

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

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

**DECISION AND ORDER APPROVING
NOTIFICATION AND ACTION PLAN**

On July 29, 2024, the U.S. Consumer Product Safety Commission (CPSC or Commission) issued a Decision and Order in this matter regarding over 400,000 hazardous household products that American consumers purchased through Respondent Amazon.com, Inc. (Amazon) – specifically, and as identified in the Complaint and the Stipulation of the Parties, children’s sleepwear that fail to meet flammability requirements, carbon monoxide (CO) detectors that fail to alarm, and hair dryers that lack electrocution protection (Subject Products). Dkts. 1, 35, 142. In that Decision and Order, the Commission adopted the Administrative Law Judge’s (ALJ) findings that (1) Amazon acted as a distributor under the Consumer Product Safety Act (CPSA) when it received, stored, and delivered the Subject Products through its Fulfilled by Amazon Program; and (2) the Subject Products present a substantial product hazard under the CPSA. Dec. and Order at 26, 42, 72, Dkt. 142.

The Commission also determined that because Amazon did not provide sufficient notification to the public to protect consumers against unreasonable risk of injury associated with these products, under Section 15(c) of the CPSA, 15 U.S.C. § 2064(c), public notice, as well as

direct notice to purchasers, are required to adequately protect the public from the hazardous products. Dec. and Order at 52, 72, Dkt. 142. Further, the Commission determined that because Amazon did not seek to remove the Subject Products from commerce and from consumers' possession, under Section 15(d)(1) of the CPSA, 15 U.S.C. § 2064(d)(1), it is in the public interest that Amazon issue full refunds for the Subject Products, conditioned upon return or proof of destruction or, for the CO detectors, replacement products upon return. Dec. and Order at 58, 72, Dkt. 142.

In determining appropriate remedies in this matter, the Commission set aside in full the ALJ's Order and replaced it with a new Order that required Amazon to develop, in consultation with Complaint Counsel, a Proposed Notification Plan¹ and Proposed Action Plan² that reflect the findings in the Decision and Order. *Id.* at 73, Dkt. 142. Pursuant to the process specified in the Decision and Order, on September 9, 2024, Amazon filed with the Commission a Proposed Notification and Action Plan (Amazon's Proposed Plan).³ Amazon's Resp. to the Dec. and Order, Dkt. 148. After the Commission granted Amazon's motion to extend by three days the Parties' remaining filing deadlines, Dkts. 147, 149, Complaint Counsel filed a response to Amazon's Proposed Plan on September 17, 2024. Compl. Counsel's Statement of Disputed Issues, Dkt. 150. Amazon filed a reply on September 24, 2024. Amazon's Reply, Dkt. 151.

After careful review and consideration of the Parties' submissions, the Commission

¹ The July 29 Decision and Order defined the Proposed Notification Plan as "the process for Amazon, pursuant to Section 15(i) and 16 C.F.R. § 1115.29(c), to submit proposed notices for Commission approval." Dec. and Order at 44, Dkt. 142.

² The July 29 Decision and Order defined the Proposed Action Plan as "a plan, for approval by the Commission, for taking action' to implement the prescribed remedies . . . as required by Section 15(d)(2). 15 U.S.C. § 2064(d)(2)." Dec. and Order at 44, Dkt. 142.

³ Although Amazon submitted the Proposed Notification and Action Plan in response to the Commission's July 29 Decision and Order, Amazon "reserve[d] all of its rights, including all defenses and objections previously asserted in this proceeding and with respect to the issues raised in the Decision and Order and this Plan." Amazon's Resp. to the Dec. and Order at 3, Dkt. 148.

hereby approves, by this Order, Amazon's Proposed Plan, subject to the various modifications ordered below. *See* 15 U.S.C. § 2064(d)(3)(A); 16 C.F.R. § 1115.29(a), (c). In addition, for the reasons addressed in Section V, *infra*, the Commission rejects Amazon's Free Speech and Takings challenges and, consistent with the Commission's Order dated August 16, 2024, Dkt. 146, sets an effective date for this Order that allows sufficient time for Amazon to submit a motion to stay the Order.

Below, this Decision and Order resolves elements of the Notification and Action Plan that are in dispute between the Parties and details the modifications to Amazon's Proposed Plan that the Commission determines are necessary to protect the public and/or are in the public interest. As to the Notification Plan, Attachments A-1 to C-3 to this Order show the modifications to Amazon's proposed notices that the Commission is ordering.

DISCUSSION

In this Decision and Order, the Commission is guided by specific statutory and regulatory elements governing mandatory recalls. Unlike voluntary product recalls, where the terms are agreed upon pursuant to negotiation, mandatory recalls follow prescribed requirements set forth in Section 15(c) and (d) of the CPSA and 16 C.F.R. § 1115.23-29, Guidelines and Requirements for Mandatory Recall Notices (Mandatory Recall Notices Rule). Under Section 15, where, as here, the Commission has determined that a product distributed in commerce presents a substantial product hazard, that notification is required to adequately protect the public, and that remedial action is in the public interest, the Commission is authorized to order a distributor to take a number of actions to effectuate the order. That is, the posture shifts from the give-and-take of a negotiated agreement to the clear statutory and regulatory framework laying out the elements governing recall actions mandated by the Commission.

In particular, Section 15(c) of the CPSA directs the Commission to “specify the form and content of any notice” ordered by the Commission after determining that notification is required “to adequately protect the public” from hazardous products. 15 U.S.C. § 2064(c). Further, Section 15(d) directs the Commission to order refunds and other remedies that it determines “to be in the public interest.” 15 U.S.C. § 2064(d). This authority guides the Commission’s assessment and modification of Amazon’s Proposed Plan, discussed below.

I. Definition of “Subject Products”

In its July 29 Decision and Order, the Commission identified the Subject Products that present a substantial product hazard for the purposes of this matter. *See* Dec. and Order at 41-44, Dkt. 142. The Commission adopted the ALJ’s determination “that the products identified in the Complaint and Joint Stipulation present substantial product hazards,” *id.* at 42, Dkt. 142, with a clarification regarding a mistaken identifier for one of the products. *Id.* at 42, n. 32, Dkt. 142. The Commission declined to extend the universe of Subject Products based on the evidence in the record. *Id.* at 43, Dkt. 142.

Despite the Commission’s clear statements regarding the Subject Products, Amazon includes its own definition of the Subjects Products in its proposed plans. Amazon’s Proposed Plan at ¶ 1, Dkt. 148. Complaint Counsel, in turn, proposes a different definition of the Subject Products.⁴ Compl. Counsel’s Statement of Disputed Issues at 3-4, Dkt. 150; *see also* Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 1, Dkt. 150.

The Commission sees no reason to revisit the discussion of Subject Products in this

⁴ Complaint Counsel also suggests that the 32 products sold through the Amazon Warehouse program be considered Subject Products for the purposes of this Order because they were initially sold through the Fulfilled by Amazon program. Compl. Counsel’s Statement of Disputed Issues at 4 n. 1, Dkt. 150. The Commission declines to include the Amazon Warehouse products as Subject Products at this time but notes that whenever Amazon is acting as a retailer, such as through the Amazon Warehouse program, it must comply with all requirements of the CPSA that apply to retailers.

decision, but for clarity's sake, provides the following definition of Subject Products for the approved Notification and Action Plans:

Subject Products: The children's sleepwear garments, carbon monoxide detectors, and hair dryers sold through Amazon's Fulfilled by Amazon program that were identified in the Complaint and the Parties' Joint Stipulation as presenting substantial product hazards, with the clarification regarding a mistaken ASIN in the Commission's July 29, 2024, Decision and Order.

See Dec. and Order at 41-44, Dkt. 142.

The Commission notes that once this mandatory recall is in effect, under Section 19(a)(2)(C) of the CPSA, it will be unlawful for anyone, including Amazon, to sell, offer for sale, manufacture for sale, distribute in commerce, or import into the United States any consumer product subject to this Order. 15 U.S.C. § 2068(a)(2)(C).

II. Order to Cease Distribution

While Amazon's Proposed Plan does not include a requirement that it cease distribution of the Subject Products, Complaint Counsel maintains that a Section 15 order requiring Amazon to cease distribution is necessary to ensure that Amazon will not distribute the products again. Compl. Counsel's Statement of Disputed Issues at 5, Dkt. 150. The Commission disagrees. As discussed in the Decision and Order, Amazon has already ceased distribution of the Subject Products by removing the items from Amazon.com, prohibiting Fulfilled by Amazon participants or any other entity from listing the Subject Products on Amazon.com, and quarantining and destroying all units in Amazon's fulfillment centers. Dec. and Order at 16, 52, Dkt. 142. Moreover, Amazon should not have any Subject Products in its inventory—all inventory units have been destroyed, and its Proposed Action Plan does not allow for product returns. Amazon's Reply at 6, Dkt. 151; Amazon's Proposed Plan at ¶ 3, Dkt. 148 (requiring photographic proof of product destruction or disposal to obtain refund). Complaint Counsel has not contested

Amazon's factual assertions. A cease distribution order is therefore unnecessary in this matter at this time. The Commission again notes that once this order is effective, any future distribution or sale of the Subject Products by Amazon would violate Section 19(a)(2)(C) of the CPSA.

III. Amazon's Proposed Notification Plan

Amazon's Proposed Plan provides for recall notification through a set of actions that Amazon argues should be highly circumscribed, given steps it has taken in the past. Amazon proposes to take the following actions: (1) a recall alert for each Subject Product posted to Amazon.com; (2) one round of direct notice by Amazon to purchasers; and (3) one round of notice by Amazon to Fulfilled by Amazon participants. Amazon's Proposed Plan at ¶ 2, Dkt. 148. Amazon's plan incorporates limits on the Commission's actions to notify the public by proposing to post a "recall alert" that would not be broadly disseminated to the public. *See* Amazon's Reply at 9, Dkt. 151. Amazon acknowledges that its plan is designed to preclude the Commission from issuing the recall as a press release that is, for example, distributed to national wire services. *Id.*, Dkt. 151.

In response, Complaint Counsel counters that a widely disseminated "recall release" is required here and presents modifications to Amazon's proposed plan, specifying the following actions: (1) a recall press release for each Subject Product posted to Amazon.com; (2) notice on each purchaser's "Your Orders" page with certain specifications; (3) two rounds of direct notice by Amazon to purchasers; (4) posts on Amazon's primary and "AmazonHelp" social media accounts; and (5) two rounds of notice by Amazon to Fulfilled by Amazon participants. Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 3, Dkt. 150. Complaint Counsel also proposes revisions to the content of Amazon's proposed notices, *id.* at Appendices A-1 to C-3, Dkt. 150, and asserts that Amazon must maintain its social media posts and website notice for a

minimum of five years, *id.* at ¶ 3.c.v, Dkt. 150.

The Commission addresses each of these issues below.

A. Forms of Notice

1. Public Notice on Amazon.com

Amazon and Complaint Counsel agree, as part of their respective Notification Plans, that notice of the recall shall be published on the CPSC website and added to the “Recalls and Product Safety Alerts” page on Amazon.com. Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.a.i, c.i, Dkt. 150. Complaint Counsel calls the notice document a “Recall Release”⁵ and Amazon labels the same document a “Recall Alert.” *Id.*, Dkt. 150. The difference in terminology reflects a difference in how the parties contend the notice should be disseminated *by the Commission*. Citing the fact that the Subject Products were first distributed in commerce almost four years ago,⁶ Complaint Counsel posits that wide dissemination is necessary to effectuate the purpose of the statute to adequately protect the public by informing as many consumers as possible about the recalls, including consumers who are not the original purchasers. Compl. Counsel’s Statement of Disputed Issues at 6-7, n. 3, Dkt. 150.

The Commission agrees that wide dissemination is necessary here, and orders Amazon to post recall releases to its website. The releases to be posted are based on Appendices A-1 to A-3 attached to Amazon’s Proposed Plan, but contain the modifications discussed herein, and as shown in Attachments A-1 to A-3 to this Order.⁷ In this case, Amazon’s previous

⁵ Other terms for this type of document include “press release” and “news release.”

⁶ In its Answer to the Complaint, Amazon stated that it fulfilled orders for the Subject Product children’s sleepwear garments between June 2019 and February 2020, for the Subject Product CO detectors between July 2019 and August 2020, and for the Subject Product hair dryers between June 10, 2019, and March 9, 2021. Answer at ¶¶ 25, 34, 43, Dkt. 2.

⁷ Consistent with the current format of its “Recalls and Product Safety Alerts” webpage, Amazon may choose to link

communications were limited to its original customers. Dec. and Order at 47-48, Dkt. 142. The Commission’s statutory mandate, however, is to “protect the public against unreasonable risks of injury associated with consumer products,” 15 U.S.C. § 2051(b)(1), necessitating wide dissemination of the notice to achieve that purpose. *See, e.g., In the Matter of Zen Magnets, LLC*, CPSC Dkt. No. 12-2, Final Decision and Order, 2017 WL 11672449, at *42-43 (Oct. 26, 2017) (concluding that “widespread public notice . . . is necessary” and ordering a joint news release from the Commission and Respondent).

Further, it is the Commission’s prerogative (regardless of what the recall release is called) to publicize mandatory recalls through public outreach, including press releases, website postings, and social media, in order to protect the public in accordance with the CPSA. 15 U.S.C. § 2051(b)(1) (specifying the purposes of the CPSA, including “protect[ing] the public against unreasonable risks of injury associated with consumer products”).⁸ Accordingly, in addition to ordering Amazon to post recall releases to its website, the Commission will employ its own outreach efforts (including issuance of its own press release about this case and its own posts to CPSC’s social media accounts) to notify consumers in furtherance of its safety mission.

Regarding the specific location for posting the recall releases on Amazon.com, the Commission agrees with, and Complaint Counsel does not dispute, Amazon’s proposal to add the recall releases to the “Recalls and Product Safety Alerts” webpage on Amazon.com “so that [they] can be viewed by a person querying the product[s] on Amazon’s website, including non-

directly to the recall releases that are posted on the CPSC website as opposed to posting the full releases on Amazon.com. *See Recalls and Product Safety Alerts*, Amazon.com, https://www.amazon.com/product-safety-alerts?ref=footer_bsx_ypsa (last visited Jan. 15, 2025).

⁸ Section 6(b)(4)(B) of the CPSA, 15 U.S.C. § 2055(b)(4)(B), provides that the requirements of Section 6(b)(1) do not apply to public disclosure of “information in the course of or concerning . . . an adjudicatory proceeding.” The conclusions reached in this Decision and Order in no way restrict the Commission from issuing its own statements containing information that was “disclosed as part of the adjudication.” 16 C.F.R. § 1101.45(c).

purchasers of the Subject Products.” Amazon’s Proposed Plan at ¶ 2.c.i, Dkt. 148. Complaint Counsel proposes one clarification, however. Specifically, Complaint Counsel requests that “Amazon’s link to the CPSC press release on its ‘Recalls and Product Safety Alerts’ page be located under ‘Let Us Help You’ on the Amazon.com homepage” to “ensure the recall notice is posted in a ‘clear and conspicuous’ manner.” Compl. Counsel’s Statement of Disputed Issues at 7, Dkt. 150. The Commission declines to adopt this proposal. Amazon’s “Let Us Help You” section, which appears on the bottom right corner of the Amazon.com home page, contains links to various pages on Amazon.com, including the “Recalls and Product Safety Alerts” page. *See* Amazon.com, <https://www.amazon.com> (last visited Jan. 14, 2025). The “Recalls and Product Safety Alerts” page, in turn, contains links to recall announcements and other safety alerts. *See Recalls and Product Safety Alerts*, Amazon.com, https://www.amazon.com/product-safety-alerts?ref=footer_bsx_ypsa (last visited Jan. 15, 2025). In most cases, links to recall announcements should be on the landing page of a company’s website. 16 C.F.R. § 1115.26(b)(3). In this matter, however, the Commission believes that including separate links to the three recall releases in Amazon’s general customer help section could be potentially confusing. Consumers seeking recall information regarding the Subject Products can click on the “Recalls and Product Safety Alerts” link on the Amazon.com homepage and be directed to a separate webpage containing links to each recall release.

Finally, Complaint Counsel proposes that Amazon post the recall releases to Amazon.com on the date that the CPSC publishes the recall releases on its website. Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.c.i., Dkt. 150 (striking “or about” from “[o]n or about the date”). Amazon does not specifically dispute this proposal in its Reply. The Commission concludes that the recall releases appearing on Amazon’s and the CPSC’s websites

must be posted on the same date. Posting the recall information on Amazon’s and CPSC’s websites on the same day will ensure that consumers have multiple and consistent methods to obtain additional information immediately after the recalls are announced.

2. *Direct Notice*

Section 15(c)(1)(F) of the CPSA authorizes the Commission to order a firm to “mail notice to every person to whom the person required to give notice knows such product was delivered or sold.” 15 U.S.C. § 2064(c)(1)(F).

a. *Direct Notice by Email*

Amazon proposes to send one round of “Dear Valued Customer” email notice, using Appendices B-1 through B-3 attached to Amazon’s Proposed Plan, to original purchasers of the Subject Products within 10 days of publication of the recall releases. Amazon’s Proposed Plan at ¶ 2.b.i, Dkt. 148. Complaint Counsel objects to this proposal, asserting that because Amazon’s previous messages were insufficient and did not contain the requisite information to inform direct purchasers of the product hazards and available remedies, two rounds of email notice—one simultaneous to the recall announcement and one two weeks thereafter—are necessary. Compl. Counsel’s Statement of Disputed Issues at 10-11 and Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.b.ii, Dkt. 150.

