

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,	NO.
Plaintiff,	CONSENT DECREE
v.	[CLERK’S ACTION REQUIRED]
AMAZON.COM, INC.,	
Defendant.	

I. JUDGMENT SUMMARY

- 1.1 Judgment Creditor: State of Washington
- 1.2 Judgment Debtor: AMAZON.COM, INC.
- 1.3 Principal Judgment Amount: \$2,500,000
- 1.4 Post Judgment Interest Rate: 12% per annum
- 1.5 Attorneys for Judgment Creditor: Andrea Alegrett, WSBA #50236
Joe Kanada, WSBA #55055
Aileen Tsao, WSBA #44244
Junine So, WSBA #58779
William Sherman, WSBA #29365
Assistant Attorneys General
- 1.6 Attorney for Judgment Debtor: Andrew DeVore, WSBA #49005

1 1.7 Plaintiff State of Washington (“Washington”), having conducted an investigation
2 and commenced this action pursuant to RCW 19.86, the Consumer Protection Act (CPA); and

3 1.8 Defendant Amazon.com, Inc. (“Defendant”), having been served with the
4 Summons and Complaint or having waived service; and Washington, appearing by and through
5 its attorneys, Robert Ferguson, Attorney General, and Andrea Alegrett, Joe Kanada, Aileen Tsao,
6 Junine So, and William Sherman, Assistant Attorneys General; and Defendant, appearing by and
7 through its attorney Andrew DeVore; and

8 1.9 Washington and Defendant having agreed on a basis for the settlement of the
9 matters alleged in the Complaint and to the entry of this Consent Decree against Defendant
10 without the need for trial or adjudication of any issue of law or fact; and

11 1.10 Defendant, by entering into this Consent Decree, does not admit the allegations
12 of the Complaint other than those solely as necessary to establish the jurisdiction of this
13 Court; and

14 1.11 Washington and Defendant agree this Consent Decree does not constitute
15 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation
16 of any law alleged by Washington; and

17 1.12 Defendant recognizes and states this Consent Decree is entered into voluntarily
18 and that no promises, representations, or threats have been made by the Attorney General’s
19 Office or any member, officer, agent, or representative thereof to induce them to enter into this
20 Consent Decree, except for the promises and representations provided herein; and

21 1.13 Defendant waives any right it may have to appeal from this Consent Decree or to
22 otherwise contest the validity of this Consent Decree; and

23 1.14 Defendant further agrees this Court shall retain jurisdiction of this action and
24 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and
25 conditions of this Consent Decree and for all other purposes related to this matter; and

26 The Court, finding no just reason for delay;

1 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

2 **II. GENERAL**

3 2.1 This Court has jurisdiction of the subject matter of this action and of the parties.

4 2.2 This Consent Decree or the fact of its entry does not constitute evidence or an
5 admission by any party regarding the existence or non-existence of any issue, fact, or violation of
6 any law alleged by Washington. To the contrary, Defendant has denied and continues to deny any
7 and all wrongdoing of any kind whatsoever and retains, and does not waive, any and all defenses
8 Defendant may have with respect to such matters.

9 2.3 This Consent Decree fully and finally resolves and forever discharges and releases
10 all claims and causes of action under the CPA that the State of Washington has filed or may in the
11 future file against Defendant arising out of or relating to the facts and matters specifically described
12 in the Complaint, except that Defendant's material failure to comply with this Consent Decree shall
13 permit the Attorney General of Washington to take such further action against Defendant as
14 provided for herein.

15 **III. DEFINITIONS**

16 3.1 **"Effective Date"** shall be the date this Consent Decree is filed with the Court.

17 3.2 **"FBA"** shall mean Fulfillment by Amazon.

18 3.3 **"General Use Pesticides"** or **"GUPs"** shall mean pesticides that are intended for
19 any use other than home and garden use, and that are not Restricted Use Pesticides.

