

# SYSTEMIC LEGAL FAILURE IN PIERCE V. RINALDI

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Re: Formal Report on Systemic Legal Failure in Pierce v. Rinaldi

I am writing to submit the attached report documenting systemic legal failure and judicial misconduct in the civil case Pierce v. Rinaldi, adjudicated in the Maine Superior Court. This case represents not only a profound miscarriage of justice, but also a clear demonstration of how procedural safeguards can collapse under institutional inertia and inattention to evidentiary standards.

Over the course of three years, I was compelled to defend myself as a pro se litigant against a meritless civil suit brought by parties who misrepresented facts, submitted false affidavits, committed perjury, and failed to meet even the most basic burdens of proof. Despite overwhelming documentation, real-time communications, recordings, and admissions that should have ended the case at the motion stage, the matter was allowed to proceed through trial — resulting in irreparable harm and an alarming display of judicial dysfunction.

This report is the result of over 5,000 hours of legal research, evidentiary compilation, and pro se litigation work. It includes detailed findings, citations to governing Maine law, and a timeline of procedural rulings that defy legal precedent and civil rules. It further identifies specific points where the judiciary failed to apply contract law, tolerate perjury, ignore dispositive motions, and facilitate litigation abuse.

I respectfully request that your office or organization review the attached report as a matter of urgent concern for judicial integrity and public trust. I am also available for further clarification, presentation of exhibits, or sworn testimony to any oversight body, legal institution, or journalistic inquiry into this matter.

Thank you for your attention to this submission.

Sincerely,  
Anthony Rinaldi

## **I. Executive Overview**

The civil case of *Pierce v. Rinaldi* exemplifies a catastrophic breakdown of judicial process and legal accountability in Maine's civil justice system. What began as a simple contract dispute over the sale of a newly constructed home devolved into a multi-year litigation mired in misrepresentations, perjury, and judicial indifference to the rule of law. The Plaintiffs, Drew Pierce and Janice Lariviere, advanced claims so thoroughly refuted by documentary evidence, sworn testimony, and their own admissions that the case, by all reasonable legal standards, should have been dismissed long before reaching trial.

Defendant Anthony Rinaldi, acting pro se, compiled a mountain of admissible evidence proving not only that the Plaintiffs were the breaching party, but that they and their agents misled the court, fabricated affidavits, and repeatedly shifted their legal theories in bad faith. Among the most damning facts: Plaintiffs admitted there was no evidence of breach; text messages show their realtors agreed the Defendant had the legal right to walk; and financial records reveal the Plaintiffs later purchased a different home and profited significantly, belying any claim of damages.

This report, grounded in the Rule 52(a) Findings of Fact and Conclusions of Law filed by Defendant Rinaldi, demonstrates that this case should never have survived a motion to dismiss, let alone advanced to trial. The legal and factual record reveals not a close question, but a judicial travesty — one in which the very gatekeeping functions of the court were abdicated, and the litigation process was weaponized against a self-represented individual who nevertheless prevailed on the facts. The remaining sections will explain how and why this occurred, with specific examples from the record.

## **II. Procedural History and Judicial Errors**

A comprehensive examination of the procedural timeline in *Pierce v. Rinaldi* reveals a sustained failure of judicial gatekeeping. Despite numerous opportunities to dismiss the case on both factual and legal grounds, the court instead permitted it to proceed — even as the Plaintiffs' claims unraveled in real time. The timeline is marked by improper judicial reasoning, failure to enforce civil procedure standards, and repeated disregard for dispositive evidence.

### **A. Chronology of Judicial Missteps**

#### **1. April 14, 2021 — Ex Parte Attachment Granted Based on False Premise**

- Plaintiffs filed an Ex Parte Verified Complaint containing fabricated allegations and naming a non-party (Southern Maine Construction LLC) despite knowing Defendant Rinaldi had no ownership interest.
- Attorney James Monteleone failed to serve the actual owner, Michael Dore, violating procedural requirements.

- The ex parte motion was granted without proper scrutiny, laying the foundation for further abuse of process.

## **2. May 20, 2021 — Emergency Motion to Dissolve Denied Despite Plaintiffs Changing Their Story**

- Plaintiffs presented four new affidavits and an entirely different theory at the hearing — a clear procedural violation, as the purpose of such hearings is to defend the original attachment, not supplement it.
- The Defendant was ambushed and not allowed to respond meaningfully.
- Despite this, Justice O’Neil denied the motion to dissolve, stating only that “the attachment was approved after hearing,” with no legal rationale.

## **3. March 14, 2022 — Motion to Vacate Ex Parte Attachment (Rule 60(b)) Denied**

- Defendant demonstrated that the Plaintiffs’ original and revised stories were fabricated and contradicted each other.
- Defendant provided clear evidence of perjury by Attorney Monteleone at the Motion to Dissolve.
- Justice O’Neil denied the motion again, without addressing the fraud allegations, compounding the original error.

## **4. July 2, 2022 — Defendant’s Motion for Summary Judgment Denied**

- Despite presenting overwhelming evidence that Plaintiffs had not and could not produce prima facie evidence of breach or damages, the motion was denied on the vague grounds that “a myriad of issues” existed — ignoring the legal standard that a claim must be based on admissible evidence.

## **5. April 11, 2023 — Hearing on Motion to Reconsider Summary Judgment**

- Defendant pointed out procedural failures: Plaintiffs had not submitted an affidavit, cited no admissible evidence, and failed to meet summary judgment standards.
- Justice O’Neil astonishingly ruled that Plaintiffs “don’t need to present Prima Facie evidence to survive summary judgment” and “don’t need to do anything but deny, object, and cite evidence.”
- This directly contradicted Maine Rule of Civil Procedure 56(e), which requires specific facts and supporting affidavits to oppose summary judgment.

## **6. October 10, 2023 — Writ of Mandamus Denied Without Explanation**

- Defendant sought review of the court’s ongoing refusal to address the clear fraud and violations of procedure.
- The petition was transferred sua sponte from Justice Douglas to Justice Connors (despite her known conflicts) and was denied without substantive opinion — another abdication of judicial responsibility.

## **B. Pattern of Judicial Abdication**

At each critical juncture, the judiciary failed to apply controlling law or enforce procedural standards:

- The court refused to apply judicial estoppel despite Plaintiffs shifting their factual and legal theories at least five times.
- No sanctions were imposed despite uncontroverted evidence that key affidavits were false.
- The court ignored overwhelming impeachment of Plaintiff witnesses, including perjury by Andy Lord, and took no corrective action.
- The standard for summary judgment was essentially rewritten to allow a party with no evidence to proceed solely on denials.

## **C. Denial of Due Process**

Defendant was not merely disadvantaged; his due process rights were systematically denied. He was forced to defend against new theories not pled in the original complaint, was denied a meaningful hearing on the validity of the ex parte attachment, and was subjected to a trial that violated fundamental fairness given the evidentiary record.

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## **Conclusion of Section II:**

The procedural history of *Pierce v. Rinaldi* is not just a chronicle of legal error — it is a record of systemic judicial failure. From the ex parte attachment through trial, every checkpoint where the case should have been stopped was instead bypassed. This enabled Plaintiffs to misuse the judicial process against a defendant who had, from the beginning, the law and facts on his side.

## **III. Factual Analysis and Evidentiary Record**

The evidentiary record in *Pierce v. Rinaldi* overwhelmingly supports the Defendant’s position, not only as a matter of contract interpretation, but as a complete factual repudiation of the Plaintiffs’ claims. This section details the direct evidence, testimonial admissions, documentary

proof, and real-time communications that make the Plaintiffs' breach claim not merely weak — but fictitious. Together, these facts render the very existence of a trial an affront to the principles of civil adjudication.

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### **A. Plaintiffs Admitted There Was No Breach**

The most definitive evidence came from Plaintiff Drew Pierce himself, who admitted under oath that:

**Q:** "Is there any evidence that indicates the Defendant breached the contract?"

**A:** "I'm not aware of any."

This statement should have terminated the litigation on the spot. Civil liability for breach of contract requires affirmative proof of breach. The Plaintiff's sworn concession that no such evidence exists renders their claims legally unsustainable.

