

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744066

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141669

Index #: E2024000703

Date: 02/14/2024

Time: 5:24:45 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

State of New York

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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



Plaintiff Exhibit 31



Robert T. Houle
Mobile



I'll be there today in a bit.

10/25/21 10:52

FYI.. you are the contractor. Feel free to pull rank and knock..at any time. . he has no authority to lock the door the back door after 7 or 8 am. It won't happen again.. I'll speak to him. Thank you

10/26/21 09:10

It would be extremely helpful for your efforts in the garage to have a 6" and 10" drywall knife, along with a double shop light on a stand.

10/26/21 09:17

Yes. Thank you

10/26/21 10:12

If you're still at HD, sanding sponges are also what you need.

10/26/21 10:18

Yes. I am getting them thank you

10/29/21 15:11



-



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Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141670

Index #: E2024000703

Date: 02/14/2024

Time: 5:24:49 PM

Return To:
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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 32



79% 11:38



Robert T. Houle
Mobile



11/4/21 08:29

Hi Jim. I'm near home Depot. What part did you need ? A half 8nch shark bite shutoff ?

Or you can grab it and I'll reimburse you...I will be in canandaigua this am.. back thus aftrrnoon

There are a few things I have to put together so I'll just grab what I need before I come over.

11/4/21 08:39

Ok. Thanks..that works..

I appreciate your efforts.

11/4/21 17:29

Sorry. Pocket dial

11/4/21 17:56

I'll be there in ten mins to pay you _100 for expenses

11/5/21 10:28



-



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Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141672

Index #: E2024000703

Date: 02/14/2024

Time: 5:24:54 PM

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4278 Lafayette Rd
Jamesville, NY 13078

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 33



Robert T. Houle
Mobile



10/29/21 15:11

Hi Jim. Are we on schedule for you to complete the rough in plumbing today or tomorrow ? I think you told me this week when we discussed it Wednesday. Wasn't sure what your intent was..please advise. Thanks

10/29/21 15:37

As far as I know, there is nothing in writing tying me to any specific time or date for completion of my work. Additionally, my near-completion of the plumbing rough-in is in no way holding up anything else from being done. When I give you any time frame to completion, it is merely an estimate based on a number of factors, with interference to any collateral process certainly one of them. With that said, I have completed all of the drainage rough in. Aside from not feeling well again, I had some business to attend to today. I will be swinging by at some point to measure up the black piping that will be needed to finish the gas lines, while also making sure I have all that is needed to finish connecting the last water lines. I will be helping my mother move on Monday and will be back on Tuesday and Wednesday to finish up.



-



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No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202402141673

Index #: E2024000703

Date: 02/14/2024

Time: 5:24:58 PM

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4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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Houle Sales Consulting Inc

Total Fees Paid: \$0.00

Employee:

State of New York

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 34





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No. Pages: 7

Instrument: EXHIBIT(S)

Control #: 202402141674

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:03 PM

Return To:
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4278 Lafayette Rd
Jamesville, NY 13078

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Employee:

State of New York

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 35

Before



After



Before



After



Before



After





Master Bathroom Hardie Board Installation



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Receipt # 3744072

Book Page CIVIL

No. Pages: 10

Instrument: EXHIBIT(S)

Control #: 202402141675

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:08 PM

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Jamesville, NY 13078

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Employee:

State of New York

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 36







202402141675

Index #: E2024000703











MONROE COUNTY CLERK'S OFFICE

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Receipt # 3744073

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202402141676

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:16 PM

Return To:
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4278 Lafayette Rd
Jamesville, NY 13078

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

Total Fees Paid: \$0.00

Employee:

State of New York

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 37

**Robert T. Houle**

Mobile



10/19/21 12:28

Please read carefully as I believe one particular part only to be (historically) available at Henrietta.

Parts list

****3 inch PVC Fittings****

3 inch PVC pipe 10 ft length - 3

3 inch --> 2 inch reducer

90 degree street elbow - 2

45 degree regular elbow - 2

45 degree street elbow - 8

22 1/2 degree regular elbow - 2

22 1/2 degree street elbow - 4

3 inch x 3 inch x 3 inch tee - 1

*3 inch x 2 inch x 3 inch long sweep wye (2 inch in the middle) *This might only be available at Henrietta

****2 inch PVC Fittings****

2 inch --> 1 1/2 inch reducer

45 degree street elbow - 4

60 degree regular elbow - 2

22 1/2 degree street elbow - 1

****1 1/2 inch PVC Fittings****

22 1/2 degree street elbow - 1

90 degree long sweep elbow - 1

10/19/21 14:05



I will have all materials in 20 mins to you



Test





Robert T. Houle
Mobile



10/19/21 14:52

Below is the list of requested parts sent to you with the number subsequently received in parentheses.

****3 inch PVC Fittings****

3 inch PVC pipe 10 feet length - 3 (1)
3 inch --> 2 inch reducer - 1 (1)
90 degree street elbow - 2 (1)
45 degree regular elbow - 2 (2)
45 degree street elbow - 8 (2)
22 1/2 degree regular elbow - 2 (8)
22 1/2 degree street elbow - 4 (2)
3 inch x 3 inch x 3 inch tee - 1 (3)
*3 inch x 2 inch x 3 inch long sweep wye
(2 inch in the middle) *This might only be
available at Henrietta - 1 (1)

****2 inch PVC Fittings****

2 inch --> 1 1/2 inch reducer - 1 (2)
45 degree street elbow - 4 (2)
60 degree regular elbow - 2 (2)
22 1/2 degree street elbow - 1 (2)

****1 1/2 inch PVC Fittings****

22 1/2 degree street elbow - 1 (1)
90 degree long sweep elbow - 1 (1)

10/19/21 15:03



I'll stop



Test



MONROE COUNTY CLERK'S OFFICE

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Receipt # 3744075

Book Page CIVIL

No. Pages: 15

Instrument: EXHIBIT(S)

Control #: 202402141678

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:21 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

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Houle, Robert T
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Total Fees Paid: \$0.00

Employee:

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 38



79% 11:37



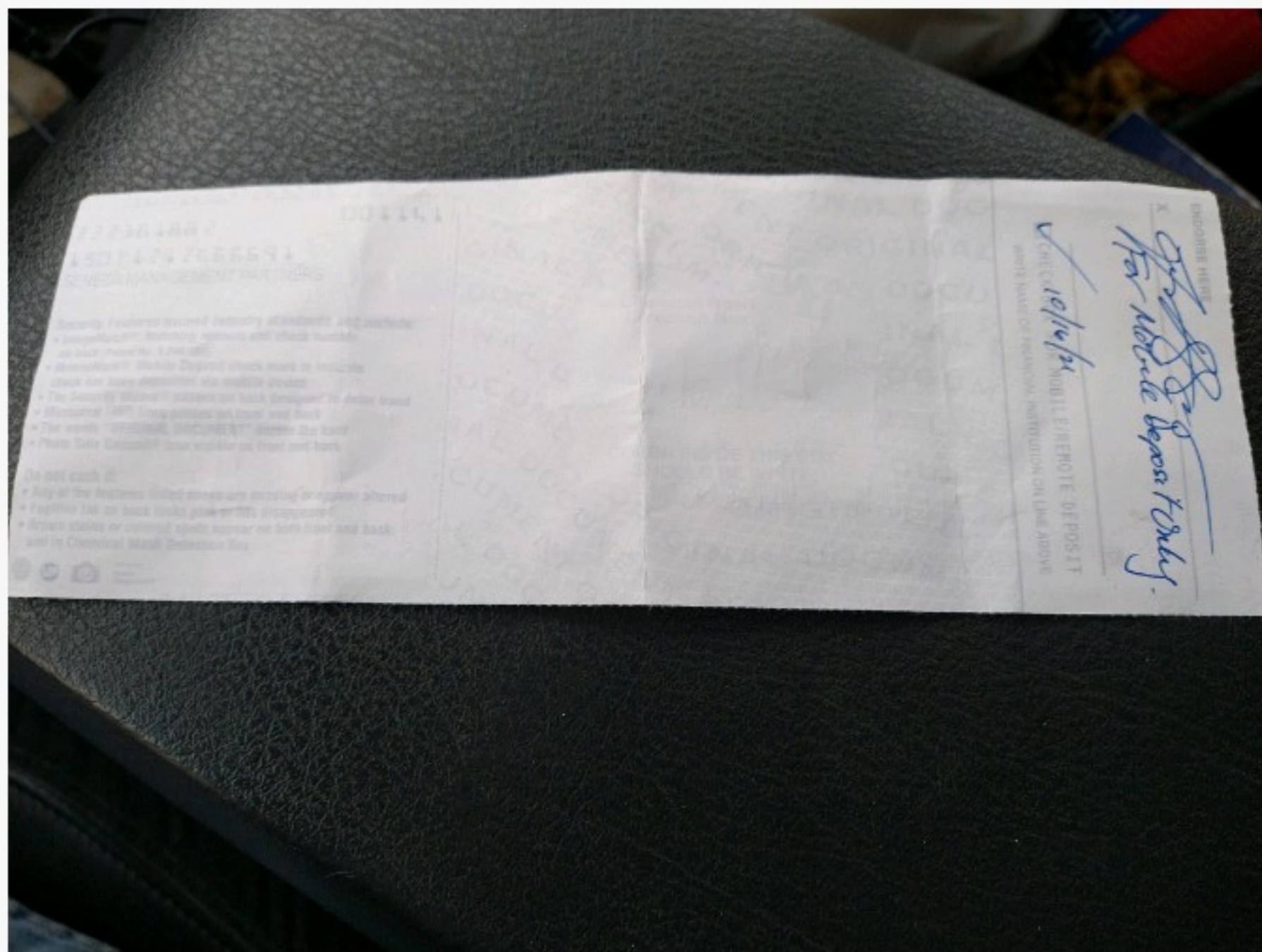
Robert T. Houle
Mobile



11/2/21 10:57

I got the parts. Thank you.

The check in the attached pictures was returned to my bank for insufficient funds. So given that check, plus \$27.34 in parts from last week, and the \$7.50 returned check fee, (which is extremely low), if you could make a payment today for \$835, that would be appreciated.



11/4/21 08:29



-





Robert T. Houle
Mobile



to have anything to do with them.
Furthermore, the tub installation sheet
is sitting in the bathroom with all the
necessary specs on it.

I know that. They were looking for spacing
on the tub. Thought you may be there
to discuss and coordinate on the wall
distance with tub and spicket. Thank you

Everything is already set for the wallboard.

11/11/21 13:32

Hi Jim. Are you coming back ? I hear
your radio station.... I was here this am...
please advise on a plan..are you done
with rough plumbing ?? I'd like to discuss
closure.. and we where we are at..thanks

11/12/21 09:51

Bob,
I'd like a payment today or \$815. \$400
for the second bounced check, \$15
returned check fee and \$400 for these
past two weeks combined. This would
mark the final weekly payment under the
current agreement, with whatever balance
remaining. Cash would be preferred.
I'll be over after helping my mom this
morning quick. Thank you.



-





Robert T. Houle
Mobile



11/16/21 07:38

I'm stuck in Syracuse still today and may be back later. I sent you one more HD shopping cart with some supplies to finish the plumbing. Thanks.

11/16/21 13:16

The brackets are in the bag on the floor in kitchen. He did not have the 6 inch ones. They are looking. I left \$10 in the bag if you want to try...I'll also attempt later..fyi..if you are coming today

11/17/21 10:37

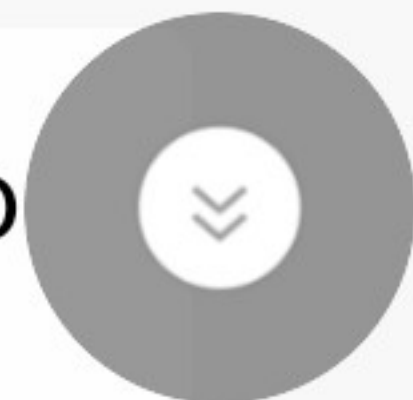
Victor home Depot only had 5 and a half inch brackets..they are there on floor

11/17/21 16:00

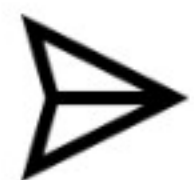
You didn't have the \$400 owed from last week there though.

Hey I just stopped...I'm here .wanted to talk to you..

I can't leave cash here...with cash I ant to hand off to you



-





Robert T. Houle
Mobile



hand off to you

11/19/21 14:00

Of course, I wouldn't expect you to leave cash. A check would have been ok. Nevertheless, are you able to meet me at Victor self storage at 3:15 today? I want to follow up about a few things with the plumbing.

11/19/21 14:31

Hi Jim. Tight schedule this ag6ernoon.I wasn't sure when you were coming....it will have to be Mon or Tues.. waiting on funds as well. Thanks

I have a manager that hasn't deposited the rent checks for this week yet.and then they have to clear...I don't want to have anything returned ever with you....but we can get clear early next week....sorry

11/24/21 10:26

Hello Bob,
I'd like to catch you today sometime for that last \$400 payment. Please let me know what time works for you. Tops in Farmington would seem a relatively easy place. Thank you.



