

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

<p><b>DISTRICT OF COLUMBIA,</b></p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p><b>AMAZON.COM INC., <i>et al.</i>,</b></p> <p style="text-align:center">Defendants.</p>	<p>Case No. 2022-CAB-005698 Judge Leslie A. Meek</p>
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**CONSENT ORDER AND JUDGMENT**

Plaintiff District of Columbia (the “District”), by and through its Office of the Attorney General (“OAG”), filed its Complaint in this matter under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* (“CPPA”). The District and Defendants Amazon.com, Inc. and Amazon Logistics, Inc. (together, “Amazon,” and collectively with the District, the “Parties”) stipulate to the entry of this Consent Order and Judgment (“Consent Order”) to resolve all matters in dispute in this action between them.

**THE PARTIES**

1. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented in this lawsuit by the Attorney General for the District of Columbia.

2. Defendants Amazon.com, Inc. and Amazon Logistics, Inc. (collectively, “Amazon”) are Delaware corporations with corporate headquarters at 410 Terry Ave, Seattle, WA 98109. Amazon is engaged in business around the United States, including in Washington, D.C.

Amazon operates a delivery program called Flex, through which Drivers deliver packages to Amazon customers.

### **DEFINITIONS**

3. “**Effective Date**” shall be the date on which this Consent Order is entered by this Court.

4. “**Driver**” means someone, regardless of employment status with Defendants, who provides delivery services by accepting individual offers to make a single delivery or set of deliveries to Defendants’ customers.

### **FACTUAL ALLEGATIONS**

5. The District’s Complaint alleges that, between late 2016 until August 2019, Amazon violated the CPPA, specifically, D.C. Code § 28-3904(e), (f), and (f-1). Compl. ¶ 1. In particular, the Complaint alleges that, with respect to customer tips for Drivers, Amazon made misrepresentations as to a material fact, failed to state a material fact, or used innuendo or ambiguity as to a material fact, that had the tendency to mislead. Compl. ¶¶ 61-63. Amazon denies all of the District’s allegations and claims. Amazon maintains that it made truthful, complete, unambiguous, and accurate representations to customers regarding tips for Drivers. Nothing contained in this Consent Order is or may be construed to be an admission by Amazon of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing.

6. Without conceding the merit or lack of merit of any claim or defense, or the existence of any liability whatsoever, the Parties wish to settle, compromise, and finally and forever resolve all matters in dispute in this action between them.

### **INJUNCTION**

7. If, in the District of Columbia, Amazon employs any earnings model for Drivers in

which a customer's tip counts toward a minimum earnings guarantee by Amazon, then Amazon will clearly explain on the Amazon.com website and in the Amazon app, such as in a Frequently Asked Questions section, how tips impact Driver earnings.

8. The term set out in paragraph 7 of this Consent Order will remain in effect for five years after the Effective Date.

### **MONETARY TERMS**

9. Amazon shall pay the District a total of \$3,950,000.00 to resolve this litigation. This amount includes \$1,500,000.00 for fees and costs incurred by the District in connection with this litigation. Amazon shall make this payment within thirty (30) days of the Effective Date. Payment shall be made by wire payment and delivered to the OAG consistent with instructions from the OAG.

### **RELEASES**

10. This Consent Order finally disposes of all claims and issues by the Parties that have been raised, or could have been raised, by either party based on the conduct alleged in the Complaint in this lawsuit, as set forth in this paragraph. Specifically, upon receipt of all amounts due under this Consent Order, the District shall release, and hereby releases, Amazon from all claims that the District asserted or could have asserted under the CPPA, based on the conduct alleged in—and with respect to the time period at issue in—the Complaint.

11. Nothing in this Consent Order is or should be construed as an indication that the District concedes compliance with the term set forth in paragraph 7 is sufficient to comply with the CPPA.

12. Amazon shall release the District from all claims that it raised, or could have raised, based on the conduct alleged in the Complaint.

## **GENERAL PROVISIONS**

13. The Parties may apply to the Court to modify this Consent Order by agreement at any time.

14. The Parties reserve the right to take any legal action to enforce the terms of this Consent Order. However, prior to taking any such action, the party seeking to enforce the terms shall provide a fifteen (15) business day notice letter by email and first-class mail to the other party upon a good faith belief that the party has violated any term of this Consent Order. The responding party shall have fifteen (15) business days from the receipt of the notice to explain or correct any alleged violation. No noticing party shall take any legal action to enforce the terms of this Consent Order while the responding party is working in good faith to cure any alleged violation, and no noticing party shall take any legal action to enforce the terms of this Consent Order at any time if the responding party cures any alleged violation.

15. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

16. This Court retains jurisdiction over this Consent Order and the Parties for the purpose of enforcing this Consent Order. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

17. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

18. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the

party changing such address:

For the Plaintiff District of Columbia

James Graham Lake  
Chief, Workers' Rights and Antifraud Section  
Office of the Attorney General  
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For the Defendants Amazon.com, Inc. and Amazon Logistics, Inc.

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and

[litregcontractnotices@amazon.com](mailto:litregcontractnotices@amazon.com)

19. If any clause, provision, or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

20. Amazon shall ensure that all personnel having final authority with respect to the obligations set out in paragraph 7 of this Consent Order are informed of the requirements set forth in this Consent Order.

**CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA**

BRIAN L. SCHWALB  
Attorney General for the District of Columbia

James Graham Lake Date: 2/4/25  
James Graham Lake  
Chief, Workers' Rights and Antifraud Section

**CONSENTED TO FOR DEFENDANTS AMAZON.COM, INC. AND AMAZON LOGISTICS, INC.**

Joshua Hill Date: 2/3/25  
Joshua Hill  
Paul, Weiss, Rifkind, Wharton & Garrison LLP

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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Date

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**Judge Leslie A. Meek**  
Superior Court of the District of Columbia