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### **B. Real-Time Texts Prove Anticipatory Repudiation by Plaintiffs**

On March 4, 2021, after Defendant requested removal of certain escrow funds (for completed paint and non-required paving), both realtors confirmed that the Plaintiffs refused to honor the contract:

**Matt Dibiase:** "Sorry it didn't work out. The buyer was willing to accept the house as-is."

**Defendant:** "They are refusing to honor the contract... a clear breach."

Plaintiffs' refusal to comply with contract terms, and their insistence on escrowing over \$24,000 (despite the appraiser requiring only \$10,000), constitutes a textbook anticipatory repudiation under Maine law.

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### **C. Plaintiffs' Own Witnesses Were Repeatedly Impeached**

#### **1. Andy Lord (Plaintiffs' Realtor)**

- Testified that he did not direct drywalling of garage; later caught on recording admitting he did.
- Claimed Defendant demanded \$4,000 to close; later admitted he offered the \$4,000 as incentive.

- Asserted Defendant refused to close to “get more money”; cross-examination revealed Defendant believed he was legally terminating the contract due to breach.
- Misrepresented the contract’s financing clause and the validity of the “made application” letter, which was never even entered into evidence because it failed to satisfy the contractual requirement.

## **2. Matt Dibiase (Defendant’s Realtor)**

- Aided in misleading the Defendant into signing extensions with hidden financial penalties.
  - Sought concessions to “compensate” Defendant for unpaid upgrades and escrow fraud — indicating contemporaneous awareness that Defendant was owed, not the other way around.
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## **D. Documentary Evidence Demonstrates Unpaid Upgrades and Misrepresentation**

The original contract was for a 3-bedroom, 2.5-bath, 1,900 sq ft home. The Defendant constructed a 4-bedroom, 2.5-bath, 2,200 sq ft residence, including a finished garage, bonus room, and upgraded materials. Plaintiffs testified they did not request upgrades, but the Defendant produced:

- Texts showing specific upgrade requests (e.g., drywall garage, rearrange utilities, hardwood flooring).
  - An audio recording of Andy Lord acknowledging Drew Pierce’s upgrade requests.
  - No payment or agreement to pay for these upgrades — yet Plaintiffs later tried to sue for possession of the enhanced house without compensation.
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## **E. Financing Clause Not Satisfied**

The contract (Section 14) required Plaintiffs to submit a formal lender letter proving application for a conventional loan. Instead, Plaintiffs’ Exhibit 6 was:

- Missing required attachments.
- Admittedly edited.
- Never produced at trial.
- Referred to only through testimony of Andy Lord — already an impeached witness.

This failure gave Defendant the clear contractual right to terminate — a fact ignored throughout litigation.

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### **F. Post-Trial Discovery of Plaintiff Profit Proves Lack of Damages**

Despite claiming that they were unable to find comparable housing and were financially harmed, Drew Pierce later:

- Purchased a comparable home in June 2023 for \$400,000.
- Listed it for resale with a \$350,000 markup.

This entirely undermines the foundation of the lawsuit. Not only did Plaintiffs suffer no loss — they profited. That fact was concealed during trial and only discovered afterward.

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### **G. Realtor-Coordinated Misconduct and Embezzlement**

- Defendant's loan funds were diverted behind his back to third parties, including contractors and agents associated with Plaintiffs' realtor office.
  - These payments were unauthorized, and the work had to be redone — costing Defendant both equity and labor.
  - Instead of assisting, Plaintiffs used the escrow leverage to extract concessions, ultimately demanding \$153,000 at closing through a combination of escrow threats, rate lock penalties, and waiver of upgrade costs.
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### **H. Termination Was Documented and Legal**

Texts from March 4 and 5, 2021, show the Defendant:

- Notified realtors that the buyers were in breach.
- Declared the contract null and void.
- Offered to continue negotiations through Monday, which Plaintiffs refused.

- Was then threatened with law enforcement and foreclosure, even though he remained in legal possession.
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### **Conclusion of Section III:**

The evidentiary record is not just favorable to the Defendant — it is overwhelmingly exculpatory. It demonstrates, line by line, that the Plaintiffs breached the contract, misled the court, and attempted to acquire unjust enrichment through legal coercion. No rational finder of fact could have found for the Plaintiffs based on the actual record. The trial that occurred was not a contest of credibility; it was a miscarriage of justice built on discredited testimony and legal indifference.

## **IV. Legal Analysis of Contractual Obligations and Violations**

At the heart of *Pierce v. Rinaldi* lies a Purchase and Sale Agreement (P&S) that, while conventional in form, contained clear and enforceable provisions — all of which were followed by the Defendant and breached by the Plaintiffs. The legal framework governing contract formation, anticipatory repudiation, financing contingencies, waiver, and offset fully support Defendant Rinaldi's conduct. By contrast, the Plaintiffs' claims rest on contradictions, omissions, and conduct that directly violated multiple contractual obligations.

This section unpacks the legal architecture of the agreement, applies the undisputed facts, and demonstrates that not only was the Defendant entitled to terminate the contract, but that the Plaintiffs' conduct voided any claim they might assert under it.

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### **A. Formation and Content of the Contract**

On August 17, 2020, the parties executed a Purchase and Sale Agreement for a 1,900 sq. ft., 3-bed, 2.5-bath home, to be constructed by Defendant Rinaldi. The agreement contained:

- Section 14 (Financing Contingency): Required Plaintiffs to submit a lender letter confirming they applied for a conventional loan and were pre-approved “subject to verification.”
- Section 25 (Addenda): Listed only the New Construction Addendum as incorporated.
- Spec Sheet Reference: Referred to only in the context of fixtures and personal property, not construction materials or layout.
- Line 18 (Prior Statements Clause): Stated that any representations outside the contract are not binding unless included in writing and signed by both parties.

This document — and only this document — governs the parties' rights and obligations.

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## **B. Failure to Satisfy Financing Clause (Section 14)**

The Plaintiffs' alleged compliance with the financing contingency rests entirely on an unauthenticated and incomplete "made application letter":

- The letter was not produced at trial; instead, testimony by Andy Lord was substituted to describe it.
- It lacked required detail: no loan type, no rate, no LTV, no confirmation of qualification.
- Attorney Monteleone edited the letter and presented different versions with mismatched signatures and time stamps.

The contract was explicit: if the Plaintiffs failed to provide a valid letter within 3 days of signing, the Seller had the right to terminate. That right was never relinquished and was lawfully exercised.

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## **C. Anticipatory Repudiation by Plaintiffs**

Anticipatory repudiation occurs when one party unequivocally refuses to perform contractual obligations before performance is due. Under Maine law:

"A party who prevents another from performing is in material breach."  
— *Morin v. Atlantic Design & Construction*, 615 A.2d 239 (Me. 1992)

"A definite and unequivocal manifestation of intention not to perform is grounds for termination."  
— *Wholesale Sand & Gravel v. Decker*, 630 A.2d 710 (Me. 1993)

Here, the Plaintiffs:

- Demanded \$24,000 in escrows not contractually required.
- Refused to remove funds for completed paint and disputed paving, despite appraiser calling for only \$10,000 total.

- Altered the terms of the deal after the contract expired on March 4.
- Threatened foreclosure and refused to accept the house without extra concessions.

This behavior constitutes a clear anticipatory repudiation, entitling Defendant to declare the contract null and void — which he did, in writing, via multiple texts to both realtors.

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#### **D. Waiver and Estoppel**

Under *Dep't of Human Servs. v. Bel*, 1998 ME 123, ¶16, waiver may be shown by a party's course of conduct that indicates it does not intend to enforce a right.

The Plaintiffs:

- Refused to sign a contract extension after March 5, even though one was available.
- Declined the Defendant's offer to meet on Monday to resolve the dispute.
- Allowed the Defendant to believe he had legally terminated, then reversed position and sued.

This course of conduct waives their ability to later assert breach and entitles the Defendant to a waiver defense.

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#### **E. Offset: Value of Unpaid Upgrades**

Maine law recognizes the doctrine of equitable offset: where one party is owed value from another, that value must be deducted from any award.

