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SUPREME COURT  
STATE OF WASHINGTON  
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BY SARAH R. PENDLETON  
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No. 1037309

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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

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RUTH SCOTT, INDIVIDUALLY, AND AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF MIKAEL SCOTT, A  
DECEASED INDIVIDUAL; JEFF MUHLEMAN, INDIVIDUALLY,  
AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF  
TYLER MUHLEMAN, A DECEASED INDIVIDUAL; AND  
CINDY CRUZ, INDIVIDUALLY,

Petitioners,

v.

AMAZON.COM, INC., A DELAWARE CORPORATION,

Respondent.

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MARY-ELLEN VIGLIS, INDIVIDUALLY, AND AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF DEMETRIOS  
VIGLIS, A DECEASED INDIVIDUAL; JAMES  
PASSANNANTI, INDIVIDUALLY, AND AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF AVA  
PASSANNANTI, A DECEASED INDIVIDUAL; AND ANNETTE  
GALLEGO, INDIVIDUALLY,

Petitioners,

v.

AMAZON.COM, INC., A DELAWARE CORPORATION,

Respondent.

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**Respondent's Omnibus Answer to Briefs of Amici  
Curiae Electronic Privacy Information Center,  
Public Health Advocacy Institute, Professors of  
Pediatrics, and 24 Families**

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## INTRODUCTION

None of the four amicus briefs filed in support of the Petition provides a viable reason for granting review. The Petition's three issues all involve interpreting the seller-negligence provision of the Washington Product Liability Act ("WPLA"). See Pet.4. No Amici provide a viable statutory argument justifying how the novel liability they propose fits within the "negligence" and "proximate[] cause[]" elements of RCW 7.72.040(1)(a). Instead, Amici urge this Court to expand WPLA seller liability based on policy arguments.

If anything, Amici have inadvertently underscored why review is not warranted. When construing statutes like the WPLA, this Court is "tasked with discerning what the law is, not what it should be." *Frias v. Asset Foreclosure Servs., Inc.*, 181 Wn.2d 412, 421, 334 P.3d 529 (2014). It is "in no position to analyze the large-scale impacts of accepting or rejecting [Amici's] position." *Id.* Amici's inability to articulate any principled basis for interpreting the WPLA to support these novel claims

confirms that the “policy issues” they raise “are not the province of this court and are best left to the legislature.” *Doe ex rel. Roe v. Wash. State Patrol*, 185 Wn.2d 363, 378 n.3, 374 P.3d 63 (2016). In fact, the Legislature is currently considering those very issues. The House recently passed, and the Senate is currently considering, a bill establishing restrictions on the sale and delivery of sodium nitrite to prevent misuse for suicide.<sup>1</sup>

## ARGUMENT

### **A. Amici do not provide a basis for reviewing the issues presented.**

As Division I held, this case is governed by the WPLA because it “is the exclusive remedy for product liability claims.” Pet.App.17 (quoting *Macias v. Sabberhagen Holdings, Inc.*, 175 Wn.2d 402, 409, 282 P.3d 1069 (2012)). Yet Amici make no attempt to explain how their

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<sup>1</sup> This Court can take judicial notice of the legislation. See <https://app.leg.wa.gov/BillSummary/?BillNumber=1209&Year=2025&Initiative=false> (last visited Mar. 9, 2025). A copy of the current bill is appended below.



arguments fit under the WPLA. In fact, the WPLA is not cited *once* in any of the amicus briefs.

Instead, Amici offer policy-driven arguments that are not grounded in the WPLA. The Public Health Advocacy Institute (“PHAI”) and Professors of Pediatrics both argue that imposing liability for selling products that purchasers might misuse for suicide could restrict access to lethal means and thereby prevent some suicides. *See* Professors Br. 4; PHAI Br. 14. The Electronic Privacy Information Center (“EPIC”) takes the inconsistent position that Amazon should not gather data from its customers yet urges this Court to create “the incentive” for retailers to engage in “[p]rofil[ing]” of customers “to prevent their foreseeably harmful uses of products.” EPIC Br. 3, 6 16-17. And the 24 Families—who are suing Amazon on the exact same theory (represented by the same counsel)—urge this Court to consider the “short profiles” of their cases. Families Br. 6.

