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| People v Sirius XM Radio LLC |
| 2026 NY Slip Op 31328(U) |
| April 1, 2026 |
| Supreme Court, New York County |
| Docket Number: Index No. 453325/2023 |
| Judge: Lyle E. Frank |
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LYLE E. FRANK PART 11M

Justice

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INDEX NO. 453325/2023

PEOPLE OF THE STATE OF NEW YORK, BY LETITIA
JAMES, ATTORNEY GENERAL OF THE STATE OF NEW
YORK

MOTION DATE 12/02/2025

MOTION SEQ. NO. 003

Petitioner,

- v -

**DECISION + ORDER ON
MOTION**

SIRIUS XM RADIO LLC.,

Respondent.

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The following e-filed documents, listed by NYSCEF document number (Motion 003) 194, 195, 196, 197, 198, 199, 200, 201, 202, 207, 208, 209, 210, 211, 213

were read on this motion to/for INJUNCTION/RESTRAINING ORDER.

Upon the foregoing documents, the motion is granted.

Background

This motion arises from a dispute over the cancellation methods available for New York consumers of Respondent’s subscription radio services. In November of 2025, this Court issued an order that dismissed several of the petition’s claims and granted Petitioner summary judgment on the remaining claim. That claim found Respondent liable for violations of the Restore Online Shoppers’ Confidence Act (“ROSCA”), which prohibits companies from charging consumers for subscription services sold online unless the consumers have a “simple mechanism” for cancelation. This decision was unanimously affirmed on appeal, with the First Department noting that Respondent’s “multi-tiered script, multiple save offers, and pressure tactics to opt into a new plan render [the] cancellation policy not simple, convenient, or even straightforward.” *Matter of People v. Sirius XM Radio Inc.*, 243 A.D.3d 424, 426 [1st Dept. 2025]. The issue of damages remains outstanding.

Discussion

In this motion, Petitioner seeks an injunction and an accounting to aid in the calculation of damages. Specifically, Petitioner seeks 1) an injunction restraining Respondent from violating ROSCA “including mechanisms that use a multi-tiered script, multiple save offers, and pressure tactics to opt into a new plan”; and 2) an accounting in preparation for the hearing on damages, with Respondent being obligated to provide the name and address of each New York consumer sold a relevant Sirius subscription since January 1, 2019, together with the date the subscription was purchased, any cancellation attempts, a complete history of subscription charges collected, and the last date the subscription service was used. Respondent opposes the motion, arguing that 1) the injunction is vague and also not warranted due to Respondent have already streamlined their cancellation process for New York consumers; and 2) the information requested in the accounting would not provide relevant information. For the reasons that follow, the motion is granted as to the injunction and the accounting up until the entry of this Court’s November Order.

The Injunction Mirrors the First Department’s Prior Holding and Therefore Is Permissible

As stated above, Petitioner’s request for an injunction is opposed on the grounds that the proposed injunction is vague and that regardless, the changes that Respondent has implemented negates any need for such an injunction. Generally, an application from the Attorney General for remedial orders is left to the court’s discretion. *State v. Princess Prestige Co.*, 42 N.y.2d 104, 108 [1977]. Such courts have the power to issue injunctive relief, even when a party has voluntarily ceased the behavior at issue. *See, e.g., People v. GE*, 302 A.D.2d 314, 316 [1st Dept. 2003]; *Matter of People v. Orbital Publ. Group, Inc.*, 169 A.D.3d 564, 565 [1st Dept. 2019]. Therefore, to the extent that Petitioner is seeking injunctive relief, such a request is valid.

Respondent also argues that the proposed injunction is impermissibly vague. As a general rule, an injunction that is “too general and indefinite” should not be issued. *Ronson Art Metal Works, Inc. v. Gibson Lighter Mfg. Co.*, 283 A.D. 937, 937 [1st Dept. 1954]; *see also Xerox Corp. v. Neises*, 31 A.D.2d 195, 197 – 98 [1st Dept. 1968]. Petitioner’s proposed injunction would restrain Respondent from violating ROSCA, specifically using “mechanisms that use a multitiered script, multiple save offers, and pressure tactics to opt into a new plan.” This language mirrors the First Department’s holding in this case, that Respondent’s use of “multi-tiered script, multiple save offers, and pressure tactics to opt into a new plan” was not a “simple” cancellation mechanism as is required under ROSCA. *Sirius*, at 426. While the Court agrees that an injunction simply restraining Respondent from violating ROSCA would be impermissibly vague, here an injunction that mirrors the First Department’s holding that the specific combination of tactics used by Respondent was not simple is clear enough to sustain injunctive relief.

The Accounting Is a Valid Request

Petitioner is seeking an order directing Respondent provide within 45 days an accounting consisting of 1) the name and address of each New York consumer sold a Sirius subscription service online since January 1, 2019, 2) for each such consumer, the date the subscription was purchased, any cancellation attempts, a complete history of subscription charges collected, and the last date that the service was used. Petitioner argues that such information is necessary in order to properly quantify any monetary relief that might be available in this matter. Respondent opposes this request, arguing that the requested information would not be relevant to an assessment of monetary relief. They argue that the damage is the time a consumer spent on the cancellation process, which is not captured by the categories of information listed above.

When a court has the authority to direct restitution under Executive Law § 63(12), it is within the court's discretion to use a reasonable formula that is based on the individual facts and circumstances. *Matter of People v. Northern Leasing Sys., Inc.*, 234 A.D.3d 419, 420 [1st Dept. 2025]. Here, Petitioner is seeking data that could then inform a proposed formula for restitution. They argue that they will likely, for instance, seek disgorgement for subscription fees paid after a customer attempted to cancel but gave up. Petitioner also points to the First Department decision in this matter, which mentioned problematic aspects of the cancellation process beyond just delay. The Court agrees with Petitioner that the information sought could be relevant to fashioning an appropriate restitution formula in this case. But given the changes Respondent made to its policy shortly after the first order finding a violation of ROSCA, the Court agrees with Respondent that it would not be appropriate here to require the production of data after the aforementioned order. Furthermore, Respondent has argued that it does not have some of the information sought. To the extent that it is unable to comply with the accounting, Respondent may provide an affidavit to that effect. Accordingly, it is hereby


ADJUDGED that the motion is granted; and it is further

ADJUDGED, ORDERED, and DECLARED that respondent Sirius XM Radio LLC is hereby enjoined from violating ROSCA by providing New York consumers sold a Sirius subscription in a transaction effected on the Internet a cancellation method that uses a multitiered script, multiple save offers, and pressure tactics to opt into a new plan; and it is further

ORDERED that within 60 days of the service of this order by notice of entry, respondent Sirius XM Radio LLC provide petitioner The People of the State of New York by Letitia James, Attorney General of the State of New York, with an accounting consisting of 1) the name and address of each New York consumer sold a Sirius subscription service in a transaction effected

on the Internet from January 1, 2019, to November 27, 2024; 2) for each such consumer, the date the subscription was purchased, any cancellations or cancellation attempts, a complete history of subscription charges collected, and the last date the subscription service was used.

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4/1/2026
DATE

LYLE E. FRANK, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: