

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**GEORGE CAL DEAN,
Plaintiff,**

v.

**AMAZON.COM, INC.,
AMAZON.COM SERVICES, LLC
DOE COMPANY 01,
DOE COMPANY 02 and
DOE COMPANY 03,
Defendants.**

CIVIL ACTION NO.

NOTICE OF REMOVAL

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, AMAZON.COM, INC., and AMAZON.COM SERVICES, LLC (“Defendants”) file this Notice of Removal for the action styled *GEORGE CAL DEAN vs. AMAZON.COM, INC., and AMAZON.COM SERVICES, LLC, DOE COMPANY 01, DOE COMPANY 02 and DOE COMPANY 03* and filed in the 458th Judicial District Court of Fort Bend County, Texas as Cause No. 26-DCV-342147 (the “State Court Action”).

As explained below, this Court has original subject matter jurisdiction of this civil action pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship among the parties, and the amount in controversy exceeds \$75,000.00, exclusive of interests and costs.

I. TIMELINESS OF REMOVAL

1. Plaintiff George Cal Dean (“Plaintiff”) filed his Original Petition (“Petition”) initiating the State Court Action on March 26, 2026.

2. Defendant AMAZON.COM SERVICES, LLC was served with the Petition on April 1, 2026. Defendant Amazon.com Inc. has not yet been served (collectively, the “Amazon

Defendants.”)

3. Amazon Defendants filed their Original Answer and Affirmative Defenses in the State Court Action on April 27, 2026.

4. Removal is thus timely because no more than thirty (30) days have elapsed since AMAZON.COM SERVICES, LLC received service of Plaintiff’s Petition. *See* 28 U.S.C. § 1446(b).

II. CONSENT TO REMOVAL

5. Pursuant to 28 U.S.C. § 1446(b), consent to this Notice of Removal is required from any properly joined and served defendants.

6. Amazon Defendants are the proponents of this Removal. Plaintiff has also sued multiple John Doe Companies as placeholders for manufacturing and distribution entities. Because Plaintiff has yet to specifically identify and serve any other named defendants, the only relevant defendants from which consent is required are the Amazon Defendants, both of which have appeared in the State Court action and consent hereto.

III. VENUE

7. Venue is proper in the Southern District of Texas, Houston Division because the State Court Action is being removed from the 458th Judicial District Court of Fort Bend County, Texas. Fort Bend County is situated within the Southern District of Texas, Houston Division.

IV. GROUNDS FOR REMOVAL

8. This Court has original jurisdiction over the subject matter of this cause, pursuant to 28 U.S.C. § 1332, because this is a civil action in which (1) the parties are completely diverse; and (2) the matter in controversy exceeds the sum or value of \$1,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332.

A. THE PARTIES ARE COMPLETELY DIVERSE.

9. There is complete diversity of citizenship because Plaintiff is a citizen of Texas, and—as alleged by Plaintiff—Defendant Amazon.com, Inc. is a foreign for-profit corporation and Defendant Amazon.com Services, LLC is a foreign limited liability company.

10. For the purposes of diversity jurisdiction, “the state where someone establishes his domicile serves a dual function as his state of citizenship,” and the “state of domicile presumptively continues unless rebutted with sufficient evidence of change.” *See Preston v. Tenet Healthsystem Mem. Med. Ctr.*, 485 F.3d 793, 797-98 (5th Cir. 2007). Additionally, a corporation is deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business. *Jerguson v. Blue Dot Inv., Inc.*, 659 F.2d 31, 32 (5th Cir. 1981) (citing 28 U.S.C. § 1332(c)).

11. Plaintiff is an individual and resident of Richmond, Fort Bend County, Texas.

12. Defendant Amazon.com, Inc. is a foreign for-profit corporation formed under the laws of the State of Washington with a principal place of business in North Seattle, Washington.

13. Defendant Amazon.com Services, LLC is a foreign limited liability with a principal place of business in North Seattle, Washington.

14. Complete diversity exists because Plaintiff is a citizen of a different state from both Defendants Amazon.com, Inc., and Amazon.com Services, LLC.

B. THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000.00.

15. Removal is also proper because the amount in controversy exceeds \$1,000,000. exclusive of interest and costs. 28 U.S.C. § 1332(a).

16. “Where the plaintiff has alleged a sum certain that exceeds the requisite amount in controversy, that amount controls if made in good faith.” *Allen v. R & H Oil & Gas Co.*, 63 F.3d

1326, 1335 (5th Cir. 1995); *see also St. Paul Reinsurance Co., Ltd. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998) (noting that the sum claimed by the plaintiff controls unless it appears to a legal certainty that the claim is really for less than the jurisdictional amount).

17. Here, Plaintiff alleges that negligence and product defects occurring under strict liability caused him monetary damages in excess of \$1,000,000.00. In his Section VII. Injuries and Damages, (unnumbered subparagraph), Plaintiff expressly represents he is seeking relief in excess of \$1,000,000. Plaintiff's pleaded damages alone establishes that the amount in controversy exceeds the jurisdictional threshold, and nothing on the face of the pleadings suggests that its damages allegations were made in bad faith or are legally impossible.

18. Accordingly, based on Plaintiff's express damages allegations, the amount in controversy exceeds \$75,000, exclusive of interest and costs.

19. Nothing in this Notice of Removal should be interpreted as a waiver or relinquishment of Defendant's right to assert defenses or objections including, without limitation, the defenses of (i) improper joinder of claims or parties, (ii) failure to state a claim, or (iii) any other procedural or substantive defense available under state or federal law.