**1. Public policy arguments are irrelevant when construing the WPLA's statutory elements.**

This Court cannot make the regulatory change that Amici seek. As Amazon has explained, *see* Answer Br. 18-20, when the Legislature enacts a statute that incorporates a common-law rule, subsequent changes to the common law cannot alter the statute's fixed meaning. *See, e.g., Spokane Methodist Homes, Inc. v. Dep't of Lab. & Indus.*, 81 Wn.2d 283, 287-88, 501 P.2d 589 (1972). Accordingly, review cannot be justified on the ground that the "controlling law is out of sync ... with the current understanding of suicide prevention." Professors Br. 4. This Court cannot amend the WPLA.

Amici's arguments would be improper even if the WPLA did not incorporate pre-WPLA common law. As a general rule, issues "of pure statutory interpretation" cannot turn on weighing "the interests" involved. *Pub. Util. Dist. No. 1 of Okanogan Cnty. v. State*, 182 Wn.2d 519, 544, 342 P.3d 308 (2015). And because the issues presented here are "matters of statutory construction,"

this Court cannot consider “submissions by ... amici that make factual assertions and policy arguments.” *Frias*, 181 Wn.2d at 421.

Finally, the policy arguments that Amici advance are the kind that this Court has rejected even in the common-law context. For instance, two Amici argue that restricting the sale of sodium nitrite in Washington could prevent some suicides. Professors Br. 4; PHAI Br. 14. But this Court has recognized that, if selling a product like sodium nitrite is “to be declared illegal in this state, the Legislature, which can hold public hearings and consider all viewpoints and aspects of the matter, is the appropriate body to so decide.” *Baughn v. Honda Motor Co.*, 107 Wn.2d 127, 130, 727 P.2d 655 (1986). Likewise, any “significant change to state law” concerning liability for the suicide of another “should be made by the Legislature.” *Webstad v. Stortini*, 83 Wn. App. 857, 866, 924 P.2d 940 (1996).

**2. Amici’s public policy arguments are inconsistent with the WPLA’s purpose.**

This Court’s “fundamental objective” when interpreting statutes “is to ascertain and give effect to the legislature’s intent.” *Nelson v. P.S.C., Inc.*, 2 Wn.3d 227, 235-36, 535 P.3d 418 (2023) (cleaned up). Yet Amici’s briefs—like the Petition itself—make no attempt to explain how the novel liability they propose “effectuates the purpose of the statute.” *Id.* at 230. Nor could they. “The Legislature’s intent” in passing the WPLA was “to limit, rather than to expand, liability.” *Buttelo v. S.A. Woods-Yates Am. Mach. Co., Inc.*, 72 Wn. App. 397, 405, 864 P.2d 948 (1993). Amici’s arguments contravene the WPLA’s purpose in two ways.

First, Amici urge this Court to allow recovery for intentional misuse of a product, which is inconsistent with the limited liability intended by the Legislature. The WPLA’s preamble says: “It is the intent of the legislature that the right of the consumer to recover for injuries sustained as a result of an *unsafe product* not be unduly impaired.” Laws of 1981, ch. 27, § 1 (emphasis

added).<sup>2</sup> The final committee report similarly notes that the Legislature’s intent was to enable “recover[y] for injuries sustained as a result of an *unsafe product*.” Wash. State S. Select Comm. on Tort & Prod. Liab. Reform, Final Report at 19, 47th leg., Reg. Sess. (1981) (emphasis added)).<sup>3</sup>

Amici propose a novel duty that is not grounded in injury by “an unsafe product.” *Id.* Instead, Amici seek liability for selling products “that *could* be misused.” PHAI Br. 15 (emphasis added); EPIC Br. 16 (proposing a duty “to prevent ... foreseeably harmful uses of products”). In fact, Amici’s proposal turns the legislative

