May 4, 2026

Department of Consumer and Worker Protection
42 Broadway
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rulecomments@dcwp.nyc.gov
Submitted via http://rules.cityofnewyork.us

Re: Click to Cancel Proposed Rule

Dear Commissioner Levine,

I am a law professor who studies, writes about, and long practiced, consumer protection law. [1] I write in my personal capacity to respond to DCWP's proposed Click-to-Cancel rule. I applaud the Department for taking this opportunity to update the City's consumer protection regulations to address negative option contracts, which are an ongoing source of frustration and loss for consumers across the digital and brick-and-mortal consumer economies. While negative option contracts have their beneficial uses, I am pleased that the Department has decided to address the real consumer harm that can come from misuse of this ever-spreading business model.

The proposed rule is an important one. The problem of abusive negative-option consumer contracting practices is rampant. The industry has grown to include not just pre-notification negative option plans (think Book-of-the-Month Club), but now also continuity plans (under which consumers agree to receive periodic delivery of goods or services until the consumer cancels the contract), automatic renewal agreements (under which a subscription provider automatically renews a consumer's subscription each time it expires, until the consumer cancels), and – a particular sore spot for many consumers—free-to-pay and fee-to-pay trial conversions (where the consumer's free or low-cost trial automatically converts to a paid continuity plan or an automatic renewal agreement). Negative option marketing has become a mainstay of fly-by-night grifters and major industry actors alike, necessitating further Department action to better protect both consumers and good-faith industry competition.

I. Scope of the issue

In 2022, the FTC issued a staff report on "dark patterns,"[2] which provides an excellent overview of many of the specific practices that some participants in industry use to mislead and take unfair advantage of consumers' predictably limited time and attention. (Although the report

[1] *See* Kaitlin Caruso & Prentiss Cox, *Silence as Consumer Consent: Global Regulation of Negative Option Contracts,* 73 Am. U. L. Rev. 1611, 1624-39 (2024).
[2] FTC Staff Report, Bringing Dark Patterns to Light (Sept. 2022).

is not exclusively about negative option contracting arrangements, it is no coincidence that subscriptions come up so often—the harmful patterns identified are pervasive in the negative option space.[3]) Many of the specific practices are well-characterized by the report's invocation of a "Roach Motel"—easy to enter, nearly impossible to leave.[4]

Too easy to "sign up." Sellers have strong incentives to make it easy for consumers to sign up for ongoing or recurring financial commitments: subscriptions can offer more, and more stable, revenue. That is fine—if the consumer actually means to sign up. With alarming frequency, however, sellers make it hard to avoid signing up that consumers don't realize that is what they are doing.[5] For example, a consumer may believe that she is getting a free trial or making a one-time purchase online, but miss the fine print on the website that she is signing up for an expensive recurring transaction.[6] That fine print could be easy to miss by design—it may be hidden on another linked page, or in a small font and a barely detectable color at the bottom of the webpage.[7] There may be a button or a check box indicating that the consumer "agrees" to the subscription—but the button can be confusingly worded, or the box could be pre-checked and easy to miss in an online checkout process.[8]

Signing up for goods or services in person is not necessarily better—consumers may be at the mercy of whatever the salesperson says and then rushed through the sign-up process without adequate time to review whatever boilerplate paperwork they receive. Alternatively, a consumer could know that they are signing up for a recurring charge but not realize that it is much more expensive than the "teaser" price that they think they are agreeing to.

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[3] *See, e.g.* Fadzai Emmah Nembaware & Sonia Sousa, *Dark patterns in subscription service cancellation processes*, ECCE '25: Proceedings of the 36th Annual Conference of the European Association of Cognitive Ergonomics (2025), available at https://dl.acm.org/doi/10.1145/3746175.3746211; Julianna Surkin, *Documenting and Deconstructing Dark Patterns and Asymmetry In Online Subscription Processes,* Honors thesis, U.N.C. Chapel Hill (2024), available at https://doi.org/10.17615/qt1w-x553.

[4] See, e.g., Ashley Sheil et al., *Staying at the Roach Motel: Cross-Country Analysis of Manipulative Subscription and Cancellation Flows*, 298 Proceedings of the 2024 CHI Conference on Human Factors in Computing Systems 1 (2024).

