

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF INTERNET AND TECHNOLOGY

In the Matter of

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of
1-800-FLOWERS.COM, INC.,**

Assurance No. 25-046

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to Executive Law § 63(12), General Business Law §§ 349 and 527-a, and the Restore Online Shoppers’ Confidence Act, 15 U.S.C. § 8403, into the subscription enrollment and cancelation policies and practices of 1-800-Flowers.com, Inc. (“1-800-Flowers” or “Respondent”), specifically regarding the Respondent’s “Celebrations Passport” program. This Assurance of Discontinuance (“Assurance”) contains (1) the findings of the OAG’s investigation, and (2) the relief agreed to by the OAG and Respondent, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

OAG’s FINDINGS

Legal Framework

1. Sellers that offer consumers products and services on an automatically renewing basis are subject to several requirements under state and federal law. Such automatic renewals are known as “negative options” because the product or service is provided (and the consumer is charged) continuously unless and until the consumer takes action to cancel.

New York General Business Law 527-a

2. New York General Business Law (“GBL”) Article 29-BB requires a business that makes an automatic renewal offer or continuous service offer to consumers to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner and in visual proximity to the request for consent to the offer.

3. The material terms of the automatic renewal offer must be disclosed clearly and conspicuously, including price, cancellation options, minimum obligations, and length and frequency of the charges. Clearly and conspicuously means in a manner that clearly calls attention to it, such as in larger type than the surrounding text, or in contrasting type, font, or color.

4. The business must also obtain the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms before charging the consumer.

5. Additionally, businesses must facilitate cancellation of automatic renewal of continuous service offers by providing an easy to use mechanism for cancellation. Businesses must also allow a consumer who accepts an automatic renewal or continuous service offer online to also terminate the automatic renewal or continuous service online.

6. Finally, the business must provide a notice or acknowledgment after purchase that includes the automatic renewal or continuous service offer terms, cancellation options, and information regarding how to cancel in a manner that is capable of being retained by the consumer.

The Federal Restore Online Shoppers' Confidence Act, 15 U.S.C. § 8403

7. The federal Restore Online Shoppers' Confidence Act ("ROSCA"), 15 U.S.C. § 8403, contains similar provisions, requiring a seller marketing a negative option feature over the internet to "clearly and conspicuously disclose[] all material terms of the transaction before obtaining the consumer's billing information," "obtain[] a consumer's express informed consent before charging the consumer," and provide consumers with "simple mechanisms . . . to stop recurring charges from being placed on the consumer's credit card, debit card, bank account, or other financial account."

8. According to the FTC's 2021 Enforcement Policy Statement Regarding Negative Option Marketing ("FTC Policy Statement"), compliance with ROSCA requires that the following material terms be disclosed clearly and conspicuously:

- a. that consumer will be charged;
- b. that the charge will be recurring;
- c. if applicable, that the charge will increase after a trial period;
- d. each deadline by which the consumer must act to stop charges;
- e. the amount and frequency of charges;
- f. the date each charge will be submitted for payment (billing date);
- g. all information necessary to cancel; and
- h. any other terms necessary to prevent deception.

9. "Clear and conspicuous," according to the FTC Policy Statement, means "difficult to miss (i.e., easily noticeable) or unavoidable and easily understandable by ordinary consumers."

10. According to the FTC Policy Statement, to obtain a consumer's express informed consent, a negative option seller should: (i) obtain the consumer's unambiguously affirmative consent to the negative option feature separately from any other portion of the transaction; and (ii) not include any information that interferes with, detracts from, contradicts, or otherwise undermines the ability of the consumer to provide express informed consent to the negative option feature.

11. Finally, according to the FTC Policy Statement, in order for cancellation to be simple and reasonable pursuant to ROSCA, mechanisms to cancel should be "at least as easy to use as the method the consumer used to initiate the negative option feature."

Background

12. Respondent is a Delaware corporation with its principal place of business at Two Jericho Plaza, Suite 200, Jericho, New York 11753.

13. Respondent is a retailer of a wide variety of products offered under several brand names, including 1-800-Flowers, 1-800-Baskets.com, Cheryl's Cookies, Harry & David, Shari's Berries, Fruit Bouquets.com, PersonalizationMall.com, Simply Chocolate, The Popcorn Factory, Vital Choice, and Wolferman's Bakery.

14. Each of the brands operated by Respondent has a corresponding website where consumers can search for and purchase various items, including flowers, fruit, cookies, baked goods, groceries, personalized items, and/or other products.

15. Respondent also operates two mobile apps, the 1-800-Flowers mobile app and the Celebrations Passport mobile app. Respondent's various branded products are available through these two apps.

Respondent's Membership Program.

16. In addition to offering consumer goods, Respondent offers a membership program called Celebrations Passport. Consumers who purchase a Celebrations Passport membership (“Members”) receive certain benefits such as free shipping, no service charges on eligible products, special savings offers, and, at times, the ability to earn rewards points during the term of their membership.

17. Consumers can sign up for Celebrations Passport in the 1-800-Flowers mobile app, in the Celebrations Passport mobile app, and on the websites for 1-800-Flowers, 1-800-Baskets.com, Cheryl's Cookies, Harry & David, Shari's Berries, Fruit Bouquets.com, PersonalizationMall.com, Simply Chocolate, The Popcorn Factory, Vital Choice, and Wolferman's Bakery. Consumers could also sign up through the Shari's Berries mobile app until it was discontinued in September 2022. The enrollment processes for Celebrations Passport are identical in all material respects on all of Respondent's various branded websites. The enrollment processes for Respondent's mobile apps are also materially identical to each other.

18. Since at least February 9, 2021, Respondent offered Celebrations Passport as a paid, annual membership program that automatically renewed each year. Consumers could avoid new charges if, at least five days before renewal, they affirmatively cancelled their Celebrations Passport membership or turned off auto-renew in their account. By failing to act, the consumer was deemed to have accepted the “negative option” to continue to pay for the program. This sales tactic is referred to as “negative option” marketing.

19. Under applicable state and federal laws, negative option sellers such as Respondent must:

- a. clearly and conspicuously disclose all the material terms of the offer,

- b. obtain the consumer's express informed consent to the terms of the offer,
- c. obtain the consumer's express informed consent to the automatically renewing nature of the subscription,
- d. provide an easy-to-use means of cancelation, including an online cancelation mechanism if consumers are able to purchase the subscription online; and
- e. provide an acknowledgement that included the automatic renewal or continuous service terms, the cancelation policy, and information regarding how to cancel in a manner capable of being retained by the consumer.

The Online and Mobile App Sign-Up Processes For Celebrations Passport.

20. Prior to June 2022, Respondent solicited online consumers to enroll in Celebrations Passport without clearly and conspicuously disclosing the negative option feature or other material terms of a Celebrations Passport membership in the initial solicitation or during the sign-up process. Many material terms of the membership were disclosed only in fine print, in linked Terms and Conditions, or in pop-out boxes a consumer had to click on to view.

21. Since at least February 9, 2021, the material terms of a Celebrations Passport membership included the following:

- a. Benefits such as free shipping on certain products, a membership points program, and certain savings offers.
- b. Benefit limitations such as surcharges on expedited deliveries and limitations on products eligible for free shipping.
- c. Automatic renewal on an annual basis, unless the consumer (i) cancelled their membership (which immediately terminated their member benefits for the rest of the year and prevented them from being charged for the following year's

membership) or (ii) turned off auto-renew (which prevented them from being charged for the following year's membership, but preserved their benefits for the remainder of their membership term).

