

1 BRYAN CAVE LEIGHTON PAISNER LLP, #145700  
Sean K. McElenney, 016987  
2 Janessa E. Doyle, 037889  
Two North Central Avenue, Suite 2100  
3 Phoenix, Arizona 85004-4406  
Telephone: (602) 364-7000  
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5 [janessa.doyle@bclplaw.com](mailto:janessa.doyle@bclplaw.com)

6 Attorneys for Defendant McKesson Corporation

7 **IN THE UNITED STATES DISTRICT COURT**  
8 **IN AND FOR THE DISTRICT OF ARIZONA**

9 Norman Vallade, an individual,  
10 Plaintiff,

No.

**NOTICE OF REMOVAL**

11 vs.

12 Amazon.com Services, LLC, a limited  
liability company; Nurse Assist, LLC, a  
13 limited liability company; and McKesson  
Corporation,  
14 Defendants.  
15

16 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

17 Please take notice that, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446 and LRCiv  
18 3.6, Defendant McKesson Corporation (“McKesson”) hereby removes this civil action from  
19 the Superior Court of Arizona for the County of Yavapai (the “Superior Court”), where it is  
20 currently pending as Case No. S1300CV202401135, to the United States District Court for  
21 the District of Arizona, Phoenix Division. As set forth below, removal is proper pursuant to  
22 28 U.S.C. § 1441(a) because this Court has original jurisdiction based on diversity under 28  
23 U.S.C. § 1332.

24 **I. TIMELINESS OF REMOVAL**

25 1. On November 19, 2024, Plaintiff Norman Vallade (“Plaintiff”) filed a  
26 Complaint in the Superior Court [Exhibit B] captioned *Norman Vallade v. Amazon.com,*  
27 *Inc., et al.*, Case No. S1300CV202401135 (the “State Court Action”).  
28

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TELEPHONE: (602) 364-7000

1           2.       Plaintiff filed an Amended Complaint on February 12, 2025, in the State Court  
2 Action (“Amended Complaint”) [Exhibit J]. The Amended Complaint lists Amazon.com  
3 Services, LLC (“Amazon”), Nurse Assist, LLC, (“Nurse Assist”), and McKesson as  
4 defendants (collectively, “Defendants”). The Amended Complaint asserts causes of action  
5 for strict products liability-manufacturing and information defect, negligence, and  
6 negligence *per se*.

7           3.       On February 14, 2025, Plaintiff served McKesson with the Amended  
8 Complaint and Summons.

9           4.       This Notice of Removal is timely because it is filed within thirty (30) days of  
10 service of the Complaint and Summons. *See* 28 U.S.C. § 1446(b).

11           **II.     VENUE**

12           5.       The Superior Court of the State of Arizona, Yavapai County is located within  
13 the District of Arizona. 28 U.S.C. § 82. Venue is therefore proper in this Court because it is  
14 the “district and division embracing the place where such action is pending.” *Id.* § 1441(a).

15           **III.    THIS CASE IS REMOVABLE UNDER DIVERSITY JURISDICTION**

16           6.       Removal of this action is proper under 28 U.S.C. § 1441 and 28 U.S.C.  
17 § 1332(a) because there is complete diversity of citizenship between the parties and the  
18 amount in controversy exceeds \$75,000, exclusive of interest and costs.

19           **A.    Complete Diversity Exists.**

20           7.       At the time of the filing of the Amended Complaint, Plaintiff alleges that he is  
21 a citizen and resident of the County of Yavapai, Arizona. [Exhibit J, ¶ 2]

22           8.       A corporation is a citizen of the state where it is incorporated and the state  
23 where it maintains its principal place of business for diversity jurisdiction purposes. 28  
24 U.S.C. § 1332(c)(1). Additionally, for diversity purposes, a limited liability company is  
25 deemed to be a citizen of any state in which any member of the company is a citizen. *See*  
26 *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Plaintiff  
27 fails to allege any citizenship with respect to Amazon and Nurse Assist that would defeat  
28 diversity or preclude removal.

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1           9.       Plaintiff alleges that Amazon is a foreign limited liability company.<sup>1</sup> [[Exhibit  
2 J, ¶ 3] Amazon is a limited liability company whose sole member is Amazon.com Sales,  
3 Inc., which is incorporated in the state of Delaware and maintains its principal place of  
4 business in Washington. Accordingly, Amazon is a citizen of Delaware and Washington.  
5 [Exhibit K, ¶ 3]

6           10.       Plaintiff alleges that Nurse Assist is a foreign limited liability company.  
7 [Exhibit J, ¶ 4] Upon information and belief, and based upon a prior federal court filing by  
8 Nurse Assist, “Nurse Assist is a citizen of Delaware, Texas, and Massachusetts.” [Exhibit  
9 1] Additionally, upon information and belief, Nurse Assist is a limited liability company  
10 wholly owned by Big Tree Road, LLC, a Delaware limited liability company solely managed  
11 by Kevin Seifert a citizen and resident of Massachusetts. [*Id.*] Accordingly, Nurse Assist is  
12 a citizen of Delaware, Texas, and/or Massachusetts. The docket does not reflect any service  
13 on Nurse Assist as of the date of the instant filing.

14           11.       Plaintiff alleges that McKesson is a foreign corporation. [Exhibit J, ¶ 5]  
15 McKesson is incorporated in the state of Delaware and maintains its principal place of  
16 business in Texas. Accordingly, McKesson is a citizen of Delaware and Texas.

17           12.       Because this case could have been brought originally in this Court under 28  
18 U.S.C. § 1332(a), removal is appropriate under 28 U.S.C. § 1441.

19                   **B. The Amount in Controversy Exceeds \$75,000.**

20           13.       The Amended Complaint also alleges that this is a Tier 3 case. [Exhibit J, ¶ 9]  
21 Under Ariz. R. Civ. P. 26.2(c)(3)(A), Tier 3 actions include claims of \$300,000 or more. As  
22 such, the amount in controversy exceeds \$75,000.

23           14.       By the statements contained in this Notice of Removal, McKesson does not  
24 concede that Plaintiff is entitled to any damages.

25

26

27 <sup>1</sup> In Paragraph 3 of the Amended Complaint Plaintiff describes Amazon as a “foreign  
28 corporation,” however, Amazon is named in the Amended Complaint as a limited liability  
company.

1 **IV. CONSENT AND NOTICE**

2 15. All defendants who have been “properly joined and served” have consented to  
3 this removal. 28 U.S.C. § 1446(b)(2)(A). To this end, counsel for McKesson has conferred  
4 with counsel for Amazon, who expressed his verbal consent to this removal.

5 16. There is no evidence that Nurse Assist has been served with process as of the  
6 time of this removal, and, therefore, the Court need not consider its consent for purposes of  
7 removal. *See Baiul v. NBC Sports, a division of NBCUniversal Media, LLC*, 732 F. App’x 529,  
8 530–31 (9th Cir. 2018) (finding that district court did not err in denying the plaintiff’s motion  
9 to remand because the unanimity rule only applies to defendants “properly joined and served”  
10 at the time of removal), *as amended* (June 13, 2018); *see also Cachet Residential Builders, Inc.*  
11 *v. Gemini Ins. Co.*, 547 F. Supp. 2d 1028, 1032 (D. Ariz. 2007) (finding removal proper without  
12 the co-defendant’s consent because the plaintiff failed to properly serve the co-defendant with  
13 process).

14 17. Under 28 U.S.C. § 1446(a) and LRCiv 3.6, true and correct copies of all  
15 available documents and records in the State Court Action, including the Complaint,  
16 Amended Complaint, Summonses, Civil Cover Sheet, Notice of Removal, and docket are  
17 attached as Exhibits A-L to the Declaration of Janessa E. Doyle, attached to this Notice of  
18 Removal.

19 18. Pursuant to LRCiv 3.6, McKesson states that it is not aware of any pending or  
20 undecided motions in the State Court Action.

21 19. A copy of the Notice of Removal to Federal Court has been filed with the  
22 Superior Court Clerk of Yavapai County in accordance with 28 U.S.C. § 1446(d), and is  
23 attached to the Declaration as Exhibit L.

24 **V. NON-WAIVER OF DEFENSES**

25 20. McKesson expressly reserves all of its defenses. By removing the action to  
26 this Court, McKesson does not waive any rights or defenses available under either federal  
27 or state law. McKesson expressly reserves the right to move for dismissal of the Complaint  
28 pursuant to Rule 12 of the Federal Rules of Civil Procedure. Nothing in this Notice of

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1 Removal should be taken as an admission that Plaintiff's allegations are sufficient to state a  
2 claim or have any substantive merit.

3 DATED this 17th day of March, 2025.

4 BRYAN CAVE LEIGHTON PAISNER LLP

5  
6 By /s/ Sean K. McElenney  
7 Sean K. McElenney  
8 Janessa E. Doyle  
9 Two North Central Avenue, Suite 2100  
10 Phoenix, Arizona 85004-4406  
11 Attorneys for Defendant McKesson  
12 Corporation

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TELEPHONE: (602) 364-7000

**CERTIFICATE OF SERVICE**

I hereby certify that on March 17, 2025, I electronically submitted the attached document to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing.

/s/ Cathy Russell \_\_\_\_\_

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# ***EXHIBIT 1***

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

WILLIAM BUTT,

Plaintiff,

vs.

AMAZON, INC., NURSE ASSIST, LLC,  
and MATTHEW G. RIVARD, D.D.S., P.A.  
d/b/a SMILES BY DESIGN 816,

Defendants.

CIVIL ACTION No. \_\_\_\_\_

**NOTICE OF REMOVAL TO FEDERAL COURT**

Pursuant to 28 U.S.C. § 1446, Defendant Nurse Assist, LLC files this Notice of Removal to remove this civil action styled *William Butt v. Amazon, Inc, et al.* from the Supreme Court of the State of New York, Richmond County, wherein it was filed at Index No. 150498/2024, to the United States District Court for the Eastern District at Brooklyn, and shows unto this Honorable Court as follows:

1. On or about March 8, 2024, Plaintiff William Butt filed this civil action styled *William Butt v. Amazon, Inc., et al.* in the Supreme Court of the State of New York, Richmond County, at Index No. 150498/2024. A true and correct copy of the Summons with Notice is attached hereto as **Exhibit A** and is incorporated herein by reference.

2. Plaintiff alleges personal injuries from using 0.9% Sodium Chloride Sterline Saline 250 ml.

3. Defendant Nurse Assist, LLC was served with the Summons with Notice on March 19, 2024.



4. This action could have been originally filed in this Court pursuant to 28 U.S.C. §§ 1332 and 1367, in that there is a complete diversity between the parties and the amount in controversy claimed in the Notice exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. This Notice of Removal is filed timely. Pursuant to 28 U.S.C. § 1446(b), the notice is filed within thirty (30) days of receipt by Nurse Assist of “the initial pleading” being a copy of the Summons with Notice.

### **DIVERSITY OF CITIZENSHIP**

6. Complete diversity of citizenship exists between the parties. Upon information and belief, Plaintiff was and still is a resident of Richmond County, New York. (*See* Ex. A, Summons with Notice).