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<sup>2</sup> This Court has held that a “preamble ... can be crucial to our interpretation of a statute” because it embodies “[t]he express intent of the legislature in enacting” the statute. *Washington Bankers Ass’n v. State*, 198 Wn.2d 418, 444, 495 P.3d 808 (2021). And it has relied on the WPLA’s preamble when construing the Act. *See, e.g., N. Coast Air Servs., Ltd. v. Grumman Corp.*, 111 Wn.2d 315, 321, 759 P.2d 405 (1988).

<sup>3</sup> This Court has looked to the report when construing the WPLA. *See, e.g., Wash. Water Power Co. v. Graybar Elec. Co.*, 112 Wn.2d 847, 854, 774 P.2d 1199 (1989).

intent on its head. While the WPLA was intended to “preserv[e] those claims based on product use which is *reasonable*,” Final Report at 27 (emphasis added), Amici propose liability based on product misuse which is obviously dangerous and *unreasonable*.

Second, Amici propose a novel expansion of WPLA seller liability forty years later, which contravenes the Act’s purpose of providing greater certainty and well-defined limits on liability. The preamble specifies that: “It is further the intent of the legislature that retail businesses ... be protected from the substantially increasing product liability insurance costs and unwarranted exposure to product liability litigation.” Laws of 1981, ch. 27, § 1. Likewise, the legislative history confirms that the WPLA is a “tort reform statute[,]” and “an essential purpose of [its] tort reform ... was to address ‘uncertainties within the tort system that have resulted in increasing insurance costs.’” *Graybar*, 112 Wn.2d at 850, 863 (quoting S. Res. 140, 46th Leg., 1st Ex. Sess. (1979)) (cleaned up). The WPLA achieves that purpose by “delimiting the

substantive liabilities of manufacturers and product sellers.” *Id.* at 851.

Amici’s proposal injects the kind of “uncertainty in tort litigation” that the WPLA was meant to reduce. *Id.* at 863. They would make intentional misuse of a product a new basis for liability 40 years after the WPLA’s passage. *See, e.g.*, EPIC Br. 16. And they urge this Court to overturn a near-century-old limit on liability for intentional self-harm. *See, e.g.*, Families Br. 6.

In sum, Amici’s calls for novel expansions of seller liability under the WPLA contravene “[t]he Legislature’s intent to limit, rather than to expand, liability.” *Buttelo*, 72 Wn. App. at 405.

**B. Amici’s arguments lack merit.**

Even if it were proper for this Court to consider Amici’s public policy arguments, they do not support granting review or recognizing a novel tort duty to refrain from selling legal products that are capable of intentional misuse.

1. The Professors of Pediatrics provide research regarding suicidality in children and youth, as well as the effectiveness of “restricting access to lethal means.” See Professors Br. 4-16. But they do not explain why creating novel and potentially expansive liability under the WPLA would be a more effective method of “restricting access,” *id.*, than the legislative action—currently under consideration—which is tailored to the specific problem of sodium nitrite, *supra* n.1.

Nor do the Professors offer any principled basis for fashioning a cause of action to serve their goal of “restricting access to lethal means.” Professor Br. 4. Many common household products, from cleaning products to pesticides and insecticides to over-the-counter medications, are lethal if intentionally misused by someone intending to commit suicide. But Amici offer no suggestion for how sellers—much less courts or jurors—can distinguish selling “especially lethal” products (which would constitute negligence) from selling less lethal products (which would not). *Id.* 16. Only legislation clearly



defining what can and cannot be sold would ensure that sellers are not dissuaded from making available necessary and legal products like acetaminophen.<sup>4</sup>

2. PHAI, like the Professors, warn this Court about risks to children—and specifically risks posed by social media platforms. PHAI Br. 3-11. All of this is entirely irrelevant to the appeal, which does not concern children or social media. If anything, their arguments demonstrate that reversing *Arsnow* would have the kind of widespread “public policy” impacts beyond “the case before the court” that counsel against review. *Niece v. Elmview Grp. Home*, 131 Wn.2d 39, 58, 929 P.2d 420 (1997).