- d. Timing requirements, specifically that Members had to either cancel their memberships or turn off auto-renew at least 5 days before their Celebrations Passport membership was set to renew to avoid being charged for the following year.
- e. Initial promotional membership cost of \$14.99 to \$29.99, depending on the time of year and the promotions being offered.
- f. Renewal membership cost of \$29.99 for all memberships, regardless of the initial price paid.
- g. Methods to cancel or turn off auto-renew, specifically requiring consumers to (i) contact Respondent's customer service by email or phone, or (ii) access the consumer's online account.
- h. Refund policy, specifically that Members were entitled to a refund if they cancelled within 30 days of their initial purchase or renewal if member benefits were not used during that period.

22. Between at least February 2021 and June 2022, most of these material terms were not clearly and conspicuously disclosed in the online or mobile app sign-up flows for Celebrations Passport. Rather, to learn the material terms of a Celebrations Passport membership, a consumer would have had to click on pop-ups or click a link to read through the lengthy Terms and Conditions.

23. Between June 8, 2022 and June 26, 2022, most of Respondent's branded websites were revised to provide additional detail regarding the Celebrations Passport membership program. Respondent implemented similar changes in the 1-800 Flowers and Celebrations Passport mobile apps in December 2022. The revised sign-up processes presented consumers with more detail regarding the membership material terms.

24. Thus, a consumer who navigated through the Celebrations Passport purchase flow online or in the mobile app was not clearly and conspicuously informed of all the material terms of the purchase.

Celebrations Passport Enrollment from Respondent's Home Pages.

25. At least as early as February 9, 2021, Respondent presented consumers with offers to join Celebrations Passport at several points as they browsed Respondent's online websites, including on the home pages, on the pages for specific products, and during checkout.

26. Between February 2021 and June 2022, the offers shared several common characteristics, specifically emphasizing the Member benefits without providing material terms such as automatic renewal, renewal price, and cancellation methods. Where these disclosures were made, they were not clear and conspicuous, appearing in pop-ups, fine print, or linked documents.

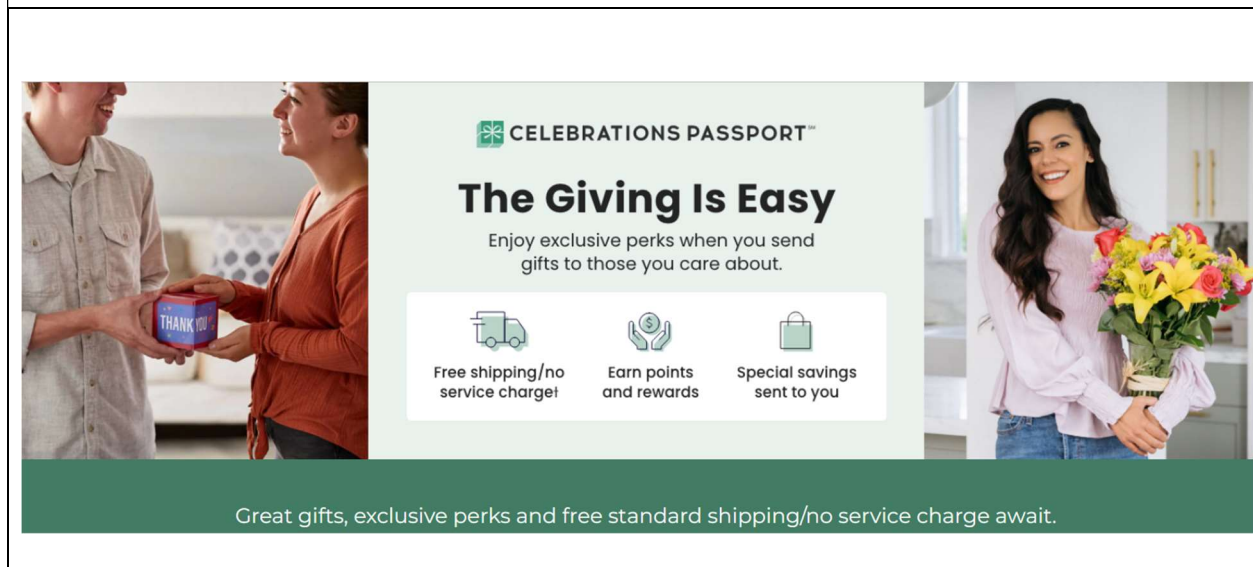
27. Respondent displayed a banner on its website homepage that advertised the benefits of Celebrations Passport and encouraged consumers to "Join Now." The banner did disclose that Celebrations Passport was a paid program that committed consumers to an automatically renewing subscription. *See Figure 1.*

Figure 1 – Solicitation to Join on Home Page



28. If a consumer clicked on this banner, they were directed to the Celebrations Passport enrollment page. On this page, Respondent also emphasized the benefits of the program without clearly and conspicuously presenting other material terms, including cost and subscription requirements. *See* Figure 2.

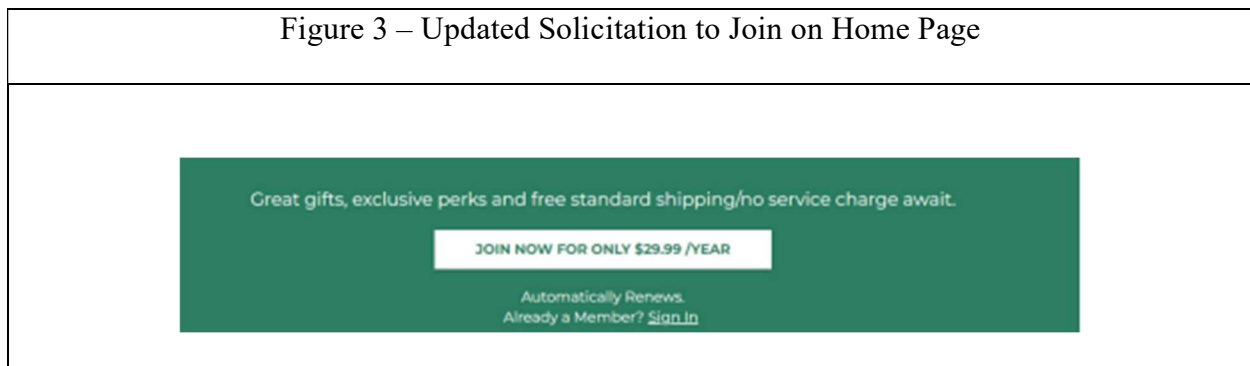
Figure 2 –Enrollment Page



29. Under these images, in the middle of this first page, there was a button that said, “Join Now for Only \$29.99/Year” (or the price at that time). If a consumer clicked that button, a Celebrations Passport membership was added to their cart and they were asked whether they wanted to check out or continue shopping on the site. In this way, a consumer could add

Celebrations Passport to their cart without encountering clear and conspicuous disclosures regarding the material terms of Celebrations Passport except for the initial price.