The Commission typically requires two or more rounds of direct notice to inform purchasers about a recall. *See, e.g., Zen Magnets*, 2017 WL 11672449, at *43 (ordering direct notice via first-class mail and email). Here, as discussed in Section III.A.2.b, *infra*, the Commission is ordering Amazon to provide the recall information on each purchaser’s “Your Orders” page, which is itself a form of direct notice. Under these circumstances, the Commission concludes that only one round of “Dear Valued Customer” email notice (as shown in the notices

attached to this Order at Attachments B-1 to B-3, which are based on Appendices B-1 through B-3 attached to Amazon's Proposed Plan, but contain the modifications discussed herein), in conjunction with the notice on each purchaser's "Your Orders" page, is necessary to inform purchasers of the products' hazards.⁹

For the reasons discussed in Section III.A.1, *supra*, the Commission adopts Complaint Counsel's proposal that Amazon issue "Dear Valued Customer" email notices on the date the recall releases are published. Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 3.b.i, Dkt. 150 (replacing "within 10 days of the publication" with "on the day of the publication").

b. Direct Notice on Each Purchaser's "Your Orders" Page

Complaint Counsel proposes that Amazon, consistent with its current practice, "post notice of the recall for each original purchaser through a banner located on the top of their 'Your Orders' page, linking to their personalized 'Your Recalls and Product Safety Alerts' page, and keep that notice live and in the same prominent location on the 'Your Orders' page until clicked." Compl. Counsel's Statement of Disputed Issues at 6-8 and Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 3.c.iii, Dkt. 150. Amazon, however, maintains that a banner posted to a private page that is "accessible only to Amazon account holders" is not "analogous to the type of direct notice that the CPSC has authority to order as 'mail notice'" under Section 15(c)(1)(F) of the CPSA. Amazon's Reply at 9-11, Dkt. 151.

Amazon appears to argue that the only form of notice authorized under Section 15(c)(1)(F) of the CPSA is notice via U.S. mail or other mail delivery service. Under Amazon's theory, the Commission could not order a recalling firm to call purchasers about a recall, even if a telephone number is the only contact information the firm has for consumers. Neither the

⁹ In addition, as previously explained in the July 29 Decision and Order, Amazon already sent messages about the products (albeit with deficiencies) to direct purchasers. Dec. and Order at 52, Dkt. 142.

CPSA nor the Mandatory Recall Notices Rule supports this approach. Amazon’s argument ignores the requirement in Section 15(c)(1) that the Commission’s order “*shall specify the form*” of any required notice. 15 U.S.C. § 2064(c)(1) (emphasis added). As the Commission’s regulation at 16 C.F.R. § 1115.26(b)(2) explains, forms of direct recall notice include, but are not limited to, U.S. mail, electronic mail, and telephone calls. *See also* 16 C.F.R. § 1115.26(b)(1)(i) (listing website posting, text message, and RSS feed as other forms of notice). That is, the type of direct notice required under Section 15(c)(1)(F) of the CPSA should be based on the customer contact information that will enable a recalling firm to directly communicate with each purchaser. *See* 16 C.F.R. § 1115.26(b)(2) (“A direct recall notice should be used for each consumer for whom a firm has direct contact information...”).

The Commission’s regulation further states that “[i]n determining the form and content of a recall notice, the manner in which the product was advertised and marketed should be considered.” 16 C.F.R. § 1115.26(a)(3). Therefore, for products that are advertised or marketed on an e-commerce website and purchased through an individual consumer’s account on that website, the Commission concludes that a website posting to that purchaser’s account providing recall information is a complementary form of direct notice to consumers that is authorized under Section 15(c)(1)(F) of the CPSA and the Commission’s regulation at 16 C.F.R. § 1115.26(b).

In this matter, because the Subject Products were advertised or marketed on Amazon.com and purchased through consumers’ accounts on that website, the Commission orders Amazon to make the information regarding the recalls available on each purchaser’s “Your Orders” page in a manner that “prominently show[s] its importance.” 16 C.F.R. § 1115.26(b)(2); *see also* Amazon’s Reply at 19, Dkt. 151 (stating that Amazon will “make [the recall information] available to consumers on their private ‘Your Orders’ pages”). The Commission notes that

Amazon’s current practice of using a banner to communicate safety information to purchasers would meet the definition of “prominent” under the regulation. *See* Amazon’s Letter to Judge Patil at 3, Dkt. 103; Amazon’s Answering Br. at 21, Dkt. 128.

Finally, for the reasons discussed in Section III.A.1, *supra*, Amazon must post the recall information on each purchaser’s “Your Orders” page on the date that the CPSC publishes the recall releases on its website.

3. *Social Media Posts*

Amazon’s Proposed Plan does not include social media posts by Amazon. Complaint Counsel, on the other hand, proposes that Amazon post the social media notices attached to Complaint Counsel’s Redline of Amazon’s Proposed Plan at Appendix D on Amazon’s main Facebook, X (Twitter), and Instagram pages, as well on as its Facebook and X “AmazonHelp” accounts. Compl. Counsel’s Statement of Disputed Issues at 8-10 and Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.c.iv, Dkt. 150.

As discussed above, the CPSA grants the Commission express authority to specify the form and content of notices ordered pursuant to Section 15(c) and permits the Commission to order a distributor such as Amazon to provide notice on its website and through social media. 15 U.S.C. § 2064(c)(1)(D); *see also* 16 C.F.R. § 1115.26(b)(1) (listing various forms of recall notice, including website posting and “computer or . . . other electronic transmission or medium”). However, based on the record in this matter, the Commission declines to order social media posts.

4. *Notice to Fulfilled by Amazon Participants that Sold the Subject Products*

Amazon proposes to issue one round of notification using the notices attached to Amazon's Proposed Plan at Appendices C-1 to C-3 to the last known contact for those Fulfilled by Amazon participants that sold the Subject Products. Amazon's Proposed Plan at ¶ 2.d, Dkt. 148. Complaint Counsel objects, stating that Amazon should send two rounds of notice to those entities—one on the day the press release is published and another approximately two weeks later. Compl. Counsel's Statement of Disputed Issues at 11 and Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 3.d, Dkt. 150.

The Commission typically requires a recalling firm to provide at least two rounds of notice to parties in the distribution chain. *See, e.g., Zen Magnets*, 2017 WL 11672449, at *43 (ordering direct notice via first-class mail and email to each manufacturer, distributor, and retailer). Amazon, however, previously informed "all Third-Party Sellers of Commission notices regarding the Subject Products that Amazon received." Compl. Counsel's Resp. to Amazon's SUMF at ¶ 122, Dkt. 87. As a result, the Commission concludes that one round of notice to the Fulfilled by Amazon participants that sold the Subject Products (based on Appendices C-1 to C-3 attached to Amazon's Proposed Plan, but containing the modifications discussed herein, and as shown in Attachments C-1 to C-3 to this Order) is sufficient under the circumstances to adequately protect the public.

B. Content of Amazon's Notices

Amazon's proposed notices are attached to Amazon's Proposed Plan at Appendices A-1 through A-3 (recall alerts), B-1 through B-3 ("Dear Valued Customer" email notices), and C-1 through C-3 (Fulfilled by Amazon participant notices). Dkt. 148. Complaint Counsel proposes revisions to the content of these notices, which the Commission addresses below.

1. *Inclusion of the Word “Death”*

Amazon’s proposed recall alerts, “Dear Valued Customer” email notices, and Fulfilled by Amazon participant notices do not contain references to the fact that the Subject Products’ hazards can result in death. Amazon’s Proposed Plan at Appendices A-1 to C-3, Dkt. 148. Complaint Counsel asserts that a reference to death is necessary to ensure that consumers are aware of the “full scope of [the] hazards.” Compl. Counsel’s Statement of Disputed Issues at 11-12, Dkt. 150.

As the Commission has made clear, the statute authorizes the Commission to specify the form and content of notice required by a Commission order. In support of its effort to eliminate a reference to the risk of death, Amazon cites to the Commission’s Mandatory Recall Notices Rule, at 16 C.F.R. §§ 1115.23-29, noting that the regulation states that the notice should clearly and concisely state the risk of injury or death, supplying italics for the word “or” without explaining the purpose of the added emphasis. Amazon’s Reply at 22-24, Dkt. 151. To the extent that Amazon intends to suggest that this notice requirement is in the alternative – *i.e.*, requires stating either a risk of injury or death, but not both, the Commission rejects such a binary reading of the regulation. Clearly, both injury and death may be relevant in particular product recall scenarios.

Additionally, the regulation requires a description of the substantial product hazard regardless of whether an injury or death has already occurred. As the Commission explained:

A description of the substantial product hazard and a description of the associated injuries and deaths are separate categories of information presented on a recall notice . . . The information presented under substantial product hazard is a short, factual statement regarding the actual or potential harm, *i.e.*, choking, laceration, drowning, while the number and description of injuries reports actual injuries that have occurred. In some instances, for example, the risk of injury for choking may be present, but no reported injuries have occurred.

Guidelines and Requirements for Mandatory Recall Notices, Final Rule, 75 Fed. Reg. 3355, 3365 (Jan. 21, 2010); *see also* 16 C.F.R. §§ 1115.27(f) (stating substantial product hazard description must “enable consumers and other persons to readily identify and understand the risks and potential injuries or deaths associated with the product”), 1115.27(m) (requiring recall notice to include description and number of all incidents, injuries, and deaths associated with the product).

Further, the Commission emphasized that a recall notice “should motivate consumers to act on the recall for the sake of safety.” Guidelines and Requirements for Mandatory Recall Notices, Notice of Proposed Rulemaking, 74 Fed. Reg. 11883, 11884 (Mar. 20, 2009). To the extent that the notice contains information about the broadest scope of risk, including both injury and death—risks that are both undisputed here¹⁰—consumers will be so motivated. While CPSC staff may have negotiated or used alternative language in other, non-mandatory contexts, Amazon’s Reply at 23-24, Dkt. 151, that is of no consequence to the Commission’s determinations here.¹¹ In this matter, circumstances considered by the Commission warrant a comprehensive use of the elements in 16 C.F.R. § 1115.27, which expressly authorizes reference to the risk of death. If anything, here, the need to reach and motivate the general public, including consumers who were not original purchasers, favors a clear articulation of the relevant

¹⁰ Amazon does not dispute that the purpose of the flammability standards for children’s sleepwear garments “is to reduce the unreasonable risk of burn injuries and deaths from fire associated with” such products; properly functioning CO detectors are intended to alert consumers to the presence of CO gas, which “may cause severe injury, including tissue damage and death;” and the standards for hand-supported hair dryers had “been very effective in reducing deaths and electric shock injuries due to hair dryer immersion or contact with water.” Amazon’s Resp. to Compl. Counsel’s SUMF at ¶¶ 17, 40, 41, 53, Dkt. 92.

¹¹ Amazon correctly notes that the Commission may determine that one or more of the recall notice elements set forth in 16 C.F.R. §§ 1115.23-29 are not required. Amazon’s Reply at 23, Dkt. 151. Staff-negotiated recalls and product safety notices such as those identified by Amazon in its Notice of Supplemental Information, Dkt. 152, similarly can be tailored to specific circumstances.

risks. As secondhand purchasers will receive no direct notice of the hazards, a clear warning about the severity of the risks, including death, is more likely to catch their attention.

2. *Use of Tentative Language Regarding the Hair Dryers' Failures*

Amazon's proposed "Dear Valued Customer" email notice states that "[t]he recalled hair dryers may lack an immersion protection device." Amazon's Proposed Plan at Appendix B-3, Dkt. 148. Complaint Counsel proposes strengthening the hazard statement by replacing "may lack" with "lack."¹² Compl. Counsel's Redline of Amazon's Proposed Plan at Appendix B-3, Dkt. 150. The Commission agrees. As the Commission explained in the July 29 Decision and Order, Amazon's original messages to consumers "fail[ed] to state clearly that the products had indeed failed their respective tests, such that consumers may have continued to use the hazardous products because they were not adequately informed of the substantial risk of injury." Dec. and Order at 49-50, Dkt. 142.

3. *Additional Hazard Description Information for the CO Detectors*

Amazon's proposed recall release and "Dear Valued Customer" email notice describe the hazard presented by the CO detectors as follows: "The alarms may fail to alarm on time, posing a risk of exposure to hazardous levels of carbon monoxide." Amazon's Proposed Plan at Appendix A-2, Dkt. 148; *see also id.* at Appendix B-2, Dkt. 148 (containing similar language). Complaint Counsel proposes revising the hazard description to state: "The alarms can fail to alert consumers to the presence of a hazardous level of carbon monoxide, posing a risk of carbon monoxide poisoning or death. Carbon monoxide (CO) is an odorless, colorless, poisonous gas."¹³ *See, e.g.,*

¹² Complaint Counsel's proposal is consistent with the language in Amazon's proposed hair dryer recall release, which states that "[t]he recalled hair dryers lack an immersion protection device." Amazon's Proposed Plan at Appendix A-3, Dkt. 150.

¹³ Amazon's proposed notice to Fulfilled by Amazon participants is nearly identical to the hazard description that Complaint Counsel proposes. Amazon's notice states: "The recalled CO detectors can fail to alert consumers to the

Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendix A-2, Dkt. 150. As to “may” vs. “can,” the Commission believes these words have similar meanings and therefore declines to order this revision.

With the exception of the reference to “can fail,” the Commission agrees with the remaining revisions that Complaint Counsel proposes for the CO detectors hazard description in the recall release and “Dear Valued Customer” email notice.¹⁴ Consistent with the Commission’s regulation, these modifications provide additional safety information to consumers regarding the characteristics of carbon monoxide (*i.e.*, “odorless, colorless, poisonous gas”) and the consequences of exposure to high levels of this gas (*i.e.*, “carbon monoxide poisoning or death”). *See* 16 C.F.R. § 1115.27(f) (“The description must also enable consumers and other persons to readily identify and understand the risks and potential injuries or deaths associated with the product conditions and circumstances giving rise to the recall.”).

4. *Identification of the “Sellers” and “Brands” of the Subject Products*

While Amazon includes a “Sellers” field in the Subject Product children’s sleepwear garment and CO detector recall releases, Amazon’s Proposed Plan at Appendices A-1 and A-2, Dkt. 148, Complaint Counsel deletes this field. Compl. Counsel’s Statement of Disputed Issues at 12 and Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1 and A-2, Dkt. 150. Similarly, for the Subject Product hair dryer recall release and direct notice, Complaint Counsel replaces the “Seller/Manufacturer” field heading with “Brand.” Compl. Counsel’s

presence of a hazardous level of carbon monoxide, posing a risk of exposure to carbon monoxide. Carbon monoxide (‘CO’) is an odorless, colorless, poisonous gas.” Amazon’s Proposed Plan at Appendix C-2, Dkt. 148.

¹⁴ The Commission also agrees with the revisions that Complaint Counsel proposes for the CO detectors hazard description in Amazon’s notice to Fulfilled by Amazon participants. *See* Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendix C-2, Dkt. 150. The revised hazard description shall state: “The recalled CO detectors can fail to alert consumers to the presence of a hazardous level of carbon monoxide, posing a risk of carbon monoxide poisoning or death. Carbon monoxide (“CO”) is an odorless, colorless, poisonous gas.”

Redline of Amazon’s Proposed Plan at Appendices A-3, B-3, Dkt. 150.

The additional information listed in the “Sellers” and “Seller/Manufacturer” fields may assist consumers in determining whether they have a recalled product. For this reason, the Commission declines to adopt Complaint Counsel’s proposal to delete the “Sellers” field. However, the Commission replaces the “Sellers” and “Seller/Manufacturer” field headings with “Products Subject to this Recall” and inserts additional product information designed to assist consumers in identifying the recalled products.¹⁵

5. *Identification of Amazon as the “Distributor” of the Subject Products and the Entity Responsible for Conducting the Recall*

While Amazon’s draft recall releases do not state that it is the “distributor” of the Subject Products, Amazon’s Proposed Plan at Appendices A-1 to A-3, Dkt. 148, Complaint Counsel proposes identifying Amazon (1) in the body of the notices as the “distributor” and (2) in the headlines as the entity responsible for conducting the recalls. Compl. Counsel’s Statement of Disputed Issues at 12-13, Dkt. 150; *see also* Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1 to A-3, Dkt. 150 (revising notice headings to state “Amazon recalls [product category] Sold on Amazon.com”). Amazon continues to dispute the Commission’s determination that Amazon was a distributor of the Subject Products. Amazon’s Reply at 1, Dkt. 151.

In its July 29 Decision and Order, the Commission found that Amazon “acted as a distributor under the CPSA, 15 U.S.C. § 2052(a)(8), when it received, stored, and delivered the Subject Products through its Fulfilled by Amazon program.” Dec. and Order at 72, Dkt. 142. Therefore, consistent with 16 C.F.R. § 1115.27(g), which requires a recall notice to “identify the

¹⁵ The Commission also declines to include the reference to “Third-Party Sellers” in the headline in Attachment A-3 and in the third paragraph of Attachment B-1 of Amazon’s Proposed Plan. Dkt. 148.

firm conducting the recall” and “state whether the recalling firm is a ...distributor,” the Commission determines that the recall releases must identify Amazon as the recalling firm and distributor of the Subject Products.

6. Contact Details for Consumers to Obtain Recall Information

While Amazon’s proposed recall releases and direct notices include a placeholder for contact information, Amazon’s Proposed Plan at Appendices A-1 to B-3, Dkt. 148, Complaint Counsel argues that Amazon must provide specific details regarding the method for consumers to contact Amazon about the recall, including a toll-free number staffed by people familiar with the recall that is open during regular business hours as well as an email address. Compl. Counsel’s Statement of Disputed Issues at 13 and Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.e, Dkt. 150. Amazon maintains that there is no statutory or regulatory requirement to include these specific details now and that it is still evaluating whether to use a toll-free telephone number or an Internet-based approach. Amazon’s Reply at 26, Dkt. 151.

Section 15(i)(2)(H)(iii) of the CPSA requires recall notices to provide “any information a consumer needs in order to obtain a remedy or information about a remedy, such as mailing addresses, telephone numbers, fax numbers, and email addresses.” 15 U.S.C.

§ 2064(i)(2)(H)(iii). The Commission’s regulation further explains that a recall notice must contain information including, but not limited to, “contact information (such as name, address, telephone and facsimile numbers, e-mail address, and website address); whether telephone calls will be toll-free or collect; and telephone number days and hours of operation including time zone.” 16 C.F.R. § 1115.27(n)(3). Pursuant to these statutory and regulatory requirements, the Commission determines that the recall releases and direct notices must contain a toll-free number that is open during regular business hours and staffed by individuals knowledgeable about the

recall. *See* 15 U.S.C. § 2064(e)(1) (prohibiting a recalling firm from charging consumers who seek a remedy in connection with a section 15(d) order). In addition, the notices must contain either an email address or website URL for consumers to be able to respond and obtain the remedy. *See generally* 16 C.F.R. § 1115.26(a)(1) (“A recall notice should provide sufficient information and motivation for consumers and other persons . . . to respond and take the stated action.”).

