

Before the  
**FEDERAL TRADE COMMISSION**  
**Washington, D.C. 20552**

Petition for Rulemaking of Consumer  
Federation of America and the American  
Economic Liberties Project

Docket No. FTC-2025-0792

**COMMENTS OF**

California Advocates for Nursing Home Reform  
Center for Responsible Lending  
City of Chicago  
Community Legal Services in East Palo Alto  
Consumer Action  
Contra Costa Senior Legal Services  
Demand Progress Education Fund  
Electronic Privacy Information Center  
National Consumer Law Center  
National Association of Consumer Advocates  
National Consumers League  
Katherine & George Alexander Community Law Center, Santa Clara University  
Oregon Consumer League  
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Via electronic filing  
January 2, 2026

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## INTEREST OF THE FILERS

The sixteen signatories to this comment are organizations and entities hailing from coast to coast that advocate for economic justice. All signatories have a strong interest in protecting Americans from manipulative marketing and sales tactics, including recurring subscriptions and autorenewals, that deceive people into paying for products and services that they no longer want or never requested. Some of the signatories are national and state nonprofit organizations that provide direct legal services to consumers and borrowers who face debt collection lawsuits or who have fallen victims to scams, elder fraud, and corporate deception. Others represent the interests of their communities through litigation and policy advocacy. One is a municipality that enforces consumer protection laws to safeguard its residents from commercial fraud and abuse, including unwanted subscriptions.

Accordingly, the undersigned entities, on behalf of the communities they represent, have a strong and abiding interest in the Federal Trade Commission reviving its landmark Click to Cancel rule that it finalized in November 2024 (the “2024 Rule)<sup>1</sup> but was struck down last year by the Eighth Circuit Court of Appeals.<sup>2</sup> We therefore support the petition filed by the Consumer Federation of America and the American Economic Liberties Project to renew its negative option rule<sup>3</sup> and urge the Commission to swiftly grant the petition and reopen rulemaking.

## INTRODUCTION

Subscription traps, or those pesky schemes where companies trick customers into paying for a good or service on a recurring basis and then make it impossible to get out of, are ubiquitous in the American economy. Subscriptions in consumer markets topped \$722 billion in 2025 and are estimated to grow by 68 percent over the next four years to reach an astounding \$1.2 trillion in revenue for businesses by 2030.<sup>4</sup> That is more than the annual GDP of some G20 countries.<sup>5</sup> Yet while subscriptions may be a cash cow for businesses, they are often a scam for their customers. According to one survey this year, four out of five U.S. adults have paid for one or more subscriptions each year and spend over \$1,000 annually—including \$200 a year on subscriptions they do not use.<sup>6</sup> Unwanted subscriptions suck money out of people’s pockets for products and services they do not want at a time when basic household expenses like rent, utilities, and groceries continue to squeeze Americans’ bottom lines.

Consumers and small businesses therefore have an urgent and significant need for clear federal protections against abusive subscription traps. In announcing a rulemaking targeting rental junk fees (a decision we commend), Chairman Ferguson recently expressed his “support

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<sup>1</sup> Negative Option Rule, 89 Fed. Reg. 90,476 (FTC Nov. 15, 2024) (final Rule).

<sup>2</sup> *Custom Commc ’ns v. FTC*, 142 F.4th 1060 (8th Cir. 2025).

<sup>3</sup> See Pet. for Rulemaking of Consumer Fed. of Am. & Am. Econ. Liberties Project, 90 Fed. Reg. 55,701 (FTC Dec. 3, 2025).

<sup>4</sup> Michelle Joynson, Juniper Research, Subscription Economy Market 2025-2030 (July 14, 2025), <https://perma.cc/BKZ6-U7WY>.

<sup>5</sup> See *GDP by Country* (2025), Worldometer, <https://perma.cc/X7NX-JA94>.

