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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

NORMAL VALLADE, an individual,

Plaintiff,

vs.

AMAZON.COM SERVICES, LLC, a limited
liability company; NURSE ASSIST, LLC, a
limited liability company; and MCKESSON
CORPORATION,

Defendants.

Case No. 3:25-cv-08058-PCT-DWL

**DEFENDANT AMAZON.COM
SERVICES LLC'S ANSWER AND
DEFENSES TO PLAINTIFF'S
AMENDED COMPLAINT
AND CROSS-CLAIMS**

Defendant Amazon.com Services, LLC ("Amazon") responds to Plaintiff's
Second Amended Complaint ("Complaint") as follows:

1 1. Amazon lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in Paragraph 1 and, on that basis, denies them.

3 2. Amazon does not have sufficient information to admit or deny the
4 allegation regarding Plaintiff Norman Vallade's residence but does not dispute it for
5 jurisdictional purposes.
6

7 3. Amazon admits only that Amazon.com Services, LLC is a Delaware
8 limited liability company with its principal place of business in Seattle, Washington, and
9 that people in Arizona buy products from its online store at www.amazon.com. Amazon
10 denies all remaining allegations in Paragraph 3.
11

12 4. Amazon lacks sufficient knowledge or information to form a belief as to the
13 truth of the allegations in Paragraph 4 and, on that basis, denies them.

14 5. Amazon lacks sufficient knowledge or information to form a belief as to the
15 truth of the allegations in Paragraph 5 and, on that basis, denies them.
16

17 6. Amazon lacks sufficient knowledge or information to form a belief as to the
18 truth of the allegations in Paragraph 6 and, on that basis, denies them.

19 7. Amazon lacks sufficient knowledge or information to form a belief as to the
20 truth of the allegations in Paragraph 7 and, on that basis, denies them.
21

22 8. Amazon lacks sufficient knowledge or information to form a belief as to the
23 truth of the allegations in Paragraph 8 and, on that basis, denies them.

24 9. Amazon lacks sufficient knowledge or information to form a belief as to the
25 truth of the allegations in Paragraph 9 and, on that basis, denies them.
26

1 10. Amazon lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in Paragraph 10 and, on that basis, denies them.

3 11. Amazon lacks sufficient knowledge or information to form a belief as to the
4 truth of the allegations in Paragraph 11 and, on that basis, denies them.

5 12. Amazon admits that it operates the website www.amazon.com, which
6 enables millions of third-party sellers to offer and sell products. Amazon further admits
7 that Norman Vallade purchased a McKesson Sterile Water product (ASIN
8 B08LDPRPKJ) from a third-party seller “Health & Prime” via Order ID 114-1042938-
9 1178651 on January 14, 2023. Amazon denies all remaining allegations in Paragraph 12.

10 13. Amazon lacks sufficient knowledge or information to form a belief as to
11 the truth of the allegations in Paragraph 13 and, on that basis, denies them.

12 14. Amazon lacks sufficient knowledge or information to form a belief as to the
13 truth of the allegations in Paragraph 14 and, on that basis, denies them.

14 15. Amazon lacks sufficient knowledge or information to form a belief as to the
15 truth of the allegations in Paragraph 15 and, on that basis, denies them.

16 16. Amazon lacks sufficient knowledge or information to form a belief as to the
17 truth of the allegations in Paragraph 16 and, on that basis, denies them.

18 17. Amazon lacks sufficient knowledge or information to form a belief as to the
19 truth of the allegations in Paragraph 17 and, on that basis, denies them.

20 18. Amazon lacks sufficient knowledge or information to form a belief as to the
21 truth of the allegations in Paragraph 18 and, on that basis, denies them.

1 19. Amazon lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in Paragraph 19 and, on that basis, denies them.

3 20. Amazon lacks sufficient knowledge or information to form a belief as to the
4 truth of the allegations in Paragraph 20 and, on that basis, denies them.

5 21. Amazon lacks sufficient knowledge or information to form a belief as to the
6 truth of the allegations in Paragraph 21 and, on that basis, denies them.

7 22. Amazon lacks sufficient knowledge or information to form a belief as to the
8 truth of the allegations in Paragraph 22 and, on that basis, denies them.