30. In June 2022, Respondent added “Automatically Renews” in small print under the “Join Now” button. *See* Figure 3.



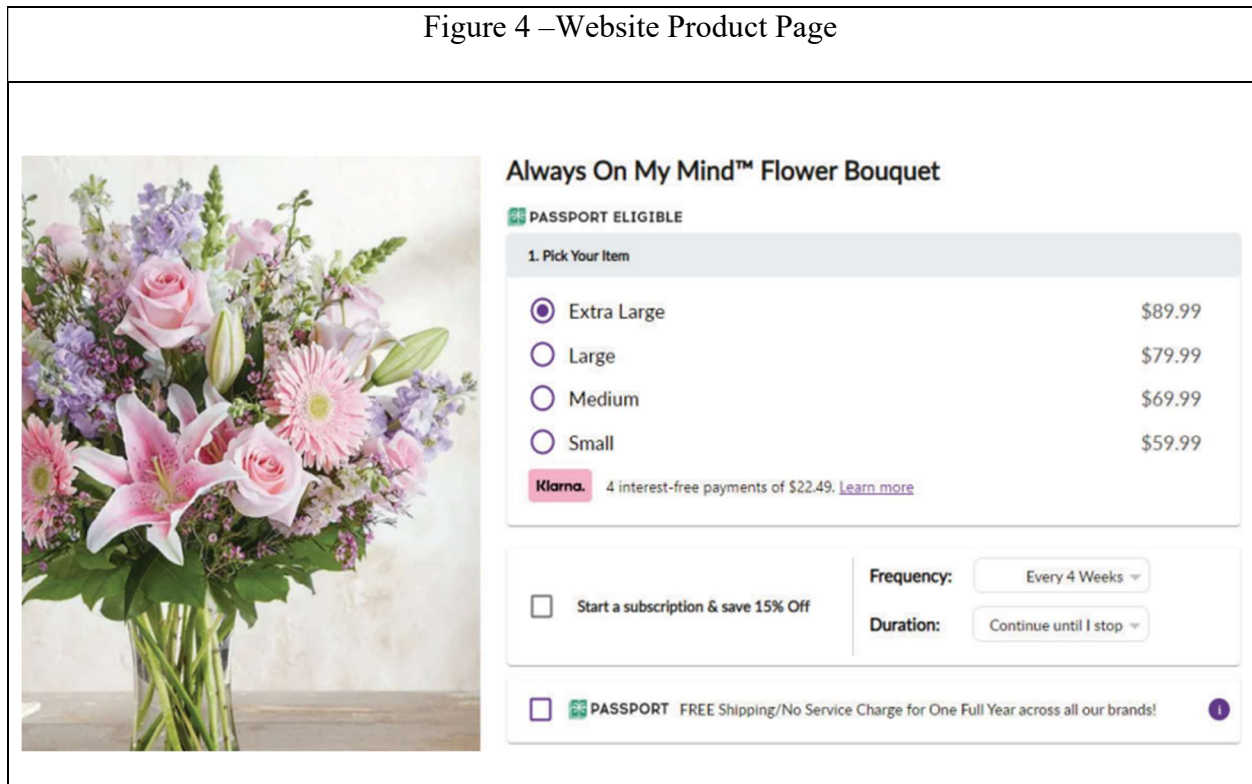
31. If the consumer scrolled further down the enrollment page, they were presented with additional information on the benefits of the program. At the bottom of the page, there was a set of Frequently Asked Questions (“FAQs”) regarding the membership, which required a consumer to click separately on each question to view the corresponding response. At the very bottom of the page, there was a fine print set of Summary Terms related to the membership and a link to the Terms and Conditions. A consumer had to scroll through the equivalent of several pages of text, click on links, and/or read through fine print to learn the material terms of a Celebrations Passport membership from the enrollment page.

Celebrations Passport Enrollment from Respondent’s Product Description Pages.

32. Since at least February 9, 2021, consumers were also solicited to join Celebrations Passport when they viewed a product. On the product description page, a consumer was asked to select several options, such as the size of the floral arrangement. The

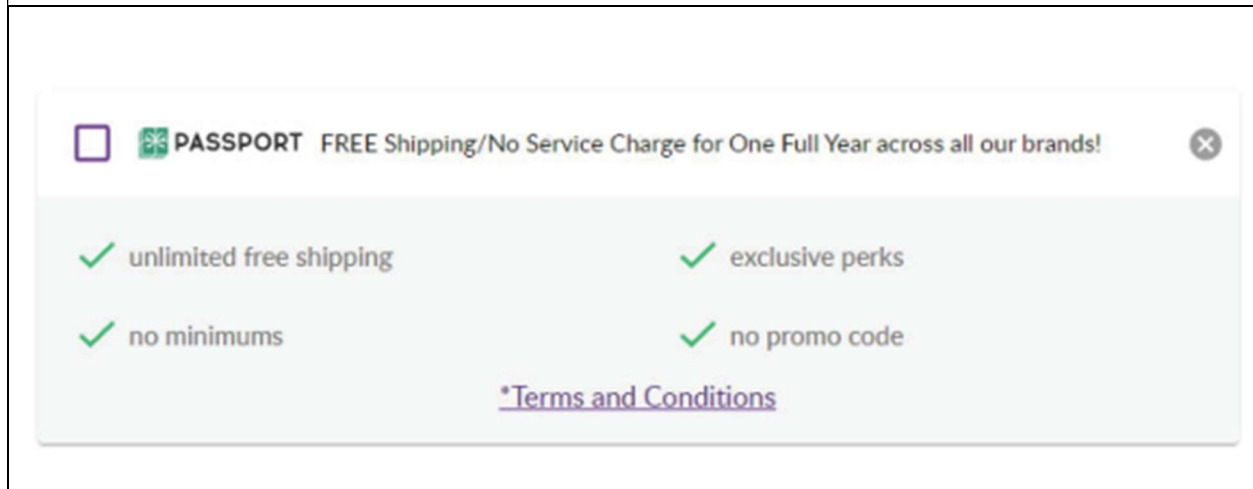
consumer was also presented with a checkbox—just below the selections relating to the product itself—providing the option of adding Celebrations Passport to their cart.

33. Between at least February 2, 2021, and June 2022, the language “PASSPORT Free Shipping/No Service Charge for One Full year across all our brands” appeared to the right of the checkbox along with a purple “i” information icon. *See* Figure 4.



34. If a consumer clicked on this information icon, they would see a pop-up box containing a bullet pointed summary of the Celebrations Passport program’s benefits. The pop-up box also included a link to the Terms and Conditions. *See* Figure 5.

Figure 5 –Website Product Page Pop Up for Celebrations Passport



35. If the customer clicked on the checkbox, a Celebrations Passport membership was added to their cart. At the time the consumer added the membership to their cart, in order to view the material terms of the subscription, including the price of a membership and the fact that it would automatically renew after a year, a consumer would have to click the information link, then click the Terms and Conditions link, and then read through the lengthy document to find the material terms. During this period, the Respondent’s mobile app similarly did not clearly and conspicuously disclose the material terms of a Celebrations Passport membership.

36. In June 2022, Respondent updated its purchase flow in three ways. First, Respondent added the annual price of Celebrations Passport to the text next to the checkbox. Second, Respondent revised the copy of the pop-out that appears if a consumer clicks on the information icon. One of the bullets was updated to say, “Automatically renews annually for \$29.99.” Third, after a consumer added Celebrations Passport to their cart by clicking on the checkbox, they would see language that said, “Celebration[s] passport has been added to your cart for \$29.99/Year. Automatically Renews, Cancel Anytime.”

37. The flow in Respondent's mobile app was similarly updated to indicate the Celebrations Passport membership price and the fact the subscription automatically renews.

Celebrations Passport Enrollment During Check Out.