<sup>6</sup> Dashia Milden, *You May Be Losing \$1,000 a Year to Subscriptions, and You May Not Even Know It, CNET Survey Finds*, CNET (June 18, 2025), <https://perma.cc/ER9V-3QTG>.

for promulgating rules for which Congress has undoubtedly given [the FTC] authority and where such rules align with the agency’s traditional role as a cop on the beat.”<sup>7</sup>

By that standard, renewing the FTC’s 2024 Click to Cancel rule is a no-brainer. Click to Cancel was a basic, commonsense extension of the Commission’s longstanding Negative Option Rule and a sensible application of its statutory authority under Section 5 of the FTC Act. It did not involve any novel or ingenious construction of those laws. Rather, as the Commission previously pointed out, “easy cancellation is an essential feature of a fair and non-deceptive negative option program,”<sup>8</sup> the likes of which were already covered by federal law. Easy cancellation is now an industry best practice—although one that so far is not as widely adopted as it should be.<sup>9</sup> Meanwhile, the bevy of enforcement actions brought by the FTC and state and local enforcers against household companies like Adobe,<sup>10</sup> Amazon,<sup>11</sup> HelloFresh,<sup>12</sup> Instacart,<sup>13</sup> LAFitness,<sup>14</sup> SiriusXM,<sup>15</sup> Uber,<sup>16</sup> and others show the entrenched and widespread nature of this deceptive practice, and the need for the nation’s consumer protection “cop on the beat” to establish clear rules of the road for subscription marketing practices. As discussed below, the FTC’s original Click to Cancel rule supplied those necessary guardrails. Notably, the Eighth Circuit did not call into question the substance of the rule itself but simply invalidated the rule based on a purported procedural infirmity.<sup>17</sup> The Commission is well within reason to restart its negative option rulemaking to make unequivocal what should already be clear: abusive subscriptions are unfair, deceptive, and illegal.

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<sup>7</sup> Concurring Statement of Chair Andrew Ferguson, *FTC v. Greystar Real Estate Partners* 2 n.12 (Dec. 2, 2025), <https://perma.cc/H4X5-5M8D>.

<sup>8</sup> Negative Option Rule, 88 Fed. Reg. 24,716, 24,728 (FTC Apr. 24, 2023) (proposed rule).

<sup>9</sup> See *Ethics Code of Marketing Best Practices*, Ass’n of Nat’l Advertisers, art. 4, <https://www.ana.net/content/show/id/accountability-chan-ethicscode-final#bookmark12>.

<sup>10</sup> *United States v. Adobe*, No. 24-cv-03630 (N.D. Cal.), <https://perma.cc/L7QS-8A7U>.

<sup>11</sup> *FTC v. Amazon*, No. 23-cv-0932 (W.D. Wash.), <https://perma.cc/GQ3D-4HCG>.

<sup>12</sup> L.A. Cty. Dist. Atty’s Off., Press Release, HelloFresh to Pay \$7.5 Million for Deceptive Subscription Practices in Consumer Protection Lawsuit (Aug. 18, 2025), <https://perma.cc/4ZQM-SWAA>.

<sup>13</sup> FTC, Press Release, Instacart to Pay \$60 Million in Consumer Refunds to Settle FTC Lawsuit Over Allegations it Engaged in Deceptive Tactics (Dec. 18, 2025), <https://perma.cc/U8XT-9GRH>

<sup>14</sup> *FTC v. Fitness Int’l, LLC*, No. 25-cv-1841 (C.D. Cal.) <https://perma.cc/38YL-6VHA>

<sup>15</sup> Off. of N.Y. Atty. Gen., Press Release, Attorney General James Stops SiriusXM from Trapping New York Customers in Unwanted Subscriptions (Nov. 22, 2024), <https://perma.cc/E77Q-TY6G>.

<sup>16</sup> *FTC v. Uber Tech., Inc.*, No. 25-cv-3477 (N.D. Cal.), <https://perma.cc/CB9Z-P45T>.

