

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of)	
)	
AMAZON.COM, INC.)	
)	
)	CPSC DOCKET NO.: 21-2
)	
)	
Respondent.)	
)	

COMPLAINT

I. NATURE OF THE PROCEEDINGS

1. This administrative enforcement proceeding is instituted pursuant to Sections 15(c) and (d) of the Consumer Product Safety Act (“CPSA”), as amended, 15 U.S.C. §§ 2064(c) and (d), seeking public notification and remedial action to protect the public from the substantial product hazards presented by certain consumer products sold on amazon.com, and distributed by Amazon.com, Inc. through its Fulfilled by Amazon (“FBA”) program. These consumer products are set forth in more detail below.

2. This proceeding is governed by the Rules of Practice for Adjudicative Proceedings before the Consumer Product Safety Commission (the “Commission”), 16 C.F.R. § 1025.

II. JURISDICTION

3. This proceeding is instituted pursuant to the authority contained in Sections 15(c) and (d), of the CPSA, 15 U.S.C. §§ 2064(c), (d).

III. THE PARTIES

4. Complaint Counsel is staff of the Office of Compliance and Field Operations in the Division of Enforcement and Litigation of the U.S. Consumer Product Safety Commission (“Complaint Counsel”). The Commission is an independent federal regulatory agency established pursuant to Section 4 of the CPSA, 15 U.S.C. § 2053.

5. Respondent Amazon.com, Inc. (“Amazon”) is a C Corporation with its principal place of business located at 410 Terry Avenue, North, Seattle, Washington 98109.

6. For the reasons set forth in Section IV below, with respect to its FBA products Amazon is a “distributor” that “distributes [consumer products] in commerce,” as those terms are defined in Sections 3(a)(5), (7), and (8) of the CPSA, 15 U.S.C. §§ 2052(a)(5), (7), and (8).

IV. AMAZON’S “FULFILLED BY AMAZON” PROGRAM

7. Amazon operates an online marketplace for consumers – amazon.com – that includes listings for consumer products, as that term is defined at Section 3(a)(5) of the CPSA, 15 U.S.C. § 2052(a)(5).

8. Through amazon.com, Amazon offers an e-commerce marketplace in which Amazon and merchants can connect with consumers via the internet, expanding sales opportunities beyond traditional brick-and-mortar and direct retail sales channels.

9. Merchants enter into a business arrangement with Amazon to participate in Amazon’s consumer marketplace, which includes a Business Services Agreement and, for Amazon’s FBA program, FBA policies and requirements. Products offered for sale on amazon.com appear on webpages known as product listings and are identified by Amazon Standard Identification Numbers, or ASINs, assigned by Amazon.

10. Amazon offers consumer products for sale on amazon.com through at least three paths: (a) as a retailer (including through its AmazonBasics brands and in partnership with

other entities), (b) as a distributor through its FBA program, and (c) through its Merchant Fulfilled Network (“MFN”), for which merchants generally ship products directly to consumers. The majority of Amazon’s sales occur through its FBA program.

11. Amazon offers a variety of services in furtherance of bringing its FBA products to consumers’ doorsteps. These services include, but are not limited to, storing FBA products at Amazon fulfillment centers, stocking and maintaining an inventory of FBA products, and administering additional sorting and shipping services, including the use of Amazon employees to interact with the product, categorize it with the help of computers and robots, label it, and move it through the distribution process. Additional services include Amazon’s retrieval of FBA products from the merchant’s inventory, placement of FBA products in a shipping container, delivery of FBA products directly to consumers’ doorsteps in Amazon delivery vehicles or via a shipping carrier Amazon procures, approval of all FBA ASINs, provision of 24/7 customer service, and processing all FBA product returns.

12. Amazon maintains electronic records that track inventory of all products stored in Amazon Fulfillment Centers or other Amazon warehouses or facilities. Using these electronic records, Amazon employees are able to retrieve and ship products ordered by consumers on amazon.com.

