

STATE OF NEW YORK
DEPARTMENT OF STATE

In the Matter of the Alleged Violations of the
Do Not Call Registry

CONSENT ORDER

- by-

2023-C-031600

QUANTUM 3 MEDIA, LLC

1. The Department of State (the "Department") is the executive agency of the State of New York charged with the regulation and enforcement of the "Do Not Call" ("DNC") law in New York State.
2. This investigation was initiated based upon a review of complaints received by the Department alleging violations of, *inter alia*, New York State General Business Law §399-z and 19 New York Codes, Rules and Regulations (NYCRR), Part 221.
3. Specifically, the Department received complaints alleging that Quantum 3 Media, LLC ("Respondent") engaged in seven-hundred and thirty (730) violations of General Business Law §§399-z(1)(k) and (5), by contacting consumers whose phone numbers are listed on the DNC registry without the consumer's express written or verbal consent or the existence of an established business relationship. New York's DNC statute provides that calls to any number listed on the DNC registry are considered unsolicited unless the consumer provides express written or verbal consent to contact from the telemarketer or there is proof of an established business relationship.
4. By executing this Consent Order, Respondent affirmatively waives its right to a hearing in the manner provided by law, consents to the issuance and entry of this Order and agrees to be bound by the terms, provisions and conditions contained herein.
5. In executing this Consent Order, Respondent enters into this agreement to resolve and settle the allegations referenced herein. Respondent represents that no calls will be made by Respondent to New York State residents whose telephone numbers are listed on the DNC registry unless the Respondent has an existing business relationship as defined in General Business Law §399-z(1)(k)(ii) and/or sought, received, and retained documentation of express written or verbal consent to contact, and such consent is specific to contact from Respondent by name.
6. The Respondent enters into this agreement to resolve seven-hundred and thirty (730) complaints alleging violations of New York General Business Law §§399-z(1)(k) and (5) by contacting consumers whose phone numbers were listed on the DNC registry for a period of thirty-one (31) days prior to the date each call was made without the consumer's express written or verbal consent or the existence of an established business relationship.
7. For the seven-hundred and thirty (730) violations referenced in paragraph six (6), the Department and Respondent agree to a civil penalty of three-hundred and twenty-nine thousand dollars (**\$329,000.00**), subject to the conditions set forth below.

8. Respondent is aware that the Department alleged additional violations of New York General Business Law §399-z that are not addressed in this order. The Department consents to close and discontinue the investigation into those additional violations, with prejudice, and seek neither prosecution nor penalty, if Respondent: (1) is not adjudicated to have violated General Business Law §§399-z(1)(k) and (5) by contacting consumers whose phone numbers are listed on the DNC registry for a period of thirty-one (31) days prior to the date each call was made without the consumer's express written or verbal consent to a call from Respondent, or the existence of an established business relationship following the date on which this Order is executed; (2) is not adjudicated to have violated any other provision of General Business Law §399-z within twelve months following the date on which this Order is executed; (3) does not provide operational support to any entity adjudicated to have violated any provisions of the New York General Business Law §399-z within twelve months following the date on which this Order is executed; and (4) satisfies the civil penalty referenced in paragraph seven (7) in accordance with the terms outlined herein.
9. This Consent Order has been entered into prior to the initiation of an administrative proceeding and without a determination of liability. The Respondent enters into this agreement to resolve a disputed matter in accordance with the consideration and conditions outlined herein.

NOW, in consideration of the above, the respective parties consent to entry of an **ORDER** with the following terms and conditions:


- TC1. Respondent shall return the fully executed and notarized Consent Order such that same is received by the Department **on or before December 15, 2023**. The mailing address to send the Consent Order is: NYS Department of State, Division of Consumer Protection, Attn: Paula J. O'Brien, Division Director, One Commerce Plaza, 99 Washington Avenue, Suite 640, Albany, NY 12231.
- TC2. Respondent shall pay the fine in the amount of **Three-Hundred and Twenty-Nine Thousand Dollars (\$329,000.00)** in the form of a certified check, money order, ACH deposit or wire transfer, payable to "NYS Department of State," **on or before January 1, 2024**.
- TC3. The Consent Order herein expressly depends upon representations made by Respondent both oral or written, formal or informal which relate to the subject matter of the Consent Order and that such representations have fully, accurately and truthfully disclosed all relevant facts to the Department. If any such representation is determined to be limited, inaccurate or untruthful, the Department shall not be bound by the terms herein and shall initiate any lawfully authorized action against Respondent.
- TC4. Respondent agrees that any adjudication of violations of General Business Law §§399-z(1)(k) and (5) shall constitute repeated illegal acts enforceable pursuant to New York Executive Law §63(12).

- TC5. The effective date of this Order shall be the date on which the Secretary of State or an appointed designee signs the same. The Department will provide Respondent with a fully executed copy of this Order as soon as practicable after the Secretary of State or an appointed designee signs the same.
- TC6. The failure of Respondent to comply fully and in timely fashion with any provision of this Order shall constitute a default and a failure to perform an obligation under this Order. Such default shall result in a referral to the Office of Attorney General for collection of the civil penalties for each complaint, in full, pursuant to NY Executive Law §63. Respondent hereby acknowledges the fine owed under this agreement, accepts the same as valid and waives the right to contest the same. Specifically, the civil penalty is owed by reason of Respondent's alleged violations of, *inter alia*, §399-z of the General Business Law as outlined above.
- TC7. This Order constitutes the entire agreement of the parties, and no provision of the agreement shall be deemed waived or otherwise modified except as is specifically set forth in a writing executed by the Secretary of State or his designee indicating an intent to modify this Order.
- TC8. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting: (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demand whatsoever that the Department may have against anyone, other than Respondent, its parents, subsidiaries or affiliates; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Order; or (3) any right of the Department to bring any future action, either administrative or judicial, for any future violations of the applicable laws, the implementing regulations or conditions contained in orders if any, issued by the Department to Respondent.
- TC9. The penalty per offense set forth in this Consent Order is neither intended to be nor shall not be construed by Respondent as consent by the Department as a benchmark for any penalty that may be imposed upon any determination against Respondent of future violations of New York General Business Law section 399-z.

TC10. By entering into this Order, the Department expressly waives and releases Respondent, its parents, subsidiaries or affiliates, from all claims or liability arising out of the allegations at issue in File #2023-C-031600, and any and all complaints based on telephone calls that were made or allegedly made, or other facts that occurred or allegedly occurred, prior to the date of this Order, subject to the provisions contained in paragraph eight (8) above and these terms and conditions.

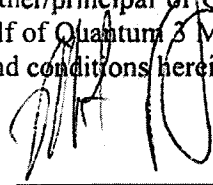
Dated: December 7th, 2023
Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

By: 
Paula J. O'Brien, Esq.
Director, Division of Consumer Protection

CONSENT OF QUANTUM 3 MEDIA, LLC

Mitch Ginzberg on behalf of Quantum 3 Media, LLC, hereby consents to the issuing and entering of this Order, affirms that they are a partner/principal of Quantum 3 Media, LLC and authorized to enter into this consent order on behalf of Quantum 3 Media, LLC, waives the right to a hearing and agrees to be bound by the terms and conditions herein.



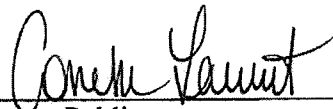
EVP + Chief Operating Officer

STATE OF NEW JERSEY

COUNTY OF Bergen

ss.:

On this 5th day of December in the year 2023 before me, the undersigned, personally appeared Mitchell Ginzberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

