

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JACOB IANNOTTI, MATTHEW R.  
BERRY, MITCHELL ALLEN,  
AND LOREN MULVILLE,  
INDIVIDUALLY AND ON BEHALF  
OF ALL OTHERS SIMILARLY  
SITUATED,

*Plaintiffs,*

v.

GALAXY GAS, LLC, SBK  
INTERNATIONAL LLC, PLUTO  
BRANDS, LLC, ELITE RETAIL,  
LLC, 11SIXTYSIX, LLC,  
BENSALEM AMOR, SAMMY  
AMOR, and KARIM AMOR,

*Defendants.*

CASE NO.: 1:25-cv-01037-MHC

**Class Action**

**FIRST AMENDED CLASS ACTION COMPLAINT**

1. This case is about the misleading, deceptive, exploitive, and illegal design, manufacture, packaging, marketing, distribution, and sale of Galaxy Gas nitrous oxide, a conspiracy by Defendants to profit from this illegal, immoral, and wrongful conduct, and the harm it has caused Plaintiffs, the Class, and communities across this country.

2. The illicit recreational use of nitrous oxide is colloquially referred to as doing “whippets,” and it is an epidemic in this country, Europe, and other parts of

the world. Nitrous oxide is a highly addictive and dangerous drug<sup>1</sup> abused by millions of Americans, mostly teenagers and young adults.

3. Illicit users dominate the retail market for nitrous oxide with only a slight fraction of total sales actually for legal, culinary use. This is widely known, and in recent years many in the smoke and vape industry have seized on the opportunity to sell nitrous oxide to illicit users under the guise of “for food use only” type packaging disclaimers. Seeing big dollar signs and having no moral compass, the Amors set out to exploit this massive illicit market, and Galaxy Gas was born. Already having established a nationwide distribution network in the smoke and vape retail industry as well as their own growing chain of Cloud 9 Smoke and Vape stores, they were well-positioned. Galaxy Gas came in a variety of pleasant flavors and included screw-on mouthpiece nozzles that allow a free flow of gas to be inhaled directly from tanks of gas. These features made Galaxy Gas even more addictive. Being sold alongside drug paraphernalia in smoke and vape shops and convenience stores across the country, Galaxy Gas became synonymous with nitrous oxide in just over three years.

4. Galaxy Gas is just a recent iteration of the smoke shop industry practice of designing a nitrous oxide delivery device that hooks children to nitrous oxide

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<sup>1</sup> ALLAN, CAMERON & BRUNO, A Systematic Review of Recreational Nitrous Oxide Use: Implications for Policy, Service Delivery and Individuals, NIH (2022).

while making them think it is not dangerous or harmful. And so, Galaxy Gas is designed and marketed to look like an enticing dessert that is safe for consumption with sweet flavors including “vanilla cupcake,” “strawberry cream,” “mango smoothie,” “blue raspberry,” “blueberry mango,” “tropical punch,” “watermelon lemonade,” and others.

5. Advertisements for Galaxy Gas emphasize the themes the industry has long known to resonate with youth and young adults, like “Galaxy,” – a clear play on the notion that Galaxy Gas is going to take you somewhere high in the Galaxy – and further highlights the common sensation nitrous oxide creates, described by most of its users and medical journals as “floating” and “euphoric.”<sup>2</sup>

6. Defendants also benefit tremendously from social media influencers who promote Galaxy Gas from social media accounts run by smoke shops and private social media influencers. The Galaxy Gas trend on TikTok and YouTube receives significant internet traffic, attract millions of views.<sup>3</sup> Most influencers describe the design of the logo and tank print as a product that belongs in a smoke shop. More specifically, with over a quarter million followers, YouTuber Andy King reviews the current hype of Galaxy Gas and describes it as: “from every single angle,

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<sup>2</sup> Psychiatric Times, Galaxy Gas: The Dangerous Viral Trend, <https://www.psychiatrictimes.com/view/galaxy-gas-the-dangerous-viral-trend>.

<sup>3</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>

this product is modeled, shaped, colored, texted, printed as if it belongs in a smoke shop.”<sup>4</sup>

7. In March 2023, the company began posting video recipes for “strawberry mousse” and “vanilla cupcake nitro cold brew,” made with their nitrous oxide tanks, on the Galaxy Gas YouTube channel. These posts closely coincided with the company starting to sell its nitrous oxide tanks on Amazon, which does not require ID to purchase the gas.

8. Galaxy Gas is sold on Amazon.com and is verifiably described “from the brand” as a brand that uses “sonic cleaned canisters for the best nitrous on the market,” which makes the product deceptively seem safe and clean. *See, e.g.*, Amazon.com, [https://www.amazon.com/Galaxy-Gas-Stainless-Dispenser-Canister/dp/B0C1RLRGJN?ref\\_=ast\\_sto\\_dp](https://www.amazon.com/Galaxy-Gas-Stainless-Dispenser-Canister/dp/B0C1RLRGJN?ref_=ast_sto_dp) (last accessed Feb. 25, 2025).

9. Galaxy Gas has directly advertised on social media such as TikTok, Facebook, Instagram, and X as a whipped cream culinary product, claiming that Galaxy Gas comes in “eight amazing flavors for you to chef up.”

10. The retailers, distributors, and Smoke Shops hired by Galaxy Gas to promote the sale of Galaxy Gas may have personally made these representations, which concealed the potential harm of Galaxy Gas, and that may have caused or

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<sup>4</sup> Andy King, Galaxy Gas: TikTok's most Dangerous Trend, YOUTUBE (Sep. 29, 2024), [https://www.youtube.com/watch?v=wV52qw\\_XaXM](https://www.youtube.com/watch?v=wV52qw_XaXM)

contributed to Plaintiffs' damages. Plaintiffs' First Amended Class Action Complaint may be amended to insert the names of these retailers, distributors, and Smoke Shops.

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

12. In August 2024, a YouTube influencer with over 1 million subscribers published a video entitled "Gen Z is Cooked," discussing the growing trend of illicit nitrous oxide use.<sup>5</sup> The video prominently features Galaxy Gas and discusses how social media posts showing people (including the viral "Lil T" video<sup>6</sup>) doing whippets with Galaxy Gas are trending. The YouTube video refers to Galaxy Gas as "basically the entire reason I'm making this video because it is everywhere all over the internet right now . . . Galaxy Gas has to be the most viral way that people are contributing to posting themselves doing whippets online."<sup>7</sup>

13. The Food and Drug Administration ("FDA") is an agency within the U.S. Department of Health and Human Services that is responsible for the safety and

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<sup>5</sup> <https://www.youtube.com/watch?v=oPmpE4WE7R8> (posted Aug. 25, 2024).

<sup>6</sup> *Id.* at 12:10.

<sup>7</sup> *Id.* at 6:42.

security of the nation's food supply and assures the safety and effectiveness of drugs and medical devices.<sup>8</sup>

14. 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. But Galaxy Gas nitrous oxide is indeed intended for inhalation and recreational use.

15. Notwithstanding the “for culinary use only” and “do not inhale” disclaimers on the packaging, Galaxy Gas is unmistakably designed, manufactured, packaged, distributed, marketed, and sold with the specific intent for purchasers to inhale the product. Galaxy Gas was formed and exists for the specific purpose of exploiting the massive and growing illicit market for the recreational use of nitrous oxide. (The legitimate culinary market is miniscule in comparison.) Recognizing that a substantial portion of this illicit market are regular customers of smoke and vape stores, Defendants' creation and promotion of Galaxy Gas was as successful as it

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<sup>8</sup> U.S. Food and Drug Administration, About FDA: Patient Q&A?, (Nov 2024), <https://www.fda.gov/media/151975/download#:~:text=What%20does%20%E2%80%9CFDA%20approved%E2%80%9D%20mean,the%20known%20and%20potential%20risks>

was immoral. In little over three years, Galaxy Gas sales revenue exceeded tens of millions of dollars.

16. Defendants' involvement in the knowing distribution of nitrous oxide for non-medical, non-culinary purposes is a violation of the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79, a felony, and a predicate act under the Georgia Racketeer and Influenced Corrupt Organizations ("RICO") Act, O.C.G.A. §§ 16-14-1 *et seq.* Furthermore, the manner in which Galaxy Gas was designed, manufactured, packaged, distributed, marketed, and sold was not only knowingly and intentionally for the illicit recreational user, but to make such user addicted to the product, and this same conduct renders the product unreasonably dangerous and defective. This includes, but is not limited to the branding and labeling, the use of large tanks, the use of flavors, the inclusion of mouthpieces and willingness to provide balloons and additional mouthpieces to customers, the marketing Galaxy Gas alongside drug paraphernalia, the marketing messaging and channels referencing Galaxy Gas in connection with "Party Time," social media advertising targeting illicit recreational users, the use of a rewards program with incentives for repeat and frequent purchases, as well as the willingness to continue to sell to repeat customers who are known addicts.

17. Like too many others, Plaintiffs began using Galaxy Gas because they were enticed by the flavors and by Defendants' deceptive advertising. Plaintiffs

made purchases of Galaxy Gas that they would not have made but for Defendants' actions and they became addicted to Galaxy Gas, which led to them feeding this addiction through repetitive purchases of Galaxy Gas and suffering other injuries and losses that could have been avoided had Defendants not engaged in such deceptive and predatory conduct.

18. Accordingly, Plaintiffs bring this action to seek recovery for Defendants' federal and Georgia RICO Act violations, and bring claims for defective design, failure to warn, negligence, violations of the Georgia Fair Business Practices Act and Georgia Unfair and Deceptive Trade Practices Act, fraudulent concealment, and unjust enrichment.

### **I. JURISDICTION AND VENUE**

19. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 ("CAFA") because: (i) there are 100 or more Class Members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one member of the nationwide class of plaintiffs and one defendant are citizens of different States. For example, Plaintiff Jacob Iannotti is a South Carolina citizen, Plaintiff Matthew Berry is a Texas citizen, and, as described below, the named Defendants are citizens of the State of Georgia for purposes of determining citizenship under CAFA. *See* 28 U.S.C. § 1332(d)(10).



20. This Court has specific personal jurisdiction over Defendants because Defendants conduct business in Georgia, have purposefully availed themselves of the benefits and protections of Georgia by continuously and systematically conducting substantial business in this judicial district, directing advertising and marketing materials to districts within Georgia, and intentionally and purposefully placing Galaxy Gas products into the stream of commerce throughout Georgia and the United States with the expectation and intent that consumers would purchase them. Furthermore, at least ten of thousands of Galaxy Gas products have been sold in Georgia.

21. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendants transact business in this district, are subject to personal jurisdiction in this district, have their principal place of business in this district, and therefore are deemed to be citizens of this district. Additionally, there are one or more authorized Galaxy Gas dealers within this district, Galaxy Gas has advertised in this district, and Galaxy Gas has received substantial revenue and profits from its sales and/or leasing of products in this district; therefore, a substantial and material part of the events and/or omissions giving rise to the claims occurred within this district.

## II. PARTIES

22. Plaintiff Jacob Iannotti (“**Plaintiff Iannotti**”) is a resident of the state

of South Carolina. Iannotti was influenced by Galaxy Gas's marketing and advertising, which drove purchases. Iannotti purchased Galaxy Gas and nitrous oxide products from the following locations, including but not limited to: (1) Smoke & Vapor Planet, 4425 John Marr Dr, Annandale, Virginia 22003, (2) Tobacco King, 6649 Arlington Boulevard, Falls Church, Virginia 22042, (3) A to Z Tobacco Shop, 3225 Pennsylvania Ave SE, Washington, DC 20020, (4) 540 Smoke & Vape Shop, 4950 Centre Pointe Drive Unit 118, North Charleston, South Carolina 29418, and (5) Moe Smoke, 1649 Savannah Hwy Unit B, Charleston, South Carolina 29407. Iannotti did not know of Galaxy Gas's unreasonably dangerous characteristics when he began using Galaxy Gas, nor could he have learned of such characteristics through reasonable diligence. These characteristics were material to Iannotti. By omitting the harmful nature of Galaxy Gas, Defendant's wrongful conduct in marketing, promoting, manufacturing, designing, packaging, and selling Galaxy Gas caused or contributed substantially to causing his injuries. If Plaintiff Iannotti had not been misled by Defendants' conduct and had been fully informed of the risks that Defendants had a duty to disclose, he would not have made any purchases of Galaxy Gas and certainly would not have purchased the quantities he purchased or paid the amount he paid for Galaxy Gas.

23. Plaintiff Matthew Berry ("**Plaintiff Berry**") is a resident of the state of Texas. Plaintiff Berry was influenced by Galaxy Gas's marketing and advertising,

which drove purchases. Plaintiff Berry purchased Galaxy Gas and nitrous oxide products from the following locations, including but not limited to the South Austin Smoke Shop located at 730 W. Stassney Lane, Ste 145, Austin, Texas 78745. Plaintiff Berry did not know of Galaxy Gas's unreasonably dangerous characteristics when he began using Galaxy Gas, nor could he have learned of such characteristics through reasonable diligence. These characteristics were material to Plaintiff Berry. By omitting the harmful nature of Galaxy Gas, Defendants' wrongful conduct in marketing, promoting, manufacturing, designing, packaging, and selling Galaxy Gas caused or contributed substantially to causing his injuries. Plaintiff Berry's concrete injury includes the money he paid for Galaxy Gas. If Plaintiff Berry had not been misled by Defendants' conduct and had been fully informed of the risks that Defendants had a duty to disclose, he would not have made any purchases of Galaxy Gas and certainly would not have purchased the quantities he purchased or paid the amount he paid for Galaxy Gas.