13. As part of the FBA program, Amazon ships FBA products to consumers who place orders on Amazon’s online marketplace. Amazon reserves the right to combine products from inventories of multiple merchants into one shipment. Amazon employees, with the assistance of electronic records and automation at the facilities, physically ship or cause to be shipped through a shipping carrier the FBA products ordered by consumers.

14. Amazon's contracts with merchants participating in the FBA program state that the merchants retain legal title to their products even while the products are stored, sorted, and delivered to consumers from Amazon's facilities. However, these contracts also state that when consumers return an FBA product, the consumers ship the products back to Amazon, not the merchant. When a product is returned, Amazon inspects the FBA product and determines whether the product can be resold. If Amazon determines that the FBA product can be resold, Amazon returns the product to the inventory at the applicable Amazon facility. If Amazon determines that the product cannot be resold, the merchant may choose to have it sent to its own facility.

15. The contracts between Amazon and merchants also state that Amazon: (a) has the authority to format the product's listing on its online marketplace, which includes how a listing is displayed to consumers; (b) may reject products that Amazon determines are illegal, sexually explicit, defamatory, or obscene; (c) will require merchants to communicate with their customers exclusively through Amazon's platform; and (d) shall process payments for all purchases of the FBA products, charge the payment instrument designated in each individual consumer's account, and remit the agreed-upon monies to the merchant minus the service fees due to Amazon set forth in the applicable contracts.

16. Upon information and belief, though the amount varies depending on the product, Amazon's FBA fees can amount to as much or more than 40% of the sales price of a given product.

17. In addition, Amazon polices the prices charged by merchants listing products on amazon.com through its Fair Pricing Policy, which gives Amazon the right to take action against merchants for pricing that harms consumer trust. The Fair Pricing Policy provides that "[p]ricing

practices that harm customer trust include, but are not limited to: . . . setting a price on a product or service [on amazon.com] that is significantly higher than recent prices offered on or off Amazon.”

18. Consumers who purchase FBA consumer products on amazon.com may reasonably believe they are purchasing the products from Amazon. While the ASIN includes “Sold by [merchant]” in small print underneath the “Buy Now” link, Amazon only explicitly identifies the role of third parties in its FBA program at paragraph 16 of its “Conditions of Use” for its website.

19. Through the actions described in Paragraphs 7 through 18 above, Amazon is a “distributor” of a “consumer product” that is “distributed in commerce,” for its FBA products as those terms are defined in the CPSA. In sum, Amazon acts as a “distributor” of its FBA products by: (a) receiving delivery of FBA consumer products from a merchant with the intent to further distribute the product; (b) holding, storing, sorting, and preparing for shipment FBA products in its warehouses and fulfillment centers; and (c) distributing FBA consumer products into commerce by delivering FBA products directly to consumers or to common carriers for delivery to consumers.

V. THE CONSUMER PRODUCTS

20. The children’s sleepwear garments were sold on amazon.com as FBA products and consist of nightgowns and bathrobes intended for children primarily for sleeping or activities related to sleeping (hereinafter, the “children’s sleepwear garments”).

21. The children’s sleepwear garments include:

- a. CPSC Sample Number: 20-800-1345 (ASIN: B074V558SB),
HOYMN Little Girl’s Lace Cotton Nightgowns, Kids Long-Sleeve
Sleep Shirts Princess Sleepwear for Toddlers 2-15 Years.

- b. CPSC Sample Number: 20-800-1726 (ASIN: B0S9B7QQ7, B07S66PR4G, B07SCJNMFP, B07S99Y5YP, B07S99R16X, B07SDLKLS4, B07SCJ2HK6, B07S87FF4G, B07SCJ6FR6, B07S65KQX1), IDGIRLS Kids Animal Hooded Soft Plush Flannel Bathrobes for Girls Boys Sleepwear.
- c. CPSC Sample Number: 20-800-1727 (ASIN: B07QTGMWPK), Home Swee Boy's Plush Fleece Robe Shawl Skull and Hooded Spacecraft Printed Soft Kids Bathrobe for Boy.
- d. CPSC Sample Number: 20-800-1505 (ASIN: B01HGJY9FO), Taiycyxgan Little Girl's Coral Fleece Bathrobe Unisex Kids Robe Pajamas Sleepwear.