9 23. Amazon lacks sufficient knowledge or information to form a belief as to the
10 truth of the allegations in Paragraph 23 and, on that basis, denies them.

11 24. Amazon lacks sufficient knowledge or information to form a belief as to the
12 truth of the allegations in Paragraph 24 and, on that basis, denies them.

13 25. Amazon lacks sufficient knowledge or information to form a belief as to the
14 truth of the allegations in Paragraph 25 and, on that basis, denies them.

15 26. Amazon lacks sufficient knowledge or information to form a belief as to the
16 truth of the allegations in Paragraph 26 and, on that basis, denies them.

17 27. Amazon lacks sufficient knowledge or information to form a belief as to the
18 truth of the allegations in Paragraph 27 and, on that basis, denies them.

19 28. Amazon lacks sufficient knowledge or information to form a belief as to the
20 truth of the allegations in Paragraph 28 and, on that basis, denies them.

21 29. Amazon lacks sufficient knowledge or information to form a belief as to the
22 truth of the allegations in Paragraph 29 and, on that basis, denies them.

1 30. Amazon lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in Paragraph 30 and, on that basis, denies them.

3 31. Amazon admits that on November 6, 2023, Nurse Assist, LLC, issued a
4 recall for certain lots of 0.9% Sodium Chloride Irrigation USP and Sterile Water for
5 Irrigation USP due to potential sterility concerns. Amazon lacks sufficient knowledge or
6 information to form a belief as to the truth of the remaining allegations in Paragraph 31
7 and, on that basis, denies them.
8

9 32. Amazon admits that on November 6, 2023, the U.S. Food and Drug
10 Administration (FDA) issued a safety communication warning consumers not to use
11 certain brands of saline and sterile water medical products from Nurse Assist, LLC, due
12 to potential sterility concerns.
13

14 33. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's
15 recall announcement. The referenced recall announcement speaks for itself. Amazon
16 denies any characterization of the recall announcement inconsistent with its actual
17 content.
18

19 34. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's
20 recall announcement. The referenced recall announcement speaks for itself. Amazon
21 denies any characterization of the recall announcement inconsistent with its actual
22 content. Amazon lacks sufficient knowledge or information to form a belief as to the
23 truth of the remaining allegations in Paragraph 34 and, on that basis, denies them.
24

25 35. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's
26 recall announcement. The referenced recall announcement speaks for itself. Amazon

1 denies any characterization of the recall announcement inconsistent with its actual
2 content.

3 36. Amazon admits that it sent correspondence advising of the recall of ASIN
4 B08LDPRPKJ to Plaintiff (and all customers that purchased ASIN B08LDPRPKJ) on
5 November 7, 2023 at 21:10.

7 37. Amazon lacks sufficient knowledge or information to form a belief as to the
8 truth of the allegations in Paragraph 37 and, on that basis, denies them.

9 38. Amazon lacks sufficient knowledge or information to form a belief as to the
10 truth of the allegations in Paragraph 38 and, on that basis, denies them.

12 39. Amazon admits that on April 15, 2024, the U.S. Food and Drug
13 Administration (FDA) issued an updated safety communication warning consumers not
14 to use certain brands of saline and sterile water medical products from Nurse Assist,
15 LLC, due to potential sterility concerns. Amazon further admits that Plaintiff purports to
16 selectively quote the FDA's announcement. The referenced recall announcement speaks
17 for itself. Amazon denies any characterization of the recall announcement inconsistent
18 with its actual content.

20 40. Amazon lacks sufficient knowledge or information to form a belief as to the
21 truth of the allegations in Paragraph 40 and, on that basis, denies them.

23 41. Amazon admits that Norman Vallade purchased a McKesson Sterile Water
24 product (ASIN B08LDPRPKJ) from a third-party seller "Health & Prime" via Order ID
25 114-1042938-1178651 on January 14, 2023. Amazon denies all remaining allegations in
26 Paragraph 41.