V. PROCEDURAL REQUIREMENTS

20. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 81.1, Defendant attaches the following to this Notice of Removal:

- Exhibit 1:** An index of all documents that identifies each document and indicates the date the document was filed in state court.
- Exhibit 2:** Case Docket Sheet for Cause No. 26-DCV-342147, in the 458th Judicial District Court of Fort Bend County, Texas
- Exhibit 3:** Plaintiff's Original Petition in the State Court Action, filed March.26, 2026.
- Exhibit 4:** Plaintiff's Requests for Citation Issuance for defendants Amazon.com, Inc., and Amazon.com Services, LLC, filed March 31, 2026.

Exhibit 5: Return of Service on Defendant Amazon.com Services, LLC, executed on April 1, 2026 and filed on April 02, 2026.

Exhibit 6: Defendant Amazon.com, Inc., and Amazon.com Services, LLC Original Answer and General Denial in the State Court Action, filed April 27, 2026.

Exhibit 7: A list of all counsel of record, including addresses, telephone numbers, and parties represented.

21. In accordance with 28 U.S.C. § 1446(a), an index of all documents filed with this Notice of Removal is attached as **Exhibit 1**. A copy of the docket sheet in the state district court is attached to this notice as **Exhibit 2**. All executed process in the case and any pleadings are attached as **Exhibits 3-6**; and a list of all counsel of record, including addresses, telephone numbers, and parties represented in the state district court is attached as **Exhibit 7**. There are no orders signed by the judge in the state district court.

22. Pursuant to 28 U.S.C. § 1446(d), upon filing this notice, Amazon Defendants shall promptly file a Notice of Filing Notice of Removal in the state court where the state district court action was originally filed and give written notice to Plaintiff.

23. Pursuant to Federal Rule of Civil Procedure 11, undersigned counsel certifies that he has read this notice, that to the best of his knowledge, information, and belief, formed after a reasonable inquiry, it is well-grounded in fact and is warranted by existing law or good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose.

VI. JURY DEMAND

24. Plaintiff requested that a trial by jury on all triable issues.

VII. CONCLUSION AND REQUEST FOR RELIEF

For the foregoing reasons, Defendants Amazon.com, Inc., and Amazon.com Services, LLC respectfully request that Cause No. 26-DCV-342147 *George Cal Dean. v. Amazon.com, Inc.*,

Amazon.com Services, LLC Doe Company 01, Doe Company 02, and Doe Company 03 pending in the 458th Judicial District Court of Fort Bend County, Texas, be removed to the United States District Court for the Southern District of Texas, Houston Division.

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

/s/ J. Mark Deaton _____

J. MARK DEATON

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Clifford L. Harrison

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ATTORNEYS FOR DEFENDANTS

AMAZON.COM, INC. and

AMAZON.COM SERVICES, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that on April 29, 2026, a true and correct copy of the foregoing document was forwarded via e-service through the ECF system to counsel for Plaintiff:

/s/ J. MARK DEATON _____

J. Mark Deaton

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**GEORGE CAL DEAN,
Plaintiff,**

v.

**AMAZON.COM, INC.,
AMAZON.COM SERVICES, LLC
DOE COMPANY 01,
DOE COMPANY 02 and
DOE COMPANY 03,
Defendants.**

CIVIL ACTION NO.

INDEX OF STATE COURT FILE

Pursuant to Local Rule 81 of the United States District Court for the Southern District of Texas. The following is an index identifying each state court document and the date in which each document was filed in the 458th Judicial District Court of Fort Bend County, Texas.

EXHIBIT	DOCUMENT
1	Index of State Court File.
2	Case Docket Sheet for Cause No. 26-DCV-342147, <i>George Cal Dean v, Amazon.com, Inc., Amazon.com Services, LLC, Doe Company 01, Doe Company 02 and Doe Company 03</i> , In the 458 th Judicial District Court of Fort Bend County, Texas.
3	Plaintiff's Original Petition in State Court Action, filed March 26, 2026.
4	Plaintiff's Request for Citation Issuance for Defendants Amazon.com, Inc. and Amazon.com Services, LLC filed March 26, 2026.
5	Return of Service on Defendant Amazon.com Services, LLC executed on April 1, 2026, and filed on April 02, 2026.
6	Defendant's Amazon.com Inc. and Amazon.com Services, LLC Original Answer and General Denial filed April 27, 2026
7	A list of all counsel, including addresses, telephone numbers, and parties represented.

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

/s/ J. Mark Deaton

J. MARK DEATON

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S.D. Tex Bar No. 1094927

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ATTORNEYS FOR DEFENDANTS

AMAZON.COM, INC. and

AMAZON.COM SERVICES, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that on April 29, 2026, a true and correct copy of the foregoing document was forwarded via e-service through the ECF system to counsel for Plaintiff:

/s/ J. MARK DEATON

J. Mark Deaton

EXHIBIT 2

REGISTER OF ACTIONS

[CASE NO. 26-DCV-342147](#)

George Cal Dean V. Amazon.com, Inc., Amazon.com Services, LLC, Doe Company 01, Doe Company 02, and Doe Company 03

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§
§
§

Case Type: **Injury or Damage Other Product Liability**
Date Filed: **03/26/2026**
Location: **458th District Court**

PARTY INFORMATION

Defendant or Respondent Amazon.com Services, LLC
Austin, TX 78701-3218

Attorneys
John Mark Deaton
Retained
713-222-4054(W)

Defendant or Respondent Amazon.com, Inc.
North Seattle, WA 98104-2448

John Mark Deaton
Retained
713-222-4054(W)

Defendant or Respondent Doe Company 01

Defendant or Respondent Doe Company 02

Defendant or Respondent Doe Company 03

Plaintiff or Petitioner Dean, George Cal

S Scott West
Retained
(281) 277-1500(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