-





Robert T. Houle
Mobile



place. Thank you.

11/24/21 10:38

Jim I'm in southern tier Pennsylvania today until 6 tonight. I can't do anything until next week. My apologies.

11/24/21 10:45

That's what you said last week, Bob.

11/24/21 11:32

I know..waiting on funds. You'll be paid. I'll do what I can asap

Again my apologies..this project is kill8ng me.. I have \$3000 8n bathroom stuff just sitting there.. well get through it I'll do what I can asap. Thanks

11/24/21 14:34

I am equipped to take charge card payments. At this point, that would be the most prudent thing to do. Just because you are unable to pay for the services when due and instead put forth good intentioned rhetoric for a couple weeks doesn't negate the need for payment and the dependencies thereupon.



-





80% 11:45

**Robert T. Houle**
Mobile

11/24/21 15:55

You'll be paid by next week Jim. I'm not going to debate and go back and forth . See you next week. Thanks

11/30/21 14:55

Hello Bob,
It's now Tuesday afternoon. When can we meet later today for that \$400? Thanks.
-Jim

11/30/21 15:00

Jim... I'm in quarentime

Meaning what?

Let me coordinate something by wed or Thurs. Maybe a drop off....or

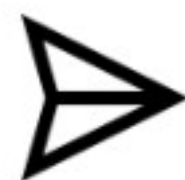
No. That's not acceptable. You can write a check and I'll pick it up.

I'll get you cash

I'll pick it up today. What time is good for you?



-





Robert T. Houle
Mobile



I'll pick it up today. What time is good for you?

I'll leave funds at Chambord in the am..

You can't come to my house

Why can't it be done today if it can be done in the morning?

We also need to talk.. there are numerous questions....I have.. plumbing shutoffs..etc.....

Im [sick.im](#) not well

I'll see what I can do in a few hours and leave money at Chambord

11/30/21 15:24

Ok. Let me know. Pound the distilled water, (with lemon), along with lots of vitamin C and D and Zinc to aid in clearing out your system and replacing fluid losses.

Thanks. That's kind of you



11/30/21 15:40



-





80% 11:46

**Robert T. Houle**
Mobile

11/30/21 15:42

I'm dropping off partial cash and check at chambord.

I'll write you a text for location of the envelope. Please advise when you get it. Check is for Thurs.. I threw another \$25 as good faith.. as you had to wait. Thank you

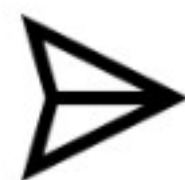
Check and cash are under the white mortar milk type container on the table in the garage. Fyi



Under here



-





Robert T. Houle
Mobile



Ok. Thank you.

Hope you get better.

11/30/21 15:57

Thank you. I don't ever want you to wait for money...I have a new drywall guy.. who's great.. but three weeks ago I had a few knuckleheads...get paid and they didn't perform. \$1000 a week in payroll...gets tough.. thanks

11/30/21 17:09

Did you get the Money Jim ?

11/30/21 18:25

Yes.

11/30/21 19:08

Thank you for doing that while under the weather.

Ok. Good. Thank you

I gave you my word.....



-





Robert T. Houle
Mobile



I gave you my word.....

12/10/21 04:38

Your last text to me was, "I gave you my word."

Well, I want \$225 cash delivered today for your THIRD returned check in as many attempts.

12/10/21 10:10

I am not aware of this. I will check the account.

If not today Monday

12/15/21 09:18

My accountant and attorney will have a check for you Friday for the \$225.. FYI.. well figure out hand off or I will. Deliver.. Thank you

12/18/21 12:09

I have a check from an attorney for \$250 for you. I also think it would be good if you met with my bathroom guys.. plumbing it lining up...they have to figure a lot out.. so that would be great..convey to them what your plan was



-





80% 11:48

**Robert T. Houle**
Mobile

I can drop it off Mon or you can come to Chambord .. but I think a meeting would-be appropriate..thank you

12/20/21 11:39

Jim.. it's Monday. I have your check.. actually from an attorney for you. Do I send it or perhaps drop it off in Farmington. I'm happy to drop it off. Please advise. Thanks

12/20/21 12:24

I've been busy with an extensive move. Why does a check need to come from an attorney?

12/20/21 12:46

There is no 10-99 or anything. Just go to Lyons national and cash it. ... They were just assisting with cash Management. ..

Do you want me to drop it off ?

12/20/21 15:22

Please get me an address to forward to.. 9r let me know when you will be near Victor. Thanks



-





80% 11:50

**Robert T. Houle**
Mobile

12/22/21 14:28

Jim.. it's not. Can you just get me an address. Even your mom's I could forward it....thanks

12/24/21 12:12

Please just send it to the address below and I'll get it.

[6433 Francis Drive](#)
[Victor, NY 14564](#)

12/24/21 12:24

Ok. Thanks

Merry Christmas and good wishes to you and your mom

12/25/21 18:07

To you and yours as well.

1/21/22 14:44

I'm sending you funds through Western Union. This is the best I can do today



-





Robert T. Houle
Mobile



1/21/22 14:44

I'm sending you funds through Western Union. This is the best I can do today

I don't wish to argue or fight. Please limit your comments. I'll review the contract and meet it. Our communication 8s an issue that must be resolved . Thanks

1/21/22 14:53

Western Union code number for you is ..
[161 -939-8300](tel:161-939-8300).

I sent \$275 Jim

3/31/22 09:23

Pplease call me to meet. I want to resolve this. Ignoring me or not taking my calls will only delay payments to you..please reply and schedule a meeting.Bob

3/31/22 19:15

You can reply to my messages and we can work this out..or any payments to you can get tied up in escrow accounts..up to 2 years. Your choice

3/31/22 21:12



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Date: 02/14/2024

Time: 5:25:26 PM

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Jamesville, NY 13078

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Total Fees Paid: \$0.00

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 39



Robert T. Houle
Mobile



11/10/21 13:33

Hi Jim. Are you coming to chambord today.? My drywall electric guys had questions on the tub drain plan .. please advise

11/10/21 14:40

I'm helping my mother and will be there in the morning. Tub drain plan? What question could there possibly be?

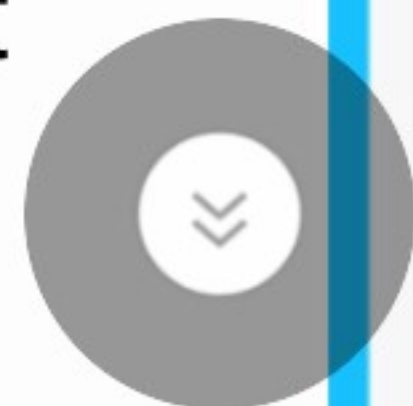
11/10/21 14:45

They wanted to put green board up and weren't sure exactly where the tub drain was going.. so spacing on the drain.. distance from wall.

Are you done tomorrow as well ?

11/10/21 14:52

The green board goes on the walls. The drain is in the floor and is mutually exclusive from the walls for the drain to have anything to do with them. Furthermore, the tub installation sheet is sitting in the bathroom with all the necessary specs on it.



-





Robert T. Houle
Mobile



to have anything to do with them.
Furthermore, the tub installation sheet
is sitting in the bathroom with all the
necessary specs on it.

I know that. They were looking for spacing
on the tub. Thought you may be there
to discuss and coordinate on the wall
distance with tub and spicket. Thank you

Everything is already set for the wallboard.

11/11/21 13:32

Hi Jim. Are you coming back ? I hear
your radio station.... I was here this am...
please advise on a plan..are you done
with rough plumbing ?? I'd like to discuss
closure.. and we where we are at..thanks

11/12/21 09:51

Bob,
I'd like a payment today or \$815. \$400
for the second bounced check, \$15
returned check fee and \$400 for these
past two weeks combined. This would
mark the final weekly payment under the
current agreement, with whatever balance
remaining. Cash would be preferred.
I'll be over after helping my mom this
morning quick. Thank you.



-





  **Robert T. Houle**
Mobile



Ok. Thank you.

Hope you get better.

11/30/21 15:57

Thank you. I don't ever want you to wait for money...I have a new drywall guy.. who's great.. but three weeks ago I had a few knuckleheads...get paid and they didn't perform. \$1000 a week in payroll...gets tough.. thanks

11/30/21 17:09

Did you get the Money Jim ?

11/30/21 18:25

Yes.

11/30/21 19:08

Thank you for doing that while under the weather.

Ok. Good. Thank you

I gave you my word.....





80% 11:48

**Robert T. Houle**
Mobile

12/21/21 14:47

Jim.. that check is in my pocket...please advise on an address for forwarding.
Thank you

12/22/21 14:13

Hey Bob, I have been really swamped with this huge undertaking of getting completely moving out of my mom's place and us both settled into our new abodes. I apologize for your unanswered texts. (As you know), I purposely keep my cell phone plenty away from me and am currently texting you using Verizon's online texting page. As for the payment, in all honesty, at this point, I would prefer (and it would be just as easy for you or your attorney) that it be done through Zelle. Pretty much all banks use the service. It's completely secure, and it's free to set up and use while in your online banking app. My Zelle id email to send the funds to is watchman0308@yahoo.com. As for your reference previously to the rough plumbing not lining up? That really can't be possible. The way in which the rough was left should readily enable anyone thereafter to hook up the shower pans and the tub drain without hassle, yet will certainly require some final pvc fitting and gluing to be done. Specific to the tub itself though despite one of the joists



-





Robert T. Houle
Mobile



currently texting you using Verizon's online texting page. As for the payment, in all honesty, at this point, I would prefer (and it would be just as easy for you or your attorney) that it be done through Zelle. Pretty much all banks use the service. It's completely secure, and it's free to set up and use while in your online banking app. My Zelle id email to send the funds to is watchman0308@yahoo.com. As for your reference previously to the rough plumbing not lining up? That really can't be possible. The way in which the rough was left should readily enable anyone thereafter to hook up the shower pans and the tub drain without hassle, yet will certainly require some final pvc fitting and gluing to be done. Specific to the tub itself, though, despite one of the joists sitting smack dab in the middle of where the drain goes, the tub drain itself should be no problem getting lined up given the clearance that's there and how that drain can be swiveled and rotated. But the overflow drain, (which ties into the tub drain which then ties to the current rough-in), is a slightly different story. This connection needs a flexible tube (they have them) to navigate the (immovable) offset from where the rough drain has to sit due to the joist. Anyone who is able to connect any of those fixtures ought to know of any and all of what I am writing here. Thank you. -Jim



-



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744077

Book Page CIVIL

No. Pages: 24

Instrument: EXHIBIT(S)

Control #: 202402141680

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:31 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

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



Plaintiff Exhibit 40

NEW YORK STATE
MONROE COUNTY

SUPREME COURT
ROCHESTER

RECEIVED
MONROE SUPREME/COUNTY CT
CLERK'S OFFICE
2022 MAR 22 PM 2:27

Robert Houle

PLAINTIFF

VS

James Caputo

DEFENDANT

INDEX NO

Monroe County Clerks's Office
RECEIVED

MAR 22 2022

Time: _____

2022-920

**ORDER TO SHOW CAUSE
WITH TEMPORARY RESTRAINING ORDER**

Upon the annexed AFFIDAVIT of Robert Houle, Plaintiff sworn to on this 22 day
of March 2022, together with papers attached to the **ORDER TO SHOW CAUSE**,

LET the DEFENDANT James Caputo SHOW CAUSE BEFORE THIS COURT at
the Monroe County Courthouse Exchange Street, Rochester, New York to be held on
the 28th day of April, 2022 @ 10:00 AM in the forenoon of that day or as soon thereafter as
counsel can be heard ,

WHY AN ORDER SHOULD NOT BE MADE AND ENTERED REQUIRING :

- 1) Defendant to withdraw his mechanics lien that he filed on a property controlled
by Plaintiff at 4 Chambord Dr, Mendon, New York 14506. This property is also
known as :

FILED
MAR 29 2022

Monroe County
Clerk's Office

Monroe County Tax Map Number 216.04-1-43.

- 2) Defendant be limited in his claim and or lien seeking payment only after
HEARING BY THIS COURT in his Lien on 4 Chambord Dr, Mendon, NY 14506.
- 3) This Court will declare said mechanics lien to be void , dismissed with prejudice
and unenforceable.
- 4) That Defendant be financially sanctioned by this Court for filing a frivolous action
(Under NY CPLR 8303 (a) and (b)) and forcing the Plaintiff to take defensive
action and waste the Courts and resources in it's execution.
- 5) That Defendant be sanctioned by this Court for abusing the NY State lien law
and causing tremendous emotional distress to Plaintiff without merit, justification
or good cause.
- 6) That Defendant must reimburse Plaintiff for filing fees and legal counsel fees for
defense and to challenge this lien.
- 7) Any and all other relief and intervention by this Court that is fair, just and proper.

TEMPORARY RESTRAINING ORDER ORDERED:

- 1) The mechanic's lien filed by defendant James Caputo against Plaintiff Robert Houle and attached to 4 Chambord Dr, Mendon, NY 14506 is hereby suspended and unenforceable until further review a hearing and written decision by by this Court. SW
- 2) Defendant James Caputo is hereby prohibited from filing any further mechanics liens against Plaintiff or against 4 Chambord Dr, Mendon, NY 14506 property or any other properties owned and controlled by Plaintiff until further review and a hearing by this Court.