Plaintiffs received over \$100,000 in upgrades, including:

- Finished bonus room and garage
- Relocated utilities
- Second-floor hardwood floors
- Farmer's porch

Despite receiving these material benefits, the Plaintiffs:

- Claimed they did not request upgrades (a lie, proven by audio evidence)
- Refused to pay for them
- Sued to enforce possession of the improved property without compensation

The law does not allow a party to sue for breach of a contract they materially benefited from while refusing to pay for those benefits.

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#### **F. Plaintiffs' Unclean Hands Barred Relief**

The doctrine of unclean hands bars equitable relief to a party who acts inequitably in the transaction at issue.

“A party seeking equity must do equity and must come with clean hands.”  
— *Keyes Fibre Co. v. Maine Indus. Bldgs., Inc.*, 265 A.2d 718 (Me. 1970)

Here, Plaintiffs:

- Lied about requesting upgrades
- Attempted to trick the Defendant into signing penal addenda
- Filed false affidavits
- Initiated litigation without first mediating, in violation of the P&S Agreement's mediation clause

This makes them ineligible to recover — regardless of breach.

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#### **Conclusion of Section IV:**

Legally, every contractual clause supports the Defendant. He was entitled to terminate based on the Plaintiffs' failure to comply with financing requirements, their refusal to perform under escrow terms, and their bad faith conduct. The Plaintiffs breached, waived, and repudiated the contract, and then sought damages for benefits they neither earned nor paid for. That the Court failed to apply these settled principles is indefensible

## **V. Perjury, Misrepresentation, and Fraud**

If there is one category of misconduct that alone warranted pretrial dismissal in *Pierce v. Rinaldi*, it is the Plaintiffs' sustained campaign of dishonesty. From false affidavits and altered documents to perjured trial testimony and manipulative tactics, the Plaintiffs and their agents not only engaged in bad faith — they violated the integrity of the judicial process. This section documents the most egregious examples of perjury, misrepresentation, and fraud on the court, all of which were corroborated by exhibits, texts, emails, and witness contradictions.

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### **A. Perjury by Realtor Andy Lord**

Realtor Andy Lord, acting as Plaintiffs' agent, gave repeated testimony that was directly contradicted by recordings, texts, and his own prior statements:

#### **1. Drywalled Garage**

- Lord testified: Drew Pierce never requested the garage be drywalled.
- Proven false: A recording admitted at trial captured Lord stating that Pierce did request the drywalling — directly refuting both his and the Plaintiff's sworn claims.

#### **2. \$4,000 “Demand”**

- Lord testified: Defendant Rinaldi demanded \$4,000 to close.
- Proven false: Lord later admitted he offered the \$4,000 voluntarily to “get the deal done” and that it wasn't a demand.

#### **3. Presence at Property**

- Lord testified: He and Drew Pierce were physically with Defendant on March 4 and March 5.
- Proven false: Texts and trial testimony confirm Lord and Pierce were never present with Rinaldi at the same time on either day. Lord had even texted Dibiase, “I know you told me to stay away.”

#### **4. Reason for Failed Closing**

- Lord claimed: Rinaldi refused to close to make more money elsewhere.
- Proven false: Texts show Rinaldi walked away only because the Plaintiffs refused to honor escrow terms and upgrades. This was clearly communicated in writing before the closing fell through.

## **5. Interpretation of the Financing Clause**

- Lord testified: The “Made Application Letter” met all requirements of Section 14 of the P&S.
- Proven false: The letter was never produced. Its description was inconsistent and did not meet required terms (loan type, amount, rate). Lord is not an attorney and had previously stated under oath he does not interpret contracts — yet testified about legal sufficiency of the letter.

These contradictions amount to material perjury, delivered by an agent of the Plaintiffs under oath, on central facts in the case.

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## **B. Material Misrepresentations in Verified Filings**

Attorney Monteleone and the Plaintiffs filed multiple documents that:

- Referred to Defendants as owning Southern Maine Construction LLC, knowing full well this was false.
- Alleged that the Defendant refused to close due to greed, while withholding contemporaneous texts that proved he was reacting to breach.
- Claimed Plaintiffs suffered financial hardship — yet concealed the fact that they later purchased and profited from a similar home.
- Referred to a “made application” letter that was manipulated, altered, and falsely described.

These misrepresentations were not immaterial technicalities — they formed the entire basis for:

- The initial ex parte attachment.
  - Resistance to motions to dismiss.
  - The avoidance of summary judgment.
  - The Plaintiff’s trial narrative.
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## **C. Fraudulent Concealment and Coercion**

The realtors (Lord and Dibiase) and Plaintiff Pierce engaged in a campaign of coercion designed to force the Defendant into closing under terms he never agreed to:

- Unilateral Addenda With Hidden Costs

- The Defendant was tricked into signing an extension that added \$7,000 in rate lock fees.
- A second extension attempted to add \$500 per day in penalties, concealed in fine print.
- When Rinaldi objected, Lord texted him: “Isn’t it better to take that or lose the house?”
- Threats of Foreclosure and Trespass
- After Defendant lawfully terminated the contract, Plaintiffs and realtors threatened to enter the property anyway, referencing sheriff involvement.
- These threats were illegal and unfounded — and served only to pressure the Defendant to give up contractual rights.

This conduct meets the standard for duress and undue influence under Maine law:

“Undue influence arises when a party abuses a position of trust to gain an unfair advantage.”

— Burnham v. Heselton, 82 Me. 495, 500 (1890)

“Duress includes threats that destroy free agency.”

— Portland v. Gemini Concerts, 481 A.2d 180 (Me. 1984)

#### **D. False Testimony Regarding Damages**

At trial, Plaintiff Drew Pierce claimed he was unable to purchase a comparable property, suffered financial injury, and lost job opportunities due to the failed sale. However:

- He later purchased a comparable home in June 2023 for \$400,000.
- He listed it for resale with a \$350,000 profit.
- He never presented evidence of job loss, relocation expenses, or alternate housing hardship.

This not only discredits the damages claim — it strongly supports a conclusion of litigation fraud.

#### **E. Use of Judicial System to Extract Unjust Enrichment**

The Plaintiffs:

- Received \$100,000+ in unpaid upgrades.
- Demanded an additional \$53,000 in rate lock penalties and escrow holdbacks.
- Tried to sue for possession of the enhanced home — all while hiding the fact they never fulfilled their own obligations.

This pattern mirrors textbook fraud in the inducement, fraud on the court, and constructive fraud:

“Where one party induces another to rely on false pretenses to his detriment, fraud exists even if technical elements are not all met.”

— Rich v. Fuller, 666 A.2d 71 (Me. 1995)

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### **Conclusion of Section V:**

The Plaintiffs and their agents committed perjury, concealed evidence, manipulated documents, and weaponized the judicial system to pursue an outcome unsupported by fact or law. The trial court was not merely misled — it was hijacked by a strategy of falsification. Had any one of these misrepresentations been disclosed pretrial, dismissal or sanctions would have been mandatory. That all of them were ignored constitutes a severe breach of the court’s duty to uphold justice.

## **VI. Application of Judicial Estoppel, Waiver, and Unclean Hands**

The Plaintiffs in *Pierce v. Rinaldi* not only failed to meet their burden of proof — they did so while repeatedly shifting legal theories, reversing sworn positions, and disregarding contractual obligations. Under Maine law, doctrines such as judicial estoppel, waiver, and unclean hands exist specifically to prevent this kind of abusive litigation conduct. These equitable principles are designed to uphold the integrity of the courts and to ensure that parties cannot benefit from manipulating the truth or violating their own duties.

This section demonstrates how each doctrine independently — and even more so in combination — should have barred the Plaintiffs’ claims from proceeding beyond early motion stages.

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### **A. Judicial Estoppel: Plaintiffs’ Inconsistent Positions**

Judicial estoppel prevents a party from asserting one position in a legal proceeding and then taking a contradictory position in a later phase of the same or a different case. The Law Court in *New Hampshire v. Maine*, 532 U.S. 742 (2001), and *Linnehan Leasing v. State Tax Assessor*, 2006 ME 33, held that estoppel applies when:

1. A party's later position is clearly inconsistent with its earlier position;
2. The earlier position was accepted by a court;
3. The party would gain an unfair advantage if allowed to proceed.