1 42. Amazon admits that on March 4, 2025, its counsel advised Plaintiff's
2 counsel that Health & Prime was a seller associated with the Sterile Water product at
3 issue. Amazon denies that Plaintiff was previously unaware of this information. Amazon
4 alleges that the identity of Health & Prime as the seller was readily available to Plaintiff
5 at the time of purchase, including through the order confirmation details and the product
6 listing on Amazon.com, both of which contained the same seller information later relayed
7 by counsel. Except as expressly admitted, Amazon denies the remaining allegations of
8 paragraph 42.
9

10
11 43. Amazon lacks sufficient knowledge or information to form a belief as to the
12 truth of the allegations in Paragraph 43 and, on that basis, denies them.

13 44. Amazon reasserts and incorporates its responses to the allegations set forth
14 above as though fully stated herein.
15

16 45. To the extent that the allegations in Paragraph 45 are directed at a party
17 other than Amazon, no response is required. However, to the extent they are directed at
18 Amazon, Amazon denies them.

19 46. To the extent that the allegations in Paragraph 46 are directed at a party
20 other than Amazon, no response is required. However, to the extent they are directed at
21 Amazon, Amazon denies them.
22

23 47. To the extent that the allegations in Paragraph 47 are directed at a party
24 other than Amazon, no response is required. However, to the extent they are directed at
25 Amazon, Amazon denies them.
26

1 48. Amazon lacks sufficient knowledge or information to form a belief as to the
2 truth of the allegations in Paragraph 48 and, on that basis, denies them.

3 49. To the extent that the allegations in Paragraph 49 are directed at a party
4 other than Amazon, no response is required. However, to the extent they are directed at
5 Amazon, Amazon denies them.
6

7 50. Amazon lacks sufficient knowledge or information to form a belief as to the
8 truth of the allegations in 50 and, on that basis, denies them.
9

10 51. To the extent that the allegations in Paragraph 51 are directed at a party
11 other than Amazon, no response is required. However, to the extent they are directed at
12 Amazon, Amazon lacks sufficient knowledge or information to form a belief as to the
13 truth of the allegations in 51 and, on that basis, denies them.
14

15 52. Amazon lacks sufficient knowledge or information to form a belief as to the
16 truth of the allegations in Paragraph 52 and, on that basis, denies them.

17 53. Amazon admits only that on November 6, 2023, Nurse Assist, LLC, issued
18 a recall for certain lots of 0.9% Sodium Chloride Irrigation USP and Sterile Water for
19 Irrigation USP. Amazon lacks sufficient knowledge or information to form a belief as to
20 the truth of the remaining allegations in Paragraph 53 and, on that basis, denies them.
21

22 54. Amazon lacks sufficient knowledge or information to form a belief as to the
23 truth of the allegations in Paragraph 54 and, on that basis, denies them.

24 55. Amazon lacks sufficient knowledge or information to form a belief as to the
25 truth of the allegations in Paragraph 55 and, on that basis, denies them.
26

1 56. Amazon denies the allegations in Paragraph 56, including any claim that
2 Plaintiff suffered injuries or damages as a direct and proximate result of Amazon's
3 actions or any defect in the product at issue.
4

5 57. Amazon reasserts and incorporates its responses to the allegations set forth
6 above as though fully stated herein.

7 58. To the extent that the allegations in Paragraph 58 are directed at a party
8 other than Amazon, no response is required. However, to the extent they are directed at
9 Amazon, Amazon denies them.
10

11 59. To the extent that the allegations in Paragraph 59 are directed at a party
12 other than Amazon, no response is required. However, to the extent they are directed at
13 Amazon, Amazon denies them.

14 60. To the extent that the allegations in Paragraph 60 are directed at a party
15 other than Amazon, no response is required. However, to the extent they are directed at
16 Amazon, Amazon denies them.
17

18 61. To the extent that the allegations in Paragraph 61 are directed at a party
19 other than Amazon, no response is required. However, to the extent they are directed at
20 Amazon, Amazon denies them.
21

22 62. To the extent that the allegations in Paragraph 62, including subparts (a)
23 through (g), are directed at a party other than Amazon, no response is required. However,
24 to the extent they are directed at Amazon, Amazon denies them.
25
26

1 63. To the extent that the allegations in Paragraph 63 are directed at a party
2 other than Amazon, no response is required. However, to the extent they are directed at
3 Amazon, Amazon denies them.

