

STATE OF NEW YORK
DEPARTMENT OF STATE

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

- by-

CONSENT ORDER
15-DNC-0237

EMPIRE STATE REMODELERS, INC.
LUIS CAMACHO

1. The New York State Department of State 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. Respondent EMPIRE STATE REMODELERS, INC. is a domestic business corporation with an address of 2262 Centre Avenue, Suite C, Bellmore, NY 11710.
3. An enforcement action and proceeding against Respondents EMPIRE STATE REMODELERS, INC. and LUIS CAMACHO (collectively hereinafter, "EMPIRE") was initiated based upon complaints received by the Department of State's Division of Consumer Protection alleging that EMPIRE 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. EMPIRE has been advised of its right to be represented by an attorney and have opted to represent themselves pro se.
6. By executing this Consent Order, the Respondent 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. EMPIRE enters into this agreement in order to resolve a disputed matter. EMPIRE affirms that all violations alleged in the Department's Notice of Apparent Liability, regarding a pattern of business practices by EMPIRE 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 EMPIRE made no less than seven (7) unsolicited telemarketing sales calls to six (6) 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 EMPIRE agrees to a settlement payment in the amount of \$500 per alleged call, for a total payment due of \$3,500.00.

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

1. That Respondent EMPIRE shall execute and forward the within Consent Order to the **NYS Department of State, Division of Consumer Protection, Attn: Aiesha L. Battle, Esq., 99 Washington Avenue, Suite 640, Albany, NY 11231**, so that the original of same is received on or before **November 1, 2015**;
2. That Respondent EMPIRE shall be ordered to pay a fine in the sum of **three thousand five hundred (\$3,500.00) dollars**, in ten equal monthly installment payments, with the first installment in the amount of \$350 due on or before **November 1, 2015**; the second installment of \$350 being due on or before **December 1, 2015**; the third installment of \$350 being due on or before **January 1, 2016**; the fourth installment of \$350 being due on or before **February 1, 2016**; the fifth installment of \$350 being due on or before **March 1, 2016**; the sixth installment of \$350 being due on or before **April 1, 2016**; the seventh installment of \$350 being due on or before **May 1, 2016**; the eighth installment of \$350 being due on or before **June 1, 2016**; the ninth installment of \$500 being due on or before **July 1, 2016**; the tenth installment of \$350 being due on or before **August 1, 2016**. All installment payments shall be made payable to: "**NYS Department of State**" by certified check or postal money order only.
3. That upon execution of this Consent Order by the Secretary of State or his designee, the Complaint in this matter shall be terminated, withdrawn and discontinued with prejudice with respect to Respondent in accordance with the terms hereof;
4. That the Consent Order herein expressly depends upon representations made by the 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 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 Respondent;

5. The effective date of this Consent Order shall be the date on which the Secretary of State or his designee signs the same and shall expire when Respondent has fully complied with the requirements of this Consent Order. The Department will provide Respondent or Respondent's counsel with a fully executed copy of this Consent Order as soon as practicable after the Secretary of State signs the same;
6. The failure of Respondent 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 Respondent's 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 Secretary of State or his 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 Respondent (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 Respondent;

Dated:

11/19/2015
Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

By: 

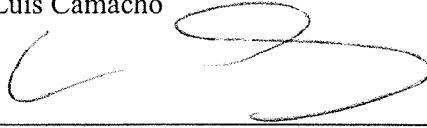
Atesha L. Battle, Esq.

Director, Division of Consumer Protection

CONSENT OF EMPIRE STATE REMODELERS, INC.

Respondents Empire State Remodelers, Inc. and Luis Camacho, hereby consent to the issuing and entering of this Order, waive their right to a hearing and agree to be bound by the terms and conditions herein.

Consent of:
Empire State Remodelers, Inc.
Luis Camacho




By: Luis Camacho
Empire State Remodelers, Inc.

STATE OF)
) ss.:
COUNTY OF)

On this 21 day of OCTOBER in the year 2015 before me, the undersigned, personally appeared Luis Camacho, 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.

Ronald L. DiRusso
Notary Public, State of New York
No. 01D16080861
Qualified in Nassau County
My Commission Expires 09/23/2018


Notary Public