22. The children's sleepwear garments are consumer products imported, distributed in U.S. commerce, and offered for sale to consumers for their personal use in or around a permanent or temporary household or residence, a school, in recreation, or otherwise.

23. The children's sleepwear garments have been tested by CPSC staff and fail to meet the flammability requirements for children's sleepwear as required under the Flammable Fabrics Act ("FFA"). *See* 16 C.F.R. Part 1615 and 1616.

24. Upon information and belief, the children's sleepwear garments were manufactured by HOYMN, IDGIRLS, Home Swee, and Taiycyxgan.

25. Upon information and belief, Amazon and the four manufacturers made the children's sleepwear garments available for purchase on amazon.com through Amazon's FBA program. The children's sleepwear garments were offered for sale between May 2019 and April 2020.

26. Upon information and belief, the children's sleepwear garments were available for sale through Amazon's FBA program for approximately \$17.84 (HOYMN), \$29.99 (Home Swee), \$22.99 (IDGIRLS), and \$14.99 (Taiycyxgan).

27. Upon information and belief, consumers purchased the children's sleepwear garments on amazon.com.

28. Upon information and belief, Amazon removed the ASINs for the children's sleepwear garments on or about January 29, 2020 (for Taiycyxgan), February 22, 2020 (for IDGIRLS), and April 1, 2020 (for HOYMN and Home Swee).

29. The carbon monoxide detectors were sold on amazon.com as FBA products and consist of carbon monoxide detectors equipped with alarms intended to alert consumers to the presence of harmful carbon monoxide gas (hereinafter, the "carbon monoxide detectors").

30. The carbon monoxide detectors include:

- a. CPSC File No. PI210013 (ASIN: B07HK8JHDV, Sample No. 20-800-1419), CD01 carbon monoxide detector manufactured by WJZXTEK.
- b. CPSC File No. PI210014 (ASIN: B07GNKD44L, Sample No. 20-800-1420), ME2-CO carbon monoxide detector manufactured by Zhenzhou Winsen Electronics Technology Company, LTD.
- c. CPSC File No. PI210016 (ASIN: B07C2KM8RB, B07BDJTX8W, Sample No. 20-800-1422), ME2-CO and ss4 carbon monoxide detector manufactured by Zhenzhou Winsen Electronics Technology Company, LTD.

d. CPSC File No. PI210022 (ASIN: B07MPP42GT, Sample No. 20-800-1837), carbon monoxide detector manufactured by BQQZHZ.

31. The carbon monoxide detectors are consumer products that were imported, distributed in U.S. commerce, and offered for sale to consumers for their personal use in or around a permanent or temporary household or residence, a school, in recreation, or otherwise.

32. The carbon monoxide detectors have been tested by CPSC technical staff and failed to activate when carbon monoxide gas is present.

33. Upon information and belief, the carbon monoxide detectors were manufactured by WJZXTEK, Zhenzhou Winsen Electronics Technology Company, LTD, and BQQZHZ.

34. Upon information and belief, Amazon and the three manufacturers made the carbon monoxide detectors available for purchase on amazon.com through Amazon's FBA program. The carbon monoxide detectors were offered for sale between February 9, 2018 and November 23, 2020.

35. Upon information and belief, Amazon listed the carbon monoxide detector for sale through its FBA program for approximately \$8.99 to \$12.99.

36. Upon information and belief, consumers purchased approximately 24,632 units of the carbon monoxide detectors.

37. Upon information and belief, Amazon removed the ASINs for the carbon monoxide detectors between August 6, 2020, and August 12, 2020.

38. The hair dryers were sold on amazon.com as FBA products and consist of hair dryers that fail to provide integral immersion protection components as required.