7. *Statement that the “Third-Party Sellers” Have Not Been Responsive*

Amazon’s proposed recall releases and “Dear Valued Customer” email notices for the children’s sleepwear garment and CO detector contain the following statement, which Complaint Counsel deletes as unnecessary: “The Third-Party Sellers of these products have not responded to the CPSC and have been uncooperative in the implementation of this recall.”¹⁶ Amazon’s Proposed Plan at Appendices A-1 to A-2, B-1 to B-2, Dkt. 148; Compl. Counsel’s Statement of Disputed Issues at 12 and Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1 to A-2, B-1 to B-2, Dkt. 150. The Commission agrees with Complaint Counsel that this statement should not be included because Amazon is responsible for the recall as a distributor. Indeed, as indicated in the July 29 Decision and Order, the Commission found that Amazon distributed the Subject Products and, as a result, must issue full refunds conditioned upon return or proof of destruction or, for the CO detectors, replacement products upon return. Dec. and Order at 72-73, Dkt 142. In addition, the sentence Amazon seeks to add would not provide information that would assist consumers in identifying the recalled product, explain the nature or risk of the hazard, or otherwise facilitate the efficacy of the recall.

¹⁶ Complaint Counsel deletes, for the same reason, the following statement from the hair dryer recall release and “Dear Valued Customer” email notice: “The CPSC has not contacted the Third-Party Sellers for assistance in the implementation of this recall.” Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-3, B-3, Dkt. 150.

8. Discussion of Amazon's Previous Actions

Amazon's proposed recall alerts state:

Amazon previously issued a safety notice to all consumers who purchased this product. The prior notice requested that consumers stop using and dispose of the product, and to inform anyone to whom the consumer may have given the product to stop using and dispose of the product. Amazon has already provided purchasers of the product with a full refund.

Amazon's Proposed Plan at Appendices A-1 to A-3, Dkt. 148. According to Amazon, referring to its previous message and actions is consistent with CPSC recall announcements that have referenced prior recall notifications, "[p]erhaps in recognition of the fact that refreshing a consumer's recollection regarding a prior notice might help a consumer identify the relevant product..." Amazon's Reply at 25, Dkt. 151.

With respect to the recall releases, the Commission disagrees. These notices, which will appear on both Amazon's and the CPSC's websites, are not directed solely to the original purchasers, but instead are intended to reach those consumers who obtained the Subject Products as gifts, hand-me-downs, donations, or on the secondary market. *See* Dec. and Order at 47, Dkt. 142 ("The Commission agrees with the ALJ's conclusion that *notice is necessary to reach beyond Amazon's initial purchasers*") (emphasis added). Because these consumers did not receive Amazon's initial messages, references to Amazon's previous actions (including receipt of an Amazon credit) are not relevant to this population and could cause confusion. For example, this information could cause consumers to mistakenly conclude that they are not subject to the recall if they did not receive the original communication. *See* 16 C.F.R. § 1115.26(a)(1) ("A recall notice should provide sufficient information . . . for consumers and other persons to identify the product . . . and to respond and take the stated action."). Accordingly, the Commission declines to adopt those portions of Amazon's proposal noted above.

In contrast, Amazon’s “Dear Valued Customer” email notices will be sent to the original purchasers. Amazon’s proposed notices state:

You previously received a voluntary safety notice and full refund from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product.

Amazon’s Proposed Plan at Appendices B-1 to B-3, Dkt. 148. The Commission agrees with Amazon that reference in these notices to Amazon’s previous message is warranted because it could assist initial purchasers in determining whether they have a recalled product and deciding whether to take action.

The Commission, however, orders certain modifications to the above statement to ensure accuracy and consistency with the Commission’s findings in the July 29 Decision and Order. First, to reflect that some of these purchasers may not have received Amazon’s message, the Commission orders replacement of the statement, “You previously received a voluntary safety notice” with “You may have previously received a voluntary safety notice.” Second, the Commission declines to include reference to “full refund” and, instead, inserts “credit.” As discussed in the July 29 Decision and Order, the Commission found that Amazon did not provide refunds within the meaning of Section 15(d) of the CPSA when it credited purchasers’ Amazon.com accounts. Dec. and Order at 14, n. 15, Dkt. 142. Third, the Commission inserts the following clarifying statement immediately after the reference to the credit: “You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of destruction.”^{17,18} This additional sentence advises purchasers that even if they received a

¹⁷ For the CO detector “Dear Valued Customer” email notice, the notice shall state: “You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of disposal.”

¹⁸ The July 29 Decision and Order contemplated that refunds would be conditioned on consumers either returning

credit from Amazon, they are still entitled to a full refund. Incorporating these revisions, the revised section in the children’s sleepwear garment and hair dryer “Dear Valued Customer” email notices states:

You may have previously received a voluntary safety notice and credit from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product. **You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of destruction.**¹⁹

Finally, the Commission agrees with Complaint Counsel’s proposal to replace “further refund” with “full refund” in Amazon’s description of the actions a consumer must take to obtain the refund.²⁰ See Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1 to A-3, B-2 to B-3, Dkt. 150. As discussed above, Amazon did not provide refunds within the meaning of Section 15(d) of the CPSA.

9. Instructions for Obtaining the Refund

While Amazon’s proposed recall releases state “Refund” in the first “Remedy” field and provide instructions for obtaining the refund in the second “Remedy” field, Amazon’s Proposed Plan at Appendices A-1 to A-3, Dkt, 148, Complaint Counsel inserts additional remedy instructions in the first “Remedy” field or the “Hazard” field of the recall releases. Compl.

the product or providing proof of destruction or, for the CO detectors, replacements may be issued upon product return. Dec. and Order at 56, Dkt. 142. Amazon’s Proposed Plan requires photographic proof of destruction (for the Subject Product children’s sleepwear garments and hair dryers) or disposal (for the Subject Product CO detectors) but does not provide an option for product return. Amazon’s Proposed Plan at ¶ 3, Dkt. 148.

¹⁹ The CO detector “Dear Valued Customer” email notice shall state: “You may have previously received a voluntary safety notice and credit from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product. **You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of disposal.**”

²⁰ This revision is consistent with the language in Amazon’s proposed children’s sleepwear “Dear Valued Customer” email notice, which does not include “further refund.” Amazon’s Proposed Plan at Appendix B-1, Dkt. 148.

Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1 to A-3, Dkt. 150. The Commission declines to accept Complaint Counsel’s revisions to the placement of the remedy information. The first “Remedy” field must state only “Refund.” The second “Remedy” field must provide detailed instructions for how consumers can obtain the refund.

Apart from the placement, the instructions for obtaining the refund proposed by both Amazon and Complaint Counsel are nearly identical. *See id.* at Appendices A-1 to A-3, Dkt. 150; *see also id.* at Appendices B-1 to B-3, Dkt. 150 (providing similar refund instructions in the “Dear Valued Customer” email notices). For clarity, the Commission specifies the remedy instructions for each product as follows:²¹

- For the children’s sleepwear garment recall release, the second “Remedy” field must state: “Consumers should immediately take the recalled children’s sleepwear away from children, stop using it, and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a full refund, consumers should destroy the children’s sleepwear by cutting it in half vertically and horizontally and provide photographic proof of the destruction to Amazon. Amazon is contacting all known purchasers directly.”²²

²¹ The remedy paragraphs in the “Dear Valued Customer” email notices must state the following:

- For the children’s sleepwear garment: “If you still have any of these products in your household, please immediately take the recalled children’s sleepwear away from children, stop using it, and contact Amazon for a refund. To receive a full refund, you should destroy the children’s sleepwear by cutting it in half vertically and horizontally, then provide photographic proof of the destruction to Amazon at [mode of contact to be added prior to recall notice publication].”
- For the CO detector: “If you still have any of these products in your household, please immediately stop using them. To receive a full refund, consumers should write ‘RECALLED’ in ink on the detectors and provide photographic proof of disposal of the marked product to Amazon at [mode of contact to be added prior to recall notice publication].”
- For the hair dryer: “If you still have any of these products in your household, please immediately stop using them. To receive a full refund, consumers should cut the cord of the hair dryer and provide photographic proof of the destruction to Amazon at [mode of contact to be added prior to recall notice publication].”

²² The Commission agrees with Complaint Counsel’s proposal to insert in the children’s sleepwear garment recall release and “Dear Valued Customer” email notice a statement that consumers should immediately take the recalled products away from children. Compl. Counsel’s Redline of Amazon’s Proposed Plan at Appendices A-1, B-1, Dkt. 150. Specifically informing consumers of the importance of taking the products away from children will help to enhance safety.

- For the CO detector recall release, the second “Remedy” field must state: “Consumers should stop using the CO detectors immediately and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a full refund, consumers should write ‘RECALLED’ in ink on the detectors and provide photographic proof of disposal of the marked product to Amazon. Amazon is contacting all known purchasers directly.”
- For the hair dryer recall release, the second “Remedy” field must state: “Consumers should stop using the hand-held combination hair dryers immediately and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a full refund, consumers should destroy the hair dryers by cutting the cord of the hair dryer and provide photographic proof of the destruction to Amazon. Amazon is contacting all known purchasers directly.”²³

C. Duration of Notice

Amazon’s Proposed Plan is silent regarding the length of time the recall releases must appear on its website. Amazon’s Proposed Plan, Dkt. 148. Complaint Counsel proposes, and Amazon does not specifically dispute in its Reply, Dkt. 151, that the Commission should order Amazon to maintain the recall releases on its “Recalls and Product Safety Alerts” page for a minimum of five years. Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 3.c.v, Dkt. 150. The Commission concludes that five years is a reasonable period for Amazon to continue to maintain on its website critical product safety information.

IV. Amazon’s Proposed Action Plan

In its July 29 Decision and Order, the Commission found that it is in the public interest to require Amazon to take remedial actions under Section 15(d) of the CPSA to incentivize the removal of the Subject Products from consumers’ homes. Dec. and Order at 58, 72, Dkt. 142.

²³ In summary, Amazon’s recall releases and “Dear Valued Customer” email notices shall include the following information: (1) a description of the product, including the names by which the product is commonly known and photograph of the product; (2) a description of the action being taken with respect to the product; (3) the number of product units; (4) a description of the substantial product hazard and the reasons for the action; (5) the dates between which the products were sold; (6) a description of any remedy available to a consumer, any action a consumer must take to obtain the remedy, and contact information for a consumer to obtain the remedy or information about the remedy; and (7) the word “recall” in the heading and text. 15 U.S.C. § 2064(i)(2); 16 C.F.R. § 1115.27(a). The Commission declines to order the other elements specified in Section 15(i)(2) of the CPSA.

The Commission therefore ordered Amazon to propose an Action Plan that would address the risk not only to the consumers who purchased the Subject Products on Amazon.com but also to those consumers who received a Subject Product as a gift, or who purchased it on a secondary market,²⁴ specifying that the Action Plan provide full refunds (or replacement products, for the CO detectors) to consumers who return the hazardous product or provide proof of its destruction to Amazon. *Id.* at 54-58, 73, Dkt. 142.

Amazon's Proposed Plan specifies that Amazon will issue full refunds based on proof of destruction or disposal and specifies the manner in which consumers should effect the destruction or disposal. Amazon's Proposed Plan at ¶ 3.a.i-ii, b.i-ii, c.i-ii, Dkt. 148. The plan also proposes a one-year monitoring program. *Id.* at ¶ 4.a, Dkt. 148. Below, the Commission addresses modifications to Amazon's proposal that it determines are in the public interest.²⁵

A. Consumers Eligible for Refunds

Amazon's Proposed Action Plan states that only *purchasers* of the CO detectors and hair dryers are eligible to receive a refund ("Amazon will issue purchasers full refunds," Amazon's Proposed Plan at ¶ 3.b.i, c.i, Dkt. 148), though such a restriction was not included for the children's sleepwear garments ("Amazon will issue full refunds contingent on destruction of the product," *id.* at ¶ 3.a.i, Dkt. 148). Complaint Counsel recommends that the refunds be available to all consumers in possession of the CO detectors and hair dryers, as well as the children's

²⁴ The ALJ had also noted that "the record does not provide any indication of how many original purchasers read Amazon's unilateral email, and thus, how many Subject Products are at risk of being disseminated to other potential victims." May 2023 Order at 36, Dkt. 109.

²⁵ In addition to reserving all of its objections from its prior briefing and Proposed Notification and Action Plan, Amazon specifically calls out two disputed issues with regard to the Action Plan and Section 15(d) remedies: the Commission's authority to require "duplicative refunds" and the Commission's authority to condition a refund on product return or proof of destruction. *See* Amazon's Reply at 32-34, Dkt. 151. The Commission addresses the duplicative refund issue in Section V.B, *infra*. The Commission addresses the argument about conditioned refunds in Section IV.B, *infra*.

sleepwear garments, not just the original purchasers. Compl. Counsel’s Redline of Amazon’s Proposed Plan at ¶ 4.b.i, c.i, Dkt. 150. The Commission agrees with Complaint Counsel and affirms that *any consumer* submitting evidence of destruction (or disposal for the CO detectors) of a Subject Product to Amazon, whether or not they are an Amazon customer or the original purchaser, will be eligible for the refund from Amazon upon the consumer’s fulfillment of the specified conditions. This broad eligibility is required to achieve the Commission’s goal of reducing the risk of harm to the public, 15 U.S.C. § 2051(b)(1), by removing the products from the possession of all consumers, regardless of whether they were the original purchasers.

B. Conditions for Obtaining a Refund

Amazon does not dispute that the Commission has the authority to order firms to issue refunds to consumers who purchased products determined to be substantial product hazards.²⁶ Instead, Amazon argues that the Commission “lacks statutory authority to order firms to make refunds contingent on proof of product destruction or return.” Amazon’s Reply at 33, Dkt. 151. However, the Commission fully addressed Amazon’s argument regarding conditioned refunds in the July 29 Decision and Order after following the process prescribed in Section 15 of the CPSA, including a hearing in accordance with the Administrative Procedure Act. The Commission determined that it is in the public interest for additional action to be taken to incentivize consumers to remove or destroy any Subject Products remaining in their possession and that conditioning remedies is “authorized by the CPSA, consistent with Commission policy and practice, and in the public interest because it prevents continuing consumer harm.” Dec. and

²⁶ At the Oral Argument on December 14, 2023, Amazon’s attorney, in the context of arguing that the Commission cannot require a conditioned refund, stated: “It’s abundantly clear that the plain terms of Section 15(d), which is the remedy part of the Consumer Product Safety Act, provides for a refund of the purchase price ...” and that “there are only three remedies known as -- colloquially as the three Rs: repair, replace, refund.” Transcript of Oral Argument at 11-12, In the Matter of Amazon.com, Inc. (Dec. 14, 2023) (CPSC Dkt. No. 21-2).

Order at 58, Dkt. 142; *see also id.* at 56-58, Dkt. 142. The July 29 Decision and Order required Amazon to provide refunds to consumers upon return or proof of destruction of a Subject Product.

Amazon's Proposed Action Plan requires consumers to provide photographic proof of destruction or disposal in order to receive a refund and specifies the manner in which each Subject Product must be destroyed. Amazon's Proposed Plan at ¶¶ 3.a.ii, b.ii, c.ii, Dkt. 148 (the children's sleepwear must be "cut ... in half vertically and horizontally;" consumers must "write 'RECALLED' in ink on the detectors and dispose of the product;" and consumers must "cut the cord of the hair dryer"). Amazon's plan does not offer consumers the option to return the product, and Complaint Counsel does not propose an alternative to this part of Amazon's plan. Though offering consumers this option would be appropriate in other circumstances, the Commission finds that this portion of Amazon's Action Plan adequately incentivizes consumers to destroy the product by offering them a refund without incurring any expense to themselves. Therefore, the Commission finds this portion of Amazon's proposal sufficient under Section 15(d)(2) and (e)(1) of the CPSA, 15 U.S.C. § 2064(d)(2), (e)(1).²⁷

C. Monthly Progress Reports and Records Maintenance

In its July 29 Decision and Order, the Commission set aside the ALJ's order regarding reporting and records and asked Amazon to address these issues in its Action Plan. Dec. and Order at 59, Dkt. 142. In response, Amazon proposes reporting to CPSC each month for one year on the following measures: (1) the number of consumers notified about the Subject Products; (2)

²⁷ Although it does not object to Amazon conditioning the refund solely on proof of destruction, Complaint Counsel recommends that Amazon implement a "reverse logistics program" to address what Amazon must do with any returned products. *See* Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 4.d, Dkt. 150. Because the Commission is allowing Amazon to condition refunds on proof of destruction or disposal alone, the Commission sees no need to prescribe a reverse logistics program in this matter. In a recall where the return of products is required, a reverse logistics program or similar process would be necessary and prescribed.

the number of consumers who contacted Amazon about the Subject Products; and (3) the number of consumers who received a refund based on proof of destruction or disposal. Amazon's Proposed Plan at ¶ 4, Dkt. 148. Amazon's Proposed Plan does not include a requirement that it keep records regarding the recall for any period of time.

Complaint Counsel proposes a more robust monitoring and reporting program, requiring Amazon to submit progress reports and retain records for five years, with the option of Commission staff terminating the requirements sooner. Compl. Counsel's Redline of Amazon's Proposed Plan at ¶¶ 5, 6, Dkt. 150. Complaint Counsel further proposes six additional reporting measures. *Id.* at ¶ 5, Dkt. 150 (the number of Subject Products destroyed by Amazon, along with proof of destruction; the number of incidents related to the Subject Products reported to Amazon; the number of website hits received by Amazon on each notice it posts; the number of times Amazon posted the recall notice on its social media platforms; and whether Amazon located any additional units of the Subject Products for sale on other platforms, including, but not limited to, online re-sale, auction, and wholesale websites). In response to Complaint Counsel, Amazon states that these additional metrics are not grounded in statute, regulation, or agency policy or practice. *See* Amazon's Reply at 27-29, Dkt. 151.

Contrary to Amazon's claims, the Commission has clear statutory authority to monitor the effectiveness of recalls that it orders, and it must do so in this matter, as there is no evidence regarding how many of the original 418,818 Subject Products are still in consumers' possession.²⁸ Indeed, Section 15(d) of the CPSA requires the Commission to monitor whether an approved action plan is "effective or appropriate under the circumstances," 15 U.S.C.

²⁸ *See* Dec. and Order at 55, Dkt. 142 ("Amazon made 'no effort ... to track what number, if any, of each Subject Product was actually disposed' and consumers were not required 'to take an action to remove any Subject Product from the marketplace before receiving a refund'") (quoting May 2023 Order at 40, Dkt. 109)).