38. Between at least February 2, 2021, and June 2022, if a consumer selected an item to purchase **without** adding Celebrations Passport to their cart, they were invited to join Celebrations Passport in the check-out process. Specifically, while a consumer input information pertinent to the purchase of their product, they would see a green box on the right-hand side of the page containing a checkbox to “ADD” Celebrations Passport to their cart. This solicitation appeared continuously as a consumer completed their purchase. See Figure 6.

Figure 6 –Celebrations Passport Solicitation During Check-out

The screenshot shows a mobile app checkout screen titled "Enter Delivery Information". It features a table for "Shipment 1 of 1" with columns for Item, Price, Qty, and Subtotal. The item is "Birthday Wishes Flower Cake® Vibrant" priced at \$54.99. Below the table is a "Sending To:" field with a redacted address and a "Delivery Date:" field set to "Thursday, June 9th 2022". A green "CONTINUE TO PAYMENT" button is at the bottom. On the right, a sidebar contains a "SIGN IN TO YOUR ACCOUNT" button, a "Cart Summary" section showing "1 Items" and "Order Total \$54.99", and a "CELEBRATIONS PASSPORT" section with a green box containing the text "Free Shipping / No Service charge for Year across our brands! Just \$19.99" and an "ADD" checkbox. A second "CONTINUE TO PAYMENT" button is at the bottom of the sidebar.

Shipment 1 of 1:	Item	Price	Qty	Subtotal
	Birthday Wishes Flower Cake® Vibrant Item #: 174313L Sold by: 1800 Flowers Send To Another Recipient	\$54.99	1	\$54.99

Enter Delivery Information
All fields required unless noted otherwise

Sending To: [Redacted Address] [Add a new address](#) [Edit address](#)

Delivery Date: Thursday, June 9th 2022 [Edit](#)

Delivery Time: Standard Delivery [Edit](#)

Gift Message: No Card Message [Edit](#)

Delivery: 1 Shipment

CONTINUE TO PAYMENT

SIGN IN TO YOUR ACCOUNT
Sign in for faster & easier checkout!

Or

[Login with Facebook](#)

[Sign in with Google](#)

Cart Summary [Return to cart](#)
1 Items [Expand](#)

Order Total \$54.99

FREE Shipping/No Service Charge for Year across our brands! Just \$19.99 ☐ ADD

CELEBRATIONS PASSPORT

- ✓ Free Shipping / No Service charge on today's order
- ✓ No minimums
- ✓ Exclusive Perks

[Terms & conditions](#)

CONTINUE TO PAYMENT

39. Between at least February 2021 and June 2022, this box also included text stating that the customer would get “FREE Shipping/No Service Charge for Year across our brands!”

Just \$29.99” (or the price at the time). Below this language, there was a bullet pointed list of some of the program benefits and a link to the Terms and Conditions.

40. If the consumer proceeded to enter their payment details without adding Celebrations Passport to their cart, the text of the solicitation changed. Respondent’s final attempt to sell a paid membership as part of this transaction did not disclose the annual price of the Celebrations Passport subscription. Instead, for example, the consumer saw the text “One Full Year FREE Shipping for \$5.00 more.” This referred to the **price differential** between the price of the Celebrations Passport membership (full price \$14.99-\$29.99) and the “service charge” already calculated (but **not** displayed as a “shipping” charge) for that purchase.

Figure 7 – Final Sale Attempt for Celebrations Passport

Sign in for faster & easier checkout!

Or

[Login with Facebook](#)

[Sign in with Google](#)

Payment Options: Credit Debit, PayPal, VISA, Mastercard, Klarna.

Credit or Debit Card: VISA, Mastercard, American Express, Discover

NAME ON CARD*

CARD NUMBER*

MONTH* YEAR* CVV*

Billing Address:

☒ Billing address same as delivery address

FIRST NAME* LAST NAME* BILLING ADDRESS*

[+ Add Company](#)

Cart Summary [Return to cart](#)

1 Items [Collapse](#)

Merchandise:	\$54.99
Service Charge:	\$14.99
Total before tax:	\$69.98
Taxes:	\$4.64
Order Total	\$74.62

Year FREE Shipping when you join for only \$5.00 more!

CELEBRATIONS PASSPORT

- ✓ Free Shipping / No Service charge on today's order
- ✓ No minimums
- ✓ Exclusive Perks

[terms & conditions](#)

41. In June 2022, Respondent updated this flow on its website. Multiple versions of the offer were displayed to consumers at different points in the order flow.

42. For example, in Figure 8, Respondent revised the language next to the Celebrations Passport checkbox to read “FREE Shipping/No Service Charge for Year across our brands! Just \$19.99/Year.” This version also included bullet points appearing under the Celebrations Passport logo. The first five bullets described the benefits of a membership, while the last added, “Automatically Renews, Cancel Anytime.”

43. Similarly, in Figure 9, the language next to the text box called out the total price of the membership—it said, “One Full Year FREE Shipping for \$5.01 more! Join today for \$29.99” Four of six bullets detailed the benefits of membership, while the last two were updated to say, “Automatically Renews” and “Cancel Anytime.”

Figure 8 – Sale Attempt on Shipping Page for Celebrations Passport (Close up of Offer)

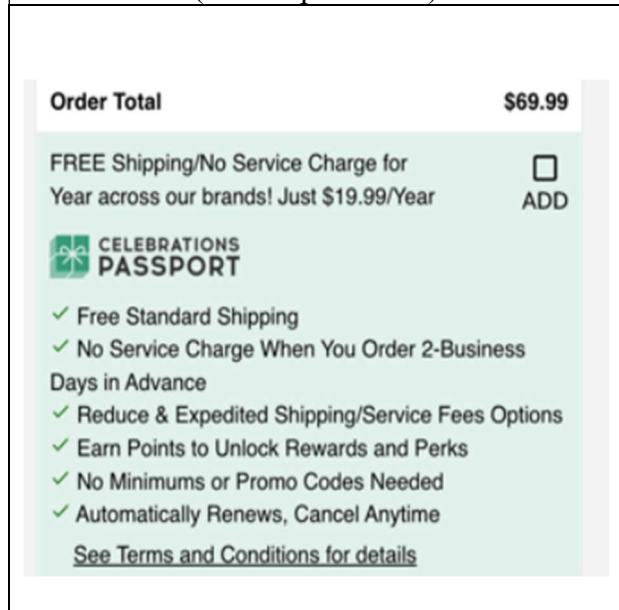


Figure 9 –Sale Attempt on Payment Page for Celebrations Passport (Close up of Offer)



44. Consumers using the mobile app were similarly solicited to join Celebrations Passport. Beginning at least in December 2022, some consumers using the mobile app were no longer shown bullets describing the Celebrations Passport program. Instead, on the last page of the purchase flow, above the “click to pay” button, these consumers were presented with an offer, for example “One Full Year Free Shipping for \$5.00 more.” The cost being the price differential between the service charges already calculated and the current price of a Celebrations Passport membership. Next to the offer was a clickable “i” information icon. If consumers clicked on the icon, they could review information about the annual cost of the automatically renewing program and the cancellation policy.

45. The material terms of the Celebrations Passport subscription only appeared on the purchase flow page after the consumer had added Celebrations Passport to their order. The subscription terms were displayed in a dense block of small text on the phone screen.

46. As demonstrated above, prior to June 2022, a consumer who added Celebrations Passport to their cart without clicking on informational icons or the linked Terms and Conditions would not have learned all the material terms of the membership before adding a Celebrations Passport to their order and completing their purchase, including that it was an annual membership, it renewed automatically, and cancellation policy.