7. Defendant Nurse Assist, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in Haltom City, TX. Nurse Assist, LLC is wholly owned by Big Tree Road, LLC, a Delaware limited liability company principally located in Massachusetts. Pursuant to 28 U.S.C. § 1332(c)(1), Nurse Assist is a citizen of Delaware, Texas, and Massachusetts. Defendant Nurse Assist, LLC is not, and was not at the time of the filing, a citizen of the State of New York within the meaning of the Acts of Congress relating to the removal of cases.

8. Upon information and belief, Defendant Matthew G. Rivard, D.D.S., P.A. d/b/a Smiles by Design 816 (hereinafter “Smiles by Design 816”), is a professional association organized and existing under the laws of the State of Kansas with a principal place of business of 3357 Harvester Rd., Kansas City, KS. (*See* Ex. A, Summons with Notice). Pursuant to 28 U.S.C. § 1332(c)(1), Defendant Smiles by Design 816 is a citizen of Kansas. Smiles by Design 816 is not, and was not at the time of the filing, a citizen of the State of New York within the meaning of the Acts of Congress relating to the removal of cases.<sup>2</sup>

9. Upon information and belief, Defendant Amazon, Inc., is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 410 Terry Avenue North, Seattle, WA. (*See* Ex. A, Summons with Notice). Pursuant to 28 U.S.C. § 1332(c)(1), Defendant Amazon is a citizen of Washington. Amazon is not, and was not at the time of the filing, a citizen of the State of New York within the meaning of the Acts of Congress relating to the removal of cases.

**THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000**

10. Plaintiff seeks “the principal sum of \$50,000,000.00, together with punitive damages, interest, costs, and attorney’s fees.” (*See* Ex. A, Notice). Thus, Plaintiff is claiming damages in excess of the requisite amount in controversy for purposes of diversity jurisdiction under 28 U.S.C. § 1332(a).

**THE OTHER REMOVAL PREREQUISITES HAVE BEEN SATISFIED**

11. A copy of this Notice of Removal is being filed with the Summons with Notice, as provided by law, and written notice is being sent to all parties and all counsel of record.

12. Defendants, Matthew G. Rivard, D.D.S., P.A. d/b/a Smiles by Design 816 and Amazon, Inc., have not yet appeared in the Supreme Court, Richmond County action, so the only defendant who has been properly joined and served (Nurse Assist, LLC) consents to this request. A true and correct copy of the Document List for Index No. 150498/2024 as of April 8, 2024 is attached hereto as **Exhibit B** and is incorporated herein by reference.

13. The prerequisites for removal under 28 U.S.C. § 1441 have been met.

14. The allegations contained in this Notice are true and correct and within the jurisdiction of the United States District Court for the Eastern District of New York at Brooklyn, and this cause is removable to the United States District Court for the Eastern District of New York at Brooklyn.

15. If any question arises as to the propriety of the removal of this action, Defendant Nurse Assist, LLC respectfully request the opportunity to present a brief and oral argument in support of its position that this case is removable.

**WHEREFORE**, Defendant Nurse Assist, LLC, desiring to remove this case to the United States District Court for the Eastern District of New York being the district and division of said Court for the County in which said action is pending, prays that the filing of this Notice of Removal shall effect the removal of said suit to this Court.

Dated this 8<sup>th</sup> day of April, 2024.

Respectfully submitted,

/s/ Arthur A. Povelones, Jr.

Arthur A. Povelones, Jr., Esq.  
HARDIN, KUNDLA, MCKEON & POLETTI, P.A.  
673 Morris Avenue  
Springfield, NJ 07081  
Telephone: 973-912-5222  
Facsimile: 973-912-9212  
Email: apovelones@hkmpp.com

*Attorneys for Defendant, Nurse Assist, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record in accordance with the Rules of Civil Procedure on this 8<sup>th</sup> day of April, 2024 as follows:

Leigh H. Sutton, Esq.  
Sutton & Smyth, LLP  
30 Wall Street, 8<sup>th</sup> Floor  
New York, NY 10005  
*Attorney for Plaintiff, William Butt*

I hereby certify that a true and correct copy of the foregoing document has been forwarded to co-Defendants via First Class Mail on this 8<sup>th</sup> day of April, 2024 as follows:

Matthew G. Rivard, D.D.S., P.A. d/b/a Smiles by Design 816  
3357 Harvester Road  
Kansas City, KS 66115

Amazon.com, Inc.  
c/o Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808

*/s/ Arthur A. Povelones, Jr.*  
Arthur A. Povelones, Jr., Esq.  
HARDIN, KUNDLA, MCKEON & POLETTO, P.A.  
*Attorneys for Defendant, Nurse Assist, LLC*

# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND

Index No.:

-----X  
WILLIAM BUTT,

Date Purchased:

Plaintiff(s),

**SUMMONS WITH NOTICE**

-against-

Plaintiff designates Richmond County as the place of trial.

AMAZON, INC., NURSE ASSIST, LLC, and MATTHEW G. RIVARD, D.D.S., P.A. d/b/a SMILES BY DESIGN 816,

The basis of venue is the County in which the incident arose

Defendant(s).  
-----X

Plaintiff resides at  
601 West Fingerboard Road  
Staten Island, New York

**TO THE ABOVE-NAMED DEFENDANT(S):**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York  
March 8, 2024

Yours, etc.,

**SUTTON & SMYTH, LLP**



By: \_\_\_\_\_

Leigh H. Sutton, Esq.  
*Attorneys for Plaintiff*  
WILLIAM BUTT  
30 Wall Street, 8<sup>th</sup> Floor  
New York, New York 10005  
[lsutton@suttonandsmyth.com](mailto:lsutton@suttonandsmyth.com)

To:

**FILED: RICHMOND COUNTY CLERK 03/08/2024 10:11 PM**

RECEIVED NYSCEF: 03/08/2024

NYSCEF DOC. NO. 1

NURSE ASSIST, LLC  
4409 Haltom Road  
Haltom City, Texas 76117

MATTHEW G. RIVARD, D.D.S., P.A. d/b/a SMILES BY DESIGN 816  
3357 Harvester Road  
Kansas City, Kansas 66115

AMAZON, INC.  
410 Terry Avenue North  
Seattle, Washington 98109-5210

**NOTICE**

This is an action for strict liability, negligence, failure to warn, breach of express warranties, breach of implied warranties, negligent manufacture, negligent design, negligent infliction of emotional distress, and punitive damages as against the defendants, NURSE ASSIST, LLC, MATTHEW G. RIVARD, D.D.S., P.A. d/b/a SMILES BY DESIGN 816, and AMAZON, INC. The causes of action arise from the Plaintiff's use in or about August/September of 2023 of non-sterile 0.9% Sodium Chloride Sterile Saline 250ml that was designed, manufactured, distributed and sold by Defendants.

**WHEREFORE**, Plaintiff demands judgment against the Defendants in the principal sum of \$50,000,000.00, together with punitive damages, interest, costs, and attorney's fees.

# **EXHIBIT B**





NYSCEF

Richmond County Supreme Court

Case: 24-cv-02885-DWM Document Filed 04/08/24 Page 17 of 18

**Document List**

**Index # 150498/2024**

Created on:04/08/2024 01:35 PM

Case Caption: **WILLIAM BUTT v. AMAZON, INC. et al**

Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS WITH NOTICE	Processed	03/08/2024	Sutton, L.

## Business Entity Summary

ID Number: 001657509

[Request certificate](#)

[New search](#)

Summary for: **BIG TREE ROAD LLC**

<b>The exact name of the Foreign Limited Liability Company (LLC):</b> BIG TREE ROAD LLC		
<b>Entity type:</b> Foreign Limited Liability Company (LLC)		
<b>Identification Number:</b> 001657509		
<b>Date of Registration in Massachusetts:</b> 05-15-2023		<b>Date of Revival:</b>
<b>Last date certain:</b>		
<b>Organized under the laws of:</b> State: DE Country: USA on: 05-04-2021		
<b>The location of the Principal Office:</b>		
Address: 971 1ST AVENUE		
City or town, State, Zip code, Country: OSTERVILLE, MA 02655 USA		
<b>The location of the Massachusetts office, if any:</b>		
Address: 971 1ST AVENUE		
City or town, State, Zip code, Country: OSTERVILLE, MA 02655 USA		
<b>The name and address of the Resident Agent:</b>		
Name: C T CORPORATION SYSTEM		
Address: 155 FEDERAL ST. SUITE 700		
City or town, State, Zip code, Country: BOSTON, MA 02110 USA		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
MANAGER	KEVIN SEIFERT	971 1ST AVENUE OSTERVILLE, MA 02655 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address
REAL PROPERTY	KEVIN SEIFERT	971 1ST AVENUE OSTERVILLE, MA 02655 USA
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
<b>View filings for this business entity:</b>		
<div style="border: 1px solid black; padding: 5px;">                     ALL FILINGS                      Annual Report                      Annual Report - Professional                      Application For Registration                      Certificate of Amendment                      ...                 </div>		
<a href="#">View filings</a>		
<b>Comments or notes associated with this business entity:</b>		

[New search](#)

1 BRYAN CAVE LEIGHTON PAISNER LLP, #145700  
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2 Janessa E. Doyle, 037889  
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4 Fax: (602) 364-7070  
Email: [sean.mcelenney@bclplaw.com](mailto:sean.mcelenney@bclplaw.com)  
5 [janessa.doyle@bclplaw.com](mailto:janessa.doyle@bclplaw.com)

6 Attorneys for Defendant McKesson Corporation

7 **IN THE UNITED STATES DISTRICT COURT**

8 **IN AND FOR THE DISTRICT OF ARIZONA**

9 Norman Vallade, an individual,

No.

10 Plaintiff,

**DECLARATION OF JANESSA E.  
DOYLE IN SUPPORT OF  
REMOVAL**

11 vs.

12 Amazon.com Services, LLC, a limited  
liability company; Nurse Assist, LLC, a  
13 limited liability company; and McKesson  
Corporation,

14 Defendants.  
15

16 I, Janessa E. Doyle, declare as follows:

17 1. I am one of the attorneys in this matter for Defendant McKesson Corporation  
18 (“McKesson”). I have personal knowledge of the facts set forth in this declaration.

19 2. I am an attorney with the law firm Bryan Cave Leighton Paisner LLP and have  
20 practiced since 2022 in the State of Arizona.

21 3. On November 19, 2024, Plaintiff Norman Vallade (“Plaintiff”) filed an action  
22 in the Superior Court of the State of Arizona, Yavapai County, entitled *Norman Vallade v.*  
23 *Amazon.com, Inc., et al.*, Case No. S1300CV202401135 (“Action”).

24 4. Plaintiff served McKesson on February 14, 2025.

25 5. The Notice of Removal is timely filed under 28 U.S.C. § 1446(b).