20 3.4 **"Home and garden use only"** pesticides are defined in WAC 16-228-1410 as
21 those determined by the Washington State Department of Agriculture ("WSDA") to be
22 packaged, labeled, and marketed in a manner that clearly indicates the product is intended for
23 personal use by the general public in and around a residence. A pesticide dealer license is not
24 required to sell home and garden use only pesticides.

25 3.5 **"Restricted Use Pesticides"** or **"RUPs"** shall mean certain pesticides that are
26 designated as Restricted Used Pesticides in Washington under WAC 16-228-1231, or that are

1 otherwise designated as RUPs by the EPA.

2 3.6 “**Regulated Pesticide**” shall mean a pesticide that is either a RUP or a GUP.

3 3.7 “**Third Party Seller(s)**” shall mean a seller, other than Amazon, of a product listed
4 on Amazon.com.

5 IV. INJUNCTIONS

6 4.1 The injunctive provisions of this Consent Decree shall apply to Defendant and to its
7 successors, assigns, and others acting in concert with Defendant.¹

8 4.2 Defendant shall not sell or distribute RUPs or GUPs to customers in Washington
9 unless Defendant complies with pesticide dealer licensing requirements of RCW 15.58 *et seq.*
10 and related Washington Administrative Code regulations (WAC 16-228 *et seq.*).

11 4.3 Defendant agrees to take steps as described herein to prohibit Third Party Sellers
12 from selling RUPs and GUPs on Amazon.com to customers in Washington. If Defendant decides
13 to permit Third Party Sellers to sell RUPs and/or GUPs on Amazon.com to customers in
14 Washington, Defendant will do so in a manner that complies with Washington’s Pesticide
15 Control Act, RCW 15.58 *et seq.* and related regulations.

16 4.4 For the next three years Defendant will retain and update automated systems that
17 attempt to identify RUPs and GUPs offered for sale on Amazon.com to customers in Washington
18 (“Suppression Rules”) as set forth in this paragraph. Defendant agrees to continuously apply the
19 Suppression Rules and promptly block sales to customers in Washington of any RUPs and GUPs
20 detected by the Suppression Rules that are offered by Third Party Sellers. Defendant will update
21 the Suppression Rules within 30 days after a RUP or GUP is added to Washington’s Pesticide
22 Information Center Online (“PICOL”) database, and modify the Suppression Rules if it becomes
23 aware it is inadvertently permitting the sale of Regulated Pesticides.

24 4.5 For four years following the Effective Date of this Consent Decree, if Defendant

25 ¹ The form and scope of this language, as used throughout this document, is intended to have the same
26 form, scope, and application as subsection (d) or Washington Court Rule 65.

1 becomes aware that a customer in Washington was inadvertently allowed to purchase a RUP on
2 Amazon.com, Defendant agrees to contact the customer to notify them of the inadvertent sale and
3 to work with the customer to ensure safe disposal of the RUP, including offering to reimburse the
4 customer for any costs directly related to disposal of the RUP.

5 4.6 If within the next three years Defendant modifies its policies to permit Third Party
6 Sellers to sell RUPs and GUPs to customers in Washington, it will also:

- 7 a. Require that the Third Party Seller has applicable licenses and provide a
8 mechanism for the Third Party Seller to provide its license number to Defendant;
- 9 b. Provide a mechanism for Third Party Sellers to obtain the necessary information
10 from the customer to comply with the recordkeeping and customer verification
11 requirements of RCW 15.58 *et seq.* and related Washington Administrative Code
12 regulations (WAC 16-228 *et seq.*); and
- 13 c. Update Defendant's training materials to include obligations under Washington's
14 Pesticide Control Act, RCW 15.58 *et seq.* and related regulations.

15 4.7 Defendant shall maintain records of any sales, including Third Party sales, of
16 Regulated Pesticides made to customers in Washington on Amazon.com.

