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Nurse Assist LLC*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Norman Vallade, an individual,

Plaintiff,

v.

Amazon.com Services, LLC, a limited
liability company; Nurse Assist LLC, a
limited liability company; McKesson
Medical-Surgical, Inc.,

Defendants.

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

**DEFENDANT NURSE ASSIST, LLC's
ANSWER TO PLAINTIFF'S SECOND
AMENDED COMPLAINT; ANSWER
TO AMAZON.COM SERVICES,
LLC'S CROSSCLAIMS; AND
ANSWER TO MCKESSON MEDICAL-
SURGICAL, INC.'S CROSSCLAIMS**

Defendant, Nurse Assist, LLC ("Defendant" or "Nurse Assist"), by and through
Counsel undersigned, hereby Answers Plaintiff Norman Vallade's Amended Complaint.

INTRODUCTION¹

1. Nurse Assist lacks sufficient knowledge or information to form a belief as to
the truth of the allegations in Paragraph 1 and therefore denies same.

PARTIES

2. Nurse Assist lacks sufficient knowledge or information to form a belief as to
the truth of the allegations in Paragraph 2 and therefore denies same.

3. Nurse Assist lacks sufficient knowledge or information to form a belief as to
the truth of the allegations in Paragraph 3 and therefore denies same.

¹ Nurse Assist repeats the headings as used in the Amended Complaint for ease of reference
and organization purposes. Nurse Assist does not admit to the contents or statements
contained in each heading.

1 4. Nurse Assist admits only that Nurse Assist is incorporated in the state of
2 Delaware but currently lacks sufficient knowledge or information to form a belief as to the
3 truth of the remaining allegations in Paragraph 4 and therefore denies same.

4 5. Nurse Assist lacks sufficient knowledge or information to form a belief as to
5 the truth of the allegations in Paragraph 5 and therefore denies same.

6 6. Nurse Assist lacks sufficient knowledge or information to form a belief as to
7 the truth of the allegations in Paragraph 6 and therefore denies same.

8 **JURISDICTION AND VENUE**

9 7. Nurse Assist lacks sufficient knowledge or information to form a belief as
10 to the truth of the allegations in Paragraph 7 and therefore denies same.

11 8. Paragraph 8 contains a legal conclusion to which no response is required. To
12 the extent a response is deemed to be required, Nurse Assist lacks sufficient knowledge or
13 information to form a belief as to the truth of the allegations in Paragraph 7 and therefore
14 denies same.

15 9. Nurse Assist lacks sufficient knowledge or information to form a belief as to
16 the truth of the allegations in Paragraph 9 and therefore denies same.

17 10. Paragraph 10 contains a legal conclusion to which no response is required.
18 To the extent a response is deemed to be required, Nurse Assist lacks sufficient knowledge
19 or information to form a belief as to the truth of the allegations regarding Tier designation
20 contained within Paragraph 10 and therefore denies same.

21 **FACTUAL ALLEGATIONS**

22 11. Nurse Assist lacks sufficient knowledge or information to form a belief as to
23 the truth of the allegations in Paragraph 11 and therefore denies same.

24 12. Nurse Assist lacks sufficient knowledge or information to form a belief as to
25 the truth of the allegations in Paragraph 12 and therefore denies same.

26 13. Nurse Assist lacks sufficient knowledge or information to form a belief as to
27 the truth of the allegations in Paragraph 13 and therefore denies same.

28 14. Nurse Assist lacks sufficient knowledge or information to form a belief as to

1 the truth of the allegations in Paragraph 14 and therefore denies same.

2 15. Nurse Assist lacks sufficient knowledge or information to form a belief as to
3 the truth of the allegations in Paragraph 15 and therefore denies same.

4 16. Nurse Assist lacks sufficient knowledge or information to form a belief as to
5 the truth of the allegations in Paragraph 16 and therefore denies same.

6 17. Nurse Assist lacks sufficient knowledge or information to form a belief as to
7 the truth of the allegations in Paragraph 17 and therefore denies same.

8 18. Nurse Assist lacks sufficient knowledge or information to form a belief as to
9 the truth of the allegations in Paragraph 18 and therefore denies same.

10 19. Nurse Assist lacks sufficient knowledge or information to form a belief as to
11 the truth of the allegations in Paragraph 19 and therefore denies same.

