

February 6, 2026

David Do
Chair/Commissioner
NYC Taxi & Limousine Commission
33 Beaver Street
New York, NY 10004

Sent via U.S. Mail and Electronic Mail (commissioner@tlc.nyc.gov; bhoylmansigal@manhattanbp.nyc.gov; mayormamdan@cityhall.nyc.gov)

Dear Chair Do:

The Foundation for Individual Rights and Expression (FIRE), a nonpartisan nonprofit that defends free speech, would like to acknowledge your recent handling of Manhattan Borough President Brad Hoyleman-Sigal's efforts to pressure the NYC Taxi & Limousine Commission to cancel its contract with Curb due to Curb's partnership with Newsmax. The First Amendment bars public bodies and officials from intruding on private parties' free speech rights, including by discriminating against their viewpoints, and conditioning a contract on severing a partnership with a news vendor because of its reporting. We appreciate NYC TLC's repudiation of Hoyleman-Sigal's letter in which he attempted to abuse his authority and we encourage the NYC TLC to continue abiding by the First Amendment.

According to New York Post reporting, Hoyleman-Sigal sent a letter on January 21 to New York City Mayor Zohran Mamdani and "TLC Commissioner Midori Valdivia"¹ stating, "I urge you to summarily suspend [NYC TLC's] partnership with Curb ... and demand that Curb cease its collaboration with Newsmax as a condition of licensure given [its] history of misinformation and disingenuous reporting," and arguing that Newsmax "is not a credible news source for New Yorkers."² Hoyleman-Sigal also posted a video of himself on social media holding the letter and

¹ It is unclear why Hoyleman-Sigal addressed his letter to Midori Valdivia when according to public records and the TLC website, her nomination has not yet been confirmed. As such, we are addressing this letter to Chair Do.

² *Brad Hoyleman-Sigal Urges NYC Mayor to Pull Newsmax from Taxi TV Screens*, N.Y. Post (Jan. 30, 2026), <https://nypost.com/2026/01/30/us-news/mamdani-urged-by-manhattan-borough-president-to-pull-newsmax-from-nyc-taxi-cab-screens/>.

urging that, “Any news source that defends ICE shouldn’t be in New York City taxi cabs.”³ The same reporting indicates Curb entered into a contract with Newsmax last year to provide one-minute news updates that play in NYC taxis.

In response, TLC spokesman Jason Kersten stated, “We take seriously what New Yorkers are shown on Taxi TV screens, and we regularly review that content. There are clear rules in place that prohibit material that disparages or demeans people or communities. Based on those rules, the Newsmax ads currently running on some NYC taxis do not violate TLC standards.” Kersten added, “It’s also important to note that riders are required to have the ability to mute or turn off the screens.”

The NYC TLC’s response was the constitutionally correct one, considering how rarely such direct evidence of viewpoint discrimination and jawboning by a government official is as public and evident as Hoylman-Sigal has provided in this scenario.

If Hoylman-Sigal had his way, the NYC TLC would penalize Curb for partnering with Newsmax for broadcasting a message or viewpoint with which he disagrees. That is textbook viewpoint discrimination. Viewpoint discrimination is an “egregious” form of censorship, and government actors and entities “must abstain from regulating speech when the specific motivating ideology or the opinion or perspective of the speaker is the rationale.”⁴ When “the government targets not subject matter, but particular views taken by speakers on a subject, the violation of the First Amendment is all the more blatant.”⁵ ICE protests are a matter of significant public interest and while some may take issue with Newsmax’s perspective or credibility, that does not deprive it of constitutional protection.

Ultimately, it is up to Curb—not the government—to select the vendors with which it chooses to contract. The Supreme Court has made clear that any public coercion, i.e., jawboning,⁶ of a private actor to suppress disfavored speech on its behalf violates the First Amendment.⁷ When government officials lack the ability to directly pressure a private actor, jawboning provides them with an indirect way to achieve the same goal. When public officials use jawboning—especially behind closed doors—to influence how others moderate or distribute speech, it raises serious constitutional issues, because it can circumvent formal legal protections for free expression and result in a chilling effect. Hence, Hoylman-Sigal attempted to pressure the Mayor’s Office to accomplish what he lacks the authority to do directly.

³ Brad Hoylman (@bradhoylman), X (Jan. 30, 2026, 3:58 PM), <https://x.com/bradhoylman/status/2017373796768903231>.

⁴ *Rosenberger v. Rector & Visitors of Univ. of Va.*, 515 U.S. 819, 829 (1995).

⁵ *Id.*

⁶ *What Is Jawboning and Does It Violate the First Amendment?*, FIRE (Jan. 31, 2026), <https://www.thefire.org/research-learn/what-jawboning-and-does-it-violate-first-amendment>.

⁷ See *NRA of Am. v. Vullo*, 602 U.S. 175, 190 (2024) (“A government official cannot coerce a private party to punish or suppress disfavored speech on her behalf.”); see also *Bantam Books, Inc. v. Sullivan*, 372 U.S. 58 (1963) (holding that informal government pressure on private distributors to suppress publications violates the First Amendment).

Hoyleman-Sigal's proposition is to give Curb no other option but to terminate its contract with Newsmax if it wants to remain in business with NYC. As the Supreme Court has made clear:

Even though a person has no "right" to a valuable governmental benefit, and even though the government may deny him the benefit for any number of reasons, there are some reasons upon which the government may not rely. It may not deny a benefit to a person on a basis that infringes his constitutionally protected interest, *especially his interest in freedom of speech.*⁸

In line with this principle, the Supreme Court has held that the First Amendment prevents the government from terminating or not renewing a contract because of the contractor's speech on matters of public concern.⁹

For all these reasons, FIRE commends the NYC TLC for resisting Hoyleman-Sigal's blatant jawboning in violation of the First Amendment and encourages the NYC TLC to continue to do so.

Sincerely,



Stephanie Jablonsky
Senior Program Counsel, Public Advocacy

Cc: Brad Hoyleman-Sigal, Manhattan Borough President
Zohran Mamdani, New York City Mayor

⁸ *Perry v. Sindermann*, 408 U.S. 593, 597 (1972) (emphasis added).

⁹ See, e.g., *id.* (public college could not constitutionally predicate nonrenewal of one-year teaching contract on faculty member's exercise of First and Fourteenth Amendment rights); *Bd. of Cnty. Commr's v. Umbehr*, 518 U.S. 668 (1996) (county violated First Amendment when it terminated lease with independent contractor for his criticism of county government in public meetings).