24. Plaintiff Mitchell Allen ("**Plaintiff Allen**") is a resident of the state of Georgia. Plaintiff Allen was influenced by Galaxy Gas's marketing and advertising, which drove purchases. Plaintiff Allen purchased Galaxy Gas and nitrous oxide products from the following locations, including but not limited to: (1) Cloud 9 Smoke & Vape, 2468 Windy Hill Road, Suite 100, Marietta, Georgia 30067; (2) Cloud 9 Smoke & Vape, 9999 Georgia Highway 92, Suite 160, Woodstock, Georgia

30188; (3) Cloud 9 Smoke & Vape, 8610 Roswell Road, Suite 120, Atlanta, Georgia 30350; (4) Cloud 9 Smoke & Vape, 3753 Marietta Highway, Suite 115, Canton, Georgia 30114; (5) Cloud 9 Smoke & Vape, 155 North Avenue, NE, Atlanta, Georgia 30308; (6) Cloud 9 Smoke & Vape, 6518 Roswell Road, Sandy Springs, Georgia 30328; (7) Cloud 9 Smoke & Vape, 2485 Towne Lake Parkway, Woodstock, Georgia 30189; (8) Cloud 9 Smoke & Vape, 1738 Howell Mill Road, Suite A, Atlanta, Georgia 30318; (9) Cloud 9 Smoke & Vape, 4040 Holcomb Bridge Road, Peachtree Corners, Georgia 30092; and other non-Cloud 9 stores. Plaintiff Allen did not know of Galaxy Gas's unreasonably dangerous characteristics when he began using Galaxy Gas, nor could he have learned of such characteristics through reasonable diligence. These characteristics were material to Plaintiff Allen. By omitting the harmful nature of Galaxy Gas, Defendants' wrongful conduct in marketing, promoting, manufacturing, designing, packaging, and selling Galaxy Gas caused or contributed substantially to causing his injuries. Plaintiff Allen's concrete injury includes the money he paid for Galaxy Gas. Plaintiff Allen has spent more than \$40,000 on Galaxy Gas nitrous oxide because of Defendants' conduct that led to him purchase Galaxy Gas and then become addicted to it. If Plaintiff Allen had not been misled by Defendants' conduct and had been fully informed of the risks that Defendants had a duty to disclose, he would not have made any purchases of

Galaxy Gas and certainly would not have purchased the quantities he purchased or paid the amount he paid for Galaxy Gas.

25. Plaintiff Loren Mulville (“**Plaintiff Mulville**”) is a resident of the state of Georgia and resides in Georgia. Plaintiff Mulville was influenced by Galaxy Gas’s marketing and advertising, which drove purchases. Plaintiff Mulville purchased Galaxy Gas and nitrous oxide products from the following locations, including but not limited to the following Cloud 9 Smoke & Vape store locations: (1) Cloud 9 Smoke & Vape, 3600 Cherokee Street, Suite 114, Kennesaw, Georgia 30144; (2) Cloud 9 Smoke & Vape, 180 Riverstone Parkway, Suite 100, Canton, Georgia 30114; (3) Cloud 9 Smoke & Vape, 2468 Windy Hill Road, Suite 100, Marietta, Georgia 30067; (4) Cloud 9 Smoke & Vape, 9999 Georgia Highway 92, Suite 160, Woodstock, Georgia 30188; (5) Cloud 9 Smoke & Vape, 8610 Roswell Road, Suite 120, Atlanta, Georgia 30350; (6) Cloud 9 Smoke & Vape, 1736 Tuscan Heights Boulevard, Suite 102, Kennesaw, Georgia 30152; (7) Cloud 9 Smoke & Vape, 5020 Allatoona Gateway, Suite 200, Acworth, Georgia 30101; (8) Cloud 9 Smoke & Vape, 3753 Marietta Highway, Suite 115, Canton, Georgia 30114; (9) Cloud 9 Smoke & Vape, 415 Memorial Drive, SE, Atlanta, Georgia 30312; (10) Cloud 9 Smoke & Vape, 155 North Avenue, NE, Atlanta, Georgia 30308; (11) Cloud 9 Smoke & Vape, 710 Holcomb Bridge Road, Suite 240, Roswell, Georgia 30076; (12) Cloud 9 Smoke & Vape, 806 North Highland Avenue, NE, Atlanta, Georgia

30306; (13) Cloud 9 Smoke & Vape, 1451 Oxford Road, NE, Atlanta, Georgia 30307; (14) Cloud 9 Smoke & Vape, 3265 Cobb Parkway NW, Suite 3, Acworth, Georgia 30101; (15) Cloud 9 Smoke & Vape, 6518 Roswell Road, Sandy Springs, Georgia 30328; (16) Cloud 9 Smoke & Vape, 2485 Towne Lake Parkway, Woodstock, Georgia 30189; (17) Cloud 9 Smoke & Vape, 49 South Marietta Parkway, SW, Suite C, Marietta, Georgia 30064; (18) Cloud 9 Smoke & Vape, 1738 Howell Mill Road, Suite A, Atlanta, Georgia 30318; (19) Cloud 9 Smoke & Vape, 744 Noah Drive, Suite 102, Jasper, Georgia 30143; (20) Cloud 9 Smoke & Vape, (21) Cloud 9 Smoke & Vape, 10360 Medlock Bridge Road, Suite E, Johns Creek, Georgia 30097; (22) Cloud 9 Smoke & Vape, 4040 Holcomb Bridge Road, Peachtree Corners, Georgia 300923; (23) Cloud 9 Smoke & Vape, 331 Broad Street, Rome, Georgia 30161; (24) Cloud 9 Smoke & Vape, 806 N. Highland Avenue NE, Atlanta, Georgia 30306; (25) Smoke Zone, 3330 South Cobb Drive SE, Smyrna, Georgia 30080; (26) Smoke World, 3210 Roswell Road NW, Atlanta, Georgia 30305; (27) Free Smoke Vape & Smoke Shop, 4340 Roswell Road NE, Atlanta, Georgia 30342; (28) Xhale City, 2165 Cheshire Bridge Road NE, Atlanta, Georgia 30324; (29) Xhale City, 390 Cobb Parkway SE, Marietta, Georgia 30060; (30) Xhale City, 3205 Canton Road, Marietta, Georgia 30066; (31) Xhale City, 9745 Highway 92, Woodstock, Georgia 30188; and (32) Xhale City, 10450 Medlock Bridge Road, Johns Creek, Georgia 30097. Plaintiff Mulville did not know of Galaxy Gas's

unreasonably dangerous characteristics when he began using Galaxy Gas, nor could he have learned of such characteristics through reasonable diligence. These characteristics were material to Plaintiff Mulville. By omitting the harmful nature of Galaxy Gas, Defendants' wrongful conduct in marketing, promoting, manufacturing, designing, packaging, and selling Galaxy Gas caused or contributed substantially to causing his injuries. Plaintiff Mulville's concrete injury includes the money he paid for Galaxy Gas. Plaintiff Mulville has spent more than \$400,000 on Galaxy Gas nitrous oxide because of Defendants' conduct that led to him purchase Galaxy Gas and then become addicted to it. If Plaintiff Mulville had not been misled by Defendants' conduct and had been fully informed of the risks that Defendants had a duty to disclose, he would not have made any purchases of Galaxy Gas and certainly would not have purchased the quantities he purchased or paid the amount he paid for Galaxy Gas.

26. At all times material hereto, Defendant Galaxy Gas LLC ("Galaxy Gas") is a Georgia limited liability company with its principal place of business in the Northern District of Georgia. At all times material hereto, Galaxy Gas LLC designed, manufactured, packaged, labeled, marketed, advertised, distributed, and sold Galaxy Gas products within the State of Georgia and throughout the United States, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. §

16-13-79(b). Galaxy Gas is a part of a family of companies created by the Amor family, which includes brothers Bensalem Amor, Sammy Amor, Karim Amor, and their parents Khalil Amor and Laila Amor.

27. At all times material hereto, Defendant SBK International LLC (formerly SBK International, Inc.) is a Georgia limited liability company with its principal place of business in the Northern District of Georgia. “SBK” is named after the three Amor brothers, Sammy, Bensalem, and Karim. At all times material hereto, SBK International LLC, marketed, advertised, distributed, and/or sold Galaxy Gas products within the State of Georgia and throughout the United States, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). SBK is a part of a family of companies created by the Amor family.

28. At all times material hereto, Defendant Pluto Brands, LLC (“Pluto Brands”) is a Delaware limited liability company and the owner of Galaxy Gas LLC and other Amor family entities. At all times material hereto, Pluto Brands designed manufactured, packaged, labeled, marketed, advertised, distributed, and/or sold Galaxy Gas products within the State of Georgia and throughout the United States, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). Pluto Brands is a part of a family of companies created by the Amor family.



29. At all times material hereto, Defendant Elite Retail, LLC (“Elite Retail”) is a Delaware limited liability company and the owner of more than forty Cloud 9 Smoke & Vape stores that have marketed and sold Galaxy Gas products. At all times material hereto, Elite Retail is the managing member and owner of individual LLCs for the Cloud 9 Smoke & Vape stores, and Elite Retail marketed, advertised, distributed, and/or sold Galaxy Gas products, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). Elite Retail is a part of a family of companies created by the Amor family.

30. At all times material hereto, Defendant 11SixtySix, LLC (“11SixtySix”) is a Georgia limited liability company and the owner of Pluto Brands and Elite Retail. At all times material hereto, designed, manufactured, packaged, labeled, marketed, advertised, distributed, and sold Galaxy Gas within the State of Georgia and throughout the United States, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). 11SixtySix is a part of a family of companies created by the Amor family.

31. Defendant Bensalem Amor (“Ben Amor”) is a founder and owner or otherwise has a beneficial financial interest in Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, 11SixtySix, LLC

(hereinafter collectively referred to as “the Entity Defendants”) either directly or indirectly through other entities or structures. Bensalem Amor participated in and has knowingly profited from the decision, agreement, and conspiracy to engage in the distribution and sale of Galaxy Gas products through Amor family-related companies including the Entity Defendants, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). Bensalem Amor resides in Woodstock, Georgia.

32. Defendant Sammy Amor (“Sammy Amor”) is a founder and owner or otherwise has a beneficial financial interest in the Entity Defendants either directly or indirectly through other entities or structures. Sammy Amor participated in and has knowingly profited from the decision, agreement, and conspiracy to engage in the distribution and sale of Galaxy Gas products through Amor family-related companies including the Entity Defendants, including knowingly and intentionally to illicit recreational users in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). Sammy Amor resides in Canton, Georgia.

33. Defendant Karim Amor (“Karim Amor”) is a founder and owner or otherwise has a beneficial financial interest in the Entity Defendants either directly or indirectly through other entities or structures. Karim Amor participated in and has

knowingly profited from the decision, agreement, and conspiracy to engage in the distribution and sale of Galaxy Gas nitrous oxide knowingly and intentionally to illicit recreational in furtherance of a conspiracy to violate the Georgia Dangerous Drug Act, O.C.G.A. § 16-13-79(b). Karim Amor resides in Canton, Georgia.

### **III. NON-PARTIES**

34. In addition to selling Galaxy Gas in the Cloud 9 stores, Defendants authorized other retailers, distributors, and individual smoke (the “Smoke Shops”) shops to promote the sale of Galaxy Gas under retail agreements. These retail agreements grant the Smoke Shops the authority to sell Galaxy Gas, but the authorized retailers retain significant autonomy in their business operations. The Smoke Shops manage their own sales, local marketing and advertising, customer service, financial operations (including inventory, financing, and other business expenses), and employees (hiring, training, and managing their staff). A few of the Smoke Shops are mentioned above in Paragraphs 22-23, and 25 as stores where a named Plaintiff purchased Galaxy Gas.

35. Defendants have used several social media platforms, such as Facebook, Instagram, and Youtube, to promote the sale of Galaxy Gas.

### III. FACTUAL ALLEGATIONS

#### A. Background and Overview of Defendants

36. Defendants Bensalem Amor, Sammy Amor, and Karim Amor are the creators of the Cloud 9 Smoke & Vape brand. In 2011, when Bensalem was a freshman in college, his parents Khalil Amor and Laila Amor opened a hookah lounge near his college. They began selling shisha and tobacco in the lounge, and those sales inspired the first Cloud 9 retail smoke shop, which was opened in that same area in early 2012, at 3600 Cherokee Street, Kennesaw, Georgia 30144. Today, there are more than 50 Cloud 9 Smoke & Vape stores across Georgia, and beyond, including Florida, Tennessee, and West Virginia.

37. In addition to founding Cloud 9 retail stores, the Amors have created their own smoke and vape product lines, which are sold in Cloud 9 stores, but also distributed to Smoke Shops across the country and sold online and through e-commerce platforms.