4 64. To the extent that the allegations in Paragraph 64 are directed at a party
5 other than Amazon, no response is required. However, to the extent they are directed at
6 Amazon, Amazon denies them, including any claim that Plaintiff sustained damages as a
7 direct and proximate result of any alleged negligence by Amazon.
8

9 65. Amazon reasserts and incorporates its responses to the allegations set forth
10 above as though fully stated herein.
11

12 66. Amazon denies the allegations in Paragraph 66, including any claim that it
13 was a provider of drug products within the State of Arizona or owed a duty under A.R.S.
14 § 32-1965.
15

16 67. Paragraph 67 sets forth a legal conclusion to which no response is required.
17 To the extent a response is deemed necessary, Amazon denies any allegations of
18 wrongdoing.

19 68. Paragraph 68 sets forth legal conclusions to which no response is required.
20 To the extent a response is deemed necessary, Amazon denies any allegations of
21 wrongdoing.
22

23 69. Amazon denies the allegations in Paragraph 69, including any claim that it
24 was a provider of drug products within the United States or owed a duty under 21 U.S.C.
25 § 331.
26

1 70. Paragraph 70 sets forth a legal conclusion to which no response is required.
2 To the extent a response is deemed necessary, Amazon denies any allegations of
3 wrongdoing.
4

5 71. Paragraph 71 sets forth a legal conclusion to which no response is required.
6 To the extent a response is deemed necessary, Amazon denies any allegations of
7 wrongdoing.
8

9 72. Paragraph 72 sets forth a legal conclusion to which no response is required.
10 To the extent a response is deemed necessary, Amazon denies any allegations of
11 wrongdoing.
12

13 73. To the extent that the allegations in Paragraph 73 are directed at a party
14 other than Amazon, no response is required. However, to the extent they are directed at
15 Amazon, Amazon denies them.
16

17 74. To the extent that the allegations in Paragraph 74 are directed at a party
18 other than Amazon, no response is required. However, to the extent they are directed at
19 Amazon, Amazon denies them, including any claim that Plaintiff sustained injuries or
20 damages as a direct and proximate result of Amazon's conduct.
21

AFFIRMATIVE DEFENSES

22 Without admitting any liability, Amazon asserts the following affirmative
23 defenses. By asserting these defenses, Amazon does not assume the burden of proof on
24 any issue where the law places that burden on Plaintiff.
25

1. Failure to State a Claim

26 Plaintiff's Complaint fails to state a claim upon which relief can be granted.

1 **2. No Duty Owed**

2 Amazon owed no legal duty to Plaintiff with respect to the product at issue,
3 including but not limited to duties regarding design, manufacturing, testing, or labeling.
4

5 **3. Third-Party Liability**

6 Any alleged injuries or damages suffered by Plaintiff were caused by the acts or
7 omissions of third parties, including but not limited to the manufacturer, distributor,
8 and/or seller of the product at issue, over whom Amazon had no control or responsibility.
9

10 **4. Comparative Fault**

11 To the extent Plaintiff suffered any injuries or damages, such damages were
12 caused, in whole or in part, by Plaintiff's own negligence, fault, or conduct, and any
13 recovery must be reduced accordingly under Arizona's comparative fault laws.
14

15 **5. Assumption of Risk**

16 Plaintiff knowingly and voluntarily assumed the risks associated with the use of
17 the product at issue.
18

19 **6. Intervening and Superseding Causes**

20 Any alleged injuries or damages were the result of independent, intervening, and
21 superseding causes that were not within Amazon's control or reasonably foreseeable.
22

23 **7. No Defect in Product**

24 The product at issue was not defective or unreasonably dangerous at the time it left
25 the control of Amazon, and Amazon denies any claim that it placed a defective product
26 into the stream of commerce.

