

MONROE COUNTY CLERK'S OFFICE

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Receipt # 3723692

Book Page CIVIL

No. Pages: 7

Instrument: RESPONSE

Control #: 202401301697

Index #: E2024000703

Date: 01/30/2024

Time: 5:01:00 PM

Caputo, James R

Holt, Nathan
Billet, Owen
Premium Mortgage Corporation
Houle, Robert T
Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee: JI

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



NEW YORK STATE
SUPREME COURT

ROCHESTER

JAMES CAPUTO

Vs:

HOULE SALES CONSULTING, INC, et all

INDEX NO E2024000703

**REPLY IN OPPOSITION
MOTION TO DISMISS
MOTION FOR SANCTIONS**

. FILED

JAN 30 2024

Monroe County
Clerk's Office

1. I, Robert Houle am the president of Houle Sales Consulting, Inc.
2. I acknowledge that Houle Sales Consulting , Inc entered into a contract with James Caputo for work to be conducted at 4 Chambord Dr, Mendon, NY.
3. I acknowledge that Mr. Caputo ended working at that subject property in November 2021, but had not completed projects correctly or timely or fully.

3,A) At one time Plaintiff made an offer to share in the profits of any sale at the house.
Not agreed to

3 B) At one time Plaintiff was offered residence at the property while he worked there as good faith to assist the plaintiff who was basically homeless and staying at his Mother;s trailer in Farmington, NY.

3 C) Mr. Caputo did not communicate with Houle sales Consulting , perform a walk through or check off what work had been completed when he left the job. .

4. Mr. Caputo did not follow his contract as agreed and there were projects that he did not complete due to his slowness. Others had to be hired to move the project along including the flooring installations
5. Certain items like plumbing were not completed to full satisfaction or completion and others had to come in after he left the project and after the home was sold to properly redo some work at the home like the main sewer line in the basement. The main sewer line did not have a proper kick out and could not drain properly. Gas lines were improper Too.
- 5A_ Other contractors made comments and shock at length of time work took to complete and over building and waste of materials on sub flooring and window=[w support structure.
6. Upon advising Mr. Caputo of this fact of some of the deficiencies in his work Mr. Caputo;s reply was “ **That’s impossible**”which is just one indicator of his arrogance and attitude that he is smarter than everyone else and anyone who disagrees with him is wrong or less intelligent. His filing herein is another example of his self righteous attitude or his recent request that a Judge who denied him relief in the past recuse him from this case. Jim Caputo is impossible to work with.
7. As a courtesy to the Court I will summarize The position of Houle Sales Consulting, Inc briefly -
8. The only party that entered into contract was Houle sales Consulting, Inc.
9. The only party liable for any monies allegedly owed to Mr. Caputo is Houle Sales Consulting, Inc.
10. Although Mr. Caputo's contract called for a “ **written Change order**” if there were

amendments to the contract. At no time was any change order provided or discussed.

Plaintiff has no right to demand monies not agreed upon per Plaintiff's contract,

especially ludacris and absolutely untrue claims and alleged damages never discussed

with Houle Sales Consulting, Inc. .

11. Although Mr. Caputo's contract called for payment 90 days after completion of work,

In approximately 60 days a mechanics lien was filed by Mr. Caputo demanding

additional monies never discussed or agreed upon in the approximate amount of

\$13,500. This was very , very very distressing to all parties at "Houle Sales."

12. The mechanics lien was never properly served personally or timely or filed in the name

of the proper party the owner Houle Sales Consutling, Inc. and was always defective.

Mr. Caputo was advised of these facts. Mr. Caputo did not withdraw or refile his lien\

properly.

13. Mr. Caputo made serious and defamatory allegations against the President of the

Company - Robert Houle and has directly accused of attempting to take his life with

manipulating a 220 power line with the intent of causing electrical shock. These

allegations are ridiculous and libel against the President of the company Houle sales."

14. Mr. Caputo has now filed a new case asking for damages from a myriad of parties not

aparty to this matter including the new owners of 4 Chambord Drive, Mendon, NY; The

Monroe County County Clerk, a title company and a mortgage broker and the Closing

Attorney for fellow Defendant Don Chaney, Attorney At Law.

15. Papers were served upon a person at the residence of Houle Sales Consulting, Inc

President Robert Houle. Yet only one copy was served upon a party at this residence

And the envelope was entitled " Personal and Confidential" See Exhibit A

and the server said " This is For Bob ." No mention of "Houle Sales" occurred.