The Plaintiffs' conduct satisfies all three prongs. Specifically:

- Verified Complaint: Alleged Defendant terminated the contract solely to make more money.
- Opposition to Motion to Vacate: Claimed Defendant was appeased by commissions waived by the Realtors.
- Summary Judgment Opposition: Alleged the dispute centered around paving and escrow issues.
- Trial Argument: Claimed Defendant demanded an extra \$4,000 and walked without cause.

Each of these narratives is incompatible with the others. The Plaintiffs changed their entire factual and legal theories multiple times, depending on what was most convenient procedurally. And in each instance, the court accepted these contradictory claims as valid — denying motions without enforcing any standard of consistency or factual integrity.

By law, judicial estoppel should have barred the Plaintiffs from asserting any claim once their original theory was discredited.

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## **B. Waiver: Plaintiffs Relinquished Their Rights by Conduct**

Waiver occurs when a party, through its actions or inaction, demonstrates an intent not to enforce a contractual right. In *Dep't of Human Servs. v. Bel*, 1998 ME 123, ¶16, the court recognized that waiver can be inferred from “a course of conduct signifying a purpose not to stand on a right.”

Here, Plaintiffs waived their rights in several ways:

1. Failure to Extend the Contract: After the March 5th closing fell through, both realtors testified they could have extended the contract. They chose not to.
2. Rejection of Monday Meeting Offer: Defendant asked to reconvene on Monday, March 8. Plaintiffs refused, despite the Defendant believing this was a window for continued negotiations.
3. Silence as Misrepresentation: Plaintiffs let the Defendant believe he was lawfully terminating the contract — then used that belief as a sword, rather than a shield.

Their own realtor, Andy Lord, admitted under oath that he believed Defendant had terminated legally and did not try to correct that belief.

By these actions, the Plaintiffs waived any right to enforce the contract's closing date or claim breach.

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### **C. Unclean Hands: Bar to Equitable Relief**

The doctrine of unclean hands bars a party from obtaining relief if they have acted unethically or in bad faith regarding the subject of the claim.

“He who comes into equity must come with clean hands.”  
— *Keyes Fibre Co. v. Maine Indus. Bldgs.*, 265 A.2d 718 (Me. 1970)

The record is replete with acts that bar equitable redress:

- Withholding \$100,000+ in unpaid upgrades
- Filing suit without complying with mandatory mediation clause
- Providing false testimony under oath
- Trying to enforce contractual obligations while denying their own

The Plaintiffs' bad faith is further illustrated by their concealment of post-trial real estate profits and their failure to disclose their actual financial condition at trial.

When the entirety of a claim rests on misrepresentations and inequitable conduct, the unclean hands doctrine prevents the court from rewarding it.

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### **D. Compounding Effects: Multiple Doctrines Interlocked**

Each of these doctrines — judicial estoppel, waiver, and unclean hands — is independently sufficient to bar the Plaintiffs' recovery. But in this case, they intersect:

- Plaintiffs asserted contradictory legal positions (estoppel),
- While voluntarily relinquishing rights under the contract (waiver),
- And doing so with full knowledge they were acting dishonestly (unclean hands).

Together, these principles form a complete and self-reinforcing legal shield. Courts apply them precisely to prevent what happened here: a party manipulating the litigation process by discarding facts, shifting narratives, and seeking equity without having done equity.

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### **Conclusion of Section VI:**

The Plaintiffs in *Pierce v. Rinaldi* were not just mistaken — they were dishonest. They repeatedly changed their story, waived key rights, misrepresented their damages, and engaged in behavior that the law views as disqualifying from relief. The doctrines of judicial estoppel, waiver, and unclean hands are not obscure rules — they are core safeguards of fairness. That they were not enforced by the Court further underscores how this trial was the product of systemic legal failure.

## **VII. Complete Failure of Damages Proof**

Under fundamental principles of contract law, a party alleging breach must prove damages that are actual, concrete, and causally linked to the other party's conduct. In *Pierce v. Rinaldi*, the Plaintiffs not only failed to meet this burden — they presented no legitimate damages at all. Worse, the trial record and post-trial evidence show that the Plaintiffs ultimately benefitted from the failed transaction, rendering their entire claim legally and morally bankrupt.

This section outlines the applicable legal standard for damages, documents the Plaintiffs' complete failure to meet that standard, and highlights the fraudulent misrepresentation of hardship at the core of their lawsuit.

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### **A. Legal Standard for Contract Damages in Maine**

To recover damages for breach of contract under Maine law, a plaintiff must prove:

1. A valid contract;
2. A breach by the defendant;
3. Actual damages proximately caused by the breach.

— *Anderson v. Neal*, 428 A.2d 1189 (Me. 1981)

Speculative or hypothetical damages are not recoverable. The Law Court has made clear that the burden is on the plaintiff to offer tangible, credible evidence of injury — not assumptions or unverified statements.

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### **B. Plaintiffs Offered No Tangible Evidence of Financial Harm**

At trial, Plaintiffs claimed vaguely that they suffered financial loss because:

- They lost a favorable home purchase during a rising market.
- They had to search for new housing.
- Drew Pierce allegedly quit his job and faced hardship.

However, they produced:

- No documentation of rental costs, alternate home searches, or job loss.
- No evidence of having paid more for another property.
- No expert or appraisal evidence showing comparative financial loss due to market changes.

Plaintiffs offered only their own uncorroborated statements, which were repeatedly contradicted by the record.

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### **C. Plaintiff Pierce Profited Massively From a Subsequent Real Estate Deal**

After trial, the Defendant uncovered public records showing:

- In June 2023, Plaintiff Drew Pierce purchased a comparable property for \$400,000.
- He later listed this property for resale with a \$350,000 markup, indicating a windfall of equity well beyond anything he would have gained under the original P&S with the Defendant.

This revelation is devastating to the Plaintiffs' case.

They:

- Alleged injury from being “forced out” of a home purchase.
- Sued to recover the benefit of a deal they never paid for.

- Later bought and flipped a similar home for profit — concealed from the court.

This proves not only a lack of damages, but a motive for fraud: they sought to sue for breach in order to leverage the equity in Defendant's upgraded house without compensation — and then turned around and did the same with another property.

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#### **D. Requested Damages Were Incompatible With the Law**

At various stages, the Plaintiffs sought the following:

- Specific performance (i.e., to force Defendant to close on the sale);
- Restitution of the house's equity (\$100,000+);
- Consequential damages for alleged housing displacement;
- Legal fees under a mediation clause they ignored.

Each of these remedies fails for at least one reason:

1. Specific performance is unavailable where the plaintiff breaches, or where the subject property is sold (as here).
  2. Restitution for unpaid upgrades is impermissible under the doctrine of offset, especially when the upgrades were denied and then proven via recording.
  3. Consequential damages require proximate cause — and here, the Plaintiffs' refusal to perform was the cause of the contract's collapse.
  4. Legal fees under the mediation clause are barred because the Plaintiffs failed to mediate before suing — a condition precedent under the contract.
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#### **E. Failure to Mitigate Damages**

Even assuming the Plaintiffs had suffered some injury (which they did not), Maine law imposes a duty to mitigate:

“The non-breaching party must take reasonable steps to minimize loss.”  
— *Schiavi Mobile Homes, Inc. v. Gironda*, 463 A.2d 722 (Me. 1983)

Here, the Defendant offered to meet on Monday, March 8th — a window of opportunity to salvage the deal. Plaintiffs rejected the offer. Their own realtor admitted that the contract could have been extended, and that he chose not to.

This refusal to act reasonably bars them from recovering even hypothetical damages under Maine law.

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### **F. Concealment of Material Evidence of Profit**

The discovery — post-trial — that Plaintiff Drew Pierce profited handsomely from a comparable transaction is not just relevant to the question of damages. It constitutes:

- A fraudulent omission, given that Plaintiffs testified they could not purchase another home.
- A misrepresentation of material fact, as it directly undermines their theory of loss.
- A basis for sanctions or reversal, as it concealed evidence that may have changed the outcome of the trial.

