

MONROE COUNTY CLERK'S OFFICE

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Receipt # 3744083

Book Page CIVIL

No. Pages: 4

Instrument: EXHIBIT(S)

Control #: 202402141686

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:13 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 45

Re: Houle Sales Consulting, Inc Attorney Don Cheney

From: James Caputo (jrcaputo@yahoo.com)

To: dcheney@cheneyfirm.com; robertthoule@aol.com

Date: Wednesday, April 27, 2022 at 09:16 AM EDT

Dear Mr. Cheney,

At 10:04am on April 19, 2022, while at work, I received an email with a settlement offer from Mr. Houle for \$13,500. Before I could even read the email and analyze the numbers against my calculations, Mr. Houle decided to go on the verbal attack, where after I responded by making it clear that such (continued) diatribe was not conducive to another party wanting to work amicably with him.

Following this response, Mr. Houle, in his usual hotheaded manner, decided to attack my person even further by making false accusations and insulting my faith. He also RESCINDED his offer at that time. I certainly wasn't given the proper opportunity to respond all while being subjected to his continued ad hominem attacks. What's all the more rich is that he then follows up his rescinding email with another that accuses me of the very thing that he was doing. This form of transference is very telling.

In this last email and the one to follow, the offer was now back on the table, but framed as being paid out of the proceeds from selling the house. Not that I agreed or disagreed to the actual figure he was offering, but I rejected the offer based on how it was going to be paid, (out of the proceeds) which defeats the entire purpose for the lien to begin with. The contract between us has long entered the phase where the amount is NOW due (regardless of sale) and where interest is accruing daily. Simply put, I do not trust Mr. Houle to pay the proper amount owed (should he be the free holder of funds) without there being some sort of drawn out bs to have to deal with. This is his style and history. Hence this entire back and forth since filing the lien without him (just once) doing his part towards any form of negotiation or settlement.

Therefore, just as the lien forces to be done, I will only accept payment prior to the sale of the house. If he is so assured of a sale and the anticipated profits therefrom, then this request ought to be straight forward where he will recover the funds based on the closing schedule.

So, yes, we are scheduled for Court tomorrow. From the very beginning of this lien having been filed, when Mr. Houle expressed his objection to the numbers, I have asked him to provide something (anything) in itemized form addressing the listed work that was done, (in addition to the contracted work), and what HE felt the charges ought to be. If he objects to the numbers, then he should have something to show his position and why. He has ignored every single one of these requests, and instead has chosen to belittle the monumental amount of high quality work I did for him at bare-bones pricing, and continues to argue against paying for the additional work that he authorized, oversaw and provided materials for.

If Mr. Houle wishes for the lien to be removed, I made him a fair and equitable offer on April 4, 2022 that he stated in email the next day, on April 5, was "possible", pending discussion with

his attorney and his (re)receipt and review of the Invoice that was previously send to him on January 19, 2022. Only after he went into attack mode once again, did he outright reject it.

So, I don't know what to tell you at this point, now that Mr. Houle waited until the 11th hour to further address this issue. With a paper trail of emails, texts, and attached documents, I am plenty prepared for Court tomorrow where, (as one of many issues to address), your client is going to have to explain to the Judge why it is that he submitted a bogus contract to the Court in argument against a lien that has clearly been established by the course of these events as entirely justified.

Sincerely,

James R. Caputo

On Wednesday, April 27, 2022, 07:57:46 AM EDT, is <robertthoule@aol.com> wrote:

Jim,

This is Don Cheney, the Attorney who will be handling the closing of 4 Chambord Dr. for Houle Sales Consulting, Inc. he will handle all funds.

Don, I encourage you to discuss settlement talks with Jim per our conversation and perhaps provide some comfort as to how funds are disbursed in a closing like this. That is where funds to pay Jim are coming from.

I offered \$13,500 and Jim has rejected it. Jim offered \$16,000 and I rejected that.

Don, As you are well aware- we have Court scheduled for tomorrow.

Please take it from here.