39. The hair dryers include:

Sample Number	Seller/Manufacturer	ASIN
21-800-0406	OSEIDOO	B07RRVKPMD

21-800-1213	Aiskki	B0814LSM48
21-800-0556	Raxurt Store	B08LD9S6PB
21-800-0481	LEMOCA	B087JCJ4NC
21-800-1183	Xianming	B087CVZT9V
21-800-0609	BEAUTIKEN	B087TJJ5XP
21-800-0731	VIBOOS	B07T3D3TQR
21-800-0635	VIBOOS	B0878SRBM2
21-800-0756	SARCCH	B0852JWLTP
21-800-0831	Bongtai	B085NNM6NY
21-800-0933	Bvser Store	B07TVX4G4C
21-800-0956	TDYJWELL	B08R87G9KH
21-800-1806	Bownyo	B07TQRVMJF
21-800-1883	Romancelink	B089QDK2VV
21-800-1983	BZ	B088ZPLZ91
21-800-1317	Techip	B07YS53MKB
21-800-1632	LetsFunny	B07PJ8F941
21-800-1606	SUNBA YOUTH Store / Naisen	B08143HCDC
21-800-1706	OWEILAN	B08QYRL9GC
21-800-1585	Surelang Store	B085RMB16H
21-800-1106	GEPORAY	B07YF7JHKC
21-800-0135	Miserwe	B0888P3PDH
21-800-0081	Techip	B08LD44V8W
21-800-1081	ADTZYLD	B07SH5QZFX
21-800-1006	KIPOZI	B08J7JTW2M
21-800-1131	KENLOR	B07V5WV28
21-800-0981	Shaboo Prints	B08LN4FR4T
21-800-0026	ELECDOLPH	B08PCQ7QFK
21-800-1382	LANIC	B07YXNMXH3
21-800-1398	Songtai	B088GWXLNT
21-800-1558	BEAUTIKEN	B0814TCYZM
21-800-1431	tiamo airtrack	B07ZYJCK25
21-800-0334	Ohuhu	B07XDTJZKS
21-800-0281	Nisahok	B08M183SR4
21-800-0231	Dekugaa Store	B07ZYJ92DM
21-800-0186	Admitrack	B0854FGPP7

40. The hair dryers are consumer products that were imported, distributed in U.S. commerce, and offered for sale to consumers for their personal use in or around a permanent or temporary household or residence, a school, in recreation, or otherwise.

41. The hair dryers do not provide integral immersion protection in compliance with the requirements of Section 5 of Underwriters Laboratories (“UL”) *Standard for Safety for Household Electric Personal Grooming Appliances*, UL 859 (10th edition) or Section 6 of *UL Standard for Safety for Commercial Electric Personal Grooming Appliances*, UL 1727 (4th edition).

42. Upon information and belief, the hair dryers were manufactured by the entities listed in the “Seller/Manufacturer” column of the table in Paragraph 39.

43. Upon information and belief, Amazon and the manufacturers made the hair dryers available for purchase on amazon.com through Amazon’s FBA program. The hair dryers were offered for sale between June 10, 2019, and March 9, 2021.

44. Upon information and belief, Amazon listed the hair dryers for sale through its FBA program for approximately \$20.00 to \$70.00.

45. Upon information and belief, consumers purchased approximately 398,187 units of the hair dryers.

46. Upon information and belief, Amazon removed the ASINs for the hair dryers by March 9, 2021.

VI. AMAZON’S UNILATERAL ACTIONS RELATING TO THE CONSUMER PRODUCTS ARE INSUFFICIENT

47. Following notification from the CPSC about the hazards presented by the children’s sleepwear garments, carbon monoxide detectors, and hair dryers (hereinafter the “Subject Products”) identified in Section V above, Amazon took several unilateral actions.

48. As noted above, Amazon removed the ASINs for certain of the Subject Products. *See* Paragraphs 28, 37 and 46.

49. Amazon also unilaterally, and without CPSC involvement or input concerning the content of the notices or its other actions, notified consumers who purchased certain of the Subject Products that they could present a hazard. Amazon also offered a refund to these consumers in the form of an Amazon gift card credited to their account.