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<sup>4</sup> Amici also suggest that that “rapid delivery” of products purchased online enhances risk. (Professors Br. 16-17.) But this is exactly backward: in-person shopping rewards impulsivity by making products immediately available (hence, the Legislature has imposed a waiting period for buying handguns, RCW 9.41.092(2)). Online shopping necessarily inserts a delay—the time for fulfillment and shipping—between deciding to purchase and receiving the product.

Also, PHAI asserts falsely that “there are no household uses for sodium nitrite,” with a citation to a South Korean case report that says nothing about the uses of sodium nitrite. PHAI Br. 12. And in the very next sentence PHAI acknowledges the use of sodium nitrite as a meat preservative. *Id.*

**3.** EPIC launches a broadside critique of Amazon’s supposed business practices resting almost entirely on extra-record news articles from as early as 2018. EPIC asserts that these (hearsay) news articles somehow support the inference that Amazon knew that Plaintiffs were “vulnerable minors” and used its algorithms to “nudg[e]” them to purchase sodium nitrite. EPIC Br. 10-11.<sup>5</sup> That assertion is contrary to the factual allegations in the cases. *See Answer Br. 9-11.* In any event, EPIC’s concerns about Amazon’s privacy practices cannot justify review.

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<sup>5</sup> EPIC also states unremarkably that Amazon, like all merchants, can choose what products to sell or not. EPIC Br. 11-17.

First, EPIC’s brief focuses exclusively on Amazon, effectively proposing an “Amazon only” duty. *See* EPIC Br. 16-17. But tort duties are “defined generally, without reference to the facts or parties in a particular case.” *Gall v. McDonald Indus.*, 84 Wn. App. 194, 202, 926 P.2d 934 (1996). What’s more, nothing in the plain language of RCW 7.72.040(1)(a) indicates that courts can fashion defendant-specific duties. EPIC essentially “urges this court to read into the statute a provision which would allow the trial court to” formulate duties “on a case by case basis.” *Cf. Marine Power & Equip. Co. v. Indus. Indem. Co.*, 102 Wn.2d 457, 461, 687 P.2d 202 (1984). This Court does “not create legislation under the guise of interpreting a statute.” *Kilian v. Atkinson*, 147 Wn.2d 16, 21, 50 P.3d 638 (2002).

Second, EPIC’s argument is essentially a proposal that this Court create “an incentive” for retailers to engage in “[p]rofil[ing]” of customers to identify (and withhold sales to) customers who are likely to misuse

products. EPIC Br. 1, 6.<sup>6</sup> That proposal is wildly out of step with Washington law. There is “no authority” in Washington—either pre- or post-WPLA—recognizing “a duty to inquire” or “investigate the background of” customers for “a negligent entrustment claim” or any other negligence-based claim against a seller. *Kelly v. Rickey*, 166 Wn. App. 1010, 2012 WL 255855, at \*6 (2012) (unpublished); *accord Weber v. Budget Truck Rental, LLC*, 162 Wn. App. 5, 11 & n.12, 254 P.3d 196 (2011). This Court should not grant review in order to create such a novel duty, as it could create wide-ranging liability with unpredictable collateral effects.

4. Finally, the Families Brief is entirely superfluous to the Petition. The stories of the four teenagers and 20 adults who allegedly purchased a legal product from Amazon for the purpose of intentional misuse, while

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<sup>6</sup> PHAI similarly urges this Court to impose a duty on retailers to predict potential misuse of a product based on customer “identities, demographics, and purchasing habits.” PHAI Br. 14-15.

tragic, cannot justify judicial amendment of the WPLA. See Families Br. 7-15.