12 20. Nurse Assist lacks sufficient knowledge or information to form a belief as to
13 the truth of the allegations in Paragraph 20 and therefore denies same.

14 21. Nurse Assist lacks sufficient knowledge or information to form a belief as to
15 the truth of the allegations in Paragraph 21 and therefore denies same.

16 22. Nurse Assist lacks sufficient knowledge or information to form a belief as to
17 the truth of the allegations in Paragraph 22 and therefore denies same.

18 23. Nurse Assist lacks sufficient knowledge or information to form a belief as to
19 the truth of the allegations in Paragraph 23 and therefore denies same.

20 24. Nurse Assist lacks sufficient knowledge or information to form a belief as to
21 the truth of the allegations in Paragraph 24 and therefore denies same.

22 25. Nurse Assist lacks sufficient knowledge or information to form a belief as to
23 the truth of the allegations in Paragraph 25 and therefore denies same.

24 26. Nurse Assist lacks sufficient knowledge or information to form a belief as to
25 the truth of the allegations in Paragraph 26 and therefore denies same.

26 27. Nurse Assist lacks sufficient knowledge or information to form a belief as to
27 the truth of the allegations in Paragraph 27 and therefore denies same.

28 28. Nurse Assist lacks sufficient knowledge or information to form a belief as to

1 the truth of the allegations in Paragraph 28 and therefore denies same.

2 29. Nurse Assist lacks sufficient knowledge or information to form a belief as to
3 the truth of the allegations in Paragraph 29 and therefore denies same.

4 30. Nurse Assist lacks sufficient knowledge or information to form a belief as to
5 the truth of the allegations in Paragraph 30 and therefore denies same.

6 31. Nurse Assist lacks sufficient knowledge or information to form a belief as to
7 the truth of the allegations in Paragraph 31 and therefore denies same.

8 32. Nurse Assist lacks sufficient knowledge or information to form a belief as to
9 the truth of the allegations in Paragraph 32 and therefore denies same.

10 33. Nurse Assist lacks sufficient knowledge or information to form a belief as to
11 the truth of the allegations in Paragraph 33 and therefore denies same.

12 34. Nurse Assist lacks sufficient knowledge or information to form a belief as to
13 the truth of the allegations in Paragraph 34 and therefore denies same.

14 35. Nurse Assist lacks sufficient knowledge or information to form a belief as to
15 the truth of the allegations in Paragraph 35 and therefore denies same.

16 36. Nurse Assist lacks sufficient knowledge or information to form a belief as to
17 the truth of the allegations in Paragraph 36 and therefore denies same.

18 37. Nurse Assist lacks sufficient knowledge or information to form a belief as to
19 the truth of the allegations in Paragraph 37 and therefore denies same.

20 38. Nurse Assist lacks sufficient knowledge or information to form a belief as to
21 the truth of the allegations in Paragraph 38 and therefore denies same.

22 39. Nurse Assist lacks sufficient knowledge or information to form a belief as to
23 the truth of the allegations in Paragraph 39 and therefore denies same.

24 40. Nurse Assist lacks sufficient knowledge or information to form a belief as to
25 the truth of the allegations in Paragraph 40 and therefore denies same.

26 41. The allegations in Paragraph 41 do not appear to pertain to Nurse Assist and
27 therefore no response is required. To the extent a response is deemed required, Nurse Assist
28

1 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
2 in Paragraph 41 and therefore denies same.

3 42. The allegations in Paragraph 42 do not appear to pertain to Nurse Assist and
4 therefore no response is required. To the extent a response is deemed required, Nurse Assist
5 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
6 in Paragraph 42 and therefore denies same.

7 **COUNT I**
8 **Strict Products Liability – Manufacturing & Information Defect**
9 **(All Defendants)**

10 43. Nurse Assist incorporates all preceding answers as if answered again in full
11 herein.

12 44. Paragraph 44 does not appear to contain allegations to which a response is
13 required. To the extent a response is deemed required, Nurse Assist lacks sufficient
14 knowledge or information to form a belief as to the truth of the allegations in Paragraph 44
15 and therefore denies same.

16 45. Nurse Assist lacks sufficient knowledge or information to form a belief as to
17 the truth of the allegations in Paragraph 45 and therefore denies same. To the extent the
18 allegations are directed at other parties, no response is required.