LET copy of this ORDER TO SHOW CAUSE ~~AND THE~~
~~TEMPORARY RESTRAINING ORDER~~ and papers upon which it
was granted upon DEFENDANT James Caputo by ^{personal} service upon them
pursuant to CPLR 2403(b) on or before April 14, 2022

Be deemed good and sufficient service of this ORDER, and it is further
ORDERED that answers, papers shall be submitted on or before
April 14, 2022; as it is further
ORDERED that reply papers shall be submitted on or
before April 21, 2022. SW

Sam L. Valleriani
Hon. Sam L. Valleriani
Supreme Court Justice

3/22/22

NEW YORK STATE
MONROE COUNTY

SUPREME COURT
ROCHESTER

Robert Houle

PLAINTIFF

VS

AFFIRMATION

James Caputo

DEFENDANT

INDEX NO. 2022-920 mcco

- 1). I am Robert Houle, the Plaintiff in this matter responding to a mechanics lien filed against a property owned by a company I am affiliated with but I do not personally own.
- 2). In July 2021 I, as the president of Houle sales Consulting, Inc entered into a contract to agree to construction services by Defendant James Caputo.
- 3). The work agreed to be performed was to be completed at a property known " 4 Chambord Dr," in the Town of Mendon, NY State Monroe County.
- 4). The property is owned and deeded to an entity called Houle Sales Consulting, Inc, a NY State filed and registered corporation. See attached deed

Exhibit A.

FILED

MAR 29 2022

Monroe County
Clerk's Office

- 5.) Houle Sales Consulting Inc entered into a contract for James Caputo to perform work on Plumbing and framing for the home. The total invoice totalled \$18,500.
- 6) Specifically \$10,000. was the total charge for framing to the home and \$8500. for plumbing work. Other proposals were crossed out and declined. Contract for services is attached. **Please see attached EXHIBIT B.**
- 7). Defendant Caputo offered to perform other services in the renovation of this home. Plaintiff declined these offered services and they were crossed out by Customer Houle Sales Consulting, Inc.
- 8). Defendant offered to perform upgrades to electrical, HVAC, flooring, kitchen Upgrades. Master bath , trim and painting, etc,. All of these offered services were declined and crossed out.
- 9) Plaintiff acknowledges that defendant was slightly involved when sub flooring was being installed and Defendant made recommendations. These services were performed by another contractor and his crew. Defendant was working on other contracted plumbing projects while this occurred.

10). Property owner Houle Sales Consulting, Inc has retained many other contractors to perform all of these services declined in Defendant's proposal.

11) Houle Sales Consulting Inc, established terms that would pay the defendant \$3000. as a down payment for these services, \$400 per week each week that defendant worked and provided services, and the balance after the work was Completed. Specifically Defendant verbally offered to accept payment of approximately \$9000. Balance within 30 days of sale of property, which was anticipated for the Spring of 2022. Again this agreement on final payment was verbal.

12).** Note Plaintiff had retained defendant on many occasions to perform construction services on his personal home and other properties on many Occasions. Plaintiff and Defendant had a good working relationship and were essentially friends.

13). {Plaintiff, as president of real property owner Houle Sales Consulting, INC. the actual customer intends to pay defendant approximately \$9,000 for services rendered per agreement after sale of said property "4 Chambord Dr, Mendon, NY."

14). In January 2022 Defendant filed a Mechanic's lien in the sum of \$25,000. against Plaintiff. Copy of lien was mailed to Plaintiff on Feb. 7, 2022. This

amount is almost 2.5 times what was contracted and agreed upon for
final payment. **Please see attached Exhibit C**

15). Plaintiff is not the customer for the attached agreement and is not the
owner of the property being liened.

**Defendant has filed an action against an improper party and for this
reason this mechanics lien and this entire matter must be dismissed
and lien should be stricken and voided by this Court.**

16) Defendant in mechanics lien has indicated a copy of contract is attached and
filed with the Monroe County Clerk. It is not attached.

17). Defendant indicates in his "Attachment A " an amount of \$11,000 for
framing services, when in fact contract was for \$10,500.

18) Defendant in Attachment A indicates " additional renovation work and asks
for \$8700.

19) Defendant indicates in Attachment A

"Untenable conditions Surcharge; use of Equipment."

20) At no time did Customer or Plaintiff (acting as president and representing
Houle sales Consulting, INc) Houle sales Consulting, Inc ever agree to these

additional charges for an approximate additional charge(s) of \$13,700.

There was never any discussion of use of equipment by Defendant and to be charged to property owner.

21.) Specifically Plaintiff points to the final line in Defendant's proposed contract “

“Any additional charges or additions to the contract will result in written change order and will become an extra charge over and above work order.”

22.) At no time were there any change orders proposed, discussed, agreed upon or signed by either party.

23.) Defendant is seeking monies that they are not entitled to.

24.) Defendant is taking advantage of Plaintiff and filing an abusive mechanics lien.

25) **Defendant is filing a frivolous action against plaintiff** (the wrong party anyway) (NY CPLR 8303 (a) and (b) and causing emotional distress and suffering without any merit, justification or good cause other than to take advantage of Plaintiff's company and potential profits from the sale of said property.

26) Plaintiff, as representative of the actual property owner has only acted in good faith and with good intent here. Defendant's actions and mechanic lien filing are offensive, unnecessary, abusive and a waste of the Courts time

Wherefore Plaintiff asks this Court to:

- A) Dismiss this action with prejudice,
- B) Prohibit Defendant from further frivolous filings against this property or any other property Plaintiff owns and controls.
- C) Limit the amount of any lien filed by Defendant in the by Court Order.
- D) Defendant is sanctioned by this Court for their frivolous and abusive and unjustified conduct.
- E) Any and all other further relief this Court deems fair, just and equitable.

Respectfully submitted :

Under the threat of perjury, based on books,. Records and memory by Plaintiff.


Robert Houle, Plaintiff

ACKNOWLEDGEMENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF MONROE)

On the 22nd day of March 2022, before me , the undersigned, a Notary Public in and for said State, personally appeared before me Robert Houle, , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the written 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 whom the individual acted, executed the instrument.

Elsie L. Mannix
NOTARY PUBLIC

ELSIE L. MANNIX
Notary Public, State of New York
Monroe County Reg. #01MA6420425
Commission expires 08/09/2025

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
CHENEY LAW
336 NORTH MAIN ST
CANANDAIGUA, NY 14424

Receipt # 2532673

Book Page D 12414 0470

No. Pages: 5

Instrument: DEED

Control #: 202010291016

Ref #: TT0000006775

Date: 10/29/2020

Time: 2:31:01 PM

OMALLEY SUTORIUS, COLLEN

HOULE SALES CONSULTING INC,

Recording Fee	\$26.00
Pages Fee	\$20.00
State Fee Cultural Education	\$14.25
State Fee Records	\$4.75
Management	
Transfer Tax	\$512.00
TP-584 Form Fee	\$5.00
Deed Notice Fee	\$10.00
RP-5217 County Fee	\$9.00
RP5217 State Equal Fee	\$116.00
Total Fees Paid:	\$717.00

Employee: CT

FILED

MAR 29 2022

Monroe County
Clerk's Office

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.

Consideration: \$127,900.00

JAMIE ROMEO

MONROE COUNTY CLERK



Stewart Title Insurance Company
Order # 81102185

RECORDED
Time: 2:31 pm

OCT 29 2020

REFEREE DEED

THIS DEED, made as of the 25th day of August, 2020,

Monroe County Clerk's Office

BETWEEN MICHAEL PATTISON, Esq., Referee, having an office address at 1 East Main Street, Floor 10, Rochester, New York 14614, as Grantor, and

HOUSE SALES CONSULTING INC., having an address at P.O. Box 86, Mendon, New York 14506, as Grantee.


WITNESSETH, that the Grantor, being the Referee appointed in a foreclosure action between PROPEL FINANCIAL 1, LLC, Plaintiff, and COLLEEN O'MALLEY SUTORIUS, et al., Defendants, filed under Index Number 011900/2015 in the Supreme Court of the State of New York, held in and for the County of Monroe, foreclosing certain Monroe County tax liens as evidenced by the 2013 Tax Lien Certificate Assignment recorded on November 18, 2013 in Liber 11328, Page 526, and the 2014 Tax Lien Certificate Assignment recorded on October 28, 2014 in Liber 11460, Page 580, in pursuance of a Judgment of Foreclosure and Sale entered in the New York Supreme Court, County of Monroe, on June 20, 2018, and in consideration of the sum of ONE HUNDRED TWENTY SEVEN THOUSAND AND NINE HUNDRED DOLLARS (\$127,900.00) paid by the Grantee, being the assignee of the highest sum bid at the sale under such Judgment of Foreclosure and Sale, does hereby grant and convey unto the Grantee,

Said premises known as 4 Chambord Drive, Mendon, New York 14506 described in Schedule "A" attached hereto and made a part hereof.

Tax ID Number: 216.04-1-43
Tax address: 1108 Cheese Factory Rd.
Honeoye Falls, NY 14472

TO HAVE AND TO HOLD the Premises described in Schedule "A" and hereby conveyed unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.


Michael Pattison, Esq., as Referee

ABSTRACT OF TITLE

FRONTIER ABSTRACT AND RESEARCH SERVICES, INC.

30 West Broad Street, Irving Place, Suite 100, Rochester, NY 14614

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mendon, County of Monroe and State of New York being more particularly bounded and described as Lot 7 of the Loire Valley Estates Subdivision, Section 2 as the same is shown on a map filed in the Monroe County Clerk's Office in Liber 229 of Maps, page 26.

Said Lot 7 is of the dimensions as shown on said map.

Together with an easement for ingress and egress over Fountainbleu Drive however, the grantor herein reserves the right to dedicate said street to the Town of Mendon. Said easement shall terminate upon dedication of the street to the Town of Mendon.

A

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF MONROE)

On the 25th day of August, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Pattison, Esq., 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 whom the individual acted, executed the instrument.



Notary Public

ROBERT JOSEPH SALERNO
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Registration No. 01SA6356083
Commission Expires March 20, 2021

Michael Pattison, Esq.

Referee,

to

HOUSE SALES CONSULTING INC.

Grantee.

**REFEREE'S DEED
IN FORECLOSURE**

Dated: August __, 2020

The land affected by the within instrument
lies in Monroe County.

Tax ID Number: 216.04-1-43

Address: 4 Chambord Drive, Mendon, New York

RECORD & RETURN TO:

CHEVEX LANE FIDELITY, LLC
336 N. WILSON ST.
CANANDAIGUA, NY 14424

CONTRACT #:

House Surgeon Home Service
6433 Francis Drive
Victor, NY 14564

Date: July 2021

Customer: Robert Houle

Address: 1108 Cheese Factory Road Honeoye Falls, NY

Telephone #: (585) 260-6460

E-mail: robertthoule@aol.com

Description of Work: Water Damaged Home Restoration

Plumbing Work:***Water Lines***

1. Remove all copper water lines to entry point from all plumbing fixtures and two spigots.
2. Install new blue and red Pex water lines throughout out home from entry point, extending the ¾" main line to feed both upstairs and downstairs ½" line fixtures; and two spigots.
3. Remove and replumb drain/vent lines for upstairs fixtures which includes a new 2" vent line for master toilet; a new 2" drain & vent for master shower; removing vent connection for accessory kitchen sink; reconfigure drain connections for master bath vanity.
4. Remove and replumb drain/vent lines for downstairs fixtures which includes moving the 3" main drain line from upstairs (that was previously contained within a large soffit) into an adjacent wall and out of the way – reconnecting all upstairs plumbing fixtures to this newly located main line.
5. Replumb/relocate/install new drain lines and vent line for first floor laundry (with separate laundry tub/sink) and bathroom, adding a stand-up shower.
6. Install all new shut off valves.
7. Relocate main drain stack as it passes above kitchen sink to reside in a smaller chase, along with moving all connections thereto.
8. Install new mixing/control valves for three showers.
9. Install new utility sink in garage with water and drain lines.

Hot Water Heater

10. Remove old hot water heater.
11. Position and install new hot water heater.
12. Connect new water lines with shut-offs.
13. Refurbish/restore gas line connections from main line to hot water heater.
14. Reconnect gas line to water heater.
15. Install new 2" pvc exhaust line for hot water heater, piped through rim joist.

Gas Line

16. Remove old gas line from furnace/hot water heater to the meter.
17. Install all new gas line from meter to furnace area.
18. Install gas line extension to kitchen and laundry for gas appliance options.

