

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-0445

BARRIER WINDOW SYSTEMS, INC.
d/b/a Preservation Home Specialists
ANTHONY M. CADIEUX¹

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. Respondent Barrier Window Systems, Inc. d/b/a Preservation Home Specialists (“Barrier Window”) is a domestic business corporation with an address of 7356 E. Main Street, Westmoreland, NY 13490.
3. The Department of State’s Division of Consumer Protection received numerous complaints stating that Barrier Window 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. Barrier Window has been advised of its right to be represented by an attorney and is represented by Mitchell N. Roth, Esq., Roth Doner Jackson PLC, 8200 Greensboro Drive, Suite 850, McLean, VA 22102.
6. By executing this Consent Order, Barrier Window 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. Barrier Window enters into this agreement in order to resolve a disputed matter. Barrier Window affirms that all violations alleged in the Department’s Notice of Apparent Liability, regarding a pattern of business practices by Barrier Window 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 Barrier Window made no less fourteen (14) unsolicited telemarketing sales calls to eight (8) consumers whose telephone numbers were validly registered on the National Do Not Call Registry, in violation of New York

¹ This is the caption as it appeared in the Notice of Apparent Liability in this matter. Anthony M. Cadieux has been released as a defendant. The caption remains the same for consistency.

General Business Law (GBL) Section 399-z and 21 NYCRR Parts 4602 and 4603 (collectively, the "Do-Not-Call Law"), Barrier Window agrees to a settlement for a total payment due of \$7,000.00.

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

1. That Barrier Window 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 **August 15, 2016**;
2. That Barrier Window shall be ordered to pay a fine in the amount of seven thousand (\$7,000.00) dollars made payable to: "NYS Department of State" by certified check, postal money order, or by check drawn on its attorney's trust account. Barrier Window is ordered to return the same so that it is received by Department on or before **August 15, 2016**;
3. That upon execution of this Consent Order by the Secretary of State or her designee, the Complaint in this matter shall be terminated, withdrawn and discontinued with prejudice with respect to Barrier Windows in accordance with the terms hereof;
4. That execution of this Consent Order resolves any and all claims and causes of action that the Department has, has had or may have against Barrier Window for alleged violations of the Do-Not-Call Law up to and including the date of entry of this Order;
5. Anthony M. Cadieux is released as a Respondent with no findings made against him in this action.
6. That the Consent Order herein expressly depends upon representations made by the Barrier Window, 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 Barrier Window;
7. 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 Barrier Window have fully complied with the requirements of this Consent Order. The Department will provide Barrier Window or Barrier Window's 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;
8. The failure of Barrier Window 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 Barrier Window's default and failure to perform an obligation under this Consent Order;

9. 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 her designee indicating an intent to modify this Consent Order;
10. 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 Barrier Window; (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 Barrier Window.

Dated:

8/15/2016
Albany, New York

NEW YORK STATE
DEPARTMENT OF STATE

By: 

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

CONSENT OF BARRIER WINDOW SYSTEMS, INC.
d/b/a PRESERVATION HOME SPECIALISTS

Respondent Barrier Window Systems, Inc. d/b/a Preservation Home Specialists hereby consent to the issuing and entering of this Order, waives its right to a hearing and agrees to be bound by the terms and conditions herein.

Consent of:
Barrier Window Systems, Inc.
d/b/a Preservation Home Specialists


By: _____
Anthony M. Cadieux
Barrier Window Systems, Inc.
(d/b/a Preservation Home Specialists)

STATE OF)
) ss.:
COUNTY OF)

On this 28 day of July in the year 2016 before me, the undersigned, personally appeared Anthony M. Cadieux 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.


Notary Public

John D. Savage, Jr.
Notary Public, State of New York
Commissioned in Oneida County
My Commission Expires September 11, 2018