Thanks,

Bob

MONROE COUNTY CLERK'S OFFICE

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Receipt # 3744084

Book Page CIVIL

No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141687

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:18 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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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 46

4 Chambord Drive

From: James Caputo (jrcaputo@yahoo.com)

To: dcheney@cheneyfirm.com

Date: Tuesday, May 17, 2022 at 09:23 AM EDT

Dear Mr. Cheney,

It has now been more than a week since (both) Robert T. Houle and myself received the ruling from The Monroe County Supreme Court regarding the Order to Show Cause action he initiated regarding the current mechanic's lien on 4 Chambord Drive in Mendon. Given that you are on record as his representative attorney in this matter, I am inquiring as to Mr. Houle's next move. If I were a discerning man knowing that man, it would seem that, (in the wake of the Judge making a statement in his ruling about a service affidavit for the lien itself), Mr. Houle might be contemplating a continued legal effort along these lines in an attempt to vacate the lien. Attached, please find that affidavit, which was indeed filed in accordance with the law.

Since it has been six months since my work was completed, along with the contract terms having come due, and now with the ruling from the Court concerning the lien, it is only logical to ask as to when I can expect to be paid. Thank you for your time and response.

Sincerely,

James Caputo



AffidavitOfService_ChambordLien1.jpg
1.4MB



AffidavitOfService_ChambordLien2.jpg
1.4MB

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3744085

Book Page CIVIL

No. Pages: 6

Instrument: EXHIBIT(S)

Control #: 202402141688

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:22 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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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 47

Re: 4 Chambord Drive

From: James Caputo (jrcaputo@yahoo.com)

To: dcheney@cheneyfirm.com

Date: Thursday, June 2, 2022 at 10:50 AM EDT

Dear Mr. Cheney,

This email is in response to your most recent communication as well as that which was just received from Mr. Houle. Please allow me to (one last time) go over the events that have transpired concerning this matter so that there is no confusion and no (further) reason for the apparent memory loss going on here.

I won't go into detail as to the history of interval payments from Mr. Houle that gave cause for concern that the final amount due would ever be paid, and in a reasonable time frame, since that was already described in the Court documents that I would think (and hope) you to have read. Nevertheless, after having done all the work specified in the contract, (save for two items well detailed and documented in the papers between the parties), a final invoice was sent in early January to Mr. Houle for the outstanding balance (from the contract) as well as additional charges that were aptly detailed in that Final Invoice. Mr. Houle knew that there was additional work that would garner a charge, as supported by the fact that there would be a trade-off of some of that work for the two (non-completed) items on the original contract. This exchange was put in writing because it had already been discussed previously.

At this point in time in early January, Mr. Houle had every opportunity to address, object, oppose, (or what have you) to the Invoice. Instead, he was too offended by something that was written to even be bothered to either look at the Invoice itself and in a closely inspecting manner and/or to object to anything therein. He essentially ignored it. Thus, after experiencing all that I experienced during the time working on that house on a personal, vocational and fiscal level, and having learned over the years about how he's constantly having tenant problems, and the various houses he's got in disrepair or trying to sell, and all sorts of other business dealings, and then hearing Mr. Houle talk on numerous occasions about a relatively recent court battle with some man in Buffalo for monies over \$100K, and then, (upon doing a little due diligence), learning of other past financial shortcomings and lost properties where making timely and required payments was the root cause of his problems, it was apparent that his financial and business history was a mess and therefore, my expectation of getting paid what was owed was a shaky reality. It was for this reason that the lien was place, as previously detailed in Court papers.

Again, at the time of the lien having been filed and received by Mr. Houle, he had every opportunity to address the charges and offer (both) his objection and what he thought the charges ought to have been. I made this clear and gave him every chance to do so. Instead, he turned what was really a very objective issue involving numbers into a personal issue, where ad hominem became the order of the day. So, rather than trying to work on a resolution, Mr. Houle remained silent for two months.

