

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,
a municipal corporation,
400 6th Street, NW
Washington, DC 20001,

Plaintiff,

v.

AMAZON.COM, INC.,
410 Terry Avenue North
Seattle, WA 98109,

Serve on:
AMAZON.COM, INC.
Registered Agent
Corporation Service Company,
1090 Vermont Avenue, N.W.
Washington, D.C. 20005

Defendant.

Case No.: _____

Judge: _____

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

The District of Columbia (the “District”), by the Office of the Attorney General, brings this action against Amazon.com, Inc. (“Amazon”) for violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

1. Amazon, the world’s dominant online retailer, entices consumers to sign up for its Prime membership service by promising speedy Two-Day, One-Day, and Same-Day package delivery. And consumers who become Prime members pay handsomely for that promise of speedy delivery: \$139 per year or \$14.99 per month. But for the past two-and-a-half years, Amazon has

deliberately—and secretly—stopped providing its fastest delivery service to the *nearly 50,000* Prime members who live in historically underserved communities east of the Anacostia River. Unbeknown to these District residents, Amazon has collectively charged them millions of dollars for a service they do not receive.

2. In the middle of 2022, Amazon covertly decided to limit the ways it delivers packages to all Prime members living in two East of the River (EOTR) zip codes—20019 and 20020—imposing what Amazon itself calls a delivery “exclusion” in the entirety of those zip codes. For those zip codes, rather than ensuring expedited delivery by using its own in-house, proprietary delivery systems, Amazon began relying exclusively on third-party delivery services such as UPS and USPS. Amazon’s decision has led to a significant decrease in the speed and quality of Prime service District residents in these excluded EOTR zip codes have been receiving when compared to the speed and quality of delivery that (1) they received prior to Amazon’s self-styled exclusion, and (2) Prime members receive in District zip codes not subject to Amazon’s exclusion.

3. Amazon has never informed residents of the excluded EOTR zip codes of its decision to exclude them from its proprietary delivery systems, nor has it told new customers living in those zip codes of the delivery exclusion when they sign up for Prime. Instead, when some affected consumers have complained to Amazon that the delivery speeds they receive seem to be worse than surrounding areas, Amazon has concealed its delivery exclusion and deceptively implied that delivery delays were simply due to natural fluctuations in shipping circumstances, rather than an affirmative decision by Amazon.

4. The adverse impact of Amazon’s secret exclusion on residents in EOTR zip codes 20019 and 20020 has been striking. In 2023, even though the rest of the District’s Prime members

received their packages within two days of checkout 75% of the time, subscribers in these EOTR zip codes received their packages within two days of checkout only 24% of the time. And while rates of Two-Day delivery plummeted in the two affected EOTR zip codes, Amazon's delivery rate for the District as a whole steadily improved.

5. Amazon's nearly 50,000 Prime members in 20019 and 20020 represent almost half of the population in those zip codes. These Prime members have ordered more than 4.5 million Prime packages in the past four years. Yet because these Prime members usually have not received their packages within two days since mid-2022, when Amazon secretly imposed its exclusion, they are not getting the faster delivery times they are paying for.

6. The resulting harm of Amazon's secret exclusion on Prime members in the excluded EOTR zip codes is more pronounced than it would be on consumers elsewhere in the District. Residents in 20019 and 20020 live in an area of the District east of the Anacostia River that has fewer services and retail establishments nearby. Accordingly, these consumers turn to companies like Amazon to fill the gap to quickly deliver essential goods that they cannot easily find locally.

7. Amazon claims to have made this secret change in delivery options based on its concerns about driver safety in the 20019 and 20020 zip codes. Businesses operating in the District have every right to take measures to protect their employees and contractors. But when those decisions materially diminish the quality of the goods and services that District consumers are paying for—and that businesses have assured District consumers they will receive—businesses cannot implement those decisions in secret. On the contrary, businesses have an obligation to be transparent about those decisions so that District consumers can make informed purchasing decisions and can have confidence that they receive the full benefit of what they have paid for.

8. Amazon’s lack of transparency means that residents of zip codes 20019 and 20020—both existing and potential Prime consumers—are denied an opportunity to make informed decisions about whether to sign up for or continue to pay for a Prime membership. In addition, were Amazon upfront about its exclusion practice, Prime members in the excluded zip codes could explore other options for meeting their basic needs. This is particularly important for consumers in historically underserved Wards of the District, who time and again receive poorer service based on where they live.

9. For these reasons and those described below, Amazon has violated and continues to violate the CPPA. The District brings this enforcement action to protect District consumers and put an end to Amazon’s deceptive conduct with a permanent injunction, restitution for District consumers in 20019 and 20020, civil penalties, and attorneys’ fees.

JURISDICTION

10. This Court has subject matter jurisdiction over the claims in this Complaint pursuant to D.C. Code §§ 11-921 and 28-3909.

11. This Court has personal jurisdiction over Defendant pursuant to D.C. Code § 13-423.

PARTIES

12. Plaintiff District of Columbia (the “District”) is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the permanent seat of the federal government of the United States. The District brings this case through the Attorney General for the District of Columbia, who is the chief legal officer for the District. The Attorney General is responsible for upholding the public interest, D.C. Code § 1-301.81(a)(1),

and is expressly authorized to enforce the District’s consumer protection laws, including the Consumer Protection Procedures Act (“CPPA”), *see* D.C. Code § 28-3909.