Total Labor Cost: \$8,500

Framing Repair

(FIRST FLOOR)

19. Demo water damaged framing and flooring* in living room, family room, first-floor bathroom*, first-floor laundry room*.
20. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving the outer corner and walls in the living room and family room.
21. Remove siding on rear of house outside of damaged laundry/bathroom walls.
22. Reframe, rebuilt and structurally correct (from the inside and outside) water damaged wood involving the majority of outer wall for the first-floor bathroom and first-floor laundry room, including new window rough-in for laundry.
23. Replace outer sheathing boards on house outside laundry/bathroom area. Replace Tyvek sheeting and reinstall siding.
24. Install new window in laundry room.
25. Jack up segments of first floor to repair/replace water damaged/crushed base plate along entire outer length of the first floor laundry and bathroom.
26. Remove and repair 12' of damaged 2x10 rim joist on back of house outside laundry/bath.
27. Repair/reinforce multiple water damaged joists in living room, family room and mainly the bathroom/laundry area, along with installation of 2x10x12 sister joist for corrected support in living room.
28. Caulk all gaps.
29. Demo current framing separating first-floor bathroom/laundry/extra room for new configuration.
30. Replace water damaged sub-flooring in first-floor bathroom and laundry room.
31. Jack up small segment of family room and kitchen to repair water damaged/crushed base plates over each of the basement windows.
32. Install support header across laundry/bath/room area to enable extra room expansion.
33. Reframe first-floor bathroom/laundry/extra room to make bathroom now the laundry, the laundry now the bathroom with new 32" x 36" shower, and extra room now a bedroom with a new closet and approximately 100 overall square feet of space.
34. Frame-in new doors for bathroom, laundry and new bedroom.
35. Jack up second story floors above kitchen/dining room to repair failing header into D.R.
36. Install two new jack posts beneath dining room entrance to complete support of this area.
37. Demo family room French doors and eating area sliding glass doors.
38. Install new French door to outside from family room and sliding glass door to eating area.
39. Install all new 5/8" tongue and groove plywood to entire first floor.

(SECOND FLOOR)

40. Demo water damaged framing and multiple floor-boards across back of rear bedroom and back of master closet.
41. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving multiple areas of wall across the house back in two bedrooms.
42. Replace water damaged flooring in two bedrooms.
43. Demo existing (entry) wall (including plumbing) for master bath to open up space.
44. Frame-in new doorway for master bath and shift entrance to master closet.
45. Frame-in new wall along back of new master vanity for plumbing and medicine cabinets.

Total Labor Cost: \$10,000

B

ELECTRICAL**(FIRST FLOOR)**

46. Back out electrical in first-floor bathroom/laundry/extra room area.
47. Install new electrical to reconfigured first-floor bathroom/laundry/new bedroom area with GFI's.
48. Install new ceiling exhaust fan in bathroom with new vent line to outside.
49. Remove and relocate 220V outlet for dryer in laundry alongside gas line for dual option.
50. Remove and relocate 220V outlet for range in kitchen alongside gas line for dual option.
51. Remove and relocate two switches in kitchen by where fridge is to be relocated.
52. Reinstall lighting over counter next to new fridge location.
53. Install newly configured kitchen and eating area lighting.
54. Install new dedicated outlet above range for microwave.
55. Remove damaged/chewed wires above new laundry space and replace with new.
56. Install ceiling fan boxes and wire to wall switch in family room and new bedroom.
57. Install four wall sconces in living room with dimmer switch.
58. Install all new outlets and switches throughout the house.
59. Install new ceiling lights and trim where needed.
60. Hardwire ethernet cable to tv area and two wall outlets in both family and living rooms, one in kitchen, one in expanded first floor room.
61. Hardwire coax television cable to tv area in family room and expanded first floor room.
62. Hardwire phone line to family room, living room, kitchen and expanded room.

(SECOND FLOOR)

63. Install new ceiling fan boxes and wire to wall switch in each bedroom.
64. Remove damaged/chewed wires from box into attic space for multiple second floor lines and replace with new.
65. Install new power lines to new GFCI outlets in each bathroom with room load off each.
66. Install two new ceiling exhaust fans in two bathrooms.
67. Install two new wall light boxes above new vanity in master bath.
68. Relocate outlets and switches in master bath and closet for new configuration.
69. Hardwire ethernet cable to each bedroom.
70. Hardwire coax television cable to each bedroom.
71. Hardwire phone line to each bedroom.

(BASEMENT)

72. Install main distribution hubs for cable tv, ethernet and phone services in corner by sump.

Total Labor Cost: \$3,750

HVAC**(FIRST FLOOR)**

73. Install new in-wall (two-way) heat register in shared wall between laundry and bathroom.
74. Install new in-wall heat register in wall outside of expanded room to heat hallway.
75. Remove existing metal heat duct in outer kitchen wall (on the left) to make space for new 3" plumbing stack to share stud space.
76. Install new insulated heat ducting in stud space and connect to upstairs heat register.
77. Metal tape heat duct in outer kitchen wall (on the right) to repair water damaged areas.
78. Install new vent line for relocated kitchen range (chase to be on adjacent laundry wall).
79. Install new exhaust vent line for dryer.

Total Labor Cost: \$1,000

NEW CONSTRUCTION:**(FIRST FLOOR)****Flooring****New Tile Floor**

80. Install new $\frac{3}{4}$ " boarding under each kitchen base cabinet to align with finished tile floor.
81. Install $\frac{1}{2}$ " Hardie Board base (mortared and screwed) over newly install subfloor.
82. Install new 12" x 24" porcelain tiles (using Flexbond® mortar) contiguous from front foyer and to (and through) kitchen area up to and even with floor-boarding for base cabinets, with Schluter-style transitional borders between the living room, family room, hallway to garage and two points into dining room.
83. Grout new tile floor.
84. Seal grout.

New Lifeproof® Vinyl Plank flooring.

85. Install new luxury vinyl plank flooring across first floor space to include living room, family room, dining room, hallway to laundry and bath, laundry room, bathroom and expanded room.

Total Labor Cost: \$5,500**Kitchen**

86. Install new drywall on ceiling and walls to paint ready finish.
87. Paint ceiling in kitchen and into front foyer (only) after drywall completion.
88. Paint walls in kitchen (only) for completion of cabinet installation.
89. Install new kitchen base and wall cabinets (per drawing) including all associated trim and kick plates.
90. (Countertop and sink installation per outside Countertop Company)
91. Install dishwasher and oven/range.
92. Install microwave and connect to outside vent line.
93. Tile and grout backsplash above countertops and behind stove.

Total Labor Cost: \$5,500**Bathroom/Laundry Area**

94. Install new 32" x 36" FG/Acrylic shower base and matching surround in reconfigured first-floor bathroom connecting to newly roughed plumbing.
95. Install new greenboard drywall to ceiling and walls in bathroom and laundry to paint ready finish.
96. Paint bath and laundry rooms.
97. Install new vanity/top/faucet and toilet in first floor bath.
98. Install new mirror, wall lights, shower rod, towel bars, paper holder in first floor bath.
99. Install new utility sink/top/faucet and lights in first-floor laundry.
100. Install two 15" wide wall storage cabinets on each side of new window in laundry.
101. Install and trim out a folding table for over the laundry machines.
102. Install new colonial style trim along floor and around doorways and windows in both laundry and bathrooms.

Total Labor Cost: \$6,500

B

Trim and Painting

103. Prime paint and install new trim around all necessary doorways and windows across house after drywall completion on walls and (textured or not) ceiling.
104. Install new baseboard trim across entire first floor space after drywall and flooring completion.
105. Install new baseboard trim where needed on second floor after drywall completion.
106. Install new chair rail molding around perimeter of dining room.
107. Prep all trim surfaces (clean, repair, caulk) for painting.

Total Labor Cost: \$3,500

(SECOND FLOOR)***Main Bath***

108. Install new 30" x 60" FG/Acrylic bathtub and matching surround.
109. Replace (or install overtop) new subflooring in bathroom to true-up and reinforce surface.
110. Install new marble transition at doorway.
111. Frame-in vanity wall for two in-wall medicine cabinets.
112. Install new greenboard drywall to ceiling and all walls to paint ready finish.
113. Paint ceiling and walls.
114. Install new luxury vinyl plank across entire bathroom floor.
115. Install new 21" x 60" vanity with top, double sinks and faucets.
116. Install new vanity lights, toilet, medicine cabinets, towel bars, paper holder, shower rod and shower faucet trim.
117. Paint and install new colonial style trim around doorway, window and baseboard.

Total Labor Cost: \$5,500

Master Bath/Closet

118. Install new 36"x60" FG/Acrylic shower base, connecting to updated plumbing rough-in.
119. Install new Hardie Board to surround, creating new shower niche, taped and sealed.
120. Seal shower tile surface with Redguard®.
121. Install new 12"x24" porcelain tile to three shower walls with perimeter mosaic border.
122. Tile inside of niche with matching mosaic tile.
123. Replace (or install overtop) new subflooring in bathroom to true-up and reinforce surface.
124. Install new marble transition at doorway.
125. Install new greenboard drywall to ceiling and all walls to paint ready finish.
126. Paint ceiling and walls.
127. Install new luxury vinyl plank across entire bathroom floor.
128. Install new 21" x 60" vanity with top, double sinks and faucets.
129. Install new vanity lights, toilet, med cabinets, towel bars, paper holder and shower trim.
130. Install new glass shower doors.
131. Paint and install new colonial style trim around doorway, window and baseboard.

Total Labor Cost: \$7,000

Customer to Provide the following items:

132. Homeowner to provide roll-off container (or equivalent) and all construction materials needed to complete the job.

Any additional changes or additions to the contract will result in a written change order and will become an extra charge over and above this work order.

Homeowner Signature: _____

Print: _____

Date: _____

Homeowner Signature: _____

Print: _____

Date: _____

House Surgeon Signature: _____

Print: _____

Date: _____

19 → 45 -

1 - 18

\$ 10,000.00

\$ 8500.00



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744078

Book Page CIVIL

No. Pages: 33

Instrument: EXHIBIT(S)

Control #: 202402141681

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:37 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
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SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 41

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE**

In the Matter of a

Robert HoulePlaintiff,
Monroe County Clerk's Office **Index No.: 2022-920**
RECEIVED

- vs -

James Caputo

Defendant.

**ANSWER FOR
ORDER TO SHOW CAUSE
WITH CROSS MOTION**

APR 14 2022

TO THE SUPREME COURT:

Time: 12:57 p

RECEIVED
MONROE SUPREME COURT
STATE OF NEW YORK
2022 APR 14 PM 1:13

Upon the annexed AFFIDAVIT of James R. Caputo, Defendant, sworn on this 14th day of April, 2022, together with papers attached to said AFFIRMATION,

Let the Plaintiff, Robert T. Houle, appear before this Court at the Monroe County Courthouse Exchange Street, Rochester, NY to be held on the 28th day of April, 2022 at 10:00am or as soon thereafter as counsel can be heard.

WHEREFORE, I respectfully request the following of the Court:

- A. That the Mechanic's Lien filed on January 21, 2022 against Plaintiff remain in force until such time that further adjudication before the Court can be completed on April 28, 2022.
- B. That the Court see the merits of the Mechanic's Lien and that any (attempted) label of it being frivolous be considered itself frivolous.
- C. That the Court set the limit of the Lien at what is proper and justified based upon the material facts and evidence.
- D. That the Court see the Mechanic's Lien as justified and to disregard Plaintiff's attempts at collecting fees or expenses, as well as besmirching one's right to do so against him by labeling such a filing as "frivolous and abusive and unjustified conduct" and worthy of being "sanctioned". Not once, since receiving the Lien, has Plaintiff put forth any sort of

counter argument, or detailed invoice, or itemization of what he believes the issues and remaining balance to be. The material facts are plain and simple with the Mechanic's Lien being employed well within the confines and the spirit of the law.

E. Any and all other relief as the Court may deem just and proper.

Let a copy of this ANSWER and papers upon which it was based and served upon Plaintiff by certified mail, on or before April 14, 2022, be deemed good and sufficient service of this ANSWER pursuant to both parties appearing in Court on April 28, 2022 for the Show Cause Order.

Honorable Sam L. Valleriani
Supreme Court Justice

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE**

In the Matter of a

Robert Houle

Plaintiff,

Index No.: 2022-920

— VS —

AFFIRMATION**James Caputo**

Defendant.

STATE OF NEW YORK) ss:
COUNTY OF MONROE)RECEIVED
MONROE SUPREME COURT
STATE OF NEW YORK
2022 APR 14 PM 1:13

James Richard Caputo, being duly sworn, deposes and says:

I am the Defendant named in this matter. I make this affidavit with affirmed responses and statements in support of this Answer towards an Order To Show Cause on a Mechanic's Lien filed on January 21, 2022. Responses will be in numerical order corresponding to each numbered item in Plaintiff's Affidavit.

1. As far as Defendant James Caputo was always aware, the home at 4 Chambord Drive, Mendon, NY is, **in fact**, owned by Robert Houle, indirectly through Houle Sales Consulting, of which he is president and owner.
2. As can be seen in this claim by Plaintiff, Robert Houle, there is a constant and persistent lack of attention to any sort of detail when operating his business, including nearly every aspect of this project. The Court is asked to note that there is no specific date of the contract stated in his claim and no mutually signed agreement between the two parties to establish his position. Work commenced on the project on May 1, 2021, with the framing and plumbing being the two areas of priority. There was initially a verbal agreement between the parties of a weekly payment of \$300-400 and a lump sum payment for the balance once the house sold. After it was realized by Defendant that this was an enormous project, on top of there being no realization of any weekly payment after several weeks of being on the project, Defendant James Caputo made it clear to Petitioner Robert Houle that a formal contract was going to be

necessary for him to continue working. Thus, a contract was indeed signed, after a several-day struggle with Plaintiff to sign it for Defendant to continue working. This contract was signed on August 3, 2021 and NOT in July, as stated by Plaintiff. And it was for a total of \$19,500 and not \$18,500. Please see the actual contract attached as **Exhibit A**. The document in Plaintiff's Exhibit B, (that he claims is the signed contract between the parties), is a preliminary document that was sent to him by request, incorporating all the areas of renovation need in the home into one proposal. He chose to scale back the project to what is represented in the *actual contract* of August 3, 2021.