19 46. Nurse Assist lacks sufficient knowledge or information to form a belief as to
20 the truth of the allegations in Paragraph 46 and therefore denies same. To the extent the
21 allegations are directed at other parties, no response is required.

22 47. Nurse Assist lacks sufficient knowledge or information to form a belief as to
23 the truth of the allegations in Paragraph 47 and therefore denies same. To the extent the
24 allegations are directed at other parties, no response is required.

25 48. Nurse Assist lacks sufficient knowledge or information to form a belief as to
26 the truth of the allegations in Paragraph 48 and therefore denies same. To the extent the
27 allegations are directed at other parties, no response is required.

28 49. Nurse Assist lacks sufficient knowledge or information to form a belief as to

1 the truth of the allegations in Paragraph 49 and therefore denies same.

2 50. Nurse Assist lacks sufficient knowledge or information to form a belief as to
3 the truth of the allegations in Paragraph 50 and therefore denies same. To the extent the
4 allegations are directed at other parties, no response is required.

5 51. Nurse Assist lacks sufficient knowledge or information to form a belief as to
6 the truth of the allegations in Paragraph 51 and therefore denies same. To the extent the
7 allegations are directed at other parties, no response is required.

8 52. Nurse Assist denies any allegations that it has manufactured an unreasonably
9 dangerous product and therefore denies in full the allegations in Paragraph 52. To the extent
10 the allegations are directed at other parties, no response is required.

11 53. Nurse Assist lacks sufficient knowledge or information to form a belief as to
12 the truth of the allegations in Paragraph 53 and therefore denies same.

13 54. Nurse Assist lacks sufficient knowledge or information to form a belief as to
14 the truth of the allegations in Paragraph 54 and therefore denies same.

15 55. Nurse Assist denies the allegations in Paragraph 55. To the extent the
16 allegations are directed at other parties, no response is required.

17 **COUNT II**
18 **Negligence**
19 **(All Defendants)**

20 56. Nurse Assist incorporates all preceding answers as if answered again in full
21 herein.

22 57. Nurse Assist lacks sufficient knowledge or information to form a belief as to
23 the truth of the allegations in Paragraph 57 and therefore denies same. To the extent the
24 allegations are directed at other parties, no response is required.

25 58. The allegations in paragraph 58 contain a legal conclusion to which no
26 response is required. To the extent a response is deemed to be required, Nurse Assist denies
27 the allegations in paragraph 58. To the extent the allegations are directed at other parties,
28 no response is required.

1 59. Nurse Assist denies the allegations in Paragraph 59. To the extent the
2 allegations are directed at other parties, no response is required.

3 60. Nurse Assist denies the allegations in Paragraph 60. To the extent the
4 allegations are directed at other parties, no response is required.

5 61. Nurse Assist denies the allegations in Paragraph 61 and Subparagraphs (a)
6 through (g). To the extent the allegations are directed at other parties, no response is
7 required.

8 62. Nurse Assist denies the allegations in Paragraph 62. To the extent the
9 allegations are directed at other parties, no response is required.

10 63. Nurse Assist denies the allegations in Paragraph 63. To the extent the
11 allegations are directed at other parties, no response is required.

12
13 **COUNT III**
14 **Negligence *Per Se***
15 **(All Defendants)**

16 64. Nurse Assist incorporates all preceding answers as if answered again in full
17 herein.

18 65. The allegations in paragraph 65 contain a legal conclusion to which no
19 response is required. To the extent a response is deemed to be required, Nurse Assist denies
20 the allegations in paragraph 65. To the extent the allegations are directed at other parties,
21 no response is required.

22 66. The allegations in paragraph 66 contain a legal conclusion to which no
23 response is required. To the extent a response is deemed to be required, Nurse Assist denies
24 the allegations in paragraph 66.

25 67. The allegations in paragraph 67 contain a legal conclusion to which no
26 response is required. To the extent a response is deemed to be required, Nurse Assist denies
27 the allegations in paragraph 67.

28 68. The allegations in paragraph 68 contain a legal conclusion to which no
response is required. To the extent a response is deemed to be required, Nurse Assist denies

1 the allegations in paragraph 68.

2 69. The allegations in paragraph 69 contain a legal conclusion to which no
3 response is required. To the extent a response is deemed to be required, Nurse Assist denies
4 the allegations in paragraph 69.