38. To support the distribution of their own product lines, in 2015, the Amors founded SBK International, Inc. which later became SBK International, LLC, named after the three Amor brothers – Sammy, Ben, and Karim. While the Amors have created an array of more than 50 different Cloud 9 legal entities, public filings show that SBK's main warehouse location has acted in some ways as a *de facto* headquarters for the various Amor family entities.

39. During the COVID-19 pandemic, the Amors saw a substantial increase in the sales of nitrous oxide products in their Cloud 9 stores and devised a plan to create their own brand of nitrous oxide. The Amors located a manufacturer in China and Galaxy Gas was born.

40. Around the same time that the Amors decided to create Galaxy Gas, they also decided to restructure the ownership of the various businesses in an attempt to further insulate themselves in multiple corporate layers of ownership. In 2021 and 2022, the Amors had their business/tax attorney form four LLCs: Pluto Brands, Elite Retail, Galaxy Gas, and 11SixtySix. Defendant Pluto Brands, LLC is the Member Manager of Galaxy Gas, LLC, and Defendant Elite Retail, LLC is the Member Manager of each of the LLCs for the individual corporate owned Cloud 9 headshops.<sup>9</sup> Defendant 11SixtySix, LLC is the Member Manager of Defendant Pluto

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<sup>9</sup> Upon information and belief, the individual Georgia LLCs for the Cloud 9 stores owned by Elite Retail include Cloud 9 Smoke Co. 1, LLC, Cloud 9 Smoke Co. 2, LLC, Cloud 9 Smoke Co. 3, LLC, Cloud 9 Smoke Co. 4, LLC, Cloud 9 Smoke Co. 5, LLC, Cloud 9 Smoke Co. 6, LLC, Cloud 9 Smoke Co. 7, LLC, Cloud 9 Smoke Co. 8, LLC, Cloud 9 Smoke Co. 9, LLC, Cloud 9 Smoke Co. 11, LLC, Cloud 9 Smoke Co. 12, LLC, Cloud 9 Smoke Co. 13, LLC, Cloud 9 Smoke Co. 14, LLC, Cloud 9 Smoke Co. 15, LLC, Cloud 9 Smoke Co. 16, LLC, Cloud 9 Smoke Co. 17, LLC, Cloud 9 Smoke Co. 18, LLC, Cloud 9 Smoke Co. 19, LLC, Cloud 9 Smoke Co. 20, LLC, Cloud 9 Smoke Co. 21, LLC, Cloud 9 Smoke Co. 22, LLC, Cloud 9 Smoke Co. 23, LLC, Cloud 9 Smoke Co. 24, LLC, Cloud 9 Smoke Co. 25, LLC, Cloud 9 Smoke Co. 26, LLC, Cloud 9 Smoke Co. 27, LLC, Cloud 9 Smoke Co. 28, LLC, Cloud 9 Smoke Co. 29, LLC, Cloud 9 Smoke Co. 30, LLC, Cloud 9 Smoke Co. 31, LLC, Cloud 9 Smoke Co. 32, LLC, Cloud 9 Smoke Co. 33, LLC, Cloud 9 Smoke Co. 34, LLC, Cloud 9 Smoke Co. 35, LLC, Cloud 9 Smoke Co. 36, LLC,

Brands, LLC and Defendant Elite Retail, LLC. Defendant Bensalem Amor is listed as its Member Manager of Defendant 11SixtySix, LLC. Defendants Galaxy Gas and SBK International share the same principal office address along with *sixty* other related entities.

41. Through the Entity Defendants and other related entities, the Amors designed, manufactured, labeled, marketed, distributed, and sold Galaxy Gas in Cloud 9 stores and other Smoke Shops across the country, as well through online sales and e-commerce platforms. Galaxy Gas became a leader in the burgeoning illicit nitrous oxide market. Upon information and belief, Galaxy Gas grew to a U.S. market share of 30% and revenue on the sale and distribution of Galaxy Gas grew to over \$5 million per month.

42. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, or sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the

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Cloud 9 Smoke Co. 37, LLC, Cloud 9 Smoke Co. 38, LLC, Cloud 9 Smoke Co. 39, LLC, Cloud 9 Smoke Co. 40, LLC, Cloud 9 Smoke Co. 41, LLC, Cloud 9 Smoke Co. 42, LLC, Cloud 9 Smoke Co. 43, LLC, Cloud 9 Smoke Co. 44, LLC, Cloud 9 Smoke Co. 45, LLC, Cloud 9 Smoke Co. 46, LLC, Cloud 9 Smoke Co. 47, LLC, Cloud 9 Smoke Co. 48, LLC, Cloud 9 Smoke Co. 49, LLC, and Cloud 9 Smoke Co. 50, LLC.

design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

43. The Amors have not maintained and respected the legal and financial separateness of the corporate form between the Entity Defendants and the various other interrelated entities they have created that are involved in some way in the designing, manufacturing, packaging, labeling, distributing, marketing, and selling of smoke and vape products, Galaxy Gas nitrous oxide, and drug paraphernalia in Cloud 9 stores, wholesale distribution, and on e-commerce platforms. The Amors have disregarded the separateness of the various corporate entities and made the various entities intermingled instrumentalities for the transaction of their business affairs. Because of the commingling between the entities and unity of interest and ownership, the separate personalities of the various entities and the owners no longer exist. To adhere to the doctrine of corporate entity would promote injustice and protect fraud. As a result, and based on the factual allegations set forth in this Complaint and evidence that will be further established through discovery, this Court

should disregard the separate identity of these related and commingled entities, pierce the corporate veil, and treat Defendants as alter egos of one another for purposes of the claims asserted in this case.

## **B. The Galaxy Gas Deception**

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

45. Nitrous oxide is manufactured and sold for various legitimate 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.

46. But the largest market for food-grade nitrous oxide is not the culinary industry, but rather the illicit market of recreational users that seek to do “whippets,” *i.e.*, inhale the gas to get high.

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

48. Once inhaled, 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>10</sup>

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<sup>10</sup> ALLAN, CAMERON & BRUNO, *supra* note 1.



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

50. Systematic use of nitrous oxide can lead to many long-term physical effects and disorders, including memory loss, vitamin B12 deficiencies, numbness in the hands, feet, and other body parts, neuropathy, limb spasms, loss of muscle control in arms, legs, and other body parts, weakened immunity, periodontal disease, vascular injuries, and disruption to the reproductive system.

51. Systematic use of nitrous oxide can lead to many long-term mental health disorders, including depression, addiction, anxiety, psychological dependency, and psychosis.

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

53. Nitrous oxide, when in liquid form, can cause severe burns, scarring, and frostbite to the skin and any contact areas.

54. While culinary users of nitrous oxide typically purchase it through restaurant supply distributors and retailers, those seeking to inhale it and get high

can find nitrous oxide, including Galaxy Gas, being sold in smoke and vape shops and convenience stores that sell smoke and vape products.

55. The proliferation of nitrous oxide being sold alongside smoke and vape products has fostered a well-documented and publicized surge in illicit recreational use of nitrous oxide in recent years. This surge has created a booming illicit market that has been exploited by Defendants to the great harm of Plaintiffs, the Class, and the public at large.

56. 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.

57. There have been numerous studies, reports, and articles addressing the concern of the increase in recent years of the recreational use of nitrous oxide, and how it has been fueled by social media and the exploitation of this illicit market by those manufacturing and selling nitrous oxide (under the pretense of being for culinary use).

58. In September 2022, the International Journal of Environmental Research and Public Health published a peer review article entitled “A Systematic Review of Recreational Nitrous Oxide Use: Implications for Policy, Service Delivery and Individuals.”<sup>11</sup> This article addressed the increasing recreational use of

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<sup>11</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9517250/>

nitrous oxide especially among young people, the need to raise awareness, and discussion of harm-reduction strategies.<sup>12</sup>

59. In November 2022, the European Monitoring Centre for Drugs and Drug Addiction issued a report entitled “Recreational use of nitrous oxide: a growing concern for Europe.”<sup>13</sup> The report explains that the surge in recreational use of nitrous oxide is “in part . . . linked to the recent availability of larger cylinders of the gas that deliberately target the recreational market – making nitrous oxide significantly cheaper and promoting broader, more regular and heavier use.”<sup>14</sup>

60. Galaxy Gas primarily sold its nitrous oxide in tanks of 375g, 580g, 615g, 700g, 1365g, and 2000g in size, although to a lesser extent, it was also available in 8g chargers.

61. Galaxy Gas tanks are not sold alongside food and culinary products, but rather are typically next to smoke and vape products and drug paraphernalia, clearly promoting its intended illicit use.

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<sup>12</sup> *Id.*

<sup>13</sup> [https://www.emcdda.europa.eu/system/files/publications/14934/20225054\\_PDF\\_TD0922561ENN\\_002.pdf](https://www.emcdda.europa.eu/system/files/publications/14934/20225054_PDF_TD0922561ENN_002.pdf).

<sup>14</sup> *Id.* See also “No laughing matter – new report shows rise in recreational use of nitrous oxide,” [https://www.euda.europa.eu/media-library/instagram-post-new-report-shows-rise-recreational-use-nitrous-oxide\\_en](https://www.euda.europa.eu/media-library/instagram-post-new-report-shows-rise-recreational-use-nitrous-oxide_en)

62. In the packaging with the tank, Galaxy Gas provides a simple, plastic nozzle that screws on to the tank and operates either as a mouthpiece (to inhale directly from the tank) or to fill a balloon:

15



63. Neither the nozzles nor balloons have any functionality for using Galaxy Gas to make whipped cream or any other culinary purpose. Rather, they are instruments that facilitate illicit use.

64. Defendants knew of the purposes and common use of Galaxy Gas as a nitrous oxide inhalant. The recreational use of nitrous oxide from Galaxy Gas has been widely advertised and published among influencers on social media and professional news outlets.

65. A recent Rolling Stone article cited a former SBK International

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<sup>15</sup> These photos are from the New York Magazine article concerning Galaxy Gas and can be found at <https://nymag.com/intelligencer/article/galaxy-gas-flavored-nitrous-oxide-drug-epidemic.html>

employee, who remembers overhearing calls that were coming into the Galaxy Gas customer support line from people who “couldn’t form complete sentences” and were evidently using the nitrous oxide tanks recreationally.<sup>16</sup> The former employee believes that the majority of the employees in the SBK office knew Galaxy Gas was primarily being used illicitly “to the point that some of these calls were on speakerphone and people were laughing at it.”

66. At all times material, Defendants designed, manufactured, assembled, inspected, tested (or not), packaged, marketed, advertised, promoted, supplied, distributed, and/or sold Galaxy Gas nitrous oxide.

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

68. Defendants not only have actual knowledge that the vast majority of the demand for Galaxy Gas is for illicit use, but the illicit market is the only reason they chose to create Galaxy Gas. It was created specifically for the illicit market after the Amors recognized the demand for nitrous oxide from smoke and vape customers.

69. Defendants’ scienter is shown by a plethora of evidence. Below are just some of the examples.

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<sup>16</sup> <https://www.rollingstone.com/culture/culture-features/inside-the-rise-and-fall-of-galaxy-gas-1235212375/>

70. First, Defendants have focused on marketing and selling large tanks of Galaxy Gas. These large tanks of Galaxy Gas are not suitable for culinary use. They contain more gas than anyone could reasonably use to make whipped cream. By comparison, those making whipped cream or other culinary use of nitrous oxide typically use a whipped-cream charger with a standard capacity of 7.8 grams of nitrous oxide. By comparison, a single 3.3-liter tank of Galaxy Gas contains approximately 2,000 grams of nitrous oxide – *over 250 times more than a charger*. And Defendants were aware that smoke and vape shop customers often purchased multiple tanks at a time.





71. Second, one or two mouthpieces are included in the box with every tank of Galaxy Gas. Simply screwing the plastic mouthpiece nozzle to the top of the tank creates a valve to release the gas into your mouth. Alternatively, a user can use the same nozzle to quickly and easily fill a balloon and then inhale from the balloon. These nozzles are for the illicit user as they have no purpose or utility for a culinary user. By selling tanks with screw-on mouthpieces, Galaxy Gas allowed illicit users an immediate and long-lasting free flow of gas without the need for boxes of chargers and a whipped cream dispenser. By contrast, tanks make it harder to actually make whipped cream. Unlike a charger that fits into a whipped cream dispenser, a tank has no way to directly connect to a whipped cream dispenser. So to make whipped cream, another piece of equipment – a special pressure regulator – is required to serve as a gas line between the tank and the whipped cream dispenser.



72. Third, the branding, labeling, and marketing is unmistakably aimed at the illicit recreational user. The name itself, Galaxy Gas, is an obvious play on the idea of getting high, is consistent with the euphoric, floating sensation felt when inhaling nitrous oxide, and has no culinary connotation. The packaging is colorful and psychedelic, unlike anything typical seen in the culinary supply industry, but very much in common with the packaging and marketing of products sold in smoke and vape shops.

73. Fourth, Galaxy Gas is marketed to attract the illicit user, not the culinary user. For example, a Galaxy Gas ad from early 2024 bore the caption, “Anytime is Party time!” As another example, Karim Amor stood next to a table piled high of Galaxy Gas in a video taken at a Las Vegas smoke shop trade show, declaring: “I know y’all been waiting for that restock, man. . . . We’re showing off all the new flavors: We got strawberry, blueberry mango, blue razz, dude! Whatever flavor you can think of, your heart imagines, bro, we go it, bro.”<sup>17</sup> A version of the video featured an astronaut holding two weed leaves. Defendants’ marketing unabashedly targets the illicit user.