Then, all of a sudden, not only was Mr. Houle standing in objection to the lien, it was NOW or

else. At this time, I ONCE AGAIN asked Mr. Houle to look through the detailed itemized list of additional charges and provide for me an itemization of what he thought the charges ought to have been instead. This was a very simple request that would have gone a long way towards resolution but once again, and then again, and then again, when asked to do this very thing, he balked and instead continued down Ad Hominem Highway.

And then, as a way to finally get at me, (I guess), and get his way, (so he thought), he filed the Order to Show Cause action in Monroe County Supreme Court. Not only was his entire case and argument baseless, he offered up sketchy documentation TO the Court and decided once again to maintain his ad hominem approach. This was not only offensive, it now required me to have to do a lot of work just in answering, knowing how important The Answer is in any Court matter.

Despite this sneaky (yet not too unexpected) move, I was STILL willing to negotiate with him even though he STILL hadn't provided anything of what I had requested regarding the itemized charges. Even though Mr. Houle did make an offer himself, all of his negotiations involved payment of monies from the proceeds of the sale, which, again, defeated the entire purpose of a mechanic's lien and moreover, the (specific to this case) justification for having placed it in the first place (with emphasis). Even AFTER I submitted my bullet-proof Answer, I offered a very nominal settlement of \$16K, PREDICATED on the condition that if he refused, and he FORCED me to have to go to Court and defend matters there, I would be seeking the ENTIRE amount. So the next question that begs to be asked is this. What did your client do? Huh? Are memories really that short? Allow me to remind you.

Mr. Houle decided that he would refuse my offer, (even after initially indicating that it might just work), and go to Court. And once again while in Court, instead of just sticking to the facts of the work that was done and the charges he was so adamantly against, he took his ad hominem approach to the ULTIMATE level. So vicious was his attempt to overcome the simple and material facts of an Invoice having been sent and him doing little more than (the equivalence of) stomping on the floor banging his hands and feet for three months, (instead of just addressing the material matter of the charges and what they ought to have been), that Mr. Houle truly revealed what lied in his heart towards this writer. It is written, "From out of the abundance of the heart, the mouth speaketh." Do I really have to send you copies of the documents that he found necessary to submit into the Court record? Even if ANY of what he wrote WAS True, (which shows just how much he cared in the past to hear the facts and truth of that matter over and against material to be (mis)used for future slander), such an approach is telling and bush league at best. So, if ever there was justification for me to hold to that promise of seeking the full amount of the lien, Mr. Houle provided it himself, and in his own words.

Further, what this experience taught me were a number of things. Of them is the fact that Mr. Houle showed in written form that he has at least enough disdain in his heart towards me to have been capable of being the genesis (or party thereto) of the two issues detailed in the Invoice under the surcharge section. Such an outward display of hatred, [along with the account detailed in (both) the invoice and (now) County Supreme Court papers (with pictures even) of the actual events leading to the surcharge amount in the Final Invoice in question], is honestly a pretty darn good basis for an individual to contemplate a protective order, should these matters show even the slightest hint of going further in that direction, not to mention grounds for holding to the full amount of the lien. What would you charge a client, Mr. Cheney,

after encountering multiple separate attempts (while in his home) of being passively set up for a potential fatal accident, (conveniently designed for plausible deniability), after you had completed a substantial amount of work for him, which had resulted in a sizable outstanding balance against him? What would such a concerted and repeated effort to harm (and quite possibly kill) you be worth? I could have charged \$1M dollars and been justified.

So, now that the Court saga is over and the Court ruled in my favor on the Order to Show Cause, there is an offer from Mr. Houle on the table. The offer is \$16K and for the monies to be paid AFTER the sale of the home (which would constitute AT LEAST another thirty days) but done so through assurance of Mr. Cheney's firm. Correct me if I'm wrong, but am I missing something? Is this not where we started, which unto itself was wholly unacceptable? The party holding the funds is irrelevant at this point. And besides, lest we all forget, this work in question here has been complete for over SIX months and still unpaid.

