

STATE OF NEW YORK
DEPARTMENT OF STATE

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

CONSENT ORDER

- by-

2024-C-021500

DIGITAL THRIVE, LLC, Nick Mansfield,
Paul Mansfield, Jennifer Mansfield, et. al.

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 220.
3. Specifically, the Department received complaints alleging that Digital Thrive, LLC, Nick Mansfield, Paul Mansfield and Jennifer Mansfield ("Respondents") engaged in multiple 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, Respondents affirmatively waive their right to a hearing in the manner provided by law, consent to the issuance and entry of this Order and agree to be bound by the terms, provisions and conditions contained herein.
5. In executing this Consent Order, Respondents enter into this agreement to resolve and settle the allegations referenced herein. Respondents represent that no calls will be made by Digital Thrive, LLC to New York State residents whose telephone numbers are listed on the DNC registry unless the Respondent company has an existing business relationship with the consumer as defined in 19 NYCRR §220.2(b) and/or sought, received, and retained documentation of express written or verbal consent specific to contact from the Respondent company or an established d/b/a by name.
6. The Respondents enter into this agreement to resolve the alleged 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 violations referenced in paragraph six (6), the Department and Respondents agree to a civil penalty of six-hundred thousand dollars (**\$600,000.00**), two-hundred and fifty

thousand dollars (**\$250,000.00**) of which shall be deferred and deemed waived by the Department pending compliance with the conditions set forth in paragraph eight (8).

8. The Department consents to close and discontinue this matter with prejudice provided Respondents:

1) register in accordance with General Business Law §399-pp prior to engaging in any further telemarketing in New York State;

2) are not adjudicated to have violated General Business Law §§399-z(1)(k) and (5) relating to any contact for five (5) years following the effective date of this Order;

3) are not adjudicated to have violated any other provision of General Business Law §399-z for five (5) years following the effective date of this Order;

4) do not provide operational support to any entity engaging in telemarketing in New York State that is adjudicated to have violated any provisions of the New York General Business Law §399-z within the twelve-month period following the effective date of this Order;

5) prior to engaging in any further telemarketing in New York State, provide the Department with a list of ANIs used in New York State with any such disclosure to occur semi-annually for a period of five (5) years after the effective date of this order; and

6) Pay a penalty of three-hundred and fifty thousand dollars (**\$350,000.00**) in accordance with the terms and conditions set forth herein.

10. This Consent Order has been entered into prior to the initiation of an administrative proceeding and without a determination of liability. The Respondents enter 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. Respondents shall return the fully executed and notarized Consent Order such that same is received by the Department **on or before September 5, 2024**. The mailing address to send the Consent Order is: NYS Department of State, Division of Consumer Protection, Attn: Katie Sherwin, Acting Division Director, One Commerce Plaza, 99 Washington Avenue, Suite 640, Albany, NY 12210.

TC2. Respondents shall pay **Three-Hundred and Fifty Thousand Dollars (\$350,000.00)** in the **form of a certified check or money order**, payable to **“NYS Department of State,”** **on or before September 15, 2024**. The remaining portion of the penalty required by paragraph seven (7) of this order shall be deemed waived five (5) years after the effective

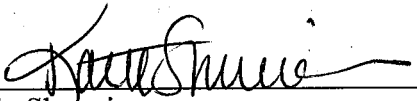
date of this order provided that all requirements outlined in paragraph eight (8) have been met.

- TC3. The Consent Order herein expressly depends upon representations made by Respondents 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 Respondents.
- TC4. Respondents agree 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 Respondents 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 Respondents 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 violation identified by the Department, in full, pursuant to NY Executive Law §63. Respondents hereby acknowledge the civil penalty 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 Respondents' 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 Respondents or any parent companies, 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 Respondents.
- TC9. The penalty 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 Respondents or any other party of future violations of New York General Business Law section 399-z.

TC10. By entering into this Order, the Department expressly waives and releases Respondents, and any parent companies, subsidiaries or affiliates, from all claims or liability arising out of the allegations at issue in File #2024-C-021500, 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 effective date of this Order, subject to the provisions contained herein and these terms and conditions.

Dated: Sept. 9, 2024
Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

By: 
Katie Sherwin
Acting Director
Division of Consumer Protection

CONSENT OF DIGITAL THRIVE, LLC

Paul Mansfield

_____ on behalf of Digital Thrive, LLC, hereby consents to the issuing and entering of this Order, affirms that they are a partner/principal/manager/member of Digital Thrive, LLC and authorized to enter into this consent order on behalf of Digital Thrive, LLC, waives the right to a hearing and agrees to be bound by the terms and conditions herein.

Paul Mansfield

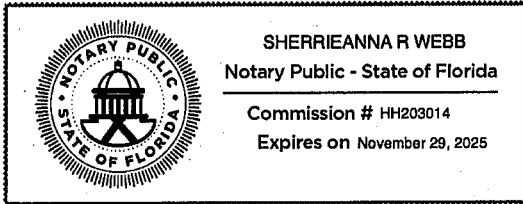
STATE OF Florida

SS.:

COUNTY OF Orange County

On this 5th day of September in the year 2024 before me, the undersigned, personally appeared _____, 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.

Paul Mansfield PASSPORT



Sherrieanna R Webb

Sherrieanna R Webb

Notary Public

Notarized remotely online using communication technology via Proof.