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<sup>17</sup> <https://nymag.com/intelligencer/article/galaxy-gas-flavored-nitrous-oxide-drug-epidemic.html>. Primarily through interviews of former employees, this New York Magazine article entitled “*The Next Drug Epidemic is Blue Raspberry Flavored: How Galaxy Gas Became the Face of Nitrous Oxide for Teens*,” (published Jan. 6, 2025), details the Amors’ creation of Galaxy Gas, the flagrancy of their knowledge and intent to exploit the illicit market, and vividly illustrates the impact and harm it caused to customers.



74. Fifth, Defendants target distribution to smoke and vape stores and convenience stores that sell smoke and vape products, and therefore, Galaxy Gas primarily sits on a retail shelf alongside drug paraphernalia and smoke and vape products. This is not where professional chefs or even amateur cooks go to buy nitrous oxide for making whipped cream. Rather, these are stores frequented by those seeking to get high. The channel of distribution and manner of sale underscore what is plainly obvious – that Defendants not only knew, but intended and sought for Galaxy Gas to be marketed to and purchased by illicit users and addicts, not chefs seeking to make whipped cream or infuse food or drinks. That was the business plan.

75. Sixth, in a move that increased market share and addiction, Galaxy Gas introduced various “flavors” including Fruit Punch, Watermelon Lemonade, Mango Smoothie, Blueberry Mango, Blue Raspberry, Strawberry Cream, Tropical Punch, and Vanilla Cupcake. The flavors add a pleasing fragrance that can be “tasted” while inhaling the gas. Like the nozzles provided with the tanks, the flavors have no culinary utility. The flavors are indiscernible when using the gas to make whipped cream or infuse beverages like a cold brew coffee. While Defendants attempted to promote the use of flavored Galaxy Gas for culinary applications, this is nothing more than a ruse. The flavors have no meaningful culinary application. Galaxy Gas introduced flavors to serve only one purpose – to entice and hook their customer base of illicit recreational users and turn occasional users into addicts. And it worked.

76. Seventh, in these Cloud 9 and other Smoke Shops, customers can request and obtain balloons or additional mouthpieces when purchasing Galaxy Gas. Defendants were aware of this and authorized it. The only reason to ask for a balloon or additional mouthpiece nozzle would be to aid in the illicit recreational use of the Galaxy Gas.

77. Eighth, Galaxy Gas offers a rewards program that provides discounts and promotions to repeat customers and encourages repeat purchases. A large tank of Galaxy Gas would provide an abundance of whipped cream to a baker, mixologist, or barista. By comparison, an illicit recreational user addicted to Galaxy Gas can go through multiple tanks in a single day. Through the rewards program, Defendants made Galaxy Gas more addictive and encouraged and incentivized addictive behavior.

78. Ninth, after being presented with first-hand direct evidence of illicit users purchasing Galaxy Gas from their own Cloud 9 headshops, Defendants continued to sell Galaxy Gas to these customers. Cloud 9 employees report that customers were sitting in the parking lot inhaling Galaxy Gas after purchasing it. Some addicts would have family members come to Cloud 9 stores and beg employees not to sell it to their addicted loved one. Employees would witness other repeat customers coming in unable to speak clearly or hunched over in a manner consistent with prolonged illicit use. Bensalem, Sammy, and Karim were personally

aware of these types of repeated occurrences, and it became a major concern for many Cloud 9 employees. But rather than directing employees to use their own instincts and discretion to not sell Galaxy Gas to anyone they believed to be seeking to inhale it, management at the direction of Bensalem, Sammy, and Karim made clear that Galaxy Gas should be sold to anyone as long as they did not use the term “whippets.” Defendants were only concerned about their own legal liability and did not want to miss an illicit sale.

79. Tenth, Defendants have designed, marketed, and sold Galaxy Gas-logged sleeves to fit around tanks of Galaxy Gas so that illicit users can avoid frostbite from the tanks as they hold them while inhaling from the tanks. A culinary user connects the tank to a pressure regulator. The only user holding the tank and needing a sleeve is the illicit user.

80. Eleventh, Defendants capitalized on a social media presence and trending on TikTok and other platforms where customers, especially younger people, saw hip hop artists and others glorifying doing whippets with Galaxy Gas, and at least one such video, Rudekays 2024 video for his song “Whippets” was partially filmed inside a Cloud 9 store, and appears to be some kind a promotional video for Galaxy Gas and its illicit use.

81. Twelfth, sheer sales volume alone – in retail locations not known to be frequented by chefs and bakers – make it clear that Galaxy Gas was being primarily

purchased by illicit users.

82. Thirteenth, Galaxy Gas employees even mocked their own disclaimers online. One example is in the comments to one of Galaxy Gas' own YouTube videos. Galaxy Gas responds to a commenter's likely rhetorical question of "What does people use these for?," by using exclamations and the grinning emoji to poke fun at the official disclaimer response with: Whip cream infusions!!! 😊



@eda.2332 1 year ago

What do people use these for?



6



Reply



• 10 replies



@Dewey\_Boondye420 1 year ago

making whip cream



7



Reply



@mrfoodskater 1 year ago

Getting high as hell



33



Reply



@jpistol3721 1 year ago

To get fucked up shits fire asf tbh



5



Reply



@galaxygasculinarysupplies 1 year ago

Whip cream infusions!!! 😊



6



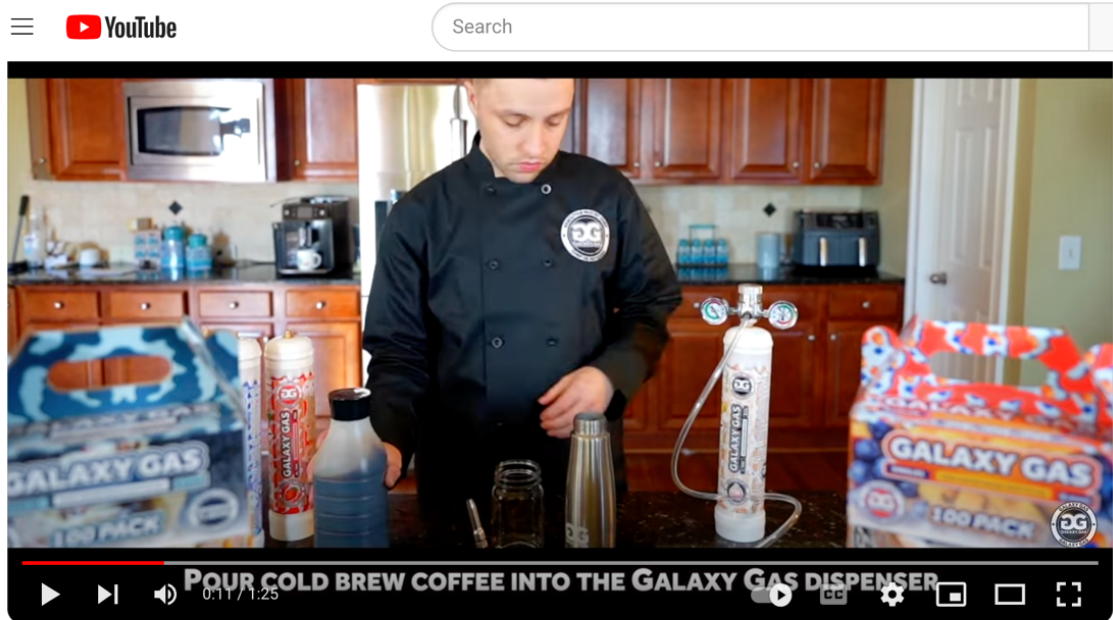
Reply



@eda.2332 1 year ago

I feel like people are messing with me.

83. To further promote its “for culinary purposes only” disclaimers, Galaxy Gas has posted recipes on its website and created videos to show how the nitrous oxide can be used for whipped cream infusions. Commenters to the videos recognize the ruse. As one example in response to a video showing how to infuse cold brew, a commenters applauds the lengths Galaxy Gas has gone to give the appearance of a legitimate product, while noting this is “*not fooling anyone.*”



Galaxy Gas Vanilla Cupcake Nitro Cold Brew With Our Nitrous Oxide Infusion Tanks



@jgetscensored7837 1 year ago

This guy really went the extra mile to market this as a legitimate product. He's not fooling anyone.

Use safely kids.



Reply



@applesyo 1 year ago

Man try's to make a legit product and everyone wants to get Hugh with it

👍 4 💬 Reply

^ 2 replies



@justachipofftheiceberg6313 1 year ago

He dont care more money for him

👍 1 💬 Reply



@enjoie62137 8 months ago

Haha, new to the drug game? They're making these ads to make it LOOK like people aren't gonna inhale that shit. They 100%, know what they're doing.

👍 1 💬 Reply



@zamemianteneyck2395 8 months ago

Haha like anyone actually cooks with these

👍 1 💬 Reply



@moosestubbings1853 1 year ago

Ice Cold Phattiez

👍 💬 Reply



@Susweca5569 1 year ago

I remember in the seventies and eighties, you had to have a business license to buy nitrous oxide... and it had to be a business with a legitimate use for it.

👍 2 💬 Reply

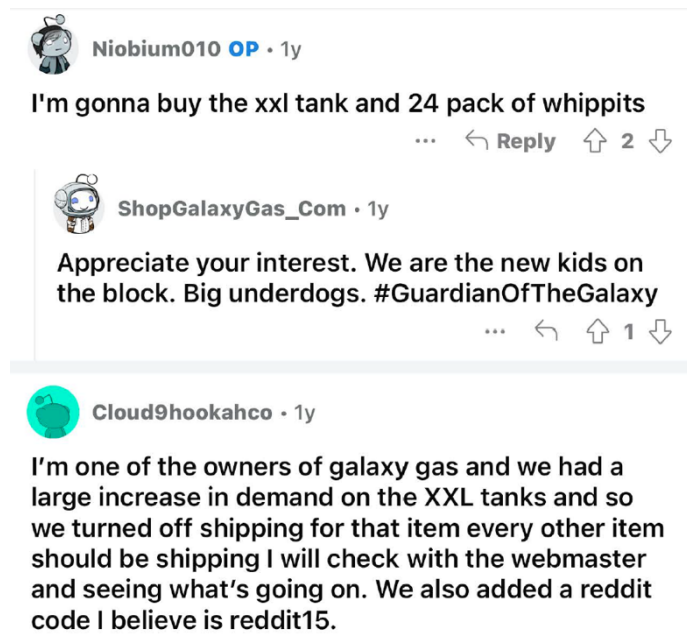
^ 2 replies



@deep-fried-zombie699 1 year ago

Yeah, we should get back to that.. This is going to ruin a bunch of kids lives but you know 🤔

84. Posts on Reddit further show Defendants' scienter concerning their knowing exploitation of illicit use. After a user posts to Galaxy Gas' Reddit page using the illicit term "whippits," Galaxy Gas thanks the customer, and then Reddit user "Cloud9hookahco" states that he is one of the "owners of galaxy gas" and provides further assistance.



85. Paragraphs 70-84 set forth only some of the facts showing that Galaxy Gas was knowingly and intentionally manufactured, labeled, marketed, distributed, and sold for illicit recreational use, and that the package disclaimers were nothing more than attempts at legal cover and plausible deniability. Any suggestion to the contrary defies all common sense and logic. While the Amors are not the first to seek to capitalize on the illicit market, perhaps no bad actor that preceded them has been quite so unabashed, flagrant, or immediately successful.

**C. Mail and Wire Fraud (18 U.S.C. §§ 1341, 1343)**

86. Defendants by and through their respective enterprise(s) have engaged in the following acts of racketeering, as defined by 18 U.S.C. § 1961(1):

87. Defendants by and through their enterprises have engaged in a systematic and ongoing scheme with the intent to defraud, and/or deceive Plaintiffs and Class Members (collectively referred to herein as “victims”). Defendants knowingly devised and/or knowingly participated in a scheme or artifice to defraud the victims or to obtain the money or property of the victims by means of false or fraudulent pretenses or representation in violation of 18 U.S.C. §§ 1341, 1343.

88. Defendants’ business practices described above are contrary to public policy or fail to measure up to the reflection of moral uprightness, of fundamental honesty, fair play and right dealing in the general and business life of members of society in violation of 18 U.S.C. §§ 1341, 1343.

89. Defendants could foresee that the U.S. Mail and/or interstate wires would be used “for the purpose of” advancing, furthering, executing, concealing, conducting, participating in or carrying out the scheme, within the meaning of 18 U.S.C. §§ 1341, 1343.

90. Defendants acting singly and in concert, personally and through their enterprises, used the U.S. Mail or interstate wires or caused the U.S. Mail or interstate wires to be used “for the purpose of” advancing, furthering, executing,



concealing, conducting, participating in, or carrying out a scheme to defraud the victims, within the meaning of 18 U.S.C. §§ 1341, 1343.