And now Mr. Houle wants to also introduce the (seemingly passive) threat of bonding off the lien. Well, if this is meant as some means to force me into his terms because of some (potentially) long drawn out process, then think again. If anything and in all honesty, such an action would benefit me all the more and be an even bigger burden for Mr. Houle. Why and how? If Mr. Houle bonds off the lien, he is going to have to come up with \$37,500 in cash FOR the bond. Once the bond is issued, an immediate claim will be made against the bond. And with an Order to Show Cause action ALREADY having been filed and ruled upon by Monroe County Supreme Court in the claimant's favor for cause and amount, (both) Mr. Houle and the bond company itself would have little argument at that point for the bond not being used to pay the full amount of the lien. Meanwhile, any time it takes to get to that point will incur even more in the accruing interest (per the contract) that need not be forgotten as well. So, as it stands, should the issue go to bond, the final amount could, in fact, be (justifiably) greater than \$25K.

So, if Mr. Houle is prepared to place \$37,500 into a bond, then he ought to consider this FINAL offer, since I can really sit back and collect the full amount at this point - on both principle AND promise, given the choices and actions Mr. Houle made and no one else. \$20K and outside of any contingency of sale proceeds. Pay the amount and the lien will be immediately removed. Offer good until Friday June 10, 2022. Thank you. -James R. Caputo

On Tuesday, May 24, 2022, 04:26:55 PM EDT, Donald J. Cheney, Esq. <dcheney@cheneyfirm.com> wrote:

Mr. Caputo,

Houle Sales Consulting, Inc. has a contract in place for the sale of 4 Chambord Drive. Closing will be in about 30 days. Bob Houle said there has been discussion about settlement of the mechanic's lien. He has authorized me to offer \$16,000 to settle the mechanic's lien under the following terms:

1. Current lien to be discharged. I will sign an attorney guarantee to release \$16,000 to you upon closing of the property.

Mr. Houle does not dispute that he owes you money, but disagrees with the sum of \$25,000. If I handle the funds at closing then you don't have to worry about Bob Houle sending you a check as it will come directly from my firm. Let me know if this settlement is acceptable to you. Feel free to call me if you wish to discuss any concerns. Don

Donald J. Cheney
Cheney Law Firm, PLLC
336 North Main Street
Canandaigua, New York 14424
Office: (585) 919-6210
Fax: (585) 919-6209
Mobile: (607) 275-6516

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No. Pages: 3

Instrument: EXHIBIT(S)

Control #: 202402141689

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:27 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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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 48

Re: 4 Chambord Drive

From: James Caputo (jrcaputo@yahoo.com)

To: dcheney@cheneyfirm.com

Date: Monday, June 6, 2022 at 10:07 AM EDT

Dear Mr. Cheney,

It seems that there is so much effort on Mr. Houle's part to try to work around the lien instead of just paying the balance to have it removed. If he has a purchase agreement ready to go, then it would seem logical that he would have the financial leverage to obtain funds to pay off the lien.

As for him getting a surety bond for pennies on the dollar, so as to potentially string this thing out for years, that contention is a bit disingenuous. Such would render a mechanics lien impotent and make moot its entire ability as a leverage instrument of receiving just payment. While the cash layout might well be 2-5%, Mr. Houle will still have to come up with suitable collateral to account for the difference between that and the total, which will be 115-150% of the original lien amount.

Further, while it is true that the process and judges can be unpredictable, this case is not some super detailed criminal case, but rather a simple matter of a detailed list of services not being paid for as well as other untoward circumstances garnering a surcharge. And if there's one thing I do know from (unfortunately and unwittingly) having been immersed in the legal system for over two decades, judges also do not like to overturn other judge's rulings unless profoundly compelled to do so, which just is not going to be the case here. After hearing more than enough from both sides, a judge already ruled that cause for the lien was established and therefore upheld its placement on the property, while also not finding against anything concerning the total amount. So, the weight of getting paid the full amount of the lien is far in my favor, however long it takes.