16. Defendant Houle Sales Consulting Inc. was not served properly or at it's proper Business Address.

17. Plaintiff has included and sued parties who have no knowledge or responsibility to or of this matter.

18. Mr. Caputo has a tendency to have numerous conspiracy theories included here that others collectively worked against him or attempted to defraud him or hide facts from him which never occurred.

19. At no time has there been any dialogue or any [personal meeting and None of the Co-defendnats parties are known to Houle Sales Consulting, Inc or it's shareholders except closing Attorney Don Cheney.

20. A good faith offer to resolve this matter was made verbally in Judge Valeriani's Court in June 2022. The offer was to provide a mortgage secured by the real property Chambord Drive, Mendon, NY) and due to this mortgage being on title record a \$13,000 -possibly \$19,000) fee would be paid to Plaintiff upon closing. Plaintiff refused this generous and legitimate Offer to the Shock of Houle Sales Consulting, Inc president Robert Houle.

21. Plaintiff continued to make defamatory comments and written accusations or attempts to take Plaintiff's life against the company and it's main shareholder Robert Houle.

22. As good faith to the Plaintiff another set of offers was made to resolve the matter again to be secured by a mortgage of a monthly payment to Plaintiff which Plaintiff also

refused.

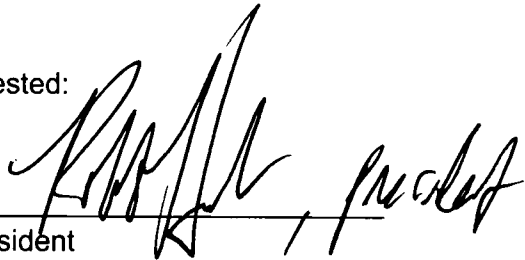
- 23. Plaintiff continued to make written allegations to " Houle Sales." Attorney Don Cheney amplifying the allegations that president Robert Houle attempted to take his life and included these comments in letters and communications with new homeowners Nathan.. And legal staff at Cheney law firm to the embarrassment to President Robert Houle.
- 24. Plaintiff has now made these allegations and induced all other parties in his vicious and defamatory claims and libel against Robert Houle.
- 25. Plaintiff is attempting to create drama, make false allegations , impose on the Court and improperly use a faulty and illegitimate mechanics lien to defraud all of the improper co Defendant(s) and Defendant " Houle Sales " here. It;s just wrong.

Therefore: Defendant Houle Sales Consulting requests:

That this matter be dismissed with prejudice against Houle Sales Consulting, Inc due to no legitimate judgment existing, improper service and not serving Houle sales properly or at proper address, and the frivolous nature of this action including parties not affiliated with this matter whatsoever.

Houle Sales Consulting, Inc also requests sanctions against Plaintiff James Caputo personally for his conduct listed above especially frivolous filing and stress caused upon other parties and fees and costs in efforts they will need to defend this action.

Respectfully requested:



Robert Houle, President
Houle Sales Consulting, Inc

. FILED

JAN 30 2024

Monroe County
Clerk's Office

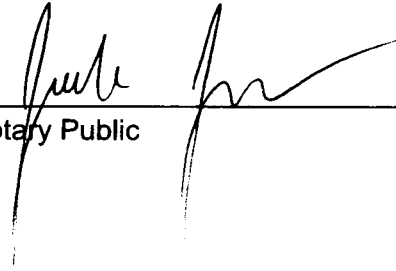
Acknowledgement :

X the above is true according to books and records of the Defendant

X The above is true under the threat of perjury


X The above is true according to the memory of the above signed party

Sworn before me on this 30 day of January 2024.



Notary Public

Jack Jurus
Notary Public, State of New York
No. 01JU0018037
Qualified in Monroe County
Commission Expires 12/07/2027



Robert Hale, President
Hale Sales Consulting Inc

. FILED

JAN 30 2024

Monroe County
Clerk's Office

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Receipt # 3723672

Book Page CIVIL

No. Pages: 2

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Control #: 202401301677

Index #: E2024000703

Date: 01/30/2024

Time: 4:57:16 PM

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Billet, Owen
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Houle, Robert T
Houle Sales Consulting Inc

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JAMIE ROMEO

MONROE COUNTY CLERK



Box 433
Jamesville, NY 13078

Personnel
Confidential

FILED

JAN 30 2024

Monroe County
Clerk's Office

Robert T. Houle
Houle Sales Consulting, Inc.
1108 Cheese Factory Rd
Honeoye Falls, NY 14472

First Class Mail
First Class Mail