§ 2064(d)(3)(B), and provides for further Commission action if a manufacturer, retailer, or distributor has “failed to comply substantially with its obligations under its action plan.” 15 U.S.C. § 2064(d)(3)(C). Further, agency practice has been to require Monthly Progress Reports and recordkeeping as part of a mandatory recall. *See, e.g., Zen Magnets*, 2017 WL 11672451, at *14 (“[T]he Commission approves an Action Plan requiring that Respondent shall submit monthly progress reports to the Office of Compliance;” “[T]he Commission approves an Action Plan requiring that Respondent shall maintain all records relating to the Action Plan for a period of 5 years.”).

In addition, Section 16(b) of the CPSA requires that “[e]very person who is a manufacturer, private labeler, or distributor of a consumer product shall establish and maintain such records, make such reports, and provide such information as the Commission may, by rule, reasonably require . . . to determine compliance with rules or orders prescribed under” the CPSA. 15 U.S.C. § 2065(b). The Commission implemented this requirement through notice and comment rulemaking in 16 C.F.R. part 1118, Investigations, Inspections and Inquiries Under the Consumer Product Safety Act, 44 Fed. Reg. 34929 (1979), which allows the Commission to conduct investigations “to obtain information for implementing, enforcing, or determining compliance with the Consumer Product Safety Act and the regulations, rules, and orders issued under the Act.” 16 C.F.R. § 1118.1(a)(4). Therefore, should the Commission need to investigate Amazon’s compliance with this Order, Amazon will be expected to demonstrate compliance through documents it has maintained or otherwise, or risk further violation of the CPSA, subject to civil penalties. *See* 15 U.S.C. § 2068(a)(3) (stating that it is unlawful for any person to “fail or refuse to establish or maintain records, or fail or refuse to make reports or provide information . . . as required under this Act or rule thereunder”).

Accordingly, to fulfill its statutory responsibility to monitor that Amazon is executing its approved plan effectively in this matter, the Commission orders Amazon to submit Monthly Progress Reports tailored to the remedies required in this Decision and Order, using the electronic portal identified by Complaint Counsel, Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 5, Dkt. 150, on the following measures:

1. The number of consumers notified about the Subject Products during the reporting dates.
2. The number of consumers who contacted Amazon about the Subject Products during the reporting dates.
3. The number of consumers who received a refund²⁹ based on proof of destruction or disposal during the reporting dates.
4. The number of incidents, injuries, and deaths related to the Subject Products reported to Amazon during the reporting dates.
5. For each Subject Product, the number of website hits or views during the reporting period, for both the "Recalls and Product Safety Alerts" webpage on Amazon.com and purchasers' "Your Orders" pages.³⁰

The Commission also orders Amazon to maintain its records for five years. However, Amazon may submit a request to the Commission for earlier closure of either or both of these processes based on a showing that the recall has been effectively implemented and conducted.

V. Amazon's Constitutional Challenges to the Remedies Ordered Under Section 15(c) and (d) of the CPSA

In the July 29 Decision and Order, the Commission determined that Amazon's Free Speech and Takings arguments were not ripe because the Commission had not issued its final

²⁹ Amazon's Proposed Plan calls this a "second refund." Amazon's Proposed Plan at ¶ 4.ii, Dkt. 148. For the reasons stated in the July 29 Decision and Order, the Commission does not accept Amazon's characterization of the refund. *See* Dec. and Order at 14, n. 15, Dkt. 142.

³⁰ Amazon claims that this metric is unnecessary and "unduly burdensome and unsupported by substantial evidence that such measure[] serve[s] the public interest." Amazon's Reply at 28, Dkt. 151. However, the Commission believes that this measure (which amends what Complaint Counsel proposed, *see* Compl. Counsel's Redline of Amazon's Proposed Plan at ¶ 5, Dkt. 150), is important for determining the effectiveness of Amazon's notices in reaching both the public and direct purchasers.

Order on the Proposed Notification Plan and Proposed Action Plan. Dec. and Order at 60-61, Dkt. 142. Having resolved the elements of Amazon’s plans in this Decision and Order, the Commission now considers Amazon’s constitutional claims.

A. Ordering Section 15(c) Notification Does Not Unlawfully Compel Amazon’s Speech in Violation of the First Amendment

Amazon asserts that a Commission order requiring it to post to Amazon.com recall releases, provide recall information on purchasers’ “Your Orders” pages, and send one round of “Dear Valued Customer” email notice using specified language would unlawfully compel speech in violation of the First Amendment.^{31,32} Amazon’s Appeal Br. at 63-66, Dkt. 127; Amazon’s Resp. to Dec. and Order at 2, Dkt. 148; Amazon’s Reply at 2, Dkt. 151.

The First Amendment protects commercial speech,³³ but the protection it affords is “somewhat less extensive than that afforded ‘noncommercial speech.’” *Zauderer v. Office of Disciplinary Counsel*, 471 U.S. 626, 637 (1985) (citations omitted). And, within the class of regulations affecting commercial speech, there are “material differences between disclosure requirements and outright prohibitions on speech.” *Id.* at 650; *see also id.* at 651 n.14 (“First Amendment interests implicated by disclosure requirements are substantially weaker than those at stake when speech is actually suppressed.”).

³¹ Amazon’s argument that a Commission order requiring it to post notices on Amazon’s social media accounts violates the First Amendment is moot. As discussed in Section III.A.3, *supra*, the Commission is not ordering such posts.

³² During oral argument, Amazon’s counsel “stress[ed]” that Amazon was asserting a “narrow First Amendment defense” to Complaint Counsel’s request for Section 15(c) notice. Transcript of Oral Argument at 19, 33, In the Matter of Amazon.com, Inc. (Dec. 14, 2023) (CPSC. Dkt. No. 21-2) (confirming that Amazon “would not be making the First Amendment argument” if it had not provided the earlier notice).

³³ Commercial speech is “expression related solely to the economic interests of the speaker and its audience” or “speech proposing a commercial transaction.” *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm’n*, 447 U.S. 557, 561-62 (1980). The parties do not dispute that the speech at issue here is commercial. Transcript of Oral Argument at 112, 164, In the Matter of Amazon.com, Inc. (March 28, 2023) (CPSC Dkt. No. 21-2).

Amazon maintains that the intermediate scrutiny test announced by the Supreme Court in *Central Hudson Gas & Electric Corporation v. Public Service Commission of New York*, 447 U.S. 557 (1980), applies here because the speech at issue is commercial. *See* Amazon’s Appeal Br. at 64, Dkt. 127. *Central Hudson* involved a challenge to a state regulation banning promotional advertising by an electrical utility. 447 U.S. at 558. In striking down the ban, the Supreme Court held that under the First Amendment, speech may be suppressed if (1) the government’s interest is “substantial;” (2) the regulation “directly advances” that interest; and (3) the regulation is “not more extensive than is necessary to serve that interest.” *Id.* at 566.

Here, the Commission is not suppressing Amazon’s speech, but rather is requiring Amazon to make certain disclosures. For these reasons, the Commission believes that the rational basis standard announced in *Zauderer* applies to the required disclosures under Section 15(c) of the CPSA. *See also* May 2023 Order at 33-35, Dkt. 109 (applying *Zauderer*). In *Zauderer*, the Supreme Court upheld a state bar rule requiring lawyers who advertise their services on a contingency basis to disclose that clients might be required to pay some fees and costs. 471 U.S. at 650-53. The Supreme Court determined that compelled disclosure of such “purely factual and uncontroversial” information is permissible if it is “reasonably related to the State’s interest in preventing deception of consumers” and not “unduly burdensome.” *Id.* at 651; *see also Nat’l Inst. of Fam. & Life Advoc. v. Becerra (NIFLA)*, 588 U.S. 755, 768 (2018) (describing *Zauderer* as an “example” of how “[the] Court’s precedents have applied a lower level of scrutiny to laws that compel disclosures in certain contexts”).

Courts have applied *Zauderer*’s standard beyond misleading advertisements and consumer deception, to compelled disclosures implicating other substantial government interests, including public health and safety. *See, e.g., Maryland Shall Issue, Inc. v. Anne Arundel County*

Maryland, 91 F.4th 238 (4th Cir. 2024) (upholding ordinance requiring firearms and ammunition retailers to display, and to distribute to customers purchasing guns or ammunition, information regarding suicide prevention), *cert. denied*, 2024 WL 4426600 (2024); *CTIA – The Wireless Ass’n v. City of Berkeley*, 928 F.3d 832 (9th Cir. 2019) (holding that ordinance requiring cell phone retailers to inform prospective purchasers about Federal Communications Commission radio-frequency radiation guidelines did not violate the First Amendment), *cert. denied*, 140 S.Ct. 658 (2019); *American Meat Inst. v. U.S. Dep’t of Agric. (AMI)*, 760 F.3d 18 (D.C. Cir. 2014) (en banc) (upholding country-of-origin disclosure requirements on meat products); *National Elec. Mfrs. Ass’n v. Sorrell*, 272 F.3d 104 (2d Cir. 2001) (upholding state statute requiring manufacturers to label their products and packaging to inform consumers that the products contained mercury and should be recycled or disposed of as hazardous waste).

Contrary to this case law, Amazon contends that “‘*Zauderer* is confined to advertising,’ and does not apply to ‘compelled disclosures that are unconnected to advertising or product labeling at the point of sale.’” Amazon’s Appeal Br. at 64, Dkt. 127 (citing *Nat’l Ass’n of Mfrs. v. SEC*, 800 F.3d 518, 522 (D.C. Cir. 2015)). But there is no principled reason to treat mandatory disclosures at the time of a product’s sale differently from similar disclosures later in the product’s life. Whether such notification is required directly on the product, at the point of sale, or on a website after the sale, the government is providing consumers with the type of factual and safety-related information “long considered permissible.” *See generally NIFLA*, 588 U.S. at 775 (“[W]e do not question the legality of health and safety warnings long considered permissible, or purely factual and uncontroversial disclosures about commercial products.”); *AMI*, 760 F.3d at 26 (“The self-evident tendency of a disclosure mandate to assure that recipients get the mandated information may in part explain why, where that is the goal, many such mandates [about product

attributes] have persisted for decades without anyone questioning their constitutionality,” including fiber content disclosures, care instructions for clothing items, and ingredient lists).

As discussed below, however, regardless of whether *Zauderer* or *Central Hudson* applies, the Commission’s Order requiring Amazon to provide purchasers and the public with factual and uncontroversial public health and safety information by (1) posting to Amazon.com recall releases containing this information, (2) providing this information on each purchaser’s “Your Orders” page in a manner that is prominent, and (3) incorporating this information in one round of “Dear Valued Customer” email notice to purchasers, is consistent with the First Amendment.

1. *Requiring Amazon to Notify Consumers and the Public with Purely Factual and Uncontroversial Information Regarding the Subject Products Is Constitutional Under Zauderer*

The required disclosures here are purely factual and uncontroversial. First, pursuant to Section 15(i)(2) of the CPSA, the information required to appear in the recall releases and “Dear Valued Customer” email notices includes a description of the product, including product name and photograph; dates of sale; and number of units at issue. 15 U.S.C. § 2064(i)(2).³⁴ It also includes descriptions of the substantial product hazard,³⁵ the action being taken, and any remedies available to the consumer and action the consumer must take to obtain the remedy. *Id.* When a statute mandates disclosure of “particular factual information” about a company’s product, the company’s constitutional interest in not providing such information is “minimal.” *Zauderer*, 471 U.S. at 651.

Second, regarding whether the information in the required notices is “controversial,”

³⁴ Amazon must also provide this information on purchasers’ “Your Orders” page in a prominent manner. *See* Section III.A.2.b, *supra*.

³⁵ Amazon does not dispute that the Subject Products present a substantial product hazard, as it stipulated that the children’s sleepwear garments, CO detectors, and hair dryers identified in the Complaint “meet the requirements for a substantial product hazard under” Section 15(a)(1), (a)(2), and/or (j) of the CPSA. Stip. of Parties at 1-2, Dkt. 35.

Amazon objects to the words “recall” (in its Appeal Brief) and “death” and identification of Amazon as a “distributor.” Amazon’s Appeal Br. at 57-58, Dkt. 127; Transcript of Oral Argument at 43, In the Matter of Amazon.com, Inc. (Dec. 14, 2023) (CPSC Dkt. No. 21-2); *see also* Amazon’s Resp. to the Dec. and Order at 2, Dkt. 148. A disclosure requirement is “controversial” if it conflicts with ideological views held by the speaker. *NIFLA*, 588 U.S. at 769 (declining to apply *Zauderer* to state statute that required medical clinics to post information about entirely unrelated “state-sponsored services—including abortion, anything but an ‘uncontroversial’ topic”). A requirement is also “controversial” if it is inflammatory, such as a proposed Food and Drug Administration warning for cigarette packages that was designed to “evoke emotion . . . and browbeat consumers into quitting.” *R.J. Reynolds Tobacco, Co. v. FDA*, 696 F.3d 1205, 1216-17 (D.C. Cir. 2012), *overruled on other grounds by AMI*, 760 F.3d at 22-23. Likewise, a requirement can be controversial because it forces a company to “take sides in a heated political controversy.” *CTIA*, 928 F.3d at 848.

To the extent that Amazon’s objections to the word “recall” and identification of Amazon as a “distributor” stem from its belief that Amazon is not a distributor subject to the recall obligations of Section 15, that legal dispute has been resolved in the July 29 Decision and Order based on a plain reading of the statute. Thus, it cannot support a First Amendment objection based on controversy.³⁶ Further, while a notice advising consumers about a “recall” of a particular product that “pos[es] a risk of . . . death” “may not be reassuring, . . . it is hardly inflammatory.” *CTIA*, 928 F.3d at 847. Nor is notice of a recall controversial for the other reasons identified in case law. As the Commission explained in the preamble to its mandatory recall notices final rule, use of the word “recall” simply signals to consumers “that a safety issue

³⁶ Amazon, of course, is free to issue its own public statement indicating its disagreement with the Commission’s conclusion.

has arisen [with the product] that requires action.” Guidelines and Requirements for Mandatory Recall Notices, Final Rule, 75 Fed. Reg. at 3362.

The required disclosures also satisfy the remaining *Zauderer* requirements. There is a reasonable relation between mandating notices that contain the information specified in Section 15(i)(2) of the CPSA and 16 C.F.R. § 1115.27 and the government’s interest in protecting consumers from hazardous products. As Amazon admits, the government has a substantial interest in protecting consumers from children’s sleepwear that fail to meet flammability requirements, CO detectors that fail to alarm, and hair dryers that lack electrocution protection, all of which were distributed by Amazon through the Fulfilled by Amazon program. *See* Transcript of Oral Argument at 112, In the Matter of Amazon.com, Inc. (Mar. 28, 2023) (CPSC Dkt. No. 21-2) (“[W]e would agree that there’s a substantial government interest here in protecting consumer safety.”); *see generally Rubin v. Coors Brewing Co.*, 514 U.S. 476, 485 (1995) (identifying “protecting the health, safety, and welfare of its citizens” as a significant government interest).

While the government typically must provide evidence of a measure’s effectiveness to satisfy *Central Hudson*’s “directly advance” requirement, “as the Court recognized in *Zauderer*, such evidentiary parsing is hardly necessary when the government uses a disclosure mandate to achieve a goal of informing consumers about a particular product trait, assuming of course that the reason for informing consumers qualifies as an adequate interest.” *AMI*, 760 F.3d at 26 (citations omitted). Here, the required Section 15(c) notice will help achieve the Commission’s goal of informing consumers, particularly those individuals who were not aware of Amazon’s messages, about the substantial hazards associated with the Subject Products and incentivizing them to remove these products from their households—a goal that plainly furthers the

Commission's interest in protecting consumers from hazardous products.

Finally, the mandated disclosures—recall releases posted to Amazon.com, recall information provided on each purchaser's "Your Orders" page, and one round of "Dear Valued Customer" email notice to purchasers—are not "unduly burdensome." *Zauderer*, 471 U.S. at 651. For recall releases posted to Amazon.com, Amazon itself insists, and the Commission agrees, *see* Section III.A.1, *supra*, that it is "sufficient" to add these recall releases to the "Recalls and Product Safety Alerts" page on Amazon.com—a "page [] dedicated to recall announcements and other safety alerts." Amazon's Reply at 12-13, Dkt. 151. For recall information posted on each purchaser's "Your Orders" page, while Amazon's current practice of using a banner is one way to provide this information, *see* Amazon's Letter to Judge Patil at 3, Dkt. 103, the Commission is not ordering a specific format but instead leaves it to Amazon to determine how to display this information in a prominent manner on purchasers' individual accounts through a website posting. *See* Section III.A.2.b, *supra*. And for "Dear Valued Customer" email notices to purchasers, Amazon has the capability to provide such notice, having previously sent messages by email and through the "Message Center" of each purchaser's Amazon.com account. Dec. and Order at 13-14, Dkt. 142. The forms of public and direct notice contemplated under the regulation at 16 C.F.R. § 1115.25(b)—website recall notice, website posting, and email—are already used by Amazon to inform consumers about recalls and product safety alerts. As a result, Amazon does not—and cannot—assert that providing the required public and direct notices is "unduly burdensome," as Amazon already utilizes these methods to communicate recall information to consumers.

Therefore, under *Zauderer*, the required disclosures are consistent with the First Amendment.

2. *The Required Disclosures Are Also Constitutional Under Central Hudson*

Even under the more stringent *Central Hudson* test,³⁷ the required disclosures are consistent with the First Amendment. Under *Central Hudson*, a speech regulation is consistent with the First Amendment if (1) the government’s interest is “substantial;” (2) the regulation “directly advances” that interest; and (3) the regulation is “not more extensive than is necessary to serve that interest.” 447 U.S. at 566. “[T]he last two steps of the *Central Hudson* analysis basically involve a consideration of the ‘fit’ between the legislature’s ends and the means chosen to accomplish those ends.” *United States v. Edge Broad. Co.*, 509 U.S. 418, 427-48 (1993) (internal quotation marks omitted).

As to the first prong of the *Central Hudson* test, the Supreme Court has recognized, and Amazon agrees, that the government has a substantial interest here in protecting the health and safety of its citizens. *See* Section V.A.1, *supra*. This interest undoubtedly includes removing hazardous products from homes and the marketplace. *See* 15 U.S.C. § 2051(b)(1).