91. By way of example, Defendants caused the U.S. Mail and interstate wires to deliver communications, including but not limited to the following communications, that furthered and facilitated their scheme to defraud:

- a. Communications and documents (such as emails, purchase agreements, financing terms, inventory lists, purchase orders, invoices, sales receipts) to further and facilitate the sale of every tank of Galaxy Gas;
- b. User manuals, instruction booklets, or employee training or policy documents regarding Galaxy Gas;
- c. All telephone conversations or email exchanges between any of the Defendants and any employees of any of Defendants or any Cloud 9 Smoke & Vape stores concerning Galaxy Gas;
- d. All telephone conversations or email exchanges between the Defendants' customer service centers and any Plaintiff or other class member concerning Galaxy Gas;
- e. All electronic or mailed communications among or between Defendants, victims, and the FDA regarding Galaxy Gas;
- f. All blogs and other websites where consumers have discussed and sought information regarding Galaxy Gas;
- g. All complaints submitted to the FDA by victims and/or Class Members regarding Galaxy Gas;
- h. Communications between Plaintiffs and other Class Members regarding Galaxy Gas.

92. All of the wire communications described above crossed interstate and international borders by reason of the technology used to transmit the communications.

93. It is not possible for Plaintiffs to plead with particularity all instances of mail or wire fraud that advanced, furthered, executed, and concealed the schemes because the particulars of many such communications are within the exclusive control and within the exclusive knowledge of Defendants and other presently unknown individuals. For example, Defendants used the mail and wires to, among other things, market Galaxy Gas while failing to disclose material information regarding its qualities that were dangerous and designed to make it addictive, and to internally discuss and acknowledge awareness that it was being purchased for illicit use, and to strategize about efforts to conceal from illicit users the dangerous and addictiveness of Galaxy Gas.

94. Plaintiffs reasonably expect that Defendants will be able to produce records of communication with all Plaintiffs and Class Members.

95. Each and every use of the U.S. Mail and interstate wires described above was committed by Defendants with the specific intent to defraud the victims or to obtain the property of the victims by means of false or fraudulent pretenses, representations, or promises. Defendants' acts of mail and wire fraud in violation of 18 U.S.C. §§ 1341, 1343 constitute racketeering activity as defined by 18 U.S.C.

§ 1961(1)(B).

96. As set forth above, Plaintiffs and other Class Members relied on Defendants' explicit or implicit fraudulent representations and/or its fraudulent omissions set forth above.

#### **IV. CLASS ALLEGATIONS**

97. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Federal Rules of Civil Procedure, Rules 23(a), 23(b)(2), and/or 23(b)(3).

**Nationwide Class:**

All persons or entities in the United States who purchased Galaxy Gas products.

98. In the alternative to the Nationwide Class, and pursuant to Federal Rules of Civil Procedure, Rule 23(c)(5), Plaintiffs seek to represent the following individual state subclasses:

**Georgia Subclass**

All persons or entities who purchased Galaxy Gas products in the State of Georgia.

**District of Columbia Subclass:**

All persons or entities who purchased Galaxy Gas products in the District of Columbia.

**South Carolina Subclass:**

All persons or entities who purchased Galaxy Gas products in the State of South Carolina.

**Virginia Subclass:**

All persons or entities who purchased Galaxy Gas products in the State of Virginia.

(Collectively, the “State Classes”).

99. Together, unless otherwise noted, the Nationwide Class, and the State Classes shall be collectively referred to herein as the “Class.” Excluded from the Class are Defendants, its affiliates, employees, officers and directors, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions based on discovery and further investigation and any addition of parties.

100. **Numerosity:** Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the Defendants’ sole possession and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that millions of Galaxy Gas products have been sold and leased in states that are the subject of the Class.

101. **Existence and Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to, whether:

- a. The Galaxy Gas products were sold with the knowledge and intent that they would be primarily purchased by illicit users who sought to inhale the nitrous oxide to get high;
- b. the Galaxy Gas products were sold with addictive and harmful properties, and any and all related consequences of consumption;
- c. the addictive and harmful properties of Galaxy Gas is common to all or some of the Galaxy Gas products;
- d. Defendants knowingly failed to disclose the existence of addictive nature of Galaxy Gas products and its harmful consequences;
- e. Defendants conduct violates the consumer protection statutes and the other statutes asserted herein;
- f. a reasonable consumer would consider the addictive nature of Galaxy Gas products and its consequences to be material;
- g. Defendants should be required to disclose the addictive nature of Galaxy Gas products and its consequences;
- h. Defendants' conduct violates the statutory and common-law provisions set forth in this Complaint;
- i. as a result of Defendants' material omissions as to the true risks related to the Galaxy Gas products, Plaintiffs and members of the Class have suffered ascertainable loss of monies and/or property and/or value; and
- j. Plaintiffs and Class Members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

102. **Typicality:** All of Plaintiffs' claims are typical of the claims of the Class because Plaintiffs purchased the Galaxy Gas products with the same addictive

and harmful properties as other Class Members. Furthermore, Plaintiffs and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct. Plaintiffs advance the same claims and legal theories on behalf of themselves and all absent Class Members.

103. **Adequacy:** Plaintiffs adequately represent the Class because their interests do not conflict with the interests of the Class they seek to represent, they have retained counsel who are competent and highly experienced in complex class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs and their counsel are well-suited to fairly and adequately protect the interests of the Class.

104. **Superiority:** A class action is superior to all other available means of fairly and efficiently adjudicating the claims brought by Plaintiffs and the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for Class Members on an individual basis to effectively redress the wrongs done to them. Even if Class Members could afford such individual litigation, the courts cannot. Individualized litigation presents potential for inconsistent or contradictory judgments. Individualized litigation also increases the delay and expense to all

parties and to the court system, particularly where the subject matter of the case may be technically complex. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, individual Class Members can be readily identified and notified based on, *inter alia*, Defendants' sales records and database of complaints.

105. Defendants have acted, and/or refused to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

106. **Jurisdictional Amount:** This action meets the jurisdiction amount under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) and (6), because as alleged in Paragraph 19, the amount of damages sought on behalf of the putative class exceeds \$5,000,000.00. The putative class consists of tens of thousands of class members who seek to recover for the costs of purchasing Galaxy Gas and other further relief as described in this Complaint.

#### **TOLLING OF THE STATUTES OF LIMITATION**

107. **Discovery Rule.** Plaintiffs and the Class Members' claims cannot accrue until discovery of the dangerous consequences of the use of Galaxy Gas products. While Defendants knew and concealed the potential consequences of such

use, Plaintiffs and the Class Members could not and did not discover these dangers through reasonable diligence.

108. **Active Concealment Tolling.** Any statutes of limitations are tolled by Defendants knowing and active concealment from Plaintiffs and the Class Members of the defects and risks associated with the Galaxy Gas products. Defendants kept Plaintiffs and the Class Members ignorant of information showing that Galaxy Gas products caused their injuries and/or sequelae thereto. Through their ongoing affirmative misrepresentations and omissions (the full extent of which are known only to Defendants), Defendants committed continual tortious and fraudulent acts. Plaintiffs and the Class Members did not suspect and had no reason to suspect Galaxy Gas caused their injuries and/or sequelae thereto prior to the filing of this action.

109. **Estoppel.** Defendants were and are under a continuous duty to Plaintiffs and the Class Members to disclose the true character of the Galaxy Gas products. At all relevant times, Defendants knowingly, affirmatively, and actively concealed the true character, quality, nature, and risk of the Galaxy Gas products. Plaintiffs and the Class Members reasonably relied upon Defendants' silence as to the Defect, which Defendants intended. Accordingly, Defendants should be estopped from relying upon on any statutes of limitations defense in this action.



110. **Equitable Estoppel.** Defendants took active steps to conceal that the Galaxy Gas products were dangerous and defective. The details of Defendants' efforts to conceal their unlawful conduct are in its exclusive possession, custody, and control. When Plaintiffs learned about material information, he exercised due diligence by investigating the situation, retaining counsel, and pursuing his claims. Accordingly, all applicable statutes of limitations are tolled under the doctrine of equitable tolling.

## V. CAUSES OF ACTION

### COUNT I

#### **VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. § 1962(c) and § 1964(c)**

#### **(By Plaintiffs on behalf of the Nationwide Class)**

111. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

112. Count I is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and it is asserted against each of the Defendants.

113. Defendants Bensalem Amor, Sammy Amor, and Karim Amor are the creators of Galaxy Gas and the founders of the Entity Defendants, which are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information

and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. While discovery is required to reveal the specific roles of each of these interrelated Amor-family companies, it is clear that all Defendants were part of a conspiracy to profit, and in fact did profit, from the knowing and intentional distribution and sell of Galaxy Gas nitrous oxide to illicit recreational users who inhale the gas to get high.

### **Defendant Persons / Enterprises**

114. Defendants, and the Smoke Shops (or any subset or combination of this group) constitute an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) & 1962(c), in that they are “a group of individuals associated in fact” (hereinafter referred to as the “Galaxy Gas Enterprise”).

- a. The members of the Galaxy Gas share the common purpose of (among others) concealing the Defect, defrauding Plaintiffs and all Class Members, and otherwise advancing the legitimate business interests of Defendants.
- b. The members of the Galaxy Gas Enterprise are related in that they are all involved in the design, production, promotion, sale of Galaxy Gas.

- c. The Galaxy Gas Enterprise possesses sufficient longevity for its members to carry out their purpose(s) in that the Galaxy Gas Enterprise has operated since at least 2021 and continues to operate to this day.

115. Defendants, and the Smoke Shops are each a “person,” within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who individually conducted, participated in, engaged in, and operated and managed the affairs of the Galaxy Gas Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c). Said pattern of racketeering activity consisted of, but was not limited to, the acts of mail and wire fraud alleged in Paragraphs 86-96, *supra*.

116. In the alternative to the enterprise alleged in Paragraph 114, *supra*, the Smoke Shops (or any subset or combination of this group) constitute an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) & 1962(c), in that they are “a group of individuals associated in fact” (hereinafter referred to as the “Smoke Shops Enterprise”):

- a. The members of the Smoke Shops Enterprise share the common purpose of (among others) concealing the Defect, defrauding Plaintiffs and all Class Members, and otherwise advancing the legitimate business interests of Defendants.
- b. The members of the Smoke Shops Enterprise are related in that they are all involved in the promotion, sale of Galaxy Gas.
- c. The Smoke Shops Enterprise possesses sufficient longevity for its members to carry out their purpose(s) in that the Smoke Shops

Enterprise has operated since at least 2010 and continues to operate to this day.

117. Defendants are each a “person,” within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who individually conducted, participated in, engaged in, and operated and managed the affairs of the Smoke Shops Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c). Said pattern of racketeering activity consisted of, but was not limited to, the acts of mail and wire fraud alleged in Paragraphs 86-96, *supra*.

118. In the alternative to the enterprise alleged in Paragraphs 114 and 116, *supra*, Defendants, Facebook, Instagram, and Youtube (or any subset or combination of this group) constitute an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) & 1962(c), in that they are “a group of individuals associated in fact” (hereinafter referred to as the “Promotion Enterprise”):

- a. The members of the Promotion Enterprise share the common purpose of (among others) concealing the Defect, defrauding Plaintiffs and all Class Members, and otherwise advancing the legitimate business interests of Defendants Galaxy Gas LLC and SBK.
- b. The members of the are Enterprise are related in that they are all involved in the promotion of Galaxy Gas.
- c. The Promotion Enterprise possesses sufficient longevity for its members to carry out their purpose(s) in that the Promotion Enterprise has operated since at least 2010 and continues to operate to this day.

119. Defendants are each a “person,” within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who individually conducted, participated in, engaged in, and operated and managed the affairs of the Promotion Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c). Said pattern of racketeering activity consisted of, but was not limited to, the acts of mail and wire fraud alleged in Paragraphs 86-96, *supra*.

120. At all relevant times, the enterprises alleged herein were engaged in, and their activities affected interstate commerce and foreign commerce.

#### **Pattern of Racketeering Activity**

121. All of the acts of racketeering described herein were related so as to establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c), in that their common purpose was to conceal the Defect and/or defraud Plaintiffs and other Class Members; their common result was to conceal the Defect and/or defraud Plaintiffs and other Class Members; Plaintiffs and all other Class Members are the victims of Defendants’ schemes to defraud; Defendants, through their agents or enterprises described above, directly or indirectly, participated in all of the acts and employed the same or similar methods of commission; and the acts of racketeering were otherwise interrelated by distinguishing characteristics and were not isolated events.

122. All of the acts of racketeering described herein were continuous so as to form a pattern of racketeering activity in that Defendants Galaxy Gas LLC and SBK have engaged in the predicate acts for a substantial period of time and/or Defendants' acts of racketeering have become a regular way in which Defendants do business and project into the future with a threat of repetition.

123. As a direct and proximate result of, and by reason of, the activities of Defendants and their conduct in violation of 18 U.S.C. § 1962(c), Plaintiffs and all Class Members were injured in their business or property, within the meaning of 18 U.S.C. § 1964(c). Plaintiffs' and Class Members damages include, but are not limited to:

- a. Purchase of Galaxy Gas;
- b. Overpayment of Galaxy Gas;
- c. Galaxy Gas with an undisclosed safety defect; and
- d. Other, ongoing out-of-pocket and loss-of-use expenses.