3. Yes, the work was all done at 4 Chambord Drive, Mendon, NY.

4. The property may be owned by Houle Sales Consulting, but Robert T. Houle is the president and owner of that company.

5. There is no date specified by Plaintiff as to when Houle Sales Consulting entered into a contract to perform work, and he also gets the total invoice amount incorrect. As stated, the contract was entered into on August 3, 2021, with a total invoice amount of \$19,500. Please see **Exhibit A**.

6. Specifically, \$11,000 was the total charge for the framing and \$8,500 for the plumbing work. These were the only two areas of work detailed on the August 3, 2021 signed contracted between the two parties. The document that Plaintiff is using as the actual contract between the parties in his Affidavit to support his argument is nothing more than a preliminary work proposal that he signed to make it appear as though it is the contract. The real and true contract between the parties is once again noted in **Exhibit A**.

7. The services that Defendant Caputo is claimed to "offer", [as noted on the preliminary proposal that Plaintiff is attempting to pass off to the Court as a signed agreement between the two parties], were nothing more than areas of renovation need for the entire house that Defendant put together at the request of Plaintiff for the express purposes of both providing a complete estimate for the work required as well as enabling a comprehensive perspective of the

work ahead. The crossing out of any of the listed work as some means of declining additionally needed services is solely the doing of Plaintiff outside of the knowledge and purview of Defendant Caputo. Such actions, in addition to the document itself, are completely nonapplicable to this lien matter other than identifying further areas of renovation need, some of which Defendant would indeed go on to perform *outside of* the contract, yet with the full consent of Plaintiff, who now refuses to pay for the work.

8. The only time Defendant ever *formally* offered to perform upgrades to the “electrical, HVAC, flooring, kitchen upgrades, master bath, trim and painting, etc.” was when he was asked by Plaintiff to put together a comprehensive proposal for all the work required for the house to be sellable. This is represented by Plaintiff himself in his Exhibit B, that he is attempting to pass off as the real and true agreement between the parties – which it is not. Once more, **Exhibit A** in this Answer document is the executed contract between the parties. As the work in the contract was nearing its end, it was clear that certain areas of the house outside of the contract demanded attention and work to be performed. Thus, outside of whatever Plaintiff is attempting to accomplish by stating in his affidavit that he crossed out all additionally offered services on an irrelevant document, he did, in fact, ask for additional work to be done, which is listed in the Final Invoice sent to Plaintiff that he refused to both acknowledge and/or pay. Please see **Exhibit B** for Final Invoice.

9. This claim in Plaintiff’s Affidavit that “Defendant was slightly involved when sub flooring was being installed...” is a testimony of how completely naive and ill-informed he is/was regarding this project and litigation, for that matter. There were a total of approximately forty 4’ x 8’, 5/8” thick tongue and groove subfloor boards that needed to be installed across the entire first floor. The contract was for both framing/structural repair and plumbing, which were being done concurrent with one another, but also in bulk when involved with one in particular. Extensive framing and structural repair were performed in and around the time the subfloor was to go in. No plumbing was being done or had been done for weeks at this point. An extremely

difficult section of subflooring was the first to go in, which was completed entirely by Defendant. After approximately eighteen boards were installed by Defendant, Plaintiff decided to hire another crew of workers to both install a layer of plywood overtop the second floor, (which was not part of any contract between the parties), and to “assist” with any other aspect of the house, including the first-floor subflooring, if need be. This was all done by Plaintiff without discussing it with Defendant. This crew was hired not because there was any hold-up with the job but because Plaintiff was so hasty to complete certain aspects of the project, outside of the proper order of things. The assertion that Defendant was off doing plumbing while this crew totally took over the contracted flooring work is absolutely false and without any material base. This crew spent the majority of its time at the house working on putting a ½” layer of plywood across the upstairs floor, and drywalling damaged and voided areas in the garage. While there was indeed some help with the first-floor subfloor installation with the screwing in of screws after the board was cut and fitted, the total number of boards that were installed independent of Defendant was two. Defendant was otherwise involved in the selection of, the shaping of, and installation of each and every board, including giving approval for the two boards installed independently. Furthermore, Defendant even had to go back over the work of the other crew on these boards because not all the screws were driven in properly.

10. There is no argument that Plaintiff would have to obtain the services of other contractors in order to complete the unfinished areas of the house. The only thing of note here is that Plaintiff now uses the term “proposal” to describe what he has previously introduced (in Exhibit form) to be the signed contract between the parties.

11. Here, Plaintiff is referring to the correct terms of payment (\$3,000 down and \$400 a week with the balance due in a bulk payment upon sale of the house), but he does not provide any material basis for these terms even though he has already offered up a (bogus) contract to the Court devoid of these specifics. Since the contract he produced has no payment terms, Plaintiff now claims that the remuneration component of the agreement was verbally done

between the parties, when again, Defendant has already produced the real and true contract, (with expressed terms for payment) for this Court in **Exhibit A**. It should be noted that although the contract called for weekly \$400 payments on Mondays, there was only one week out of thirteen that was paid on time. There were three bounced checks and every week required having to remind Plaintiff of the need to pay.

12. Defendant admits to having done work at Plaintiff's private home on numerous past occasions. Many of these jobs was Defendant having to drop everything he was doing to bail out Plaintiff from an attempt at performing the work himself, only to fail, often making the job all the more difficult to complete. The working relationship between the two parties was cordial and friendly, but at no time would Defendant consider the two "friends". Friends spend time together outside of any sort of working relationship. This did not happen and therefore the insinuation that there was a friendship and perhaps some sort of unwritten obligation or rule to turn a blind eye to impropriety involving the contracted work and payment therefor is invalid.

13. By virtue of the actual contract alone (see **Exhibit A**), [and not including any of the additional work listed in both the Final Invoice and the Mechanic's Lien], the current balance due is \$11,300 plus an accruing 9% annual interest that is compounding daily. Therefore, Plaintiff has no material basis or argument to state that all he owes Defendant is \$9,000. Furthermore, it is because of this blatant disregard to both the actual contract and the actual monies owed that the Mechanic's Lien was not only filed, but justifiably so.

14. On August 3, 2021, both parties entered into a contract for work and payment, the latter of which was to include a weekly \$400. This did not happen as agreed upon, and in fact, involved three separate bounced checks and a two month wait for the final \$400 installment that was due the final week when contracted work had been completed on November 16, 2021. On January 15, 2022, Plaintiff was emailed a Final Invoice for the project, including all the details remaining from the signed contract, along with a detailed list of the additional work and charges. Plaintiff decided to ignore the invoice after attempts to get a response. Defendant

would go on to learn that Plaintiff has an extensive history of money and property mismanagement which includes having had two separate properties sold by the county for not paying taxes, as well as his current home being in foreclosure as recent as 2018. See **Exhibits C and D**. In order to protect his financial interests on work that had already been completed and now ignored, Defendant James Caputo filed a Mechanic's Lien with the Monroe County Clerk's Office on January 21, 2022 and served upon the Plaintiff via certified mail. The Affidavit of Service is attached as **Exhibit E**.

15. Plaintiff attempts to avoid contractual obligation by claiming that he is not the "customer" involved in the contract and thus not the proper party to address the lien to. The parties named in the Lien are both Houle Sales Consulting, Inc. (with whom the contract was made) and Robert T. Houle, the President of the Company and who signed the contract. Again, it is pointed out to the Court, (with emphasis), that Plaintiff is attempting to pass off to this court, (as a signed contract), a document that bears no signature of Defendant, while Defendant has provided to this Court in **Exhibit A** the real and true contract between the parties. All of these inconsistencies and deficiencies (and more unnamed) are precisely why Defendant was compelled to file the Mechanic's Lien.

16. Nowhere in the Mechanic's Lien does it state that a copy of the contract between the parties is attached and therefore missing when being served upon him, as insinuated by Plaintiff. Plaintiff is once more wrong on the details.

17. As can be clearly seen in the signed contract between the parties in **Exhibit A**, the amount for the framing services was \$11,000 and not \$10,500. Plaintiff is wrong again on the details and provides nothing to support his position. This is yet again why the Mechanic's Lien was necessary.

18. The "additional renovation work" that was noted by Plaintiff in this Affidavit statement was completely detailed in the Final Invoice sent to him on January 15, 2022. This is nevertheless another example of Plaintiff's utter lack of attention to detail.

19. “The untenable conditions surcharge; use of equipment charges” were also expressly detailed in the Final Invoice sent on January 15, 2022.

20. All of the work above and beyond the signed contract, as specified in the Final Invoice, was not only agreed upon by Plaintiff for Defendant to complete, but Plaintiff even obtained the necessary building materials in order for it to be completed. Any charges incurred were in line with the ordinary and customary \$50/hr rate; a remuneration figure that Plaintiff has personally insisted Defendant charge as a minimum for any and all past and present work for Plaintiff.

Plaintiff lives less than five miles away from the project house and was there nearly every single day either working and/or overseeing matters. If any of the additional work listed in the Final Invoice was not authorized by Plaintiff, then it would have been impossible for Defendant to perform it all with Plaintiff always right there.

21. The additional work was all done by way of verbal consent and agreement. As can be seen from the list, the work was straightforward, without confusion and did not require a detailed written description. The additional work was all done near or at the end of the written contract and verbal discussion and agreement was all that was needed.

22. As previously stated, all additional work was not only discussed and agreed upon by both parties, but it was also Plaintiff who obtained the building materials necessary to complete this work. At one point in his Affidavit, Plaintiff attempts to use (and actually misapplies) a verbal agreement argument concerning the actual contracted work that has a literal document associated with it, while now attempting to condemn that very thing when done with the additional work.

23. Work was needed above and beyond the contract. A verbal agreement was made for it to be done. Plaintiff went so far as to obtain the necessary building materials for said work. The work was completed by Defendant. Defendant is therefore entitled to the monies being sought for the additional work in both the Final Invoice and the Mechanic’s Lien.

24. Defendant is not taking advantage of Plaintiff by way of filing a Mechanic's Lien. The written answers and provided Exhibits in this document more than establish a foundational basis for the Mechanic's Lien having been filed, with it being nearly five months since the completion of work and no payment still.

25. Clearly, from the facts, plaintiff's history and the material evidence, the Mechanic's Lien is not frivolous but instead, filed for the very reasons the law exists – to protect one's labor/payment interest when it appears as though it might be in jeopardy of being paid.

Plaintiff has presented argument and documents in his signed and under oath Affidavit that are blatantly fraudulent and in obvious error, giving further credence for the Lien to be filed.

26. A contractor who is rightfully concerned about being paid, [given an unsatisfactory current and past history with money and payments from someone with whom he has contracted with to do work], who then files a Mechanic's Lien in order to protect his right to be paid after his billing is ignored, is NOT "offensive", "unnecessary", "abusive", or "a waste of the Court's time". And as it pertains to the "Court's time". A Mechanic's Lien does not occupy the Court's time. It is when the party who owes money and attempts to fight the lien IN Court with erroneous detail and argument, this is what could be considered a waste of the Court's time. And when someone acts in "good faith" and "good intent", he makes contracted payments on time; he doesn't write three bad checks as part of those payments; he operates from the actual signed papers between the parties; he does not ignore final invoices; he does not ignore a Mechanic's Lien for two months that was filed because of his behavior and history; he does not move to involve the Court with the Lien but instead employs "good faith" and "good intent" in order to resolve the conflict. Plaintiff Robert T. Houle did none of those things and therefore cannot be considered to have acted in good faith. These are the same words he used in Court when he tried to make excuses for why the County had to sell off two of his properties for nonpayment of taxes.

WHEREFORE, I respectfully request the following of the Court:

- A. That the Mechanic's Lien remain in force until such time that further adjudication before the Court can be completed on April 28, 2022.
- B. That the Court see the merits of the Mechanic's Lien and that any (attempted) label of it being frivolous be considered itself frivolous.
- C. That the Court set the limit of the Lien at what is proper and justified based upon the material facts.
- D. That the Court see the Mechanic's Lien as justified and to disregard Plaintiff's attempts at collecting fees or expenses, and besmirching one's right to do so against him by labeling such a filing as "frivolous and abusive and unjustified conduct" and worthy of being "sanctioned". Not once, since receiving the Lien, has Plaintiff put forth any sort of counter argument, or detailed invoice, or itemization of what he believes the issues and remaining balance to be. The material facts are plain and simple with the Mechanic's Lien being employed well within the confines and the spirit of the law.
- E. Any and all other relief as the Court may deem just and proper.