1 **8. Compliance with Applicable Laws and Regulations**

2 Amazon acted in compliance with all applicable federal and state laws,
3 regulations, and industry standards, including but not limited to the Federal Food, Drug,
4 and Cosmetic Act (FDCA) and regulations enforced by the U.S. Food and Drug
5 Administration (FDA).
6

7 **9. Preemption**

8 Plaintiff's claims are preempted, in whole or in part, by federal law, including but
9 not limited to the FDCA, FDA regulations, and applicable preemption doctrines.
10

11 **10. Economic Loss Doctrine**

12 To the extent Plaintiff seeks purely economic damages, such claims are barred by
13 the economic loss doctrine.
14

15 **11. Failure to Mitigate Damages**

16 To the extent Plaintiff sustained any damages, Plaintiff failed to take reasonable
17 steps to mitigate those damages, and any recovery should be reduced accordingly.
18

19 **12. Statute of Limitations**

20 Plaintiff's claims are barred, in whole or in part, by the applicable statutes of
21 limitations.
22

23 **13. Statute of Repose**

24 Plaintiff's claims are barred, in whole or in part, by any applicable statute of
25 repose.
26

1 **14. Misuse or Alteration of the Product**

2 To the extent Plaintiff's alleged injuries were caused by misuse, improper use,
3 unintended use, or alteration of the product after it left the control of the manufacturer or
4 seller, Plaintiff's claims are barred.
5

6 **15. Spoliation of Evidence**

7 To the extent Plaintiff or any third party has failed to preserve or has altered,
8 destroyed, or otherwise spoliated evidence necessary for Amazon's defense, Plaintiff's
9 claims should be barred or Plaintiff's evidence should be subject to an adverse inference.
10

11 **16. Estoppel, Waiver, and Laches**

12 Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel,
13 waiver, and laches.
14

15 **17. Lack of Standing**

16 Plaintiff lacks standing to assert some or all of the claims alleged in the
17 Complaint.
18

19 **18. Collateral Source Rule**

20 Plaintiff's claims may be subject to offset or reduction under the collateral source
21 rule.
22

23 **19. No Proximate Cause**

24 Even if Plaintiff suffered injuries or damages, which Amazon denies, Amazon's
25 conduct was not the proximate cause of those injuries or damages.
26

1 **20. No Reliance on Representations**

2 Plaintiff did not reasonably or justifiably rely on any representations, warranties,
3 or statements allegedly made by Amazon regarding the product at issue.
4

5 **21. Punitive Damages Barred or Limited**

6 To the extent Plaintiff seeks punitive damages, such claims are barred or limited
7 under applicable law, including but not limited to due process limitations under the U.S.
8 and Arizona Constitutions.
9

10 **22. Lack of Privity**

11 Amazon did not sell the product at issue directly to Plaintiff, and therefore any
12 claims requiring contractual privity fail as a matter of law.
13

14 **23. A.R.S. § 12-683**

15 Plaintiff's claims are barred, in whole or in part, under A.R.S. § 12-683.
16

17 **24. Incorporation of Other Defenses**

18 Amazon adopts and incorporates by reference any applicable defenses asserted by
19 other Defendants, including but not limited to Nurse Assist, LLC, and McKesson
20 Corporation, to the extent such defenses are applicable to Amazon.

21 **25. Reservation of Additional Defenses**

22 Amazon reserves the right to assert additional defenses that may arise through
23 further investigation and discovery.
24

25 ///

26 ///

CROSS-CLAIMS

FIRST CROSS-CLAIM

AGAINST NURSE ASSIST, LLC FOR CONTRIBUTION

1. Amazon denies any liability to Plaintiff but asserts this cross-claim in the alternative should liability be established.

2. Nurse Assist, LLC designed, manufactured, and distributed the Sterile Water at issue in this case.

3. If Plaintiff suffered injuries or damages as alleged, those injuries or damages were caused in whole or in part by the actions, omissions, or negligence of Nurse Assist, LLC.

4. Under A.R.S. § 12-2501 et seq., Arizona law provides for contribution among joint tortfeasors.

5. To the extent Amazon is found liable to Plaintiff, which Amazon denies, Amazon is entitled to contribution from Nurse Assist, LLC in an amount proportionate to Nurse Assist, LLC's responsibility for Plaintiff's alleged injuries and damages.

WHEREFORE, Amazon requests judgment against Nurse Assist, LLC for contribution, along with attorneys' fees, costs, and any other relief the Court deems just and proper.

SECOND CROSS-CLAIM

AGAINST NURSE ASSIST, LLC FOR INDEMNIFICATION

6. Amazon denies any liability to Plaintiff but asserts this cross-claim in the alternative should liability be established.

1 7. Nurse Assist, LLC was responsible for the design, manufacture, labeling,
2 testing, distribution, and/or sale of the Sterile Water that is the subject of this lawsuit.