5 70. The allegations in paragraph 70 contain a legal conclusion to which no
6 response is required. To the extent a response is deemed to be required, Nurse Assist denies
7 the allegations in paragraph 70.

8 71. The allegations in paragraph 71 contain a legal conclusion to which no
9 response is required. To the extent a response is deemed to be required, Nurse Assist denies
10 the allegations in paragraph 71.

11 72. Nurse Assist denies the allegations in Paragraph 72. To the extent the
12 allegations are directed at other parties, no response is required.

13 73. Nurse Assist denies the allegations in Paragraph 73. To the extent the
14 allegations are directed at other parties, no response is required.

15 **GENERAL DENIAL**

16 Nurse Assist intends to have responded to each proper and applicable allegation in
17 the Complaint. If any allegation is deemed not to have been fully addressed, it is hereby
18 denied.

19 **JURY TRIAL DEMAND**

20 The undersigned, pursuant to Rule 38, Federal Rules of Civil Procedure, demands a
21 jury trial for all triable issues in this matter.

22 **AFFIRMATIVE AND OTHER DEFENSES**

23 Nurse Assist has not had an opportunity to ascertain the facts. Therefore, Nurse
24 Assist is unable to state with certainty all defenses it will assert, whether affirmative or
25 otherwise, and preserves all defenses. Nurse Assist asserts the following affirmative and
26 other defenses conditional upon facts, circumstances and matters learned through
27 discovery, investigation, disclosure, and from any other source. Nurse Assist does not
28 waive any defense, affirmative or otherwise, available now or in the future of this litigation.

1 The affirmative and other defenses stated by Nurse Assist are as follows:

- 2 1. Plaintiff's First Amended Complaint fails to state a claim upon which relief can
3 be granted and should be dismissed with prejudice.
- 4 2. Plaintiff's claims are barred by the doctrines of comparative negligence,
5 contributory negligence as well as avoidable consequences of Plaintiff and
6 others including non-parties at fault to be designated at a later date.
- 7 3. Plaintiff's claims are barred by his failure to exercise reasonable care for his own
8 safety.
- 9 4. Plaintiff's claims are barred by plaintiff's assumption of risk.
- 10 5. If Plaintiff used products manufactured, sold, or supplied by Nurse Assist, and
11 if it is shown that such use or exposure is causally related to Plaintiff's claims,
12 all of which are specifically denied, then it is alleged that Plaintiff was negligent
13 in several ways, including but not limited to: (a) in failing to read any instruction
14 or warnings on products; (b) by using improper techniques and methods in the
15 use and application of product for which Nurse Assist may have legal
16 responsibility, which responsibility is expressly denied; and (c) in otherwise
17 failing to exercise due care and caution under the circumstances.
- 18 6. Plaintiff, and/or other persons without Nurse Assist's knowledge and approval
19 redesigned, modified, altered and used Nurse Assist's products contrary to
20 instructions, custom and practice of the industry. This redesign, modification,
21 alteration and use substantially changed the product's character such that if there
22 was a defect in the product -- which is specifically denied -- such defect resulted
23 solely from the redesign, modification, alteration or other such treatment or
24 change and not from any act or omission by Nurse Assist. Therefore, said defect,
25 if any, was created by Plaintiff and/or other persons, as the case may be, and was
26 the direct and proximate cause of the injuries, death and damages, if any, that
27 Plaintiff allegedly suffered.
- 28 7. Plaintiff's claims may be barred as a matter of law due to statutory compliance.

1 *See* Restatement (Third) of Torts: Product Liability, Section 4, comment e.

2 8. Plaintiff's claims may be barred pursuant to the Restatement (Second) of Torts,
3 Section 402A, comment K.

4 9. Plaintiff's alleged damages, if any, should be apportioned among all parties at
5 fault, and any nonparties at fault.

6 10. Plaintiff's claims are barred to the extent they arose out of pre-existing injuries
7 or conditions.

8 11. Plaintiff's claims are barred by the applicable statute of limitations.

9 12. Plaintiff's claims are barred, in whole or in part, by any applicable statute of
10 repose.

11 13. Plaintiff's alleged injuries were caused by misuse, improper use, unintended use,
12 or alteration of the product after it left the control of the manufacturer or seller,
13 plaintiff's claims are barred.