03/26/2026	Petition Index # 1 <i>Plaintiff's Original Petition</i>			
03/26/2026	Request Index # 2 <i>Request for Process</i>			
03/31/2026	Issuance Index # 3 <i>Citation Issued to Amazon.com, Inc.</i>			
03/31/2026	Citation <i>Eservice</i> Amazon.com, Inc.	Unserved		
03/31/2026	Issuance Index # 4 <i>Citation Issued to Amazon.com Services, LLC</i>			
03/31/2026	Citation <i>Eservice</i> Amazon.com Services, LLC	Served	04/01/2026	
		Returned	04/02/2026	
04/02/2026	Officers Return Index # 5 <i>Citation Return for Amazon.com Services, LLC Served on 04/01/2026</i>			
04/27/2026	Answer/Contest/Response/Waiver Index # 6 <i>Defendant's Amazon.com Inc., and Amazon.com Services, LLC Original Answer and General Denial</i>			

FINANCIAL INFORMATION

	Plaintiff or Petitioner Dean, George Cal		
	Total Financial Assessment		370.00
	Total Payments and Credits		370.00
	Balance Due as of 04/29/2026		0.00
03/26/2026	Transaction Assessment		370.00
03/26/2026	E-filing	Receipt # 2026-15521-DCLK	(233.00)
03/26/2026	State Credit	Dean, George Cal	(137.00)

EXHIBIT 3

Filed
3/26/2026 3:53 PM
Beverley McGrew Walker
District Clerk
Fort Bend County, Texas
Alexandra Taylor



26-DCV-342147
CAUSE NO. _____

GEORGE CAL DEAN,
Plaintiff,

V.

AMAZON.COM, INC.,
AMAZON.COM SERVICES, LLC,
DOE COMPANY 01,
DOE COMPANY 02, and
DOE COMPANY 03,
Defendants.

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IN THE DISTRICT OF

FORT BEND COUNTY, TEXAS

Fort Bend County - 458th Judicial District Court

_____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, **GEORGE CAL DEAN**, files his **Original Petition** against Defendants, **AMAZON.COM, INC., AMAZON.COM SERVICES, LLC**, (collectively, “**AMAZON DEFENDANTS**”), **DOE COMPANY 01, DOE COMPANY 02, and DOE COMPANY 03**, (collectively, “**DOE DEFENDANTS**”), and would respectfully show as follows:

I.

DISCOVERY LEVEL—III

Discovery and development of this case should occur pursuant to Rule 190.4, TEXAS RULES OF CIVIL PROCEDURE, commonly referred to as Level 3, as may be modified from time to time by agreement of counsel.

Pursuant to the TEXAS RULES OF CIVIL PROCEDURE, Defendants must disclose the information and documents listed in Rule 194.2(b)(1) - (12).



This mandatory discovery must be produced to the office of Plaintiff's attorneys no later than thirty (30) days after the first answer or general appearance is filed.

Pursuant to TEXAS RULE OF CIVIL-PROCEDURE Rule 99(c) you are advised:

“You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you are required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at www.TexasLawHelp.org.”

II.

PARTIES

Plaintiff, **GEORGE CAL DEAN** (“**DEAN**”), at all times relevant to this suit was a resident of Richmond, Fort Bend County, Texas.

Defendant, **AMAZON.COM, INC.**, is a foreign for-profit corporation with its principal office at 410 Terry Avenue, North Seattle, Washington. **AMAZON.COM, INC.** has not designated an agent for service of process in Texas and may be served with process by serving the Texas Secretary of State, 1019 Brazos St., Austin, Texas 78701.

Defendant, **AMAZON.COM SERVICES, LLC**, is a foreign limited liability company doing business in Texas. **AMAZON.COM SERVICES, LLC** can be served



through its registered agent Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

The identity and involvement of Defendant, **DOE COMPANY 01 (“DOE CO 01”)** is unknown to Plaintiff, but rather is uniquely within the knowledge one or more defendants. Upon information and belief, this defendant was involved in the **manufacturing, design, assembly, private-labeling, importation, distribution, or other point in the chain of distribution** of the product at issue in this case.

The identity and involvement of Defendant, **DOE COMPANY 02 (“DOE CO 02”)** is unknown to Plaintiff, but rather is uniquely within the knowledge one or more defendants. Upon information and belief, this defendant was involved in the **manufacturing, design, assembly, private-labeling, importation, distribution, or other point in the chain of distribution** of the product at issue in this case.

The identity and involvement of Defendant, **DOE COMPANY 03 (“DOE CO 03”)** is unknown to Plaintiff, but rather is uniquely within the knowledge one or more defendants. Upon information and belief, this defendant was involved in the **manufacturing, design, assembly, private-labeling, importation, distribution, or other point in the chain of distribution** of the product at issue in this case.

III.

VENUE AND JURISDICTION

Venue in Fort Bend County is proper in this cause under Section 15.002(a)(1) of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The subject matter in controversy is within the jurisdictional limits of this Court.



This Court has personal jurisdiction over Defendants because because they have purposefully availed themselves of the privilege of conducting business in Texas and have established substantial, continuous, and systematic contacts with this State.

The **AMAZON DEFENDANTS** regularly conduct business in Texas, operate and control an interactive commercial marketplace directed at Texas consumers, contract with Texas residents and businesses, maintain fulfillment and operational infrastructure in Texas, derive substantial revenue from goods sold to Texas residents, and intentionally place products into the Texas stream of commerce.

Plaintiff's claims arise from and relate to the **AMAZON DEFENDANTS'** Texas-directed conduct, including their control over the listing, fulfillment, post-sale administration, safety monitoring, and consumer communications for the product at issue, which was sold to and used by a Texas resident in Texas. Exercising jurisdiction over the **AMAZON DEFENDANTS** therefore comports with traditional notions of fair play and substantial justice.

This Court has personal jurisdiction over the **DOE DEFENDANTS** because they purposefully availed themselves of the privilege of conducting activities in Texas and because Plaintiff's claims arise from or relate to the **DOE DEFENDANTS'** Texas-directed conduct.