26 6. McKesson served a copy of the Notice of Removal on Plaintiff in accordance  
27 with 28 U.S.C. § 1446(d).  
28

BRYAN CAVE LEIGHTON PAISNER LLP  
TWO NORTH CENTRAL AVENUE, SUITE 2100  
PHOENIX, ARIZONA 85004-4406  
TELEPHONE: (602) 364-7000

1 7. Exhibit A attached hereto is the most recent Yavapai County Superior Court  
2 docket for the Action that I printed on March 17, 2025.

3 8. Exhibits B to L attached hereto are true and correct copies of the documents  
4 filed with the Yavapai County Superior Court in the Action and constitute the entire record  
5 of the proceedings in Yavapai County Superior Court.

6 I declare under the penalty of perjury under the laws of the United States of America  
7 that the foregoing is true and correct.

8  
9 DATED this 17th day of March, 2025.

10 BRYAN CAVE LEIGHTON PAISNER LLP

11  
12 By /s/ Janessa E. Doyle  
13 Sean K. McElenney  
14 Janessa E. Doyle  
15 Two North Central Avenue, Suite 2100  
16 Phoenix, Arizona 85004-4406  
17 Attorneys for Defendant McKesson  
18 Corporation  
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**CERTIFICATE OF SERVICE**

I hereby certify that on March 17, 2025, I electronically submitted the attached document to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing.

/s/ Cathy Russell

---

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**NORMAN VALLADE v. AMAZON.COM SERVICES, LLC, et al.**

**Case No. S1300CV202401135**

**INDEX OF EXHIBITS TO  
MCKESSON CORPORATION'S NOTICE OF REMOVAL**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Docket Yavapai County Superior Court Case No. S1300CV202401135
B	Complaint
C	Certificate of Compulsory Arbitration
D	Summons to Amazon.com Services, LLC
E	Summons to Amazon.com, Inc.
F	Notice of Impending Dismissal
G	Summons to Nurse Assist, LLC
H	Summons to Nurse Assist, LLC dba McKesson
I	Summons to McKesson Corporation
J	Amended Complaint
K	Defendant Amazon.com Services LLC's Answer and Defenses to Plaintiff's Amended Complaint and Cross- Claims
L	Notice of Removal

# ***EXHIBIT A***

[Back to results](#)

## Case Details

## Case Information

Case Number	Filing Date	Case Title	Case Category	Case Type Code	Case Status	Court	Judicial Officer Name
S1300CV202401135	11/19/2024	NORMAN VALLADE vs AMAZON.COM, INC. et al.	CIVIL	C18	OPEN	Yavapai County Superior	KRISTYNE SCHAAF-OLSON

## Party Information

First Name	Middle Name	Last Name	Date of Birth	Role	City	State	Vehicle Registration Hold
		GALLAGHER AND KENNEDY P.A.		Attorney Firm			N
NORMAN		VALLADE		PLAINTIFF			N
		AMAZON.COM, INC.		DEFENDANT			N
		NURSE ASSIST, LLC		DEFENDANT			N
SHANNON	L	CLARK		Attorney			N
		AMAZON.COM SERVICES, LLC		DEFENDANT			N
Christopher	S	Coleman		Attorney			N

## Charge Information

Charge Code	Charge Description	Charge Class	Disposition	Disposition Date
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No data available

## Event Information

Exhibit A



Docket Description

Date

Preview  
Document

Add To Cart

Remove From  
Cart



Exhibit A

COMPLAINT: Complaint	11/19/2024		Item Available For Download Add to Cart 	 Remove Item
ARBITRATION: CERTIFICATE OF COMPULSORY ARBITRATION - IS NOT SUBJECT TO	11/19/2024		Item Available For Download Add to Cart 	 Remove Item
SUMMONS: SUMMONS	11/19/2024		Item Available For Download Add to Cart 	 Remove Item
SUMMONS: SUMMONS	11/19/2024		Item Available For Download Add to Cart 	 Remove Item
NOTICE: Impending Dismissal	01/31/2025		Item Available For Download Add to Cart 	 Remove Item
SUMMONS: SUMMONS	02/12/2025		Item Available For Download Add to Cart 	 Remove Item
SUMMONS: SUMMONS	02/12/2025		Item Available For Download Add to Cart 	 Remove Item
SUMMONS: SUMMONS	02/12/2025		Item Available For Download Add to Cart 	 Remove Item
COMPLAINT: AMENDED COMPLAINT	02/12/2025		Item Available For Download Add to Cart 	 Remove Item

ANSWER: AND CROSS CLAIM

03/14/2025



Item Available For  
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## Hearing Information

Courtroom Description

Date

Hearing Type

Hearing Result

No data available

v1.1.5

# ***EXHIBIT B***

1 Shannon L. Clark (Bar No. 019708)  
2 Gallagher & Kennedy, P.A.  
3 2575 East Camelback Road  
4 Phoenix, Arizona 85016  
5 [slc@gknet.com](mailto:slc@gknet.com)  
6 Telephone: (602) 530-8194  
7 Facsimile: (602) 530-8000  
8 *Attorney for Plaintiff*

9 **SUPERIOR COURT OF THE STATE OF ARIZONA**  
10 **COUNTY OF YAVAPAI**

11 NORMAN VALLADE, an individual,  
12  
13 Plaintiff,

No.

v.

**COMPLAINT**

14 AMAZON.COM, INC., a corporation; and  
15 NURSE ASSIST, LLC, a limited liability  
16 company d/b/a MCKESSON,  
17 Defendant.

- 1. **Strict Products Liability**
- 2. **Negligence**
- 3. **Negligence *Per Se***

18 Plaintiff Norman Vallade (“Mr. Vallade”) for his claims against Defendants  
19 Amazon.com, Inc. (“Amazon”) and Nurse Assist, LLC d/b/a McKesson (“Nurse Assist”)  
20 (collectively “Defendants”), alleges as follows:

21 **INTRODUCTION**

22 1. Beginning on or around January 14, 2023, Plaintiff Mr. Vallade began using  
23 McKesson Sterile Water, a product designed, manufactured, marketed, distributed and/or  
24 sold by Defendants, to clean a surgical wound on his foot. As a result of a manufacturing  
25 defect rendering the Sterile Water nonsterile, Mr. Vallade’s wounds did not heal. Instead,  
26 they grew infected, and Mr. Vallade had to undergo further medical procedures to remedy  
the infection. The Sterile Water Mr. Vallade used was later recalled. These events resulted  
in severe emotional, physical, and economic damages to Plaintiff for which Defendants are  
responsible.

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**PARTIES**

2. Plaintiff Norman Vallade resides in Yavapai County, Arizona.

3. Defendant Amazon, upon information and belief, is a foreign corporation authorized to do and doing business in Yavapai County, Arizona.

4. Defendant Nurse Assist, upon information and belief, is a foreign limited liability company authorized to do and doing business in Yavapai County, Arizona.

**JURISDICTION AND VENUE**

5. The acts and events hereinafter alleged occurred in Yavapai County, Arizona.

6. Venue is proper under A.R.S. § 12-401.

7. Plaintiff has incurred damages in an amount exceeding the minimum jurisdictional limit of this Court.

8. Based on the amount in controversy, this action qualifies as a Tier 3 case.

**FACTUAL ALLEGATIONS**

9. On January 11, 2023, Mr. Vallade underwent reconstructive surgery on his right foot. As part of the reconstruction, surgeons placed internal hardware in Mr. Vallade’s foot and installed an external fixator.

10. On January 14, 2023, Mr. Vallade purchased a case of forty-eight 100mL bottles of McKesson Sterile Water for Irrigation USP (“Sterile Water”) from Defendant Amazon’s online storefront (Order Number 112-4201476-8488261).

11. Shortly thereafter, Mr. Vallade received his order of forty-eight McKesson Sterile Water bottles, USP 100ML 3.4 FL OZ., PART # 37-6250 UDI 612479168572, Lot # 22073661, with an expiration date of July 18, 2024.

12. Sterile water is a medical product used for irrigation or flushing of wounds or medical tubing, among other applications.

13. On or around January 14, 2023, Mr. Vallade began using the Sterile Water to

1 clean the surgical wound incision sites on his right foot.

2 14. On April 4, 2023, Mr. Vallade underwent another surgery whereby doctors  
3 repaired his tibia and removed the external fixator from his January 11, 2023, surgery.

4 15. Mr. Vallade continued to use Sterile Water to clean his wounds from the April  
5 4, 2023, surgery.

6 16. By May 31, 2023, the surgical site on Mr. Vallade's foot still had not healed.  
7 To the contrary, the wound was now deep enough to expose bone, and doctors noted  
8 necrosis/gangrene of his skin and bone.

9 17. As a result of the wound's failure to heal, Mr. Vallade underwent yet another  
10 surgery on May 31, 2023, this time to attach a vacuum-assisted wound closure device (a  
11 "wound VAC") to his foot. The wound improved while it was treated with the wound VAC,  
12 but bone was still exposed.

13 18. Mr. Vallade did not use Sterile Water while the wound VAC was attached.

14 19. Once the wound VAC was removed, Mr. Vallade continued to use Sterile  
15 Water to clean the wound site.

16 20. Because the wound still had not healed properly, Mr. Vallade underwent  
17 plastic surgery on July 25, 2023, to close the wound site.

18 21. After the plastic surgery, the wound site was wrapped with bandages for  
19 several weeks. During this period, Mr. Vallade did not use Sterile Water.

20 22. Once the wound had healed enough to transition from full bandage wrap to  
21 smaller gauze bandages, Mr. Vallade resumed use of Sterile Water to clean his wound site  
22 between bandage changes.

23 23. In October 2023, Mr. Vallade began experiencing symptoms of an infection,  
24 including redness and swelling of his foot as well as a high fever. While these symptoms  
25 would be concerning for any individual, it was particularly concerning for Mr. Vallade, who  
26

1 is an immunocompromised type 1 diabetic.

2 24. Mr. Vallade was admitted to the hospital on October 26, 2023, in relation to  
3 the bacterial infection developing from his wound.

4 25. At the hospital, Mr. Vallade underwent three separate surgeries on October  
5 27th, October 30th, and November 3rd, respectively. During these surgeries, the surgeon  
6 removed bone, hardware, and tissue from Mr. Vallade’s right foot, then created a skin flap  
7 graft to cover the wound site.

8 26. While at the hospital, doctors placed a picc line in Mr. Vallade’s chest so that  
9 he could continue to administer additional antibiotics to himself at home, which he did daily  
10 for five weeks following his discharge from the hospital. Doctors also placed Mr. Vallade  
11 on an oral medication to suppress the infection, which he took until March 21, 2024.

12 27. Mr. Vallade remained in the hospital for a total of twelve days, over the course  
13 of which time he was being treated intravenously with no less than two antibacterial drugs  
14 in order to control the infection. He was discharged on November 6, 2023.

15 28. On November 6, 2023, Defendant Nurse Assist issued a recall for certain lots  
16 of Sterile Water, including the case Mr. Vallade had purchased and used to clean his wound  
17 sites throughout the year.

18 29. That same day, the U.S. Food & Drug Administration issued a safety  
19 communication warning consumers not to use the recalled Sterile Water.