13. Defendant Amazon.com, Inc. (“Amazon”) is a Delaware corporation with its principal place of business at 410 Terry Avenue North, Seattle, WA 98109. Amazon markets, sells, and ships a wide variety of consumer goods and products through its websites and mobile application to consumers in the District.

FACTUAL ALLEGATIONS

I. The Amazon Prime Business Model.

14. Amazon is an e-commerce conglomerate that markets, sells, and delivers consumer goods to customers throughout the country, including in the District. Amazon offers consumers the ability to order a vast assortment of products from its mobile application or its website and have them delivered directly to the consumer.

15. Over the past two decades, Amazon has become the dominant online retailer for nearly anything a consumer could want, from basic household supplies to high-end consumer electronics.

16. Amazon’s massive customer base is due, in large part, to its Prime membership service, which, from 2022 to present, has cost \$14.99 per month or \$139.00 per year. According to Bloomberg, 180 million Americans—more than 75% of American adults—are members of Prime, Amazon’s paid subscription service.

17. Amazon advertises “fast, free delivery” on “millions of items” that are Prime-eligible on Amazon’s website and mobile application. As described further below, Amazon heavily markets its Two-Day, One-Day, and Same-Day shipping options for Prime members—by far Prime’s most well-known and well-advertised benefit. Accordingly, in addition to encouraging

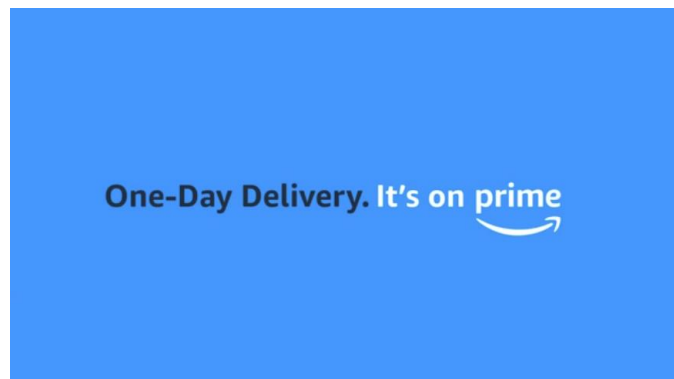
customers to spend money purchasing goods on its platform, Amazon’s promises of “fast, free delivery” lead customers to pay for Prime membership.

18. Prime members have come to rely on Amazon’s constant promises of “fast, free delivery”—and pay a substantial subscription fee for that promised, expedited delivery service.

A. Amazon’s Marketing of Prime

19. Amazon promotes its speedy delivery prominently and repeatedly in its advertising, which often refers simply to “Two-Day,” “One-Day,” and “Same-Day” delivery on Prime-eligible items, with no other qualifying language or disclosure.

20. For example, the 2022 ad shown below asserts merely that “One-Day Delivery” is “on prime” with no further disclosure.



21. In another example from 2022, Amazon prominently advertises Two-Day shipping:



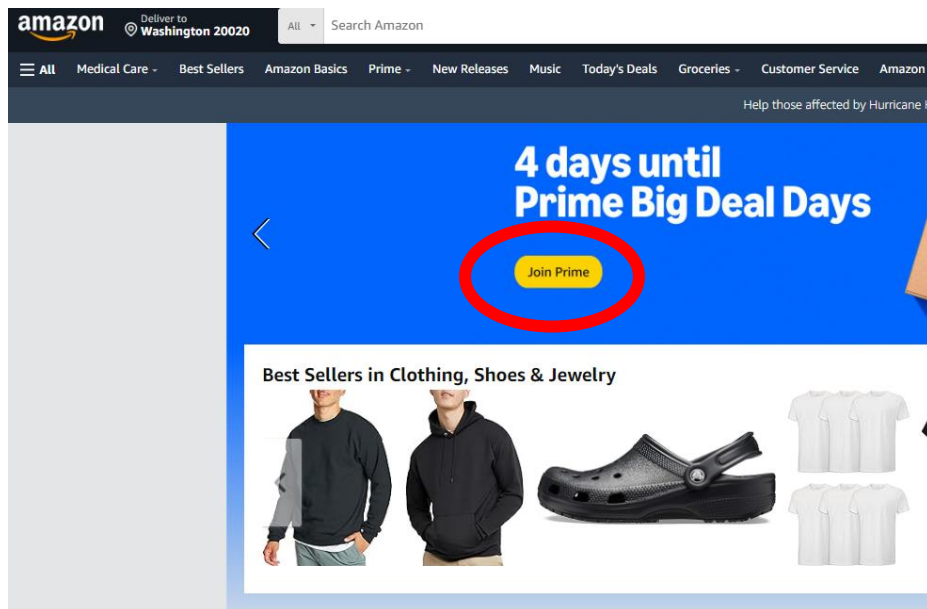
22. Finally, this 2021 ad promises that Amazon is “The Same-Day Store” for millions of items.




23. Amazon also reinforces the unqualified speed of delivery by omitting any mention of decisions Amazon might make that would affect the speed of delivery.

B. Signing Up for Amazon Prime

24. Throughout the sign-up process, Amazon highlights fast shipping as the hallmark benefit of a Prime membership. When a person navigates to Amazon.com, the most prominent link they are confronted with is a button inviting them to “Join Prime,” as shown below:



25. Upon clicking that button to join Prime, a consumer is presented with Amazon touting “Fast, free delivery” as the primary benefit conferred by Prime, specifically highlighting that “millions of items” will take at most two days to arrive under “Same-Day, One-Day, and Two-Day Delivery,” as displayed below:



Basics Prime - New Releases Music Today's Deals Groceries - Customer Service Amazon Home Registry Books Gift Cards - Pharmacy Smart Home Fashion Toys & Games

prime

New members, try Prime free for 30 days

Free delivery, award-winning TV, exclusive deals, and more

Only \$14.99/month after trial. Cancel anytime.