At all relevant times, the **DOE DEFENDANTS** designed, manufactured, assembled, marketed, distributed, supplied, imported, or otherwise placed the **SAUNA CELL** into the stream of commerce **with the expectation and intent that it would be sold to and used by consumers in Texas**, including Plaintiff.



The **SAUNA CELL** was in fact sold to a Texas resident and used in Texas, and Plaintiff's injuries occurred in Texas.

Alternatively, the **DOE DEFENDANTS** committed tortious acts that caused injury in Texas by placing a defectively designed and defectively marketed product into the stream of commerce, knowing or reasonably anticipating that the product would reach Texas consumers. Plaintiff's claims arise directly from those acts.

The exercise of personal jurisdiction over the **DOE DEFENDANTS** is consistent with the **Texas long-arm statute** and **traditional notions of fair play and substantial justice**.

IV.

FACTS

DEAN purchased over **AMAZON.COM** a **Willowybe Portable Infrared Sauna for Home with 6 Heating Plates** (the "**SAUNA CELL**") on **October 5, 2024**.

On **May 26, 2025**, while **DEAN** was using the **SAUNA CELL** for a usual 20-minute session, the zipper tab detached, making it near impossible for him to exit.

DEAN lost consciousness inside the **SAUNA CELL** and was later found unresponsive by his wife. **DEAN** had vomited and was slumped over inside the **SAUNA CELL** against the unguarded **HEATING PLATES**.

Emergency services were called, and **DEAN** regained consciousness in the ambulance. He sustained **second- and third-degree burn** injuries to both shoulders, his back, and the side of his head, totaling approximately **21% of his body**.



DEAN'S LEFT SHOULDER WOUND



DEAN'S LEFT SHOULDER WOUND



DEAN'S LEFT SHOULDER WOUND



DEAN'S HEAD WOUND



DEAN'S RIGHT SHOULDER WOUND



DEAN'S RIGHT SHOULDER WOUND



DEAN'S BACK WOUND

DEAN was treated and released from the hospital but continues to undergo wound care and follow-up appointments.

V.

CAUSES OF ACTION AGAINST AMAZON DEFENDANTS

A. Negligent Undertaking

The **AMAZON DEFENDANTS** voluntarily undertook affirmative courses of action for the benefit of consumers, including Plaintiff, in connection with the listing, promotion, fulfillment, post-sale administration, and safety monitoring of third-party products sold through Amazon's marketplace.



Among other things, the **AMAZON DEFENDANTS** affirmatively undertook to **provide services they knew or should have known were necessary for consumer protection**, including but not limited to:

- a. **Operating and enforcing marketplace product-safety rules and policies** applicable to third-party sellers;
- b. **Reviewing, approving, suppressing, or removing product listings** based on safety complaints, internal flags, or policy violations;
- c. **Collecting, monitoring, and analyzing customer complaints, incident reports, returns, and safety signals** relating to products sold through the marketplace;
- d. **Controlling consumer communications**, including the ability to send post-sale safety warnings, notices, and recall-related communications to purchasers;
- e. **Managing Fulfillment by Amazon (FBA)** logistics and post-sale customer service functions that position Amazon as the centralized point of contact for safety-related issues; and
- f. **Holding themselves out to consumers** as providing a trusted, curated marketplace with safety oversight, upon which consumers are invited to rely.

The **AMAZON DEFENDANTS** failed to exercise reasonable care in performing the services they undertook, including by, but not limited to, the following:

- a. **Failing to act upon known or knowable safety risks** associated with the product at issue, despite possessing superior access to safety complaints, incident data, and marketplace-wide information;
- b. **Failing to timely warn consumers**, including Plaintiff, of known or reasonably foreseeable dangers associated with the product;
- c. **Failing to suspend, suppress, or remove the product listing** despite safety signals that warranted intervention under Amazon's own policies and procedures;



- d. **Failing to implement or enforce reasonable safety controls** that the **AMAZON DEFENDANTS** voluntarily adopted and represented to consumers; and
- e. **Failing to exercise reasonable care in the execution of post-sale safety communications and customer-protection functions** they undertook to perform.

DEAN relied on the **AMAZON DEFENDANTS'** undertakings, including Amazon's representations and conduct representing that products offered through its marketplace are subject to safety oversight, monitoring, and intervention when dangers arise.

The **AMAZON DEFENDANTS'** negligent performance of their voluntary undertakings was a proximate cause of the occurrence in question and/or **DEAN's** injuries and damages.

As a direct and proximate result of the **AMAZON DEFENDANTS'** negligence, **DEAN** suffered **serious personal injuries**, past and future medical expenses, physical pain and mental anguish, impairment, and other damages recoverable under Texas law.

B. Negligence

The **AMAZON DEFENDANTS** owed Plaintiff a duty to exercise **ordinary care** in the performance of their own acts and omissions undertaken in connection with the marketing, monitoring, fulfillment, post-sale administration, and safety oversight of consumer products sold through Amazon's marketplace.

The **AMAZON DEFENDANTS** knew or, in the exercise of reasonable care, **should have known** that consumer products sold through their marketplace—including



products fulfilled through FBA—present a risk of **serious injury** if dangerous conditions are not reasonably monitored, investigated, warned against, or corrected.

In July 2024, the **U.S. Consumer Product Safety Commission** (“CPSC”) determined that Amazon, through its Fulfilled by Amazon program, functions as a **distributor** of consumer products for purposes of federal product-safety obligations, including duties relating to **post-sale warnings, consumer notifications, and remedial actions** for hazardous products. The **AMAZON DEFENDANTS** were therefore on notice that their role in the distribution chain carries **consumer-protection responsibilities** when product hazards become known or reasonably knowable.