Dated: April 14, 2022


James Richard Caputo, M.D.

VERIFICATION

STATE OF NEW YORK

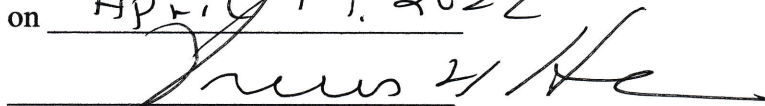
COUNTY OF _____

I, James Richard Caputo, being duly sworn, say: I am the Defendant in the above-named proceeding and that the foregoing Answer is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe it to be true.


James Richard Caputo, M.D.

Subscribed and sworn to before me

on April 14, 2022



(Deputy) Clerk of the Court

Notary Public

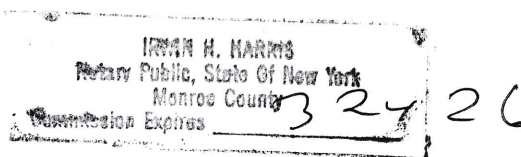


Exhibit A

House Surgeon Home Service
6433 Francis Drive
Victor, NY 14564



Date: August 3, 2021

Customer: Houle Sales Consulting, Inc. – Robert Houle, President
Address: P.O. Box 86 Mendon, NY 14506
Telephone #: (585) 260-6460
E-mail: robertthoule@aol.com

Description of Work: Water Damaged Home Restoration
Work Location: 4 Chambord Drive Mendon, NY 14506

Plumbing Work: (Bold type is work already completed since May 1, 2021.)

Water and Drain Lines

1. Remove all copper water lines to entry point from all plumbing fixtures and two spigots.
2. Install new blue and red Pex water lines throughout out home from entry point, extending the ¾" main line to feed both upstairs and downstairs ½" line fixtures; and two spigots.
3. Remove and replumb drain/vent lines for upstairs fixtures which includes a new 2" vent line for master toilet; a new 2" drain & vent for master shower; removing vent connection for accessory kitchen sink; reconfigure drain connections for master bath vanity.
4. Remove and replumb drain/vent lines for downstairs fixtures which includes moving the 3" main drain line from upstairs (that was previously contained within a large soffit) into an adjacent wall and out of the way – reconnecting all upstairs plumbing fixtures to this newly located main line.
5. Replumb/relocate/install new drain lines and vent line for first floor laundry (with separate laundry tub/sink) and bathroom, adding a stand-up shower.
6. Install all new shut off valves.
7. Relocate main drain stack as it passes above kitchen sink to reside in a smaller chase, along with moving all connections thereto.
8. Install new mixing/control valves for three showers.
9. Install new utility sink in garage with water and drain lines.

Hot Water Heater

10. Remove old hot water heater.
11. Position and install new hot water heater.
12. Connect new water lines with shut-offs.
13. Refurbish/restore gas line connections from main line to hot water heater.
14. Reconnect gas line to water heater.
15. Install new 2" pvc exhaust line for hot water heater, piped through rim joist.

Gas Line

16. Remove old gas line from furnace/hot water heater to the meter.
17. Install all new gas line from meter to furnace area.
18. Install gas line extension to kitchen and laundry for gas appliance options.

Total Labor Cost: \$8,500

Framing Repair**(FIRST FLOOR)**

1. Demo water damaged framing and flooring* in living room, family room, first-floor bathroom*, first-floor laundry room*.
2. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving the outer corner and walls in the living room and family room.
3. Remove siding on rear of house outside of damaged laundry/bathroom walls.
4. Reframe, rebuilt and structurally correct (from the inside and outside) water damaged wood involving the majority of outer wall for the first-floor bathroom and first-floor laundry room, including new window rough-in for laundry.
5. Replace outer sheathing boards on house outside laundry/bathroom area. Replace Tyvek sheeting and reinstall siding.
6. Install new window in laundry room.
7. Jack up segments of first floor to repair/replace water damaged/crushed base plate along entire outer length of the first floor laundry and bathroom.
8. Remove and repair 12' of damaged 2x10 rim joist on back of house outside laundry/bath.
9. Repair/reinforce multiple water damaged joists in living room, family room and mainly the bathroom/laundry area, along with installation of 2x10x12 sister joist for corrected support in living room.
10. Caulk all gaps.
11. Demo current framing separating first-floor bathroom/laundry/extra room for new configuration.
12. Replace water damaged sub-flooring in first-floor bathroom and laundry room.
13. Jack up small segment of family room and kitchen to repair water damaged/crushed base plates over each of the basement windows.
14. Install support header across laundry/bath/room area to enable extra room expansion.
15. Reframe first-floor bathroom/laundry/extra room to make bathroom now the laundry, the laundry now the bathroom with new 32" x 36" shower, and extra room now a bedroom with a new closet and approximately 100 overall square feet of space.
16. Frame-in new doors for bathroom, laundry and new bedroom.
17. Jack up second story floors above kitchen/dining room to repair failing header into D.R.
18. Install two new jack posts beneath dining room entrance to complete support of this area.
19. Demo family room French doors and eating area sliding glass doors.
20. Install new French door to outside from family room and sliding glass door to eating area.
21. Install all new 5/8" tongue and groove plywood to entire first floor.
22. Remove water damaged sill plate and wall studs in front corner of garage. Repair damaged foundation for front corner of garage. Install new wall studs and wall base. Repair outer sheathing in front corner of garage. Concrete repair adjacent step into garage.

(SECOND FLOOR)

23. Demo water damaged framing and multiple floor-boards across back of rear bedroom and back of master closet.
24. Reframe, rebuilt and structurally correct (from the inside) water damaged wood involving multiple areas of wall across the house back in two bedrooms.
25. Replace water damaged flooring in two bedrooms.
26. Demo existing (entry) wall (including plumbing) for master bath to open up space.
27. Frame-in new doorway for master bath and shift entrance to master closet.
28. Frame-in new wall along back of new master vanity for plumbing and medicine cabinets.

Total Labor Cost: \$11,000

Homeowner to Provide the following items:

1. Roll-off container (or equivalent) and *all* construction materials needed to complete the job.

A deposit/payment of \$3,000 and interval payments of \$400/week (towards the final labor cost totals above) are required to move forward in exchange for 32 hours of work per week (between 8am – 5pm) until completion. Weekly payments will be on Mondays for the just-finished Monday thru Sunday work week, beginning August 16, 2021.

Any remaining balance for the specified work in this contract having been substantially completed will be paid in-full within seven business days from closing on the sale of the house, or immediately if the time from completion of work to payment exceeds 90 days, or immediately upon occupation of the house, if not outright sold. A 9% annual interest (compounded daily) penalty will be assessed for any amount of time that payment is not received in accordance with this contract.

Any additional changes or additions to the work detailed in this contract will result in a written change order and will likely become an extra charge over and above this work order, payable immediately.

Homeowner Signature: _____

Print: _____

Date: _____

Homeowner Signature: _____

Print: _____

Date: _____

House Surgeon Signature: _____

Print: _____

Date: _____

Exhibit B

**House Surgeon Renovations†**

6499 East Seneca Turnpike
Box 433
Jamesville, New York 13078
(315) 382-8778

Customer: Houle Sales Consulting – Robert Houle, Pres.
Address: P.O. Box 86
City/Zip: Mendon, NY 14506
Phone: (585) 260-6460
Date: January 15, 2022
Email: robertthoule@aol.com

Final Work Invoice

Work Location: 4 Chambord Drive Mendon, N.Y. 14506

Work Completion Date: November 16, 2021

August 3, 2021 Contract:

Total Charges: \$19,500
Amount Paid to date: \$8,000
Balance Due: \$11,550 *

*Work completed on November 16, 2021. Per contract, balance becomes immediately due if the time from completion of work to payment exceeds 90 days, with day 91 being February 15, 2022. A 9% interest penalty (compounded daily) will be assessed for any unpaid balance after this date. (\$50 additional (bank) fees)

Description of Additional Work NOT covered by Contract:

1. ~~Construction and installation of Triple 2x12 support beam in basement with three jack posts anchored to the concrete basement floor.**~~
2. ~~Construction of structural header and framing support for first floor joists adjacent to the two rear-facing basement windows. **~~
3. ~~Installation of two additional anchored jack posts for other joist support. **~~
4. Replacing fixtures for basement lights and rewiring new line into main breaker box.
5. Installation of new switch box for hot water heater onto new furnace.
6. Installation of ceiling fan boxes for three bedrooms and light boxes first floor shower and laundry room.
7. Framing first floor bath and master bath showers to manufacturer's specs for respective shower pans.
8. Installation of custom built-in dryer vent for first floor laundry.
9. Installation of three new pre-hung doors on first floor (laundry, bath, bedroom).
10. Framing in and Installation of pocket door kit for master closet.
11. Removed and replaced master bath subfloor, with extensive reinforcement of joists under toilet.
12. Installation of hardie-board to master bath floor – thinset and screwed.
13. Installation of additional water lines for second shower control valve in master shower.
14. Installation of second shower control valve in master shower.
15. Patched/filled multiple defects/depressions from knots in the 3/8" plywood top layer across 2nd floor.

**It was agreed that these three line items, (though completed), would be zeroed out as an equitable exchange for line items 19 and 20 (under "Framing Repair" of the August 3, 2021 contract for this same property) not having been completed due to a "no decision" on said items per homeowner by the time all other work had been completed.

Charges Due: \$8,700

Additional Charges:

1. Personal use and allowing other workers the use of HSR tools and equipment without permission after being asked to get your/their own. (ladders, lights)
2. Several-hour exposure to the urine soaked Depends® undergarment that was (seemingly purposely) placed up on top of the block foundation in the basement in order to contaminate and toxify the air from within the joist space right where I was working on November 11, 2021. After eventually being found, removed and dropped on the floor far across the basement, *both* Jeff (the homeless guy living in the house) *and* Bob (the homeowner, who saw fit to also clean it up) just so happened to mosey down to the basement that very day and come across this urine soaked, horribly smelling item and did not once ask me where such a disgusting thing would come from. Pictures were taken and logged. NONE of this is normal for anyone, unless there was foreknowledge and a known purpose for such a revolting thing to have occurred. I don't even care to know why. Nonetheless, there is a cost for being subjected to such folly.
3. Exposure and subjection to the (passive) attempt on my life multiple times by "someone" with access to that house having flipped the three separate 30 amp breakers to the ON position for the high voltage electrical wires that were disconnected and dangling in the basement with the ends exposed in the very area in which I was working – not once, not twice, not even three times, but FOUR separate times – the last time being November 2, 2021 as I was working right next to a disconnected 220v line hanging on a nail on the wall, adjacent to the main plumbing drain line that was being finished with the live ends of the wire sticking outward where one could easily back into them inadvertently. Knowing what I had already experienced three previous times, and seeing just how close these bare wires were to where I was working, I had occasion on this day to grab the wire and toss it on the ground to affirm that it was indeed STILL dead (from the LAST TIME I had switched the breakers OFF), only to see a huge spark upon hitting the floor. And this was not the ONLY 30amp breaker that was flipped to the ON position on this same day. This was NO accident with the subsequent urine soaked Depends on the 11th being the last straw.

Charges Due: \$5,000

Current Charges (due immediately): \$13, 700**Contractual Charges (due February 15, 2022): \$11,550****Total Charges Due: \$25, 250**

† previously operating as House Surgeon Home Service

Exhibit C

Cayuga County, real estate brokers sued over tax foreclosure sales

- [Gwendolyn Craig](#)
- Jun 16, 2016 Updated Jun 23, 2017

AUBURN — Robert Houle thinks of himself as David and Cayuga County as Goliath.

That's what he told Judge Thomas Leone Wednesday morning in Cayuga County Supreme Court.

Despite failing to pay his taxes on two Cayuga County properties, the Honeoye Falls resident argued that the mobile homes on those parcels, which are located on Duck Lake Road in Victory and Dennison Road in Ira, are personal property and not real property. Therefore, he said, the county had no right to sell the mobile homes as part of its regular county tax auction last June.

"This is kind of an interesting case, and kind of an important case," Houle said. "The bottom line is, I caught Cayuga County."

Representing himself along with his father, Glenn Houle, the father and son sat together at one table in the courtroom, while four attorneys representing a lengthy list of defendants — including Cayuga County, Attorney Earle Thurston and real estate broker Dean Cummins — sat around the adjacent table.

While Houle has filed a legal complaint suing the county for \$1.75 million plus any accrued costs or fees, Leone focused the hearing on a motion to show cause, which was issued by New York State Court of Claims Judge Renee Forgensi Minarik last year.

The order was intended to prevent Cayuga County from auctioning off the properties; however, the hearing for the order did not occur until August 2015. The properties had been sold by then.

Houle was the first to address the court Wednesday morning, alleging not only that the county unlawfully took his personal property, but also calling into question events that allegedly occurred at the county auction last June.

He said he was led to believe by several county officials that the mobile homes would not be part of the sale. The county *did* include them as part of the sale, however, so Houle had an agent distribute pamphlets that said the mobile homes were not included. Houle said his agent was threatened with arrest, as was he.

"We've showed good faith," Houle said. "The county did not. We call them out and question them. We've been vilified. We've been threatened. It's disgusting."

Representing the county, attorney John Callahan pointed out that Houle knew his properties were delinquent in taxes back in November 2011, when the county's real property office filed its list. When the county reached out to Houle to see if he had interest in the property, he had said no. Nearly four years after the list of delinquent taxes was published, Houle's legal challenges were filed.

"There's no basis to hold these parties in contempt," Callahan said. "It's too late."

Attorney Stephen Pesarchick, representing Cummins, who bought the property and mobile home on Duck Lake Road, addressed Leone next. Pesarchick said the mobile homes could be considered personal property if they were separately assessed, but they were assessed together. Therefore, he said, the homes were properly included in the tax auction and transferred.

Pesarchick also said his client had not been personally served any of the orders.

Also on the list of defendants was Thurston, who had originally represented Cummins until Houle listed him as a party in the matter. He was represented by Attorney David Thurston, who said Houle's "vague notions of conspiracy," have no basis in court.

One of Houle's arguments was that he still possessed the original bill of sale on the mobile homes, something the county did not have. Thurston said those documents are null at this point. The sale had originally been made to Todtel Holdings Inc., a company that had been dissolved in October 2011.

"Todtel Holdings doesn't exist," Thurston said. "It's a fiction at this point."

Thurston also called Houle's orders and motions a "litany of procedural defects."

"He has no ability to create an action, let alone without an attorney," Thurston said. "We've now sat here for an hour being taught lessons. He has no basis to be here."

Houle argued that the dissolved company had been transferred to Houle Sales Consulting Inc., of which Houle is the sole owner. Therefore, he said, his name is on the bill of sale.

Houle complained that both Cummins and Thurston were aware of the order to show cause, but they still went ahead with the property sale. Standing at the podium, Houle called Cummins an "aggressive real estate investor" and a "wildcat."

Leone, breaking his silence, said the order was served after the home was sold, though.

"Respectfully, your honor, I'm a little concerned you made that comment," Houle said.

Leone, leaning into the court microphone, replied: "You should be concerned."

He asked if Houle had anything more to say, without repeating what had already been said. Houle raised both his hands in the air, questioning, then stood up.

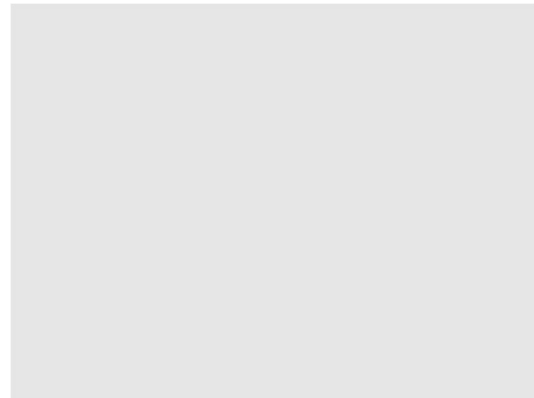
"We showed good faith," he said again. "I think that we've identified something. I really don't care about the order to show cause. This has countywide, statewide implications. Maybe nationwide."

He again referred to whether mobile homes are affixed or not, personal property or real property.

Leone said that unlike the morning's proceedings, he would be brief in his ruling. He granted Cummins and Thurston's motions to dismiss. He denied Houle's motion for contempt and order to show cause.

As for Houle's complaint against the county, which seeks damages for recovery of personal property, theft, fraud and incompetence of the county, violation of freedom of speech and harassment, the county is waiting for Houle to decide how he wants to proceed.

"We're going to review our options internally," said Cayuga County Attorney Fred Westphal. "At least short-term, we're going to wait."



Court

Deposit Photos

Staff writer Gwendolyn Craig can be reached at (315) 282-2237 or gwendolyn.craig@lee.net.


Exhibit D

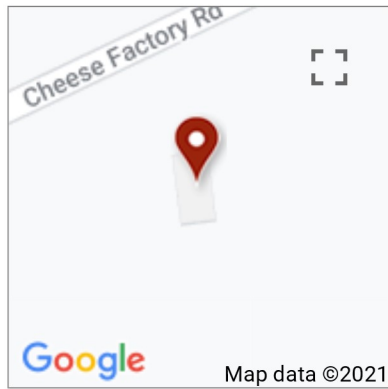
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Quick Search

REAL ESTATE

1108 Cheese Factory Rd Honeoye Falls, NY

Posted In: The Daily Record NY
Category: Trustee Sales
Posted: 8/28/2018
Inserts: 4
File/Case No: 144353
Documents:  [Print Version](#)



Ad Text

1108 Cheese Factory Rd Honeoye Falls, NY

August 28, 2018

NOTICE OF SALE - SUPREME COURT - COUNTY OF MONROE WELLS FARGO BANK, NA AS TRUSTEE FOR AEGIS ASSET BACKED SECURITIES TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-3, Plaintiff against ROBERT T. HOULE A/K/A ROBERT TODD HOULE, et al Defendant(s). Pursuant to a Judgment of Foreclosure and Sale entered on June 22, 2018. I, the undersigned Referee will sell at public auction at the Foreclosure Auction Area, Hall of Justice - Lower Level Atrium, 99 Exchange Blvd, Rochester, N.Y. on the 26th day of September, 2018 at 11:00 a.m.

premises described as follows: All that tract or parcel of land, situate in the Town of Mendon, County of Monroe and State of New York. Said premises known as 1108 Cheese Factory Road, Mendon, N.Y. 14472. (Section: 224.01, Block: 1, Lot: 10.1). Approximate amount of lien \$ 243,009.08 plus interest and costs. Premises will be sold subject to provisions of filed judgment and terms of sale. Index No. 12050-08. Thomas J. Solomon, Esq., Referee. McCabe, Weisberg & Conway, P.C. Attorney(s) for Plaintiff 145 Huguenot Street - Suite 210 New Rochelle, New York 10801 (914) 636-8900 11610654 8-28;9-4-11-18-4t

Ad # 22545134

The Daily Record has abstracted these listings from public notices submitted to us for publication, which we do not independently verify. Where we've been able to enhance listings with supplementary information, that information is unofficial and uncorroborated. For the official version of a public notice, consult the print edition. BridgeTower Media assumes no responsibility for any errors or omissions in these listings and makes no representations regarding their accuracy or reliability.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORKNOTICE TO INDIVIDUAL CONSUMER DEBTOR UNDER § 342(b)
OF THE BANKRUPTCY CODE

In accordance with § 342(b) of the Bankruptcy Code, this notice: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case. You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

B 201 (04/09/06)

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

Certificate of Attorney

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Charles D. Tolbert

Printed Name of Attorney
Address:
131 Main Street
PO Box 681
Penn Yan, NY 14527
315-536-4223

X **/s/ Charles D. Tolbert** **May 12, 2008**

Signature of Attorney Date

Certificate of Debtor

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Robert T Houle

Printed Name(s) of Debtor(s)

Case No. (if known) _____

X **/s/ Robert T Houle** **May 12, 2008**

Signature of Debtor Date

X _____
Signature of Joint Debtor (if any) Date

**United States Bankruptcy Court
Western District of New York**

In re **Robert T Houle**

Debtor(s)

Case No.

Chapter

11

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **May 12, 2008**

/s/ Robert T Houle

Robert T Houle

Signature of Debtor

Exhibit E

Recording requested by:

RECORDED
Time: 11:25a

FEB 14 2022

Monroe County Clerk's Office

When recorded, mail to:

Docket No: B-2022-001571

Affidavit of Service

STATE OF NEW YORK) ss:
COUNTY OF MONROE)

I, James R. Caputo being duly sworn says, am over 18 years of age and reside
at 4278 Lafayette Rd Jamesville, NY 13078
On February 7, 2022, I served a true copy of the following papers, _____
Notice of Mechanics Lien, which are attached to this affidavit,
in the following manner:

_____ By personally delivering the papers to: _____
at _____

PERSONAL The individual I served had the following characteristics:

SERVICE _____ Male _____ Female _____ Skin Color _____ Hair Color
_____ 21-34 yrs. _____ 35-50 yrs. _____ 51-61 yrs. _____ Over 61
_____ 120-150 lbs. _____ 151-181 lbs. _____ Over 182 lbs.
Approximate height _____
Other distinguishing features _____

X
MAIL By mailing the same in a sealed envelope, with postage prepaid thereon,
in a post-office or official depository of the U.S. Postal Service within the
State of New York, addressed to the last-known address of the addressee as
indicated below:

_____ By depositing the same with an overnight delivery service in a wrapper properly
OVERNIGHT addressed. Said delivery was made prior to the latest time designated by the
DELIVERY overnight delivery service for overnight delivery.
SERVICE The delivery service used was _____.

The name(s) and address(es) of the person(s) served are indicated below.

Name(s) and Address(es) of Person(s) served:

Robert T. Houle _____
1108 Cheese Factory Rd _____
Honeoye Falls, NY 14772 _____
(Certified mail w/ _____
Return Receipt) _____

Sworn to before me this
14 day of February, 2024.
Doreen L. Olson
Notary Public


[SIGN NAME] Before a Notary

James R. Caputo
[PRINT NAME]

DOREEN L. OLSON
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01OL6149597
My Commission Expires 7/10/20 22

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744080

Book Page CIVIL

No. Pages: 13

Instrument: EXHIBIT(S)

Control #: 202402141683

Index #: E2024000703

Date: 02/14/2024

Time: 5:25:58 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

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



Plaintiff Exhibit 42

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE**

In the Matter of a

Robert Houle

Plaintiff,

Index No.: 2022-920

— vs —

**SUR-REPLY & SUPPLEMENTAL
DOCUMENTS****James Caputo**Defendant.

STATE OF NEW YORK) ss:
COUNTY OF MONROE)

Pursuant to NY CPLR 202.8-c and express permission in advance from the Court on April 28, 2022, before Judge Valleriani, Defendant James Caputo offers the following supplemental submission, and being duly sworn, deposes and says:

I am the Defendant named in this matter. I make this affidavit with affirmed responses and statements in support of this Sur-Reply towards Plaintiff's original Order To Show Cause and his Response to Defendant's previously submitted Reply in Opposition, all pertaining to a Mechanic's Lien filed on January 21, 2022.

In the interest of accurate representation of the facts regarding certain assertions made by Plaintiff, Defendant's responses and material submissions are as follows.

1. As for Plaintiff's assertion that the additional work took "a week" to complete, that list of work, in fact, took more than three weeks to finish.
2. As for Plaintiff's assertion that Defendant's work held up the project, there was no time agreement between the parties and at the point when Defendant was finished, the entire electrical system was still out of order and needed extensive repair before any walls could be closed and the house further finished.

3. At no time did Plaintiff “terminate Defendant”, (as claimed), due to a verbal exchange after he once again procured the incorrect materials. There was no communication provided by Plaintiff stipulating to such a termination because it never happened.
4. Plaintiff’s “good faith” gesture of delivering payment while on quarantine for Covid included a check for \$225 that bounced immediately upon deposit. (one of the three).
5. Plaintiff claims that Defendant made a “verbal proposal” to perform work at the house in question for 50% of the profits upon sale. Defendant denies ever having such a conversation with Plaintiff and resents such an attempt at trying to (further) characterize Defendant as improperly seeking unwarranted monies. At the request of Plaintiff, Defendant provided a comprehensive itemized proposal for all the work that was needed to complete the home and entered into a contract for a portion thereof. As compared to standard market pricing, the charges in the proposal and subsequent contract were highly discounted, which, again, contradicts the characterization attempted by Plaintiff with commentary along the lines of demanding 50% of profits.
6. Plaintiff once again misrepresents certain facts of this matter, in an effort to mischaracterize Defendant when he asserts that Defendant “brought in real estate investors to see the house and make offers...” The true facts surrounding this accusation are as follows. At a time when the project was still long from completion and when Plaintiff was considering selling the home in an unfinished state (yet mechanically complete), I mentioned an acquaintance of mine who (with her former builder father) bought upscale houses in the area, fixed them up and sold them. At this point, Plaintiff responds with, “heck, if they are willing to pay a good price for it right now, I’d consider selling it to them.” Defendant then responded by stating that perhaps he would have a chance sometime to contact her since she is often back and forth between Florida. Defendant did indeed contact this individual, (who lives in the same town), who then decided to swing by one rainy day to check it out. At this point in time, Defendant had the express blessing of Plaintiff for this viewing of the home to take place. It

was a twenty-minute visit, whereby she stated that she liked the home but didn't like the direction it was going in and would actually consider buying it for herself to live in, over and against her already nice home. Following this visit, Defendant shared this information with Plaintiff who then took it under advisement but did not act further due to the value she had put on the home that she saw. At no time did Plaintiff ever express dissatisfaction with this one individual (and not real estate investors) having viewed the home. Why? Because he encouraged it. And yet, he attempts to undermine Defendant's character with this item as some means of evading his contractual responsibilities.

7. At no time did Defendant state, "let's build a three seasons room out back." Again, this is a misrepresentation of the facts. At a time when the house was being shown to Defendant for the first time, and subsequent discussions about how to finish the house, it was noted by BOTH parties that through the door off the family room, (with the five foot drop off outside the door), it would be ideal if someday it went out into another room altogether or even a three-season porch. The house was seemingly designed for such but it just wasn't fulfilled by previous owners, nor was it likely to be built by Plaintiff, given the sheer expense of it. Therefore, THIS is the true and accurate nature of that one point made by Plaintiff.

