  
17 in light of scientific and medical knowledge that was generally accepted in the scientific community  
18 at the time of design, manufacture, distribution, and sale of Galaxy Gas.

19 99. Galaxy Gas is defective because, among other reasons described herein, Defendants  
20 failed to warn consumers, including Plaintiff, in Galaxy Gas's labeling, packaging, and through the  
21 marketing promotion, and advertising of Galaxy Gas including that:

22 a. Galaxy Gas causes, maintains, or aggravates nitrous oxide addiction and  
23 subject consumers to the risks of concomitant health hazards that addictive, i.e., compulsive  
24 behavior can result in, and that this danger was even greater for minors;

25 b. Galaxy Gas causes harm by increased exposure to nitrous oxide and other  
26 harmful ingredients;

27 c. Galaxy Gas is a nitrous oxide delivery device not intended for youth or young  
28 adults;

1           d.     Galaxy Gas delivers nitrous oxide at greater levels than medically  
2 recommended;

3           e.     Galaxy Gas carries risks of behavioral, cognitive, and mental health injuries,  
4 neurological injuries, and pulmonary injuries, cyanosis secondary to hypoxia, long term vitamin  
5 B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects;

6           f.     Which and when medical symptoms warranted medical care; and

7           g.     How much Galaxy Gas nitrous oxide is safe to consume in a day.

8         100.    The failure to adequately warn about its defective products and to misleadingly  
9 advertise through conventional and social media avenues created a danger of injuries described  
10 herein that were reasonably foreseeable at the time of labeling, design, manufacture, distribution,  
11 and sale of Galaxy Gas.

12         101.    Ordinary consumers would not have recognized the potential risks of Galaxy Gas  
13 when used in a manner reasonably foreseeable to Defendants.

14         102.    Defendants are strictly liable for the sale of defective Galaxy Gas products that  
15 contained inadequate warnings.

16         103.    Plaintiff could not have averted injury through exercise of reasonable care for reasons  
17 including Defendants' concealment of the true risks posed by Galaxy Gas.

18         104.    Galaxy Gas was defective and unreasonably dangerous when it left Defendants'  
19 possession because it lacked adequate warnings. The defects continued to exist through the  
20 products' sale to and use by consumers, including Plaintiff, who used the products without any  
21 substantial change in the products' condition.

22         105.    Defendants could have provided adequate warnings and instructions to prevent the  
23 harms and injuries set forth herein.

24         106.    Plaintiff was injured as a direct and proximate result of Defendants' failure to warn  
25 because Plaintiff would not have used or purchased Galaxy Gas had Plaintiff received adequate  
26 warnings and instructions.

27         107.    Defendants lack of adequate and sufficient warnings and instructions and its  
28 inadequate and misleading advertising was a substantial contributing factor in causing harms to

1 Plaintiff.

2 108. Plaintiff demands judgment against Defendants for compensatory damages, medical  
3 monitoring to diagnose Galaxy Gas induced injuries at an earlier date to allow for timely treatment  
4 and prevention of exacerbation of injuries, together with interest, costs of suit, attorney's fees, and  
5 all such other relief as the Court deems proper.

6 **THIRD CAUSE OF ACTION**

7 **NEGLIGENCE**

8 **(By Plaintiff Against All Defendants)**

9 109. Plaintiff repeats, reiterates, and realleges each and every allegation of this Complaint  
10 contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more  
11 fully set forth herein.

12 110. Defendants designed, manufactured, assembled, inspected, tested (or not), packaged,  
13 labeled, marketed, advertised, promoted, supplied, distributed, and/or sold Galaxy Gas that Plaintiff  
14 consumed.

15 111. Galaxy Gas was the type of product that could endanger others if negligently made,  
16 promoted, and sold.

17 112. Defendants had a duty of reasonable care in designing, manufacturing, assembling,  
18 inspecting, testing, packaging, labeling, marketing, advertising, promoting, supplying, distributing,  
19 and/or selling Galaxy Gas to avoid causing harm to those that consumed Galaxy Gas.