17 4.8 Compliance Program: Defendant shall for a period of four years after the Effective
18 Date of this Consent Decree, engage in audits on at least a monthly basis, to confirm Regulated
19 Pesticides are not sold to customers in Washington on Amazon.com, and to submit a yearly report
20 to the Attorney General's Office that includes the following information:

- 21 a. A summary describing Defendant's compliance with the requirements in
22 paragraphs 4.1-4.6, including any license numbers obtained, a list of known
23 contacts by customers regarding inadvertent RUP sales, changes made to the
24 Suppression Rule, reimbursements issued to customers, and copies of updated
25 training materials;

- 1 b. In the first year following the Effective Date of this Consent Decree, Defendant's
2 policies and procedures related to the sale of Regulated Pesticides to Washington
3 consumers on Amazon.com, and for the three years thereafter, any updates to
4 defendant's policies and procedures related to the sale of Regulated Pesticides to
5 Washington customers on Amazon.com; and
6 c. Data sufficient to show any sales of Regulated Pesticides sold to customers in
7 Washington on Amazon.com since the last report.

8 **V. MONETARY JUDGMENT**

9 5.1 Pursuant to RCW 19.86.080, Washington shall recover and Defendant shall pay
10 Washington the amount of \$2,500,000 for costs and reasonable attorney's fees incurred by
11 Washington in pursuing this matter, for monitoring and potential enforcement of this Consent
12 Decree, for future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the
13 Attorney General's duties at the sole discretion of the Attorney General.

14 5.2 Payments referenced in paragraphs 5.1 shall be made no later than 30 days from
15 entry of this Consent Decree by valid check payable to "State of Washington Attorney General's
16 Office," delivered to the Office of the Attorney General, Attention, Margaret Farmer, Litigation
17 Support Manager, 800 Fifth Ave., Suite 2000, Seattle, WA 98104.

18 5.3 Defendant's failure to timely make payments as required by this Consent Decree,
19 without written agreement by Washington, shall be a material breach of this Consent Decree.

20 **VI. ENFORCEMENT**

21 6.1 Defendant shall be in full compliance with all requirements and obligations this
22 Consent Decree imposes on Defendant by the date of entry of this Consent Decree, except as
23 otherwise indicated herein.

24 6.2 If Defendant violates a material condition of this Consent Decree, and if
25 Defendant does not cure the violation within a reasonable time after notice by Washington,
26 Washington may seek the imposition of additional conditions, civil penalties pursuant to

1 RCW 19.86.140, restitution, injunctive relief, attorney's fees, costs, and such other remedies as
2 the Court may deem appropriate at an evidentiary hearing in which Defendant has an opportunity
3 to be heard, if the Court finds by a preponderance of the evidence that Defendant has violated a
4 material condition of this Consent Decree.

5 6.3 Jurisdiction is retained by this Court for the purpose of enabling any party to this
6 Consent Decree to apply to the Court at any time for enforcement of compliance with this Consent
7 Decree, to punish violations thereof, or otherwise address the provisions of this Consent Decree.

8 6.4 Nothing in this Consent Decree shall grant any third party beneficiary or other
9 rights to any person who is not a party to this Consent Decree.

10 6.5 Under no circumstances shall this Consent Decree, or the name of the State of
11 Washington, this Court, the Office of the Attorney General, the Consumer Protection Division,
12 or any of their employees or representatives be used by Defendant or any of its respective
13 owners, members, directors, successors, assigns, transferees, officers, agents, servants,
14 employees, representatives, and all other persons or entities in active concert or participation
15 with Defendant, in connection with any selling, advertising, or promotion of products or services,
16 or as an endorsement or approval of Defendant's acts, practices, or conduct of business.

17 6.6 Washington shall be permitted to serve a Civil Investigative Demand seeking to
18 access, inspect, and/or copy business records or documents in possession, custody, or under
19 control of Defendant to monitor compliance with this Consent Decree; provided that the
20 inspection and copying shall avoid unreasonable disruption of Defendant's business activities.
21 Washington shall not disclose any information described in this Paragraph 6.6 ("Confidential
22 Information") unless such disclosure is required by law. In the event that Washington receives a
23 request under the Public Records Act, subpoena, or other demand for production that seeks the
24 disclosure of Confidential Information, Washington shall notify Defendant as soon as practicable
25 and in no event less than ten (10) calendar days after receiving such request and shall allow
26 Defendant a reasonable time, not less than ten (10) calendar days, from the receipt of such notice

1 to seek a protective order relating to the Confidential Information or to otherwise resolve any
2 disputes relating to the production of the Confidential Information before Washington discloses
3 any Confidential Information. Nothing in this Consent Decree shall affect State of Washington's
4 compliance with the Public Records Act, RCW 42.56.