[Start your free 30-day trial](#)

[Explore other plans](#)

[Are you a student or 18-24 years old?
Receiving government assistance?](#)




Fast, free delivery

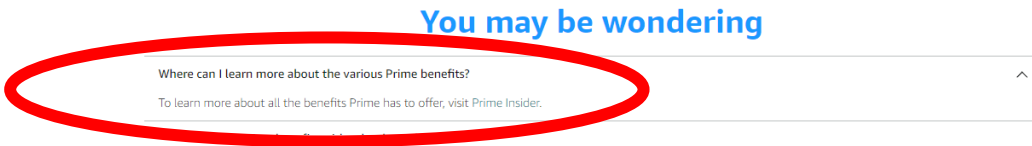
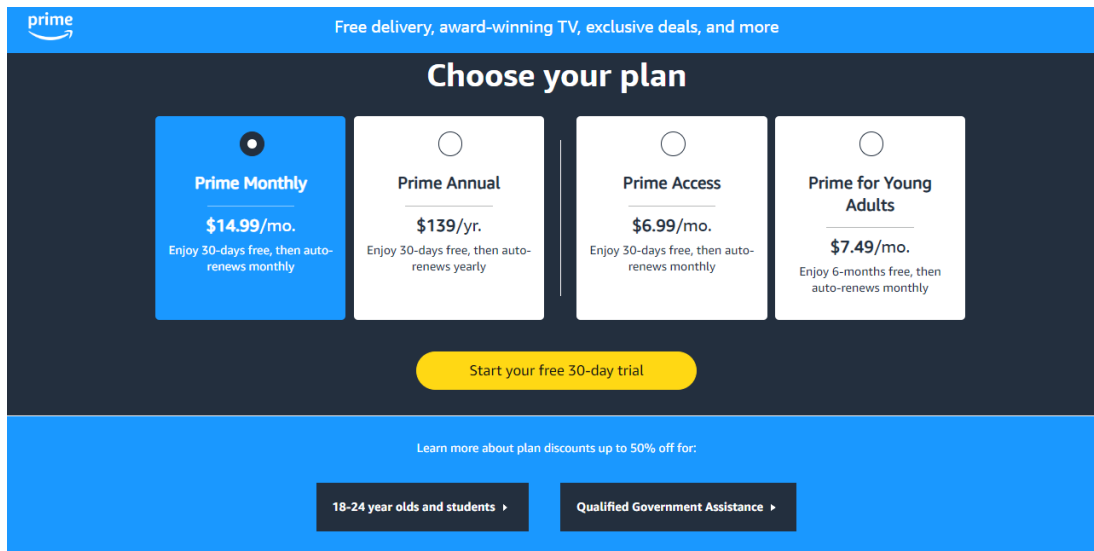
Convenient options
Enjoy Same-Day, One-Day, and Two-Day Delivery on millions of items.

Groceries
Exclusive Prime member deals like 10% off hundreds of groceries in store or online at Amazon Fresh.

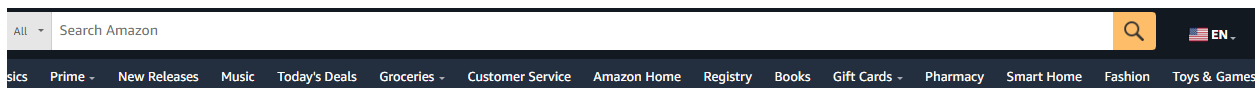
Amazon Day
Shop throughout the week and receive your orders on a single day.

 **prime** Look for the Prime check mark as you shop. It means fast, free delivery!

26. Browsing this Prime signup page, a consumer is invited to learn more about Prime benefits through the “Prime Insider” page:



27. Clicking on this link, the first of the “Prime Membership Benefits” that Amazon lists is its “Delivery benefits.” Here, the only delivery speed that mentions the potential of a geographic limitation is the third option listed, “FREE Same-Day Delivery,” which is only available in “select areas.” The “Two-Day” and “One-Day” options have no such qualification:



Prime Membership Benefits

Delivery benefits

FREE Two-Day Delivery: Millions of items delivered fast and free.

FREE One-Day Delivery: Available on more than 15 million items with no minimum purchase.

FREE Same-Day Delivery: Available, in select areas, on over 3 million items for qualifying orders that meet the minimum threshold of eligible items, in as fast as five hours.

Ultrafast Grocery Delivery: Get two-hour delivery on a wide selection of groceries, including meat, seafood, produce, snacks and household essentials. Prime members also have exclusive access to unlimited free delivery for \$9.99 a month on orders \$35+.

Free Grubhub+: Enjoy unlimited \$0 food delivery fees, exclusive savings, and more with a free Grubhub+ membership.

Amazon Key: Get your packages conveniently delivered inside your garage. Exclusive for Prime members. Check your eligibility.

FREE Release-Date Delivery: Be among the first to get new video games, books, music, movies and more. Choose Release-Date Delivery on qualified items and receive your package by 7 p.m. on that date.

FREE No-Rush Shipping: Don't need your Prime order right away? Select No-Rush Shipping and earn rewards for future purchases.