[5] *See, e.g.* FTC et al. v. Uber Tech. Inc., Case No. 4:25-cv-03477-JST (N.D. CA) Am. Cplt. ¶ 4 (FTC and Alabama, Arizona, California, Connecticut, Illinois, Maryland, Minnesota, Michigan, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Virginia, West Virginia, Wisconsin, and Washington, D.C suing Uber for signing consumers up for a subscription they didn't intend to sign up for).

[6] *See, e.g.* Pennsylvania v. American Mint, LLC, Case No.: 2021-03063 (Cum. Cty. Ct. of Common Pleas), final decree available at https://www.attorneygeneral.gov/wp-content/uploads/2025/10/Final-Executed-CP-Comm-v-American-Mint-1.pdf.

[7] *See, e.g.* In re Equinox Group, LLC et al, Assurance No. 24-099 (2024) (New York AG assurance of voluntary compliance), *available at* https://ag.ny.gov/sites/default/files/settlements-agreements/equinox-group-llc-assurance-of-discontinuance-2025.pdf

[8] FTC v. Amazon, Case No. 2:23-cv-0932 (W.D. Wash. Sept. 25, 2025) (consumer had to check "no thanks, I don't want free shipping").

Too hard to cancel. Even if consumers know what they are getting into when they sign up, they reasonably expect to be able to cancel in a straightforward way. That is far from the rule in practice, however.[9] Some businesses make it hard to cancel by designing a cancellation pathway that is far more limited, and time-consuming, than the sign-up process.[10] Online, consumers may have to navigate through a series of pages and sub-pages to cancel, many of which may be double-negatives or worded in similarly confusing ways.[11] A brick-and-mortar business may allow consumers to sign up for a membership online or by phone, but require them to come in person (during specified business hours) to cancel, or to send (unnecessarily expensive and inconvenient) registered mail to an address buried somewhere in the fine print of their enrollment contract.[12]

Even if consumers theoretically can cancel by phone, unscrupulous sellers may still try to deter cancellation by making it time-consuming and frustrating.[13] Customers trying to cancel may have to call a different number, which has limited hours or long wait times.[14] If they get through to a person, the consumer may have to sit through and decline a seemingly interminable series of alternative sales pitches ("save" attempts) before actually being allowed to cancel.[15] And if they make it through all that, the consumer may learn that they are still going to be charged, because the cancellation deadline was unreasonably far in advance from the renewal date or the date on which the next charge is to be applied.[16] (This last practice is particularly pernicious for negative option programs that renew annually rather than monthly—consumers pay a larger amount annually, subject to unnecessarily punitive cancellation fees if they miss the deadline.)

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[9] Los Angeles Dist. Atty., *HelloFresh to Pay $7.5 Million for Deceptive Subscription Practices in Consumer Protection Lawsuit* (Aug. 18, 2025), https://da.lacounty.gov/media/news/hellofresh-pay-75-million-deceptive-subscription-practices-consumer-protection-lawsuit.

[10] *See, e.g.* FTC et al. v. Uber Tech. Inc., Case No. 4:25-cv-03477-JST (N.D. CA), Am. Cplt. ¶ 5.

[11] *See, e.g.* FTC v. Chegg, Case 5:25-cv-07827 (N.D. CA Sept. 15, 2025).

[12] *See, e.g.* FTC v. Fitness Int'l, LLC, No. 8:25-cv-01841 (C.D. Cal. Aug. 20, 2025).

[13] See, e.g., Ashley Sheil et al., *Staying at the Roach Motel: Cross-Country Analysis of Manipulative Subscription and Cancellation Flows*, 298 Proceedings of the 2024 CHI Conference on Human Factors in Computing Systems 1 (2024).

[14] See, e.g., *AG Schwalb Secures Refunds for DC Consumers Improperly Charged Subscription Fees by Online Underwear Retailer "Adore Me"* (Jun.16, 2023) (a multi-state settlement, alleging inter alia chronically understaffed customer service), https://oag.dc.gov/release/ag-schwalb-secures-refunds-dc-consumers-improperly. A copy of one of the settlement documents is available here: https://oag.dc.gov/sites/default/files/2023-06/Adore-Me-DC-Final-Signed-AVC-6-15-23-.pdf.