The second prong addresses whether, in general, the required disclosures directly advance the asserted government interest. *See Edge Broad. Co.*, 509 U.S. at 430 (“[T]he validity of the regulation depends on the relation it bears to the overall problem the government seeks to correct, not on the extent to which it furthers the government’s interest in an individual case.”) (citation omitted); *id.* at 427 (“This is not to say that the validity of the statutes’ application to Edge is an irrelevant inquiry, but that issue properly should be dealt with under the [final] factor of the *Central Hudson* test”). Congress charged the Commission with “protect[ing] the public against unreasonable risks of injury associated with consumer products.” 15 U.S.C. § 2051(b)(1).

³⁷ While Complaint Counsel suggests that the intermediate scrutiny test announced by the Supreme Court in *Central Hudson* applies here, *see* Comp. Counsel’s Answering Br. at 73, Dkt. 129, Complaint Counsel explained during oral argument that because “the *Central Hudson* test is satisfied . . . the *Zauderer* test would also be satisfied.” Transcript of Oral Argument at 106, In the Matter of Amazon.com, Inc. (Dec. 14, 2023) (CPSC Dkt. No. 21-2).

Consistent with this mandate, the purpose of any recall notice is “to reach the broadest possible audience of consumers that may have purchased or received the products” and “to get dangerous products out of the hands of consumers as quickly as possible.” Guidelines and Requirements for Mandatory Recall Notices, Final Rule, 75 Fed. Reg. at 3355, 3359-60. The Commission’s Section 15(c) order requiring Amazon to post recall releases to the “Recalls and Product Safety Alerts” page on Amazon.com, provide recall information on each purchaser’s “Your Orders” page, and issue one round of “Dear Valued Customer” email notice to purchasers is designed to directly advance the Commission’s interest in “protect[ing] the public against unreasonable risks of injury associated with consumer products.” 15 U.S.C. § 2051(b)(1).

By contrast, Amazon’s messages to customers were not sufficient to achieve the purposes of a recall. Because Amazon provided no public notice, individuals who obtained the products from the initial purchaser as gifts, hand-me-downs, or donations, or who purchased the products on the secondary market, would have had to rely on the initial purchaser, as opposed to Amazon, to learn about the products’ hazards. Dec. and Order at 47, Dkt. 142. Without evidence that any of the approximately 418,818 Subject Products purchased by consumers were destroyed, many of these hazardous products may still be in the hands of unknowing consumers, with no program in place to remediate the risks. *Id.*, Dkt. 142.

Amazon also made no attempt to remove the hazardous products from purchasers’ homes through either proof of destruction or a return. *Id.* at 51, Dkt. 142. Finally, Amazon’s messages did not adequately describe the product hazards, including using the word “death” or stating that the products did not meet an applicable federal requirement, which would have assisted purchasers in understanding the serious and actual hazards associated with the products, or include the word “recall,” which would have prompted purchasers’ immediate attention to the

notice. *Id.* at 48-50, Dkt. 142.

Turning to *Central Hudson*'s final prong, the required disclosures are not more extensive than necessary to advance the government's interest. "The Government is not required to employ the least restrictive means conceivable, but it must demonstrate narrow tailoring of the challenged regulation to the asserted interest—'a fit that is not necessarily perfect, but reasonable; that represents not necessarily the single best disposition but one whose scope is in proportion to the interest served.'" *Greater New Orleans Broad. Ass'n, Inc. v. United States*, 527 U.S. 173, 188 (1999) (citations omitted).

Here, the required disclosures are narrowly tailored to advance the government's interest in "protect[ing] the public against unreasonable risks of injury associated with consumer products," 15 U.S.C. § 2051(b)(1), by "reach[ing] the broadest possible audience of consumers that may have purchased or received the products" and "get[ting] dangerous products out of the hands of consumers as quickly as possible." Guidelines and Requirements for Mandatory Recall Notices, Final Rule, 75 Fed. Reg. at 3355, 3359-60. There is a reasonable fit between the required disclosures and that interest, and the required disclosures are consistent with Amazon's current recall notice methods and technological capabilities. First, the recall releases must be added to Amazon's existing "dedicated" webpage for all recall announcements and other product safety alerts. Amazon's Reply at 12-13, Dkt. 151. Second, Amazon has flexibility in displaying the recall information on each purchaser's "Your Orders" page, so long as the information is prominent. As explained in Section III.A.2.b, *supra*, Amazon may employ the banner that it currently utilizes on these pages or implement another method to display this information. And for "Dear Valued Customer" email notices to purchasers, Amazon has the capability to provide such notice, having previously sent messages by email and through the "Message Center" of

each purchaser's Amazon.com account. Dec. and Order at 13-14, Dkt. 142.

In summary, the required disclosures withstand First Amendment scrutiny under both *Zauderer* and *Central Hudson*.³⁸

B. Ordering Amazon to Provide Refunds for the Subject Products Does Not Implicate the Takings Clause

Amazon continues to assert that the Commission does not have the authority to require Amazon to provide “duplicative refunds” to consumers. Amazon’s Reply at 32, Dkt. 151. It claims that because it already provided credits to the initial purchaser in the amounts the products cost, an order from the Commission to provide “multiple refunds risks running afoul of the Fifth Amendment’s Taking Clause.” *Id.*, Dkt. 151.

1. Amazon’s Voluntary Actions to Credit Purchasers Cannot Preempt the Commission’s Authority under Section 15

As noted above, in its July 29 Decision and Order, the Commission stated that in crediting purchasers’ Amazon.com accounts, “Amazon did not provide refunds within the meaning of Section 15(d) of the CPSA.” Dec. and Order at 14, n. 15, Dkt. 142. After engaging in the Section 15 adjudication process in this matter, the Commission determined that “it is in the public interest to require Amazon to take remedial actions under Section 15(d) of the CPSA to incentivize the removal of these hazardous products from consumers’ homes.” *Id.* at 2, Dkt. 142.

³⁸ Amazon asserts that “Complaint Counsel has also failed to adequately consider less restrictive alternatives—including whether posting the public recall alert on the Commission’s and Amazon’s websites is itself sufficient given the direct notice already provided.” Amazon’s Reply at 22, Dkt. 151. But Amazon’s messages were insufficient to protect purchasers. As explained in the July 29 Decision and Order, Amazon’s messages failed to (1) use the term “recall;” (2) provide other necessary information “for consumers to understand the significant risks of injury associated with the products, including personal injury or death, and the need for immediate action;” (3) contain information, including readily-accessible photographs of the relevant products, that would have assisted consumers identify the products involved and understand the scope of the recall; and (4) incentivize consumers to remove the hazardous products by requiring that they return or destroy the products to receive the Amazon credit. Dec. and Order at 48-51, Dkt. 142. As a result, a Commission order requiring another round of direct notice—“the most effective form of a recall notice,” 16 C.F.R. § 1115.26(a)(4)—is necessary to advance the government’s interests in helping as many purchasers as possible understand the significant risks of injury associated with the products and removing such products from purchasers’ homes.

The Commission rejects Amazon's conflation of Amazon's voluntary issuance of credits to purchasers of the Subject Products with a Commission-ordered refund after the process outlined in the CPSA. The implication of Amazon's argument is that firms can take voluntary actions, regardless of whether those actions remove the hazard from consumers' possession, and thereby preempt the Commission from engaging in the process prescribed by Congress to determine what remedies are in the public interest. Such a reading of the law would prevent the Commission from effectively enforcing Section 15 of the CPSA and undermine the Commission's mission to protect the American public against unreasonable risks of injury associated with consumer products. 15 U.S.C. § 2051(b)(1).

Indeed, Amazon's argument that its actions already "ma[d]e purchasers whole," Amazon's Reply at 32, Dkt. 151, mischaracterizes the nature of the Commission's authority under Section 15, which is to effect CPSC's safety mission. In its July 29 Decision and Order, the Commission determined that, because the Subject Products pose substantial product hazards, Section 15(d) remedies are necessary to incentivize the removal of hazardous products from consumers' possession and thereby protect the public. Dec. and Order at 58, Dkt. 142. In other words, the Commission ordered Amazon to issue the refunds to provide consumers (including those consumers who were not initial purchasers and who received nothing) with an incentive to remove the hazardous products from their possession, not to make them whole.

In addition, although original purchasers were reimbursed for their purchase of the hazardous products, they were not adequately informed of the hazards and not given any incentive or information to destroy or return the products. *Id.* at 51, Dkt. 142. Because Amazon did not require purchasers to report on what they did with the hazardous products, there is no way to know whether consumers eliminated the hazard by destroying the products, gave the

products away as gifts or hand-me-downs, donated them to charities, or sold on secondary markets, such as online marketplaces. As a result, the hazardous products may now be in the hands of consumers who remain unaware that they are hazardous. Therefore, in accordance with its authority under Section 15(d) and its mission to protect consumer safety, the Commission ordered Amazon to issue refunds to incentivize the removal of hazardous products from the possession of consumers, and to provide such refunds to any consumers currently in possession of the product. *See id.* at 72-73, Dkt. 142.

2. *Amazon's Voluntary Actions Cannot Be the Basis for a Takings Violation*

Amazon's takings argument rests upon the false premise that the Commission is ordering a "duplicative refund." Amazon's Reply at 32, Dkt. 151. However, when there is a voluntary surrender of property, "the State has not *deprived* the person of a constitutionally protected interest." *Ballinger v. City of Oakland*, 24 F.4th 1287, 1293 (9th Cir. 2022) (citations omitted) (emphasis in original). Amazon's unilateral decision to credit purchasers the purchase price of the Subject Products was not due to Commission action, or even in concert with the Commission, and therefore Amazon's issuance of credits to initial purchasers of the Subject Products is irrelevant for the takings analysis.

Furthermore, even when a voluntary recall *is* conducted with CPSC (which was not the case here), the Commission "has the right to seek additional remedies beyond those voluntarily provided if it believes that the voluntary plan did not provide an adequate remedy for the problem." *In re Mattel, Inc.*, 588 F. Supp. 2d 1111, 1116 (C.D. Cal. 2008). In this matter, the Commission found that Amazon's voluntary actions did not provide an adequate remedy for multiple reasons, including that its voluntary credits did not incentivize return or destruction or reach beyond initial purchasers, and therefore a refund is necessary to incentivize consumers

who still possess a Subject Product to destroy it and eliminate further risk of injury.

3. *The Takings Clause Does Not Apply to the Commission's Order*

In addition to conflicting with Section 15 of the CPSA, Amazon's argument misunderstands the Takings Clause.³⁹ Amazon's citation of *Kelo v. City of New London*, 545 U.S. 469 (2005), is inapposite because *Kelo* addressed whether real property could be taken by a municipality to effectuate a development plan. *See* Amazon's Appeal Br. at 34-35, Dkt. 127. Amazon also claims that "property interests related to 'personal property' are likewise protected by the Takings Clause" and that "this adjudication centers on interests in personal property, *i.e.*, the Subject Products." Amazon's Reply Br. at 24, Dkt. 134 (citing *Horne v. Dep't of Agric.*, 576 U.S. 350, 358 (2015); *Valancourt Books, LLC v. Garland*, 82 F.4th 1222 (D.C. Cir. 2023)). But the personal property interests in the Subject Products are held by the consumers, not by Amazon, and thus Amazon cannot assert that it is being deprived of any personal property interests in violation of the Takings Clause.

In their briefs, both Parties discuss *Eastern Enterprises v. Apfel*, 524 U.S. 498 (1998) (plurality op.). But the plurality opinion in *Eastern Enterprises* does not provide binding authority for a takings analysis, as only four Justices found "that a taking can occur when Congress has imposed an obligation to pay money." *Commonwealth Edison Co. v. United States*, 271 F.3d 1327, 1338 (Fed. Cir. 2001). Moreover, the Sixth Circuit explained that the courts of appeals have agreed that "a taking does not occur when the statute in question imposes a monetary assessment that does not affect a specific interest in property." *McCarthy v. City of Cleveland*, 626 F.3d 280, 285 (6th Cir. 2010). The Eleventh Circuit, for example, stated that the takings analysis is not an appropriate analysis for the constitutional evaluation of an obligation

³⁹ "Nor shall private property be taken for public use, without just compensation." U.S. Const. amend. V.

imposed by Congress merely to pay money without regard to an identifiable property interest. *Swisher Int'l, Inc. v. Schafer*, 550 F.3d 1046, 1056 (11th Cir. 2008) (explaining that “[f]ive Supreme Court Justices have expressed the view that the Takings Clause does not apply where there is a mere general liability (i.e., no separately identifiable fund of money) and where the challenge seeks to invalidate the statute rather than merely seeking compensation for an otherwise proper taking,” *id.* at 1057). The Federal Circuit “has similarly concluded that the imposition of an obligation to pay money does not constitute an unconstitutional taking of property.” *Commonwealth Edison Co.*, 271 F.3d at 1339–40; *see Atlas Corp. v. United States*, 895 F.2d 745, 756 (Fed. Cir. 1990) (“Requiring money to be spent is not a taking of property.”). Here, therefore, the Commission’s ordering Amazon to pay consumers refunds for the Subject Products does not implicate the Takings Clause.

4. *Even if the Eastern Enterprises Takings Clause Analysis Applied, Amazon’s Claim Would Fail*

Lastly, even under the reasoning of *Eastern Enterprises*, Amazon would not have a plausible Takings Clause claim. The plurality in *Eastern Enterprises* found a regulatory taking where a federal statute retroactively imposed liability on a corporation that had ceased its relevant business operations decades before. The plurality’s conclusion was based on three primary factors: “1) the severe financial penalty the act imposed; 2) the disproportionate nature of the benefit to be conferred compared with the burden to be applied; and 3) the retroactive nature of the imposition.” *McCarthy*, 626 F.3d at 285 (citing *Eastern Enterprises*, 524 U.S. at 528–29 (plurality opinion)). The plurality opinion also explained that “a party challenging governmental action as an unconstitutional taking bears a substantial burden.” *Eastern Enterprises*, 524 U.S. at 523.

Applying the factors in *Eastern Enterprises* to the record before the Commission,

Amazon’s takings argument fails. The financial “penalty” to Amazon will not be severe.

Amazon’s total outlay to consumers will almost certainly be smaller than the \$20 million it initially credited to purchasers’ accounts⁴⁰ because some consumers will have disposed of the Subject Products during the intervening years, leaving them ineligible for a refund. Further, Amazon’s total annual revenue is \$575 billion,⁴¹ and even the maximum it could be required to expend (*i.e.*, \$20 million) would be a little over 0.0035% of that amount, which is not a “severe” financial penalty.

With regard to the second factor, the balancing of benefits and burdens, the benefit of getting the hazardous products out of consumers’ possession and the marketplace is an important public good pursuant to the CPSA. Moreover, there is a significant safety benefit to those who possess the hazardous Subject Products—avoiding a risk of serious injury or death. By contrast, the burden on Amazon—likely paying less than \$20 million to consumers—is a minor expense for a company with \$575 billion in total annual revenue. Given that the Commission has agreed to allow Amazon to condition refunds on photographic evidence of destruction or disposal of the products, Amazon will not need to implement a large-scale effort to coordinate returns or implement a program of destruction for the Subject Products. Thus, the minor burden on Amazon is not disproportionate to the important public safety benefit of getting the hazardous products out of consumers’ possession and the marketplace. In fact, this public safety benefit far outweighs any burden on Amazon.

⁴⁰ Amazon represents that it provided Amazon.com credits of more than \$20 million to purchasers for the 418,818 products sold. Compl. Counsel’s Resp. to Amazon’s SUMF at ¶ 112, Dkt. 87; Decl. of Lauren Ann Shrem at ¶ 8, Dkt. 17.

⁴¹ Amazon.com, Inc.: *Annual Report, Letter to Shareholders* (2023), https://s2.q4cdn.com/299287126/files/doc_financials/2024/ar/Amazon-com-Inc-2023-Annual-Report.pdf (“In 2023, Amazon’s total revenue grew 12% year-over-year . . . from \$514B to \$575B.”). The Commission took official notice of this figure under 16 C.F.R. § 1025.43(d). Dec. and Order at 7, n. 2, Dkt. 142.

As for the third *Eastern Enterprises* factor of retroactivity, the concern of the Supreme Court plurality was that new legal requirements should not be imposed so late that they upset the settled expectations of regulated parties. 524 U.S. at 526. Specifically, the plurality found an unconstitutional taking because the statutory scheme imposed “severe retroactive liability on a limited class of parties that could not have anticipated the liability, and if the extent of that liability is substantially disproportionate to the parties’ experience.” *Id.* at 500. Here, the relevant provisions of the CPSA have not changed since Amazon was founded. *See* 15 U.S.C. §§ 2052(a)(7) (defining “distribution in commerce”), (8) (defining “distributor”), 2064(c) and (d) (authorizing the Commission to order distributor to provide notice of a substantial product hazard and take remedial actions after determining that a product presents a substantial product hazard). Moreover, Amazon has participated in voluntary recalls for other products and assisted the Commission by contacting its customers about those potentially hazardous products. *See* Amazon’s Opposition to Compl. Counsel’s Mot. for Partial Summ. Dec. and Memo. in Support of Mot. to Dismiss or, in the Alternative, Cross-Mot. for Summ. Dec. at 6, Dkt. 15 (“Amazon routinely assisted the CPSC with recalls jointly announced by the CPSC and the manufacturer or third-party seller, including sellers who sold their products exclusively on Amazon.com.”); *see also id.* at Appendix A, Dkt. 15. Not only does the ordered recall not impose “severe retroactive liability” on Amazon, but Amazon could have “anticipated the liability” imposed by the Commission, and the “extent of that liability” is proportionate to Amazon’s role in the distribution of the Subject Products. *Eastern Enterprises*, 524 U.S. at 528-29.

For the foregoing reasons, requiring Amazon to issue refunds conditioned on proof of destruction or disposal is not an unconstitutional taking.

VI. Effective Date of this Order

The Commission's August 16, 2024 Order Denying Amazon.com, Inc.'s Motion to Stay, Dkt. 146, denied without prejudice Amazon's request to "stay any forthcoming order on the Proposed Notification Plan and Proposed Action Plan [], once issued, pending judicial review." *Id.* at 1, Dkt. 146. The Commission explained that, "as permitted by 16 C.F.R. § 1025.57(a), the Commission will specify an effective date in the Final Order that will allow sufficient time for Amazon to submit a motion to stay that order and for the Commission to rule on such motion, if filed." *Id.*, Dkt. 146.