Amazon Day: Simply pick a day that works for you, shop with Amazon Day throughout the week, and we'll deliver orders together on the day you choose.

28. From there, a consumer may click on “FREE Two-Day Delivery” to learn more about their ability to enjoy that benefit as a Prime member. That link takes the consumer to a further explanation of Prime shipping speed benefits:

Shipping and Delivery › Amazon Prime › Amazon Prime Benefits ›

Amazon Prime Delivery Benefits - Eligible Items and Addresses

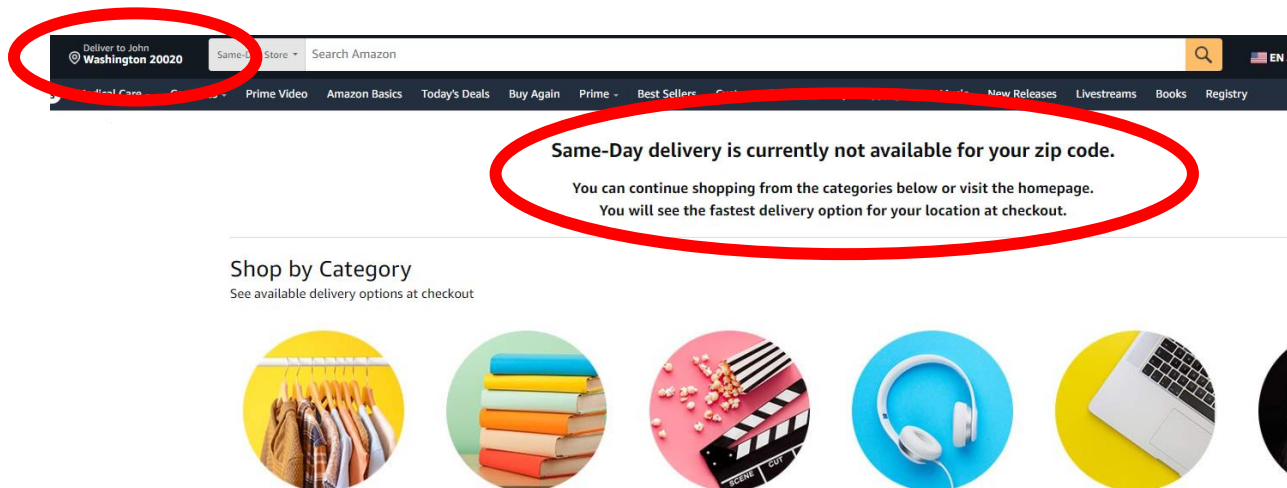
Products eligible for Amazon Prime will be designated on the product page and at checkout. If only some items in your purchase are eligible for Amazon Prime, you'll be charged applicable shipping fees for the ineligible items. Delivery benefits and speeds vary from item to item, and not all benefits and speeds are available in all areas. Addresses outside of the United States of America are not eligible for Prime delivery benefits.

Shipping Speed	Items & Addresses
FREE Two-Day Delivery	<ul style="list-style-type: none"> • Items sold by Amazon.com that are marked on the product page and at checkout. • Many items that are fulfilled by Amazon. • Items that are fulfilled by qualified sellers that are marked on the product page and at checkout. • Nearly all addresses in contiguous U.S.
FREE One-Day Delivery	<ul style="list-style-type: none"> • Filter by "Get it tomorrow" when shopping. Selection and order cutoff varies by area. • Items sold by Amazon.com that are marked on the product page and at checkout. • Many items that are fulfilled by Amazon. • Available for the majority of customers in contiguous US on tens of millions of eligible items.
FREE Same-Day Delivery	<ul style="list-style-type: none"> • Items sold by Amazon.com that are marked on the product page and at checkout. • Many items that are fulfilled by Amazon. • Eligible for shipments to specified zip codes in several cities within contiguous U.S. Check your zip code here. Commercial addresses are not eligible. • For more information about FREE Same-Day Delivery for Amazon Prime members, go to Order with Prime FREE Same-Day Delivery.

29. Here, Amazon asserts simply that “FREE Two-Day Delivery” is available for “[n]early all addresses in contiguous U.S.” without any additional information. And again, as shown above, the only shipping category that allows a consumer to check their address to confirm

whether it is eligible for shipping speed benefits is “FREE Same-Day Delivery,” which allows the consumer signing up for Prime to check their zip code. Here, Amazon qualifies that Same-Day delivery may only be available in certain zip codes. But it does not make the same disclosure for Two-Day and One-Day delivery options, leaving the consumer with the impression that the availability of reliable Two-Day and One-Day delivery does not vary by zip code.

30. Even with that Same-Day delivery disclosure, prior to paying for a Prime membership, Amazon does not disclose, during the sign-up process, any exclusion or limitation on Same-Day shipping for an Amazon account holder living in the excluded 20020 or 20019 zip codes. *Only after paying for a Prime membership* are they presented with this message that “Same-Day delivery is currently not available for your zip code:”



31. Even in its Prime membership terms and conditions, Amazon merely states, without any further explanation, that “Prime shipping benefits depend upon . . . in some cases the shipping address.”

32. In all of Amazon’s advertisements and throughout the sign-up process, Amazon highlights Two-Day, One-Day, and Same-Day delivery as the hallmark benefit of a Prime membership. But that benefit is not provided equally to all consumers in the District of Columbia, and Amazon does not disclose that fact to its customers.

