STATE OF NEW YORK
DEPARTMENT OF STATE

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

- by-

Prospects DM, LLC, Prospects DM, Inc., et. al.

CONSENT ORDER

2025-C-050900

1. The Department of State is an executive agency of the State of New York charged with enforcement of §399-z of the General Business Law.

2. An enforcement action against Prospects DM, LLC Prospects DM, Inc. and all controlling persons named or unnamed, as defined in General Business Law §§399-z(g) and (h) and as identified in the Attestation and Personal Guarantee executed in connection with this matter, including but not limited to its parents, members, managers and principals (collectively referred to as "Respondents"), was initiated based on complaints received by the Department alleging violations of New York State General Business Law §399-z and 19 New York Codes, Rules and Regulations (NYCRR), Part 220.

3. Respondents enter into this agreement to resolve a disputed matter and settle alleged violations of New York General Business Law §399-z(5), to wit: having made or caused to be made unsolicited telemarketing sales calls to consumers who registered telephone numbers on the national do-not-call registry, established by the Federal Trade Commission, thirty-one (31) days or longer prior to the date each call was made.

4. By executing this Consent Order, Respondents affirmatively waive the 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. Specifically, Respondents agree that they shall not contact any New York State resident who has registered their number on the national do-not-call registry at least thirty-one (31) days prior to the contact without documentation of the consumer's express request to contact as required by General Business Law §399-z(1)(k).

6. In settlement of this matter, the Department and Respondents agree to a civil penalty of **$65,000.00**.

7. Respondents are aware that the Department alleges violations of New York General Business Law §399-z relating to telemarketing calls made in New York State by Respondents. The Department consents to close and discontinue the investigation into any violations occurring prior to the date on which this Order is signed, with prejudice, provided that the Respondents comply with this Order and all terms and conditions outlined in TC1-TC9, below.

NOW, in consideration of the above, the parties consent to entry of an **ORDER** as outlined herein and subject to the following additional terms and conditions:

TC1. Respondents shall return the fully executed and notarized Consent Order and Personal Attestation and Guarantee such that same is received by the Department **on or before** January **~~December 30, 2026~~**. The mailing address to send the Consent Order is: NYS Department of State, Division of Consumer Protection, Attn: Katie Sherwin, Division Director, One Commerce Plaza, 99 Washington Avenue, Suite 500, Albany, NY 12231.

TC2. Respondents shall pay the civil penalty in the amount **sixty-five thousand dollars ($65,000.00)** to **"NYS Department of State,"** as follows:

(a) **$2,708.33** payable each month for 23 months beginning on **January 15, 2026**, which payment shall be made on or before the 15th of each month, and one payment of **$2,708.41** on or before **December 15, 2027**, except that if the 15th of any day on which payment is due falls on a weekend or holiday, payment shall be made on the next business day.

TC3. Respondents shall register as a telemarketer in New York State in accordance with General Business Law §399-pp prior to engaging in any further telemarketing in New York State.

TC4. 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, as well as the accuracy, truthfulness, and completeness of all such representations 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.

TC5. The effective date of this Order shall be the date on which the Secretary of State or their 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 their 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 full civil penalty for each identified violation as identified in New York General Business Law §399-z(14)(a) and pursuant to New York Executive Law §63. Respondents hereby acknowledge the fine owed under this agreement, accept the same as valid and waive the right to contest the same. Specifically, the civil penalty is owed by reason of the alleged violations of, *inter alia*, New York General Business Law §399-z and the regulations promulgated thereunder.

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 their 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, their 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 Respondents.

TC9. The penalty set forth in this Consent Order is neither intended to be nor shall not be construed by Respondents as a benchmark for any penalty that may be imposed upon any determination against Respondents of future violations of New York General Business Law §399-z.

Dated: January 13, 2026 ~~2025~~. Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

By: _____
Katie Sherwin, Director
Division of Consumer Protection

CONSENT OF PROSPECTS DM, LLC AND PROSPECTS DM, INC.

Josh Grant Kidd on behalf of the Respondents, including Prospects DM, LLC and Prospects DM, Inc. and all controlling persons, named or unnamed, as defined in General Business Law §§399-z(g) and (h) and as identified in the Attestation and Personal Guarantee executed in connection with this matter, including but not limited to parents, officers, members, managers and principals, hereby consents to the issuing and entering of this Order, affirms that they are authorized to enter into this consent order on behalf of the Respondents as a parent/member/manager/principal/owner of the Respondents Prospects DM, LLC and Prospects DM, Inc., waives the right to a hearing and agrees to be bound by the terms and conditions herein.

1/9/26

STATE OF Ohio

COUNTY OF Cuyahoga) ss.:

On this 9th day of January in the year 2026 before me, the undersigned, personally appeared Joshua Grant Kidd, 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 they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOUVELLE L. GONZALO ESQ.
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Commission Never Expires

Notary Public

1/9/26

2025-C-050900
Prospects DM, LLC, et. al.
Attestation and Personal Guarantee

STATE OF NEW YORK
DEPARTMENT OF STATE

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

ATTESTATION AND PERSONAL GUARANTEE

- by-

2025-C-050900

Prospects DM, LLC, Prospects DM, Inc., et al.

1. The Department of State (the "Department") is an executive agency of the State of New York charged with enforcement of §399-z of the General Business Law.

2. An investigation into Prospects DM, LLC and Prospects DM, Inc. and all persons with direct control or supervision over Prospects DM, LLC and Prospects DM, Inc. as defined in General Business Law §§399-z(g) and (h), including but not limited to its parents, members, officers, managers and principals (collectively referred to as "Respondents"), was initiated based on complaints received by the Department alleging violations of New York State General Business Law §399-z and 19 New York Codes, Rules and Regulations (NYCRR), Part 220.

3. To resolve this matter, Respondents agreed to entry of a Consent Order with the Department outlining the terms and conditions upon which the Department has agreed to resolve all telemarketing complaints attributable to the Respondents, including a monetary penalty payable in accordance with the schedule outlined in the Order.

4. By signature below, Joshua Grant, Kevin Scobee and Roger Castro attest and affirm that they are persons with direct control or supervision over the activities of Prospects DM, LLC and Prospects DM, Inc. as defined in General Business Law §§399-z(g) and (h) and, along with Prospects DM, LLC and Prospects DM, Inc., are bound by and responsible for complying with the terms of the Consent Order.

5. The individuals identified herein acknowledge personal liability for all amounts owed in accordance with the terms of the Consent Order and, in the event of a default on the payment provisions outlined therein, assume full responsibility for any and all liability related to that default.

2025-C-050900
Prospects DM, LLC, et. al.
Attestation and Personal Guarantee

SIGNATURE

I hereby attest and affirm that I am a person with direct control or supervision over the activities of Prospects DM, LLC and Prospects DM, Inc. as defined in General Business Law §§399-z(g) and (h), and that, in that capacity, I personally guarantee the payment of any liabilities assessed in connection with Case Number 2025-C-050900

1/9/26

Joshua Grant Kidd

STATE OF Ohio)
ss.:
COUNTY OF Cuyahoga)

On this 9th day of January in the year 2026 before me, the undersigned, personally appeared Joshua Grant Kidd, 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 they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARIAL SEAL
STATE OF OHIO
NOUVELLE L. GONZALO ESQ.
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Commission Never Expires

Nouvelle L. Gonzalo 1/9/26
Notary Public