20 30. According to Nurse Assist’s recall announcement, the product was recalled  
21 when routine product testing identified “[t]he potential for a compromised sterile barrier.”

22 31. Nurse Assist’s recall announcement stated that, for immunocompromised  
23 consumers such as Mr. Vallade, “there is a possibility that the use of the affected product  
24 could potentially result in severe or life-threatening adverse events.”

25 32. Specifically, “[a]n open wound exposed to non-sterile products could  
26



1 potentially put the patient at risk of infection.” *See Avanos Medical, Inc. Announces*  
2 *Voluntary Recall in Response to Nurse Assist, LLC Sterile Water Medical Products Recall,*  
3 U.S. Food & Drug Administration (Feb. 27, 2024), [https://www.fda.gov/safety/recalls-](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical)  
4 [market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical)  
5 [response-nurse-assist-llc-sterile-water-medical](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical).

6 33. On November 28, 2023, Defendant Amazon notified Mr. Vallade via e-mail  
7 that the Sterile Water he purchased had been recalled.

8 34. On December 26, 2023, Mr. Vallade underwent another surgery to complete  
9 the skin flap graft covering his wound site.

10 35. Doctors specializing in infectious diseases recommended that Mr. Vallade  
11 have the remaining hardware from his initial foot surgery removed and replaced with fresh  
12 hardware to ensure all contaminated materials were removed from his system. On February  
13 14, 2024, Mr. Vallade underwent the suggested surgery.

14 36. On March 12, 2024, the U.S. Food & Drug Administration updated its recall  
15 safety communication to state that it “is receiving reports of adverse events associated with  
16 the use of Nurse Assist products.”

17 37. Mr. Vallade’s recovery is ongoing.

18  
19 **COUNT I**  
20 **Strict Products Liability – Manufacturing & Information Defect**  
21 **(All Defendants)**

22 38. Plaintiff incorporates the allegations set forth above.

23 39. Plaintiff brings this strict liability claim against Defendants for defective  
24 manufacturing, rendering their product unreasonably dangerous.

25 40. Prior to the Sterile Water recall, Defendants engaged in the business of  
26 testing, developing, designing, manufacturing, marketing, selling, distributing, and/or  
promoting the Sterile Water that Mr. Vallade purchased, which was defective and

1 unreasonably dangerous to consumers, including Plaintiff, thereby placing the Sterile Water  
2 into the stream of commerce. These actions were under the ultimate control and supervision  
3 of Defendants.

4 41. Defendants designed, researched, developed, manufactured, produced, tested,  
5 assembled, labeled, advertised, promoted, marketed, sold, and/or distributed the Sterile  
6 Water product that Mr. Vallade used, as described above.

7 42. At all times herein mentioned, Defendants' Sterile Water product was used  
8 by Mr. Vallade in the manner expected and intended by Defendants.

9 43. Upon information and belief, Defendants' Sterile Water product was  
10 defective at the time of its manufacture, development, production, testing, inspection,  
11 endorsement, distribution, and sale, and at the time the product left the possession of  
12 Defendant in that, and not by way of limitation, the product differed from Defendants'  
13 intended results and intended designs and specifications, and from other ostensibly identical  
14 units of the same product lines.

15 44. Upon information and belief, the Sterile Water was manufactured in an  
16 unsafe, defective, and inherently dangerous manner that was dangerous for use by the  
17 public, and, in particular, immunocompromised consumers like Mr. Vallade.

18 45. Defendants' Sterile Water product reached the intended consumers, handlers,  
19 and users or other persons coming into contact with the product in Arizona and throughout  
20 the United States, including Plaintiff, without substantial change in its condition as  
21 designed, manufactured, sold, distributed, labeled, and/or marketed by Defendants.

22 46. Defendants' Sterile Water lacked a warning to consumers that the product  
23 might, in fact, be nonsterile and therefore dangerous to consumers, particularly  
24 immunocompromised consumers. To the contrary, the label on the product referred to the  
25 product as "Sterile" water and stated, "Contents STERILE in unopened, undamaged  
26

1 package.”

2 47. The manufacture of Defendants’ product was so unreasonably dangerous to  
3 consumers that the product was recalled on November 6, 2023.

4 48. Prior to the recall, Mr. Vallade used Defendants’ Sterile Water product to  
5 clean his surgical wounds.

6 49. Mr. Vallade’s wounds became infected as a direct and proximate result of his  
7 use of Defendants’ Sterile Water.

8 50. As a direct and proximate result of Defendants’ defectively manufactured,  
9 defectively labeled, and unreasonably dangerous product, Mr. Vallade: suffered severe  
10 bodily injury, including scarring from multiple additional surgeries necessitated by use of  
11 Defendants’ defective product; suffered and continues to suffer great pain of body and  
12 mind; incurred and will continue to incur expenses related to medical treatment of his  
13 injuries; suffered loss of income; suffered the loss of enjoyment of life; and has been  
14 otherwise damaged as to be further shown by the evidence at trial.

15 **COUNT II**  
16 **Negligence**  
17 **(All Defendants)**

18 51. Plaintiff incorporates the allegations set forth above.

19 52. At all relevant times, Defendants designed, tested, manufactured, distributed,  
20 advertised, marketed, and/or sold Sterile Water for use by consumers in the United States,  
21 such as Mr. Vallade.

22 53. At all relevant times, Defendants had a duty to exercise reasonable care in  
23 designing, manufacturing, labeling, testing, inspecting, distributing, advertising, marketing,  
24 and/or selling their product.

25 54. Upon information and belief, Defendants knew or should have known that the  
26 Sterile Water was defectively manufactured and posed a high risk of serious injury or death,  
particularly to immunocompromised individuals.

1           55. Defendants breached their duty of reasonable care by putting a product into  
2 the marketplace that they knew or should have known was inherently dangerous,  
3 particularly for immunocompromised consumers.

4           56. Further, upon information and belief, Defendants breached the duties owed to  
5 consumers of its Sterile Water product by committing the following negligent acts and  
6 omissions:

- 7           a. Failing to adequately maintain and monitor the safety of its products,  
8 premises, equipment, and/or employees;
- 9           b. Failing to properly operate its manufacturing facilities and equipment in a  
10 safe, clean, and sanitary manner;
- 11           c. Failing to adopt, implement, and/or follow adequate sterility policies and  
12 procedures;
- 13           d. Failing to apply its sterility safety policies and procedures to ensure the sterile  
14 condition of its Sterile Water product, premises, and/or equipment;
- 15           e. Failing to adopt, implement, and/or follow sterility policies and procedures  
16 that meet industry standards for the safe and sterile production of sterile  
17 water;
- 18           f. Failing to properly train its employees and agents on how to ensure sterility  
19 and prevent compromised sterile barriers; and/or
- 20           g. Failing to adequately inspect and test its processing facilities, equipment, and  
21 products to ensure sterile barriers remained uncompromised.

22           57. Further, Defendants negligently represented to consumers that Sterile Water  
23 was sterile, intending for consumers to rely on the product's sterility in deciding to purchase  
24 and use the product, without exercising reasonable care to ensure the product was in fact  
25 sterile. Plaintiff justifiably relied on Defendants' negligent misrepresentation and was  
26

1 injured as a result.

2 58. As a direct and proximate result of Defendants' negligent handling,  
3 manufacturing, inspection, testing, and misrepresentation, Plaintiff sustained damages in an  
4 amount to be proven at trial.

5 **COUNT III**  
6 **Negligence Per Se**  
7 **(All Defendants)**

8 59. Plaintiff incorporates the allegations set forth above.

9 60. Defendant Nurse Assist, its employees, agents, and/or those working on its  
10 behalf, as providers of drug products within the State of Arizona, owe a duty to comply  
11 with A.R.S. § 32-1965.

12 61. A.R.S. § 32-1965(1) prohibits the act or causing of “[t]he manufacture, sale,  
13 holding, or offering for sale of any drug, devise, poison, or hazardous substance that is  
14 adulterated or misbranded.”

15 62. Under A.R.S. § 32-1966, a drug or devise is adulterated if any of the following  
16 conditions are met, among others:

- 17 a. If it consists in whole or in part of any filthy, putrid or decomposed substance;  
18 b. If it has been produced, prepared, packed, or held under unsanitary conditions  
19 whereby it may have been contaminated with filth, or is not securely protected  
20 from dust, dirt, and, as far as may be necessary by all reasonable means, from  
21 all foreign or injurious contamination, or whereby it may have been rendered  
22 injurious to health;  
23 c. If the methods used in, or the facilities or controls used for, its manufacture,  
24 processing, packing, or holding do not conform to or are not operated or  
25 administered in conformity with current good manufacturing practice to  
26 assure that such drug or device meets the requirements of this chapter as to  
safety and has the identity and strength, and meets the quality, which it is

- 1 represented to possess;
- 2 d. If it is a drug the name of which is recognized in an official compendium, and
- 3 its strength differs from, or its quality or purity falls below, the standard set
- 4 forth in such compendium; or
- 5 e. If it is not a drug the name of which is recognized in an official compendium
- 6 and its purity or quality falls below that which it purports or is represented to
- 7 possess.

8 A.R.S. § 32-1966(1)-(3), (6), (7).

9 63. Defendant Nurse Assist, its employees, agents, and/or those working on its

10 behalf, as providers of drug products within the United States, owe a duty to comply with

11 21 U.S.C. § 331.

12 64. 21 U.S.C. § 331(a) prohibits the act or causing of “[t]he introduction or

13 delivery for introduction into interstate commerce of any food, drug, device, tobacco

14 product, or cosmetic that is adulterated or misbranded.”

15 65. Under 21 U.S.C. § 351, a drug or devise is adulterated if any of the following

16 conditions are met, among others:

- 17 a. If it consists in whole or in part of any filthy, putrid, or decomposed substance;
- 18 b. If it has been prepared, packed, or held under insanitary conditions whereby
- 19 it may have been contaminated with filth, or whereby it may have been
- 20 rendered injurious to health;
- 21 c. If it is a drug and the methods used in, or the facilities or controls used for, its
- 22 manufacture, processing, packing, or holding do not conform to or are not
- 23 operated or administered in conformity with current good manufacturing
- 24 practice to assure that such drug meets the requirements of 21 USCS §§ 301
- 25 *et seq.* as to safety and has the identity and strength, and meets the quality and
- 26 purity characteristics, which it purports or is represented to possess;

- 1 d. If it purports to be or is represented as a drug the name of which is recognized  
2 in an official compendium, and its strength differs from, or its quality or purity  
3 falls below, the standard set forth in such compendium; or  
4 e. If it is not a drug the name of which is recognized in an official compendium  
5 and its strength differs from, or its purity or quality falls below, that which it  
6 purports or is represented to possess.

7 21 U.S.C. § 351(a)-(c).

8 66. A.R.S. § 32-1965 and 21 U.S.C. § 331 are statutes designed to protect the  
9 safety of consumers like Mr. Vallade.

