Simpson Thacher

The Ad Standard: Monthly Update

October 2025

The focus on easy cancellation and transparent pricing continues at the Federal Trade Commission (FTC), based on its recent record-breaking settlement with Amazon, and its actions against Ticketmaster and education technology provider Chegg, Inc. (Chegg) this month. Several actions protecting children and teens, however, reveal another major FTC priority. As noted by FTC Commissioner Melissa Holyoak, "the FTC will use every tool in its arsenal" when protecting the safety of children and teens.

For example, just this month, alleging violations of the Children's Online Privacy Protection Act (COPPA), the FTC brought actions against Disney and several others regarding the collection of data from children. Using its authority under Section 5 of the FTC Act, the FTC brought actions alleging deception against the operators of the Sendit App, an app directed at children and teens for misleading users about features of the app, and the operators of the Pornhub website, related to sexually explicit material featuring children and teens. Turning to its authority under Section 6(b) of the FTC Act, the FTC ordered companies that power AI chatbots to provide information on the impact of chatbots on children and teens, including whether companies measure, test, monitor, and mitigate the potential adverse effects. Notably FTC actions have required businesses to have systems in place to detect fraud or illegal activity, including in this month's actions against both Ticketmaster and Pornhub.

Health-related advertising got the attention of the FDA this month as it asserted a prominent role in reviewing advertising for prescription drugs. It sent 100 cease and desist letters and over 1,000 warning letters to pharmaceutical companies, pharmacies, and influencers cautioning about deceptive ads. The warning letters analyzed both express and implied messages in advertising and cautioned companies about both over-promising the benefits of a treatment and understating the risks. The FDA also announced it is initiating a rule-making process regarding direct-to-consumer advertising and whether information related to side effects and risks requires more robust disclosure.

Class actions alleging misleading advertising this month continued to focus on products promising to help consumers avoid ingredients with claims like "no artificial flavors" or "hypoallergenic" alleging that the presence of certain ingredients made such claims misleading.

NAD's cases this month highlight competitors' use of the forum to address marketplace confusion with advertising that uses ambiguous terms. Several cases this month focused on confusing pricing claims, guarantees, or "free" offers, and cautioned advertisers to use clear language in advertising or otherwise qualify advertising claims to limit their meaning.

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TOPICS

FTC Focus

Subscription Cancellations and Fees

1. On September 25, 2025, the FTC announced a historic order settling allegations that Amazon.com, Inc., and certain of its executives, violated the FTC Act and ROSCA by creating confusing and deceptive user interfaces to lead consumers to enroll in Prime without their knowledge or consent and created a complex and difficult subscription cancellation process. Amazon is to pay a record-breaking $1 billion civil penalty (which is the largest ever in a case involving an FTC rule violation); provide $1.5 billion in refunds back to consumers harmed by their deceptive Prime enrollment practices; and cease unlawful enrollment and cancellation practices for Prime.

   FTC Secures Historic $2.5 Billion Settlement Against Amazon | Federal Trade Commission

2. Education technology provider Chegg will pay $7.5 million to settle FTC allegations that for years it made it extremely difficult for consumers to cancel recurring subscriptions for online learning tools in violation of the FTC Act and ROSCA. The FTC also alleged that Chegg failed to honor cancellation requests by continuing to charge some consumers even after they cancelled their subscriptions. Chegg will also be required to provide consumers with a simple cancellation mechanism.

   Ed Tech Provider Chegg to Pay $7.5 Million to Settle FTC Allegations Concerning Unlawful Cancellation Practices | Federal Trade Commission

3. The FTC settled with business credit report service provider Dun & Bradstreet (D&B) for $5.7 million over allegations that D&B violated a 2022 order that barred it from providing inaccurate information about its products to customers before renewing their subscription services and misrepresenting that purchasing fee-based products will improve these customers' credit scores.

   Dun & Bradstreet Agrees to Pay $5.7 Million to Resolve Alleged Violations of FTC Order | Federal Trade Commission

4. Live Nation and Ticketmaster (collectively "Ticketmaster") were sued by the FTC and seven states over ticket selling practices. In addition to allegations that Ticketmaster added fees to ticket prices without adequate disclosure, the FTC alleged that Ticketmaster failed to deploy technology to detect and prevent brokers from fraudulently obtaining tickets on its platform to resell at a higher cost.