124. Plaintiffs and All Class Members are, therefore, entitled to recover threefold the damages sustained, as well as injunctive/equitable relief, together with the cost of the suit, including costs, reasonable attorneys' fees and reasonable experts' fees.

**COUNT II**  
**VIOLATION OF THE GEORGIA RACKETEER INFLUENCED AND**  
**CORRUPT ORGANIZATIONS ACT, O.C.G.A. § 16-4-1, *et seq.***

**(By Plaintiffs on behalf of the Nationwide Class,  
and in the Alternative, the Georgia Subclass)**

125. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

126. Count II is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the Georgia Subclass, and it is asserted against each of the Defendants.

127. With respect to nitrous oxide, the Georgia Dangerous Drug Act provides: “Any person who distributes or possesses with the intent to distribute nitrous oxide for any use other than for a medical treatment prescribed by the order of a licensed medical practitioner [or] for food preparation in a restaurant, for food service, or in household products . . . shall be guilty of a felony.” O.C.G.A. § 16-13-79(c)&(d).<sup>18</sup>

128. As alleged more fully throughout this Complaint including but not limited to Paragraphs 70-84, Defendants knowingly and intentionally designed,

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<sup>18</sup> To be clear, there is one other exception for industrial grade nitrous oxide, but it must “only be sold when mixed with not less than 100 parts per million sulfur dioxide and used as a fuel additive for combustion engines or when used in industrial laboratory equipment.” O.C.G.A. § 16-13-71(c)(16). Galaxy Gas is not industrial grade nitrous oxide.

marketed, distributed, and sold Galaxy Gas for the illicit market of recreational users who sought to inhale the gas to get high.

129. Defendants Bensalem Amor, Sammy Amor, and Karim Amor are the creators of Galaxy Gas and the founders of the Entity Defendants, which are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. While discovery is required to reveal the specific roles of each of these interrelated Amor-family companies, it is clear that all Defendants were part of a conspiracy to profit, and in fact did profit, from the knowing and intentional distribution and sell of Galaxy Gas nitrous oxide to illicit recreational users who inhale the gas to get high.



130. By distributing or possessing with the intent to distribute Galaxy Gas nitrous oxide for purposes not permitted under O.C.G.A. § 16-13-79, Defendants' conduct violated the Georgia Dangerous Drug Act.

131. Because Each Defendant's conduct was in furtherance of a conspiracy to violate the Dangerous Drug Act, such conduct constitutes racketeering actionable under the Georgia RICO Act.

132. The Georgia RICO Act provides:

- (a) It shall be unlawful for any person, through a pattern of racketeering activity or proceeds derived therefrom, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise, real property, or personal property of any nature, including money.
- (b) It shall be unlawful for any person employed by or associated with any enterprise to conduct or participate in, directly or indirectly, such enterprise through a pattern of racketeering activity.
- (c) It shall be unlawful for any person to conspire or endeavor to violate any of the provisions of subsection (a) or (b) of this Code section. A person violates this subsection when:
  - (1) He or she together with one or more persons conspires to violate any of the provisions of subsection (a) or (b) of this Code section and any one or more of such persons commits any overt act to effect the object of the conspiracy; or
  - (2) He or she endeavors to violate any of the provisions of subsection (a) or (b) of this Code section and commits any overt act to effect the object of the endeavor.

O.C.G.A. § 16-14-4 ("Prohibited Activities").

133. A violation of the Dangerous Drug Act is among the more than forty categories of offenses that may constitute “racketeering activity” under the Georgia RICO Act. *See* O.C.G.A. § 16-14-3(5)(A)(xxxv).

134. As pertinent here, a “pattern of racketeering activity” means “[e]ngaging in at least two acts of racketeering activity in furtherance of one or more incidents, schemes, or transactions that have the same or similar intents, results, accomplices, victims, or methods of commission or otherwise are interrelated by distinguishing characteristics and are not isolated incidents. . .” O.C.G.A. § 16-14-3(4).

135. Each Defendant violated O.C.G.A. § 16-14-4(a) by acquiring or maintaining, directly or indirectly, an interest in money through a pattern of racketeering activity. Each Defendant did so by receiving, directly or indirectly, revenue and profits traceable to the knowing and intentional illicit sale of Galaxy Gas.

136. Each Defendant violated O.C.G.A. § 16-14-4(b) by being employed or associated with an enterprise to, directly or indirectly, conduct and participate in such enterprise through a pattern of racketeering activity.

137. Each Defendant violated O.C.G.A. § 16-14-4(c) by conspiring to acquire money through a pattern of racketeering activity in violation of O.C.G.A. § 16-14-4(a).

138. Each Defendant knowingly and willingly joined a conspiracy which contained a common plan or purpose to commit two or more acts of racketeering activity, through which an interest in and control of money would be acquired and maintained, either directly or indirectly.

139. Each Defendant also individually violated O.C.G.A. § 16-14-4(c) by endeavoring to violate O.C.G.A. § 16-14-4(a) by acquiring or maintaining, directly or indirectly, an interest in and control of money through a pattern of racketeering activity.

140. Each Defendant committed acts of racketeering activity and overt acts in furtherance of their individual endeavors and the conspiracy.

141. The acts committed by the participants in the conspiracy number in the tens of thousands, if not more.

142. The conduct in violation of the Georgia RICO Act in which each Defendant participated, by committing acts of racketeering activity or overt acts, continued to within four years of the filing of this action.

143. Upon information and belief, the conduct of Defendants in violation of O.C.G.A. § 16-14-4 has not terminated.

144. Plaintiffs are entitled to civil remedies under O.C.G.A. § 16-14-6 of the Georgia RICO Act.

145. Plaintiffs and the Class Members have suffered substantial economic, physical, emotional, and psychological harm and other damages as a direct and proximate result of the violations of Georgia RICO committed by Defendants. Specifically, among other damages, all of the money Plaintiffs and the class paid for tanks of Galaxy Gas nitrous oxide constitutes financial harm that was the direct and proximate result of Defendants' RICO conspiracy to sell Galaxy Gas nitrous oxide for illicit use in violation of the Georgia Dangerous Drug Act. Each of the named Plaintiffs has standing to bring this claim as they are direct victims who suffered financial and other harm as a direct and proximate result of Defendants' RICO conspiracy.

146. Defendants are liable to Plaintiffs and the Class Members for three times their damages in an amount to be proven at trial, their attorneys' fees, and the costs of investigation and litigation.

147. The wrongful actions of Defendants constitute willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences, rendering them liable to Plaintiffs and the Class for punitive damages pursuant to O.C.G.A. § 51-12-5.1.

148. Because Defendants acted with the specific intent to cause harm, there is no limitation regarding the amount that may be awarded as punitive damages.

149. This claim is brought against all Defendants for actual damages, treble damages, punitive damages, attorney fees, costs of litigation, as well as injunctive relief as provided in O.C.G.A. § 16-14-6(a) including but not limited to the following: (i) the divestiture and dissolution of Defendants' enterprises, real property, and personal property; (ii) the imposition of reasonable restrictions on Defendants' future activities or investments; (iii) the suspension or revocation of any and all business licenses of Defendants; and (iv) forfeiture or revocation of certificates or charters authorizing Defendants to do business in this state.

### **COUNT III**

#### **DESIGN DEFECT**

**(By Plaintiffs on behalf of the Nationwide Class,  
and in the Alternative, the State Classes)**

150. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

151. Count III is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against Defendants Galaxy Gas, LLC, Pluto Brands, LLC, and 11SixtySix, LLC.

152. Defendants Galaxy Gas, Pluto Brands, and 11SixtySix designed manufactured, packaged, labeled, marketed, advertised, distributed, and/or sold Galaxy Gas that Plaintiffs consumed.

153. Defendants Galaxy Gas, Pluto Brands, and 11SixtySix constitute manufacturers of Galaxy Gas under Georgia law.

154. Galaxy Gas was designed and intended to be used as a method of ingesting nitrous oxide and the other constituents in the Galaxy Gas tank or charger.

155. At the time of Plaintiffs' injuries, the subject Galaxy Gas was in a defective condition and were unreasonably dangerous when put to their reasonably anticipated use in that:

- a. The subject nitrous oxide tanks were sold for recreational use;
- b. The subject nitrous oxide tanks were designed to promote recreational use;
- c. The subject nitrous oxide tanks were of inappropriate size;
- d. The subject nitrous oxide tanks were provided to consumers in unreasonable quantities;
- e. The subject nitrous oxide tanks were provided with a nozzle mouthpiece accessory to promote illicit use and allow the gas to be inhaled directly from the tank;
- f. The subject nitrous oxide tanks were provided in a variety of pleasing flavors that promoted illicit use and addictive behavior;
- g. The subject nitrous oxide tanks are addictive;
- h. The subject nitrous oxide tanks was sold as part of a rewards program that was focused on illicit users and encouraged them to make repetitive and addictive purposes;
- i. The subject nitrous oxide tanks failed to contain adequate guarding which allows for repetitive recreational use;

- j. The subject nitrous oxide tanks failed to incorporate abuse-deterrent designs;
- k. The subject nitrous oxide tanks failed to contain an adequate warning; and
- l. Such further defects as discovery and the evidence shall reveal.

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

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

158. Defendants Galaxy Gas, Pluto Brands, 11SixtySix are strictly liable for the sale of defective Galaxy Gas products that contained inadequate warnings. Alternatively, all Defendants are liable for the negligent design of Galaxy Gas

products. Despite knowing of the risks of the recreational use of Galaxy Gas, 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.

159. Defendants Galaxy Gas, Pluto Brands, 11SixtySix knowingly designed Galaxy Gas with a pharmacokinetic profile engineered to create risks of abuse and addiction.

160. Defendants Galaxy Gas, Pluto Brands, 11SixtySix knowingly and defectively designed Galaxy Gas that is inherently dangerous because it included features making the product attractive and more palatable to youth. These features include its concealability and its “FDA Approval” conditions, creating the false and misleading impression that it is safe for consumption.

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



162. The risks inherent in the design of Galaxy Gas significantly outweigh any benefits of such design.

163. Defendants Galaxy Gas, Pluto Brands, 11SixtySix could have utilized cost-effective, reasonably feasible alternative designs to minimize these harms, such as by designing products that delivered less nitrous oxide, preventing the sale of Galaxy Gas in smoke shops, and/or did not have flavors that attract youth and young adults like Plaintiffs.

164. Plaintiffs used Galaxy Gas as intended or in reasonably foreseeable ways.

165. Plaintiffs' injuries, physical, emotional, and economic, were reasonably foreseeable at the time of Galaxy Gas's design, manufacture, distribution, and sale.

166. Galaxy Gas was defective and unreasonably dangerous when they left Defendants Galaxy Gas, Pluto Brands, 11SixtySix's possession. The defects continued to exist through the products' sale to and use by consumers, including Plaintiffs, who used the products without any substantial change in the products' condition.

167. Plaintiffs were injured as a direct and proximate result of Galaxy Gas's defective design as described herein and throughout this complaint. The defective design of Galaxy Gas was a substantial factor in causing Plaintiffs' harms.

168. Plaintiffs demand judgment against Defendants Galaxy Gas, Pluto Brands, 11SixtySix for all available damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Additionally, as Defendants Galaxy Gas, Pluto Brands, 11SixtySix's actions showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, Plaintiffs are entitled to an award of punitive damages.

**COUNT IV**  
**FAILURE TO WARN**  
**(By Plaintiffs on behalf of the Nationwide Class,**  
**and in the Alternative, the State Classes)**

169. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

170. Count IV is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, and 11SixtySix, LLC (collectively the "Entity Defendants").

171. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the

design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

172. Galaxy Gas was sold in a defective condition that is unreasonably dangerous and unsafe to Plaintiffs because Defendants failed to adequately warn about the risk of nitrous oxide addiction and failed to warn of the risks of behavioral, cognitive, mental health, neurological, and pulmonary injuries, including cyanosis secondary to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, among other harmful effects. Each of the interrelated Entity Defendants are in the chain of distribution and had knowledge of the unreasonably dangerous and addictive qualities of Galaxy Gas and the risks that it posed, as alleged in this Complaint and will be further developed through discovery.

173. Each of the Entity Defendants had a duty to warn of the unreasonably dangerous and addictive qualities of Galaxy Gas and the risks Galaxy Gas posed. Such risks were known and knowable considering scientific and medical knowledge that was generally accepted in the scientific community at the time of design,

manufacture, distribution, and sale of Galaxy Gas. Moreover, as alleged above including but not limited to Paragraph 78, Defendants were made aware of the effects its Galaxy Gas was having on the purchasers when repeat customers and addicts came in to Cloud 9 stores unable to speak clearly or hunched over in a manner consistent with prolonged illicit use.<sup>19</sup>

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

- a. Galaxy Gas causes, maintains, or aggravates nitrous oxide addiction and subject consumers to the risks of concomitant health hazards that addictive, i.e., compulsive behavior can result in, and that this danger was even greater for minors;
- b. Galaxy Gas causes harm by increased exposure to nitrous oxide and other harmful ingredients;
- c. Galaxy Gas is a nitrous oxide delivery device not intended for youth or young adults;
- d. Galaxy Gas delivers nitrous oxide at greater levels than medically;
- e. Galaxy Gas carries risks of behavioral, cognitive, mental health, neurological, and pulmonary injuries, including cyanosis secondary

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<sup>19</sup> A great deal of this is described in detail in the New York Magazine article entitled "*The Next Drug Epidemic is Blue Raspberry Flavored: How Galaxy Gas Became the Face of Nitrous Oxide for Teens*," (published Jan. 6, 2025), <https://nymag.com/intelligencer/article/galaxy-gas-flavored-nitrous-oxide-drug-epidemic.html>.

to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects;

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

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

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

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

177. Defendants Galaxy Gas, Pluto Brands, and 11SixtySix are strictly liable for the sale of defective Galaxy Gas products that contained inadequate warnings. Additionally, all of the Entity Defendants are liable for their negligent failure to warn. As described above, all of the Entity Defendants knew the risks inherent in the use of Galaxy Gas, for which they failed to warn Plaintiffs and the Class Members.