Consistent with the Commission's August 16, 2024 Order, this Decision and Order establishes an effective date of January 26, 2025, unless Amazon files a motion to stay this Order by January 24, 2025, in which case this Order shall be effective on the date the Commission resolves Amazon's motion, unless the Commission orders otherwise. If Amazon files such a motion, pursuant to 16 C.F.R. § 1025.23(c), Complaint Counsel shall file any opposition within 7 days following the service of Amazon's motion. There shall be no reply to any opposition filed by Complaint Counsel. *Id.*

ORDER

Having reviewed and considered the arguments and evidence of record in this proceeding, and pursuant to the Commission's authority set forth in Section 15(c) and (d) of the CPSA, 15 U.S.C. § 2064(c) and (d), and 16 C.F.R. §§ 1115.23-29, it is ORDERED that Amazon's Proposed Notification and Action Plan is approved with the following modifications as applied to the Subject Products defined in the July 29 Decision and Order and clarified in this Decision:

1. That Amazon shall provide public notice, pursuant to 15 U.S.C. § 2064(c)(1)(D), by posting the recall releases attached to this Order at Attachments A-1 to A-3 (incorporating the Commission’s modifications to Amazon’s proposed recall releases as shown in track changes and as discussed in Section III.A.1, *supra*) to the “Recalls and Product Safety Alerts” webpage on Amazon.com on the date that the CPSC publishes the recall releases on its website;
2. That Amazon shall provide direct notice, pursuant to 15 U.S.C. § 2064(c)(1)(F), by:
 - a. Issuing one round of email notice using the “Dear Valued Customer” email notices attached to this Order at Attachments B-1 to B-3 (incorporating the Commission’s modifications to Amazon’s proposed direct notices as shown in track changes and as discussed in Section III.A.2.a, *supra*) on the date that the CPSC publishes the recall releases on its website; and
 - b. Providing the information regarding the recalls on each purchaser’s “Your Orders” page in a manner that “prominently show[s] its importance,” 16 C.F.R. § 1115.26(b)(2), as discussed in Section III.A.2.b, *supra*, on the date that the CPSC publishes the recall releases on its website;
3. That Amazon shall issue one round of notice to the Fulfilled by Amazon participants that sold the Subject Products using the notices attached to this Order at Attachments C-1 to C-3 (incorporating the Commission’s modifications to Amazon’s proposed notices as shown in track changes and as discussed in Section III.A.4, *supra*);

4. That Amazon shall maintain the recall releases on the “Recalls and Product Safety Alerts” webpage on Amazon.com for a minimum of five years;
5. That Amazon shall issue a full refund in the amount of the purchase price to any consumer who submits proof of destruction or disposal of a Subject Product in accordance with Section 3 of Amazon’s Proposed Action Plan, as modified in Section IV.A and B, *supra*; and
6. That Amazon shall submit Monthly Progress Reports for five years and maintain records of its actions to comply with the Order for the same period of time, as discussed in Section IV.C, *supra*, but that Amazon may be granted earlier termination of these responsibilities upon a showing that the recall has been effectively implemented and conducted.

SO ORDERED this 16th day of January, 2025.

FOR THE COMMISSION,

Alberta E. Mills
Secretary
Consumer Product Safety Commission

Attachment A-1



U.S. Consumer Product Safety Commission – Recall ~~Release Alert~~

Release Date: [MONTH] [DAY], [YEAR]

Release Number: ~~254-~~

DRAFT

[Amazon Recalls](#) HOYMN, IDGIRLS, Home Swee, and Taiycyxgan Children’s Sleepwear Sold on Amazon.com ~~Recalled~~—Due to Violation of Federal Flammability Standards and Burn Hazard

Recall Summary

This notice is being issued under mandatory order of the U.S. Consumer Product Safety Commission.

Name of Product: Children’s Sleepwear Pajamas and Robes

Hazard: The recalled children’s pajamas and robes fail to meet the federal flammability standards for children’s sleepwear, posing a risk of burn injuries [and death](#) to children.

Remedy: Refund

Recall Date:

Units: [Total number of units to be added prior to recall notice publication]

Consumer Contact: [~~Insert toll-free number and email address or website URL. Mode of contact to be added prior to recall notice publication~~]

Description: This mandatory recall involves the “HOYMN Little Girl’s Lace Cotton Nightgowns,” “IDGIRLS Kids Animal Hooded Soft Plush Flannel Bathrobes,” “Home Swee Boy’s Plush Fleece Robe Shawl Skull and Hooded Spacecraft Printed Soft Kids Bathrobe,” and “Taiycyxgan Little Girl’s Fleece Bathrobe,” all sold on Amazon.com.

The HOYMN nightgowns were sold in white, blue, pink, and purple, in both short sleeve and long sleeve versions. Both versions have a white lace trim around the neckline. The nightgowns are made of 100% cotton, and the material, size, and washing instructions are printed in Chinese on a tag on the inside of the garment.

The IDGIRLS bathrobes were sold in yellow, blue, orange, pink and white. They have a hood with animal features such as face and ears, as well as a belt on the waist. A tag on the inside of the robe says “Flannel” and “KEEP AWAY FROM FIRE HEAT SOURCE” and also lists the size of the robe.

The Home Sweet bathrobes were sold with a “Minecraft Style Skull Print” where the background color is black, and the skulls are in white and gray. They also feature a belt on the waist. The robes are also made out of 100% polyester, and a tag on the inside of the robes lists their composition, washing instructions, the robes’ size, and the instruction to “KEEP AWAY FROM FIRE.”

The Taiycyxgan bathrobes were sold in pink, green, brown, gray, red, white, cream, and yellow. They have a hood with cat whiskers and ears, as well as a belt on the waist. The robes are made out of 100% polyester, and the material composition, washing instructions, and the robes’ size are printed on a tag on the inside of the garment.

Remedy: ~~The Third Party Sellers of these products have not responded to the CPSC and have been uncooperative in the implementation of this recall. Amazon previously issued a safety notice to all consumers who purchased this product. The prior notice requested that consumers stop using and dispose of the product, and to inform anyone to whom the consumer may have given the product to stop using and dispose of the product. Amazon has already provided purchasers of the product with a full refund. To receive a further refund, Consumers should immediately take the recalled children’s sleepwear away from children, stop using it, and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a full refund, consumers ~~can~~ should destroy the children’s sleepwear by cutting it in half vertically and horizontally and provide photographic proof of the destruction to Amazon at ~~[mode of contact to be added prior to recall notice publication]~~. Amazon is contacting all known purchasers directly.~~

Incidents/Injuries: ~~None reported.~~

Sold at: Online at <https://www.amazon.com/> from June 2016 until February 2020 for between \$18 and \$31.

Seller(s) Products Subject to this Recall: Children’s sleepwear by HOYMN, IDGIRLS, Home Sweet, and Taiycyxgan

Distributor: Amazon.com, Inc. of Seattle, Washington

Manufactured in: China

Recall Number:

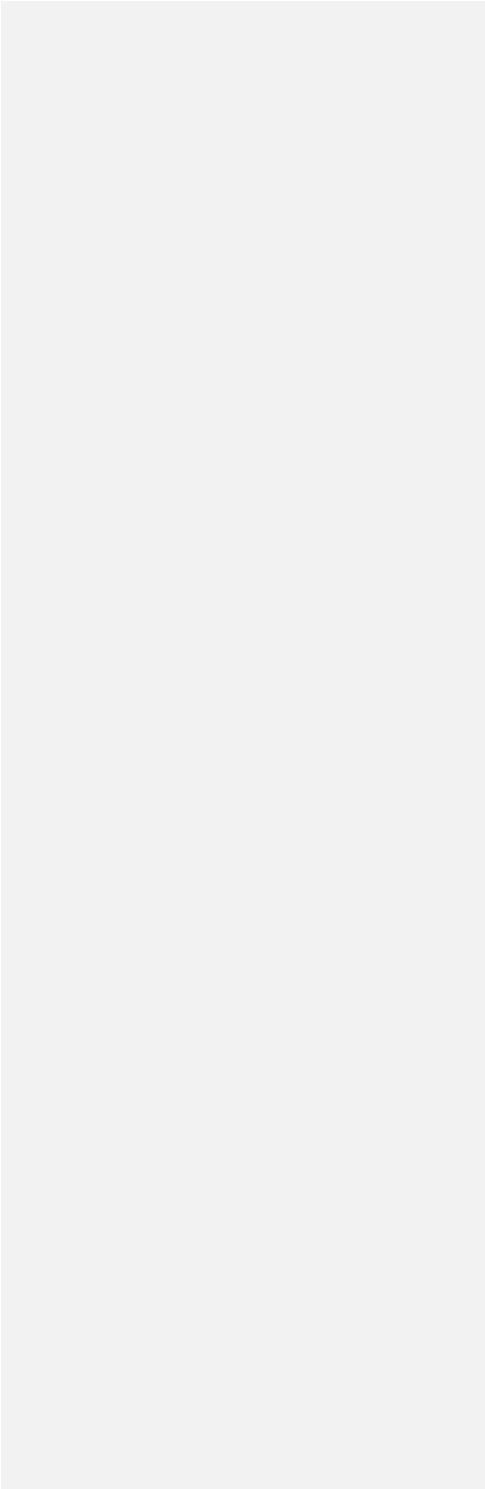
Photos



Recalled HOYMN Little Girls' Lace Cotton Nightgown



Recalled IDGIRLS Kids Animal Hooded Soft Plush Flannel Bathrobes





Recalled Home Sweet Boys Plush Fleece Robe Shawl



Recalled Taiyexgan Little Girl's Coral Fleece Bathrobe

About the U.S. CPSC

The U.S. Consumer Product Safety Commission (“CPSC”) is charged with protecting the public from unreasonable risk of injury or death associated with the use of thousands of types of consumer products. Deaths, injuries, and property damage from consumer product-related incidents cost the nation more than \$1 trillion annually. CPSC’s work to ensure the safety of consumer products has contributed to a decline in the rate of injuries associated with consumer products over the past 50 years.

Federal law prohibits any person from selling products subject to a Commission ordered recall or a voluntary recall undertaken in consultation with the CPSC.

For lifesaving information:

- Visit CPSC.gov.
- Sign up to receive our e-mail alerts.
- Follow us on Facebook, Instagram @USCPSC and Twitter @USCPSC.
- Report a dangerous product or a product-related injury on www.SaferProducts.gov.
- Call CPSC’s Hotline at 800-638-2772 (TTY 301-595-7054).
- Contact a media specialist.

Attachment A-2



U.S. Consumer Product Safety Commission – Recall ~~ReleaseAlert~~

Release Date: [MONTH] [DAY], [YEAR]

Release Number: ~~254-~~

DRAFT

~~Amazon Recalls~~ WJZXTEK, Zhengzhou Winsen Electronics Technology Company, BQQZHZ Carbon Monoxide (“CO”) Detectors Sold on Amazon.com
~~Recalled~~ Due to Risk of Failure to Alarm and Warn Consumers of Hazardous Levels of Carbon Monoxide

Recall Summary

This notice is being issued under mandatory order of the U.S. Consumer Product Safety Commission.

Name of Product: Carbon monoxide detectors

Hazard: The alarms may fail to ~~alert consumers to the presence of a hazardous level of carbon monoxide, alarm on time,~~ posing a risk of ~~exposure to hazardous levels of carbon monoxide poisoning or death.~~ Carbon monoxide (CO) is an odorless, colorless, ~~poisonous gas.~~

Remedy: Refund

Recall Date:

Units: About 23,450

Consumer Contact: ~~[Insert toll-free number and email address or website URL. Mode of contact to be added prior to recall notice publication]~~

Description: This mandatory recall involves the WJZXTEK, Zhengzhou Winsen Electronics Technology Company, and BQQZHZ carbon monoxide detectors (“CO detectors”) sold on Amazon.com.

The recalled CO detectors have a round “Test” button in the middle of the unit, with three or four slashes for the speakers on the right and left of the test button. The CO detector manufactured by BQQZHZ features a red “alarm” indicator and a green “power” indicator side-by-side between the test button and a carbon monoxide indicator screen. The CO detector manufactured by WJZXTEK and the two detectors manufactured by Zhengzhou Winsen Electronics Technology Company have a carbon monoxide indicator below the test button, and the red and green indicators are arranged in a vertical line above the test button. None of the CO detectors have a visible logo or brand name.

Remedy: ~~The Third Party Sellers of these products have not responded to the CPSC and have been uncooperative in the implementation of this recall. Amazon previously~~

issued a safety notice to all consumers who purchased this product. The prior notice requested that consumers stop using and dispose of the product, and to inform anyone to whom the consumer may have given the product to stop using and dispose of the product. Amazon has already provided purchasers of the product with a full refund. To receive a further refund, consumers ~~Consumers should stop using the CO detectors immediately and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a full refund, consumers~~ should write "RECALLED" in ink on the detectors and provide photographic proof of disposal of the marked product to Amazon at ~~[mode of contact to be added prior to recall notice publication]~~. Amazon is contacting all known purchasers directly.

~~**Incidents/Injuries:** No incidents meeting the criteria jointly stipulated by the Parties (i.e., failure to alarm within 15 minutes when subject to 400 ppm of carbon monoxide) were reported. Amazon has identified (i) one unconfirmed customer review stating that a carbon monoxide detector failed to alarm when exposed to over 300ppm of CO (the exposure time was not mentioned), and (ii) one unconfirmed customer review indicating that the detector failed to alarm when exposed to smoke for five minutes (the amount of CO was not mentioned). No injuries were reported.~~

Sold at: Online at <https://www.amazon.com> from February 2018 until November 2020 for between \$14 and \$37.

Seller(s) Products Subject to this Recall: [CO detectors](#) by WJZXTEK, Zhengzhou Winsen Electronics Technology Company, BQQZHZ

Distributor: [Amazon.com, Inc., of Seattle, Washington](#)

Manufactured in: China

Recall Number:

Photos



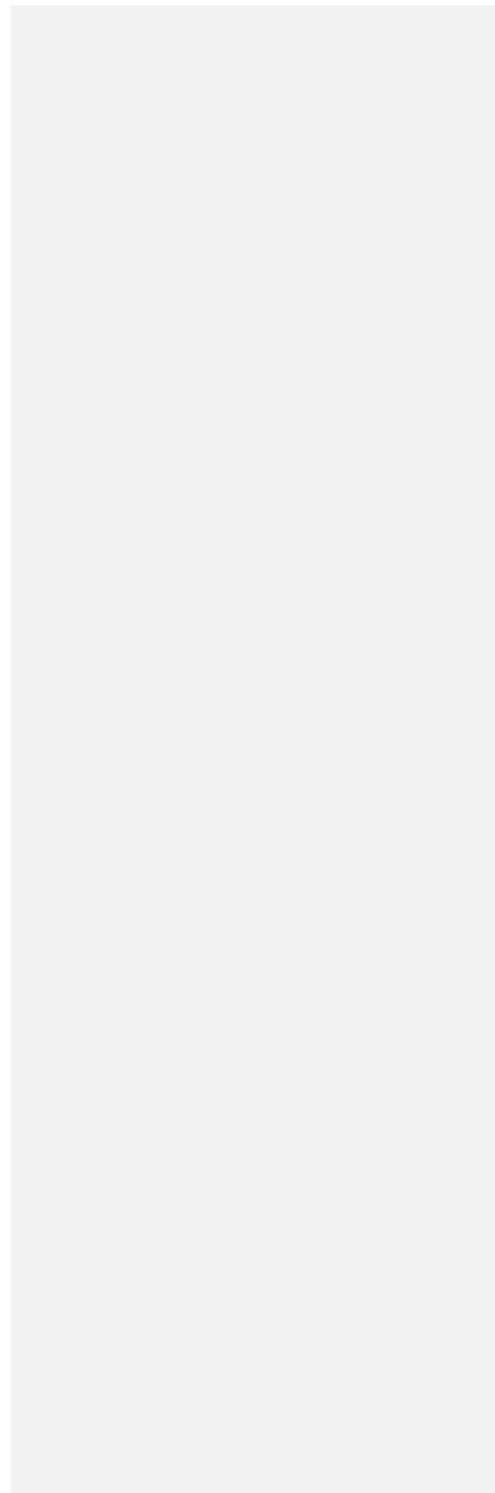
Recalled WJZXTEK CO alarm



Recalled Zhengzhou Winsen Electronics Technology Co, Ltd CO alarm



Recalled Zhengzhou Winsen Electronics Technology Co, Ltd CO alarm





Recalled BQQZHCO alarm

About the U.S. CPSC

The U.S. Consumer Product Safety Commission (“CPSC”) is charged with protecting the public from unreasonable risk of injury or death associated with the use of thousands of types of consumer products. Deaths, injuries, and property damage from consumer product-related incidents cost the nation more than \$1 trillion annually. CPSC’s work to ensure the safety of consumer products has contributed to a decline in the rate of injuries associated with consumer products over the past 50 years.

Federal law prohibits any person from selling products subject to a Commission ordered recall or a voluntary recall undertaken in consultation with the CPSC.

For lifesaving information:

- Visit CPSC.gov.
- Sign up to receive our e-mail alerts.
- Follow us on Facebook, Instagram @USCPSC and Twitter @USCPSC.
- Report a dangerous product or a product-related injury on www.SaferProducts.gov.
- Call CPSC’s Hotline at 800-638-2772 (TTY 301-595-7054).
- Contact a media specialist.

Attachment A-3



U.S. Consumer Product Safety Commission – Recall ~~ReleaseAlert~~

Release Date: [MONTH] [DAY], [YEAR]

Release Number: ~~254-~~

DRAFT

Amazon Recalls Certain Brands of Combination Hair Dryers and Hairbrushes Sold ~~by Third Party Sellers~~ on Amazon.com ~~Recalled~~ Due to Electrocutation or Shock Hazard

Recall Summary

This notice is being issued under mandatory order of the U.S. Consumer Product Safety Commission.

Name of Product: Hand-held combination hair dryers

Hazard: The recalled hair dryers lack an immersion protection device, posing a risk of electrocution, ~~and~~ shock and death to the user if the hair dryer comes into contact with water when plugged in.