   FTC Sues Live Nation and Ticketmaster for Engaging in Illegal Ticket Resale Tactics and Deceiving Artists and Consumers about Price and Ticket Limits | Federal Trade Commission

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Children and Teens

1. The FTC brought several actions enforcing COPPA this month, including against Disney, robot toy maker Apitor Technology, and Iconic Hearts, Inc., the Sendit anonymous message app.

   Disney to Pay $10 Million to Settle FTC Allegations the Company Enabled the Unlawful Collection of Children's Personal Data | Federal Trade Commission

   FTC Takes Action Against Robot Toy Maker for Allowing Collection of Children's Data without Parental Consent | Federal Trade Commission

2. The FTC also called out misrepresentations in advertising to children or teens in its action against the operator of the Sendit app. The FTC alleged that Iconic Hearts made misrepresentations to users to push them to purchase premium subscriptions, unfairly used fake messages to trick child and teen users into purchasing premium subscriptions and failed to clearly disclose the terms of its subscription plans.

   FTC Alleges Sendit App and its CEO Unlawfully Collected Personal Data from Children, Deceived Users About Messages, Subscription Memberships | Federal Trade Commission

3. Under its Section 6(b) authority, the FTC issued orders to seven well-known technology companies that provide consumer-facing AI-powered chatbots seeking information on how they measure, test, and monitor potentially negative impacts of this technology on children and teens. In particular, the FTC is interested in how chatbots affect children and what actions the companies are taking to mitigate potential negative impacts, limit or restrict minors' use of these platforms, or comply with the Children's Online Privacy Protection Act Rule.

   FTC Launches Inquiry into AI Chatbots Acting as Companions | Federal Trade Commission

4. The FTC and the State of Utah settled charges with Pornhub's operators and its affiliated companies that it deceived users by doing little to block tens of thousands of videos and photos featuring child sexual abuse material and nonconsensual material. The FTC alleged that Pornhub's operators claimed this content was "strictly prohibited," and that they would take down videos flagged by users and ban those who uploaded prohibited content, but did not do so.

   FTC Takes Action Against Operators of Pornhub and other Pornographic Sites for Deceiving Users About Efforts to Crack Down on Child Sexual Abuse Material and Nonconsensual Sexual Content | Federal Trade Commission

INFORM Act Violations

1. In the FTC's first action to enforce the INFORM Consumers Act of 2023, the operator of the online marketplace Temu, will pay $2 million to resolve allegations that it failed to provide consumers with certain required information and tools to help them avoid and report stolen, counterfeit, or unsafe goods while shopping online. The INFORM Act requires online marketplaces to disclose a reporting mechanism on the product listings of all high-volume third-party sellers that allows for electronic and telephonic reporting of suspicious activity to the online marketplace. Under the proposed order, Temu must provide a telephonic reporting mechanism (allowing consumers to review, re-record, and accept any report before submitting it) and must disclose its high-volume third-party sellers' names, addresses, and a means of contacting them.

   Online Marketplace Temu to Pay $2 Million Penalty for Alleged INFORM Act Violations | Federal Trade Commission

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Financial Fraud

1. The FTC and 22 agencies from 19 states, stopped Kars-R-Us.com, Inc. and its operators, Michael Irwin and Lisa Frank, from running a deceptive charity fundraising scheme, under a proposed settlement. According to the agencies, Kars and its operators solicited donations through national and local TV, radio and online ads claiming that vehicle donations would allow a charity to provide free and low-cost breast cancer screenings, while, in fact, only 0.28% of the more than $45 million raised was used to provide breast cancer screenings.

   FTC and 19 States Act to Stop a Deceptive Cancer Charity Fundraising Scheme | Federal Trade Commission

2. The FTC settled allegations that Superior Servicing and its operators pretended to be affiliated with the Department of Education or its loan servicers and that they pocketed fees they falsely claimed would be applied to consumers' student loan balances as part of an illegal student loan debt-relief operation. One of Superior's operators, Eric Caldwell, will be banned from the telemarketing industry, while another, David Hernandez, will be prohibited from violating the Telemarketing Sales Rule.