10 67. Upon information and belief, Defendants, its employees, agents, or those  
11 working on its behalf, failed to comply with A.R.S. § 32-1965 and 21 U.S.C. § 331 and are  
12 therefore liable to Plaintiff under the doctrine of negligence *per se*.

13 68. As a direct and proximate result of Defendants' failure to comply with  
14 A.R.S. § 32-1965 and 21 U.S.C. § 331, Plaintiff sustained injuries and damages in an  
15 amount to be proven at trial.

16 **JURY DEMAND**

17 Plaintiff hereby demands a jury trial.

18 **RULE 26.2 TIER ALLEGATION**

19 Pursuant to Rule 26.2(c)(3), the Court should assign this case to Tier 3.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 22 (a) For special damages in an amount to be proven at trial;  
23 (b) For general damages in an amount to be proven at trial;  
24 (c) For an amount representative of Plaintiff's medical bills and lost wages—past  
25 and future—in an amount to be proven at trial;  
26 (d) For all costs incurred and to be incurred herein;

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- (e) For interest on the above sums from the date of judgment until paid;
- (f) For pre-judgment interest on Plaintiff's reasonably necessary medical expenses; and
- (g) For such further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 19th day of November, 2024.

GALLAGHER & KENNEDY, P.A.

By: */s/ Shannon L. Clark*  
\_\_\_\_\_  
Shannon L. Clark  
2575 East Camelback Road  
Phoenix, Arizona 85016  
*Attorney for Plaintiff*



# ***EXHIBIT C***

FILED  
DONNA McQUALITY  
CLERK, SUPERIOR COURT  
11/19/2024 3:46PM  
BY: ANGARCIA  
DEPUTY

Case No.: S1300CV202401135  
HON. KRISTYNE SCHAAF-OLSON

Person/Attorney Filing: Shannon L Clark  
Mailing Address: 2575 E Camelback Rd, Ste 1100  
City, State, Zip Code: Phoenix, AZ 85016  
Phone Number: (602)530-8000  
E-Mail Address: slc@gknet.com  
 Representing Self, Without an Attorney  
(If Attorney) State Bar Number: 019708, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF YAVAPAI

Norman Vallade  
Plaintiff(s),  
v.  
Amazon.com, Inc., et al.  
Defendant(s).

Case No.

**CERTIFICATE OF  
COMPULSORY ARBITRATION**

I certify that I am aware of the dollar limits and any other limitations set forth by the Local Rules of Practice for the Yavapai County Superior Court, and I further certify that this case IS NOT subject to compulsory arbitration, as provided by Rules 72 through 77 of the Arizona Rules of Civil Procedure.

RESPECTFULLY SUBMITTED this November 19, 2024

By: Shannon L Clark /s/  
Plaintiff/Attorney for Plaintiff

# ***EXHIBIT D***

Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
AultorOfficeGeneralNo1

1 Shannon L. Clark (Bar No. 019708)  
2 Gallagher & Kennedy, P.A.  
3 2575 East Camelback Road  
4 Phoenix, Arizona 85016  
5 [slc@gknet.com](mailto:slc@gknet.com)  
6 Telephone: (602) 530-8194  
7 Facsimile: (602) 530-8000  
8 *Attorney for Plaintiff*

9  
10 **SUPERIOR COURT OF THE STATE OF ARIZONA**  
11 **COUNTY OF YAVAPAI**

12 NORMAN VALLADE, an individual,  
13  
14 Plaintiff,

No. S1300CV202401135

15 v.

**SUMMONS**

16 AMAZON.COM SERVICES, LLC., a  
17 limited liability company; NURSE  
18 ASSIST, LLC, a limited liability  
19 company; and MCKESSON  
20 CORPORATION,  
21  
22 Defendant.

23 **WARNING: This is an official document from the Court that affects your rights.**  
24 **Read this carefully. If you do not understand it, contact a lawyer for help.**

25 FROM THE STATE OF ARIZONA TO: Amazon.com Services, LLC

- 26
1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
  2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the **Clerk of the Superior Court, 120 S. Cortez, Prescott, AZ 86303**, or Clerk of the Superior Court, 2840 N. Commonwealth Drive, Camp Verde, AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
  3. If this Summons and the other court papers were served on you by a registered process server or the Sheriff within the State of Arizona, you must answer within **TWENTY (20) CALENDAR DAYS** from the date you were served, not counting the day you were served. If this Summons and the other papers were served on you

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by a registered process server to the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after date of the first publication.

**NOTICE: If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: February 12<sup>th</sup>, 2025  
DONNA McQUALITY, Clerk of the Superior Court  
By: [Signature]  
Deputy Clerk

REQUESTS FOR REASONABLE ACCOMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

# ***EXHIBIT E***

Person Filing: Shannon L Clark  
Address (if not protected): 2575 E Camelback Rd, Ste 1100  
City, State, Zip Code: Phoenix, AZ 85016  
Telephone: (602)530-8000  
Email Address: slc@gknet.com  
Representing  Self or  Attorney for:  
Lawyer's Bar Number: 019708, Issuing State: AZ

**SUPERIOR COURT OF ARIZONA  
IN YAVAPAI COUNTY**

Case Number: S1300CV202401135

Norman Vallade  
Name of Plaintiff

**SUMMONS**

AND

Amazon.com, Inc., et al.  
Name of Defendant

**WARNING:** This is an official document from the court that affects your rights. Read this carefully.  
If you do not understand it, contact a lawyer for help.

**FROM THE STATE OF ARIZONA TO:** Amazon.com, Inc.  
Name of Defendant

- 1. A lawsuit has been filed against you.** A copy of the lawsuit and other court papers are served on you with this "Summons".
- 2.** If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of your "Response" or "Answer" to the other party at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the document in this case.

AZJudoCourt.gov Form Set #10659707

3. If this “Summons” and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, your “Response” or “Answer” must be filed within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this “Summons” and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete thirty (30) days after the date of the first publication.
4. You can get a copy of the court papers filed in this case from the Petitioner at the address at the top of this paper, or from the Clerk of the Superior Court.
5. Requests for reasonable accommodation for persons with disabilities must be made to the office of the judge or commissioner assigned to the case, at least ten (10) judicial days before your scheduled court date.
6. Requests for an interpreter for persons with limited English proficiency must be made to the office of the judge or commissioner assigned to the case at least ten (10) judicial days in advance of your scheduled court date.

SIGNED AND SEALED this date: *November 19, 2024*

*DONNA McQUALITY*  
Clerk of Superior Court

By: *ANGARCIA*  
Deputy Clerk





# ***EXHIBIT F***

**SUPERIOR COURT, STATE OF ARIZONA IN AND FOR THE COUNTY OF YAVAPAI**

<p>NORMAN VALLADE, an individual,</p> <p>Plaintiff,</p> <p>-vs-</p> <p>AMAZON.COM, INC., a corporation; and NURSE ASSIST, LLC, a limited liability company d/b/a MCKESSON,</p> <p>Defendant.</p>	<p><b>Case No. S1300CV202401135</b></p> <p><b>NOTICE OF IMPENDING DISMISSAL</b></p>
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<p><b>HONORABLE KRISTYNE SCHAAF-OLSON</b></p> <p><b>DIVISION PTA</b></p>	<p><b>BY: Rosie Flores, Judicial Assistant</b></p> <p><b>DATE: January 31, 2025</b></p>
--	---

It appearing that service of process has not been made upon Defendants, and pursuant to Rule 4(i) Arizona Rule of Civil Procedure.

YOU ARE HEARBY NOTIFIED this matter will be dismissed without prejudice, and without further notice, after 60 days from the date of the Notice unless good cause is shown why service was not made within the time limits and that additional time should be granted within which to accomplish service.

cc: Shannon L. Clark- Gallagher & Kennedy, PA (e)  
Dismissal Clerk (e)

# ***EXHIBIT G***

1 Shannon L. Clark (Bar No. 019708)  
2 Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
3 [slc@gknet.com](mailto:slc@gknet.com)  
Telephone: (602) 530-8194  
4 Facsimile: (602) 530-8000  
*Attorney for Plaintiff*

6 SUPERIOR COURT OF THE STATE OF ARIZONA  
7 COUNTY OF YAVAPAI

8 NORMAN VALLADE, an individual,  
9 Plaintiff,  
10 v.

No. S1300CV202401135

SUMMONS

11 AMAZON.COM SERVICES, LLC., a  
12 limited liability company; NURSE  
13 ASSIST, LLC, a limited liability  
14 company; and MCKESSON  
15 CORPORATION,  
16 Defendant.

16 **WARNING: This is an official document from the Court that affects your rights.**  
17 **Read this carefully. If you do not understand it, contact a lawyer for help.**

18 FROM THE STATE OF ARIZONA TO: Nurse Assist, LLC

- 19 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers  
20 are served on you with this Summons.
- 21 2. If you do not want a judgment or order taken against you without your input, you  
22 must file an answer with the Court and pay the filing fee. If you do not answer, the  
23 other party may be given the relief requested in his or her Complaint. To file an  
24 answer, take or send the Answer to the **Clerk of the Superior Court, 120 S.  
Cortez, Prescott, AZ 86303**, or Clerk of the Superior Court, 2840 N.  
Commonwealth Drive, Camp Verde, AZ 86322. Mail a copy of your Answer to the  
25 other party, or the other party's attorney, at the address listed on the top of this  
26 Summons.
3. If this Summons and the other court papers were served on you by a registered  
process server or the Sheriff within the State of Arizona, you must answer within  
**TWENTY (20) CALENDAR DAYS** from the date you were served, not counting  
the day you were served. If this Summons and the other papers were served on you

Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
Author:OfficeGeneralNo1

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by a registered process server to the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after date of the first publication.

**NOTICE: If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

- 4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: February 12<sup>th</sup>, 2025  
DONNA McQUALITY, Clerk of the Superior Court  
By: *Elyse J. Davis*  
Deputy Clerk

REQUESTS FOR REASONABLE ACCOMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

# ***EXHIBIT H***

Person Filing: Shannon L Clark  
Address (if not protected): 2575 E Camelback Rd, Ste 1100  
City, State, Zip Code: Phoenix, AZ 85016  
Telephone: (602)530-8000  
Email Address: slc@gknet.com  
Representing  Self or  Attorney for:  
Lawyer's Bar Number: 019708, Issuing State: AZ

**SUPERIOR COURT OF ARIZONA  
IN YAVAPAI COUNTY**

Case Number: S1300CV202401135

Norman Vallade  
Name of Plaintiff

**SUMMONS**

AND

Amazon.com, Inc., et al.  
Name of Defendant

**WARNING:** This is an official document from the court that affects your rights. Read this carefully.  
If you do not understand it, contact a lawyer for help.

**FROM THE STATE OF ARIZONA TO:** Nurse Assist, LLC, DBA McKesson  
Name of Defendant

- 1. A lawsuit has been filed against you.** A copy of the lawsuit and other court papers are served on you with this "Summons".
- 2.** If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of your "Response" or "Answer" to the other party at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the document in this case.