5 6.7 To monitor compliance with this Consent Decree, Washington shall be permitted
6 to serve a Civil Investigative Demand, including written interrogatories and a demand for oral
7 testimony from Defendant or any officer, director, agent, or employee of Defendant by
8 deposition, provided that Washington attempts in good faith to schedule the deposition at a time
9 convenient for the deponent and his or her legal counsel.

10 6.8 This Consent Decree in no way limits Washington from conducting any lawful
11 non-public investigation to monitor Defendant's compliance with this Consent Decree or to
12 investigate other alleged violations of the CPA, which may include, but is not limited to,
13 interviewing customers or former employees of Defendant.

14 6.9 This Consent Decree shall be binding upon and inure to the benefit of Defendant's
15 successors and assigns. Defendant and its successors and assigns shall notify the Attorney
16 General's Office at least thirty (30) days prior to any change-in-control of Defendant that would
17 change the identity of the corporate entity responsible for compliance obligations arising under
18 this Consent Decree; including, but not limited to, dissolution, assignment, sale, merger, or other
19 action that would result in the emergence of a successor corporation; the creation or dissolution
20 of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent
21 Decree; the proposed filing of a bankruptcy petition; or a change in the corporate name or
22 address. Provided, however, that with respect to any proposed change in the corporation about
23 which Defendant and its successors and assigns learn less than thirty (30) days prior to the date
24 such action is to take place, Defendant and its successors and assigns shall notify the Attorney
25 General's Office as soon as is practicable after obtaining such knowledge.
26

6.10 Any notice or other communication required or permitted under this Consent Decree shall be in writing and delivered to the following persons or any person subsequently designated by the parties:

For the State:

Andrea Alegrett	Andrea.Alegrett@atg.wa.gov; (206) 389-3813
Joe Kanada	Joe.Kanada@atg.wa.gov; (206) 389-3843
Aileen Tsao	Aileen.Tsao@atg.wa.gov; (206) 389-2061
Junine So	Junine.So@atg.wa.gov; (206) 389-2426
William Sherman	Bill.Sherman@atg.wa.gov; (206) 442-4485

For Amazon:

Andrew DeVore	adevore@amazon.com; (206) 266-0737
Benjamin Langner	langnerb@amazon.com; (206) 266-1842

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6.11 The Clerk of the Court is ordered to immediately enter the foregoing Judgment and Consent Decree.


DONE IN OPEN COURT this ____ day of _____, 2021.

JUDGE/COURT COMMISSIONER

Approved for entry and presented by:

Approved for Entry, Notice of Presentation
Waived:

ROBERT W. FERGUSON
Attorney General


ANDREA M. ALEGRETT, WSBA #50236
JOE KANADA, WSBA #55055
AILEEN TSAO, WSBA #44244
JUNINE SO, WSBA #58779
WILLIAM SHERMAN, WSBA #29365
Assistant Attorneys General
800 5th Ave #2000
Seattle, WA 98104
206-389-3813
andrea.alegrett@atg.wa.gov

Attorneys for Plaintiff State of Washington

DocuSigned by:

ANDREW DEVORE WSBA#49005

Attorney for Defendant Amazon.com, Inc.

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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

AMAZON.COM, INC.,

Defendant.