   Operators of Student Loan Forgiveness Scam Will Be Permanently Banned from Debt Relief Industry, Ordered to Turn Over Assets | Federal Trade Commission

3. The FTC has continued to pursue those involved with the IM Mastery scheme. Under a recent proposed order, Alex Morton, IM Mastery's executive VP of sales, and Brandon Boyd, an IM Mastery salesman, who were among the scheme's highest earning salespeople, will pay a total of $10.5 million to settle FTC and State of Nevada allegations that they used false or baseless earnings claims to persuade consumers to pay for financial training programs and buy into a multi-level-marketing business venture. Among other things, the order permanently bans Morton from taking part in any multi-level marketing of trading-training services and bans Boyd (who had no trading expertise, investment industry licenses or accreditation) from providing, assisting others in providing, or representing that he can provide education or instruction relating to any trading-training services. Previously, the FTC and Nevada obtained a preliminary injunction against the three companies that executed the scheme and two of its leaders, and obtained $2.5 million as part of a settlement with three other defendants.

   Defendants in IM Mastery Academy Scheme to Pay $10.5 Million to Settle FTC Allegations | Federal Trade Commission

FDA Focus

Prescription Drug Advertising

1. On September 9, 2025, the FDA announced that it sent approximately 100 cease and desist letters to pharmaceutical companies targeting allegedly misleading consumer drug ads, and sent thousands of warning letters to traditional pharmaceutical companies, online pharmacies, and paid social media influencers, according to a press release, noting the use of digital and social media channels for deceptive ads, and the prevalence of drug ads that overstate benefits and fail to mention potential harms.

2. On the same day, the FDA announced that it is initiating rulemaking to close its 1997 "adequate provision" loophole, which ushered in prescription drug advertising on television by allowing drug companies to include only the most important risk information if the ads also tell consumers how to access the full FDA-approved prescribing information with all of the drug's risks. In its press release the FDA contended that drug companies have used the loophole "to conceal critical safety risks in broadcast and digital ads, fueling inappropriate drug use and eroding public trust." While it remains to be seen how the rulemaking will progress, as a practical matter many news outlets suggest that requiring full disclosure of all drug risks could mark the end of direct-to-consumer advertising.

   HHS, FDA to Require Full Safety Disclosures in Drug Ads | HHS.gov

Class Actions

Deceptive Pricing

Plaintiffs recently commenced a proposed class action alleging that Amazon Prime Day is "rife with fake sales and misleading 'percent off' claims," including that Amazon.com, Inc. uses a fictional inflated "List Price" to calculate the Prime Day discounts causing consumers to pay more than they would have paid had the items truly been discounted. Plaintiffs allege that in furtherance of this scheme that Amazon displays false strikethrough prices to deceive consumers into believing that the products are typically sold at that price but are discounted for Prime Day. The plaintiffs allege violations of the Washington Consumer Protection Act, and claim that Amazon's actions are a breach of contract under Washington law.

Armstrong v. Amazon.com, Inc., No. 2:25-cv-01826 (W.D. Wash. Sept. 22, 2025).

"Hypoallergenic" or Misleading Food Label Claims

A plaintiff commenced a putative class action alleging that Mush Foods, Inc. advertises and sells its Mush Protein Overnight Oats products in a misleading manner by prominently displaying the total protein content on the front of its product labels but not showing the daily value for that amount on the back, which misleads consumers into believing they are getting more protein than they actually are because plant-based proteins–like the oats and peanuts in the products–

are often are less digestible than meat-based protein. The plaintiff primarily asserts violations of California's False Advertising Law, Consumers Legal Remedies Act and Unfair Competition Law.

Charalampopoulou v. Mush Foods, Inc., No. 5:25-cv-07316 (N.D. Cal. Aug. 29, 2025).

A plaintiff commenced a putative class action alleging that PepsiCo, Inc. and Frito-Lay North America, Inc.'s "Poppables" snack product packages falsely state that they contain "No Artificial Flavors" while actually containing citric acid, which is an artificial ingredient that is created using industrial fermentation processes. The plaintiff asserts violations of New York General Business Law Section 349, which prohibits deceptive acts or practices in the conduct of any business, trade, or commerce and New York General Business Law Section 350, which prohibits false advertising.

Palmeri v. PepsiCo, Inc., No. 1:25-cv-05371 (E.D.N.Y. Sept. 25, 2025).