<sup>17</sup> It bears noting that we disagree with the Eighth Circuit’s conclusion that the FTC did not satisfy the Magnuson Moss Act’s requirement that it conduct an economic impact analysis. See *Custom Commc’ns*, 142 F.4th at 1072. The statute mandates a preliminary regulatory analysis only when the Commission reasonably anticipates at the outset that a rule will exceed \$100 million in annual economic impact. 15 U.S.C. § 57b-3. The FTC reasonably concluded—based on available data at the ANPRM stage—that the 2024 Rule’s economic impact would not reach that threshold. See 88 Fed. Reg. at 24,731. Only later, as additional information became available during public comment, did the Commission determine that the threshold would be exceeded, at which point it properly issued a comprehensive final regulatory analysis to ensure transparency and public participation. 89 Fed. Reg. at 90,517. No additional economic impact study was necessary. The Eighth Circuit’s determination that a preliminary regulatory analysis under 15 U.S.C. § 57b-3(b)(1) was mandatory simply because the *final* impact exceeded \$100 million misconstrues the statutory text and contradicts both Congress’s intent and standard administrative practice.

## I. Rulemaking is Necessary to Curb the Use of Dark Patterns and Other Deceptive Negative Option Subscription Practices.

A wide variety of industries and businesses employ manipulative negative option marketing practices to facilitate enrollment in subscription-based products but inhibit their cancellation. Those practices amount to unfair and deceptive commercial practices that fall within the FTC’s Section 5 authority.<sup>18</sup> These techniques include dark patterns—“practices that trick or manipulate users into making choices they would not otherwise have made and that may cause harm.”<sup>19</sup> As the State of California and scholars have found, a seller’s use of dark patterns can obviate a buyer’s consent to engage in a transaction.<sup>20</sup>

Companies use dark patterns and other deceptive practices to make it difficult for consumers to navigate subscription cancellation processes. As a result, these subscription models erect significant barriers to exit that are far out of proportion to the ease of entry. For example, Sirius XM created a byzantine cancellation process with confusing terms and conditions.<sup>21</sup> Subscriptions to LinkedIn Premium and Doordash Dash Pass are also notorious for using dark patterns and other manipulative techniques by obscuring the cancellation features and presenting messages that attempt to discourage and dissuade subscribers from cancelling.<sup>22</sup>

In general, businesses with subscription models have shown little interest in making cancellation processes easy for consumers. That lack of voluntary action militates for clearer, enforceable laws. As subscription-based services have proliferated in recent years,<sup>23</sup> so too have consumers’ complaints about the difficulties they encounter when they try to cancel those services.<sup>24</sup> Industry self-regulation, standing alone, has proven ineffective to ensure easy

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<sup>18</sup> See 15 U.S.C. § 45(a).

<sup>19</sup> FTC, *Bringing Dark Patterns to Light 2* (2022); see also Cal. Civ. Code § 1798.140(l) (“‘Dark pattern’ means a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decisionmaking, or choice, as further defined by regulation”); Mark Leiser, *Illuminating Manipulative Design: From ‘Dark Patterns’ to Information Asymmetry and the Repression of Free Choice Under The Unfair Commercial Practices Directive*, 34 Loy. Consumer L. Rev. 484, 484 (2021) (defining dark patterns as “tricks used in websites and applications that make users do things that they did not mean to, like buying or signing up for something”); Jamie Luguri & Lior Jacob Strahilevitz, *Shining a Light on Dark Patterns*, 13 J. Legal Analysis 43, 46 (2021) (finding that “dark patterns are strikingly effective getting consumers to do what they would not do when confronted with more neutral user interfaces”).

<sup>20</sup> See, e.g., Cal. Civ. Code § 1798.140(h) (“[A]greement obtained through use of dark patterns does not constitute consent”); Luguri & Strahilevitz, *supra* note 19, at 96 (concluding that “the use of dark patterns to secure a consumer’s consent can render that consent voidable by virtue of undue influence”).

<sup>21</sup> Off. of N.Y. Atty. Gen., *supra* note 15.

