

STATE OF NEW YORK  
DEPARTMENT OF STATE

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

- by-

**CONSENT ORDER**  
15-DNC-0236

PREMIER YANKEE LLC,  
d/b/a "Premier Yankee"  
d/b/a "Premier Windows"  
PREMIER YANKEE OF UPSTATE NEW YORK, INC.  
d/b/a "Premier Yankee"  
d/b/a "Premier Windows"

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1. The New York State Department of State ("Department") is an executive agency of the State of New York charged with the regulation of the "Do Not Call" law and the enforcement of Article 26 of the General Business Law.
2. Respondents Premier Yankee LLC and Premier Yankee of Upstate New York, (collectively "Premier Yankee") are domestic business corporations with an address of 6500 New Venture Gear Drive, East Syracuse, NY 13057.
3. The Department of State's Division of Consumer Protection received numerous complaints stating that Premier Yankee violated the Do Not Call law.
4. The Department's staff conducted an investigation, which investigation resulted in commencement of the above-captioned administrative proceeding.
5. Premier Yankee has been advised of its right to be represented by an attorney and is represented by Gerald W. Dibble, Esq., Dibble & Miller, P.C., 55 Canterbury Road, Rochester, NY, 14607-3436.
6. By executing this Consent Order, Premier Yankee affirmatively waives the right to a hearing in the manner provided by law, consents to the issuance and entry of this Consent Order and agrees to be bound by the terms, provisions and conditions contained herein.
7. Premier Yankee enters into this agreement in order to resolve a disputed matter. Premier Yankee affirms that all violations alleged in the Department's Notice of Apparent Liability, regarding a pattern of business practices by Premier Yankee which allegedly violated the relevant sections of the General Business Law have been, or will be rectified, in accordance with the terms set forth herein:

To resolve the Department's allegations that Premier Yankee made no less forty-seven (47) unsolicited telemarketing sales calls to forty (40) consumers whose telephone numbers were validly registered on the National Do Not Call Registry, in violation of

New York General Business Law (GBL) Section 399-z and 21 NYCRR Parts 4602 and 4603, Premier Yankee agrees to a settlement for a total payment due of \$35,250.00.

***NOW***, in consideration of the above premises, it is **ORDERED**:

1. That Premier Yankee shall execute and forward the within Consent Order to the **NYS Department of State, Division of Consumer Protection, Attn: Aiesha L. Battle, Esq., One Commerce Plaza, 99 Washington Avenue, Suite 640, Albany, NY 12231**, so that the original of same is received on or before **September 26, 2016**;
2. That Premier Yankee shall be ordered to pay a fine in the thirty-five thousand and two-hundred and fifty dollars (\$35,250.00) in twelve equal monthly installment payments with the first installment in the amount of **\$2937.50** due on or before **September 26, 2016**; the second installment in the amount of **\$2937.50** being due on or before **October 31, 2016**; the third installment in the amount of **\$2937.50** being due on or before **November 30, 2016**; the fourth installment in the amount of **\$2937.50** being due on or before **December 31, 2016**; the fifth installment in the amount of **\$2937.50** being due on or before **January 31, 2017**; the sixth installment in the amount of **\$2937.50** being due on or before **February 28, 2017**; the seventh installment in the amount of **\$2937.50** being due on or before **March 31, 2017**; the eighth installment in the amount of **\$2937.50** being due on or before **April 30, 2017**; the ninth installment in the amount of **\$2937.50** being due on or before **May 31, 2017**; the tenth installment in the amount of **\$2937.50** being due on or before **June 30, 2017**; the eleventh installment in the amount of **\$2937.50** being due on or before **July 31, 2017**; and the twelfth installment in the amount of **\$2937.50** being due on or before **August 31, 2017**.

All installment payments shall be made payable to: **“NYS Department of State”** by certified check, postal money order, or by check drawn on its attorney’s trust account.

3. That upon execution of this Consent Order by the Acting Secretary of State or her designee, the Complaint in this matter shall be terminated, withdrawn and discontinued with prejudice with respect to Respondents in accordance with the terms hereof;
4. That the Consent Order herein expressly depends upon representations made by the 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 of State. If any such representation is determined to be limited, inaccurate or untruthful, the Department of State shall not be bound by the terms herein and shall initiate any action it deems appropriate in the administrative, civil or criminal prosecution of the Respondents;
5. The effective date of this Consent Order shall be the date on which the Acting Secretary of State or her designee signs the same and shall expire when Respondents have fully complied with the requirements of this Consent Order. The Department will provide Respondents or Respondents’ counsel with a fully executed copy of this Consent Order as soon as practicable after the Acting Secretary of State signs the same;
6. The failure of Respondents to comply fully and in timely fashion with any provision of this Consent Order shall constitute a default and a failure to perform an obligation under


this Consent Order. Such default shall result in an administrative hearing for the purpose of determining whether additional penalties should be imposed due to the Respondents' default and failure to perform an obligation under this Consent Order;

7. This Consent 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 Acting Secretary of State or her designee indicating an intent to modify this Consent Order;
8. Nothing contained in this Consent 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; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Consent Order; (3) any right of the Department to bring any future action, either administrative or judicial, for any other violations of the applicable laws, the implementing regulations or conditions contained in orders if any, issued by the Department to Respondents.

Dated:

10/6/2016  
Albany, New York

NEW YORK STATE  
DEPARTMENT OF STATE

By:   
Aiesha L. Battle, Esq.  
Director, Division of Consumer Protection