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

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

21 16. Plaintiff cannot show that any alleged alternative design would render the
22 product safer overall under Restatement (Third) of Torts: Product Liability,
23 Section 2, comment f.

24 17. Nurse Assist acted in compliance with all applicable federal and state laws,
25 regulations, and industry standards, including but not limited to the Federal
26 Food, Drug, and Cosmetic Act (FDCA) and regulations enforced by the U.S.
27 Food and Drug Administration (FDA).

28 18. To the extent Plaintiff seeks purely economic damages, such claims are barred

1 by the economic loss doctrine

2 19. The product at issue was not defective or unreasonably dangerous at the time it
3 left the control of Nurse Assist, and Nurse Assist denies any claim that it placed
4 a defective product into the stream of commerce.

5 20. Plaintiff's alleged injuries or damages were the result of independent,
6 intervening, and superseding causes that were not within Nurse Assist's control
7 or reasonably foreseeable.

8 21. Nurse Assist affirmatively alleges that Plaintiff's claims may be barred by the
9 doctrine of spoliation of evidence.

10 22. Plaintiff failed to join all necessary and/or indispensable parties to this suit
11 pursuant to Rule 19 of the Federal Rules of Civil Procedure.

12 23. Plaintiff failed to mitigate his damages.

13 24. Plaintiff did not reasonably or justifiably rely on any representations, warranties,
14 or statements allegedly made by Nurse Assist regarding the product at issue.

15 25. Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel,
16 waiver, and laches.

17 26. Nurse Assist did not sell the product at issue directly to Plaintiff, and therefore
18 any claims requiring contractual privity fail as a matter of law.

19 27. Nurse Assist affirmatively alleges that Plaintiff's damages, if any, were caused
20 or contributed to by negligence of Plaintiff, or Plaintiff's agents, and that this
21 comparative negligence bars any recovery by Plaintiff.

22 28. Nurse Assist adopts by reference any additional applicable defense pleaded by
23 any other Defendants not otherwise pleaded herein.

24 29. Nurse Assist is entitled to indemnity from Co-Defendants Amazon.com
25 Services, LLC; McKesson Medical-Surgical, Inc.; Integrity Health Partners
26 LLC dba Health & Prime ("Health & Prime"); and any other defendant not yet
27 named or discovered.

28 30. The product at issue was sold in breach of any manufacturing contracts,

1 distribution contracts, and/or other related contract between Nurse Assist and
2 Co-Defendants Amazon.com Services, LLC; McKesson Medical-Surgical, Inc.;
3 Health & Prime; and any other defendant not yet named or discovered.

4 31. If punitive damages are sought, such claim for punitive damages is barred by the
5 Fifth Amendment to the United States Constitution, as applied to the States
6 through the Fourteenth Amendment, and by Article 2, Section 10 of the
7 Constitution of the United States.

8 32. To the extent punitive damages are sought, the amount of punitive damages
9 sought is unconstitutionally excessive under the United States Constitution, it
10 violates the Excessive Fines Clause of the Eighth Amendment, U.S. Const.
11 Amend. VIII, and the Due Process Clause of the Fourteenth Amendment, U.S.
12 Const. Amend. XIV, Section 1, and its counterpart under the Arizona
13 Constitution.

14 33. Any claim for punitive damages impermissibly seeks a multiple award of
15 punitive damages against Nurse Assist in violation of the Contracts Clause of
16 Article I, Section 10 of the United States Constitution; the Equal Protection
17 clause provision of the Fifth and Fourteenth Amendments of the United States
18 Constitution; and the right to be free of cruel and unusual punishment as
19 guaranteed under the Fifth, Eighth and Fourteenth Amendments to the United
20 States Constitution.

21 34. Nurse Assist cannot be held liable for punitive damages and/or exemplary
22 damages, which are or may be attributable to the conduct of other parties.
23 Further, Nurse Assist asserts that the alleged conduct of any other defendant
24 cannot, as a matter of law, provide a legal basis for the liability or imposition of
25 damages against other Defendants.