<sup>22</sup> LinkedIn: *How to cancel LinkedIn Premium subscription?* (Sept. 22, 2024), <https://perma.cc/A3DR-T8Y9>; DoorDash: *How to cancel DashPass subscription?*, Dark Patterns Hall of Shame (Jun. 16, 2024) <https://perma.cc/RVP9-DTYV>.

<sup>23</sup> See Joynson, *supra* note 4.

<sup>24</sup> Elaine Povich, Pew Charitable Trs., *It Turns Out State Lawmakers Hate Auto-Renew Contracts* (Mar. 4, 2022) (noting that in 2020, the BBB reported more than 58,400 complaints about “free trials” and automatic renewals over the previous three years, in which customers lost an average of \$140) <https://stateline.org/2022/03/04/it-turns-out-state-lawmakers-hate-auto-renew-contracts-too/>.

cancellation mechanisms. For example, the Association of National Advertisers (ANA), which counts among its members hundreds of Fortune 500 companies including Google, DirectTV, Disney, and Comcast—and, notably, such offenders as Adobe and Amazon<sup>25</sup>—offers guidelines for ethical marketing of “Advance Consent and Negative Option Plans.”<sup>26</sup> Those guidelines align closely with the provisions of the 2024 Rule, including recommendations to (1) obtain consumers “express informed consent to participate in any negative option marketing plan”; (2) clearly and conspicuously disclose all material terms and conditions; (3) provide regular renewal reminders including a right to cancel subscriptions; and (4) easy cancellation (although, notably, not necessarily through the same mechanism as enrollment).<sup>27</sup> Yet as the myriad complaints and enforcement actions against ANA-member companies make plain, those guidelines have not gained widespread adoption.

The FTC’s own docket of litigation targeting subscription traps underscores the significance and severity of the problem. In the 2024 Rule, the Commission cited more than thirty-five FTC cases specifically targeting deceptive subscription practices involving cancellation barriers, misleading disclosures, and unauthorized renewals—each demonstrating how businesses across industries deploy similar unfair tactics to trap consumers in ongoing charges.<sup>28</sup> Since then, the FTC has settled a landmark lawsuit against Amazon in the midst of trial. That was after it obtained a dispositive opinion from the district court finding that its Prime subscription service, nicknamed the “Illiad” for its odyssey-like cancellation process, was an unfair and deceptive trade practice in violation of the Restore Online Shoppers’ Confidence Act (ROSCA) Online Sale. The Commission has further brought at least three additional suits, demonstrating that it remains attuned to the deception that is rife in the subscription economy.<sup>29</sup>

## **II. The Commission Should Reopen Rulemaking to Rein in Abusive Negative Option Contracts.**

Reintroducing the 2024 Rule would help address many of these problematic subscription practices. By requiring the mechanism of cancellation to be as simple as enrollment and in the same medium, issues like overly complex cancellation processes with multiple steps will be minimized. Additionally, the requirement of “clear and conspicuous” disclosures of “any material term related to the underlying goods or services that is necessary to prevent deception,” as obligated by the 2024 Rule,<sup>30</sup> will help prevent cancellation terms from being shrouded in mystery through complicated terms and conditions, while also blocking the practice of hiding subscription services that are needed to fully use a product.

A clear rule from the FTC will also provide predictable guidance for businesses nationwide that rely on subscription marketing services. Current federal and state laws have proven insufficient to protect consumers broadly against deceptive and abusive negative option

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<sup>25</sup> *ANA Client-Side Marketer Member List*, Ass’n Nat’l Advertisers, <https://perma.cc/DUU4-K9UX>.

<sup>26</sup> *ANA Ethics Code of Marketing Best Practices*, Ass’n Nat’l Advertisers (“Advance Consent and Negative Option Plans”), <https://perma.cc/FXQ5-X6BW>.

<sup>27</sup> *Id.*

<sup>28</sup> See 89 Fed. Reg. at 90,481 n.60

<sup>29</sup> See *supra* notes 13-16 (enforcement actions against Instacart, Uber, and LAFitness).