178. Plaintiffs could not have averted injury through exercise of reasonable care for reasons including the Entity Defendants' concealment of the true risks posed by Galaxy Gas.

179. Galaxy Gas was defective and unreasonably dangerous when they left the Entity Defendants' possession because it lacked adequate warnings. The defects continued to exist through the products' sale to and use by consumers, including

Plaintiffs, who used the products without any substantial change in the products' condition.

180. The Entity Defendants could have provided adequate warnings and instructions to prevent the harms and injuries set forth herein.

181. Plaintiffs were injured as a direct and proximate result of Defendants' failure to warn because Plaintiffs would not have used or purchased Galaxy Gas had Plaintiffs received adequate warnings and instructions.

182. The Entity Defendants' lack of adequate and sufficient warnings and instructions and its inadequate and misleading advertising was a substantial contributing factor in causing the harm to Plaintiffs.

183. Plaintiffs demand judgment against the Entity Defendants for all available damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Additionally, as the Entity Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, Plaintiffs are entitled to an award of punitive damages.

**COUNT V**  
**NEGLIGENCE**

**(By Plaintiffs on behalf of the Nationwide Class,  
and in the Alternative, the State Classes)**

184. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

185. Count V is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, and 11SixtySix, LLC (collectively the “Entity Defendants”).

186. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC’s involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC’s involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

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

188. The Entity Defendants had a duty of reasonable care in designing, manufacturing, assembling, inspecting, testing, packaging, labeling, marketing,

advertising, promoting, supplying, distributing, and/or selling Galaxy Gas to avoid causing harm to those that consumed Galaxy Gas.

189. The Entity Defendants knew or should have known through the exercise of reasonable care the risks of consumers of Galaxy Gas, a powerfully addictive and dangerous nitrous oxide product.

190. The Entity Defendants knew or should have known through the exercise of reasonable care that minors and young adults would be attracted to Galaxy Gas.

191. The Entity Defendants knew or should have known through the exercise of reasonable care that Galaxy Gas was dangerous, harmful and injurious when used by Plaintiffs in a reasonably foreseeable manner, particularly with minors and young adults.

192. The Entity Defendants knew or should have known that Galaxy Gas was designed to cause or sustain nitrous oxide addiction, and that Galaxy Gas posed a risk of harm including risks of addiction, behavioral, cognitive, mental health, neurological, and pulmonary injuries, including cyanosis secondary to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, and among other harmful effects. As described herein, these harms were known and knowable in light of scientific and medical knowledge that was generally accepted



in the scientific community at the time of design, manufacture, distribution, promotion, and sale of Galaxy Gas.

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

194. The manner in which the Entity Defendants designed, manufactured, packaged, labeled, marketed, distributed, and sold Galaxy Gas was negligent because it rendered Galaxy Gas unreasonably dangerous to the consuming public including Plaintiffs and the Class Members.

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

196. The Entity Defendants were negligent, reckless, and careless and failed to take the care and duty owed to Plaintiffs, thereby causing Plaintiffs to suffer harm.

197. The Entity Defendants breached their duties of care by, among other things:

- a. Failing to perform adequate testing of Galaxy Gas prior to marketing to ensure safety, including long-term testing of the product, and testing for injury to the brain and pulmonary systems, respiratory,

gastrointestinal, and periodontal, and other related medical conditions, as well as its effect on mental health;

- b. Failing to inform or warn consumers, including Plaintiffs, that Galaxy Gas had not been adequately tested or researched prior to marketing to ensure safety;
- c. Failure to take reasonable care in the design of Galaxy Gas;
- d. Failure to take reasonable care in the advertising, promoting, and marketing of Galaxy Gas;
- e. Failure to warn consumers, including Plaintiffs, of the dangers associated with Galaxy Gas, including that it was unsafe, is powerfully addictive, can cause permanent changes in the brain, mood disorders, and impairment of thinking and cognition;
- f. Failure to use reasonable care in the sale of Galaxy Gas without adequate warnings; use of flavors and design to appeal to minors and young adults;
- g. Claiming Galaxy Gas is FDA approved, misleadingly implying Galaxy Gas is safe for consumption;
- h. Failure to provide any instructions regarding a safe amount of Galaxy Gas to consume in a day; and,
- i. All other failures, acts and omissions set forth in this Complaint including but not limited the factual allegations set forth in Paragraphs 70-84, which illustrate numerous failures of reasonable care by Defendants in the design, manufacturer, packaging, labeling, marketing, distribution, and sell of Galaxy Gas. Those allegations are incorporated by reference rather than repeated.

198. The Entity Defendants further acted and or failed to act willfully and with conscious and reckless disregard for the rights, interests, and safety of

Plaintiffs, and Defendants acts and omissions had a great probability of causing significant harm; and in fact resulted in such harm.

199. The Entity Defendants reasonably should have foreseen that young people would try Galaxy Gas and quickly become addicted, resulting in teenagers and young adults developing lifelong addictions.

200. Plaintiffs were injured as a direct and proximate result of negligence and/or gross negligence as described herein.

201. The Entity Defendants' negligence was a substantial factor in causing and or contributing to Plaintiffs' injuries and harms.

202. Plaintiffs demand judgment against the Entity Defendants for all available damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Additionally, as the Entity Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, Plaintiffs is entitled to an award of punitive damages.

**COUNT VI**  
**VIOLATION OF THE GEORGIA FAIR BUSINESS PRACTICES ACT,**  
**O.C.G.A. § 10-1-390 *et seq.***  
**(By Plaintiffs on behalf of the Nationwide Class,**  
**and in the Alternative, the Georgia Subclass)**

203. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

204. Count VI is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the Georgia Subclass, and it is asserted against Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, and 11SixtySix, LLC (collectively the “Entity Defendants”).

205. The purpose of the GFBPA is “to protect consumers . . . from unfair or deceptive practices in the conduct of any trade or commerce in part or wholly in the state.” O.C.G.A. § 10-1-391(a).

206. Plaintiffs and the Class Members are “consumers” within the meaning of O.C.G.A. §§ 10-1-391(a) and 10-1-392(6).

207. Plaintiffs, the Class Members, and Philips are “persons” within the meaning of O.C.G.A. § 10-1-392(24).

208. The Entity Defendants were and are engaged in “trade” and “commerce” within the meaning of O.C.G.A. § 10-1-392(28).

209. The GFBPA declares unlawful “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts in trade or commerce” including but not limited to “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have,” “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another” and “[a]dvertising goods or services with intent not to sell them as advertised.” O.C.G.A. §§ 10-1-393(b)(5), (7) & (9).

210. The purchases of Galaxy Gas products constituted “consumer transactions” as defined by the GFBPA. O.C.G.A. § 10-1-392(a)(10).

211. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC’s involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC’s involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

212. The Entity Defendants engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely on such concealment in connection with the sale of Galaxy Gas.

213. The Entity Defendants’ unfair and deceptive acts or practices occurred repeatedly in the course of trade and business, were material, were capable of

deceiving a substantial portion of the purchasing public, and as a result, caused economic harm to owners and purchasers of Galaxy Gas.

214. The Entity Defendants engaged in unfair and deceptive practices prohibited by the GFBPA through the conduct alleged throughout this Complaint, which is incorporated by reference.

215. The Entity Defendants engaged in a pervasive pattern of false and misleading statements and omissions that violate the GFPBA. Such conduct was aimed to portray Galaxy Gas as cool with a particular emphasis on appealing to young people, while misrepresenting or omitting key facts concerning Galaxy Gas's content, addictiveness, and significant risks of substantial physical injury from using Galaxy Gas products.

216. This includes, but is not limited to, (i) advertising Galaxy Gas products with the intent not to sell them as advertised; (ii) designing Galaxy Gas for illicit use through tanks that are incompatible for making whipped cream and including screw-on mouthpieces; (iii) using branding, labeling, and marketing to attract the illicit user including the name itself (an obvious play on the idea of getting high), advertisements referencing or alluding to partying and getting high, selling Galaxy Gas in headshops, and promoting social media and influencers that glorified illicit use of Galaxy Gas; (iv) using branding, labeling, and marketing designed to mislead consumers, particularly young people, into believing that the product was safe for

illicit use and downplaying warnings as simply for legal compliance and to be ignored; (v) by offering the product in various flavors that have no meaningful culinary purpose as the flavors are indiscernible in whipped cream and other commonly infused culinary products, and instead only add pleasing fragrances/taste to the otherwise odorless/tasteless nitrous gas; (vi) using such flavors that encourage illicit users to crave and become addicted to Galaxy Gas and make excessive purchases; (vii) offering a rewards program that provides discounts and promotions to repeat customers and encourages repeated purchases, which is designed to make Galaxy Gas more addictive and to encourage and incentivize addictive behavior and excessive purchasing; and (viii) by offering accessories only useful for illicit users such as sleeves to fit around tanks so that illicit users can avoid frostbite as they hold them while inhaling from the tanks.

217. The Entity Defendants have known at all times, including before they started selling Galaxy Gas, that it would be purchased almost exclusively by illicit users seeking to inhale it, that it was defective, unsafe, and unsuitable for such use, and nevertheless not only sold it anyway, but sought ways to make purchasers addicted so that they would make excessive purchases.

218. The Entity Defendants were under a duty to Plaintiffs and the Class Members to disclose the defective nature of Galaxy Gas because (a) they were in a superior position to know the true state of facts about Galaxy Gas and the dangers

and risks posed, (b) they actively and intentionally concealed the true facts from Plaintiffs and the Class Members and/or made incomplete representations about the qualities of Galaxy Gas, while purposefully withholding material facts from Plaintiffs and the Class Members; and (c) Plaintiffs and Class Members could not reasonably have been expected to learn or discover the true facts.

219. The Entity Defendants knew that their conduct violated the GFBPA.

220. In failing to disclose the defective nature of Galaxy Gas, the Entity Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

221. As a direct and proximate result of the Entity Defendants' unfair and deceptive acts or practices, Plaintiffs and Class Members suffered actual damages. But for the Entity Defendants' unfair and deceptive conduct, Plaintiffs and Class Members would have behaved differently and would not have purchased Galaxy Gas products or would have paid less for them and make fewer purchases. The Entity Defendants' misrepresentations and omissions induced Plaintiffs and Class Members to purchase Galaxy Gas products they would not otherwise have purchased.

222. Plaintiffs have substantially complied with any notice requirement, as this action has been pending for several months prior to this claim being added. Should further notice be required, Plaintiffs request leave to provide any further



notice and an opportunity to amend this First Amended Complaint to reassert the GFBPA claim.

223. Thus, pursuant to O.C.G.A. § 10-1-399, Plaintiffs and the Class Members seek, in addition to equitable relief, actual and statutory damages, attorneys' fees and expenses, treble damages, and punitive damages as permitted under the GFBPA and applicable law.

**COUNT VII**  
**VIOLATION OF THE UNIFORM DECEPTIVE TRADE PRACTICES**  
**ACT, O.C.G.A. § 10-1-370 *et seq.***

**(By Plaintiffs on behalf of the Nationwide Class,  
and in the Alternative, the Georgia Subclass)**

224. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

225. Count VII is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the Georgia Subclass, and it is asserted against Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, and 11SixtySix, LLC (collectively the "Entity Defendants").

226. Plaintiffs and Class Members purchased Galaxy Gas for personal purposes.

227. The Entity Defendants are "persons" as defined by O.C.G.A. § 10-1-371.

228. The Uniform Deceptive Trade Practices Act (“UDTPA”) prohibits “deceptive trade practices,” which include the “misrepresentation of standard, quality, or grade” of goods or services,” and “engag[ing] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” O.C.G.A. § 10-1-372(a).

229. The UDTPA prohibits “deceptive trade practices, which include “[r]epresent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have,” “[r]epresent[ing] that goods or services are of a particular standard, quality, or grade . . . if they are of another,” “[a]dvertis[ing] goods or services with intent not to sell them as advertised,” or “[e]ngag[ing] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” O.C.G.A. § 10-1-372(a)(5), (7), (9) (12).

230. The Entity Defendants engaged in unfair and deceptive practices prohibited by the UDTPA through the conduct alleged throughout this Complaint, which is incorporated by reference.

231. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along

with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

232. The Entity Defendants engaged in unfair and deceptive trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely on such concealment in connection with the sale of Galaxy Gas products.