A proposed class action was filed against Keurig Dr. Pepper Inc. alleging that consumers are misled by the "all natural" claims on the label of Snapple Peach Tea because it contains citric acid, a synthetic ingredient. The plaintiff asserts violations of New York General Business Law Section 349, which prohibits deceptive acts or practices in the conduct of any business, trade, or commerce and New York General Business Law Section 350, which prohibits false advertising.

Peters v. Keurig Dr Pepper Inc., No. 1:25-cv-04410 (E.D.N.Y. August 7, 2025).

A proposed class action was commenced alleging that the packaging of two ointments sold by Beiersdorf, Inc. falsely states that they are "Hypoallergenic" because they contain lanolin alcohol, a common allergen among infants and children. The plaintiff alleges violations of California's Consumers Legal Remedies Act, Unfair Competition Law and breach of express warranty.

Hicks v. Beiersdorf, Inc., No. 1:25-at-00822 (E.D. Cal. Sept. 15, 2025).

Class Certification Granted

In two similar class actions against alcoholic beverage manufacturer Sazerac Company, Inc., the Southern District of New York granted plaintiffs' motions to certify a class. The plaintiffs allege violations of Section 349 and Section 350 of the New York General Business Law claiming that the defendant's malt-based Fireball and Parrot Bay alcoholic beverages have misleading labels because they are nearly identical to the defendant's Fireball Cinnamon Whisky and Parrot Bay Rum products but only contain approximately half of the alcohol by volume.

Pizzaro v. Sazerac Co., No. 23-cv-2751, 2025 U.S. Dist. LEXIS 187959 (S.D.N.Y. Sept. 18, 2025).

Class Certification Denied

The Northern District of California recently denied certification to a proposed class of consumers alleged that a retail chain failed to properly label imported Japanese cookies because tree nuts were omitted from the English-language ingredient list. The plaintiff alleged that this was a violation of California's Unfair Competition Law, Consumer Legal Remedies Act, False Advertising Law, and constituted a breach of express warranty. The court held that as to the proposed restitutionary relief classes, which included every individual who purchased the products, individualized questions regarding reliance, causation, and damages were likely to predominate because the classes were not limited to purchasers allergic to tree nuts or those buying for others with such allergies. The court reasoned that because the plaintiff has not established that materiality is susceptible to class wide proof, she has not shown that individualized issues will not predominate. Even if the classes were redefined, the court determined that the plaintiff failed to carry her burden with respect to numerosity and damages.

Fukaya v. Daiso California LLC, No. 23-cv-00099, 2025 U.S. Dist. LEXIS 180724 (N.D. Cal. Sept. 15, 2025).

Recent District Court Developments

Dismissal of Class Action Concerning Child-Friendly Mouthwash Denied

On October 2, 2025, the Northern District of Illinois denied dismissal of a putative class action alleging that Perrigo Company and Ranir, LLC violated the Illinois Consumer Fraud Act ("ICFA"), which prohibits deceptive and misleading business practices, by marketing a children's mouthwash product by using packaging with popular cartoon characters, using a small font size for an FDA-required instruction for proper use that requires prominent display and placing required FDA warnings on the back of the container in a small, hard-to-read font. The district court stated that "it is a reasonable inference that a parent would not buy or allow their child to use a harmful product and an equally reasonable inference that the child friendly packaging played a role in their purchasing decisions. That is enough to show, at the motion to dismiss stage, that Firefly's packaging is likely to deceive a reasonable consumer." The court stated that plaintiffs adequately plead that defendants intended for consumers to rely on the packaging as defendants could not "seriously contend that the elaborate design and tasty flavors of Firefly Rinse are intended for anything but enticing consumers to buy the product."

Gibson v. Perrigo Co., No. 25-cv-348, 2025 U.S. Dist. LEXIS 195833 (N.D. Ill. Oct. 2, 2025).

NAD Focus

Health Claims

Express and implied claims made by Ryze Superfoods, LLC in advertising for its RYZE Mushroom Coffee and RYZE Mushroom Matcha products were permanently discontinued following an NAD inquiry. Ryze informed NAD that it is permanently discontinuing all challenged express claims, including that its Mushroom Coffee provides "all-day energy, sharper focus, healthier digestion, and better immune support," "better sleep," and "faster recovery" as well as its claim that its Mushroom Matcha is "a natural, fast and tasty way to the same appetite suppressing benefits you'd normally get

from that shot that you'd spend hundreds if not thousands on a month that comes with all those nasty chemicals and side effects."