The **AMAZON DEFENDANTS** breached their duty of ordinary care by acts and omissions including, but not limited to, the following:

- a. Failing to exercise reasonable care in **monitoring, investigating, and responding to known or knowable safety risks** associated with the product at issue;
- b. Failing to timely warn purchasers, including **DEAN**, of dangerous conditions associated with the product once such dangers were known or reasonably should have been known;
- c. Failing to **suspend, suppress, restrict, or remove** the product from the marketplace despite information indicating that it posed an unreasonable risk of harm;
- d. Failing to exercise reasonable care in **reviewing and acting upon consumer complaints, adverse incident reports, returns, and other safety signals**;
- e. Failing to implement or enforce reasonable **post-sale safety measures**, including warnings or corrective communications, despite having the exclusive ability to do so; and



- f. Otherwise failing to act as a **reasonably prudent marketplace operator with assumed safety responsibilities** would have acted under the same or similar circumstances.

The **AMAZON DEFENDANTS'** negligence was a **proximate cause** of the occurrence in question and/or **DEAN's** injuries and damages.

As a direct and proximate result of the **AMAZON DEFENDANTS'** negligence, **DEAN** suffered **serious personal injuries**, physical pain and mental anguish, medical expenses (past and future), impairment, and other damages recoverable under Texas law.

VI.

CAUSES OF ACTION AGAINST DOE DEFENDANTS

A. Strict Product Liability—Design and Marketing Defects

The **DOE DEFENDANTS**, whose true names and capacities are presently unknown but who include one or more **manufacturers, designers, assemblers, private-labelers, importers, distributors, or other entities in the chain of distribution of the SAUNA CELL**, are liable and accountable for the **DEFECTIVE DESIGN** and **DEFECTIVE MARKETING** of the **SAUNA CELL** pursuant to the doctrine of **strict products liability** as set forth in § 402A of the **RESTATEMENT (SECOND) OF TORTS** and applicable Texas law.

Plaintiff will amend this pleading to substitute the true names of the **DOE DEFENDANTS** when their identities and roles are discovered.

At the time the **SAUNA CELL** was placed into the stream of commerce by the **DOE DEFENDANTS**, it was defective and unsafe for its intended purpose inasmuch as it was in a defective condition and unreasonably dangerous as designed.



Safer Alternative Designs were both technologically and economically feasible at the time the SAUNA CELL was placed into the stream of commerce.

Pleading further, but not by way of limitation, the SAUNA CELL was **DEFECTIVELY DESIGNED** in one or more of the following particulars:

- **Deficient and Defective ZIPPER to allow ingress and egress**
- **Deficient and Defective GUARDING OF THE HEATING PLATES to prevent burning the user**

Each of the foregoing, individually or collectively, constituted a **DESIGN DEFECT**, which rendered the SAUNA CELL unreasonably dangerous as designed, taking into consideration the utility of the product and the involved in its use.

The **DEFECTIVE DESIGN** of the SAUNA CELL constituted a producing cause of the occurrence in question and/or DEAN's injuries and damages.

At the time the SAUNA CELL was marketed, sold, and placed into the stream of commerce by the **DOE DEFENDANTS**, the SAUNA CELL was **DEFECTIVELY MARKETED** in one or more of the following particulars:

- **Inadequate WARNINGS as to the risks associated with the SAUNA CELL**
- **Inadequate INSTRUCTIONS for how to avoid the risks associated with the SAUNA CELL**

Each of the foregoing, individually or collectively, constituted a **MARKETING DEFECT**, which rendered the SAUNA CELL unreasonably dangerous as marketed.

The **DEFECTIVE MARKETING** of the SAUNA CELL constituted a producing cause of the occurrence in question and/or DEAN's injuries and damages.



VII.

INJURIES AND DAMAGES

DEAN seeks compensation for all elements of damage allowed pursuant to Texas law, including but not limited to the reasonable value of **medical care**, both past and future (as may be adjusted pursuant to Texas law); **physical pain and mental anguish**, both past and future; **physical disfigurement**, both past and future; and **physical impairment**, both past and future.

Actual damages are within the jurisdictional limits of this Court.

Pursuant to Rule 47 DEAN seeks monetary relief in excess of \$1,000,000.

VIII.

DEMAND FOR JURY TRIAL

GEORGE CAL DEAN respectfully demands a trial by jury.

IX.

**NOTICE OF INTENT TO USE DOCUMENTS PRODUCED,
PURSUANT TO TRCP 193.7**

Pursuant to Texas Rule of Civil Procedure 193.7, Plaintiff intends to use any and all documents produced in discovery, whether it be at any pre-trial proceeding or at trial.

X.

PRE-JUDGMENT AND POST-JUDGMENT INTEREST

GEORGE CAL DEAN seeks pre-judgment and post judgment interest.



XI.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, **GEORGE CAL DEAN**, respectfully prays that the Defendants, **AMAZON.COM, INC., AMAZON.COM SERVICES, LLC, DOE COMPANY 01, DOE COMPANY 02,** and **DOE COMPANY 03**, be Cited to appear and Answer herein, and that upon a final hearing of the cause, judgment be entered for Plaintiff against them jointly and severally, for actual damages in an amount within the jurisdictional limits of the Court, together with pre-and post-judgment interest at the maximum rate allowed by law, and taxable costs of court.

Plaintiff, **GEORGE CAL DEAN**, further prays for all further relief, both general and special, at law or in equity, to which he may show himself justly entitled.

Respectfully submitted,

THE WEST LAW FIRM

S. SCOTT WEST

SBN: 21206920

MADDISON M. WEST

SBN: 24104633

ROBERT C. GOODWILL, JR.

