



EVERGREEN SUBSCRIPTION
ORGANIZATION

March 27, 2026

The Honorable Daryl Andrew Deshotel

RE: Industry Opposition to HB 750

Chair Deshotel and Distinguished Members of the House Commerce Committee:

We at the Evergreen Subscription Organization appreciate the opportunity to provide feedback on HB 750. While we support strong, commonsense consumer protections in the automatic renewal marketplace, we must respectfully oppose the bill as currently drafted due to several provisions that would undermine consumer convenience, create unnecessary compliance burdens, and deviate from widely accepted national standards.

Support for Core Consumer Protections

We strongly support ensuring that Louisiana consumers benefit from the same core protections adopted in most states, including:

- A cost-effective, timely, and easy-to-use cancellation mechanism;
- Clear and conspicuous notice of automatic renewal terms in proximity to the consent mechanism;
- Affirmative consent to the contract;
- A retainable acknowledgment containing cancellation information; and
- Cancellation methods that are as easy as enrollment, particularly in electronic contexts.

These protections strike the appropriate balance between transparency and usability, while preserving the convenience that consumers expect from automatic renewals.

Concerns with Reminder Notice Requirements

HB 750 includes reminder notice provisions that go well beyond the norm and would ultimately undermine the purpose of automatic renewals. By referencing the requirement to obtain express affirmative consent again, the bill appears to require consumers to re-opt into services rather than simply receive a reminder with cancellation instructions. This fundamentally alters the nature of automatic renewals and risks service interruptions, loss of favorable pricing, and other unintended consumer harms.

Additionally:

- The bill requires reminders for all contracts, whereas most states only require them for terms of one year or longer.
- The proposed 25–45 day notification window is an outlier; most states use 15–45 days or 30–60 days.
- Requiring annual reminders regardless of contract length will contribute to “notice fatigue” and may be perceived as mandated spam.

We recommend aligning with the prevailing state approach by limiting reminder requirements to contracts of one year or more and adopting a standard notification window.

Data Retention and Privacy Concerns

The bill’s requirement to retain records of consumer consent for three years, or one year after termination, conflicts with widely accepted data minimization principles. This requirement introduces unnecessary privacy risks and is not standard practice in other automatic renewal laws. Companies should maintain records sufficient to demonstrate compliance, but additional retention mandates for former customers serve no legitimate purpose.

Disclosure Requirements

HB 750 requires disclosure of all cancellation methods prior to confirming billing information. Most states require disclosure of “one or more” methods. Requiring all methods may overwhelm consumers with irrelevant information depending on the platform they are using, thereby reducing clarity rather than enhancing it.

Payment Models and Cancellation

The bill’s requirement to “immediately stop recurring charges” fails to account for common, consumer-friendly installment models. Many consumers choose discounted

annual commitments billed monthly. Other states address this by clarifying that cancellation applies to the automatic renewal, not necessarily to agreed-upon payment obligations. We recommend similar clarification here.

Cancellation Mechanism Challenges

While we support easy cancellation, requiring that cancellation be conducted through the same medium used for enrollment could create unintended burdens—particularly for in-person transactions. A more consumer-friendly and flexible standard, used in other states, allows cancellation through the medium “customarily used to interact with the consumer,” including online or toll-free options.

Definition of “Clear and Conspicuous”

The bill introduces vague and subjective language prohibiting any content that could “interfere with” or “undermine” consent. This standard is unclear and unnecessary, as businesses already have strong incentives to present terms clearly. Established definitions at the state and federal level provide sufficient guidance without introducing ambiguity that may lead to inconsistent enforcement.

Missing Standard Exemptions

The bill omits common exemptions for entities regulated by bodies such as the Public Service Commission (PSC), Public Utility Commission (PUC), Federal Communications Commission (FCC), and Federal Energy Regulatory Commission (FERC). These entities are already subject to extensive oversight, and service disruptions in these sectors can have significant consequences for consumers.

Overbroad Enforcement Mechanism

Finally, the inclusion of a private right of action is disproportionate to the potential harm addressed by the bill. Evidence demonstrates that such provisions primarily benefit attorneys rather than consumers and can lead to costly litigation. This, in turn, may discourage businesses from offering automatic renewal options that consumers value for their convenience.

Conclusion

We support legislation that preserves the convenience of automatic renewals while providing clear, effective consumer protections. However, the outlier provisions in HB 750 would impose unnecessary costs on Louisiana businesses, create compliance complexity, and ultimately reduce the availability of these popular services.

We respectfully urge the legislature to revise HB 750 to align with widely adopted national standards and remove the provisions outlined above.

Thank you for your time and consideration.

Sincerely,

Dustin Brighton

Executive Director
Evergreen Subscription Organization