<sup>30</sup> 89 Fed. Reg. at 90,538; see 16 C.F.R. § 425.2, *vacated by Custom Commc’ns*, 142 F.4th at 1075.

practices. A rule would help solidify the guarantees of ROSCA, which requires “simple mechanisms” for cancellation of recurring charges,<sup>31</sup> but which companies have misinterpreted to “thwart or delay consumers’ attempts to cancel.”<sup>32</sup> A Rule will also establish a nationwide minimum standard. Our research has found that laws in 27 states and the District of Columbia contain some requirements governing negative option contracts, but they vary widely. Certain states, for example, have statutes that only generally require autorenewal cancellation provisions, while others obligate particular cancellation mechanisms for only certain industries. Meanwhile, 24 states have no specific legal regimes protecting consumers from subscription traps altogether.<sup>33</sup> A federal regulation will provide additional protections that expand upon—but do not preempt, as the FTC wisely ensured in the 2024 Rule<sup>34</sup>—the limited coverage in those states with negative option laws while also protecting consumers in those states without them.

Express statutory authority and directives reflect Congress’s view that trapping consumers in subscriptions that they do not want or never signed up for is unfair and deceptive. Lawmakers explicitly recognized the importance of clear disclosures and straightforward cancellation mechanisms in multiple legislative contexts. Most notably, ROSCA codifies many of the same principles embodied in the 2024 Rule, such as requiring businesses to “clearly and conspicuously disclose[]” subscription terms and mandating that cancellation processes be “simple.”<sup>35</sup> Courts have also recognized the broad remedial purpose of ROSCA in preventing subscription-related deception.<sup>36</sup> Congress similarly imposed clear cancellation rights and disclosure requirements in other subscription-dependent industries, further demonstrating that the Rule is not an outlier but a continuation of well-established regulatory norms. For example, the Telemarketing and Consumer Fraud and Abuse Prevention Act, which authorizes the FTC’s Telemarketing Sales Rule, requires clear disclosures in telemarketing solicitations,<sup>37</sup> which the FTC has interpreted to require telemarketers gain consumers’ explicit, affirmative consent before charging for negative-option plans.<sup>38</sup> Also, the Electronic Fund Transfer Act requires servicers to obtain express authorization from customers before initiating recurring charges and provides means for consumers to stop any such payments.<sup>39</sup>

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<sup>31</sup> 15 U.S.C. § 8403(3).

<sup>32</sup> 88 Fed. Reg. at 24,728.

<sup>33</sup> See, e.g., Ark. Code § 4-86-106; Iowa Code § 552.8; Md. Code Ann., Com. Law § 14-12B-06; 73 Pa. Stat. § 2164.

<sup>34</sup> 89 Fed. Reg. at 90,539; see 16 C.F.R. § 425.7, vacated by *Custom Commc’ns*, 142 F.4th at 1075.

<sup>35</sup> 15 U.S.C. § 8403.

<sup>36</sup> See *FTC v. Cardiff*, 2020 WL 6540509, at \*17 (C.D. Cal. Oct. 9, 2020) (explaining that “Congress passed [ROSCA] to promote consumer confidence in online commerce” and that ROSCA “generally prohibits charging consumers for goods or services sold in transactions effected on the Internet through a negative option feature” without the customer’s consent); *FTC v. Credit Bureau Ctr., LLC*, 81 F.4th 710, 715 (7th Cir. 2023) (“[ROSCA] makes it unlawful for any person to use a negative-option marketing device unless he ‘clearly and conspicuously discloses all material terms of the transaction before obtaining the consumer’s billing information.’” (quoting 15 U.S.C. § 8403(1))).

<sup>37</sup> 15 U.S.C. § 6102(a).

<sup>38</sup> 16 C.F.R. § 310.3(a)(1)(vii).

<sup>39</sup> See 15 U.S.C. § 1693a.