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COMPLAINT

The Plaintiff, State of Washington, by and through the Attorney General's Office (the "State"), brings this action against the Defendant Amazon.com, Inc. ("Defendant" or "Amazon") for violations of the Consumer Protection Act, RCW 19.86 (CPA). The CPA prohibits unfair or deceptive acts or practices in the conduct of trade or commerce. The State alleges the following on information and belief:

I. JURISDICTION AND VENUE

1.1 The State files this Complaint and institutes these proceedings under the provisions of the Consumer Protection Act, RCW 19.86. The Attorney General has statutory authority to commence this action pursuant to RCW 19.86.080 and RCW 19.86.140.

1.2 This Court has personal jurisdiction over Defendant pursuant to RCW 4.28.180, RCW 4.28.185, and RCW 19.86.160 because Defendant has engaged in the conduct set forth in this Complaint in King County and elsewhere in the State of Washington.

1.3 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and

1 Court Rule 82 because Defendant resides and transacts business in King County. Defendant also
2 engaged in the conduct set forth in this Complaint in King County and elsewhere in the
3 State of Washington.

4 II. PARTIES

5 2.1 The Plaintiff is the Attorney General of the State of Washington ("State").

6 2.2 Defendant Amazon.com, Inc. ("Amazon") is a corporation incorporated and
7 existing under the laws of the State of Delaware, with a principle place of business at
8 401 Terry Ave. N., Seattle, Washington 98109.

9 III. NATURE OF TRADE OR COMMERCE

10 3.1 Defendant, at all times relevant to this action, has been engaged in the for-profit
11 business of distributing and/or selling pesticides within the State of Washington. Defendant is
12 engaged in trade or commerce within the meaning of RCW 19.86.010.

13 IV. FACTS

14 4.1 Amazon is a Washington-based technology company that, among other things,
15 operates the e-commerce platform Amazon.com. Through Amazon.com, Washington consumers
16 are able to purchase a variety of goods, including pesticides.

17 4.2 Certain pesticides used in Washington pose heightened risks to human health and
18 the environment. These harms are mitigated when businesses, and in some instances consumers,
19 hold specific licenses and meet customized reporting and use criteria in order to sell or buy those
20 pesticides, as required by the law. Washington law distinguishes between three classes
21 of pesticides:

- 22 a. ***Restricted Use Pesticides (RUPs)***. Certain pesticides are designated as
23 RUPs in Washington based on the active ingredients they contain, their
24 application site, or if they are otherwise designated as RUPs by the U.S.
25 Environmental Protection Agency (EPA). WAC 16-228-1231. In Washington,
26 RUPs can only be distributed by licensed pesticide dealers and sold to a certified

pesticide applicator. RCW 15.58.180(1), RCW 15.58.150(2)(a), and WAC 16-228-1231(1);

b. ***General Use Pesticides (GUPs)***. GUPs are pesticides requiring registration in Washington that are not designated as RUPs. GUPs are further subdivided into two categories:

i. ***GUPs Intended for Home and Garden Use (GUP-HGs)***. GUP-HGs are pesticides that are labeled and intended for home and garden use. GUP-HGs do not require Washington consumers to maintain licenses to buy, sell, or distribute; and

ii. ***GUPs Requiring Licensing to Sell (GUP-Ls)***. GUP-Ls are GUPs that can only be sold or distributed by licensed pesticide dealers. RCW 15.58.180(1). GUP-Ls are generally intended for commercial, industrial, and/or agricultural use.

4.3 Pesticide Dealers must be licensed and skilled to distribute RUPs and GUP-Ls in Washington, including hiring an employee that has passed the Washington State Department of Agriculture (WSDA) Dealer Manager Exam and carries a current Dealer Manager License. RCW 15.58.200. Pesticide Dealers must also maintain detailed records of any GUP-Ls and RUPs they distribute, and prior to distributing RUPs, dealers must confirm that the buyer is a certified applicator with a valid pesticide license number and record the crop or site where the RUP will be applied. WAC 16-228-1300. These records must be kept for seven years from the date of distribution. WAC 16-228-1300.