This fact alone renders the Plaintiffs' entire claim dishonest — and the verdict (if any was rendered in their favor) a miscarriage of justice.

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### **Conclusion of Section VII:**

The Plaintiffs presented no admissible, concrete, or credible proof of damages. Their testimony was vague, unsupported, and later disproven by public records and financial documents. In truth, they suffered no loss — and instead gained. The court, however, allowed them to proceed with a case that rested entirely on a hollow, deceptive narrative of hardship. This is a failure not only of the Plaintiffs but of the judicial system's responsibility to enforce the most basic requirements of civil liability.

### **VIII. Systemic Breakdown: Why This Trial Should Never Have Happened**

The case of *Pierce v. Rinaldi* is not merely an example of civil litigation gone awry — it is a case study in institutional failure. Every safeguard meant to prevent frivolous or bad-faith litigation was bypassed. Every procedural and evidentiary standard that should have filtered out a baseless lawsuit was ignored. And every motion that could have resolved the dispute early — saving years of time, expense, and trauma — was denied, often without explanation.

This section outlines how the judicial system failed at every level to discharge its core function: to apply law impartially and to prevent the misuse of its own authority.

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### **A. The Court Failed to Enforce Basic Procedural Requirements**

At the most fundamental level, the Maine Rules of Civil Procedure were not enforced:

- **Ex Parte Attachment Standard Ignored:** Plaintiffs obtained a prejudgment attachment based on false statements and an affidavit against a company the Defendant didn't even own.
- **Motions to Vacate Denied Without Rationale:** When Defendant provided evidence that the ex parte order was based on fraud and perjury, the Court dismissed his Rule 60(b) motion with a boilerplate denial.
- **Summary Judgment Misapplied:** The Court declared — contrary to black-letter law — that Plaintiffs “did not need to present prima facie evidence” to survive summary judgment.
- **Opposing Counsel's Violations Tolerated:** Attorney Monteleone edited documents, filed factually impossible affidavits, and failed to disclose key communications — all without sanction.

These are not gray areas or close calls. These are violations of clear legal standards that protect the integrity of the judicial process.

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### **B. Judges Abdicated Their Gatekeeping Role**

The case was heard by multiple judges over its multi-year history, and each, in different ways, failed to exercise their judicial discretion responsibly:

1. Justice O'Neil consistently ruled in the Plaintiffs' favor without explaining how basic legal standards were being met. He:

- Allowed an attachment based on shifting stories.
- Refused to hold the Plaintiffs accountable when their affidavits were contradicted by their own texts.
- Declined to rule on anticipatory repudiation or offset as dispositive defenses.

2. Justice Connors, assigned the Writ of Mandamus despite prior ethical concerns, dismissed the constitutional emergency petition without explanation — despite it detailing a due process breakdown.

No judge intervened to ask the central question: Why are we litigating a case where the Plaintiffs admitted there's no evidence of breach?

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### **C. No Legal or Factual Basis to Proceed to Trial**

Every motion filed by the Defendant prior to trial (and even during trial) showed that:

- Plaintiffs had no damages.
- Plaintiffs could not show breach.
- Defendant documented every decision, in writing.
- Witnesses were repeatedly impeached.
- The property had been improved with unpaid upgrades.
- The Defendant was deceived into signing rate locks and escrow documents under duress.
- The Plaintiffs had materially repudiated the contract and refused to mediate.

Had any single one of these defenses been properly evaluated, the case would have ended.

That none were is not merely poor judicial judgment — it is systemic failure. The very purpose of summary judgment and Rule 11 is to stop this exact kind of abuse.

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### **D. Weaponization of the Legal System**

This case illustrates how the legal system can be used not to resolve disputes — but to punish truth-tellers:

- A pro se defendant, without institutional support, proved perjury, fraud, and breach — and yet was dragged through trial.
- The plaintiffs, with a team of agents and an attorney, repeatedly lied to the court and shifted their theories with impunity.
- Judicial inertia, rather than analysis, became the driving force of the case.

By the time the Defendant prevailed on many factual issues at trial, the damage had been done: three years of litigation, thousands of hours of labor, financial and reputational harm, and irreparable erosion of public confidence in judicial impartiality.

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### **E. A Case That Should Have Been Dismissed at Every Stage**

Let us summarize the points at which the case should have ended:

<b>Stage</b>	<b>Reason for Dismissal</b>
Ex Parte Motion	False affidavit, naming wrong party
Motion to Dissolve	Entirely new story at hearing; procedural violation
Motion to Vacate	Proven perjury, no response to fraud
Summary Judgment	No affidavit from Plaintiffs, no evidence of breach or damages
Rule 11 Motion	Plaintiffs advanced knowingly false positions
Trial Readiness	Plaintiffs admitted there was no breach evidence

At every stage, the Court had ample cause — and indeed a duty — to stop the case. It failed to do so.

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### **F. Broader Systemic Implications**

This case is not just about one Defendant. It exposes structural weaknesses in Maine’s civil courts:

- Inadequate enforcement of evidentiary thresholds.
- Judicial tolerance for shifting claims and perjury.
- Lack of accountability for attorneys who mislead the court.
- Procedural rubber-stamping of pro-plaintiff claims despite legal insufficiency.

If this can happen in a well-documented contract dispute — with recordings, texts, and timelines clearly favoring the Defendant — it raises urgent concerns about what happens in cases where such documentation does not exist.

### **Conclusion of Section VIII:**

Pierce v. Rinaldi never should have gone to trial. The evidence wasn’t close; it was conclusive. The Plaintiffs had no claim, no damages, and no credibility. The Defendant proved this in writing, in motion, and in testimony. Yet the case proceeded anyway — not because of law or

merit, but because of judicial failure to act. This is a systemic breakdown that demands review not only of this case but of the court culture that allowed it.

## **IX. Conclusion and Recommendations**

The civil case of *Pierce v. Rinaldi* is not merely a legal dispute gone wrong — it is a rare and deeply troubling example of what happens when the core functions of the justice system fail. It is a case that tested every safeguard of the legal process — and found them all wanting.

From the initiation of a baseless claim, to the abuse of *ex parte* procedures, to the allowance of shifting legal theories, fabricated evidence, impeached witnesses, and false testimony, the Plaintiffs in this case exploited every procedural vulnerability the system allowed. And at every stage, the court declined to intervene, correct the record, or enforce the law.

Despite this, Defendant Anthony Rinaldi — a *pro se* litigant with no legal background — succeeded in documenting the truth, exposing perjury, disproving the Plaintiffs' claims, and establishing not just reasonable doubt but categorical vindication. The fact that this had to happen at trial — after three years, dozens of motions, and overwhelming written evidence — is unconscionable.

This final section summarizes the core findings and offers recommendations for systemic redress.

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### **A. Summary of Core Findings**

#### **1. The Plaintiffs Had No Prima Facie Case**

- No proof of breach.
- No legitimate damages.
- No valid financing letter.
- No extension or acceptance of performance.
- A clear and well-documented termination by Defendant based on the Plaintiffs' refusal to perform.

#### **2. Plaintiffs and Their Agents Committed Repeated Misconduct**

- Submitted false affidavits.

- Lied under oath.
- Concealed evidence of profit and waived rights.
- Misrepresented their own conduct in verified pleadings.
- Sought specific performance and damages on a contract they themselves breached.

### **3. The Court Failed in Its Gatekeeping Role**

- Denied motions without addressing legal standards.
- Tolerated contradictory factual narratives.
- Allowed edited documents into the record.
- Misapplied summary judgment standards.
- Refused to enforce the doctrines of judicial estoppel, waiver, and unclean hands.

### **4. The Defendant's Rights Were Violated**

- Due process was denied by allowing multiple unpled claims.
- Defendant's evidence was ignored or minimized.
- Time, labor, and finances were wasted defending a case that never should have existed.
- The judicial process itself was used as a weapon — not a forum for truth.