### **III. The Scope and Terms of the 2024 Rulemaking Adequately Corresponded to the Problem of Deception in the Subscription Economy and Should Be Reintroduced.**

The 2024 Rule consisted of meaningful, understandable, and clear-cut rules with which businesses could easily comply and that provided strong protections to consumers against fraud. The Rule was also appropriately tailored to address the breadth and variety of manipulative marketing techniques that negative option sellers employ. The FTC thus would do well to reintroduce the same provisions of the rule as it was finalized in November 2024—in addition to making some changes, including restoring aspects of the original rulemaking, that would further enhance any subscription trap regulation intended to benefit consumers.

First, we support the FTC obligating express informed consent to enter into a negative option transaction. As discussed above, companies regularly use dark patterns to deceive consumers into enrolling in subscription services; indeed, that was at the center of the FTC’s lawsuit against Amazon for its Prime subscription.<sup>40</sup> We thus concur with the Commission that agreements “obtained through the use of deceptive or unfair dark patterns do not constitute express informed consent.”<sup>41</sup> The requirements that a request for consent to enroll in a subscription must be “clear, unambiguous, non-deceptive, and free of any information not directly related to the consumer’s acceptance of the negative option feature” sufficiently limit the use of dark patterns.<sup>42</sup> We encourage the FTC to apply those requirements of unambiguous affirmative consent to accepting any negative option feature offered by a seller, since dark patterns effectively preclude the possibility of informed consent to every aspect of the transaction.

Second, we support the 2024 Rule’s requirement that sellers present requests for consent in a way that is “clear, unambiguous, non-deceptive, and free of any information not directly related to the consumer’s acceptance of the negative option feature.”<sup>43</sup> This language mirrors the consent requirements in numerous state data privacy laws that protect consumers against predatory dark pattern practices that require a “clear affirmative act” that is “freely given, specific, informed, and unambiguous.”<sup>44</sup>

Third, we strongly support the Commission’s “simple cancellation” mechanism, which calls for cancellation “at least as simple as initiation.”<sup>45</sup> Requiring that the exit mirror the frictionless entrance will remove features designed to wear consumers down and thwart their free choices. Thus, sellers will be prevented from trapping consumers in automatically renewing subscriptions through obstacles created by tedious processes or confusion—the hallmark of many abusive subscription traps. Obligating negative option sellers to offer cancellation through the same medium as enrollment—i.e., making both features available online—will also ensure symmetry and ease of transactions for consumers.

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<sup>40</sup> See *supra* note 11.

<sup>41</sup> 88 Fed. Reg. at 24,727 (proposed rule).

<sup>42</sup> 89 Fed. Reg. at 90,538; *see* 16 C.F.R. § 425.5, *vacated by Custom Commc’ns*, 142 F.4th at 1075.

<sup>43</sup> *Id.*

<sup>44</sup> *See, e.g.*, Cal. Civ. Code § 1798.140(h); N.J. Stat. § 56:8-166.4; Tex. Bus. & Com. Code § 541.001(6); Utah Code § 13-61-101(9).

<sup>45</sup> 89 Fed. Reg. at 90,539; *see* 16 C.F.R. § 425.6, *vacated by Custom Commc’ns*, 142 F.4th at 1075.

Fourth, we encourage the FTC to make clear, as it did in the rulemaking, that simple cancellation applies to any negative option seller that uses “save” tactics. A “save” is an offer to change the agreement that is extended during the cancellation process, such as offering a 25 percent discount, or other reasons to retain the subscription as a way to keep a customer enrolled. Saves can be extended through dark pattern manipulation such as “nagging,” whereby a seller makes “[r]epeated requests to do something the firm prefers”<sup>46</sup> or a “repeated intrusion during a regular interaction that obstructs or redirects the user’s focus, such as pop-up windows.”<sup>47</sup> Similarly, sellers can engage in “obstruction,” in which users must “jump through unnecessary hoops to reject a service.”<sup>48</sup> A well-known example of obstruction is the cancellation process for the *New York Times*, which was called out in its own editorial pages for deceiving customers by requiring multiple steps to confirm cancellation.<sup>49</sup> To mitigate the opportunity for manipulative saves, the Rule should clarify that consent to a negative option must be acquired in a “non-deceptive” manner that is “free of any information” not related to the save attempt in question, limit the amount of times a seller may request consent to attempt a future save, and make consents to a save equally clear, affirmative, and unambiguous.