50. Amazon's unilateral actions are insufficient to remediate the hazards posed by the Subject Products and do not constitute a fully effectuated Section 15 mandatory corrective action ordered by the Commission.

51. A Section 15 order requiring Amazon to take additional actions in conjunction with the CPSC as a distributor is necessary for public safety.

VII. THE CHILDREN'S SLEEPWEAR GARMENTS VIOLATE THE FFA BECAUSE THEY DO NOT MEET FLAMMABILITY REQUIREMENTS

52. Congress enacted the FFA in 1953 in response to serious injuries and deaths resulting from burns associated with clothing.

53. In the 1970s, the Standards for the Flammability of Children's Sleepwear ("Standards") were created to address the ignition of children's sleepwear, such as nightgowns, pajamas, and robes. *See* 16 C.F.R. Parts 1615 and 1616.

54. The purpose of the Standards is to reduce the unreasonable risk of burn injuries and deaths from fire associated with children's sleepwear garments. Most burn incidents do not occur while children are sleeping but while they are awake, unsupervised, and wearing sleepwear garments. The primary hazard is ignition of the sleepwear by contact with hot surfaces and/or small open-flame ignition sources, such as stove elements, matches, and lighters.

55. The Standards require that children's sleepwear garments stop burning when the flame source is removed. In order to meet the flammability requirements of the Standards, children's sleepwear garments must not have a sample with an average char length exceeding seven inches and no individual specimen can have a char length of ten inches, as set forth at 16 C.F.R. Part 1615.3(b) and 1616.3(b).

56. Children's sleepwear garments are required to comply with flammability requirements of the FFA, 15 U.S.C. §§ 1191-1204.

57. Children's sleepwear means any article of clothing, such as a nightgown, pajama, robe, or loungewear, that is sized above nine months and up to a size fourteen and that is intended to be worn primarily for sleeping or activities related to sleeping. In determining whether a garment is children's sleepwear, the Commission considers: (a) the nature of the garment and its suitability for sleeping or activities related to sleeping; (b) how the garment is promoted and distributed; and (c) the likelihood that the garment will be used by children primarily for sleeping or activities related to sleeping. *See generally* 16 C.F.R. Parts 1615.64(a)(2) and 1616.65(a)(2).

58. CPSC staff evaluated the children's sleepwear garments and determined that the garments are children's sleepwear.

59. CPSC staff tested the garments to the requirements of the Children's Sleepwear Standards in the FFA.

60. The children's sleepwear garments failed to meet the flammability requirements for children's sleepwear garments. *See* 16 C.F.R. Parts 1615 and 1616.

61. Children's sleepwear garments that fail to meet the FFA requirements create a substantial risk of injury to consumers because of the serious injuries that can occur when such garments ignite while worn by children.

VIII. THE CARBON MONOXIDE DETECTORS ARE DEFECTIVE BECAUSE THEY FAIL TO ALARM

62. Carbon monoxide is a colorless, odorless, tasteless gas produced by burning gasoline, wood, propane, charcoal or other fuel. Improperly ventilated appliances and engines, particularly in a sealed or enclosed space, may allow carbon monoxide to accumulate to dangerous levels.

63. If a consumer installs a carbon monoxide detector that does not provide an alert to the presence of carbon monoxide, and carbon monoxide enters the home, the consumer will not be warned of the presence of this harmful gas.

64. Carbon monoxide gas may cause severe injury, including tissue damage and death.

65. On average, approximately 170 people in the United States die every year from carbon monoxide produced by non-automotive consumer products. These products include malfunctioning fuel-burning appliances such as furnaces, ranges, water heaters and room heaters, engine-powered equipment such as portable generators, fireplaces, and charcoal that is burned in homes or other enclosed areas.

66. CPSC staff tested the carbon monoxide detectors to determine whether they detect carbon monoxide gas.

67. CPSC testing revealed that the carbon monoxide detectors failed to detect carbon monoxide gas and failed to alarm in its presence as consumers would reasonably expect.