Remedy: Refund

Recall Date:

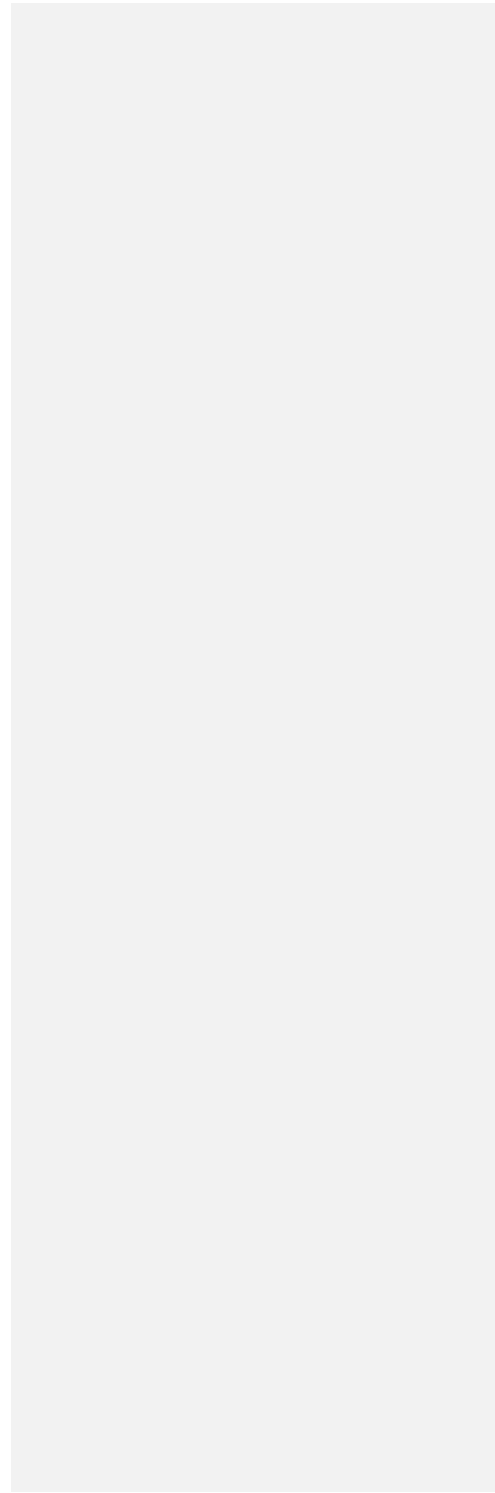
Units: About 400,000

Consumer Contact: [Insert toll-free number and email address or website URL. Mode of contact to be added prior to recall notice publication]

Description: This mandatory recall involves hair dryers sold on Amazon.com. They were sold in multiple colors and styles and/or with interchangeable brush heads. When turned on, air enters at the base of the handle, a heating element warms the air, and the air exits through openings along the length of the hair dryer or hairbrush. The products are designed to straighten, curl, and wave hair. The hair dryers can be identified based on their listed seller/manufacturer on Amazon.com, which is also visible on the purchase confirmation receipt.

Remedy: ~~The CPSC has not contacted the Third Party Sellers for assistance in the implementation of this recall. Amazon previously issued a safety notice to all consumers who purchased this product. The prior notice requested that consumers stop using and dispose of the product, and to inform anyone to whom the consumer may have given the product to stop using and dispose of the product. Amazon has already provided purchasers of the product with a full refund. Consumers should stop using the hand-held combination hair dryers immediately and contact Amazon [INSERT CONTACT INFORMATION] for a full refund. To receive a further full refund, consumers should destroy the hair dryers by cutting the cord of the hair dryer and provide photographic proof of the destruction to Amazon. Amazon is contacting all known purchasers directly.~~

Amazon at [mode of contact to be added prior to recall notice publication]. Amazon is contacting all known purchasers directly.



Amazon at [mode of contact to be added prior to recall notice publication]. Amazon is contacting all known purchasers directly.

~~**Incidents/Injuries:** None reported. After a thorough analysis of customer reviews of the product, Amazon identified one customer complaint mentioning that the product lacked the ground fault circuit interrupter. No injuries were reported.~~

Sold at: Online at <https://www.amazon.com> from June 2019 until March 2021 for between \$19 and \$70.

Distributor: [Amazon.com, Inc.](https://www.amazon.com), of Seattle, Washington

Sellers/Products Subject to this Recall:

<u>Seller/Manufacturer</u>	<u>Hair Dryers</u>
by	
Admitraels	
ADTZYLD	
Aiskki	
BEAUTIKEN	
Bongtai	
Bownyo	
Bvser Store	
BZ	
Dekugan Store	
ELECDOLPH	
GEPORAY	
KENLOR	
KIPOZI	
LANIC	
LEMOCA	
LetsFunny	
Miserwe	
Nisahok	
Ohuhu	
OSEIDOO	
OWEILAN	
Raxurt Store	
Romaneelink	
SARCCH	

Shaboo Prints
Songtai
SUNBA YOUTH Store / Naisen

Surelang Store
TDYJWELL
Techip
tiamo airtrack
VIBOOS
Xianming

Manufactured in: China

Recall Number:

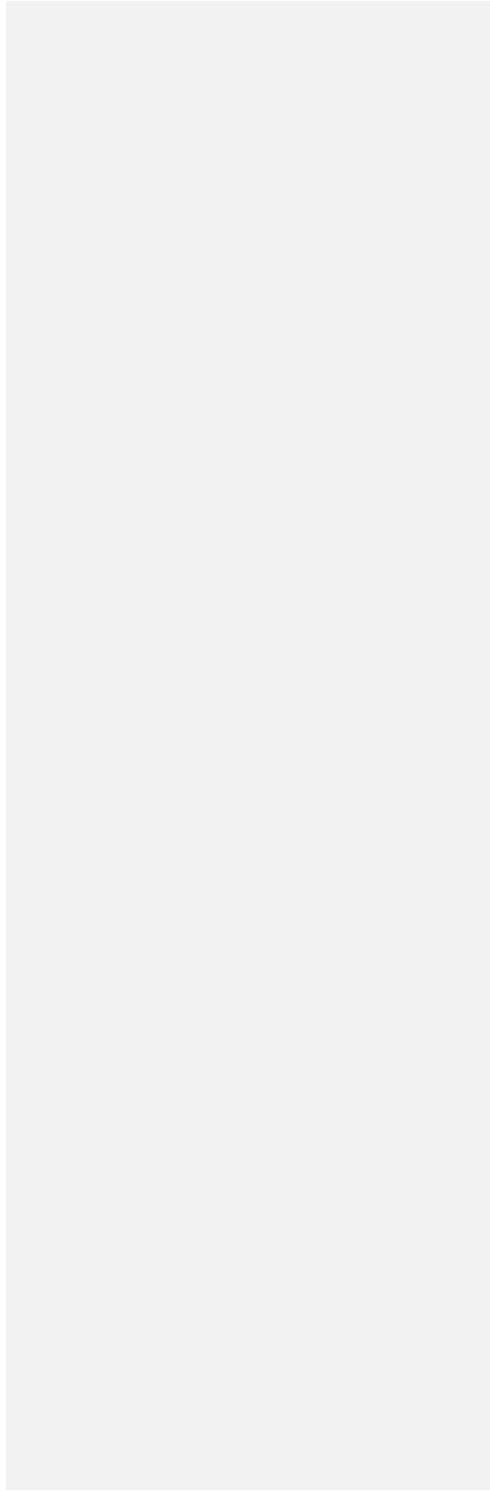
Photos



Recalled OSEIDOO, SARCCH, Raxurt Store, Xianming, VIBOOS, LetsFunny, Bvser Store, GEPORAY, Miserwe, BEAUTIKEN, Admitrack, LANIC, Dekugaa Store and ADTZYLD hair dryer



Recalled Aiskki hair dryer





Recalled ADTZYLD and LEMOC hair dryer



Recalled KENLOR, Romancelink and BZ hair dryer



Recalled KIPOZI hair dryer



Recalled Ohuhu hair dryer



Recalled tiamo airtrack, SUNBA YOUTH STORE/Naisen hair dryer



Recalled Techip hair dryer



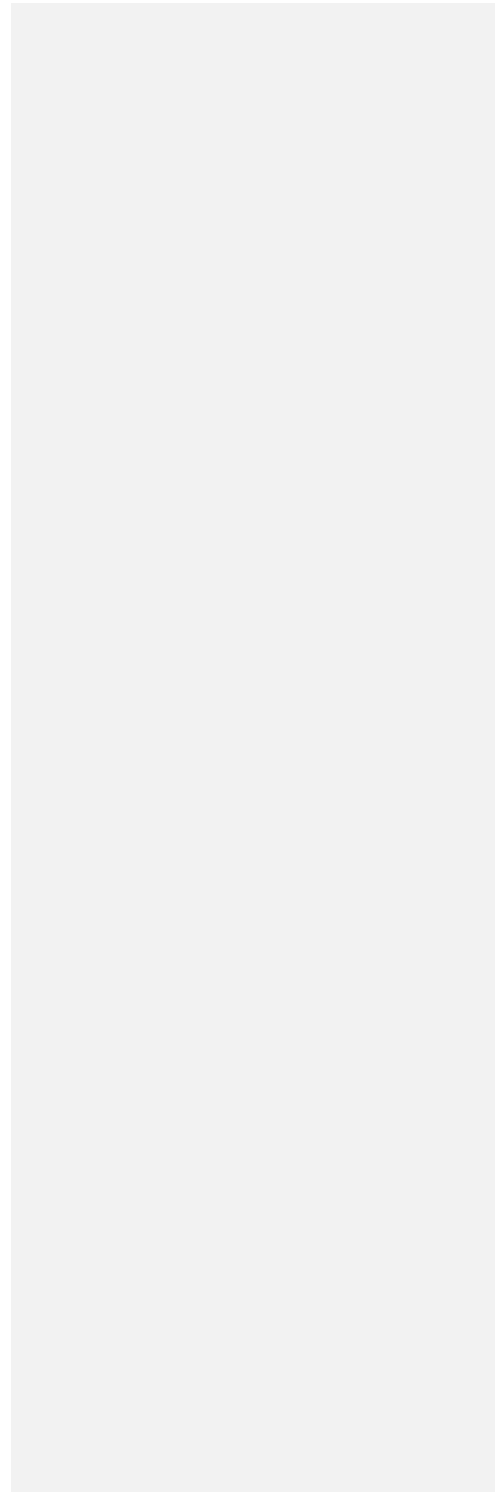
**Recalled ELECDOLPH, TDYJWELL, Bownyo, Songtai, Surelang Store
Shaboo Prints hair dryer**



Recalled OWEILAN hair dryer



Recalled Bongtai hair dryer





Recalled Nisahok hair dryer

About the U.S. CPSC

The U.S. Consumer Product Safety Commission (“CPSC”) is charged with protecting the public from unreasonable risk of injury or death associated with the use of thousands of types of consumer products. Deaths, injuries, and property damage from consumer product-related incidents cost the nation more than \$1 trillion annually. CPSC’s work to ensure the safety of consumer products has contributed to a decline in the rate of injuries associated with consumer products over the past 50 years.

Federal law prohibits any person from selling products subject to a Commission ordered recall or a voluntary recall undertaken in consultation with the CPSC.

For lifesaving information:

- Visit CPSC.gov.
- Sign up to receive our e-mail alerts.
- Follow us on Facebook, Instagram @USCPSC and Twitter @USCPSC.
- Report a dangerous product or a product-related injury on www.SaferProducts.gov.
- Call CPSC’s Hotline at 800-638-2772 (TTY 301-595-7054).
- Contact a media specialist.

Attachment B-1

[MONTH] 2025⁴

**IMPORTANT RECALL NOTICE – HOYMN, IDGIRLS, HOME SWEE, and
TAIYCYXGAN CHILDREN'S SLEEPWEAR GARMENTS**

Dear Valued Customer:

Our records indicate that you purchased a children's sleepwear garment that is subject to a mandatory recall order of the U.S. Consumer Product Safety Commission ("CPSC"). The bathrobes and pajamas fail to meet the federal flammability standards for children's sleepwear, posing a risk of burn injuries and death to children.

~~The Third Party Sellers of these products have not responded to the CPSC and have been uncooperative in the implementation of this recall. You may have previously received a voluntary safety notice and full refund credit from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product. **You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of destruction.**~~

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The children's sleepwear garments include the "HOYMN Little Girl's Lace Cotton Nightgowns," "IDGIRLS Kids Animal Hooded Soft Plush Flannel Bathrobes," "Home Swee Boy's Plush Fleece Robe Shawl Skull and Hooded Spacecraft Printed Soft Kids Bathrobe," and "Taiyicyxgan Little Girl's Coral Fleece Bathrobe," all sold by ~~Third Party Sellers~~ on Amazon.com between June 2016 and February 2020 for between \$18 and \$31.



The HOYMN nightgowns were sold in white, blue, pink, and purple in both short sleeve and long sleeve versions. Both versions have a white lace trim around the neckline. The

nightgowns are made of 100% cotton, and the material, size, and washing instructions are printed in Chinese on a tag on the inside of the garment.



The IDGIRLS bathrobes were sold in yellow, blue, orange, pink and white. They have a hood with animal features such as face and ears, as well as a belt on the waist. A tag on the inside of the robe says “Flannel” and “KEEP AWAY FROM FIRE HEAT SOURCE” and also lists the size of the robe.



The Taiycyxgan bathrobes were sold in pink, green, brown, gray, red, white, cream, and yellow. They have a hood with cat whiskers and ears, as well as a belt on the waist. The robes are made out of 100% polyester, and the material composition, washing instructions and the robes' size are printed on a tag on the inside of the garment.



The Home Swee bathrobes were sold with a "Minecraft Style Skull Print" where the background color is black, and the skulls are in white and gray. They also feature a belt on the waist. The robes are also made out of 100% polyester, and a tag on the inside of

the robes lists their composition, washing instructions, the robes' size, and the instruction to "KEEP AWAY FROM FIRE".

If you still have any of these products in your household, please immediately ~~take step using~~ the recalled children's sleepwear away from children, stop using it, and contact Amazon for a refund. To receive a full refund, you ~~can should~~ destroy the children's sleepwear by cutting it in half vertically and horizontally, then provide photographic proof of the destruction to Amazon at [mode of contact to be added prior to recall notice publication].

More details can also be found in the following Recall ~~Release Alert~~: [LINK TO CPSC RECALL RELEASE ALERT].

If you have any questions, contact Amazon Customer Service at [Insert toll-free number and email address or website URL ~~mode of contact to be added prior to recall notice publication~~].

The safety and satisfaction of consumers is our highest priority. We regret any inconvenience this may cause you.

Sincerely,

Customer Service
Amazon.com
www.amazon.com

[Insert toll-free number and email address or website URL ~~Mode of contact to be added prior to recall notice publication~~]

Attachment B-2

[MONTH] 20254

IMPORTANT RECALL NOTICE –WJZXTEK, Zhengzhou Winsen Electronics Technology Company, BQQZHZ CARBON MONOXIDE DETECTORS

Dear Valued Customer:

Our records indicate that you purchased a carbon monoxide detector (“CO detector”) that is subject to a mandatory recall order of the U.S. Consumer Product Safety Commission. The recalled CO detectors may fail to ~~alarm on time~~alert consumers to the presence of hazardous levels of carbon monoxide, posing a risk of ~~exposure to carbon monoxide poisoning or death~~. Carbon monoxide (CO) is an odorless, colorless, poisonous gas. The recalled CO detectors were manufactured by WJZXTEK, Zhengzhou Winsen Electronics Technology Company and BQQZHZ and sold between February 2018 until November 2020 on Amazon.com for between \$14 and \$37.

~~The Third Party Sellers of these products have not responded to the CPSC and have been uncooperative in the implementation of this recall. You may have previously received a voluntary safety notice and full refund credit from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product.~~ **You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of disposal.**

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The recalled CO detectors all have a round “Test” button in the middle of the unit, with three or four slashes for the speakers on the right and left of the test button.



The CO detector manufactured by BQQZHZ features a red “alarm” indicator and a green “power” indicator side-by-side between the test button and a carbon monoxide indicator screen.



The CO detector manufactured by WJZXTEK and the two detectors manufactured by Zhengzhou Winsen Electronics Technology Company have a carbon monoxide indicator below the test button, and the red and green indicators arranged in a vertical line above the test button. None of the CO detectors have a visible logo or brand name.

If you still have any of these products in your household, please immediately stop using them. To receive a ~~further full~~ refund, consumers should write "RECALLED" in ink on the detectors and provide photographic proof of ~~disposal of the~~ marked product ~~disposal that they have done so and disposed of the product~~ to Amazon at [mode of contact to be added prior to recall notice publication].

More details can also be found in the following Recall ~~ReleaseAlert~~: [LINK TO CPSC RECALL ~~RELEASEALERT~~].

If you have any questions, contact Amazon Customer Service at [~~Insert toll-free number and email address or website URL~~mode of contact to be added prior to recall notice publication].

The safety and satisfaction of consumers is our highest priority. We regret any inconvenience this may cause you.

Sincerely,
Customer Service
Amazon.com

www.amazon.com

[~~Insert toll-free number and email address or website URL~~Mode of contact to be added prior to recall notice publication]

Attachment B-3

[MONTH] 20254

IMPORTANT RECALL NOTICE – CERTAIN HANDHELD COMBINATION HAIR DRYERS

Dear Valued Customer:

Our records indicate that you purchased a combination hair dryer that is subject to a mandatory recall order of the U.S. Consumer Product Safety Commission (“CPSC”). The recalled hair dryers ~~may~~ lack an immersion protection device, posing a risk of electrocution, ~~and~~ shock and death to the user if the hair dryer comes into contact with water when plugged in.

The recalled hair dryers were sold ~~by the sellers/manufacturers identified below~~ on Amazon.com between June 2019 until March 2021 for between \$19 and \$70.

~~The CPSC has not contacted the Third Party Sellers for assistance in the implementation of this recall.~~ You may have previously received a voluntary safety notice and full refund credit from Amazon regarding this product. The prior notice requested that you stop using and dispose of the product, and to inform anyone to whom you may have given the product to stop using and dispose of the product. You are still eligible for a full refund if you follow the instructions in this notice and provide photographic proof of destruction.

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The hair dryers were sold in multiple colors and styles and/or with interchangeable brush heads. When turned on, air enters the hair dryers at the base of the handle, a heating element warms the air, and the air exits through openings along the length of the hairbrush. The products are designed to straighten, curl and wave hair. The hair dryers can be identified based on their seller/manufacturer on Amazon.com, which is also visible on your Amazon purchase confirmation. A list of the ~~sellers and manufacturers implicated in~~ hair dryers subject to this recall is available below.