26 35. Nurse Assist reserves the right to (a) rely on any and all defenses and
27 presumptions set forth in or arising from any rule or law or statute whose
28 substantive law might control the relevant action; (b) reply upon any other

applicable defenses set forth in any Answer or disclosure of affirmative defenses of any other defendant in the above-captioned action (including, without limitation, any case transferred to the above-captioned action), except to the extent that they would impose liability on Defendant; (c) rely upon any other defenses that may become apparent during fact or expert discovery in this matter; and (d) supplement these defenses with any additional defenses that subsequently become apparent or available during discovery in this matter, or at trial.

WHEREFORE, having fully answered the Complaint, Nurse Assist contests each and every prayer for relief in the Complaint and request the following relief:

- a. That Plaintiff's Complaint against Nurse Assist be dismissed with prejudice;
- b. That Plaintiff recovers no damages from Nurse Assist;
- c. That Defendants be awarded costs incurred and attorneys' fees incurred;
- d. That Defendants be granted such other relief that the Court may deem appropriate.

ANSWER TO AMAZON.COM SERVICES, LLC'S CROSSCLAIMS

Nurse Assist, LLC ("Nurse Assist") hereby answers cross-claims asserted by Co-Defendant Amazon.com Services, LLC ("Amazon"). Nurse Assist only intends to answer the cross-claims asserted by Amazon against Nurse Assist, and not those asserted against McKesson Medical-Surgical, Inc. ("MMS") or other co-defendants not yet named. To the extent a response is deemed required as to Amazon's cross-claims against MMS and MMS, Nurse Assist lacks sufficient knowledge and information to form an answer a belief as to the truth of the allegations and therefore denies same.

FIRST CROSS-CLAIM

AGAINST NURSE ASSIST, LLC FOR CONTRIBUTION

Nurse Assist hereby Answers Amazon's First and Second Cross-Claims asserted against Nurse Assist as follows:

2. Nurse Assist lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 2 Amazon's First Cross-Claim and therefore denies same. Nurse Assist affirmatively alleges that it has no knowledge of the exact product sold by Amazon in this case or whether it was manufactured by Nurse Assist. Any product sold by Amazon related to this matter was not purchased directly from Nurse Assist nor distributed by Nurse Assist to Amazon.

4. Paragraph 4 of Amazon's First Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required, Nurse Assist denies the allegations.

SECOND CROSS-CLAIM

20 6. Paragraph 6 of Amazon’s Second Cross-Claim does not contain allegations
21 requiring a response. To the extent a response is deemed required, Nurse Assist denies the
22 allegations.

1 8. Paragraph 8 of Amazon's Second Cross-Claim appears to contain legal
2 conclusions to which no response is required. To the extent a response is deemed required,
3 Nurse Assist denies the allegations.

4 9. Paragraph 9 of Amazon's Second Cross-Claim appears to contain legal
5 conclusions to which no response is required. To the extent a response is deemed required,
6 Nurse Assist lacks sufficient knowledge or information to form a belief as to the truth of
7 the allegations in Paragraph 9 of Amazon's Second Cross-Claim and therefore denies same.
8 Nurse Assist affirmatively alleges that it has no knowledge of the exact product sold by
9 Amazon in this case or whether it was manufactured by Nurse Assist. Any product sold by
10 Amazon related to this matter was not purchased directly from Nurse Assist nor distributed
11 by Nurse Assist to Amazon.

12 10. Paragraph 10 of Amazon's Second Cross-Claim appears to contain legal
13 conclusions to which no response is required. To the extent a response is deemed required,
14 Nurse Assist denies the allegations.

15 WHEREFORE, Nurse Assist denies that Amazon is owed contribution or indemnity
16 in this matter. Nurse Assist affirmatively alleges that:

17 1. If the product at issue in this matter is found to have been manufactured by
18 Nurse Assist, it was improperly sold by Amazon or Amazon's third-party seller Health &
19 Prime without Nurse Assist's knowledge;

20 2. The product at issue is a prescription product improperly sold by Amazon;

21 3. Amazon and/or its third-party sellers lacked authorization to sell the product
22 at issue;

23 4. The product at issue was damaged or altered while in Amazon's care and
24 possession;

25 5. If Nurse Assist is found liable, Nurse Assist is entitled to full indemnification
26 from Amazon for any and all damages, attorneys' fees, and costs incurred as a result of this
27 lawsuit.

