

STATE OF NEW YORK
DEPARTMENT OF STATE

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

- by-

Carpet Masters Cleaning & Restoration LLC
Pablo Otheguy

Respondent

CONSENT ORDER
14-DNC-0063
14-DNC-1653

1. The New York State Department of State, Division of Consumer Protection (the "Department") is a department of the State of New York charged with administration and enforcement of General Business Law § 399-z and 21 New York Codes, Rules and Regulations (NYCRR) Parts 4602 and 4603.
2. An enforcement action and proceeding against CARPET MASTERS CLEANING & RESTORATION LLC and PABLO OTHEGUY (collectively "Carpet Masters") was initiated based upon complaints received by the Department alleging violations of the Do Not Call Registry, in violation of General Business Law § 399-z and 21 New York Codes, Rules and Regulations (NYCRR) Parts 4602 and 4603.
3. The Department's investigation confirms that Carpet Masters has apparently violated New York General Business Law (GBL) § 399-z and 21 NYCRR Parts 4602 and 4603 by making no less than nineteen (19) unsolicited telemarketing sales calls to nineteen (19) consumers whose telephone numbers were validly registered on the National Do Not Call Registry.
4. Carpet Masters has been advised of their right to be represented by counsel, and is represented by Hugo Ortega, Esq., Tanner & Ortega, LLP, 30 Vesey Street, PH Suite, New York, NY 10007.
5. By executing this Consent Order, Carpet Masters affirmatively waives the 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.
6. Carpet Masters enters into this agreement in order to resolve a disputed matter. Carpet Masters affirms that all violations alleged in the Department's Notice of Apparent Liability, regarding a pattern of business practices 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 the Carpet Masters made no less than twenty-nine (29) unsolicited telemarketing sales calls to twenty-nine (29) consumers whose telephone numbers were validly registered on the National Do Not Call Registry, in violation of New York General Business Law (GBL) § 399-z and 21

NYCRR Parts 4602 and 4603, Carpet Masters agrees that a fine shall be entered against Carpet Masters in the amount of **Fourteen Thousand and Five Hundred (\$14,500) Dollars.**

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

1. That **Respondent Carpet Masters 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 April 1, 2016, or this agreement shall be considered void and of no effect.**
2. **The Department agrees to grant a stay of execution, or enforcement of the fine entered against Carpet Masters by reason of this Consent Order, provided that Carpet Masters immediately ceases all operations within the State of New York. Carpet Masters shall provide satisfactory proof on or before April 1, 2016 of having submitted a Certificate of Dissolution to conduct business within the State. If after the effective date of this Consent Order, Carpet Masters, its' owners, agents, employees, successors and assigns or other persons, firms, corporations acting under or for Carpet Masters conduct any business within the State of New York, then such stay may, at the Department's discretion, be vacated without any prior notice to Carpet Masters.**

In the event that the stay provided for in the preceding paragraph is vacated, Carpet Masters shall pay such fines as required by this Consent Order within 30 days' notice as directed by the Department. UNLESS OTHERWISE SPECIFIED BY LATER WRITTEN NOTICE, ALL PAYMENTS MUST BE IN THE FORM OF ATTORNEY'S CHECK, CASHIER'S/CERTIFIED CHECK OR MONEY ORDER. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE. The mailing address for all payments is: NYS Department of State, Division of Consumer Protection, Attn: Aiesha L. Battle, Esq., 99 Washington Avenue, Suite 640, Albany, NY 11231.

3. That upon execution of this Consent Order by the Secretary of State or his designee, the disciplinary file involving the referenced telemarketing calls, being pursued by virtue of issuance of a Notice of Apparent Liability in this matter, shall be terminated, withdrawn and discontinued with prejudice with respect to Carpet Masters in accordance with the terms hereof.
4. That the Consent Order herein expressly depends upon representations made by the Carpet Masters, 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 Carpet Masters.
5. The effective date of this Consent Order shall be the date on which the Secretary of State or her designee signs the same and shall expire when Carpet Masters has fully complied with the requirements of this Consent Order. The Department will provide Carpet Masters or Carpet Masters' counsel with a fully executed copy of this Consent Order as

soon as practicable after the Secretary of State or her designee signs the same.

6. The failure of Carpet Masters to comply fully and in a 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 Carpet Masters' 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 intent to modify this Consent Order.
8. The provisions of this Order shall be deemed to bind Respondents, Respondents' agents, employees, successors and assigns and all persons, firms, corporations acting under or for the Respondents.
9. 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 Carpet Masters; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Consent Order; and (3) any right of the Department to bring any future action, either administrative or judicial for any other violations of the General Business Law or conditions contained in orders if any, issued by the Department to Carpet Masters.

Dated: 3/21/2016
Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

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

CARPET MASTERS CLEANING & RESTORATION LLC.
PABLO OTHEGUY

Respondents **CARPET MASTERS CLEANING & RESTORATION LLC** and **PABLO OTHEGUY** hereby consent to the issuing and entering of this Consent Order, waives the right to a hearing and agrees to be bound by the terms and conditions herein.

**CARPET MASTERS CLEANING &
RESTORATION LLC**

By: Pablo Otheguy
Pablo Otheguy, owner

PABLO OTHEGUY

Pablo Otheguy
Pablo Otheguy

STATE OF NEW YORK)
) ss:
COUNTY OF Suffolk)

On this 15 day of March in the year 2016 before me, the undersigned, personally appeared Pablo Otheguy, 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.

[Signature]
Notary Public