SBN: 24096785

JESSICA J. PRITCHETT

SBN: 24102377

LUKE V. BROCK

SBN: 24142724

6908 BRISBANE COURT, THIRD FLOOR

SUGAR LAND, TEXAS 77479

TEL: (281) 277-1500

WestTeam@westfirm.com

ATTORNEYS FOR PLAINTIFF

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

West Firm on behalf of S. Scott West
Bar No. 21206920
firm@westfirm.com
Envelope ID: 112922320
Filing Code Description: Petition
Filing Description: Plaintiff's Original Petition
Status as of 3/26/2026 4:14 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
S. Scott West		WestTeam@westfirm.com	3/26/2026 3:53:38 PM	NOT SENT

EXHIBIT 4

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

**TO: AMAZON.COM SERVICES, LLC
REGISTERED AGENT
CORPORATION SERVICE COMPANY
211 E 7TH STREET SUITE 620
AUSTIN TX 78701-3218**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **March 26, 2026**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

The case is presently pending before the **458TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **26-DCV-342147** and is styled:

GEORGE CAL DEAN V. AMAZON.COM, INC., AMAZON.COM SERVICES, LLC, DOE COMPANY 01, DOE COMPANY 02, AND DOE COMPANY 03

The name and address of the attorney for **PLAINTIFF(S)** is:

**S SCOTT WEST
THE WEST LAW FIRM
6908 BRISBANE COURT THIRD FLOOR
SUGAR LAND TX 77479
(281) 277-1500**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 31st day of March, 2026.**

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 
Deputy District Clerk LUIS PERALTA-SERRADA
Telephone: (281) 341-4515



26-DCV-342147

458th Judicial District Court

George Cal Dean V. Amazon.com, Inc., Amazon.com Services, LLC, Doe Company 01, Doe Company 02, and Doe Company 03

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20__, at _____ o'clock __M. Executed at _____, within the County of _____, at _____ o'clock __M. on the _____ day of _____, 20__, by delivering to the within named _____, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ___ citation at \$80.00 each \$ _____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with TRCP Rule 107(e): The officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return must either be verified or be signed under penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is _____, I am at least 18 years old, and my address is _____
(First, Middle, Last)

_____, _____, _____, _____, and _____. I declare
(Street) (City) (State) (Zip Code) (Country)

under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____,

on the _____ day of _____.
(Month) (Year)

Declarant / Authorized Person

(ID # and Expiration of Certification)

ORIGINAL

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

**TO: AMAZON.COM SERVICES, LLC
REGISTERED AGENT
CORPORATION SERVICE COMPANY
211 E 7TH STREET SUITE 620
AUSTIN TX 78701-3218**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **March 26, 2026**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

The case is presently pending before the **458TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **26-DCV-342147** and is styled:

GEORGE CAL DEAN V. AMAZON.COM, INC., AMAZON.COM SERVICES, LLC, DOE COMPANY 01, DOE COMPANY 02, AND DOE COMPANY 03

The name and address of the attorney for **PLAINTIFF(S)** is:

**S SCOTT WEST
THE WEST LAW FIRM
6908 BRISBANE COURT THIRD FLOOR
SUGAR LAND TX 77479
(281) 277-1500**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 31st day of March, 2026.**

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004,
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

Deputy District Clerk LUIS PERALTA-SERRANO
Telephone: (281) 341-4515



SERVICE

26-DCV-342147

458th Judicial District Court

George Cal Dean V. Amazon.com, Inc., Amazon.com Services, LLC, Doe Company 01, Doe Company 02, and Doe Company 03

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20__, at ____ o'clock __M. Executed at _____, within the County of _____, at ____ o'clock __M. on the _____ day of _____, 20__, by delivering to the within named _____, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ____ citation at \$80.00 each \$_____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with TRCP Rule 107(e): The officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return must either be verified or be signed under penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is _____, I am at least 18 years old, and my address is _____
(First, Middle, Last)

_____, _____, _____, _____, and _____. I declare
(Street) (City) (State) (Zip Code) (Country)

under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____,

on the _____ day of _____.
(Month) (Year)

Declarant / Authorized Person

(ID # and Expiration of Certification)

SERVICE

Citation issued to Amazon.com Services, LLC on 3/31/2026.

EXHIBIT 1

CAUSE NO. 26-DCV-342147

GEORGE CAL DEAN,
Plaintiff(s),

§
§ IN THE 458TH DISTRICT COURT

v.

**AMAZON.COM, INC., AMAZON.COM
SERVICES, LLC, DOE COMPANY 01, DOE
COMPANY 02, and DOE COMPANY 03,**

Defendant(s).

§
§
§ OF
§
§ FORT BEND COUNTY, TEXAS
§

RETURN OF SERVICE

I, Gelyn MAKOMBO-BITEMO, state:

I am not a party to or interested in the outcome of this suit.

I received the following documents on March 31, 2026, at 4:15 pm. I delivered these documents to Amazon.com Services, LLC in Travis County, TX on April 1, 2026 at 12:11 pm at 211 E 7th St, Ste 620, Austin, TX 78701-3218 by leaving the following documents with Mak Hayes who as Intake Specialist at Corporation Service Company is authorized by appointment or by law to receive service of process for Amazon.com Services, LLC.

CITATION
PLAINTIFF'S ORIGINAL PETITION

Race: White, Sex: Female, Est. Age: Unknown, Hair: Brown, Glasses: Y, Est. Weight: Unknown, Est. Height: 5' 3" to 5' 6".

Geolocation of Serve: <https://google.com/maps?q=30.268625,-97.7406216667>

Photograph: See Exhibit 1

Total Cost: \$98.25

My name is Gelyn MAKOMBO-BITEMO, I am 18 years of age or older, and my address is Downtown, Austin, TX 78741, and USA.

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Gelyn MAKOMBO-BITEMO

Executed in
Travis County,
TX on 4/1/2026.

Gelyn MAKOMBO-BITEMO
+1 (737) 707-8778
Certification Number: PSC-26307
Expiration Date: 4/30/2027

Exhibit 1a)



Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

West Firm on behalf of S. Scott West

Bar No. 21206920

firm@westfirm.com

Envelope ID: 113176883

Filing Code Description: Officers Return

Filing Description: Citation Return for Amazon.com Services, LLC Served on 04/01/2026

Status as of 4/2/2026 10:44 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
S. Scott West		WestTeam@westfirm.com	4/2/2026 10:02:41 AM	SENT

EXHIBIT 6

CAUSE NO. 26-DCV-342147

GEORGE CAL DEAN
Plaintiff,

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

v.

FORT BEND, TEXAS

AMAZON.COM, INC.,
AMAZON.COM SERVICES, LLC,
DOE COMPANY 01,
DOE COMPANY 02, and
DOE COMPANY 03,
Defendants.

458TH JUDICIAL DISTRICT

DEFENDANT'S AMAZON.COM, INC., AND AMAZON.COM SERVICES, LLC'S
ORIGINAL ANSWER AND GENERAL DENIAL

Defendants AMAZON.COM., INC., and AMAZON.COM SERVICES LLC,
("Defendants") file their Original Answer and General Denial to Plaintiff GEORGE CAL DEAN'S
("Plaintiff's") Original Petition and would show the Court as follows:

I. GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants assert a general denial and respectfully request that Plaintiff be required to prove the charges and allegations against Defendants by a preponderance of the evidence as required by the laws of the State of Texas.

II. AFFIRMATIVE DEFENSES

2. Without admitting any of the allegations contained in Plaintiff's Petition and without admitting or acknowledging that Amazon bears any burden of proof as to any of them, Amazon asserts the defenses listed below. Amazon intends to rely upon all available affirmative defenses, inferential rebuttals, and other defenses that may become available or apparent during

pretrial proceedings and/or discovery in this action, and Amazon hereby reserves the right to amend this Answer to assert any such further defenses.

FIRST DEFENSE

3. Plaintiff fails to state a claim upon which relief can be granted.

SECOND DEFENSE

4. Amazon asserts that no alleged acts or omissions on its part were the proximate or producing cause of any alleged damages to Plaintiff and his property and further asserts that Amazon is not liable under any theory of recovery.

THIRD DEFENSE

5. Amazon asserts that Plaintiff's alleged damages to himself and his property, if any, were proximately caused by unforeseeable, independent, intervening, and/or superseding acts or events beyond the control of Amazon and unrelated to the conduct of Amazon.

FOURTH DEFENSE

6. Plaintiff's claims against Amazon fail because Amazon did not design, manufacture, sell, or distribute the product at issue. *See Amazon.com, Inc. v. McMillan*, 625 S.W.3d 101, 112 (Tex. 2021) (holding that Amazon is not a "seller" of third-party products sold on Amazon's website under Texas law).

FIFTH DEFENSE

7. Plaintiff has failed to join necessary or indispensable parties.

SIXTH DEFENSE

8. Plaintiff's claims against Amazon are barred completely or must be reduced in proportion to the fault attributable to such other parties or third parties that are found liable.

SEVENTH DEFENSE

9. Plaintiff's alleged damages to himself and his property, if any, were caused in whole or in part by the acts or omissions of other persons over whom Amazon had no supervision or control. Such acts or omissions were the sole proximate or producing cause, a contributing cause, an intervening cause, and/or a superseding cause of any damages Plaintiff sustained.

EIGHTH DEFENSE

10. Any amount that Plaintiff claims as compensatory damages, if the claims are not entirely barred, must be reduced proportionately by the fault of Plaintiff and the fault of all others who caused or contributed to cause the harm. Amazon is entitled to have its liability to the Plaintiff, if any, reduced as a result of the negligence or fault of said persons or entities, pursuant to the provisions of Chapters 32 and 33 of the Texas Civil Practice & Remedies Code. Judgment must be entered on the basis of Amazon's fault, if any, taking into account the percentage of fault attributable to all other persons, whether or not a party hereto, including, specifically, but not limited to, Plaintiff, any other Defendants, any Third-Party Defendants, any Settling Persons, and/or any Responsible Third Parties.

NINTH DEFENSE

11. Amazon asserts that any recovery for damages allegedly sustained by Plaintiff may be barred, in whole or in part, or subject to reduction, due to Plaintiffs' contributory negligence and/or comparative fault. TEX. CIV. PRAC. & REM. CODE §33.001, et seq. In the event Plaintiffs' liability exceeds 50 percent, he is not entitled to any recovery.

TENTH DEFENSE

12. Plaintiff's alleged loss, damage, harm, or expense may have been caused in whole or in part by Plaintiff's failure to exercise reasonable care and to mitigate his damages.

ELEVENTH DEFENSE

13. Plaintiff may have received compensation from alternative sources, including but not limited to homeowners' or renters' insurance, and his recovery must therefore be reduced accordingly.

TWELFTH DEFENSE

14. Although Amazon denies that it designed, manufactured, marketed, or sold the Subject Product, Amazon asserts that the benefits of the design and composition of the product outweigh the risks, if any, associated with it. As such, the product is not unreasonably dangerous.

THIRTEENTH DEFENSE

15. Upon information and belief, Plaintiff and/or other persons or entities were aware of – or should have been aware of – the proper, safe, and intended use, care, and maintenance of the Subject Product. Plaintiff and/or other persons or entities may have nevertheless – and with full knowledge of the consequences and dangerousness of such use – abused the product by not properly and safely caring for, using, and maintaining it, and such abuse proximately caused Plaintiffs' damages, if any.

FOURTEENTH DEFENSE

16. Plaintiff's alleged damages and expenses may have been caused by a modification or alteration of the Subject Product, and any such modification or alteration was not reasonably expected or foreseen by Amazon.