Recalled OSEIDOO, SARCCH, Raxurt Store, Xianming, VIBOOS, LetsFunny, Bvser Store, GEPORAY, Miserwe, BEAUTIKEN, Admitrack, LANIC, Dekugaa Store and ADTZYLD hair dryer



Recalled Aiskki hair dryer



Recalled ADTZYLD and LEMOCA hair dryer



Recalled KENLOR, Romancelink and BZ hair dryer



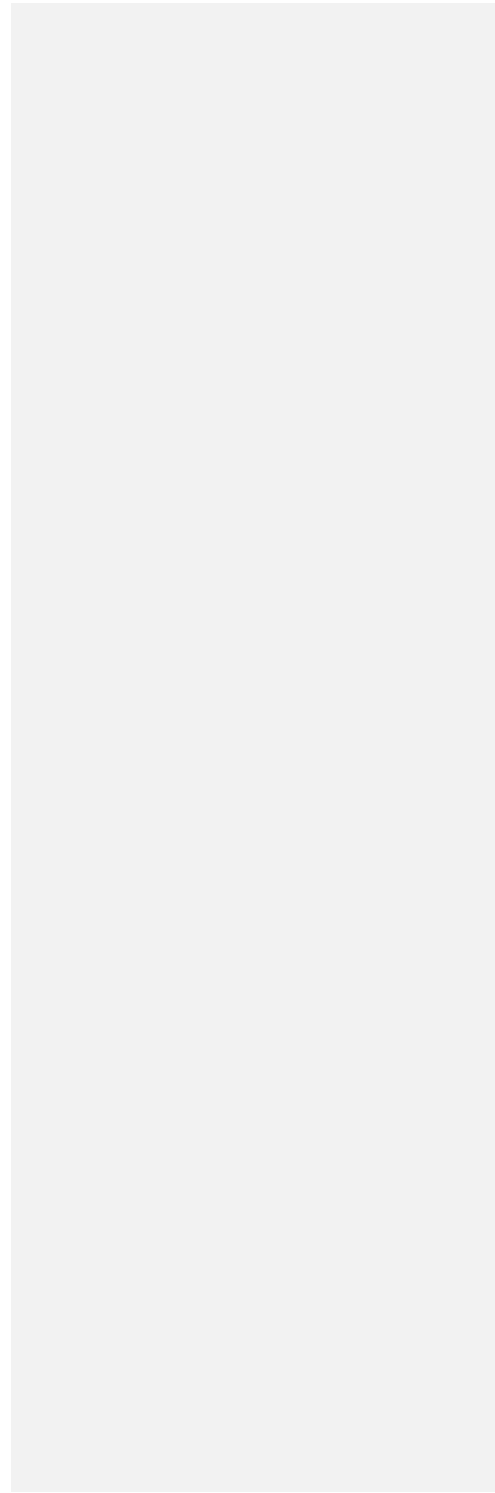
Recalled KIPOZI hair dryer



Recalled Ohuhu hair dryer



Recalled tiamo airtrack, SUNBA YOUTH STORE/Naisen hair dryer





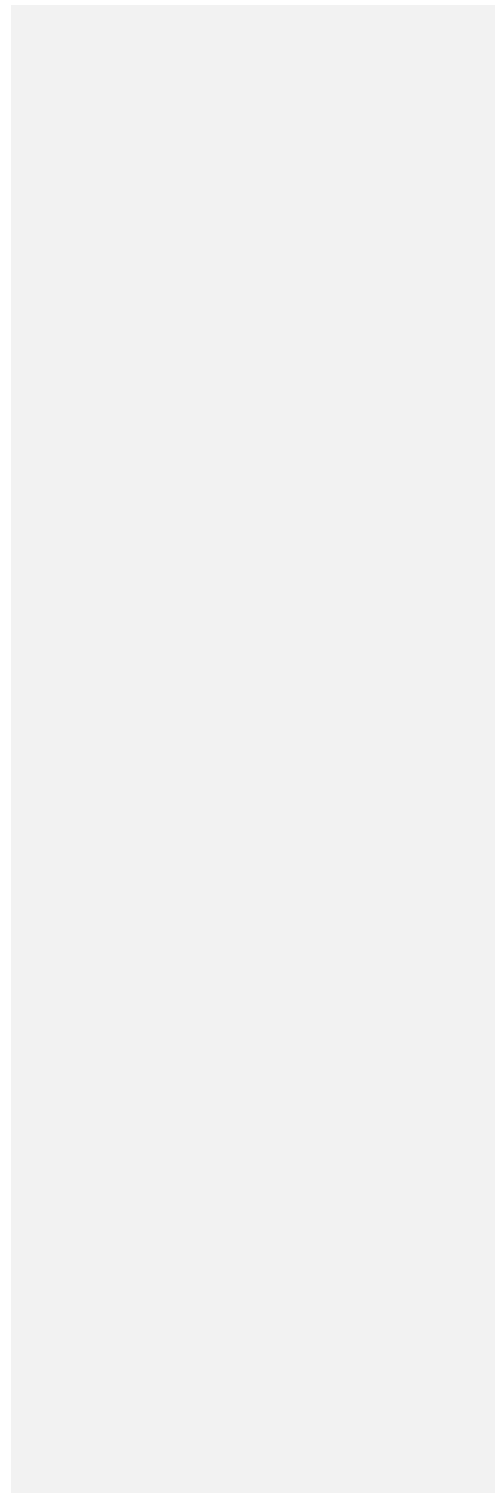
Recalled Techip hair dryer



**Recalled ELECDOLPH, TDYJWELL, Bownyo, Songtai, Surelang Store
Shaboo Prints hair dryer**



Recalled OWEILAN hair dryer





Recalled Bongtai hair dryer



Recalled Nisahok hair dryer

If you still have any of these products in your household, please immediately stop using them. To receive a ~~further full~~ refund, consumers should cut the cord of the hair dryer and provide photographic proof of ~~the~~ destruction to Amazon at [mode of contact to be added prior to recall notice publication].

More details can also be found in the following Recall ~~ReleaseAlert~~: [LINK TO CPSC RECALL ~~RELEASEALERT~~].

If you have any questions, contact Amazon Customer Service at [~~Insert toll-free number and email address or website URL mode of contact to be added prior to recall notice publication~~].

The safety and satisfaction of consumers is our highest priority. We regret any inconvenience this may cause you.

Sincerely,

Customer Service
Amazon.com

www.amazon.com

[Insert toll-free number and email address or website URL Mode of contact to be added prior to recall notice publication]

<u>Seller/Manufacturer</u>	<u>Hair Dryers</u>
Subject to this Recall:	
Admitraels	
ADTZYLD	
Aiskki	
BEAUTIKEN	
Bongtai	
Bownyo	
Bvser Store	
BZ	
Dekugan Store	
ELECDOLPH	
GEPORAY	
KENLOR	
KIPOZI	
LANIC	
LEMOCA	
LetsFunny	
Miserwe	
Nisahok	
Ohuhu	
OSEIDOO	
OWEILAN	
Raxurt Store	
Romaneelink	
SARCCH	
Shaboo Prints	
Songtai	
SUNBA YOUTH Store / Naisen	
Surelang Store	
TDYJWELL	
Techip	
tiamo airtrack	
VIBOOS	
Xianming	

Attachment C-1 – Third-Party Seller Notice

[MONTH] 2025~~4~~

IMPORTANT RECALL NOTICE – CHILDREN’S SLEEPWEAR GARMENTS

Dear [Name of Third-Party Seller]:

Our records indicate that you sold a children’s sleepwear garment that is subject to a mandatory recall order issued by the U.S. Consumer Product Safety Commission (“CPSC”). The CPSC may have previously asked you to conduct a voluntary safety recall of these children’s sleepwear garments. The bathrobes and pajamas fail to meet the flammability standards for children’s sleepwear, posing a risk of burn injuries [and](#) [death](#) to children.

The children’s sleepwear garments include the “HOYMN Little Girl’s Lace Cotton Nightgowns,” “IDGIRLS Kids Animal Hooded Soft Plush Flannel Bathrobes,” “Home Swee Boy’s Plush Fleece Robe Shawl Skull and Hooded Spacecraft Printed Soft Kids Bathrobe,” and “Taiycyxgan Little Girl’s Coral Fleece Bathrobe,” all sold on Amazon.com between June 2016 and February 2020 for between \$18 and \$31.



The HOYMN nightgowns were sold in white, blue, pink, and purple in both short sleeve and long sleeve versions. Both versions have a white lace trim around the neckline. The

nightgowns are made of 100% cotton, and the material, size, and washing instructions are printed in Chinese on a tag on the inside of the garment.



The IDGIRLS bathrobes were sold in yellow, blue, orange, pink and white. They have a hood with animal features such as face and ears, as well as a belt on the waist. A tag on the inside of the robe says “Flannel” and “KEEP AWAY FROM FIRE HEAT SOURCE” and also lists the size of the robe.



The Taiycyxgan bathrobes were sold in pink, green, brown, gray, red, white, cream, and yellow. They have a hood with cat whiskers and ears, as well as a belt on the waist. The robes are made out of 100% polyester, and the material composition, washing instructions and the robes' size are printed on a tag on the inside of the garment.



The Home Sweet bathrobes were sold with a “Minecraft Style Skull Print” where the background color is black, and the skulls are in white and gray. They also feature a belt on the waist. The robes are also made out of 100% polyester, and a tag on the inside of the robes lists their composition, washing instructions, the robes’ size, and the instruction to “KEEP AWAY FROM FIRE”.

Please immediately cease selling, importing, or distributing the recalled sleepwear. If you have recalled children’s sleepwear in your inventory, please destroy it immediately.

More details can be found in the following Recall [ReleaseAlert](#): [LINK TO CPSC RECALL [RELEASEALERT](#)].

If you have any questions, contact Amazon Seller Support at [mode of contact to be added prior to recall notice publication].

Thank you for your understanding.

Attachment C-2 – Third-Party Seller Notice

[MONTH] 2025

IMPORTANT RECALL NOTICE – CARBON MONOXIDE DETECTORS

Dear [Name of Third-Party Seller]:

Our records indicate that you sold a carbon monoxide detector (“CO detector”) that is subject to a mandatory recall order issued by the U.S. Consumer Product Safety Commission (“CPSC”). The CPSC may have previously asked you to conduct a voluntary safety recall of these CO detectors. The recalled CO detectors can fail to alert consumers to the presence of a hazardous level of carbon monoxide, posing a risk of ~~exposure to~~ carbon monoxide poisoning or death. Carbon monoxide (“CO”) is an odorless, colorless, poisonous gas. The recalled CO detectors were manufactured by WJZXTEK, Zhengzhou Winsen Electronics Technology Company and BQQZHZ and sold between February 2018 until November 2020 on Amazon.com for between \$14 and \$37.

The recalled CO detectors all have a round “Test” button in the middle of the unit, with three or four slashes for the speakers on the right and left of the test button.



The CO detector manufactured by BQQZHZ features a red “alarm” indicator and a green “power” indicator side-by-side between the test button and a carbon monoxide indicator screen.



The CO detector manufactured by WJZXTEK and the two detectors manufactured by Zhengzhou Winsen Electronics Technology Company have a carbon monoxide indicator below the test button, and the red and green indicators arranged in a vertical line above the test button. None of the CO detectors have a visible logo or brand name.

Please immediately cease selling, importing, or distributing the recalled CO detectors. If you have recalled CO detectors in your inventory, please destroy them immediately.

More details can be found in the following Recall [ReleaseAlert](#): [LINK TO CPSC RECALL [RELEASEALERT](#)].

If you have any questions, contact Amazon Seller Support at [mode of contact to be added prior to recall notice publication].

Thank you for your understanding.

Attachment C-3 – Third-Party Seller Notice

[MONTH] 2025~~4~~

**IMPORTANT RECALL NOTICE – HANDHELD COMBINATION
HAIRDRYERS**

Dear [Name of Third-Party Seller]:

Our records indicate that you sold a combination hairdryer that is subject to a mandatory recall order issued by the U.S. Consumer Product Safety Commission (“CPSC”). The CPSC may have previously asked you to conduct a voluntary safety recall of these hair dryers. The recalled hairdryers do not have an immersion protection device, meaning they pose a risk of electrocution, ~~and~~ shock and death to the user if the hair dryer comes into contact with water when plugged in.

The recalled hair dryers were sold on Amazon.com between June 2019 until March 2021 for between \$19 and \$70.

The hair dryers were sold in multiple colors and styles and/or with interchangeable brush heads. When turned on, air enters the hairdryers at the base of the handle, a heating element warms the air, and the air exits through openings along the length of the hairbrush. The products are designed to straighten, curl and wave hair. The hair dryers can be identified based on their seller/manufacturer on Amazon.com, which is available below.



**Recalled OSEIDOO, SARCCH, Raxurt Store, Xianming, VIBOOS, Lets
Funny, Bvser Store, GEPORAY, Miserwe, BEAUTIKEN, Admitrack, LANIC,
Dekugaa Store and ADTZYLD hair dryer**



Recalled Aiskki hair dryer



Recalled ADTZYLD and LEMOCA hair dryer



Recalled KENLOR, Romancelink and BZ hair dryer



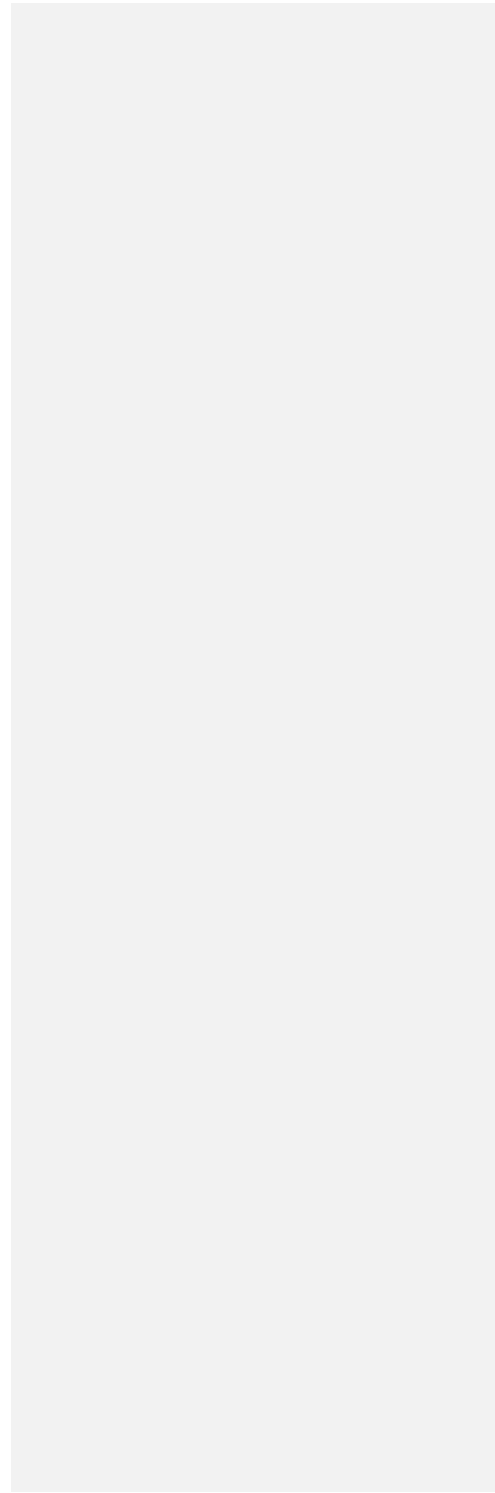
Recalled KIPOZI hair dryer



Recalled Ohuhu hair dryer



Recalled tiamo airtrack, SUNBA YOUTH STORE/Naisen hair dryer





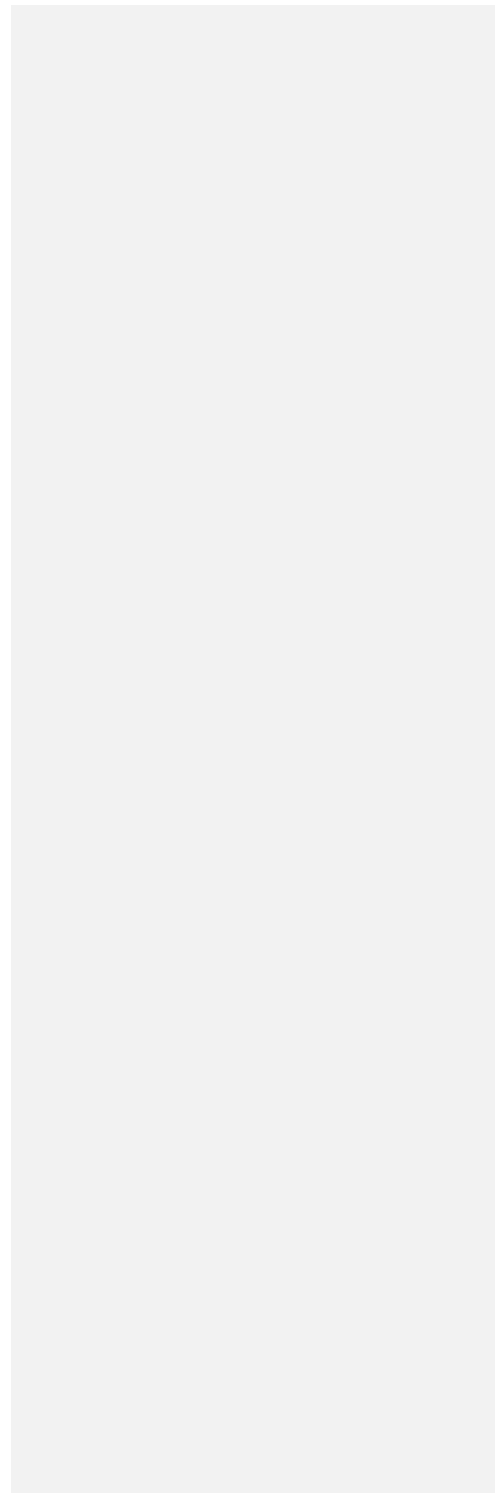
Recalled Techip hair dryer



**Recalled ELECDOLPH, TDYJWELL, Bownyo, Songtai, Surelang Store
Shaboo Prints hair dryer**



Recalled OWEILAN hair dryer





Recalled Bongtai hair dryer



Recalled Nisahok hair dryer

Please immediately cease selling, importing, or distributing the recalled hair dryers. If you have recalled hair dryers in your inventory, please destroy them immediately.

More details can be found in the following Recall [ReleaseAlert](#): [LINK TO CPSC RECALL [RELEASEALERT](#)].

If you have any questions, contact Amazon Seller Support at [mode of contact to be added prior to recall notice publication].

Thank you for your understanding.