C. Amazon Shipping Processes and Exclusions

33. When a product is ordered on Amazon, it is picked, packaged, and labeled at an Amazon warehouse, called a fulfillment center. Before the package is labeled for shipping by a carrier, Amazon uses algorithms to determine whether to deliver the package with its own Amazon Prime-branded, proprietary shipping infrastructure (“Amazon Delivery”) or third-party parcel services such as the United Parcel Service (“UPS”) or the United States Postal Service (“USPS”) (collectively, “Third Party Delivery”). From the fulfillment center, a package goes to an Amazon “sortation center,” where packages are sorted by destination zip code and carrier. From there, the package is transported to an Amazon delivery station or a Third Party facility, such as a U.S. Post Office, for the “last mile” delivery to the customer’s home or other shipping address. If a package goes to an Amazon delivery station, the package is loaded directly onto an Amazon Prime-branded truck run by Amazon Delivery. If the package goes to a Post Office or UPS facility, those Third-Party carriers will further sort and process the package for last-mile delivery.

34. This process is designed to ensure that—through all of Amazon’s various delivery channels, including Amazon Delivery, the USPS, and UPS—consumers receive the fastest shipping possible on the items they purchase.

35. Use of Amazon delivery stations and Amazon Delivery for the last-mile delivery often results in much faster delivery times than when the last mile is executed with UPS or USPS. Amazon has always been aware that the flexibility to use any of its delivery options—whether Amazon Delivery or Third Party Delivery—leads to the fastest delivery times and best customer experience. Amazon knows that when it only delivers packages via Third Party Delivery, packages often arrive to consumers slower than those delivered via its in-house Amazon Delivery.

36. Amazon does not always offer Amazon Delivery to all shipping addresses. According to Amazon’s undisclosed internal policies, when Amazon Delivery drivers are presented with an incident of “violence, intimidation, or harassment,” Amazon may choose to limit or suspend Amazon Delivery to a single address, block, community, or an entire zip code to protect Amazon drivers from experiencing further harassment. Among the most severe suspensions Amazon can impose is an “exclusion.” Under an exclusion, Amazon will “suspend” use of Amazon Delivery and only use USPS and UPS for last-mile delivery in the excluded area.

37. According to Amazon’s internal policies, once a delivery exclusion is implemented, it should be re-evaluated every six months. In practice, however, once an exclusion is in place, it can persist indefinitely unless affirmatively lifted by Amazon.

38. These internal policies, and the consequences of their application, are not disclosed to consumers. Indeed, Amazon has never publicly acknowledged that entire zip codes may be excluded and thus relegated to slower delivery speeds.

39. Because Amazon omits material information about what delivery areas are currently excluded and when or why Amazon elects to exclude entire zip codes from its Amazon Delivery, a reasonable consumer in the District would expect—and indeed, has no reason to doubt—that they will be able to take advantage of Amazon’s heavily touted promise of Two-Day and One-Day delivery when they sign up for a Prime membership, and when they continue to pay for a Prime membership, no matter where they live in the District.

II. Amazon Surreptitiously Imposed Prime Shipping Exclusions on East-of-the-River Zip Codes in the District.

40. In delivering packages to Prime members across the entirety of the District of Columbia, Amazon’s service has gotten closer to its promised goal of Two-Day delivery in recent years. In 2021, Amazon delivered packages to Prime members across the District within two days

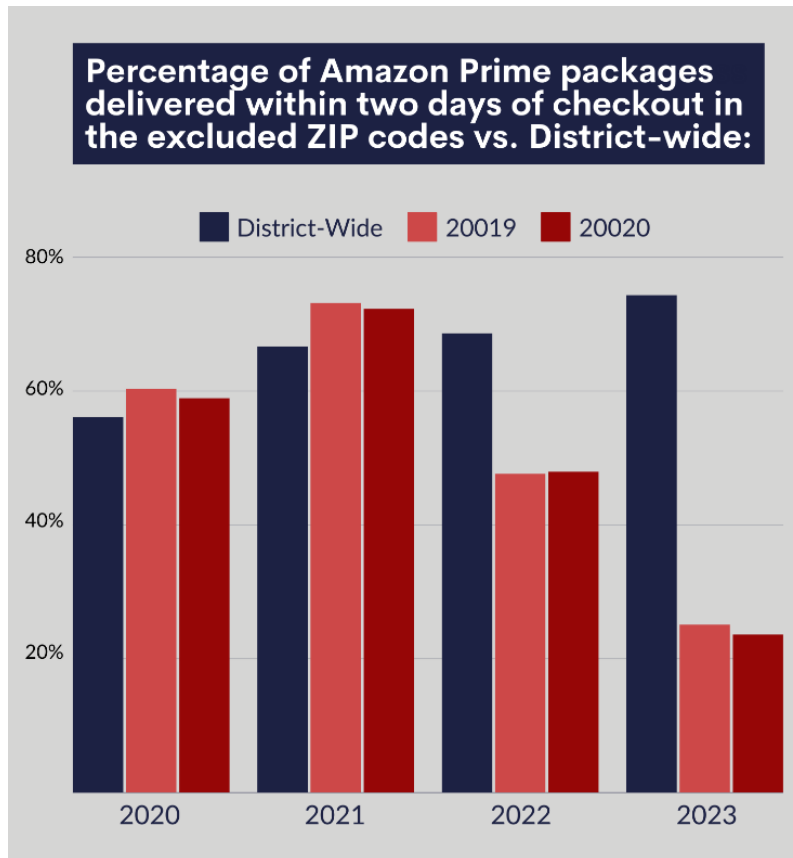
of checkout 66% of the time. In 2022 that rate increased to 69%, and in 2023 it was even higher, delivering packages to Prime members within two days of checkout 75% of the time.