Fifth, we urge the Commission to adopt an expansive understanding of “harm” that reflects the practical experience of consumers wasting their time trying to navigate a byzantine subscription. In its junk fees rule, the Commission recognized that wasted time and effort, manifested as search costs, “that result from unfair or deceptive practices are legally cognizable injuries.”<sup>50</sup> The FTC should do so in these circumstances by defining the time spent by consumers trapped in abusive subscriptions as a cognizable injury under the FTC Act. If a seller’s use of dark patterns results in a subscriber’s inability to cancel their contract, or consent to an unwanted save attempt, then the subscriber effectively suffers an injury from an unfair and deceptive practice. That injury includes a prototypical pocketbook injury—the cost of maintaining the unwanted subscription. Moreover, the consumer must bear the cost of allocating their time and resources to deal with the seller’s dark pattern manipulation techniques. Subscribers could have used that lost time for many other activities, from leisure to working or even using the service provided by the subscription. Time is a finite resource few people want to waste being tricked.

Finally, we strongly encourage the Commission to maintain the expansive scope of the 2025 Rule and not carve out certain industries from its ambit. In particular, we are concerned that telecoms, cable, and home security companies have sought and obtained exemptions from many state autorenewal laws. Those industries are notoriously some of the worst purveyors of

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<sup>46</sup> See Luguri & Strahilevitz, *supra* note 19, at 53; see also Harry Brignull et al., Deceptive Patterns, *Nagging* (last updated Apr. 25, 2023), <https://perma.cc/JFG9-Z5Z4> (defining nagging as an “adversarial resource depletion” aimed at shaping consumer behavior to conform with the marketer’s preferred wishes).

<sup>47</sup> Leiser, *supra* note 19, at 504.

<sup>48</sup> Luguri & Strahilevitz, *supra* note 19, at 47; see also Harry Brignull et al., Deceptive Patterns, *Obstruction* (last updated Apr. 25, 2023), <https://perma.cc/4HRB-WPCP> (defining obstruction as “obstacles or roadblocks” making it more difficult for users to complete their desired action).

<sup>49</sup> Greg Bensinger, *Stopping the Manipulation Machines*, N.Y. Times (Apr. 30, 2021), <https://perma.cc/V9BV-JWEQ>.

<sup>50</sup> Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2,066, 2,079 (FTC Jan. 10, 2025).

subscription traps and should not get a pass.<sup>51</sup> The FCC does not maintain exclusive jurisdiction over telecoms companies; rather, the FTC retains authority to police deceptive practices and scams that those companies might engage in.<sup>52</sup>

#### IV. Conclusion.

Millions of Americans continue to be hoodwinked into paying subscriptions that they never wanted or no longer need. The Commission's ongoing enforcement agenda targeting manipulative subscription traps underscores the pervasiveness of this deceptive practice, and the need for robust legal frameworks to protect consumers. The 2024 Rule offered the ideal standard for regulating this practice, and there is no reason why the Commission cannot resuscitate it.

Accordingly, we encourage the Commission to grant the petition and initiate rulemaking proceedings.

Respectfully submitted,

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City of Chicago  
Community Legal Services in East Palo Alto  
Consumer Action  
Contra Costa Senior Legal Services  
Demand Progress Education Fund  
Electronic Privacy Information Center  
National Consumer Law Center  
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<sup>51</sup> See, e.g., FTC, Press Release, FTC sends refunds to eligible Vonage customers (Oct. 2023), <https://perma.cc/A3JJ-PQ9X>.

<sup>52</sup> *Issues Outside the Jurisdiction of the FCC*, Fed. Commcn's Comm'n, <https://consumercomplaints.fcc.gov/hc/en-us/articles/202958440-Issues-Outside-the-Jurisdiction-of-the-FCC>.

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