Email Acknowledgements After Purchase.

47. After a Member purchased a Celebrations Passport membership, they received three emails from Respondent in rapid succession. These emails provided the Member with additional details about the membership they had just purchased but did not clearly and conspicuously provide the automatic renewal offer terms, the cancellation policy, and information on how to cancel.

- a. Email 1: Order Confirmation Email: The order confirmation email was sent the day the Member purchased their Celebrations Passport membership. Between at least February 2021 and March 2023, the order confirmation email included the price of Celebrations Passport, but did not disclose all the material terms of the membership, that the membership automatically renewed, the cancellation policy, or information on how to cancel the membership. Respondent updated this email in March 2023, to include a fine print disclosure with some of this information.
- b. Email 2: Account Setup Email: Respondent also sent new Members an account set-up email on the day they purchased their membership. This email prompted Members to create an online account in order to use their Celebrations Passport membership benefits. Between at least February 2021 and March 2023, this email did not include the material terms of the membership, that the membership automatically renewed, the cancellation policy, or information on how to cancel the membership.
- c. Email 3: Celebrations Passport Welcome Email: The day after their initial purchase, new Members received a welcome email that provided them with guidance on how to access the benefits of Celebrations Passport. Between at least February 2021 and June 2022, the welcome email included, in a fine print section at the bottom of the page, several material terms of the Celebrations Passport program. Specifically, this section stated that (1) Members could obtain a refund of their membership fee if they canceled within 30 days and that (2) the membership would renew in one year for \$29.99 if not terminated before the

renewal date. If a Member had not clicked on the Terms and Conditions at any prior point or separately reviewed the FAQs on Respondent's website, this fine print was the first time the Member was informed of their ability to cancel for a refund within 30 days of purchase. This email did not contain information on how to cancel the membership or turn off auto-renew. In or around June 2022, Respondent updated the welcome email to include the cancellation policy and how to cancel in fine print at the bottom of the email.

Automatic Renewal Reminder Email.

48. At all relevant times, Respondent sent Members a renewal notification email 31 days before their Celebrations Passport memberships were auto-renewed.

49. Between at least February 2021 and February 2022, the renewal email informed Members that they could avoid being charged for their next year's membership by emailing customer service to cancel. However, this disclosure appeared in small, dark gray type against a lighter gray background.

50. The email did not disclose the option to turn off auto-renew, which allowed the Member to maintain their membership benefits for the remainder of their membership term. This email also did not inform Members of the deadline for canceling or turning off auto-renew in order to avoid being charged for the next year's membership.

51. In addition, the email did not inform Members that it was possible to cancel their memberships by phone and that, after June 2021, it was possible to turn off auto-renew on their "My Account" page. If a Member had not clicked on the Terms and Conditions and/or separately reviewed the FAQs prior to receiving this email, this email was the first place the

Member was informed how they could avoid being charged for the following year's membership.

52. Respondent updated the renewal notice email in or around February 2022. The updated renewal email informed Members, at the bottom of the page in small, thin font, that they could cancel their membership by email or phone. The email did not mention the option to turn off auto-renew (and continuing to enjoy their benefits), instead of cancelling (and immediately losing all benefits). After June 2021, this email also did not inform Members that they could turn off auto-renew via their online accounts or, after July 2022, that they could cancel their memberships via their online accounts.

53. Thus, prior to June 2022, if a Member had not clicked on the Terms and Conditions and/or separately reviewed the FAQs, they would not have been provided complete information on how to cancel or turn off auto-renew for their membership at any point prior to the renewal of their Celebrations Passport membership, even if they read the renewal email.

Respondent's Misleading Online Cancellation Mechanisms.

54. Since at least February 9, 2021, Members had the option of turning off auto-renew or canceling their Celebrations Passport memberships to avoid being charged for the following year's membership. If a Member turned off auto-renew, they retained their benefits but the membership would not renew for an additional year. If a Member canceled their membership, their benefits immediately terminated, regardless of how much time remained in the membership term. Only Celebrations Passport Members who canceled within 30 days of purchase or renewal and had not used their membership in that period could receive a refund.

55. Since at least February 2021 Members were able to cancel or turn off auto-renew by contacting customer service by phone or email.

56. On or about June 1, 2021, Respondent created an online mechanism for Members to turn off auto-renew in their Account Settings page.

57. On or about June 27, 2022, Respondent also created an online mechanism for Members to cancel their memberships in their Account Settings page. The online cancellation mechanism created by Respondent did not process refunds for those that were eligible.

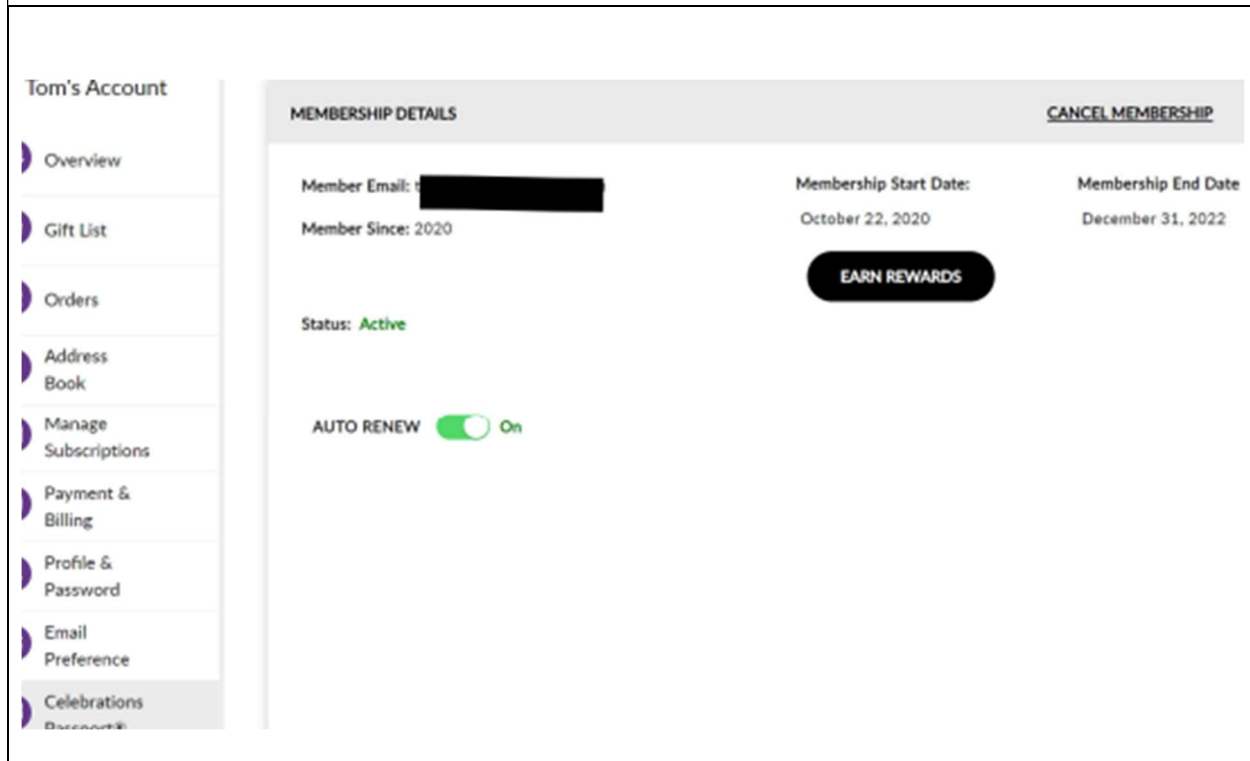
58. Respondent did not clearly and conspicuously disclose to consumers within the purchase flow, welcome emails, and linked documents:

- a. the cancellation policy and circumstances under which Members could receive a refund of the membership fee;
- b. all the methods through which Members could cancel or turn off auto-renew;
- c. a complete list of how they could cancel or turn off auto-renew (i.e. online, email, and phone); or
- d. the distinction between cancellation (e.g. immediately losing pre-paid benefits) and turning off auto-renew (e.g. retaining pre-paid benefits).

59. Although the user flow for canceling or turning off auto-renew through a Member's Account Settings page provided some additional information, it did not provide users with complete information regarding auto renewal and cancellation.

60. Beginning in June 2022, a Member who navigated to their "My Account" page could choose two potential options: (1) a green toggle in the middle of the page next to the words "Auto Renew" and (2) a small black "Cancel Membership" link in the upper right-hand corner. Additional information was provided when the user chose one of these two options.

Figure 10 – Turning Off Auto-Renew / Canceling on My Account Page



61. If a Member clicked to toggle off the green “Auto Renew” button, a pop-up screen appeared that provided information about the effect of turning off auto-renew and asked the Member if they were sure about turning off auto-renew. The pop-up did not advise Members that they could cancel for a refund if they had purchased the membership within the last 30 days and had not yet used it.

62. If a Member clicked on the “Cancel Membership” link in the upper right-hand corner, a pop-up screen appeared that told them, “By canceling now your Celebrations Passport Free Shipping / No Service Charge benefits, and any rewards points earned will expire immediately. Please call [] to speak with a customer service representative regarding any type of refund or any other questions regarding your membership before canceling.” There were two

buttons at the bottom of the pop-up: a white button with black writing stating, “Yes, Cancel”, and a solid red button with white writing stating, “No, I’d Like to Keep My Benefits.”

63. This pop-up also did not advise Members that they could cancel for a refund if they had purchased the membership within the last 30 days and had not yet used or the option to keep their benefits by turning off auto-renew.

64. Until June 2022, Members could not turn off auto-renew within Respondent’s 1-800-Flowers branded mobile app, but they could do so in the Celebrations Passport app. Similar to Respondent’s website, the mobile app did not advise Members that they could be entitled to a refund under certain circumstances and did not automatically process refunds.

65. As described above, Respondent failed to clearly and conspicuously disclose (i) its cancelation and refund policy and (ii) the difference between cancelation and turning off auto-renew. This failure was exacerbated by Respondent’s claim that Members could “Cancel Anytime.” Respondent made the “Cancel Anytime” claim to consumers without explaining the limited circumstances under which consumers could obtain a refund, the difference between canceling and auto-renew, and the requirement to take action at least five days before the renewal date in order to avoid being charged for another year.

66. The records maintained by Respondent’s customer service agents demonstrate that the company’s customers and even employees have found the distinction between cancelation and turning off auto-renew to be confusing. For example, it was not uncommon for customers to reach out to have their Celebrations Passport memberships canceled and refunded, only to have customer service representatives instead turn off auto-renew. This would result in delayed cancellations and related refunds. Some customers needed to follow-up multiple times to finally get their refunds.

67. Since 2021, consumers have submitted complaints to the OAG, the FTC, the Better Business Bureau (“BBB”), and Respondent itself about their confusion related to the enrollment and cancelation processes for Celebrations Passport. For example, frustrated customers complained that:

I ordered flowers on 12/5/21. After placing the order I realized that an extra fee was applied to my order of a \$20.00 yearly passport fee for free shipping. I attempted to change my order online within the 15 mins that was stated to modify your order in. I was unable to change the order online. I called customer service and they REFUSED to refund me the additional passport fee that I did not wish to have. No attempt was made to resolve my complaint today. I asked that the \$20 be refunded and I just be charged for a one time shipment fee. They refused to do this for me and offered me no other option. (December 2021)

1-800-Flowers charged for an auto-renewal charge on a 'service' that only applies if I were to use the company. I have not used this company in well over a year or 2 and suspect that this stems from a past transaction where they signed me up for this auto-renewal service. When I called to complain and ask for a refund I was told that their policy is not to issue a refund after 30 days of 'purchase'. As I had called this company as soon as I was aware of the charge for this service and I have not used their service, and their auto-renewal process is not inline with current New York State law requiring positive affirmation, I want to file this complaint against the company for deceptive business practices. (September 2021)

They don't clearly state how to cancel the subscription and there is no online option to do so when logged into their website. They also hold your payment information hostage for the subscription where it cannot be removed on your own. I contacted customer support and talked to 5 different agents over 1 chat conversation and 2 phone calls before anything was resolved. When I called the first time I asked them to cancel my passport renewal/subscription, . . . [T]he agent said she could cancel my auto-renewal but not the passport subscription itself. . . . They make it very difficult to cancel the Passport renewal/subscription and to remove any payment information. (May 2021)

Respondent's Violations

68. New York Executive Law § 63(12) prohibits persons or business entities from engaging in repeated fraudulent or illegal acts or otherwise demonstrating persistent fraud or illegality in the carrying on, conducting, or transaction of business.

67. GBL Article 22-A prohibits deceptive acts or practices in the conduct of any business, trade, or commerce in this State. GBL § 349.

68. GBL Article 22-A also prohibits false advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this State. GBL § 350.

69. GBL Article 29-BB requires businesses that offer products and services on an automatically renewing basis to present the terms of the automatic renewal offer (as well as the terms of any trial period) clearly and conspicuously before the subscription is fulfilled, to obtain the consumer's affirmative consent to the agreement containing the automatic renewal offer terms, and to provide a cost-effective, timely, and easy-to-use mechanism for cancellation. GBL § 527-a(1)-(2).

70. The Restore Online Shoppers' Confidence Act ("ROSCA"), 15 U.S.C. § 8403, requires a seller marketing a negative option feature over the internet to "clearly and conspicuously disclose[] all material terms of the transaction before obtaining the consumer's billing information," "obtain[] a consumer's express informed consent before charging the consumer," and provide consumers with "simple mechanisms . . . to stop recurring charges from being placed on the consumer's credit card, debit card, bank account, or other financial account."

71. The OAG finds that the practices described above constitute repeated violations of GBL §§ 349 and 527-a, ROSCA, 15 U.S.C. § 8403, and New York Executive Law § 63(12).

72. Respondent neither admits nor denies the OAG's Findings, Paragraphs 1 through 71 above. Respondent has agreed to this Assurance in settlement of the violations described above and to avoid the time, expense, and distraction of litigation.

73. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding and to discontinue its investigation.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

PROSPECTIVE RELIEF

74. For the purposes of this Assurance, the following definitions apply:
- a. "Automatic Renewal" shall mean a plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
 - b. "Cancellation Mechanism(s)" shall refer to all methods by which Respondent allows a Consumer to terminate their Subscription and avoid future charges related to that Subscription, including but not limited to requesting that the Subscription be canceled or that an auto-renew feature be turned off. The term "Cancellation Mechanism(s)" shall include within it, but not be limited to, the online cancellation mechanism for Subscriptions entered into online required by New York General Business Law § 527-a.
 - c. "Clear(ly) and Conspicuous(ly)" shall mean in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in

a manner that clearly calls attention to the language. In the case of an audio disclosure, "clear and conspicuous" means in a volume and cadence sufficient to be readily audible and understandable. In the case of an email acknowledgment, "Clear and Conspicuous" means in the body of the email and not in attached documents.