AZJudoCourt.gov Form Set #10659707

3. If this “Summons” and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, your “Response” or “Answer” must be filed within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this “Summons” and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete thirty (30) days after the date of the first publication.
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6. Requests for an interpreter for persons with limited English proficiency must be made to the office of the judge or commissioner assigned to the case at least ten (10) judicial days in advance of your scheduled court date.

SIGNED AND SEALED this date: *November 19, 2024*

*DONNA McQUALITY*  
Clerk of Superior Court

By: *ANGARCIA*  
Deputy Clerk





# ***EXHIBIT I***

1 Shannon L. Clark (Bar No. 019708)  
2 Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
3 [slc@gknet.com](mailto:slc@gknet.com)  
4 Telephone: (602) 530-8194  
Facsimile: (602) 530-8000  
*Attorney for Plaintiff*

6 SUPERIOR COURT OF THE STATE OF ARIZONA  
7 COUNTY OF YAVAPAI

8 NORMAN VALLADE, an individual,  
9 Plaintiff,

No. S1300CV202401135

10 v.

SUMMONS

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

14 Defendant.

16 **WARNING: This is an official document from the Court that affects your rights.**

17 **Read this carefully. If you do not understand it, contact a lawyer for help.**

18 FROM THE STATE OF ARIZONA TO: McKesson Corporation

- 19 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers  
20 are served on you with this Summons.
- 21 2. If you do not want a judgment or order taken against you without your input, you  
22 must file an answer with the Court and pay the filing fee. If you do not answer, the  
23 other party may be given the relief requested in his or her Complaint. To file an  
24 answer, take or send the Answer to the **Clerk of the Superior Court, 120 S. Cortez, Prescott, AZ 86303**, or Clerk of the Superior Court, 2840 N. Commonwealth Drive, Camp Verde, AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
- 25 3. If this Summons and the other court papers were served on you by a registered  
26 process server or the Sheriff within the State of Arizona, you must answer within  
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the day you were served. If this Summons and the other papers were served on you

Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
AuthorOfficeGeneralNo1

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by a registered process server to the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after date of the first publication.

**NOTICE: If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: February 12<sup>th</sup>, 2025  
DONNA McQUALITY, Clerk of the Superior Court  
By: *Christina Dewison*  
Deputy Clerk

REQUESTS FOR REASONABLE ACCOMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

# ***EXHIBIT J***

1 Shannon L. Clark (Bar No. 019708)  
2 Gallagher & Kennedy, P.A.  
3 2575 East Camelback Road  
4 Phoenix, Arizona 85016  
5 [slc@gknet.com](mailto:slc@gknet.com)  
6 Telephone: (602) 530-8194  
7 Facsimile: (602) 530-8000  
8 *Attorney for Plaintiff*

9  
10 **SUPERIOR COURT OF THE STATE OF ARIZONA**  
11 **COUNTY OF YAVAPAI**

12 NORMAN VALLADE, an individual,  
13  
14 Plaintiff,

No. S1300CV202401135

15 v.

**AMENDED COMPLAINT**

16 AMAZON.COM SERVICES, LLC., a  
17 limited liability company; NURSE  
18 ASSIST, LLC, a limited liability  
19 company; and MCKESSON  
20 CORPORATION,  
21  
22 Defendant.

- 1. **Strict Products Liability**
- 2. **Negligence**
- 3. **Negligence *Per Se***

23 Plaintiff Norman Vallade (“Mr. Vallade”) for his claims against Defendants  
24 Amazon.com Services, LLC (“Amazon”), Nurse Assist, LLC (“Nurse Assist”), and  
25 McKesson Corporation (“McKesson”) (collectively “Defendants”), alleges as follows:

26 **INTRODUCTION**

1. Beginning on or around January 14, 2023, Plaintiff Mr. Vallade began using  
McKesson Sterile Water, a product designed, manufactured, marketed, distributed and/or  
sold by Defendants, to clean a surgical wound on his foot. As a result of a manufacturing  
defect rendering the Sterile Water nonsterile, Mr. Vallade’s wounds did not heal. Instead,  
they grew infected, and Mr. Vallade had to undergo further medical procedures to remedy  
the infection. The Sterile Water Mr. Vallade used was later recalled. These events resulted  
in severe emotional, physical, and economic damages to Plaintiff for which Defendants are

Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016  
AuthorOfficeGeneralNo1

1 responsible.

2 **PARTIES**

3 2. Plaintiff Norman Vallade resides in Yavapai County, Arizona.

4 3. Defendant Amazon, upon information and belief, is a foreign corporation  
5 authorized to do and doing business in Yavapai County, Arizona.

6 4. Defendant Nurse Assist, upon information and belief, is a foreign limited  
7 liability company doing business in Yavapai County, Arizona.

8 5. Defendant McKesson, upon information and belief, is a foreign corporation  
9 authorized to do and doing business in Yavapai County, Arizona.

10 **JURISDICTION AND VENUE**

11 6. The acts and events hereinafter alleged occurred in Yavapai County, Arizona.

12 7. Venue is proper under A.R.S. § 12-401.

13 8. Plaintiff has incurred damages in an amount exceeding the minimum  
14 jurisdictional limit of this Court.

15 9. Based on the amount in controversy, this action qualifies as a Tier 3 case.

16 **FACTUAL ALLEGATIONS**

17 10. On January 11, 2023, Mr. Vallade underwent reconstructive surgery on his  
18 right foot. As part of the reconstruction, surgeons placed internal hardware in Mr. Vallade's  
19 foot and installed an external fixator.

20 11. On January 14, 2023, Mr. Vallade purchased a case of forty-eight 100mL  
21 bottles of McKesson Sterile Water for Irrigation USP ("Sterile Water") from Defendant  
22 Amazon's online storefront (Order Number 112-4201476-8488261).

23 12. Upon information and belief, Nurse Assist is the manufacturer of the  
24 McKesson brand Sterile Water purchased by Mr. Vallade.

25 13. Shortly thereafter, Mr. Vallade received his order of forty-eight McKesson  
26 Sterile Water bottles, USP 100ML 3.4 FL OZ., PART # 37-6250 UDI 612479168572, Lot

1 # 22073661, with an expiration date of July 18, 2024.

2 14. Sterile water is a medical product used for irrigation or flushing of wounds or  
3 medical tubing, among other applications.

4 15. On or around January 14, 2023, Mr. Vallade began using the Sterile Water to  
5 clean the surgical wound incision sites on his right foot.

6 16. On April 4, 2023, Mr. Vallade underwent another surgery whereby doctors  
7 repaired his tibia and removed the external fixator from his January 11, 2023, surgery.

8 17. Mr. Vallade continued to use Sterile Water to clean his wounds from the April  
9 4, 2023, surgery.

10 18. By May 31, 2023, the surgical site on Mr. Vallade's foot still had not healed.  
11 To the contrary, the wound was now deep enough to expose bone, and doctors noted  
12 necrosis/gangrene of his skin and bone.

13 19. As a result of the wound's failure to heal, Mr. Vallade underwent yet another  
14 surgery on May 31, 2023, this time to attach a vacuum-assisted wound closure device (a  
15 "wound VAC") to his foot. The wound improved while it was treated with the wound VAC,  
16 but bone was still exposed.

17 20. Mr. Vallade did not use Sterile Water while the wound VAC was attached.

18 21. Once the wound VAC was removed, Mr. Vallade continued to use Sterile  
19 Water to clean the wound site.

20 22. Because the wound still had not healed properly, Mr. Vallade underwent  
21 plastic surgery on July 25, 2023, to close the wound site.

22 23. After the plastic surgery, the wound site was wrapped with bandages for  
23 several weeks. During this period, Mr. Vallade did not use Sterile Water.

24 24. Once the wound had healed enough to transition from full bandage wrap to  
25 smaller gauze bandages, Mr. Vallade resumed use of Sterile Water to clean his wound site  
26 between bandage changes.

1           25. In October 2023, Mr. Vallade began experiencing symptoms of an infection,  
2 including redness and swelling of his foot as well as a high fever. While these symptoms  
3 would be concerning for any individual, it was particularly concerning for Mr. Vallade, who  
4 is an immunocompromised type 1 diabetic.

5           26. Mr. Vallade was admitted to the hospital on October 26, 2023, in relation to  
6 the bacterial infection developing from his wound.

7           27. At the hospital, Mr. Vallade underwent three separate surgeries on October  
8 27th, October 30th, and November 3rd, respectively. During these surgeries, the surgeon  
9 removed bone, hardware, and tissue from Mr. Vallade’s right foot, then created a skin flap  
10 graft to cover the wound site.

11           28. While at the hospital, doctors placed a picc line in Mr. Vallade’s chest so that  
12 he could continue to administer additional antibiotics to himself at home, which he did daily  
13 for five weeks following his discharge from the hospital. Doctors also placed Mr. Vallade  
14 on an oral medication to suppress the infection, which he took until March 21, 2024.

15           29. Mr. Vallade remained in the hospital for a total of twelve days, over the course  
16 of which time he was being treated intravenously with no less than two antibacterial drugs  
17 in order to control the infection. He was discharged on November 6, 2023.

18           30. On November 6, 2023, Defendant Nurse Assist issued a recall for certain lots  
19 of Sterile Water, including the case Mr. Vallade had purchased and used to clean his wound  
20 sites throughout the year.

21           31. That same day, the U.S. Food & Drug Administration issued a safety  
22 communication warning consumers not to use the recalled Sterile Water.

23           32. According to Nurse Assist’s recall announcement, the product was recalled  
24 when routine product testing identified “[t]he potential for a compromised sterile barrier.”

25           33. Nurse Assist’s recall announcement stated that, for immunocompromised  
26 consumers such as Mr. Vallade, “there is a possibility that the use of the affected product



1 could potentially result in severe or life-threatening adverse events.”

2 34. Specifically, “[a]n open wound exposed to non-sterile products could  
3 potentially put the patient at risk of infection.” *See Avanos Medical, Inc. Announces*  
4 *Voluntary Recall in Response to Nurse Assist, LLC Sterile Water Medical Products Recall,*  
5 U.S. Food & Drug Administration (Feb. 27, 2024), [https://www.fda.gov/safety/recalls-](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical)  
6 [market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical)  
7 [response-nurse-assist-llc-sterile-water-medical](https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/avano-medical-inc-announces-voluntary-recall-response-nurse-assist-llc-sterile-water-medical).

8 35. On November 28, 2023, Defendant Amazon notified Mr. Vallade via e-mail  
9 that the Sterile Water he purchased had been recalled.

10 36. On December 26, 2023, Mr. Vallade underwent another surgery to complete  
11 the skin flap graft covering his wound site.

12 37. Doctors specializing in infectious diseases recommended that Mr. Vallade  
13 have the remaining hardware from his initial foot surgery removed and replaced with fresh  
14 hardware to ensure all contaminated materials were removed from his system. On February  
15 14, 2024, Mr. Vallade underwent the suggested surgery.

16 38. On March 12, 2024, the U.S. Food & Drug Administration updated its recall  
17 safety communication to state that it “is receiving reports of adverse events associated with  
18 the use of Nurse Assist products.”

19 39. Mr. Vallade’s recovery is ongoing.

20 **COUNT I**  
21 **Strict Products Liability – Manufacturing & Information Defect**  
22 **(All Defendants)**

23 40. Plaintiff incorporates the allegations set forth above.

24 41. Plaintiff brings this strict liability claim against Defendants for defective  
25 manufacturing, rendering their product unreasonably dangerous.

26 42. Prior to the Sterile Water recall, Defendants engaged in the business of  
testing, developing, designing, manufacturing, marketing, selling, distributing, and/or

1 promoting the Sterile Water that Mr. Vallade purchased, which was defective and  
2 unreasonably dangerous to consumers, including Plaintiff, thereby placing the Sterile Water  
3 into the stream of commerce. These actions were under the ultimate control and supervision  
4 of Defendants.

5 43. Defendants designed, researched, developed, manufactured, produced, tested,  
6 assembled, labeled, advertised, promoted, marketed, sold, and/or distributed the Sterile  
7 Water product that Mr. Vallade used, as described above.

8 44. At all times herein mentioned, Defendants' Sterile Water product was used  
9 by Mr. Vallade in the manner expected and intended by Defendants.

10 45. Upon information and belief, Defendants' Sterile Water product was  
11 defective at the time of its manufacture, development, production, testing, inspection,  
12 endorsement, distribution, and sale, and at the time the product left the possession of  
13 Defendant in that, and not by way of limitation, the product differed from Defendants'  
14 intended results and intended designs and specifications, and from other ostensibly identical  
15 units of the same product lines.

16 46. Upon information and belief, the Sterile Water was manufactured in an  
17 unsafe, defective, and inherently dangerous manner that was dangerous for use by the  
18 public, and, in particular, immunocompromised consumers like Mr. Vallade.

19 47. Defendants' Sterile Water product reached the intended consumers, handlers,  
20 and users or other persons coming into contact with the product in Arizona and throughout  
21 the United States, including Plaintiff, without substantial change in its condition as  
22 designed, manufactured, sold, distributed, labeled, and/or marketed by Defendants.

23 48. Defendants' Sterile Water lacked a warning to consumers that the product  
24 might, in fact, be nonsterile and therefore dangerous to consumers, particularly  
25 immunocompromised consumers. To the contrary, the label on the product referred to the  
26 product as "Sterile" water and stated, "Contents STERILE in unopened, undamaged

1 package.”

2 49. The manufacture of Defendants’ product was so unreasonably dangerous to  
3 consumers that the product was recalled on November 6, 2023.

4 50. Prior to the recall, Mr. Vallade used Defendants’ Sterile Water product to  
5 clean his surgical wounds.

6 51. Mr. Vallade’s wounds became infected as a direct and proximate result of his  
7 use of Defendants’ Sterile Water.

8 52. As a direct and proximate result of Defendants’ defectively manufactured,  
9 defectively labeled, and unreasonably dangerous product, Mr. Vallade: suffered severe  
10 bodily injury, including scarring from multiple additional surgeries necessitated by use of  
11 Defendants’ defective product; suffered and continues to suffer great pain of body and  
12 mind; incurred and will continue to incur expenses related to medical treatment of his  
13 injuries; suffered loss of income; suffered the loss of enjoyment of life; and has been  
14 otherwise damaged as to be further shown by the evidence at trial.

15 **COUNT II**  
16 **Negligence**  
**(All Defendants)**

17 53. Plaintiff incorporates the allegations set forth above.

18 54. At all relevant times, Defendants designed, tested, manufactured, distributed,  
19 advertised, marketed, and/or sold Sterile Water for use by consumers in the United States,  
20 such as Mr. Vallade.

21 55. At all relevant times, Defendants had a duty to exercise reasonable care in  
22 designing, manufacturing, labeling, testing, inspecting, distributing, advertising, marketing,  
23 and/or selling their product.

24 56. Upon information and belief, Defendants knew or should have known that the  
25 Sterile Water was defectively manufactured and posed a high risk of serious injury or death,  
26 particularly to immunocompromised individuals.

1           57. Defendants breached their duty of reasonable care by putting a product into  
2 the marketplace that they knew or should have known was inherently dangerous,  
3 particularly for immunocompromised consumers.

4           58. Further, upon information and belief, Defendants breached the duties owed to  
5 consumers of its Sterile Water product by committing the following negligent acts and  
6 omissions:

- 7           a. Failing to adequately maintain and monitor the safety of its products,  
8           premises, equipment, and/or employees;
- 9           b. Failing to properly operate its manufacturing facilities and equipment in a  
10           safe, clean, and sanitary manner;
- 11           c. Failing to adopt, implement, and/or follow adequate sterility policies and  
12           procedures;
- 13           d. Failing to apply its sterility safety policies and procedures to ensure the sterile  
14           condition of its Sterile Water product, premises, and/or equipment;
- 15           e. Failing to adopt, implement, and/or follow sterility policies and procedures  
16           that meet industry standards for the safe and sterile production of sterile  
17           water;
- 18           f. Failing to properly train its employees and agents on how to ensure sterility  
19           and prevent compromised sterile barriers; and/or
- 20           g. Failing to adequately inspect and test its processing facilities, equipment, and  
21           products to ensure sterile barriers remained uncompromised.

22           59. Further, Defendants negligently represented to consumers that Sterile Water  
23 was sterile, intending for consumers to rely on the product's sterility in deciding to purchase  
24 and use the product, without exercising reasonable care to ensure the product was in fact  
25 sterile. Plaintiff justifiably relied on Defendants' negligent misrepresentation and was  
26 injured as a result.



- 1 d. If it is a drug the name of which is recognized in an official compendium, and  
2 its strength differs from, or its quality or purity falls below, the standard set  
3 forth in such compendium; or  
4 e. If it is not a drug the name of which is recognized in an official compendium  
5 and its purity or quality falls below that which it purports or is represented to  
6 possess.

7 A.R.S. § 32-1966(1)-(3), (6), (7).

8 65. Defendants, their employees, agents, and/or those working on their behalf, as  
9 providers of drug products within the United States, owe a duty to comply with 21 U.S.C.  
10 § 331.

11 66. 21 U.S.C. § 331(a) prohibits the act or causing of “[t]he introduction or  
12 delivery for introduction into interstate commerce of any food, drug, device, tobacco  
13 product, or cosmetic that is adulterated or misbranded.”

14 67. Under 21 U.S.C. § 351, a drug or devise is adulterated if any of the following  
15 conditions are met, among others:

- 16 a. If it consists in whole or in part of any filthy, putrid, or decomposed substance;  
17 b. If it has been prepared, packed, or held under insanitary conditions whereby  
18 it may have been contaminated with filth, or whereby it may have been  
19 rendered injurious to health;  
20 c. If it is a drug and the methods used in, or the facilities or controls used for, its  
21 manufacture, processing, packing, or holding do not conform to or are not  
22 operated or administered in conformity with current good manufacturing  
23 practice to assure that such drug meets the requirements of 21 USCS §§ 301  
24 *et seq.* as to safety and has the identity and strength, and meets the quality and  
25 purity characteristics, which it purports or is represented to possess;  
26 d. If it purports to be or is represented as a drug the name of which is recognized

1 in an official compendium, and its strength differs from, or its quality or purity  
2 falls below, the standard set forth in such compendium; or  
3 e. If it is not a drug the name of which is recognized in an official compendium  
4 and its strength differs from, or its purity or quality falls below, that which it  
5 purports or is represented to possess.

6 21 U.S.C. § 351(a)-(c).

7 68. A.R.S. § 32-1965 and 21 U.S.C. § 331 are statutes designed to protect the  
8 safety of consumers like Mr. Vallade.

9 69. Upon information and belief, Defendants, their employees, agents, or those  
10 working on their behalf, failed to comply with A.R.S. § 32-1965 and 21 U.S.C. § 331 and  
11 are therefore liable to Plaintiff under the doctrine of negligence *per se*.

12 70. As a direct and proximate result of Defendants' failure to comply with  
13 A.R.S. § 32-1965 and 21 U.S.C. § 331, Plaintiff sustained injuries and damages in an  
14 amount to be proven at trial.

15 **JURY DEMAND**

16 Plaintiff hereby demands a jury trial.

17 **RULE 26.2 TIER ALLEGATION**

18 Pursuant to Rule 26.2(c)(3), the Court should assign this case to Tier 3.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 21 (a) For special damages in an amount to be proven at trial;  
22 (b) For general damages in an amount to be proven at trial;  
23 (c) For an amount representative of Plaintiff's medical bills and lost wages—past  
24 and future—in an amount to be proven at trial;  
25 (d) For all costs incurred and to be incurred herein;  
26 (e) For interest on the above sums from the date of judgment until paid;

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- (f) For pre-judgment interest on Plaintiff's reasonably necessary medical expenses; and
- (g) For such further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 12th day of February, 2025.

GALLAGHER & KENNEDY, P.A.

By: */s/ Shannon L. Clark*

---

Shannon L. Clark  
2575 East Camelback Road  
Phoenix, Arizona 85016  
*Attorney for Plaintiff*



# ***EXHIBIT K***

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Christopher S. Coleman (Bar No. 018287)  
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*Attorney for Defendant  
Amazon.com Services, LLC*

SUPERIOR COURT OF ARIZONA  
YAVAPAI COUNTY

Norman Vallade, an individual,  
  
Plaintiff,  
  
v.  
  
Amazon.com Services, LLC, a limited  
liability company; Nurse Assist, LLC, a  
limited liability company; and McKesson  
Corporation,  
  
Defendants.

No. SI300CV202401135

**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 Amended Complaint (“Complaint”) as follows:

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

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

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

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

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

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

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

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

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

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

22          11.    Amazon admits that it operates the website www.amazon.com, which enables  
23 millions of third-party sellers to offer and sell products. Amazon further admits that Norman  
24 Vallade purchased a McKesson Sterile Water product (ASIN B08LDPRPKJ) from a third-party

1 seller “Health & Prime” via Order ID 114-1042938-1178651 on January 14, 2023. Amazon  
2 denies all remaining allegations in Paragraph 11.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15           30. Amazon admits that on November 6, 2023, Nurse Assist, LLC, issued a recall for  
16 certain lots of 0.9% Sodium Chloride Irrigation USP and Sterile Water for Irrigation USP due to  
17 potential sterility concerns. Amazon lacks sufficient knowledge or information to form a belief  
18 as to the truth of the remaining allegations in Paragraph 30 and, on that basis, denies them.

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

22           32. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's recall  
23 announcement. The referenced recall announcement speaks for itself. Amazon denies any  
24 characterization of the recall announcement inconsistent with its actual content.

1 33. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's recall  
2 announcement. The referenced recall announcement speaks for itself. Amazon denies any  
3 characterization of the recall announcement inconsistent with its actual content. Amazon lacks  
4 sufficient knowledge or information to form a belief as to the truth of the remaining allegations  
5 in Paragraph 33 and, on that basis, denies them.