The Families' only legal argument simply echoes Plaintiffs' assertion that this Court should either reconsider *Arsnow* and its progeny, or limit those cases to their facts. See Families Br. 6. But this Court cannot do so when interpreting the WPLA, which incorporated and codified *existing* common-law rules. What's more this Court's most recent opinion addressing *Arsnow* reaffirmed that *Arsnow* is not a factbound holding but instead an application of a general "rule"—"the deliberate self-injury bar"—which provides that intentional self-harm "break[s] the chain of causation." *Dep't of Labor & Indus. v. Rowley*, 185 Wn.2d 186, 204, 378 P.3d 139 (2016) (citing *Arsnow v. Red Top Cab Co.*, 159 Wn. 137, 159, 292 P. 436 (1930)).

Finally, the Families Brief undercuts Plaintiffs' Opposition to Amazon's Supplemental Appendix. See Dkt. #9. The Families ask this Court to consider the factual allegations in their cases, which were not before the

trial courts. *See* Families Br. 7-16. That undermines the same attorneys’ assertion that any mentions of facts not before the trial courts violate “the strict requirements of RAP 9.11.” Dkt. #9 at 3.

### CONCLUSION

This Court should deny review.

\* \* \* \* \*

Pursuant to RAP 18.17(b), I certify that this motion contains 2,499 words. *See* RAP 13.4(h) and 18.17(c)(9).

RESPECTFULLY SUBMITTED this 11th day of March, 2025.

### PERKINS COIE LLP

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## CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the state of Washington, that on March 11, 2025, I electronically filed the foregoing document via the Washington State Appellate Courts' Secure Portal which will send a copy of the document to all parties of record via electronic mail.

DATED this 11th day of March, 2025.

  
June Starr

No. 1037309

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**SUBSTITUTE HOUSE BILL 1209**

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**State of Washington**

**69th Legislature**

**2025 Regular Session**

**By** House Consumer Protection & Business (originally sponsored by Representatives Mena, Walen, Reed, Ryu, Berry, Alvarado, Macri, Farivar, Doglio, Pollet, Ormsby, Salahuddin, and Hill)

READ FIRST TIME 01/31/25.

1       AN ACT Relating to protecting public health and safety by  
2       regulating the transfer of sodium nitrite; adding a new chapter to  
3       Title 69 RCW; prescribing penalties; and declaring an emergency.

4       BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5       NEW SECTION.   **Sec. 1.**   (1) The sale of sodium nitrite is a matter  
6       of statewide and national concern as there are increasing reports  
7       about the extreme health risks of ingestion of sodium nitrite,  
8       particularly by people attempting suicide. Sodium nitrite has been  
9       promoted online as an effective method to complete suicide as it is  
10      readily available and fast acting, and there is a false perception  
11      that it provides a painless asymptomatic course prior to death.

12      (2) Sodium nitrite is commercially available for use as a food  
13      preservative, as a curing agent, and for certain limited industrial  
14      and medical uses. It can be purchased easily and without restriction  
15      from multiple online and brick-and-mortar retail vendors. The  
16      national poison data system showed an annual increase in the number  
17      of reported exposures to sodium nitrite from 2017 to 2020. In 2021,  
18      the national poison data system annual report revealed 16 fatalities  
19      across all age cohorts related to sodium nitrite, data that likely  
20      underreports actual occurrences. Nationally, 222 deaths were linked  
21      to sodium nitrite in 2022 by a single private laboratory. Victims of

1 sodium nitrite ingestion become cyanotic and short of breath within  
2 minutes due to methemoglobinemia, which is a blood disorder resulting  
3 from an abnormal increase in the hemoglobin methemoglobin. The  
4 reversing agent of methylene blue can be ineffective and difficult to  
5 administer in an acutely ill patient and is not widely available,  
6 even in emergency departments.

7 (3) The federal centers for disease control and prevention  
8 reported that in 2021, 22 percent of high school students seriously  
9 considered attempting suicide during the past year, trending  
10 significantly upward since 2011, particularly among female students.  
11 One in 10 high school students attempted suicide in 2021.