41. After June 2022, however, the same was no longer true for Prime members who lived EOTR in zip codes 20019 and 20020.

42. In June 2022, Amazon instituted delivery exclusions for the entirety of zip codes 20019 and 20020. These exclusions remain in place today. This means that Amazon Delivery has not been used in those zip codes, and last-mile delivery for all Prime packages ordered to those zip codes has been executed via Third Party Delivery services UPS and USPS. Consistent with the Amazon policy discussed above, these exclusions have never been shared with consumers in these zip codes or with the public at large.

43. The effect of these exclusions on consumers in zip codes 20019 and 20020 is devastating. Due to Amazon’s exclusion, the number and rate of packages that arrived in those zip codes within Amazon’s promised two days has plummeted compared to the District as a whole, as reflected in the table and graph below:

Year	District-Wide		20019		20020	
	Delivered within 2 days of checkout	Volume	Delivered within 2 days of checkout	Volume	Delivered within 2 days of checkout	Volume
2020	56.13%	6,976,347	60.31%	643,817	58.94%	548,631
2021	66.66%	9,150,897	73.17%	1,027,852	72.30%	883,614
Exclusions instituted June 2022						
2022	68.63%	10,228,053	47.65%	565,234	47.94%	485,577
2023	74.33%	8,688,261	25.11%	219,702	23.64%	169,951



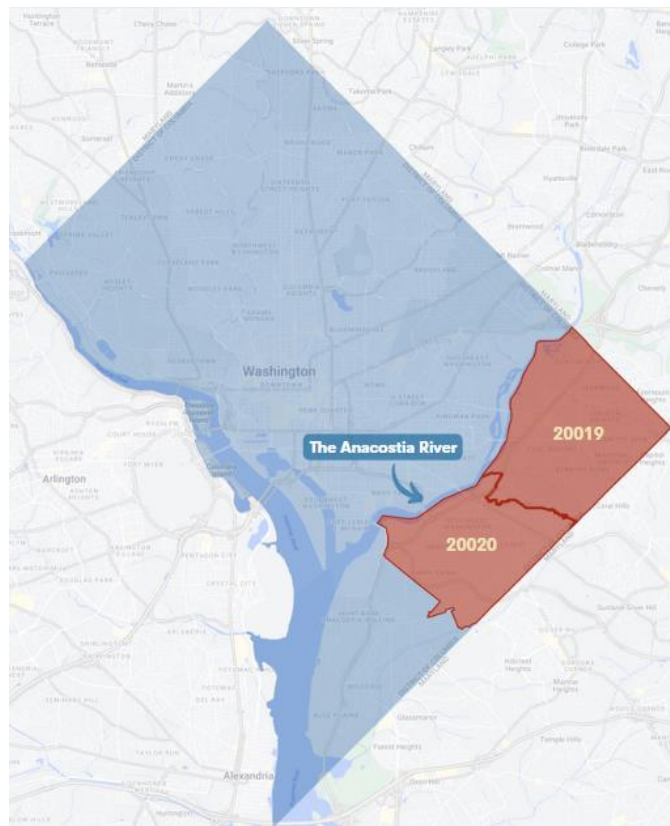
44. As shown in the above figures, in 2021, before Amazon excluded these two EOTR zip codes, it delivered packages to addresses in zip codes 20019 and 20020 within two days of the customer placing the order approximately 73% of the time. Indeed, in 2021, Amazon’s Two-Day fulfillment rate in those two EOTR zip codes was even higher than the rate for the District as a whole, which was 66%.

45. But after Amazon excluded these two EOTR zip codes, Prime delivery times to 20019 and 20020 plummeted. In 2022—when the exclusion was only in place for approximately *half* of the year—the rates of packages delivered within two days to zip codes 20019 and 20020 fell to 48%. In 2023—the first full year in which the exclusions were in place for the *entire* year—the rates of Two-Day delivery on Prime packages dropped even further, to 24.5%. Despite these

precipitous declines in delivery speed in these two EOTR zip codes, Amazon’s delivery speed for the District as a whole *increased* to nearly 75%.

46. Amazon delivered a large volume of Prime packages to 20019 and 20020 both before and after the exclusions were put in place: more than 4.5 million since 2020. This drop in delivery speed across such a huge number of packages reflects not simple fluctuations in the delivery of a few packages but a widespread and systematic reduction in the level of delivery service provided by Amazon to its Prime members living in zip codes 20019 and 20020. This is further evidenced by the fact that Two-Day delivery rates everywhere else in the District have continued to improve, so much so that the overall Two-Day delivery rate for the District as a whole has improved despite the significant drop in service to zip codes 20019 and 20020.

47. Zip codes 20019 and 20020 comprise two-thirds of the District east of the Anacostia River, historically the most underserved part of the District:



48. In 2020, the adult population of 20019 was 46,628 and the adult population of 20020 was 38,840. Of that combined population, more than half have been Prime members: in 2022, zip codes 20019 and 20020 were home to 48,693 unique Prime members; in 2023 there were 48,217, and in 2024 there are approximately 36,726.

49. The drop in Two-Day fulfillment to 20019 and 20020 as a result of Amazon's undisclosed exclusion means that these nearly 50,000 Prime members consistently experience the slowest shipping speeds in the District, despite paying the same premium for Prime membership that all other District residents pay.