68. The carbon monoxide detectors are defective because they fail to detect carbon monoxide and alarm consumers.

69. The defective carbon monoxide detectors create a substantial risk of injury to consumers by failing to detect carbon monoxide and alert consumers to the presence of carbon monoxide, leading to potentially severe injury or death. Such injuries and death have occurred when carbon monoxide spreads undetected in a home.

IX. THE HAIR DRYERS VIOLATE SECTION 15(J) BECAUSE THEY DO NOT HAVE IMMERSION PROTECTION

70. On June 9, 2011, the CPSC approved a federal safety rule specifying that hand-supported hair dryers that do not provide integral immersion protection in compliance with the requirements of Section 5 of Underwriters Laboratories (“UL”) *Standard for Safety for Household Electric Personal Grooming Appliances*, UL 859 (10th edition) or Section 6 of *UL Standard for Safety for Commercial Electric Personal Grooming Appliances*, UL 1727 (4th edition) are a “substantial product hazard” under Section 15(a) of the CPSA, 15 U.S.C. § 2064(a). *See* 15 U.S.C. § 2064(j) and 16 C.F.R. § 1120.3.

71. The purpose of the federal safety rule is to reduce the risk of shock and electrocution hazards created by hand-supported hair dryers.

72. CPSC staff evaluated units of the hair dryers identified in the table in Paragraph 39 and determined that the hair dryers are hand-supported and lack an immersion protection device integral to the power cord.

73. Because these hair dryers lack an immersion protection device, they are not in conformance with the requirements of Section 5 of UL 859 or Section 6 of UL 1727. These hair dryers present a significant electric shock and electrocution hazard to users.

74. Therefore, pursuant to Section 15(j) of the CPSA, 15 U.S.C. §2064(j), and 16 C.F.R. § 1120, they are a “substantial product hazard” under Section 15(a)(2) of the CPSA, 15 U.S.C. § 2064(a)(2).

X. LEGAL AUTHORITY

75. Under the CPSA, the Commission may order a firm to provide notice to the public and take remedial action if the Commission determines that a product “presents a substantial product hazard.” 15 U.S.C. § 2064(c) and (d).

76. Under CPSA Section 15(a)(1), a “substantial product hazard” includes products that fail to comply with an applicable consumer product safety rule under this Act or a similar rule, regulation, standard or ban under any other Act enforced by the Commission which creates a substantial risk of injury to the public. 15 U.S.C. § 2064(a)(1).

77. Under CPSA Section 15(j), the Commission “may specify, by rule, for any consumer product or class of consumer products, characteristics whose existence or absence shall be deemed a substantial product hazard” 15 U.S.C. § 2064(j)(1).

78. The federal safety rule specifying that hand-supported hair dryers must provide integral immersion protection in compliance with the requirements of Section 5 of *UL Standard for Safety for Household Electric Personal Grooming Appliances*, UL 859 (10th edition) or Section 6 of *UL Standard for Safety for Commercial Electric Personal Grooming Appliances*, UL 1727 (4th edition) constitutes a rule as referenced in CPSA Section 15(j)(1). 15 U.S.C. § 2064(j)(1).

79. The FFA is an Act enforced by the Commission as referenced in CPSA Section 15(a)(1). 15 U.S.C. § 2064(a)(1).

80. Under CPSA Section 15(a)(2), a “substantial product hazard” is a product defect which (because of the pattern of defect, the number of defective products distributed in

commerce, the severity of the risk, or otherwise) creates a substantial risk of injury to the public.” 15 U.S.C. § 2064(a)(2).

81. A product may contain a design defect if a risk of injury occurs as a result of the operation or use of the product, or the failure of the product to operate as intended. 16 C.F.R. § 1115.4.

82. Under CPSA Section 15(b), every “distributor” of a consumer product who obtains information which reasonable supports the conclusion that a product fails to comply with an applicable consumer product safety rule, contains a defect which could create a substantial product hazard, or creates an unreasonable risk of serious injury or death has an obligation to inform the Commission. 15 U.S.C. § 2064(b).