233. The Entity Defendants' unfair and deceptive acts or practices occurred repeatedly in the course of trade and business, were material, were capable of deceiving a substantial portion of the purchasing public, and as a result, caused economic harm to owners and purchasers of Galaxy Gas products.

234. The Entity Defendants engaged in a pervasive pattern of false and misleading statements and omissions that violated the UDTPA. Such conduct was aimed to portray Galaxy Gas as cool with a particular emphasis on appealing to young people, while misrepresenting or omitting key facts concerning Galaxy Gas's

content, addictiveness, and significant risks of substantial physical injury from using Galaxy Gas products.

235. This includes, but is not limited to, (i) advertising Galaxy Gas products with the intent not to sell them as advertised; (ii) designing Galaxy Gas for illicit use through tanks that are incompatible for making whipped cream and including screw-on mouthpieces; (iii) using branding, labeling, and marketing to attract the illicit user including the name itself (an obvious play on the idea of getting high), advertisements referencing or alluding to partying and getting high, selling Galaxy Gas in headshops, and promoting social media and influencers that glorified illicit use of Galaxy Gas; (iv) using branding, labeling, and marketing designed to mislead consumers, particularly young people, into believing that the product was safe for illicit use and downplaying warnings as simply for legal compliance and to be ignored; (v) by offering the product in various flavors that have no meaningful culinary purpose as the flavors are indiscernible in whipped cream and other commonly infused culinary products, and instead only add pleasing fragrances/taste to the otherwise odorless/tasteless nitrous gas; (vi) using such flavors that encourage illicit users to crave and become addicted to Galaxy Gas and make excessive purchases; (vii) offering a rewards program that provides discounts and promotions to repeat customers and encourages repeated purchases, which is designed to make Galaxy Gas more addictive and to encourage and incentivize addictive behavior and

excessive purchasing; and (vii) by offering accessories only useful for illicit users such as sleeves to fit around tanks so that illicit users can avoid frostbite as they hold them while inhaling from the tanks.

236. The Entity Defendants have known at all times, including before they started selling Galaxy Gas, that it would be purchased almost exclusively by illicit users seeking to inhale it, that it was defective, unsafe, and unsuitable for such use, and nevertheless not only sold it anyway, but sought ways to make purchasers addicted so that they would make excessive purchases.

237. The Entity Defendants were under a duty to Plaintiffs and the Class Members to disclose the defective nature of Galaxy Gas because (a) they were in a superior position to know the true state of facts about Galaxy Gas and the dangers and risks posed, (b) they actively and intentionally concealed the true facts from Plaintiffs and the Class Members and/or made incomplete representations about the qualities of Galaxy Gas, while purposefully withholding material facts from Plaintiffs and the Class Members; and (c) Plaintiffs and Class Members could not reasonably have been expected to learn or discover the true facts.

238. The Entity Defendants knew that their conduct violated the UDTPA.

239. In failing to disclose the defective nature of Galaxy Gas, the Entity Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

240. As a direct and proximate result of the Entity Defendants' unfair and deceptive acts or practices, Plaintiffs and Class Members suffered actual damages. But for Defendants' unfair and deceptive conduct, Plaintiffs and Class Members would have behaved differently and would not have purchased Galaxy Gas products or would have paid less for them and make fewer purchases. Defendants' misrepresentations and omissions induced Plaintiffs and Class Members to purchase Galaxy Gas products they would not otherwise have purchased.

241. The Entity Defendants' violations present a continuing risk to Plaintiffs, the Class Members, and the general public. The Entity Defendants' unlawful acts and practices complained of herein affect the public interest.

242. As a result of the Entity Defendants' violations of the UDTPA, Plaintiffs and the Class Members have been damaged and seek appropriate injunctive and equitable relief to remedy this misconduct and ensure that it does not reoccur, along with all other remedies or damages available under O.C.G.A. § 10-1-371 *et seq.*

## **COUNT VIII**

### **FRAUDULENT CONCEALMENT**

**(By Plaintiffs on behalf of the Nationwide Class,  
and in the Alternative, the State Classes)**

243. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

244. Count VIII is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against Defendants Galaxy Gas, LLC, SBK International, LLC, Pluto Brands, LLC, Elite Retail, LLC, and 11SixtySix, LLC (collectively the “Entity Defendants”).

245. The Entity Defendants are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation, packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC’s involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC’s involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies

246. The Entity Defendants created and implemented a plan to generate a market for Galaxy Gas and substantially increase sales of Galaxy Gas through a pervasive pattern of false and misleading statements and omissions. Although the Entity Defendants knew of the risks associated with using Galaxy Gas, they intended

to and did portray Galaxy Gas as cool and safe, with a particular emphasis on appealing to minors, based in part on flavors, while omitting key facts concerns Galaxy Gas addictiveness and safety.

247. The Entity Defendants' marketing, promoting, and advertising deceptively omitted and concealed the harmful effects of Galaxy Gas.

248. The Entity Defendants further fraudulently and deceptively marketed Galaxy Gas as safe, healthful, or not harmful when Defendants knew it to be untrue.

249. The Entity Defendants further fraudulently and deceptively downplayed, minimized, and concealed the risks associated with Galaxy Gas generally. The Entity Defendants concealed that Galaxy Gas can cause addiction, behavioral, cognitive, mental health, neurological, vascular, and pulmonary injuries, including cyanosis secondary to hypoxia, long term vitamin B12 (cobalamin) deficiency, subacute combined degeneration, periodontal disease, and among other harmful effects. The Entity Defendants further fraudulently and deceptively concealed that Galaxy Gas was powerfully addictive and that its design inherently demanded dependency.

250. The Entity Defendants' marketing, promoting, and advertising failed to disclose that it was an extremely potent nitrous oxide delivery device; Galaxy Gas was designed to create and sustain nitrous oxide addiction; and posed significant risks of substantial injury resulting from use of Galaxy Gas.



251. The Entity Defendants engaged in marketing that sought to portray Galaxy Gas as cool with a particular emphasis on appealing to young people, while misrepresenting or omitting key facts concerning its content, addictiveness, and significant risks of substantial physical injury from using Galaxy Gas products.

252. The Entity Defendants' conduct was fraudulent because their deceptive omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers including Plaintiffs.

253. The Entity Defendants owed Plaintiffs a duty to disclose these facts because they were known and/or accessible exclusively to the Defendants, who have had exclusive and superior knowledge of the facts; because the facts would be material to reasonable consumers, who could not discover the defect through reasonable diligence; and because Galaxy Gas poses an unreasonable risk of substantial bodily injury.

254. Before making his purchases of Galaxy Gas, Plaintiffs had viewed Galaxy Gas advertising ads, which state or imply that Galaxy Gas is otherwise not harmful, and which omit the dangerous consequences of using Galaxy Gas. Plaintiffs also reviewed the Galaxy Gas packaging which did not disclose the dangerous consequences of using Galaxy Gas.

255. Plaintiffs reasonably and justifiably relied on Defendants' deceptive omissions. Had the Entity Defendants sufficiently disclosed the risks of Galaxy Gas,

Plaintiffs would not have purchased the Galaxy Gas products in the first place. Reasonable consumers also would avoid purchasing Galaxy Gas products had the Entity Defendants sufficiently disclosed the risks.

256. The Entity Defendants knew that the omissions in their marketing, advertising, and packaging were false and misleading, and intended for consumers, including Plaintiffs, to rely on such omissions.

257. The Entity Defendants' concealment and omissions were a substantial factor in causing Plaintiffs' harms. Plaintiffs were injured as a direct and proximate result of the Entity Defendants' fraudulent conduct as described herein.

258. Through the exercise of reasonable diligence, Plaintiffs did not and could not have discovered that Galaxy Gas caused Plaintiffs' injuries and/or sequelae thereto because, at the time of these injuries and/or sequelae thereto, the cause was unknown to Plaintiffs.

259. As a result of Defendants' fraudulent concealment, Plaintiffs were unaware and could not have reasonably known or learned through reasonable diligence that Plaintiffs had been exposed to the defects and risks alleged herein and that those defects and risks were the direct and proximate result of the Entity Defendants' acts and omissions.

260. Plaintiffs demand judgment against the Entity Defendants for all available damages, together with interest, costs of suit, attorneys' fees, and all such

other relief as the Court deems proper. Additionally, as the Entity Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, Plaintiffs are entitled to an award of punitive damages.

**COUNT IX**  
**UNJUST ENRICHMENT**  
**(By Plaintiffs on behalf of the Nationwide Class,**  
**and in the Alternative, the State Classes)**

261. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

262. Count IX is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against all Defendants.

263. By its wrongful acts, each of the Defendants have been unjustly enriched at the expense of Plaintiffs and the Class Members.

264. Defendants Bensalem Amor, Sammy Amor, and Karim Amor are the creators of Galaxy Gas and the founders of the Entity Defendants, which are interrelated Amor-family companies that had various roles in the design, manufacture, packaging, labeling, marketing, advertising, distribution, and sell of the Galaxy Gas purchased by Plaintiffs and the Class Members. Upon information and belief, Defendant Galaxy Gas, LLC, along with Defendant Pluto Brands, LLC and 11SixtySix, LLC were responsible for the design, manufacture, importation,

packaging, and labeling of Galaxy Gas, but also marketed and advertised Galaxy Gas and had involvement in its distribution and sell. Upon information and belief, Defendants SBK International, LLC's involvement was primarily in the distribution of Galaxy Gas and Defendant Elite Retail, LLC's involvement was primarily in the retail marketing and sell of Galaxy Gas. Discovery is required to reveal the specific roles of each of these interrelated Amor-family companies.

265. Each of the Defendants have derived economic benefit from Plaintiffs and the Class Members purchases of Galaxy Gas.

266. Defendants knowingly, fraudulently, systematically, and uniformly marketed, promoted, and sold its defective and dangerous Galaxy Gas using false and misleading statements and while omitted and concealing material facts about these products.

267. In purchasing Galaxy Gas, Plaintiffs and the Class Members relied on Defendants' fraudulent, false, and misleading statements, in addition to Defendants' omissions and concealment of material fact.

268. In purchasing Galaxy Gas, Plaintiffs and the Class Members conferred a tangible and material economic benefit upon Defendants.

269. Plaintiffs and Class Members would not have purchased, paid as much, or made as many purchases of Galaxy Gas had they known the true facts about it and the serious health risks posed by its use.

270. Defendants have directly and substantially profited from their own misconduct including through excessive sales of Galaxy Gas to consumer victims who were misled into making such purchases.

271. Under these circumstances, it would be unjust and inequitable for Defendants to retain the economic benefits they obtained from its fraudulent, deceptive, and misleading conduct.

272. Plaintiffs and the Class Members seek restitution from Defendants, and seek an order from this Court disgorging all profits, benefits, and other compensation obtained by Defendants from its wrongful conduct.

273. Plaintiffs and the Class Members suffered damages in an amount to be determined at trial.

**COUNT X**  
**RECOVERY OF EXPENSES OF LITIGATION**  
**(By Plaintiffs on behalf of the Nationwide Class,**  
**and in the Alternative, the State Classes)**

274. Plaintiffs and the Class Members incorporate the allegations set forth above as if fully set forth herein.

275. Count X is asserted by Plaintiffs, individually and on behalf of the Nationwide Class, and in the alternative, the State Classes, and it is asserted against all Defendants.

276. As evidenced by the conduct alleged herein, Defendants have acted in bad faith and caused Plaintiffs and the Class unnecessary trouble and expense, for which they seek the recovery of expenses of litigation, including attorneys' fees, pursuant to O.C.G.A. § 13-6-11.

277. In asserting this separate count for expenses of litigation pursuant to O.C.G.A. § 13-6-11, Plaintiffs are not foregoing or waiving seeking recovery of attorneys' fees and expenses of litigation under fee provisions for specific counts asserted in this Complaint, including O.C.G.A. § 16-14-6(c) (Georgia RICO Act) and O.C.G.A. § 10-1-399 (GFBPA).

## **VI. JURY DEMAND**

278. Plaintiffs, on behalf of themselves and the putative Class, hereby demand a trial by jury on all issues so triable.

## **VII. PRAYER FOR RELIEF**

279. WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully request that this Court:

- a. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above;
- b. appoint Plaintiffs as the representatives of the Class and their counsel as Class counsel;
- c. award all available damages, including punitive damages, and restitution to which Plaintiffs and members of the Class are entitled;

- d. award pre-judgment and post-judgment interest on any monetary relief;
- e. grant appropriate injunctive and/or declaratory relief;
- f. award reasonable attorneys' fees and costs; and
- g. grant such further relief that this Court deems appropriate.

Dated: June 11, 2025.

Respectfully submitted,

**BARNES LAW GROUP, LLC**

/s/ J. Cameron Tribble

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*Counsel for Plaintiffs and the Proposed  
Class*



**CERTIFICATE OF COMPLIANCE**

I hereby certify, in compliance with Local Rule 5.1(C), that the foregoing has been prepared using 14 point Times New Roman font, with a top margin of not less than 1.5 inches and a left margin of not less than 1 inch.

/s/ J. Cameron Tribble  
J. Cameron Tribble

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which automatically sends e-mail notification of filing to any attorneys of record.

Dated: June 11, 2025.

**BARNES LAW GROUP, LLC**

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