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## **B. Recommendations for Oversight and Accountability**

This case must not be viewed in isolation. It is a symptom of broader dysfunction in the civil courts that demands oversight. The following actions are recommended:

### **1. Judicial Review by Oversight Bodies**

- Office of Program Evaluation and Government Accountability (OPEGA) should conduct a formal investigation into the judicial decisions, especially those made ex parte and at summary judgment.
- Maine Committee on Judicial Responsibility and Disability should review the conduct of Justices O'Neil and Connors, including their handling of the fraud allegations, waiver doctrine, and summary judgment misapplication.

## **2. Bar Complaint Against Attorney Monteleone**

- For submitting false affidavits, altering evidence, and advancing knowingly baseless claims.
- For using the court to harass and financially damage a self-represented party in bad faith.

## **3. Rule 11 Sanctions (Nunc Pro Tunc)**

- Should be pursued post-trial to address the cumulative misconduct in pleadings and false representations to the court.

## **4. Referral to Media and Watchdog Organizations**

- This case exemplifies how civil courts can be used to exploit the unrepresented.
  - It should be publicized as a cautionary tale and used to advocate for reform in ex parte procedures and pro se protections.
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## **C. Final Statement**

Pierce v. Rinaldi is one of the most egregious miscarriages of civil justice in recent Maine history — not because of complexity or legal ambiguity, but because the system ignored what was plainly in front of it.

Every text message.

Every recording.

Every affidavit contradiction.

Every contractual clause.

Every misstatement.

Every unproduced document.

Every change in legal theory.

Every unjustified ruling.

Every missed opportunity to dismiss.

All of it was there — and the system did nothing.

In the end, it was the Defendant alone — without a lawyer, without resources, and without institutional support — who preserved the record, exposed the truth, and defended not only his rights but the integrity of the legal process itself.

But it should never have been necessary.

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Anthony Rinaldi  
Westbrook  
LD 1780

#### SYSTEMIC LEGAL FAILURE IN PIERCE V. RINALDI

Re: Formal Report on Systemic Legal Failure in Pierce v. Rinaldi

I am writing to submit the attached report documenting systemic legal failure and judicial misconduct in the civil case Pierce v. Rinaldi, adjudicated in the Maine Superior Court. This case represents not only a profound miscarriage of justice, but also a clear demonstration of how procedural safeguards can collapse under institutional inertia and inattention to evidentiary standards.

Over the course of three years, I was compelled to defend myself as a pro se litigant against a meritless civil suit brought by parties who misrepresented facts, submitted false affidavits, committed perjury, and failed to meet even the most basic burdens of proof. Despite overwhelming documentation, real-time communications, recordings, and admissions that should have ended the case at the motion stage, the matter was allowed to proceed through trial — resulting in irreparable harm and an alarming display of judicial dysfunction.

This report is the result of over 5,000 hours of legal research, evidentiary compilation, and pro se litigation work. It includes detailed findings, citations to governing Maine law, and a timeline of procedural rulings that defy legal precedent and civil rules. It further identifies specific points where the judiciary failed to apply contract law, tolerate perjury, ignore dispositive motions, and facilitate litigation abuse.

I respectfully request that your office or organization review the attached report as a matter of urgent concern for judicial integrity and public trust. I am also available for further clarification, presentation of exhibits, or sworn testimony to any oversight body, legal institution, or journalistic inquiry into this matter.

Thank you for your attention to this submission.

Sincerely,

Anthony Rinaldi

#### I. Executive Overview

The civil case of Pierce v. Rinaldi exemplifies a catastrophic breakdown of judicial process and legal accountability in Maine's civil justice system. What began as a simple contract dispute over the sale of a newly constructed home devolved into a multi-year litigation mired in misrepresentations, perjury, and judicial indifference to the rule of law. The Plaintiffs, Drew

Pierce and Janice Lariviere, advanced claims so thoroughly refuted by documentary evidence, sworn testimony, and their own admissions that the case, by all reasonable legal standards, should have been dismissed long before reaching trial.

Defendant Anthony Rinaldi, acting pro se, compiled a mountain of admissible evidence proving not only that the Plaintiffs were the breaching party, but that they and their agents misled the court, fabricated affidavits, and repeatedly shifted their legal theories in bad faith. Among the most damning facts: Plaintiffs admitted there was no evidence of breach; text messages show their realtors agreed the Defendant had the legal right to walk; and financial records reveal the Plaintiffs later purchased a different home and profited significantly, belying any claim of damages.

This report, grounded in the Rule 52(a) Findings of Fact and Conclusions of Law filed

by Defendant Rinaldi, demonstrates that this case should never have survived a motion to dismiss, let alone advanced to trial. The legal and factual record reveals not a close question, but a judicial travesty — one in which the very gatekeeping functions of the court were abdicated, and the litigation process was weaponized against a self-represented individual who nevertheless prevailed on the facts. The remaining sections will explain how and why this occurred, with specific examples from the record.

## II. Procedural History and Judicial Errors

A comprehensive examination of the procedural timeline in *Pierce v. Rinaldi* reveals a sustained failure of judicial gatekeeping. Despite numerous opportunities to dismiss the case on both factual and legal grounds, the court instead permitted it to proceed — even as the Plaintiffs' claims unraveled in real time. The timeline is marked by improper judicial reasoning, failure to

enforce civil procedure standards, and repeated disregard for dispositive evidence.

### A. Chronology of Judicial Missteps

#### 1. April 14, 2021 — Ex Parte Attachment Granted Based on False Premise

- Plaintiffs filed an Ex Parte Verified Complaint containing fabricated allegations and naming a non-party (Southern Maine Construction LLC) despite knowing Defendant Rinaldi had no ownership interest.

- Attorney James Monteleone failed to serve the actual owner, Michael Dore, violating procedural requirements.

- The ex parte motion was granted without proper scrutiny, laying the foundation for further abuse of process.

#### 2. May 20, 2021 — Emergency Motion to Dissolve Denied Despite Plaintiffs Changing Their Story

- Plaintiffs presented four new affidavits and an entirely different theory at the hearing — a clear procedural violation, as the purpose of such hearings is to defend the original attachment, not supplement it.

- The Defendant was ambushed and not allowed to respond meaningfully.

- Despite this, Justice O'Neil denied the motion to dissolve, stating only that “the attachment was approved after hearing,” with no legal rationale.

#### 3. March 14, 2022 — Motion to Vacate Ex Parte Attachment (Rule 60(b)) Denied

- Defendant demonstrated that the Plaintiffs' original and revised stories were fabricated and contradicted each other.

- Defendant provided clear evidence of perjury by Attorney Monteleone at the Motion to Dissolve.

- Justice O'Neil denied the motion again, without addressing the fraud allegations, compounding the original error.

#### 4. July 2, 2022 — Defendant's Motion for Summary Judgment Denied

- Despite presenting overwhelming evidence that Plaintiffs had not and could not produce prima facie evidence of breach or damages, the motion was denied on the vague grounds that “a myriad of issues” existed — ignoring the legal standard that a claim must be based on admissible evidence.

5. April 11, 2023 — Hearing on Motion to Reconsider Summary Judgment

- Defendant pointed out procedural failures: Plaintiffs had not submitted an affidavit, cited no admissible evidence, and failed to meet summary judgment standards.

- Justice O’Neil astonishingly ruled that Plaintiffs “don’t need to present Prima Facie evidence to survive summary judgment” and “don’t need to do anything but deny, object, and cite evidence.”

- This directly contradicted Maine Rule of Civil Procedure 56(e), which requires specific facts and supporting affidavits to oppose summary judgment.

6. October 10, 2023 — Writ of Mandamus Denied Without Explanation

- Defendant sought review of the court’s ongoing refusal to address the clear fraud and violations of procedure.

- The petition was transferred sua sponte from Justice Douglas to Justice Connors (despite her known conflicts) and was denied without substantive opinion — another abdication of judicial responsibility.

#### B. Pattern of Judicial Abdication

At each critical juncture, the judiciary failed to apply controlling law or enforce procedural standards:

- The court refused to apply judicial estoppel despite Plaintiffs shifting their factual and legal theories at least five times.

- No sanctions were imposed despite uncontroverted evidence that key affidavits were false.

- The court ignored overwhelming impeachment of Plaintiff witnesses, including perjury by Andy Lord, and took no corrective action.