4.4 From January 1, 2013 through at least February 13, 2020, Amazon sold and distributed thousands of RUPs and GUP-Ls to Washington consumers without obtaining the necessary license or skills required to sell such products. Amazon failed to disclose to consumers—on its pesticide product pages, checkout pages, or elsewhere—that it was an unlicensed and unskilled distributor of RUPs and GUP-Ls. Amazon also failed to collect

1 necessary information from buyers of RUPs in Washington, resulting in thousands of pesticides
2 used in Washington without a record as to the site or location of their application.

3 4.5 From January 1, 2013 through at least February 13, 2020, Amazon facilitated the
4 sale of thousands of RUPs and GUP-Ls by third party distributors to Washington consumers
5 without providing a mechanism for sellers to abide by record keeping requirements. Nor did
6 Amazon provide sellers with an opportunity to confirm whether the buyer was certified to
7 purchase RUPs.

8 4.6 In addition, the RUP product pages on Amazon.com did not disclose that sellers
9 and purchasers must meet certain safety and licensing requirements prior to purchase. This
10 failure resulted in thousands of pesticides sold to Washington consumers without confirmation
11 that the purchaser was licensed or that they understood the safety concerns related to RUPs.

12 4.7 Amazon's sale and distribution of RUPs and GUP-Ls in Washington is a matter
13 of public interest because it endangered consumer health and welfare, and the environment.
14 Some of these pesticides can cause damage or injury to land, humans, desirable plants and
15 animals, or wildlife. The licensing requirements and accompanying procedural safeguards help
16 mitigate such risks posed by RUPs and GUP-Ls. These procedures and safeguards ultimately
17 protect the environment and health of Washingtonians, and ensure that consumers have access
18 to accurate information concerning pesticide products.

19 **V. CAUSE OF ACTION:**
20 **VIOLATION OF THE CONSUMER PROTECTION ACT RCW 19.86.020**

21 5.1 The State re-alleges Paragraphs 1.1 through 4.7 and incorporates them as if set
22 fully herein.

23 5.2 Amazon engaged in unfair and deceptive acts or practices within the meaning of
24 RCW 19.86.020, by:

- 25 a. Failing to disclose that it did not have the required licenses or skills to sell
26 or distribute GUP-Ls or RUPs to Washington consumers;

- b. Representing indirectly or by implication that it has the skills and competence necessary to sell or distribute GUP-Ls or RUPs to Washington consumers;
- c. Representing indirectly or by implication that any Washington consumer could purchase RUPs;
- d. Failing to request that consumers provide information regarding their certified applicator license and failing to perform other requirements for the sale or distribution of RUPs;
- e. Facilitating third party sales of RUPs for sale to Washington consumers without providing a mechanism for such sellers to meet recordkeeping requirements necessary to ensure the safe application of such pesticides in Washington; and
- f. Facilitating third party sales of RUPs for sale to Washington consumers without providing a mechanism for such sellers to verify that prospective Washington consumers of RUPs were certified applicators.

5.3 The acts or practices described herein occurred in trade or commerce as defined in RCW 19.86.010(2) because they concern and include offers for sale and sales of pesticides for delivery in Washington and because they include offers for sale and sales of pesticides to consumers in Washington.

5.4 The acts or practices described herein affected the public interest because they impacted numerous Washington consumers who visited product pages on Amazon.com, including those who ultimately purchased the product via Amazon.com, containing the misrepresentations set forth in Paragraphs 5.2.

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6.1 That the Court adjudge and decree that Defendant has engaged in the conduct complained of herein.

6.3 That the Court issue a permanent injunction enjoining and restraining Defendant and its representatives, successors, assigns, officers, agents, servants, employees, and all other persons acting or claiming to act for, on behalf of, or in active concert or participation with Defendant from continuing or engaging in the unlawful conduct complained of herein.

6.5 That the Court, as an equitable remedy, disgorge Defendant of money or property acquired by Defendant as a result of the conduct complained of herein.

6.7 That the Court make such orders pursuant to RCW 19.86.080 to provide that the Plaintiff, State of Washington, recover from Defendant the costs of this action, including reasonable attorneys' fees.

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