83. The format of the reports required by CPSA Section 15(b) is described at 16 C.F.R. § 1115.13(d).

Count I

The Children’s Sleepwear Garments are a Substantial Product Hazard Because They Violate the FFA and Create a Substantial Risk of Injury to Children

84. Paragraphs 1 through 83 are hereby realleged and incorporated by reference as if fully set forth herein.

85. Amazon distributed the children’s sleepwear garments to consumers through the Amazon FBA program.

86. The children’s sleepwear garments fail to meet the flammability requirements of the FFA.

87. Because the children’s sleepwear garments fail to meet the flammability requirements of the FFA, they create a substantial risk of injury to children.

88. Therefore, the children's sleepwear garments present a substantial product hazard within the meaning of Section 15(a)(1) of the CPSA.

Count II

The Carbon Monoxide Detectors are a Substantial Product Hazard Because They Contain a Product Defect that Creates a Substantial Risk of Injury to the Public

89. Paragraphs 1 through 88 are hereby realleged and incorporated by reference as if fully set forth herein.

90. Amazon distributed the carbon monoxide detectors to consumers through the Amazon FBA program.

91. The carbon monoxide detectors fail to detect carbon monoxide and fail to alert consumers to the presence of carbon monoxide.

92. The failure of the carbon monoxide detectors to alert consumers to the presence of deadly carbon monoxide in their homes constitutes a defect that creates a substantial risk of injury to the public.

93. Therefore, the carbon monoxide detectors present a substantial product hazard within the meaning of Section 15(a)(2) of the CPSA, 15 U.S.C. § 2064(a)(2).

Count III

The Hair Dryers are a Substantial Product Hazard Because They Violate Section 15(j)(1) Due to the Lack of Immersion Protection

94. Paragraphs 1 through 93 are hereby realleged and incorporated by reference as if fully set forth herein.

95. Amazon distributed the hair dryers to consumers through the Amazon FBA program.

96. The hand-supported hair dryers fail to provide integral immersion protection in compliance with a rule subject to CPSA Section 15(j)(1). 15 U.S.C. § 2064(j)(1).

97. Because the hair dryers fail to provide integral immersion protection, they present a significant electric shock and electrocution hazard to users.

98. Therefore, the hair dryers are a “substantial product hazard” under Sections 15(a) and 15(j) of the CPSA, 15 U.S.C. §§ 2064(a) and (j). *See* 16 C.F.R. § 1120.3.

XI. RELIEF SOUGHT

WHEREFORE, in the public interest, Complaint Counsel requests that the Commission:

1. Determine that Amazon is a distributor of consumer products in commerce, as those terms are defined in the CPSA;
2. Determine that the Subject Products are substantial product hazards under Sections 15(a)(1), 15(a)(2), and 15(j) of the CPSA, 15 U.S.C. §§ 2064(a)(1), (a)(2), and (j);
3. Determine that public notification in consultation with the Commission under Section 15(c) of the CPSA, 15 U.S.C. § 2064(c), is required to adequately protect the public from substantial products hazards created by the Subject Products, and order Respondent under Section 15(c) of the CPSA, 15 U.S.C. § 2064(c), to take actions set out in Section 15(c)(1) of the CPSA, including but not limited to:
 - a. Cease distribution of the Subject Products including removal of the ASINs and any other listings of the Subject Products and functionally identical products, from Amazon’s online marketplace and identifying such ASINs to CPSC;
 - b. Issue a CPSC-approved direct notice to all consumers who purchased the Subject Products which includes a particularized

description of the hazard presented by each Subject Product and encourage the return of the Subject Products;

- c. Issue a CPSC-approved press release, as well as any other public notice documents or postings required by CPSC staff that inform consumers of the hazard posed by the Subject Products and encourage the return or destruction of the Subject Products;