- The standard for summary judgment was essentially rewritten to allow a party with no evidence to proceed solely on denials.

#### C. Denial of Due Process

Defendant was not merely disadvantaged; his due process rights were systematically denied. He

was forced to defend against new theories not pled in the original complaint, was denied a

meaningful hearing on the validity of the ex parte attachment, and was subjected to a trial that

violated fundamental fairness given the evidentiary record.

#### Conclusion of Section II:

The procedural history of *Pierce v. Rinaldi* is not just a chronicle of legal error — it is a record of

systemic judicial failure. From the ex parte attachment through trial, every checkpoint where the

case should have been stopped was instead bypassed. This enabled Plaintiffs to misuse the

judicial process against a defendant who had, from the beginning, the law and facts on

his side.

### III. Factual Analysis and Evidentiary Record

The evidentiary record in *Pierce v. Rinaldi* overwhelmingly supports the Defendant's position, not only as a matter of contract interpretation, but as a complete factual repudiation of the Plaintiffs' claims. This section details the direct evidence, testimonial admissions, documentary proof, and real-time communications that make the Plaintiffs' breach claim not merely weak — but fictitious. Together, these facts render the very existence of a trial an affront to the principles of civil adjudication.

#### A. Plaintiffs Admitted There Was No Breach

The most definitive evidence came from Plaintiff Drew Pierce himself, who admitted under oath that:

Q: "Is there any evidence that indicates the Defendant breached the contract?"

A: "I'm not aware of any."

This statement should have terminated the litigation on the spot. Civil liability for breach of contract requires affirmative proof of breach. The Plaintiff's sworn concession that no such evidence exists renders their claims legally unsustainable.

#### B. Real-Time Texts Prove Anticipatory Repudiation by Plaintiffs

On March 4, 2021, after Defendant requested removal of certain escrow funds (for completed paint and non-required paving), both realtors confirmed that the Plaintiffs refused to honor the contract:

Matt Dibiase: "Sorry it didn't work out. The buyer was willing to accept the house as-is."

Defendant: "They are refusing to honor the contract... a clear breach."

Plaintiffs' refusal to comply with contract terms, and their insistence on escrowing over \$24,000 (despite the appraiser requiring only \$10,000), constitutes a textbook anticipatory repudiation under Maine law.

#### C. Plaintiffs' Own Witnesses Were Repeatedly Impeached

##### 1. Andy Lord (Plaintiffs' Realtor)

- Testified that he did not direct drywalling of garage; later caught on recording admitting he did.
- Claimed Defendant demanded \$4,000 to close; later admitted he offered the \$4,000 as incentive.

• Asserted Defendant refused to close to "get more money"; cross-examination revealed

Defendant believed he was legally terminating the contract due to breach.

- Misrepresented the contract's financing clause and the validity of the "made application" letter, which was never even entered into evidence because it failed to satisfy the contractual requirement.

##### 2. Matt Dibiase (Defendant's Realtor)

- Aided in misleading the Defendant into signing extensions with hidden financial penalties.
- Sought concessions to "compensate" Defendant for unpaid upgrades and escrow fraud — indicating contemporaneous awareness that Defendant was owed, not the other way

around.

#### D. Documentary Evidence Demonstrates Unpaid Upgrades and Misrepresentation

The original contract was for a 3-bedroom, 2.5-bath, 1,900 sq ft home. The Defendant constructed a 4-bedroom, 2.5-bath, 2,200 sq ft residence, including a finished garage, bonus

room, and upgraded materials. Plaintiffs testified they did not request upgrades, but the

Defendant produced:

- Texts showing specific upgrade requests (e.g., drywall garage, rearrange utilities, hardwood flooring).

- An audio recording of Andy Lord acknowledging Drew Pierce's upgrade requests.

- No payment or agreement to pay for these upgrades — yet Plaintiffs later tried to sue for

possession of the enhanced house without compensation.

#### E. Financing Clause Not Satisfied

The contract (Section 14) required Plaintiffs to submit a formal lender letter proving application

for a conventional loan. Instead, Plaintiffs' Exhibit 6 was:

- Missing required attachments.

- Admittedly edited.

- Never produced at trial.

- Referred to only through testimony of Andy Lord — already an impeached witness.

This failure gave Defendant the clear contractual right to terminate — a fact ignored throughout

litigation.

#### F. Post-Trial Discovery of Plaintiff Profit Proves Lack of Damages

Despite claiming that they were unable to find comparable housing and were financially harmed,

Drew Pierce later:

- Purchased a comparable home in June 2023 for \$400,000.

- Listed it for resale with a \$350,000 markup.

This entirely undermines the foundation of the lawsuit. Not only did Plaintiffs suffer no loss —

they profited. That fact was concealed during trial and only discovered afterward.

#### G. Realtor-Coordinated Misconduct and Embezzlement

- Defendant's loan funds were diverted behind his back to third parties, including contractors and

agents associated with Plaintiffs' realtor office.

- These payments were unauthorized, and the work had to be redone — costing Defendant both

equity and labor.

- Instead of assisting, Plaintiffs used the escrow leverage to extract concessions, ultimately

demanding \$153,000 at closing through a combination of escrow threats, rate lock penalties, and

waiver of upgrade costs.

#### H. Termination Was Documented and Legal

Texts from March 4 and 5, 2021, show the Defendant:

- Notified realtors that the buyers were in breach.

- Declared the contract null and void.

- Offered to continue negotiations through Monday, which Plaintiffs refused.

- Was then threatened with law enforcement and foreclosure, even though he remained in legal

possession.

#### Conclusion of Section III:

The evidentiary record is not just favorable to the Defendant — it is overwhelmingly exculpatory. It demonstrates, line by line, that the Plaintiffs breached the contract,

misled the court, and attempted to acquire unjust enrichment through legal coercion. No rational finder of fact could have found for the Plaintiffs based on the actual record. The trial that occurred was not a contest of credibility; it was a miscarriage of justice built on discredited testimony and legal indifference.

#### IV. Legal Analysis of Contractual Obligations and Violations

At the heart of *Pierce v. Rinaldi* lies a Purchase and Sale Agreement (P&S) that, while conventional in form, contained clear and enforceable provisions — all of which were followed

by the Defendant and breached by the Plaintiffs. The legal framework governing contract

formation, anticipatory repudiation, financing contingencies, waiver, and offset fully support

Defendant Rinaldi's conduct. By contrast, the Plaintiffs' claims rest on contradictions, omissions, and conduct that directly violated multiple contractual obligations.

This section unpacks the legal architecture of the agreement, applies the undisputed facts, and

demonstrates that not only was the Defendant entitled to terminate the contract, but that the

Plaintiffs' conduct voided any claim they might assert under it.

##### A. Formation and Content of the Contract

On August 17, 2020, the parties executed a Purchase and Sale Agreement for a 1,900 sq. ft., 3-

bed, 2.5-bath home, to be constructed by Defendant Rinaldi. The agreement contained:

- Section 14 (Financing Contingency): Required Plaintiffs to submit a lender letter confirming they applied for a conventional loan and were pre-approved "subject to verification."
- Section 25 (Addenda): Listed only the New Construction Addendum as incorporated.
- Spec Sheet Reference: Referred to only in the context of fixtures and personal property, not construction materials or layout.
- Line 18 (Prior Statements Clause): Stated that any representations outside the contract are not binding unless included in writing and signed by both parties.

This document — and only this document — governs the parties' rights and obligations.

##### B. Failure to Satisfy Financing Clause (Section 14)

The Plaintiffs' alleged compliance with the financing contingency rests entirely on an unauthenticated and incomplete "made application letter":

- The letter was not produced at trial; instead, testimony by Andy Lord was substituted to describe it.
- It lacked required detail: no loan type, no rate, no LTV, no confirmation of qualification.
- Attorney Monteleone edited the letter and presented different versions with mismatched signatures and time stamps.

The contract was explicit: if the Plaintiffs failed to provide a valid letter within 3 days of signing,

the Seller had the right to terminate. That right was never relinquished and was lawfully

exercised.