8. Plaintiff has repeatedly brushed off the clear description of Defendant's direct experience as it pertains to (both) the electrical wire incidents and the adult diaper incident, the latter of which Defendant apologizes to the Court for even having to address. These incidents really did happen. The thirty-amp breakers for open and exposed electrical lines were indeed (intentionally) turned on four separate times when Defendant happened to be working in close proximity to them. Having already dealt with Plaintiff on other untoward occasions, and after experiencing the lines being turned on for the second time, this information was kept to himself by Defendant to see if it would or could possibly happen again. The third time it happened was towards the completion of the project and gave Defendant a very unsettled feeling. When it happened the fourth time, when Defendant was to be right upon the one wire hung on a nail

protruding from the wall as he finished the last portion of the plumbing main drain line, it was very upsetting. What's all the more upsetting is just as Defendant was setting up ladders and equipment to work in and around that one wire, Plaintiff and the homeless man he was allowing to live in the house, both came down to the basement to "see what I was doing", when such a thing was highly out of the ordinary. Further, as Plaintiff initially came up to me as I was near that wire, the homeless guy, for some reason, made a sweep across and around the entire basement, making sure to pass by the breaker box on the other side of the space. Again, Defendant was to himself like, "what's up with this little visit?" They left and it was subsequent to this that I decided to (I believe the next morning) toss the hanging electrical line on the ground thinking to myself, "there is no way that that could possibly be live since I just turned it off (once again for the third time) just days prior." And yet, it immediately sparked and I knew that this (and the previous time) were no accident. Please see attached pictures for visual understanding of the scene and incident.

9. Again, Defendant made a point of saying nothing and focused on just getting done and out of there. The latest electrical line incident was on November 2, 2021 and my work was finished on November 16, 2021. But then, the diaper incident happened.

10. On November 11, 2021, as I was working my way into an alcove of the basement to finalize the main drain line, I was confronted with a new and very putrid odor of urine filling the entire work-space I was in. I had no idea from where it was coming as I worked high up towards the basement ceiling. Unable to tolerate the air, Defendant began searching for the source, only to find a rancid, urine filled adult diaper having been (purposely) placed up high on the basement foundation wall in a joist space proximal to where he was working. It was removed and placed on the floor on the opposite side of the basement.

11. As noted in the Final Invoice, a short time later, the homeless guy would (out of normal behavior) mosey down to the basement, come across the diaper and said nothing to me about how and where such a disgusting thing would materialize within this setting. Plaintiff would

then not only come down to the basement, (again, out of normal behavior), but would then sweep up the foul and putrid item without a single comment. He is the homeowner, and yet, upon encountering such a thing in his house, he found it unworthy of further inquiry. When now confronted with this particular item having been identified in Court papers, he blames it on other contractors who were long gone from the project at that point. Please see pictures of how this item was found (before it was even moved) and what it looked like after being removed.

12. Combining the electrical line incidents and the diaper caper, there was indeed a surcharge levied. What is the value of “someone” attempting to stage an “accidental electrocution” against you and then following it up with whatever the diaper stunt was meant to accomplish?

13. As for Plaintiff putting on the record in Court on April 28, 2022 that he made a settlement offer to Defendant of \$13,500, what Plaintiff failed to detail to the Court is that his offer was for those monies to be paid from the proceeds of the house after he was given total possession of the funds. This, of course, defeats the entire purpose of the lien.

14. Lastly, it must be emphasized that on repeated occasions, since the filing of the lien, Plaintiff has been asked to provide some sort of itemized counter argument to the charges listed in the Final Invoice and yet, he has done nothing of the sort and remained silent for nearly two months before these current actions. Instead, his efforts have been solely focused on how “not to pay”, while viciously attacking the character of Defendant.

WHEREFORE, I respectfully request the following of the Court:

- A. That the Mechanic’s Lien remain in force until such time that it be paid in full.
- B. That the Court see the merits of the Mechanic’s Lien.
- C. That the Court see the value of the Lien as proper and justified based upon the material facts.
- D. Any and all other relief as the Court may deem just and proper.

Dated: April 29, 2022

James Richard Caputo

VERIFICATION

STATE OF NEW YORK
COUNTY OF _____

I, James Richard Caputo, being duly sworn, say: I am the Defendant in the above-named proceeding and that the foregoing Answer is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe it to be true.

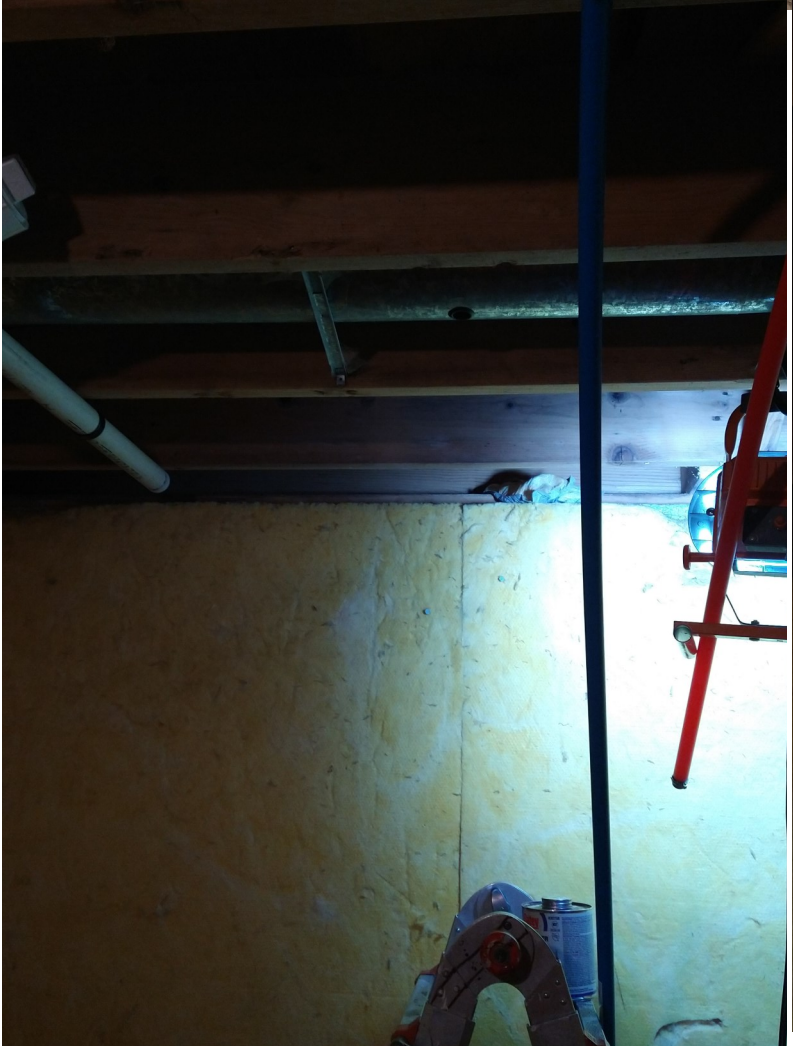
James Richard Caputo

Subscribed and sworn to before me

on _____

(Deputy) Clerk of the Court
Notary Public







**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE**

In the Matter of a

Robert Houle

Plaintiff,

— vs —

James Caputo

Defendant.

Index No.: 2022-920

**SUR-REPLY & SUPPLEMENTAL
DOCUMENTS**

FILED

STATE OF NEW YORK) ss:
COUNTY OF MONROE)

APR 29 2022

Monroe County
Clerk's Office

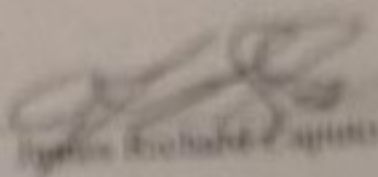
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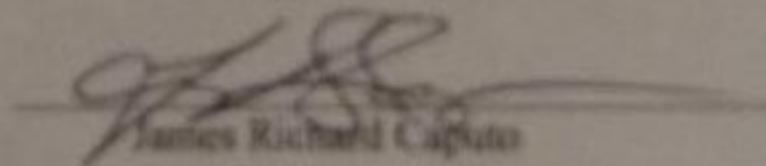
Dated: April 24, 2022


James Richard Caputo

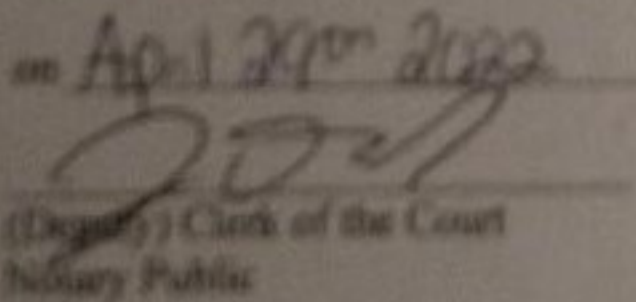
VERIFICATION

STATE OF NEW YORK
COUNTY OF Monroe

I, James Richard Caputo, being duly sworn, say: I am the Defendant in the above-named proceeding and that the foregoing Answer is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe it to be true.


James Richard Caputo

Subscribed and sworn to before me

on April 21st 2022

(Deputy) Clerk of the Court
Notary Public

Jacqueline Theresa Corvelli
Notary Public, State of New York
Reg. No. 01000000000000000000
Qualified in Monroe County
Commission Expires 03/31/2025 *23*

FILED

APR 23 2022

Monroe County
Clerk's Office

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744081

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202402141684

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:04 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

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



Plaintiff Exhibit 43

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9505515255524017929296

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered in or at the mailbox at 11:54 am on January 18, 2024 in HONEOYE FALLS, NY 14472.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, In/At Mailbox

HONEOYE FALLS, NY 14472

January 18, 2024, 11:54 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package





ROCHESTER
1335 JEFFERSON RD
ROCHESTER, NY 14692-9998
(800)275-8777

01/17/2024 02:59 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Priority Mail®	1		\$10.45
Rochester, NY 14614			
Weight: 2 lb 9.70 oz			
Expected Delivery Date			
Fri 01/19/2024			
Tracking #:			
9505 5152 5552 4017 9292 72			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.45

Priority Mail®	1		\$10.45
Honeoye Falls, NY 14472			
Weight: 2 lb 8.90 oz			
Expected Delivery Date			
Fri 01/19/2024			
Tracking #:			
9505 5152 5552 4017 9292 96			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.45

Priority Mail®	1		\$10.45
Rochester, NY 14618			
Weight: 2 lb 8.90 oz			
Expected Delivery Date			
Fri 01/19/2024			
Tracking #:			
9505 5152 5552 4017 9293 19			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.45

Priority Mail®	1		\$10.45
Rochester, NY 14614			
Weight: 2 lb 9.10 oz			
Expected Delivery Date			
Fri 01/19/2024			
Tracking #:			
9505 5152 5552 4017 9293 33			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.45

Grand Total: \$41.80

Credit Card Remit \$41.80
Card Name: VISA
Account #: XXXXXXXXXXXX5389
Approval #: 017110
Transaction #: 346
AID: A0000000031010 Contactless
AL: VISA CREDIT

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744082

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141685

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:08 PM

Return To:
James R. Caputo
4278 Lafayette Rd
Jamesville, NY 13078

Caputo, James R

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

Total Fees Paid: \$0.00

Employee:

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



Plaintiff Exhibit 44

Home > U.S. > New York > Honeoye Falls

HOULE SALES CONSULTING INC.

New York Department Of State Business Registration · Updated 8/18/2023

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Claim

[HOULE SALES CONSULTING INC.](#) is a New York Domestic Business Corporation filed on November 17, 2014. The company's filing status is listed as Active and its File Number is [4666979](#).

The Registered Agent on file for this company is Corporation Service Company and is located at 80 State St., Albany, NY 12207. The company's principal address is 1108 Cheese Factory Road, Honeoye Falls, NY 14472 and its mailing address is 80 State St., Albany, NY 12207.

The company has 1 contact on record. The contact is Robert Houle from Mendon NY.

Like 33K

Company Information

Company Name: [HOULE SALES CONSULTING INC.](#)
Entity Type: NEW YORK DOMESTIC BUSINESS CORPORATION
File Number: [4666979](#)
Filing State: New York (NY)
Filing Status: Active
Filing Date: November 17, 2014
Company Age: 9 Years, 3 Months
Registered Agent: Corporation Service Company
[80 State St.](#)
[Albany, NY 12207](#)
Principal Address: 1108 Cheese Factory Road
Honeoye Falls, NY 14472
Mailing Address: [80 State St.](#)
[Albany, NY 12207](#)
Governing Agency: New York Department of State

Sponsored Links

Court Record: 4 Sources Found

DUIs, Felonies, Misdemeanors, Offender Mugshots, Traffic Records, and more

ReviewPublicRecords

Open

Company Contacts

[ROBERT HOULE](#)
Chief Executive Officer
 Robert Houle
Mendon, NY 14506

Reviews

Write Review

There are no reviews yet for this company.

Questions

Post Question

There are no questions yet for this company.