[15] *See, e.g.* New York v. SiriusXM Radio Inc., Index. No. 453325/2023 (N.Y. Cty. Nov. 21, 2024), final decision and order available at https://ag.ny.gov/sites/default/files/decisions/453325_2023_people_of_the_state_of_v_people_of_the_state_of_decision_order_on_188.pdf.

[16] *See, e.g.* Pennsylvania v. TFG Holding, Inc. (Allegheny Cty. Ct. of Comm. Pleas)(2025) (part of a multi-state settlement with a closing subscription company). The assurance of voluntary compliance is available here: https://www.attorneygeneral.gov/wp-content/uploads/2025/10/Executed-PA-AVC-for-Filing-JustFab-1.pdf.

Indefinite auto-renewal. Finally, subscriptions may go on well after the consumer has forgotten that they signed up (assuming that they ever knew at all).[17] Some negative option contracts are for services that consumers are expected to interact with regularly—by logging into play a game online, for example, or by showing up to the gym. Many sellers of those services keep track of user activity for their own business purposes. Despite that—despite knowing full well that consumers are not using the service and may have forgotten about the subscription (if they ever knew about it)—some of these sellers are perfectly happy to go on charging the consumer indefinitely and never having to provide the consumer with any benefit at all. They may not make any genuine effort to remind the consumer that the subscription exists or discontinuing charges for obviously long-term dormant accounts.

II. Need for further regulation

The need for this rule is evidenced by the number of jurisdictions that have felt the need to take action to address these consumer abuses, and how often they have had to revisit the issue to address businesses' evolving strategies to manipulate consumers. More than thirty states have adopted laws regulating automatic renewal of consumer contracts (some generally, some on an industry-by-industry basis, and many both). States that have adopted or amended their laws effective just since the start of 2024 include:

- Arkansas[18]
- California[19]
- Colorado[20]
- Connecticut[21]
- Georgia[22]
- Maine[23]
- Maryland[24]
- Minnesota[25]
- New York[26]
- South Carolina[27]

[17] See, e.g. Liran Einav, Benjamin Klopack & Neale Mahoney, *Selling Subscriptions*, 115 Am. Econ. Rev. 1650 (May 2025) (examining and attempting to quantify some of the effect of consumer inattention on unwanted subscriptions), available at https://www.aeaweb.org/articles?id=10.1257/aer.20231612.
[18] Act 652 of 2025 (codified at Ark. Code Ann. §4-86-112).
[19] Cal. Ch. L. 515 (2024) (amending Cal. Bus. & Prof. Code §§ 17601-17602).
[20] Colo. Sess. Laws 2025, Ch. 368 (2025) (amending Colo. Rev. Stat. § 6-1-732)
[21] Conn. Pub. L. No. 25-44, §7 (2025).
[22] 2023 Ga. Laws 336,§ 1 (codified at GA Code § 10-1-439.9).
[23] Me. P.L.2025, ch. 376 (amending 10 Me. Rev. Stat. §1210-C).
[24] 2025 Md. Laws ch. 204 (2025) (to be codified at §14–1328 et seq.)
[25] Minn. Sess. L. Ch. 114, Art. 3 (2024) (codified at Minn. Stat. § 325G.56 et seq.)
[26] 2025 N.Y. Laws ch. 58, Part W (amending N.Y. Gen. Bus. Law § 527-a)
[27] S.C. Act No. 159 of 2024 (codified at S.C. Code § 38-78-55).

- Tennessee[28]
- Utah[29]
- Virginia[30]

Massachusetts similarly changed its law on automatically renewing contracts by Attorney General regulation under that Office's UDAP powers, effective in September 2025.[31] As your Commissioner well knows, the federal government also adopted a click-to-cancel rule in 2024, though it was struck down by the Eighth Circuit on unrelated procedural grounds. The FTC has since renewed that rulemaking effort.[32]

This demonstrates the bipartisan nature of the action relating to automatic renewal laws, and the sweeping way in which abuses of automatically renewing contracts have hurt consumers nationwide. This ongoing activity demonstrates that current regulations have been insufficient to stem the tide of consumer abuse and that more action is needed. Even to the extent that the proposed rule mirrors the current requirements of N.Y. Gen. Bus. Law §§ 527 and 527-a, it is important—it will give the city a mechanism to directly to respond to businesses that hurt consumers (and their above-board competitors) by unfairly trapping consumers in endless subscription cycles.[33]

III. The justification for the proposed rule

Under the Charter and Administrative Code, the Commissioner's rulemaking power includes the ability to "defin[e] specific deceptive or unconscionable trade practices."[34] The kinds of abuses that consumers regularly face regarding subscription contracts comfortably fit into both categories.