- d. "Consumer" shall mean any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes, including but not limited to a Subscription.
- e. "Continuous Service" shall mean a plan or arrangement in which a subscription or purchasing agreement continues until the consumer cancels the service.
- f. "Material Terms" shall mean
 - i. The initial price of the Subscription;
 - ii. Any limitations on the availability or use of an offered benefit (*e.g.*, if a benefit is described as "Free Shipping" but is not always available, the benefit must be described as "Free Shipping on Eligible Products" or in another manner that indicates to consumers that the benefit is not always applicable);
 - iii. The time period during which the initial price applies;
 - iv. The price of the Subscription after the initial price expires;
 - v. The term of the Subscription;
 - vi. That the Subscription will automatically renew;

- vii. When the Subscription will renew, which may be presented as a length of time (*e.g.*, one year from the date of purchase) rather than as a specific date; and
 - viii. all material terms of the cancellation policy that applies to the offer, including each deadline by which the Consumer must act to avoid further charges and each method of cancellation accepted by Respondent, provided that Respondent may use a link to a FAQ (or similar page) that details each Cancellation Mechanism accepted by Respondent.
- g. “Subscription” shall refer to any goods, services, or benefits offered on an Automatic Renewal or Continuous Service basis.

75. Respondent shall comply with this Assurance, GBL §§ 349, 527-a, ROSCA 15 U.S.C. § 8403(3), and any other applicable laws or rules in connection with its marketing, sales, and cancellations of Subscriptions.

A. Enrollment Flow

76. Respondent shall accurately, and Clearly and Conspicuously, disclose all Subscription Material Terms before the Consumer completes their purchase or before Respondent collects the Consumer’s billing information. Such disclosure of the Subscription Material Terms listed in Paragraph 74(f) ii-viii shall be similarly proximate to the option presented to the Consumer to accept the offer as the disclosure in paragraph 74(f) i.

77. Respondent shall obtain the Consumer’s informed, affirmative consent to the terms listed in Paragraph 74(f) prior to charging the Consumer. Respondent shall obtain the Consumer’s informed, affirmative consent to the negative option feature offer separately from any other portion of the entire transaction prior to charging the Consumer for the Subscription.

B. Email Acknowledgment After Purchase

78. Upon purchase of a Subscription, Respondent shall provide Consumers with an email acknowledgment that Clearly and Conspicuously discloses the terms of the Subscription identified in Paragraph 74(f), with the following additions:

- a. The date on which the Consumer will next be charged shall be identified as a specific date rather than in relation to the renewal date;
- b. The date by which the Consumer must cancel or act to avoid the next charge shall be identified as a specific date rather than in relation to the renewal date; and,
- c. The description of the Cancellation Mechanisms shall include instructions for how to access these mechanisms.

79. If the Subscription was purchased pursuant to a trial or introductory promotion, the email acknowledgment shall also Clearly and Conspicuously disclose when the promotion ends, by when a Consumer must act to avoid being charged for the subsequent Subscription term, and how the Consumer can do so.

C. Online Cancellation Mechanisms

80. Respondent shall provide an online Cancellation Mechanism that is simple, cost-effective, timely, and easy-to-use. The mechanism shall be at least as easy to use as the process for initiating a Subscription, and it shall be available to Consumers over (i) the same website(s) or app(s) the Consumer used to initiate the Subscription, or (ii) a website or app specific to the Subscription. If a website or app that the Consumer used to initiate a Subscription is discontinued by Respondent, Respondent will (i) send an email (if available) or text (if email is not available) to such Consumer instructing them how they can manage their continuing Subscription including but not limited to instructions on how to navigate to the correct

Cancellation Mechanism, and (ii) for one year after such website or app is discontinued, display a notice that appears when a Consumer visits such website or app that instructs Consumers how they can manage their Subscription.

81. Within ninety (90) days after the Effective Date of this AOD, the online Cancellation Mechanism shall meet the following additional criteria:

- a. If the Consumer is eligible for a refund based on Respondent's applicable refund policy, the Consumer's use of the Cancellation Mechanism will also result in the initiation of a refund to the Consumer's method of payment. Respondent shall provide confirmation to the Consumer of the amount refunded and the date the transaction was processed, in a manner capable of being retained by the Consumer.
- b. For Consumers eligible for more than one form of terminating or suspending charges for their Subscriptions (*e.g.*, turning off auto-renew or cancellation), Respondent shall Clearly and Conspicuously, in close proximity to the Cancellation Mechanisms and prior to the Consumer making a selection, describe all available forms of terminating or suspending charges for their Subscriptions and identify the impact of selecting each option (*e.g.*, receiving a refund, losing benefits, preventing future charges).
- c. In cancelling a Subscription or turning off automatic renewal, a Consumer will not be required to give up the unused benefits of a Subscription that has already been paid for if the Consumer does not receive a refund for any unused benefits.

C. Renewal Notices

82. Respondent shall provide a renewal notice to all Consumers who have purchased Subscriptions that renew automatically (other than monthly automatic renewals). Such notice shall be provided at least 15 days and not more than 45 days before the Subscription renews (unless otherwise provided by applicable law). The notice shall Clearly and Conspicuously state the following: (A) that the Subscription will automatically renew unless the Subscriber cancels; (B) the price at which the Subscription will renew; (C) the length and any additional terms of the renewal period; (D) the Cancellation Mechanisms available to the Consumer; (E) if the notice is sent electronically, the notice shall include either a link that directs the Consumer to the Cancellation Mechanism or a description of how to navigate to the correct page; and (F) contact information for Respondent.

D. Compliance

83. Respondent shall employ a compliance officer or designate an employee with specific responsibility for ensuring that the company complies with terms of the Assurance.

84. Within thirty (30) days of the Effective Date, Respondent shall establish and implement written policies and procedures designed to ensure compliance with the terms of this Assurance.

85. Respondent shall contractually require third-party contractors, if any, responsible for conduct related to the subject matter of this Assurance to comply with all applicable laws and Respondent shall take reasonable steps to ensure that any such third-party contractors comply with the requirements of this Assurance. Nothing in this paragraph shall require Respondent to refer directly to this Assurance in such contracts or provide such third-party contractors with a copy of this Assurance.

86. Within thirty (30) days of the Effective Date, Respondent shall provide notice of the requirements of this Assurance to each of its current officers, managers, and employees that have supervisory authority and/or responsibilities with respect to the subject matter of this Assurance. Further, Respondent shall provide notice of the requirements of this Assurance to each new officer, manager that has supervisory authority and/or responsibilities with respect to the subject matter of this Assurance within thirty (30) days from which such person assumes their position at Respondent.

87. Within ninety (90) days after the Effective Date of this Assurance, Respondent shall ensure that all of its disclosures related to the material terms of a Subscription are (i) in compliance with this Assurance, and (ii) use consistent language to make such disclosures.

MONETARY RELIEF

88. Respondent shall pay to the State of New York three hundred and seventy five thousand dollars (\$375,000.00) in penalties, fees, and costs (the “Monetary Relief Amount”). Payment of the Monetary Relief Amount shall be made within 30 days of the execution of this AOD and shall reference AOD No. 25-046.

89. Payments to the OAG shall be made by wire transfer in accordance with instructions provided by an OAG representative.