4. Order that Respondent facilitate the return and destruction of the Subject Products, at no cost to consumers, under Section 15(d)(1) of the CPSA, 15 U.S.C. § 2064(d)(1), to adequately protect the public from the substantial product hazard posed the Subject Products, and order Respondent under Section 15(d)(1) of the CPSA, 15 U.S.C. § 2064(d)(1), to take actions set out in Section 15(d)(1) of the CPSA, including but not limited to:

- a. Refund the full the purchase price to all consumers who purchased the Subject Products and, to the extent not already completed, conditioning such refunds on consumers returning the Subject Products or providing proof of destruction;
- b. Destroy the Subject Products that are returned to Amazon by consumers or that remain in Amazon's inventory, with proof of such destruction via a certificate of destruction or other acceptable documentation provided to CPSC staff;
- c. Provide monthly progress reports to reflect, among other things, the number of Subject Products located in Amazon's inventory, returned by consumers, and destroyed;

- d. Provide monthly progress reports identifying all functionally equivalent products removed by Amazon from amazon.com pursuant to Commission Order, including the ASIN, the number distributed prior to removal, and the platform through which the products were sold;
5. Provide monthly reports summarizing the incident data submitted to CPSC through the Retailer Reporting Program in a format consistent with 16 C.F.R. 1115.13(d);
6. Order that the Respondent is prohibited from distributing in commerce the Subject Products, including any functionally identical products. *See* CPSA Section 15(d)(2), 15 U.S.C. § 2064(d)(2); and
7. Order that Respondent take other and further actions as the Commission deems necessary to protect the public health and safety and to comply with the CPSA and FFA.

ISSUED BY ORDER OF THE COMMISSION:

Dated this 14th day of July, 2021

Robert Kaye Digitally signed by Robert Kaye
Date: 2021.07.14 15:10:47
-04'00'

By: Robert S. Kaye
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UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

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LIST AND SUMMARY OF DOCUMENTARY EVIDENCE

Pursuant to 16 C.F.R. § 1025.11(b)(3) of the Commission’s Rules of Practice for Adjudicative Proceedings, the following is a list and summary of documentary evidence supporting the charges in this matter. Complaint Counsel reserves the right to offer additional or different evidence during the course of the proceedings, or to withhold evidence on the basis of any applicable legal privileges.

1. Claims, complaints, records, reports, CPSC’s In-Depth Investigations, and lawsuits concerning incidents or injuries involving various consumer products identified in the Complaint (“Subject Products”).
2. CPSC Product Safety Assessments.
3. Correspondence between Respondent and CPSC staff related to the Subject Products.
4. Documents and information related to the Subject Products, including notices issued by Respondent regarding the Subject Products and substantially similar equivalent products.
5. Documents and information related to Respondent’s corporate structure and business operations.

Dated this 14th day of July, 2021

John C. Eustice

Mary B. Murphy, Director
Howard N. Tarnoff, Deputy Director
John C. Eustice, Senior Trial Attorney
Liana G.T. Wolf, Trial Attorney

Division of Enforcement and Litigation
Office of Compliance and Field Operations
U.S. Consumer Product Safety Commission
Bethesda, MD 20814
Tel: (301) 504-7809

Complaint Counsel for
U.S. Consumer Product Safety Commission

CERTIFICATE OF SERVICE

I hereby certify that on July 14, 2021, a copy of the foregoing Complaint and List and Summary of Documentary Evidence was served by hand upon Respondent at the following address:

Amazon.com, Inc.
Corporation Service Company
300 Deschutes Way SW, Suite 208 MC-CSC1
Tumwater, WA 98501
Attn: Legal Department – Legal Process

I further certify that on July 14, 2021, I e-mailed a courtesy copy of the foregoing Complaint and List and Summary of Documentary Evidence upon the following:

Sagi Goldberg at sagi@amazon.com
Genus Heidary at genush@amazon.com
Antonia Stamenova-Dancheva at antsdan@amazon.com
Carletta Ooton at ootonc@amazon.com



Complaint Counsel for
U.S. Consumer Product Safety Commission