FIFTEENTH DEFENSE

17. The Subject Product may have contained specific warnings regarding the consequences of its use which admonished the user not to use the product except pursuant to, and in strict conformance with, the instructions for its use. Amazon asserts that Plaintiff and/or other

persons or entities, with complete disregard for said warnings, and with knowledge of said warnings and with complete appreciation of the consequences and dangerousness of using the product contrary to said warnings, nevertheless used the product in disregard of the warnings and thereby proximately caused Plaintiff's damages.

SIXTEENTH DEFENSE

18. The Subject Product may have contained specific instructions regarding the proper use of said product, the manner in which to properly use the product, the manner in which the product may be safely used, the procedures to follow to correctly, properly and safely use the product and the use for which the product was designed, intended, and marketed. Amazon alleges that Plaintiff and/or other persons or entities, were aware of, or should have been aware of, said instructions, and Plaintiff and/or other persons or entities knew, or should have known, of the consequences and dangerousness of using the product contrary to and in disregard of said instructions, and yet nevertheless used said product contrary to said instructions which proximately caused Plaintiff's damages.

SEVENTEENTH DEFENSE

19. Plaintiff's alleged damages, if any, were caused or contributed to, directly and proximately, by Plaintiffs' disregard of the warnings, instructions, user manual, and/or directions for the Subject Product's use.

EIGHTEENTH DEFENSE

20. Plaintiff's claims may be barred, in whole or in part, by the Federal Communication Decency Act, 47 U.S.C. Section 230.

21. Amazon reserves the right to assert any additional defenses as may be appropriate based upon facts or issues disclosed during the course of additional investigation and discovery.

PRAYER

Defendants Amazon.com, Inc., and Amazon.com Services, LLC respectfully request that Plaintiff takes nothing by this suit, that Plaintiff's suit be dismissed with prejudice; that Defendants be discharged, and for all other and further relief, both general and special, at law and in equity, to which Defendants are entitled to receive.

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ J. Mark Deaton

J. Mark Deaton

State Bar No. 24069588

Clifford L. Harrison

State Bar No. 09113800

700 Milam Street, Suite 800

Houston, Texas 77002

Telephone: (713) 222-4054

Facsimile: (713) 222-1475

Email: mdeaton@munsch.com

Email: charrison@munsch.com

**ATTORNEYS FOR DEFENDANTS
AMAZON.COM, INC. and
AMAZON.COM SERVICES, LLC**

CERTIFICATE OF SERVICE

This is to certify that on 27th day of April 2026, a copy of the forgoing document was served upon all attorneys of record.

/s/ J. Mark Deaton

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Lisa Rosales on behalf of Mark Deaton

Bar No. 24069588

LRosales@munsch.com

Envelope ID: 114123287

Filing Code Description: Answer/Response

Filing Description: Defendant's Amazon.com Inc., and Amazon.com

Services, LLC Original Answer and General Denial

Status as of 4/27/2026 2:39 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
S. Scott West		WestTeam@westfirm.com	4/27/2026 9:31:36 AM	SENT
Mark Deaton		mdeaton@munsch.com	4/27/2026 9:31:36 AM	SENT
Clifford Harrison		charrison@munsch.com	4/27/2026 9:31:36 AM	SENT
Lana Turner		lturner@munsch.com	4/27/2026 9:31:36 AM	SENT
Lisa Rosales		lrosales@munsch.com	4/27/2026 9:31:36 AM	SENT

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

GEORGE CAL DEAN,
Plaintiff,

v.

AMAZON.COM, INC.,
AMAZON.COM SERVICES, LLC
DOE COMPANY 01,
DOE COMPANY 02 and
DOE COMPANY 03,
Defendants.

CIVIL ACTION NO.

DEFENDANT'S LIST OF ALL COUNSEL OF RECORD

Defendants Amazon.com, Inc., and Amazon.com Services, LLC files this List of Counsel pursuant to Local Rule 81 of the Southern District of Texas as follows:

A list of all counsel or record, including addresses, telephone numbers and parties represented.

Counsel for Plaintiff:

The West Law Firm
S. Scott West
State Bar No. 21206920
Federal Bar No. 10438
Maddison M. West
State Bar No. 24104633
Robert C. Goodwill, Jr.
State Bar No. 24096785
S.D. Tex Bar No. 3498649
Jessica J. Pritchett
State Bar No. 24102377
Luke V. Brock
State Bar No. 24142724
6908 Brisbane Court, Third Floor
Sugar Land, Texas 77479
Telephone: (281) 277-1500
Email: westteam@westfirm.com

Counsel for Defendant:

Munsch Hardt Kopf & Harr, P.C.
J. Mark Deaton
State Bar No. 24069588
S.D. Tex Bar No. 1094927
Clifford L. Harrison
S.D. Tex Bar No.09113800
Federal Bar No. 3070
700 Milam St., Suite 800
Houston, Texas 77002
Telephone: (713) 222-4054
Facsimile: (713) 222-1475
Email: mdeaton@munsch.com
Email: charrison@munsch.com

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

/s/ J. Mark Deaton

J. MARK DEATON

State Bar No. 24069588

S.D. Tex. Bar No.1094927

CLIFFORD L. HARRISON

State Bar No. 09113800

S. D. Tex Bar No. 3070

700 Milam St., Suite 800

Houston, Texas 77002

Telephone: (713) 222-1470

Facsimile: (713) 222-1475

Email: mdeaton@munsch.com

Email: charrison@munsch.com

ATTORNEYS FOR DEFENDANTS

AMAZON.COM, INC. and

AMAZON.COM SERVICES, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that on April 29, 2026, a true and correct copy of the foregoing document was forwarded via e-service through the ECF system to counsel for Plaintiff:

/s/ J. Mark Deaton

J. Mark Deaton