20 113. Defendants knew or should have known through the exercise of reasonable care that  
21 the risks of consumers of Galaxy, a powerfully addictive and dangerous nitrous oxide delivery  
22 device.

23 114. Defendants knew or should have known, through the exercise of reasonable care, that  
24 minors and young adults would be attracted to Galaxy Gas.

25 115. Defendants knew or should have known, through the exercise of reasonable care, that  
26 Galaxy Gas was dangerous, harmful, and injurious when used by Plaintiff in a reasonably  
27 foreseeable manner, particularly with minors and young adults.

1           116. Defendants knew or should have known through the exercise of reasonable care, that  
2 Galaxy Gas was designed to cause or sustain nitrous oxide addiction and that Galaxy Gas posed a  
3 risk of harm, including risks of addiction, behavioral, cognitive, and mental health injuries,  
4 neurological injuries, and pulmonary injuries, cyanosis secondary to hypoxia, long term vitamin  
5 B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects, as  
6 described herein, that were known and knowable in light of scientific and medical knowledge that  
7 was generally accepted in the scientific community at the time of design, manufacture, distribution,  
8 promotion, and sale of Galaxy Gas.

9           117. Defendants knew or should have known through the exercise of reasonable care that  
10 Galaxy Gas needed to be researched, designed, manufactured, assembled, inspected, tested,  
11 packaged, labeled, marketed, advertised, promoted, supplied, distributed, and/or sold properly,  
12 without defects and with due care to avoid needlessly causing harm.

13           118. Defendants knew or should have known through the exercise of reasonable care that  
14 Galaxy Gas could cause serious risk of harm, particularly to young adults and minors.

15           119. Defendants were negligent, reckless, and careless and failed to take the care and duty  
16 owed to Plaintiff, thereby causing Plaintiff to suffer harm.

17           120. Defendants breached their duty of care by, among other things:

18               a. Failing to perform adequate testing of Galaxy Gas prior to marketing to  
19 ensure safety, including long-term testing of the product, and testing for injury to the brain and  
20 pulmonary systems, respiratory, gastrointestinal, and periodontal, and other related medical  
21 conditions, as well as its effect on mental health;

22               b. Failing to inform or warn consumers, including Plaintiff, that Galaxy Gas had  
23 not been adequately tested or researched prior to marketing to ensure safety;

24               c. Failure to take reasonable care in the design of Galaxy Gas;

25               d. Failure to take reasonable care in the advertising, promoting, and marketing  
26 of Galaxy Gas;

27               e. Failure to warn consumers, including Plaintiff, of the dangers associated with  
28 Galaxy Gas, including that it was unsafe, is powerfully addictive, can cause permanent changes in

1 the brain, mood disorders, and impairment of thinking and cognition;

2 f. Failure to use reasonable care in the sale of Galaxy Gas without adequate  
3 warnings; use of flavors and design to appeal to minors and young adults;

4 g. Misleadingly stating that Galaxy Gas is “safe for consumption”;

5 h. Failure to provide any instructions regarding a safe amount of Galaxy Gas to  
6 consume in a day; and

7 i. All other failures, acts and omissions set forth herein.

8 121. Defendants further acted and or failed to act willfully and with conscious and reckless  
9 disregard for the rights, interests, and safety of Plaintiff, and Defendants acts and omissions had a  
10 great probability of causing significant harm; and in fact resulted in such harm.

11 122. Defendants reasonably should have foreseen that young people would try Galaxy  
12 Gas and quickly become addicted, resulting in teenagers and young adults developing lifelong  
13 addictions.

14 123. Plaintiff was injured as a direct and proximate result of negligence and/or gross  
15 negligence as described herein.

16 124. Defendants’ negligence was a substantial factor in causing and or contributing to  
17 Plaintiff’s harms.