12 (4) Limiting access to lethal suicide methods, known as "means  
13 restriction," is an important strategy for suicide prevention.  
14 Although some individuals might seek other methods, many do not and,  
15 when they do, the means chosen are less lethal and are associated  
16 with fewer deaths than when more dangerous methods are available.  
17 Restricting access to sodium nitrite will save lives, particularly  
18 among vulnerable and developing adolescents and young adults, and  
19 prevent the deleterious impact of suicide upon families, communities,  
20 and the public health system.

21 (5) The federal government and other states are currently  
22 enacting or considering legislation to restrict access to sodium  
23 nitrite and to properly label it by warnings. The enactment of such  
24 legislation, to be known and cited in Washington as "Tyler's law,"  
25 will result in reduced numbers of suicides and suicide attempts and  
26 increase the likelihood that caretakers and health care providers  
27 will be able to intervene and interrupt suicide attempts.

28 NEW SECTION. **Sec. 2.** DEFINITIONS. The definitions in this  
29 section apply throughout this chapter unless the context clearly  
30 requires otherwise.

31 (1) "Commercial business" means a business or institution,  
32 including a research institution, requiring the use of covered  
33 products as that term is defined in this section.

34 (2) "Covered entity" means a person selling, transferring, or  
35 offering to sell or transfer a covered product, which includes but is  
36 not limited to a manufacturer, wholesaler, distributor, third-party  
37 seller, online retailer, and all others involved in the distribution  
38 of a covered product. The term also includes a party who is in the  
39 business of leasing or bailing covered products.

1 (3) "Covered product" means a product containing sodium nitrite  
2 in a concentration greater than 10 percent of the mass or volume of  
3 the product.

4 (4) "Label" means a representation made by statement, word,  
5 picture, design, or emblem on a covered product package, whether  
6 affixed to or written directly on the package.

7 (5) "Principal display panel" means:

8 (a) For a cylindrical or nearly cylindrical package, 40 percent  
9 of the product package as measured by multiplying the height of the  
10 container by the circumference;

11 (b) For noncylindrical or nearly noncylindrical packaging, such  
12 as a rectangular prism or nearly rectangular prism, 40 percent of the  
13 product package as measured by multiplying the length by the width of  
14 the side of the package when it is pressed flat against on all sides  
15 of the packaging; and

16 (c) For electronic media, the side of a product package that is  
17 most likely to be displayed, presented, or shown under customary  
18 conditions of display for retail sale.

19 NEW SECTION. **Sec. 3.** RESTRICTION ON SALE OF COVERED PRODUCTS  
20 AND LABELING REQUIREMENTS. A covered entity shall not:

21 (1) Sell or transfer a covered product except to a commercial  
22 business in accordance with section 4 of this act; or

23 (2) Sell or offer to sell, directly or indirectly, a covered  
24 product without a label notice that meets the requirements of section  
25 5 of this act.

26 NEW SECTION. **Sec. 4.** SALE OR TRANSFER OF COVERED PRODUCTS TO  
27 COMMERCIAL BUSINESSES. (1) A covered entity may sell or transfer a  
28 covered product to a verified commercial business if, prior to the  
29 sale or transfer of the covered product:

30 (a) The commercial business affirms that the commercial business  
31 requires covered products, which must include the commercial business  
32 providing its employer identification number to the covered entity;  
33 and

34 (b) The covered entity has a system that verifies that the  
35 commercial business requires a covered product, including verifying  
36 the employer identification number.

1 (2) The following systems, whether relied on solely or in  
2 combination, do not satisfy the verification obligation of the  
3 covered entity specified in subsection (1) of this section:

4 (a) A sale verification system relying on the commercial business  
5 simply providing a statement of commercial need and intended usage  
6 without additional verification;

7 (b) A sale verification system relying on the commercial business  
8 using tick boxes to confirm they are a commercial business and  
9 require covered products; or

10 (c) A sale verification system relying on the commercial business  
11 using an "accept" statement for the commercial business to confirm  
12 that they have read the terms and conditions.