50. Amazon has never paused or lifted its delivery exclusions in 20019 and 20020 since they were implemented in June 2022.

51. Because of Amazon's delivery exclusions in 20019 and 20020, Prime members in these zip codes, more often than not, do not receive one of the main benefits Amazon has led them to pay for: Two-Day delivery.

III. Amazon's Statements and Omissions Have Materially Misled District Consumers.

52. Amazon knows that delivery speed is material to District consumers, which is why it so heavily advertises fast shipping. Amazon's CEO of Worldwide Amazon Stores admits: "One thing we've learned about customers over the years is the importance they place on delivery speed. The faster we can get products to customers, the more likely they are to buy them."

53. Knowing this, Amazon has materially misled District consumers in zip codes 20019 and 20020 about its Prime shipping speeds in numerous respects.

54. *First*, after Amazon implemented the exclusions, its advertising has deceived the nearly 50,000 existing Prime members in zip codes 20019 and 20020 about the speed with which it delivers packages. Amazon's advertising to the public at large, and its messaging to consumers

signing up for Prime, inundate consumers with advertisements touting Two-Day and faster shipping speeds on Prime-tagged goods. Based on these advertisements, reasonable consumers across the District who have signed up for Prime memberships, including those in 20019 and 20020, expect that they will regularly receive Prime-eligible goods ordered from Amazon within two days of checkout. But those advertisements were and continue to be misleading to Prime members in 20019 and 20020 because of Amazon's clandestine implementation of delivery exclusions, which have resulted in Prime members in these two EOTR zip codes receiving their Amazon Prime purchases within the promised two-day window a paltry 24% of the time.

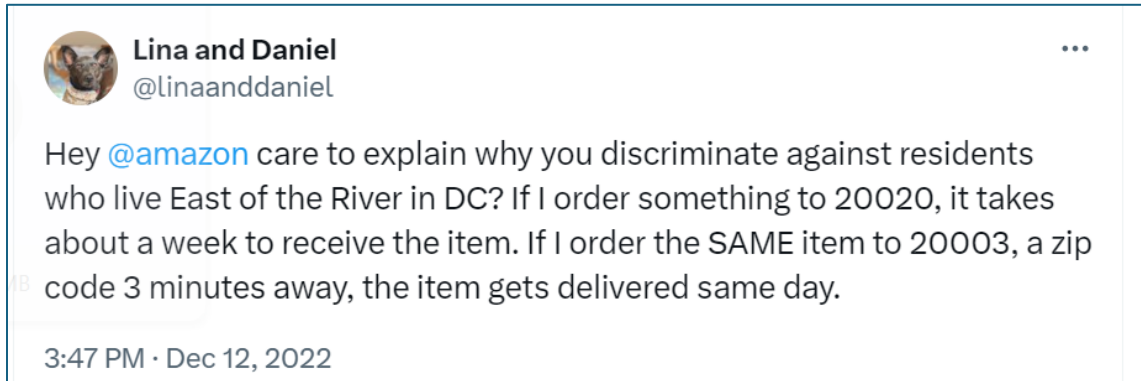
55. *Second*, by failing to disclose to the nearly 50,000 existing Prime members in 20019 and 20020 that their addresses were and are being excluded from delivery by Amazon Delivery and that they thus would and do receive slower delivery speeds, Amazon has deceived these consumers. Specifically, Amazon has failed to disclose that it has (1) instituted and maintained a delivery exclusion; and (2) severely curtailed the delivery times that Prime members in the excluded areas rely on and expect and that the rest of the District continues to enjoy. Amazon thus has omitted facts material to those consumers' decisions to continue paying for their Prime memberships.

56. *Third*, by failing to notify potential new Prime members who live in 20019 and 20020 before they sign up for and pay for Prime that their addresses are excluded from Amazon Delivery service, Amazon similarly omits the material fact that these consumers will receive slower shipping speeds than neighboring zip codes, despite paying the same Prime membership fees, and that they will only occasionally receive Two-Day delivery.

57. *Fourth*, even when consumers in excluded zip codes have complained directly to Amazon about their slow delivery speeds, Amazon has doubled down on its deception by refusing

to disclose the fact of the delivery exclusion, and instead has deceptively implied that slower speeds are simply due to other circumstances, rather than an affirmative decision by Amazon.

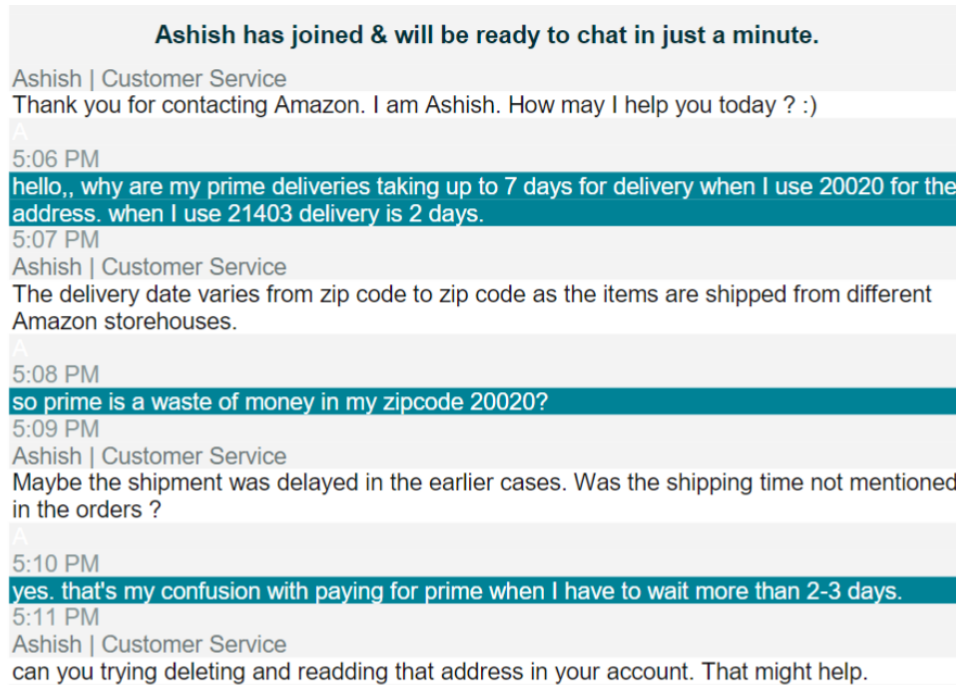
58. For example, one customer in 20020 complained directly to Amazon on Twitter:



59. In response to this complaint, Amazon falsely stated that the disparity was “never on purpose.”



60. Amazon has repeated similar falsehoods on other platforms, including the customer help chat platforms on its website, for example:



61. Amazon's deceptive practices have a significant impact on and come at a high cost to District consumers in 20019 and 20020. When a new Prime member signs up, they are committing \$14.99 per month or \$139 per year for the service. After committing that amount of money, consumers often rely on Prime for the delivery of many basic necessities, like household items, groceries, and childcare products. This is particularly true for consumers in 20019, which has a median household income of \$53,394 and which only has one full-service grocery store, and 20020, which has a median household income of \$48,106 and which only has three full-service grocery stores. But these are the very consumers that Amazon has chosen to deceive through the above series of misrepresentations and omissions, which have denied them both the full benefit of the Prime membership they have paid for and the opportunity to make informed decisions about whether and how to use Prime services.

CAUSE OF ACTION

COUNT I

VIOLATIONS OF THE CONSUMER PROTECTION PROCEDURES ACT

62. The District realleges and incorporates by reference each of the allegations contained in the preceding paragraphs as if fully set forth herein.

63. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District.

64. The goods and services that Amazon provides to consumers are for personal, household, or family purposes and therefore are consumer goods and services.

65. Amazon, in its ordinary course of business, supplies consumer goods and services and therefore is a merchant under the CPPA.

66. District residents receive consumer goods and services from Amazon through, among other things, the purchase of merchandise on its website and mobile app, and therefore are consumers under the CPPA.

67. The CPPA prohibits unfair or deceptive trade practices in connection with the offer, sale, and supply of consumer goods and services.

68. By engaging in the acts and practices alleged in this Complaint, Amazon has engaged and continues to engage in acts or practices that have a tendency to mislead consumers.

As alleged fully herein, these acts or practices include the following:

- a. Misrepresenting to consumers through advertising the delivery speed with which Prime members with primary delivery addresses in zip codes 20019 and 20020 would receive packages (i.e. within two days, one day, or on the same day), in violation of the CPPA, D.C. Code § 28-3904(e);
- b. Misrepresenting to consumers and/or using ambiguity with respect to material facts through the use of consumer help accounts, chat platforms, and other

avenues that slower delivery times to 20019 and 20020 are one-time occurrences and based on factors other than Amazon's imposition of a uniform, ongoing delivery exclusion to those zip codes, in violation of the CPPA, D.C. Code §§ 28-3904(e), 28-3904(f-1);

- c. Failing to disclose material facts regarding the application of Amazon's delivery exclusion to existing Prime members with primary delivery addresses in 20019 and 20020, including the fact that when Amazon put the zip code exclusions in place, the rate at which it would meet its delivery speed promises would fall drastically, the omission of which tended to mislead consumers, in violation of the CPPA, D.C. Code § 28-3904(f); and
- d. Failing to disclose material facts regarding the application of Amazon's delivery exclusion, including the impact on advertised shipping speeds, to potential new Prime members with primary delivery addresses in 20019 and 20020, the omission of which tended to mislead consumers, in violation of the CPPA, D.C. Code § 28-3904(f).

69. Each deceptive act or practice engaged in by Amazon as alleged above constitutes a separate violation of the CPPA.

70. Amazon's unlawful acts and practices in violation of the CPPA target and adversely affect District residents.

71. Amazon's violations present a continuing harm that adversely affects the public interest.

PRAYER FOR RELIEF

WHEREFORE, the District of Columbia respectfully requests this Court enter a judgment in its favor and grant relief against Amazon as follows:

- (a) Issue, in accordance with D.C. Code § 28-3909(a), a permanent injunction that prohibits Amazon from engaging in unfair or deceptive practices and from making misleading statements or omissions related to its marketing, selling, and shipping of goods or services to District consumers in violation of the CPPA;

- (b) Order Amazon to pay restitution or damages in an amount to be proven at trial in accordance with D.C. Code § 28-3909;
- (c) Award civil penalties in an amount to be proven at trial, and as authorized per violation of the CPPA, in accordance with D.C. Code § 28-3909(b);
- (d) Award the District the costs of this action and reasonable attorney's fees in accordance with D.C. Code § 28-3909(b); and
- (e) Grant such further relief as the Court deems just and proper.

JURY DEMAND

The District of Columbia demands a jury trial by the maximum number of jurors permitted by law.

Dated: December 4, 2024

Respectfully submitted,

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