90. In addition, Respondent shall pay restitution to the following classes of Celebrations Passport Members (the “Restitution Classes”) to the extent they have not already received refunds for the membership fees paid. Consumers who meet the applicable criteria for Restitution Class A and either Restitution Class B or Restitution Class C shall receive only the amount of restitution designated for Restitution Class A members. Consumers who have already

received a refund of their membership fees are excluded from any restitution class for which they would otherwise qualify.

- a. Full Refunds for New York Consumers Who Filed Complaints: New York consumers are eligible for a full refund of their most recent Celebrations Passport membership fee if they:
 - i. Purchased a membership on Respondent's website between February 9, 2021 and June 26, 2022 or through Respondent's mobile app between February 9, 2021 and December 21, 2022; and
 - ii. Filed a complaint with the Office of the Attorney General, Better Business Bureau (BBB), Federal Trade Commission (FTC) or Respondent about an unexpected subscription purchase or renewal, an unexpected price increase, or issues with the cancellation process.
- b. \$20 Refunds for Certain New York Consumers: New York consumers are eligible for a \$20 refund if they:
 - i. Purchased a Celebrations Passport membership on Respondent's website between February 9, 2021 and June 26, 2022 or through Respondent's mobile app between February 9, 2021 and December 21, 2022; and
 - ii. Had their membership automatically renew for a second year; and
 - iii. Did not use the Celebrations Passport free shipping / no service fee benefits during either of the first or second year of their subscription, other than free shipping / no service fee on their first purchase under their Celebrations Passport membership.

- c. \$20 Refunds for Other U.S. Consumers: Other U.S. consumers are eligible for a \$20 refund if they:
- i. Purchased a Celebrations Passport membership on Respondent's website between February 9, 2021 and June 26, 2022 or through Respondent's mobile app between February 9, 2021 and December 21, 2022;
 - ii. Are not members of the California class action *Paiz v. 1-800-Flowers.com*, C.D. Cal., Case No. 2:2023cv07441 or the New York restitution classes described in sections a. or b. above; and
 - iii. Did not use the Celebrations Passport free shipping benefits at all during their membership.

91. The restitution payments shall be issued within 180 days of the Effective Date (the "Restitution Deadline"). To effectuate the restitution payments, Respondent shall attempt to refund the Restitution Class members electronically, transmitting the full amount to the member's last-known valid payment method on file with Respondent including by effectuating a reverse charge on the member's credit card. If Respondent is successful in transmitting the full amount to the Restitution Class members' last-known valid payment method on file, Respondent shall send a notice by email to each such Member within five business days (a) describing the relief, including that such relief is restitution pursuant to this Assurance, (b) stating the dollar amount to which the Member was entitled as a refund, and (c) notifying the Member that the refund was made to the member's last-known valid payment method on file with Respondent.

92. If Respondent is unable to refund a Restitution Class Member electronically, then it shall send a notice by email to the Member's last known email address on file within five business days (a) describing the relief, including that such relief is restitution pursuant to this

Assurance, (b) stating the dollar amount to which the Member was entitled as a refund, (c) notifying the Member that Respondent was unable to make the refund to the Member's last-known valid payment method on file with Respondent, and (d) directing the Member to elect to receive their refund via digital payment to an account provided by the member (*e.g.*, PayPal, Venmo, Zelle, virtual Mastercard, or similar means) or via hardcopy check to a physical mailing address provided by the Member, provided that if the Member does not respond with such election within 14 days of the date of email, Respondent shall refund the Member via hardcopy check mailed to the Member's last known address on file with Respondent (via first-class mail, postage prepaid, address correction service requested with forwarding and return postage guaranteed). If a hardcopy check is returned undeliverable, then Respondent must use standard address search methodologies such as re-checking Respondent's records and the Postal Service's National Change of Address database, and re-mail to any corrected and/or updated address within fifteen (15) days.

93. For Restitution Class members who will receive a refund via hardcopy check, Respondent shall inform the Restitution Class Member who will receive a hard copy check that any uncashed checks will be voided on the six-month anniversary of their issuance. Respondent shall inform the OAG when it plans to notify class members and provide the OAG with a copy of planned notices to members pursuant to this Assurance for the OAG's review and approval at least fifteen (15) business days prior to transmission. Respondent may deem the OAG's failure to object to any planned notice within fifteen (15) business days as approval of the notice.

94. Within thirty (30) days of the Restitution Deadline, Respondent shall provide the OAG an accounting of all restitution payments issued in accordance with this Assurance.

95. In the event that any restitution payments remain unpaid or uncashed on the six-month anniversary of the Restitution Deadline, all uncashed checks shall be voided. Once such uncashed checks have been voided, Respondent shall pay by wire transfer to the State of New York the value of the unpaid or uncashed restitution payments within 20 days and such funds shall be retained by the OAG as penalties and costs or, at the OAG's discretion, be distributed as additional restitution. Respondent shall provide to the OAG an accounting of the unpaid and uncashed restitution payments which shall include the contact information Respondent used to reach the consumers entitled to the restitution payments, the manner in which the payment was issued, and the reason the payment was not completed (*e.g.*, check returned or check not cashed).

96. Any payments and all correspondence related to this Assurance must reference Assurance number 25-046.

MISCELLANEOUS

97. Respondent expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to Paragraph 103, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance, subject to any applicable work product or attorney-client privilege;

- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

98. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation, legal fees, expenses, and court costs.

99. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. Respondent shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG, except where such assignment, delegation, or transfer is part of a merger, acquisition, bankruptcy, or other transaction in which a third party assumes control of all of the Respondent's assets or a part thereof.

100. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

101. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon

the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

102. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance number 25-046, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondent, to:

1-800-Flowers.com, Inc.
Two Jericho Plaza, Suite 200
Jericho, NY 11753
Attn: General Counsel

If to the OAG, to:

The person holding the title of Bureau Chief

Office of the Attorney General
Bureau of Internet & Technology
28 Liberty Street
New York, NY 10005

103. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondent and their counsel and the OAG's own factual investigation as set forth in Findings, Paragraphs 1-73 above. The Respondent represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

104. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance.

105. The Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondent further represents and warrants that Michael R. Manley, as the signatory to this Assurance, is a duly authorized officer acting at the direction of the Board of Directors of Respondent.

106. Respondent shall not make or permit to be made any public statement denying, directly or indirectly, the propriety of this Assurance or the OAG investigation. Nothing in this paragraph affects Respondent's (i) testimonial obligations or (ii) right to take positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding.

107. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violates the Assurance after its effective date.

108. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

109. Respondent acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

110. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

111. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

112. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

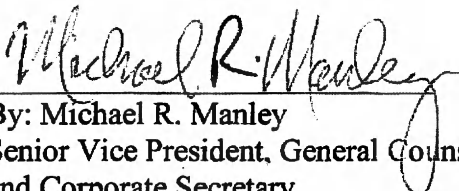
113. The Effective Date of this Assurance shall be the date of the last signature to this agreement.

LETITIA JAMES
ATTORNEY GENERAL OF THE
STATE OF NEW YORK


By: Gena Feist
Assistant Attorney General
Bureau of Internet and Technology
Office of the New York State
Attorney General
28 Liberty St.
New York, NY 10005

Date 7/21/26

1-800-FLOWERS.COM, INC.,


By: Michael R. Manley
Senior Vice President, General Counsel
and Corporate Secretary
Two Jericho Plaza, Suite 200
Jericho, NY 11743

7/10/26
Date