The Code's definition of deceptive trade practice includes "[a]ny false … or misleading oral, written, digital, or electronic statement, visual description or other representation or omission of any kind made in connection with the [offering or] sale … of consumer goods or services," including using ambiguity or misrepresentation regarding a material fact if it tends to deceive consumers, or offering goods or services but failing to disclose adequately all the material conditions of the offer.[35] Many consumer complaints—even in the comments in response to this proposed rule-- indicate that consumers find themselves paying time and again, when they did not intend to sign up for a recurring transaction, and in some cases did not mean to

[28] Tenn. Pub. Ch. 835 (2024) (amending Tenn. Code §47-18-133)
[29] Utah H.B. 174 (codified at Utah Code § 13-70-101 et seq., effective Jan. 1, 2025)
[30] Va. Ch. 452/2024 (amending *inter alia* Virginia Code § 59.1-207.45).
[31] 940 Code of Mass. Regs. §38.00.
[32] As such, the proposed rule would "supplement," but "not be inconsistent with the rules, regulations and decisions of the federal trade commission," and the statutes that it enforces relating to automatic renewal laws. N.Y.C. Ad. Code. § 20-702.
[33] N.Y.C. Charter § 2203(f), (h).
[34] N.Y.C. Ad. Code. § 20-702. *See also* N.Y.C. Charter § 2203(f) (general rulemaking power).
[35] N.Y.C. Ad. Code. § 20-701(a).

engage in any transaction at all. Failing to disclose that a transaction will lead to an indefinitely recurring charge on a consumer's account —or disclosing in a way that is hard to discern, ambiguous, or buried in fine print—certainly seems to satisfy the Code's definition of a deceptive trade practice.

The Code further defines an unconscionable practice as one which (again in connection with the offering or sale, etc. of a consumer good or service) "unfairly takes advantage of the lack of knowledge, ability, experience or capacity of a consumer; or results in a gross disparity between the value received by a consumer and the price paid, to the consumer's detriment."[36] Again, much of the conduct that consumers complain about, and which is targeted by the proposed rule, fits comfortably within this definition. Particularly when businesses rely on "dark patterns" to predictably manipulate consumer behavior by obscuring or downplaying vital information or creating unnecessarily cumbersome cancellation mechanisms, they are preying on the predictable capacities and limitations of consumers, and the common experience of subscription fatigue. (That is even apart from the impact that certain dark patterns may disproportionately have on some marginalized or vulnerable consumers.[37]) These businesses deliberately keep taking consumer money month after month, knowing full well that many of their consumers do not want to pay anymore—if they ever did. If a consumer did not mean to sign up for a recurring transaction, or wishes to cancel it but cannot, there is an inherent gross disparity between the value the consumer is getting out of the exchange and the price that they are paying for it.

IV. Suggested modifications to the proposed rule

Below, I offer suggestions for ways that the rule can be strengthened. I recognize that the text of the proposed rule is designed to be consistent with GBL §§ 527 and 527-a, presumably to reduce the risk of preemption litigation. It bears noting, however, that this is not an area in which strengthening consumer protections should prompt a court to find that New York City's rule is preempted. Of course, New York City has long been plagued by the language in *Wholesale Laundry* regarding when local regulation is "inconsistent with" a general law, and thus ultra vires: "Generally speaking, local laws which do not prohibit what the State law permits nor allow what the State law forbids are not inconsistent… where the extension of the principle of the State law by means of the local law results in a situation where what would be permissible under the State law becomes a violation of the local law, the latter law is unauthorized."[38]

Later cases, including from the Court of Appeal, however, have acknowledged that the *Wholesale Laundry* formulation is overbroad. "If [it] were the rule, the power of local