As for the who or what entity the lien is made out to, I really have no reason at this point to change anything since the true party is at least (formally) named in the document. As it stands, the lien is doing exactly what it is meant to legally do, and that is to absolutely stall any possible movement of that house towards sale until the lien is removed. If Mr. Houle wants to string this thing out for however long, then I am content with receiving 9% per annum, (compounded daily), on the contracted balance until such time as the lien debt is paid. If I have to proceed with a foreclosure action, then so be it. I am not remiss to filing whatever necessary document(s) with the Court or Clerk or Bond Company, as circumstances demand.

As for what total am I willing to settle for between \$16k and \$25k, in my last email, [despite previously promising Mr. Houle that should he force me to Court, I would be seeking the entire amount - which he showed by his actions to be wholly justified], that number was specified as well. In fact, the deadline for that number is this Friday. So, rather than continuing to rack up legal expenses and further delay the sale of that house, (should he really have a buyer), it sure would make sense to just satisfy the lien and be done with it. Ball now in your court. Thank you and have a nice day. -James R. Caputo

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Receipt # 3744087

Book Page CIVIL

No. Pages: 5

Instrument: EXHIBIT(S)

Control #: 202402141690

Index #: E2024000703

Date: 02/14/2024

Time: 5:26:31 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

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JAMIE ROMEO

MONROE COUNTY CLERK



Plaintiff Exhibit 49

Fw: final offer

From: James Caputo (jrcaputo@yahoo.com)
To: dcheney@cheneyfirm.com
Date: Thursday, June 9, 2022 at 05:38 AM EDT

Dear Mr. Cheney,

Am I honestly doing this again? I mean, do you have ANY influence over your client? Did I not ask you last week to make it clear to your client that I DID NOT want to hear from him directly, lest he be subject to a complaint and restraining order? Yet, here it is two days in a row that I have to deal with a direct email from Mr. Houle. And in this email, he affirms over and over the very reason why we are at this standoff. Allow me (LITERALLY) one last time to illustrate using his own words.

"We dispute over your added charges that I never approved and you threw them at me two months after the job ended. I never even opened your invoice. I just saw the \$13,000 comment in an email. It was always intended for you to get paid out of closing proceeds. I thought we would have a buyer by January."

The invoice was sent two months after work was completed because that's how long it took Mr. Houle to make a single \$200 final installment payment. A final invoice isn't sent out until interim payments are complete. As soon as that payment was made, he got his invoice. And he admits that he never even opened it, all because of the charges? So again, not only is any delay is HIS fault, he demonstrates once again, (reminiscent of his tax defaulted properties) a contempt for paying his bills. And for him to try and pass off the "thought" that there would be a buyer in January is simply bogus and nothing more than a feeble attempt at mitigating this situation somehow.

"Otherwise you will wait possibly years to get paid and there is still no guarantee that you will get anything above and beyond the \$11,500 we agreed on."

Right here, Mr. Houle reveals his intention and position from the start in that he refuses to recognize that additional work as having any value at all.

"I also suggest that you speak to an attorney and rethink your stubborn position here. A good attorney would question your extra change orders and likely tell you to take the funds and move on.."

Let us all get this one thing straight. Mr. Houle is in NO POSITION to be "suggesting" anything to me concerning the monies HE owes me. And using the (rightful) power of the mechanics lien and holding out for monies owed is "stubborn"? And a good attorney would "question" my extra charges and likely tell me to move on over and against additional monies owed? How does that constitute "good"? Huh, Mr. Cheney? No, a good attorney would examine the situation and wholeheartedly agree with EXACTLY what I have done to ensure payment.

"Seriously. I don't want some 14 page email about how bad I am and insults you are making against me and another diatribe about my character.. or bogus claims that I tried to take your life blah blah blah."