28

ANSWER TO MCKESSON MEDICAL-SURGICAL, INC.'s CROSSCLAIMS

Nurse Assist, LLC (“Nurse Assist”) hereby answers cross-claims asserted by Co-Defendant McKesson Medical-Surgical, Inc. (“MMS”). Nurse Assist only intends to answer the cross-claims asserted by MMS against Nurse Assist, and not those asserted against Amazon.com Services, LLC (“Amazon”) or other co-defendants not yet named. To the extent a response is deemed required as to MMS’s cross-claims against Amazon, Nurse Assist lacks sufficient knowledge and information to form an answer a belief as to the truth of the allegations and therefore denies same.

FIRST CROSS-CLAIM

AGAINST NURSE ASSIST, LLC FOR CONTRIBUTION

Nurse Assist hereby Answers MMS’s First Cross-Claim asserted against Nurse Assist as follows

1. Paragraph 1 of MMS’s First Cross-Claim does not contain allegations requiring a response. To the extent a response is deemed required, Nurse Assist denies the allegations.

2. Nurse Assist lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 2 MMS’s First Cross-Claim and therefore denies same. Nurse Assist affirmatively alleges that it has no knowledge of the exact product sold in this case or whether it was manufactured by Nurse Assist. Any Nurse Assist product distributed or sold by MMS related to this matter was done so improperly and/or in breach of contract and in contravention of the law with respect to prescription products.

3. Nurse Assist denies the allegations in Paragraph 2 MMS’s First Cross-Claim.

4. Paragraph 4 of MMS’s First Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required, Nurse Assist denies the allegations.

5. Paragraph 5 of MMS’s First Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required, Nurse Assist denies the allegations.

SECOND CROSS-CLAIM**AGAINST NURSE ASSIST, LLC FOR INDEMNIFICATION**

6. Paragraph 6 of MMS's Second Cross-Claim does not contain allegations requiring a response. To the extent a response is deemed required, Nurse Assist denies the allegations.

7. Nurse Assist lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 7 of MMS's Second Cross-Claim and therefore denies same. Nurse Assist affirmatively alleges that it has no knowledge of the exact product sold by Amazon in this case or whether it was manufactured by Nurse Assist. Any Nurse Assist product distributed or sold by MMS related to this matter was done so improperly and/or in breach of contract and in contravention of the law with respect to prescription products. Further, any product sold by Amazon related to this matter was not purchased directly from Nurse Assist nor distributed by Nurse Assist to Amazon.

8. Paragraph 8 of MMS's Second Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required, Nurse Assist denies the allegations.

9. Paragraph 9 of MMS's Second Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required, Nurse Assist lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 9 of MMS's Second Cross-Claim and therefore denies same. Nurse Assist affirmatively alleges that it has no knowledge of the exact product sold by Amazon in this case or whether it was manufactured by Nurse Assist. Any Nurse Assist product distributed or sold by MMS related to this matter was done so improperly and/or in breach of contract and in contravention of the law with respect to prescription products. Further, any product sold by Amazon related to this matter was not purchased directly from Nurse Assist nor distributed by Nurse Assist to Amazon.

10. Paragraph 10 of MMS's Second Cross-Claim appears to contain legal conclusions to which no response is required. To the extent a response is deemed required,

1 Nurse Assist denies the allegations.

2 WHEREFORE, Nurse Assist denies that MMS is owed contribution or indemnity
3 in this matter. Nurse Assist affirmatively alleges that:

4 1. If the product at issue in this matter is found to have been manufactured by
5 Nurse Assist, it was improperly sold or distributed by MMS without Nurse Assist's
6 knowledge;

7 2. The product at issue is a prescription product improperly sold or distributed
8 by MMS;

9 3. The product at issue was damaged or altered while in MMS's care and
10 possession;

11 4. If Nurse Assist is found liable, Nurse Assist is entitled to full indemnification
12 from MMS for any and all damages, attorneys' fees, and costs incurred as a result of this
13 lawsuit.

14
15 DATED this 13th day of June, 2025.

16
17 **GORDON REES SCULLY**
18 **MANSUKHANI, LLP**

19 By: /s/Jill Ormond
20 Jill J. Ormond
21 Shawn J. Alves
22 *Attorneys for Defendant Nurse Assist*
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CERTIFICATE OF SERVICE

I hereby certify that on June 13, 2025, I electronically transmitted the foregoing document to the Clerk's Office using the CM/ECF System for filing thereby transmitting a notice of electronic filing to all counsel and parties of record.

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