[36] N.Y.C. Ad. Code. § 20-701(b).
[37] *See* Kaitlin Caruso & Prentiss Cox, *Silence as Consumer Consent: Global Regulation of Negative Option Contracts,* 73 Am. U. L. Rev. 1611, 1633-38 (2024).
[38] Wholesale Laundry Bd. of Trade v. City of New York, 17 A.D.2d 327, 329-30 (1st Dept. 1962), *aff'd* 12 N.Y.2d 998 (1963)

governments to regulate would be illusory. Rather, the general principle set forth in *Wholesale Laundry* applies only when the Legislature has 'evidenced a desire that its regulations should pre-empt the possibility of varying local regulations.'"[39] While the provisions of the General Business Law relating specifically to Health Club Contracts exhibit that kind of preemptive intent,[40] the text of GBL § 527 and § 527-a do not. Accordingly, the City should not be understood as being precluded from regulating in a way that is more particularized, and therefore potentially more restrictive, than the state standard, so long as the local regulation does not clearly contradict the mandates of state law.[41]

If the Department and Commissioner feel constrained to hew extremely closely to the proposed text of the rule as a matter of local administrative law, I suggest that the Department consider further development of the standard in a subsequent rulemaking.

a. Require consent before a "free" trial can charge

Currently, the proposed rule provides extra protections where a consumer signs up for a free trial period or a "free" gift, to be followed by a paid, continuous or automatically renewing contract obligation. There are two primary ways I would recommend expanding upon these protections.

The first is to extend the protections not just to "free" trials or gifts, but also to nominal-cost ($1) or reduced-price periods. From a policy perspective, if you are allowing the business to collect payment information when a consumer first signs up, and then charge them at the end of the trial period, it should not make a material difference whether the consumer is getting something marketed as "free" as opposed to being marketed as something that is steeply discounted. Moreover, if the rule targets only free trials, it will be too easy for a seller to circumvent those protections by attaching a nominal price- $.01 or above.

The more dramatic step, but one worth taking, would be to outright prohibit businesses from transitioning from a free or nominal-cost trial to a paid subscription without obtaining customer consent *at the end of the trial period*. This would limit sellers' ability to take unfair advantage of the average consumer's limited time and attention span—particularly by manipulating the duration and terms of the trial period capitalize on limited consumer attention. This is not unheard-of. For example, Quebec has essentially adopted such a requirement.[42]

Opponents of such a rule tend to describe it as banning free trials, but it does not do that—it permits them, so long as the business obtains confirmation from the consumer *after t*he trial period, rather than at the start. Any suggestion that this will dramatically reduce the

[39] New York State Club Ass'n, Inc. v. City of New York, 69 N.Y.2d 211, 221, 505 N.E.2d 915, 920 (1987), aff'd, 487 U.S. 1, 108 S. Ct. 2225, 101 L. Ed. 2d 1 (1988) (citation and quotation omitted).
[40] N.Y. Gen. Bus. L. § 631
[41] Jancyn Mfg. Corp. v. Suffolk Cnty., 71 N.Y.2d 91, 100, 518 N.E.2d 903, 907 (1987).
[42] Consumer Protection Act, CQLR, c. P-40.1, s. 230.

availability or profitability of free trials is something of an own-goal—if the business is really offering something that consumers value, why should it make a difference when it obtains the consumer consent?

b. Require businesses to cancel dormant accounts

I also suggest addressing a particularly pernicious problem that has surfaced across the negative option landscape: dormant accounts. There are some negative option-type relationships in which a seller reasonably may not expect to hear from the buyer on a regular basis, other than to provide payment—insurance contracts, for example. For others—especially negative option service contracts—the idea behind the service is that the consumer will interact with it (log in, play, appear in person, etc.) with at least some regularity. The Department should require that, for these contracts, if the seller keeps any record of customer interaction for its own purposes (like marketing or product development)[43] it must also send reminders to consumers who do not interact with that service for an extended period of time—and ultimately stop charging the consumer if they continue not to respond or engage. Allowing these agreements to continue indefinitely, even when a business knows full well that the consumer is not benefitting from them, satisfies the Department's definition of unconscionability: there is every reason to believe that a consumer who is not using the service, and has not been for an extended period of time, is not getting value that remotely corresponds to whatever they are paying.