Ryze Superfoods, LLC (RYZE Mushroom Coffee and RYZE Mushroom Matcha), Report #7492, *NAD/CARU Case Reports* (September 2025).

Ambiguous Terms

In a Fast-Track SWIFT case, NAD examined 401(k) program provider Guideline, Inc.'s claim that it had "nearly $140 million ARR (Annual Recurring Revenue)," which was followed by text describing revenue growth and a footnote explaining how Guideline calculates ARR. At issue was whether Guideline's ARR calculation was misleading because it reflected a practice that is not commonly accepted. NAD found no authoritative definition of ARR for purposes of advertising and recognized the potential for ambiguity, leading NAD to recommend that Guideline modify its claim to include a clear and conspicuous disclosure indicating the method it used to calculate ARR.

Guideline, Inc. (Financial Services), Report #7509, *NAD/CARU Case Reports* (Sept. 2025).

Following a challenge brought by competitor Charter Communications, Inc., NAD determined that AT&T Services, Inc. substantiated its "AT&T Guarantee" claim for customers who experience internet and wireless connectivity outages in a series of TV commercials stating, "You know what AT&T guarantees? The connectivity you depend on, the deals you want, and the service you deserve, or we'll make it right." NAD found that consumers are unlikely to believe that it covers all outages and would understand that "making it right" applies to outages covered by the guarantee, resulting in an automatic credit on their bill.

However, NAD recommended that AT&T modify or discontinue other claims related to its "AT&T Guarantee," which appeared on its website and in a series of TV commercials. The commercials state, "NETWORK INTERRUPTIONS FIXED FAST." AT&T's policy states an outage must last at least 20 or 60 minutes to be covered, a limitation not reasonably anticipated by its unqualified "fixed fast" claim. Accordingly, NAD recommended that AT&T clearly and conspicuously disclose the material limitations of the guarantee and modify its advertising to avoid conveying any message that the guarantee will make it right by fixing any and all network interruptions "fast." NAD also concluded that AT&T did not have a reasonable basis for the claim "AT&T is the first and only carrier that offers a guarantee for wireless and fiber networks," and recommended that it be discontinued.

AT&T Services, Inc. (Telecommunication Products/Services), Report #7431, *NAD/CARU Case Reports* (Sept. 2025).

Price and Savings Claims

Following a challenge brought by competitor Etekcity Corporation, NAD recommended that Renpho US discontinue or modify certain strikethrough price claims for its Elis 1 Smart Scale for Body Weight. NAD found that there was no evidence that either an appreciable number of sales were made by Renpho at the strikethrough price or that the price had been offered for a significant amount of time in the recent, regular course of business and NAD recommended that the claims be discontinued.

Renpho US (Health / Medical Device), Report #7483, *NAD/CARU Case Reports* (Sept. 2025).

In a Fast-Track SWIFT case, initiated by Verizon Communications Inc., NAD recommended that AT&T Services, Inc. modify its claim "Learn how everyone gets iPhone 16 Pro on us," to avoid conveying the message that every customer on every AT&T plan can receive a free iPhone 16 Pro. AT&T argued that the challenged claim is supported because everyone *can* get a free iPhone, provided they subscribe to the correct service plans. However, NAD found that because the phrase "[l]earn how" preceded the word "everyone," it suggested that everyone without exception is eligible to receive a phone, not that everyone can learn how to get a phone. NAD noted that some consumers may reasonably understand "everyone" to refer to every person who becomes an AT&T wireless subscriber and would be surprised to discover that it is not everyone who gets an iPhone, but only those who subscribe to specific plans. Therefore, NAD recommended that AT&T modify its advertising to avoid conveying the message that everyone is eligible for the offer or to clearly and conspicuously disclose that although everyone *can* be eligible for the offer, they must subscribe to certain plans. Notably, AT&T has stated that it will appeal the decision.

AT&T Services, Inc. (iPhone 16 Pro Offer) Report #7501, *NAD/CARU Case Reports* (Sept. 2025).