3 8. If Amazon is found liable to Plaintiff, its liability is passive, secondary, and
4 derivative of Nurse Assist, LLC's primary responsibility.

5 9. Nurse Assist, LLC had a duty to ensure that its product was safe for
6 consumer use and was not defective, mislabeled, or adulterated.

7 10. If Amazon is found liable, Amazon is entitled to full indemnification from
8 Nurse Assist, LLC for any and all damages, attorneys' fees, and costs incurred as a result
9 of this lawsuit.
10

11 WHEREFORE, Amazon requests judgment against Nurse Assist, LLC for full
12 indemnification, along with attorneys' fees, costs, and any other relief the Court deems
13 just and proper.
14

15 **THIRD CROSS-CLAIM**

16 **AGAINST MCKESSON CORPORATION FOR CONTRIBUTION**

17 11. Amazon denies any liability to Plaintiff but asserts this cross-claim in the
18 alternative should liability be established.
19

20 12. McKesson Corporation was involved in the distribution, supply, and/or sale
21 of the Sterile Water at issue.
22

23 13. If Plaintiff suffered injuries or damages, those injuries or damages were
24 caused in whole or in part by McKesson Corporation's actions, omissions, or negligence.

25 14. Under A.R.S. § 12-2501 et seq., Arizona law provides for contribution
26 among joint tortfeasors.

1 15. To the extent Amazon is found liable to Plaintiff, which Amazon denies,
2 Amazon is entitled to contribution from McKesson Corporation in an amount
3 proportionate to McKesson Corporation's responsibility for Plaintiff's alleged injuries
4 and damages.
5

6 WHEREFORE, Amazon requests judgment against McKesson Corporation for
7 contribution, along with attorneys' fees, costs, and any other relief the Court deems just
8 and proper.
9

10 **FOURTH CROSS-CLAIM**

11 **AGAINST MCKESSON CORPORATION FOR INDEMNIFICATION**

12 16. Amazon denies any liability to Plaintiff but asserts this cross-claim in the
13 alternative should liability be established.

14 17. McKesson Corporation was involved in the distribution, supply, and/or sale
15 of the Sterile Water that is the subject of this lawsuit.
16

17 18. If Amazon is found liable to Plaintiff, its liability is passive, secondary, and
18 derivative of McKesson Corporation's primary responsibility.

19 19. McKesson Corporation had a duty to ensure that the product was properly
20 handled, stored, and distributed in a safe condition.
21

22 20. If Amazon is found liable, Amazon is entitled to full indemnification from
23 McKesson Corporation for any and all damages, attorneys' fees, and costs incurred as a
24 result of this lawsuit.
25
26

1 WHEREFORE, Amazon requests judgment against McKesson Corporation for
2 full indemnification, along with attorneys' fees, costs, and any other relief the Court
3 deems just and proper.

4
5 **REQUEST FOR RELIEF**

6 WHEREFORE, having fully answered Plaintiff's Amended Complaint, asserted
7 its affirmative defenses, and set forth its cross-claims, Amazon respectfully requests that
8 the Court enter judgment in its favor and against Plaintiff as follows:

9
10 1. Dismissal with Prejudice – That Plaintiff's Amended Complaint and all
11 claims asserted therein be dismissed with prejudice in their entirety;

12 2. Judgment in Favor of Amazon – That judgment be entered in favor of
13 Amazon and against Plaintiff on all causes of action;

14 3. Denial of Damages – That Plaintiff take nothing by way of his Amended
15 Complaint, and that all requests for damages, including special, general, compensatory,
16 punitive, or any other form of relief, be denied in their entirety;

17 4. Costs and Attorneys' Fees – That Amazon be awarded its costs, reasonable
18 attorneys' fees, and expenses incurred in defending this action to the fullest extent
19 permitted by law;

20
21 5. Contribution and/or Indemnification – That, to the extent Amazon is found
22 liable for any damages, the Court enter judgment requiring Cross-Defendants to fully
23 indemnify and/or contribute to any damages or liability assessed against Amazon,
24 including attorneys' fees and litigation costs;
25
26

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2025, I electronically transmitted the attached documents to the Clerk's Office by using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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