There is precedent for such an approach. Authorities in the UK, for example, imposed such a requirement as a condition of settling investigations against online gaming companies.[44] This kind of substantive protection seems most appropriate for things a consumer might easily forget that they signed up for (or not realize they signed up for in the first place). Online gaming and similar products come to mind, as do fitness and gym memberships and related services.[45]

c. Be more specific about prohibited "saves"

In section § 5-110.1(e)(2) of the proposed rule, the Department would regulate the extent to which businesses can use "save" attempts to delay or derail consumer attempts to cancel, by subjecting them to a barrage of discount and similar offers. I applaud the Department for taking

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[43] By limiting the obligation to businesses who maintain use or access data for their own purposes, the Department can limit any unnecessary compliance costs to small or unsophisticated businesses. If, however, the business actively monitors consumer utilization for its own business purposes, it should also have to use that information to protect consumers from unlimited charges.

[44] UK Competition & Market Auth., *CMA Welcomes Sony and Nintendo's Gaming Subscription Improvements,* Gov.UK (Apr. 13, 2022), https:/ /www.gov.uk/ government/ news/ cma-welcomes-sony-and-nintendo-s-gaming-subscription-improvements; 155. MICROSOFT LTD., *Undertaking to the Competition and Markets Authority Under-Section 219 of the EA02* (Jan. 20, 2022), https://assets.publishing.service.gov.uk/ media/ 6lfl2142e90e0703731 d3ba8/Microsoft_Limited_-_Undertakings_-_20_January_2022.pdf.

[45] Regarding health clubs, however, the city may not be at liberty to depart from the state law requirements. N.Y. Gen. Bus. L. § 631.

on this pernicious and widespread practice. Of course, a "save" attempt is not unconscionable or deceptive in every case—a consumer might truly enjoy, for example, the magazine subscription, but believe that it is too expensive. For that consumer, a "save" that makes the subscription more affordable for a year may be a significant boon. At the same time, making all consumers sit through a seemingly interminable series of save offers before they are allowed to cancel a negative option agreement is the kind of "sludge"[46] or "dark pattern"[47] that a sellers use to make cancellation so time consuming, cumbersome, and frustrating that consumers will give up and decide it isn't worth the fight.

I would encourage you, however, to be more prescriptive in your regulation of save attempts. Rather than merely prohibiting businesses from, "presenting the consumer with a discounted offer, retention benefit or information regarding … while imposing unreasonable or unlawful conditions upon the consumer's ability to cancel, refusing to acknowledge, obstructing or unreasonably delaying the cancellation requested," the Department should permit businesses to make one—and only one—save attempt. Unless the consumer affirmatively responds yes, they would like a discount offer or to hear more about membership benefits, the seller must proceed to cancel the transaction. (An alternative formulation would require the seller to cancel the subscription immediately, but allow them to ask a follow up question to the consumer, offering to re-start the subscription at a lower price.)

d. Explain how the language access requirements of N.Y.C. Ad. Code. § 20-701(a) interact with the click-to-cancel rule.

The Administrative Code already includes some key protections regarding the language of negotiation and disclosure in consumer transactions.[48] Although any reasonable reader of the proposed rule in conjunction with the prohibition in § 20-701(a)(10) should understand as much, it may be beneficial to be explicit in the text of the rule itself that all required disclosures, reminders, and evidence of consent must be in the language in which the transaction is primarily carried out (including, for example, if the transaction is a click-through from an ad in a covered language, all relevant information must be readily accessible in that language). It should also be part of the defined unfair or deceptive practice to force consumers attempting to cancel a transaction to engage in any language other than the one that they were targeted for sign-up in or enrolled using, or to require consumers to use a different and less advantageous cancellation mechanism to cancel if they rely on a language other than English.

[46] Roger Dooley, *You Can't Nudge If You've Got Sludge,* Forbes.com (Sept. 29, 2021), https://www.forbes.com/sites/rogerdooley/2021/09/29/you-cant-nudge-if-youve-got-sludge/
[47] FTC Staff Report on Dark Patterns and Enforcement Policy Statement on Negative Option Marketing, 86 Fed. Reg. 60822 (Nov. 4, 2021).
[48] N.Y.C. Ad. Code. § 20-701(a).

Thank you for the opportunity to submit my views on this important Rule.

Sincerely,

Kaitlin A. Caruso
Associate Professor of Law
University of Maine School of Law

I provide this affiliation for identification purposes only. I offer this comment in my personal capacity and do not speak for my institution of affiliation.