In a Fast-Track SWIFT case, NAD recommended that DISH Network L.L.C. discontinue or modify certain claims regarding customers' savings when switching to DISH from DIRECTV, LLC. At issue were five TV commercial, website, and social media claims: (i) "Upgrade to DISH and save $30 a month," (ii) "Save up to $30/mo. compared to DIRECTV," (iii) "Save up to 30 bucks," (iv) "I want to save 30 dollars a month on TV like DISH customers," and (v) "Get DISH and save $30/mo./$350/yr. vs DIRECTV." NAD found that the advertising reasonably conveyed a message about DIRECTV's entire line of offerings as they referenced the general brands of DIRECTV and DISH, with no audible mention of specific service tiers, and the main claims, including "Save up to $30/mo. Get 3 months free," appeared in large font without limitation. NAD determined that the disclosures were not sufficient to identify the basis of comparison and to prevent a broad line claim message they appeared in small print at the bottom of the screen.

As to the claim characterizing DISH as an "upgrade" over DIRECTV, NAD found that such claims convey a broad message that DISH provides a greater value for less money but that DISH did not demonstrate that all of its services provided such an "upgrade." NAD recommended that DISH either discontinue the challenged claims or modify them without characterizing the DISH plan as an "upgrade." If the claims are modified, NAD recommended that DISH disclose the specific plans being compared and disclose the differences in channels offered in the compared packages.

DISH Network L.L.C. (Satellite Television), Report #7497, *NAD/CARU Case Reports* (Sept. 2025).

Debt Resolution Claims

In a monitoring case, NAD recommended that debt settlement company Achieve Debt Resolution modify claims regarding the nature of monthly payments and the scope of debt, for its claim, "Get rid of debt faster – Leave debt behind faster — 24-48 months on average to resolve debt" to make it clear that Achieve's program only covers unsecured debt, not all debt. NAD further recommended that Achieve clarify that "get rid of your debt faster" is being compared to a consumer making minimum unsecured debt payments. NAD recommended that the claim "You could free up extra cash by making one low monthly deposit instead of struggling with high minimum debt payments" be modified to refer to the deposit as comparatively "lower" rather than as "low" because a heavily indebted consumer may not reasonably consider a nearly $400 monthly payment to be "low." Achieve also permanently discontinued certain challenged claims appearing on social media (*i.e.*, "Lumin's mission: drop $53,000 of debt in 6 months. Spoiler alert: she did it!") and related implied claims that consumers who use the Achieve program will be debt free, regardless of the amount in question, in as little as six months.

Achieve Debt Resolution (Financial Services), Report #7421, *NAD/CARU Case Reports* (Sept. 2025).

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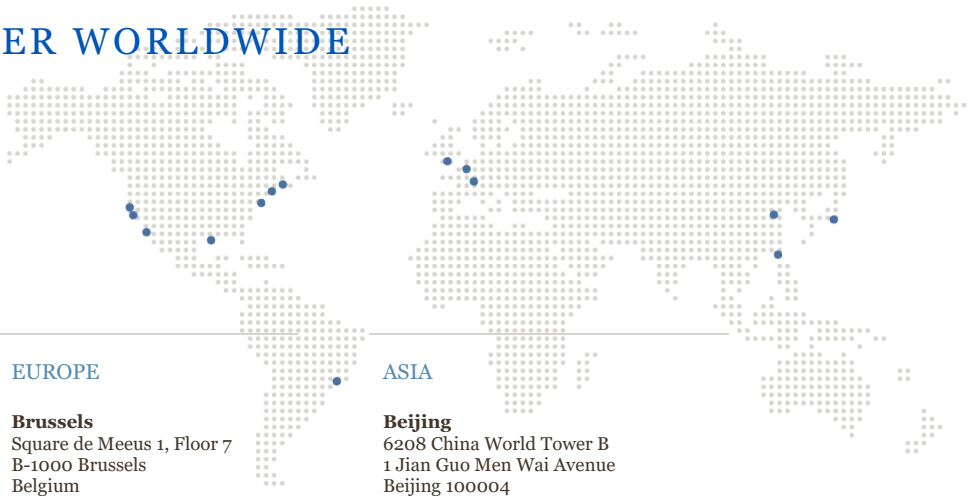

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** In April 2025, Simpson Thacher announced plans to expand its Bay Area presence with an office in San Francisco.*