This is the sentence that just buried your (loose cannon) client, Mr. Cheney. He has got gall to be commenting to me about some 14 page email about how bad he is and the

insults....and....diatribe about his character. Is not this exactly what he did to me, and in Court papers no less, when absolutely NONE of it was even accurate or true? Pot, kettle, black? Was he not told and promised that should he drag me to Court, the full amount of the lien would be sought? Was Mr. Houle not absolutely disgusting with the words he chose to enter into the record against James Caputo when NONE of what he felt necessary to write had ANY application to this matter?

And if that wasn't telling enough, Mr. Houle then tops off his commentary with the exact words necessary for my contentions about the surcharge amounts to (once again) be justified. I presented legit argument and evidence to support multiple clear and convincing (premeditated) attempts on my life and affirmed the gesture by proving the diaper stunt that followed and all Mr. Houle can muster up to say is "blah, blah, blah." He revealed the Truth of this particular matter right there. I tell you what, if you want me to even consider anything outside of the lien itself, then if Mr. Houle submits to a polygraph test with pointed questions about the electrical line and the diaper stunt and he passes, then that would be the very first stipulation that must be met.

"You either accept this offer and meet with the attorneys by Friday or we are done.."

Wow, I really didn't know that Mr. Houle was in such a position to be making such demands.....or threats even. I better act then, because I don't want to be "done" now do I. I will reiterate the fact that it looks like the mechanics lien is doing exactly what it was designed to do. No amount of maneuvering with mortgages or any other paper vehicle is going to change anything.

So, yes, it looks like we are "done" with this matter as it stands, and hopefully with any more of these repetitive emails where Mr. Houle seems to think that repeating his horseshit will somehow change things. What will change this situation is payment. So, if all of Mr. Houle's monies are tied up in that house, then it looks like he is going to have to call someone who trusts him enough to lend it to him against his supposed guaranteed sale. And if the \$19K isn't wired by tomorrow, then the total goes back up to \$25K. And if you wish to string this out thinking in the end that I will only get \$11,500, I've got email after email after email of Mr. Houle's own words undermining any such thought. -JRCMD

p.s. I am not playing with my request that Mr. Houle cease to make direct contact with me. I will file a harassment complaint should it happen again.

----- Forwarded Message -----

From: is <robertthoule@aol.com>

To: jrkaputo@yahoo.com <jrkaputo@yahoo.com>; dcheney@cheneyfirm.com <dcheney@cheneyfirm.com>

Sent: Wednesday, June 8, 2022 at 01:16:45 PM EDT

Subject: final offer

Jim,

I asked that you withdraw the lien against me and it would be replaced with a mortgage on our agreed to settlement amount- at the same time by an attorney who would meet you at the clerks office. You could exchange papers and each file the respective releases and then the new mortgage,.

Let me make it clear.. you could likely get funds this month -yes- June 2022 Everything is in that house. and be done with this matter.

There are no monies available to pay you before closing. None. Everything is in that house.

A mortgage on title insures payment to you out of proceeds.

We dispute over your added charges that I never approved and you threw them at me two months after the job ended. I never even opened your invoice.

I just saw the \$13,000 comment in an email. It was always intended for you to get paid out of closing proceeds. I thought we would have a buyer by January

If you continue to insist on the lien in my personal name this is only delaying and complicating the matter as well. The buyer is ready to close and the bank is ready to fund this. The abstract because of your lien in my name is holding up the closing.

By insisting on Payment by Friday or not to accept funds out of proceeds you are denying yourself payment here and I am trying to get this done with.

Houle Sales Consulting, Inc will authorize a \$19,000 mortgage payable to you if you release the lien in my name by this Friday.

Otherwise you will wait possibly years to get paid and there is still no guarantee that you will get anything above and beyond the \$11,500 we agreed on. F

I also suggest that you speak to an attorney and rethink your stubborn position here. A good attorney would question your extra change orders and likely tell you to take the funds and move on..

Seriously. I don't want some 14 page email about how bad I am and insults you are making against me and another diatribe about my character.. or bogus claims that I tried to take your life blah blah blah

You either accept this offer and meet with the attorneys by Friday or we are done..

That's it.

Bob