6 34. Amazon admits that Plaintiff purports to selectively quote Nurse Assist's recall  
7 announcement. The referenced recall announcement speaks for itself. Amazon denies any  
8 characterization of the recall announcement inconsistent with its actual content.

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

12 36. Amazon lacks sufficient knowledge or information to form a belief as to the truth  
13 of the allegations in Paragraph 36 and, on that basis, denies them.

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

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

22 39. Amazon lacks sufficient knowledge or information to form a belief as to the truth  
23 of the allegations in Paragraph 39 and, on that basis, denies them.

24

1 40. Amazon reasserts and incorporates its responses to the allegations set forth above  
2 as though fully stated herein.

3 41. To the extent that the allegations in Paragraph 41 are directed at a party other than  
4 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
5 denies them.

6 42. To the extent that the allegations in Paragraph 42 are directed at a party other than  
7 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
8 denies them.

9 43. To the extent that the allegations in Paragraph 43 are directed at a party other than  
10 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
11 denies them.

12 44. Amazon lacks sufficient knowledge or information to form a belief as to the truth  
13 of the allegations in Paragraph 44 and, on that basis, denies them.

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

17 46. Amazon lacks sufficient knowledge or information to form a belief as to the truth  
18 of the allegations in 46 and, on that basis, denies them.

19 47. To the extent that the allegations in Paragraph 47 are directed at a party other than  
20 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
21 lacks sufficient knowledge or information to form a belief as to the truth of the allegations in 47  
22 and, on that basis, denies them.

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

1 49. Amazon admits only that on November 6, 2023, Nurse Assist, LLC, issued a recall  
2 for certain lots of 0.9% Sodium Chloride Irrigation USP and Sterile Water for Irrigation USP.  
3 Amazon lacks sufficient knowledge or information to form a belief as to the truth of the  
4 remaining allegations in Paragraph 49 and, on that basis, denies them.

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

7 51. Amazon lacks sufficient knowledge or information to form a belief as to the truth  
8 of the allegations in Paragraph 51 and, on that basis, denies them.

9 52. Amazon denies the allegations in Paragraph 52, including any claim that Plaintiff  
10 suffered injuries or damages as a direct and proximate result of Amazon's actions or any defect  
11 in the product at issue.

12 53. Amazon reasserts and incorporates its responses to the allegations set forth above  
13 as though fully stated herein.

14 54. To the extent that the allegations in Paragraph 54 are directed at a party other than  
15 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
16 denies them.

17 55. To the extent that the allegations in Paragraph 55 are directed at a party other than  
18 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
19 denies them.

20 56. To the extent that the allegations in Paragraph 56 are directed at a party other than  
21 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
22 denies them.

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1           57. To the extent that the allegations in Paragraph 57 are directed at a party other than  
2 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
3 denies them.

4           58. To the extent that the allegations in Paragraph 58, including subparts (a) through  
5 (g), are directed at a party other than Amazon, no response is required. However, to the extent  
6 they are directed at Amazon, Amazon denies them.

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

10           60. To the extent that the allegations in Paragraph 60 are directed at a party other than  
11 Amazon, no response is required. However, to the extent they are directed at Amazon, Amazon  
12 denies them, including any claim that Plaintiff sustained damages as a direct and proximate result  
13 of any alleged negligence by Amazon.

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

16           62. Amazon denies the allegations in Paragraph 62, including any claim that it was a  
17 provider of drug products within the State of Arizona or owed a duty under A.R.S. § 32-1965.

18           63. Paragraph 63 sets forth a legal conclusion to which no response is required. To the  
19 extent a response is deemed necessary, Amazon denies any allegations of wrongdoing.

20           64. Paragraph 64 sets forth legal conclusions to which no response is required. To the  
21 extent a response is deemed necessary, Amazon denies any allegations of wrongdoing.

22           65. Amazon denies the allegations in Paragraph 65, including any claim that it was a  
23 provider of drug products within the United States or owed a duty under 21 U.S.C. § 331.  
24



1 **3. Third-Party Liability**

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

5 **4. Comparative Fault**

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

9 **5. Assumption of Risk**

10 Plaintiff knowingly and voluntarily assumed the risks associated with the use of the  
11 product at issue.

12 **6. Intervening and Superseding Causes**

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

15 **7. No Defect in Product**

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

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

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

23  
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1 **9. Preemption**

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

4 **10. Economic Loss Doctrine**

5 To the extent Plaintiff seeks purely economic damages, such claims are barred by the  
6 economic loss doctrine.

7 **11. Failure to Mitigate Damages**

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

10 **12. Statute of Limitations**

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

12 **13. Statute of Repose**

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

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

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

18 **15. Spoliation of Evidence**

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

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

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

1 **17. Lack of Standing**

2 Plaintiff lacks standing to assert some or all of the claims alleged in the Complaint.

3 **18. Collateral Source Rule**

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

5 **19. No Proximate Cause**

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

8 **20. No Reliance on Representations**

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

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

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

15 **22. Lack of Privity**

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

18 **23. A.R.S. § 12-683**

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

20 **24. Incorporation of Other Defenses**

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

24



1 7. Nurse Assist, LLC was responsible for the design, manufacture, labeling, testing,  
2 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 consumer use  
6 and was not defective, mislabeled, or adulterated.

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

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

12 **THIRD CROSS-CLAIM**

13 **AGAINST MCKESSON CORPORATION FOR CONTRIBUTION**

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

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

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

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

22 15. To the extent Amazon is found liable to Plaintiff, which Amazon denies, Amazon  
23 is entitled to contribution from McKesson Corporation in an amount proportionate to McKesson  
24 Corporation's responsibility for Plaintiff's alleged injuries and damages.





1           1.     Dismissal with Prejudice – That Plaintiff’s Amended Complaint and all claims  
2 asserted therein be dismissed with prejudice in their entirety;

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

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

8           4.     Costs and Attorneys’ Fees – That Amazon be awarded its costs, reasonable  
9 attorneys’ fees, and expenses incurred in defending this action to the fullest extent permitted by  
10 law;

11          5.     Contribution and/or Indemnification – That, to the extent Amazon is found liable  
12 for any damages, the Court enter judgment requiring Cross-Defendants to fully indemnify and/or  
13 contribute to any damages or liability assessed against Amazon, including attorneys’ fees and  
14 litigation costs;

15          6.     Costs and Attorneys’ Fees Against Cross-Defendants – That Amazon be awarded  
16 its costs, attorneys’ fees, and expenses in pursuing its cross-claims against Nurse Assist, LLC  
17 and McKesson Corporation; and

18          7.     Any Additional Relief – That the Court grant such other and further relief as it  
19 deems just, equitable, and proper under the circumstances.

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23 ...

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1 Dated: March 14, 2025

**PERKINS COIE LLP**

2  
3 By: /s/ Christopher S. Coleman  
4 Christopher S. Coleman  
5 Rahgan N. Jensen  
6 2525 E. Camelback Road, Suite 500  
7 Phoenix, Arizona 85016-4227

*Attorney for Defendant  
Amazon.com Services, LLC*

8 Original of the foregoing e-filed with the Yavapai  
9 County Superior Court and served on the  
10 following parties at AZTurbocourt.gov this 14th  
11 day of March, 2025:

11 Shannon L. Clark  
12 Gallagher & Kennedy, P.A.  
13 2575 East Camelback Road  
14 Phoenix, Arizona 85016  
15 Email: slc@gknet.com

*Attorneys for Plaintiff*

16 /s/ D. Freouf  
17  
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# ***EXHIBIT L***

1 BRYAN CAVE LEIGHTON PAISNER LLP, #145700  
Sean K. McElenney, 016987  
2 Janessa E. Doyle, 037889  
Two North Central Avenue, Suite 2100  
3 Phoenix, Arizona 85004-4406  
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5 [janessa.doyle@bclplaw.com](mailto:janessa.doyle@bclplaw.com)

6 Attorneys for Defendant McKesson Corporation

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
8 **IN AND FOR THE COUNTY OF YAVAPAI**

9 NORMAN VALLADE, an individual,  
10 Plaintiff,

No. S1300CV202401135

**NOTICE OF REMOVAL**

11 vs.

12 AMAZON.COM SERVICES, LLC, a limited  
liability company; NURSE ASSIST, LLC, a  
13 limited liability company; and MCKESSON  
CORPORATION,  
14 Defendants.  
15

16 **TO PLAINTIFF NORMAN VALLADE:**

17 **PLEASE TAKE NOTICE** that, on March 17, 2025, Defendant McKesson  
18 Corporation, by and through its undersigned counsel, filed a Notice of Removal of this  
19 Action in the United States District Court for the District of Arizona. A true and correct copy  
20 of the Notice of Removal of Action (without exhibits) is attached hereto as **Exhibit A** and  
21 served contemporaneously herewith.

22 DATED this 17<sup>th</sup> day of March, 2025.

23 BRYAN CAVE LEIGHTON PAISNER LLP

24  
25 By /s/ Sean K. McElenney  
Sean K. McElenney  
26 Janessa E. Doyle  
Two North Central Avenue, Suite 2100  
27 Phoenix, Arizona 85004-4406  
Attorneys for Defendant McKesson  
28 Corporation

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1 ORIGINAL of the foregoing electronically filed and  
2 COPY emailed this 17th day of March, 2025, to:

3 Shannon L. Clark  
4 GALLAGHER & KENNEDY, P.A.  
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16 Attorneys for Defendant  
17 Amazon.com Services, LLC

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29 /s/ Cathy Russell

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TELEPHONE: (602) 364-7000

**Civil Cover Sheet**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

**The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.**

**Plaintiff(s):** Norman Vallade , ; **Defendant(s):** Amazon.com Services, LLC , ; Nurse Assist, LLC , ; McKesson Corporation , ;

County of Residence: Yavapai County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Yavapai

**Plaintiff's Atty(s):** Shannon L. Clark ,  
Gallagher & Kennedy, P.A.  
2575 E. Camelback Road  
Phoenix, Arizona 85016  
602.530.8195

**Defendant's Atty(s):** Christopher S. Coleman ,  
Perkins Coie LLP  
2525 E. Camelback Road, Suite 500  
Phoenix, Arizona 85016  
602.351.8000

Sean K. McElenney ,  
BCLP  
Two N. Central Avenue, Suite 2100  
Phoenix, Arizona 85004-4006  
6023647000

**IFP REQUESTED**

**REMOVAL FROM Yavapai COUNTY, CASE #S1300CV202401135**

II. Basis of Jurisdiction: **4. Diversity (complete item III)**

III. Citizenship of Principal Parties(Diversity Cases Only)

Plaintiff:- **1 Citizen of This State**

Defendant:- **2 Citizen of Another State**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **367 Health Care/Pharmaceutical Personal Injury Product Liability**

VI.Cause of Action: **28 U.S.C. Section 1332**

VII. Requested in Complaint

Class Action: **No**

Dollar Demand:

VIII. This case is not related to another case.

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**Signature:** /s/ Sean K. McElenny

**Date:** 3/17/2025

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014