13 NEW SECTION. **Sec. 5.** LABELING AND SHIPPING REQUIREMENTS. (1) A  
14 covered entity shall label or ensure that a label satisfying the  
15 requirements of this section is already affixed to a covered product  
16 with the phrase "WARNING DANGER: Deadly if ingested. If ingested,  
17 seek immediate medical attention for intravenous administration of  
18 methylene blue. Ingestion of sodium nitrite, even in small  
19 quantities, causes severe methemoglobinemia, extreme pain, and  
20 imminent death. Keep out of reach of children." This label must be in  
21 a size equal to at least two percent of the surface area of the  
22 principal display panel, accompanied by a skull and crossbones  
23 symbol.

24 (2) Where the covered product is displayed in advertising or in  
25 electronic media, a label notice must accompany the display in no  
26 smaller a size than is equivalent to the primary description of the  
27 sodium nitrite.

28 (3) If a covered product is shipped or delivered in packaging  
29 that obscures or hides the principal display panel, or is sold in  
30 bulk or within the same packaging as another product, the packaging  
31 must include a skull and crossbones symbol in a prominent location  
32 likely to be seen and read by an ordinary individual under customary  
33 conditions of transportation and delivery.

34 (4) If a federal agency or state department does not approve a  
35 product label that otherwise complies with the labeling requirements  
36 of this section, the covered entity shall use a label that complies  
37 with as many of the requirements of this section as the relevant  
38 agency has approved.

1        NEW SECTION.    **Sec. 6.**    RECORDS. A covered entity shall retain  
2    sale and transfer records and documentation for each purchase or  
3    transfer of a covered product for three years from the date of sale  
4    or transfer.

5        NEW SECTION.    **Sec. 7.**    VIOLATIONS. (1) A covered entity that  
6    violates this act is subject to a civil penalty of \$10,000 for the  
7    first violation, and a civil penalty of no more than \$1,000,000 for a  
8    second or subsequent violation.

9        (2)(a) The attorney general, prosecuting attorney within the  
10   relevant jurisdiction, or any aggrieved individual may bring an  
11   action to impose a civil penalty for a violation of this act. A civil  
12   penalty imposed pursuant to this section does not exclude any other  
13   public or private cause of action, whether criminal or civil.

14        (b) Any aggrieved individual, other than the attorney general,  
15   who prevails in a civil action against a covered entity under this  
16   act is entitled to reasonable attorney fees, costs, and the greater  
17   of actual economic damages or \$3,000.

18        NEW SECTION.    **Sec. 8.**    CONSUMER PROTECTION ACT. The legislature  
19   finds that the practices covered by this chapter are matters vitally  
20   affecting the public interest for the purpose of applying the  
21   consumer protection act, chapter 19.86 RCW. A violation of this  
22   chapter is not reasonable in relation to the development and  
23   preservation of business and is an unfair or deceptive act in trade  
24   or commerce and an unfair method of competition for the purpose of  
25   applying the consumer protection act, chapter 19.86 RCW.

26        NEW SECTION.    **Sec. 9.**    SHORT TITLE. This chapter may be known and  
27   cited as Tyler's law.

28        NEW SECTION.    **Sec. 10.**    Sections 1 through 9 of this act  
29   constitute a new chapter in Title 69 RCW.

30        NEW SECTION.    **Sec. 11.**    This act is necessary for the immediate  
31   preservation of the public peace, health, or safety, or support of  
32   the state government and its existing public institutions, and takes  
33   effect immediately.

--- END ---

DATED: March 11, 2025.

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## CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the state of Washington, that on March 11, 2025, I electronically filed the foregoing document via the Washington State Appellate Courts' Secure Portal which will send a copy of the document to all parties of record via electronic mail.

DATED this 11th day of March, 2025.

  
June Starr

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