18 125. Plaintiff demands judgment against Defendants for compensatory damages, medical  
19 monitoring to diagnose Galaxy Gas induced injuries at an earlier date to allow for timely treatment  
20 and prevention of exacerbation of injuries, together with interest, costs of suit, attorney’s fees, and  
21 all such other relief as the Court deems proper.

22 **FOURTH CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY**

24 **(By Plaintiff Against All Defendants)**

25 126. Plaintiff repeats, reiterates, and realleges each and every allegation of this Complaint  
26 contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more  
27 fully set forth herein.



127. Defendants designed, manufactured, distributed, packaged, compounded, merchandised, advertised, promoted, supplied and sold Galaxy Gas, before Galaxy Gas was purchased and used, Defendants impliedly warranted to Plaintiff and the FDA that Galaxy Gas were of merchantable quality and safe for the use for which they were intended.

128. Plaintiff relied on the skill, judgment, and representations of Defendants in purchasing and using Galaxy Gas.

129. Galaxy Gas was unsafe for their intended use and was not of merchantable quality as warranted by Defendants in that they had dangerous propensities when put to their intended use.

130. Plaintiff now suffers from the continuing likelihood of medical problems described herein.

131. As a proximate cause of Defendants' actions, Plaintiff must employ clinicians to examine, treat, and care for them and will incur medical, hospital, pharmaceutical, and incidental and consequential expenses. Plaintiff will continue to incur such medical, hospital, pharmaceutical, and incidental and consequential expenses in the future.

## **FIFTH CAUSE OF ACTION**

## BREACH OF EXPRESS WARRANTY

**(By Plaintiff Against All Defendants)**

132. Plaintiff repeats, reiterates, and realleges each and every allegation of this Complaint contained in each of the foregoing paragraphs inclusive, with the same force and effect as if more fully set forth herein.

133. Defendants designed, manufactured, distributed, packaged, compounded, merchandised, advertised, promoted, supplied, and sold Galaxy Gas, and before Galaxy Gas was purchased and used, Defendants expressly warranted to Plaintiff that Galaxy Gas was of merchantable quality and safe for the use for which they were intended.

134. At the time of making said express warranties, Defendants had knowledge of the purpose for which Galaxy Gas was to be used and warranted them to be, in all respects, fit, safe, effective, and proper for such purposes.

135. Plaintiff relied on the skill, judgment, and express warranties and representations of Defendants in purchasing and using Galaxy Gas.

136. These warranties were false and untrue at the time they were made. Defendants knew Galaxy Gas was unsafe and unsuited for the use for which they were intended and that they could cause attendant medical problems as described herein. Further, Galaxy Gas was unsafe for their intended use and was not of merchantable quality as warranted by the Defendants in that they had dangerous propensities when put to their intended use.

137. The Galaxy Gas and nitrous oxide designed, manufactured, distributed, packaged, compounded, merchandised, advertised, promoted, supplied and/or sold by Defendants, proximately and directly exposed Plaintiff to the harmful health consequences and medical conditions, as set forth herein.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff demands judgment against Defendants to the full extent of the law, including but not limited to:

1. Judgment for Plaintiff against Defendants;
2. Damages to compensate Plaintiff for injuries sustained as a result of the use of Galaxy Gas, including but not limited to physical pain and suffering, mental anguish, loss of enjoyment of life, emotional distress, medical expenses, economic harm;
3. Attorney's fees and costs;
4. Prejudgment and post-judgment interest at the lawful rate;
5. Medical monitoring;
6. A trial by jury on all issues;
7. Any other relief the Court deems just and proper.

DATED: April 2, 2025

**KIESEL LAW LLP**

By:

Paul R. Kiesel  
Kaitlyn E. Fry

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ALEXANDER KELLAM

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DATED: April 2, 2025

By:

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Jeffrey L. Haberman (to be admitted *Pro Hac Vice*)

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