##### C. Anticipatory Repudiation by Plaintiffs

Anticipatory repudiation occurs when one party unequivocally refuses to perform contractual

obligations before performance is due. Under Maine law:

“A party who prevents another from performing is in material breach.”

— *Morin v. Atlantic Design & Construction*, 615 A.2d 239 (Me. 1992)

“A definite and unequivocal manifestation of intention not to perform is grounds for termination.”

— *Wholesale Sand & Gravel v. Decker*, 630 A.2d 710 (Me. 1993)

Here, the Plaintiffs:

- Demanded \$24,000 in escrows not contractually required.
- Refused to remove funds for completed paint and disputed paving, despite appraiser calling for only \$10,000 total.

• Altered the terms of the deal after the contract expired on March 4.

• Threatened foreclosure and refused to accept the house without extra concessions.

This behavior constitutes a clear anticipatory repudiation, entitling Defendant to declare the

contract null and void — which he did, in writing, via multiple texts to both realtors.

D. Waiver and Estoppel

Under *Dep’t of Human Servs. v. Bel*, 1998 ME 123, ¶16, waiver may be shown by a party’s

course of conduct that indicates it does not intend to enforce a right.

The Plaintiffs:

• Refused to sign a contract extension after March 5, even though one was available.

• Declined the Defendant’s offer to meet on Monday to resolve the dispute.

• Allowed the Defendant to believe he had legally terminated, then reversed position and sued.

This course of conduct waives their ability to later assert breach and entitles the Defendant to a

waiver defense.

E. Offset: Value of Unpaid Upgrades

Maine law recognizes the doctrine of equitable offset: where one party is owed value from

another, that value must be deducted from any award.

Plaintiffs received over \$100,000 in upgrades, including:

- Finished bonus room and garage
- Relocated utilities
- Second-floor hardwood floors
- Farmer’s porch

Despite receiving these material benefits, the Plaintiffs:

• Claimed they did not request upgrades (a lie, proven by audio evidence)

• Refused to pay for them

• Sued to enforce possession of the improved property without compensation

The law does not allow a party to sue for breach of a contract they materially benefited from

while refusing to pay for those benefits.

F. Plaintiffs’ Unclean Hands Barred Relief

The doctrine of unclean hands bars equitable relief to a party who acts inequitably in the

transaction at issue.

“A party seeking equity must do equity and must come with clean hands.”

— *Keyes Fibre Co. v. Maine Indus. Bldgs., Inc.*, 265 A.2d 718 (Me. 1970)

Here, Plaintiffs:

• Lied about requesting upgrades

• Attempted to trick the Defendant into signing penal addenda

• Filed false affidavits

• Initiated litigation without first mediating, in violation of the P&S Agreement’s mediation

clause

This makes them ineligible to recover — regardless of breach.

Conclusion of Section IV:

Legally, every contractual clause supports the Defendant. He was entitled to terminate based on

the Plaintiffs' failure to comply with financing requirements, their refusal to perform under

escrow terms, and their bad faith conduct. The Plaintiffs breached, waived, and repudiated the

contract, and then sought damages for benefits they neither earned nor paid for. That the Court

failed to apply these settled principles is indefensible

V. Perjury, Misrepresentation, and Fraud

If there is one category of misconduct that alone warranted pretrial dismissal in *Pierce v. Rinaldi*,

it is the Plaintiffs' sustained campaign of dishonesty. From false affidavits and altered documents

to perjured trial testimony and manipulative tactics, the Plaintiffs and their agents not only

engaged in bad faith — they violated the integrity of the judicial process. This section documents

the most egregious examples of perjury, misrepresentation, and fraud on the court, all of which

were corroborated by exhibits, texts, emails, and witness contradictions.

A. Perjury by Realtor Andy Lord

Realtor Andy Lord, acting as Plaintiffs' agent, gave repeated testimony that was directly

contradicted by recordings, texts, and his own prior statements:

1. Drywalled Garage

- Lord testified: Drew Pierce never requested the garage be drywalled.

- Proven false: A recording admitted at trial captured Lord stating that Pierce did request the

drywalling — directly refuting both his and the Plaintiff's sworn claims.

2. \$4,000 "Demand"

- Lord testified: Defendant Rinaldi demanded \$4,000 to close.

- Proven false: Lord later admitted he offered the \$4,000 voluntarily to "get the deal done" and

that it wasn't a demand.

3. Presence at Property

- Lord testified: He and Drew Pierce were physically with Defendant on March 4 and March 5.

- Proven false: Texts and trial testimony confirm Lord and Pierce were never present with

Rinaldi at the same time on either day. Lord had even texted Dibiase, "I know you told me to

stay away."

4. Reason for Failed Closing

- Lord claimed: Rinaldi refused to close to make more money elsewhere.

- Proven false: Texts show Rinaldi walked away only because the Plaintiffs refused to honor

escrow terms and upgrades. This was clearly communicated in writing before the closing fell

through.

5. Interpretation of the Financing Clause

- Lord testified: The "Made Application Letter" met all requirements of Section 14 of the P&S.

- Proven false: The letter was never produced. Its description was inconsistent and did not meet

required terms (loan type, amount, rate). Lord is not an attorney and had previously stated under oath he does not interpret contracts — yet testified about legal sufficiency of the letter.

These contradictions amount to material perjury, delivered by an agent of the Plaintiffs under oath, on central facts in the case.

#### B. Material Misrepresentations in Verified Filings

Attorney Monteleone and the Plaintiffs filed multiple documents that:

- Referred to Defendants as owning Southern Maine Construction LLC, knowing full well this was false.

- Alleged that the Defendant refused to close due to greed, while withholding contemporaneous

texts that proved he was reacting to breach.

- Claimed Plaintiffs suffered financial hardship — yet concealed the fact that they later

purchased and profited from a similar home.

- Referred to a “made application” letter that was manipulated, altered, and falsely described.

These misrepresentations were not immaterial technicalities — they formed the entire basis for:

- The initial ex parte attachment.
- Resistance to motions to dismiss.
- The avoidance of summary judgment.
- The Plaintiff’s trial narrative.

#### C. Fraudulent Concealment and Coercion

The realtors (Lord and Dibiase) and Plaintiff Pierce engaged in a campaign of coercion designed

to force the Defendant into closing under terms he never agreed to:

- Unilateral Addenda With Hidden Costs

- The Defendant was tricked into signing an extension that added \$7,000 in rate lock fees.

- A second extension attempted to add \$500 per day in penalties, concealed in fine print.

- When Rinaldi objected, Lord texted him: “Isn’t it better to take that or lose the house?”

- Threats of Foreclosure and Trespass

- After Defendant lawfully terminated the contract, Plaintiffs and realtors threatened to enter the

property anyway, referencing sheriff involvement.

- These threats were illegal and unfounded — and served only to pressure the Defendant to give

up contractual rights.

This conduct meets the standard for duress and undue influence under Maine law:

“Undue influence arises when a party abuses a position of trust to gain an unfair advantage.”

— *Burnham v. Heselton*, 82 Me. 495, 500 (1890)

“Duress includes threats that destroy free agency.”

— *Portland v. Gemini Concerts*, 481 A.2d 180 (Me. 1984)

#### D. False Testimony Regarding Damages

At trial, Plaintiff Drew Pierce claimed he was unable to purchase a comparable property,

suffered financial injury, and lost job opportunities due to the failed sale. However:

- He later purchased a comparable home in June 2023 for \$400,000.

- He listed it for resale with a \$350,000 profit.

- He never presented evidence of job loss, relocation expenses, or alternate housing hardship.

This not only discredits the damages claim — it strongly supports a conclusion of litigation fraud.

#### E. Use of Judicial System to Extract Unjust Enrichment

The Plaintiffs:

- Received \$100,000+ in unpaid upgrades.
- Demanded an additional \$53,000 in rate lock penalties and escrow holdbacks.
- Tried to sue for possession of the enhanced home — all while hiding the fact they never fulfilled their own obligations.

This pattern mirrors textbook fraud in the inducement, fraud on the court, and constructive fraud:

“Where one party induces another to rely on false pretenses to his detriment, fraud exists even if technical elements are not all met.”

— Rich v. Fuller, 666 A.2d 71 (Me. 1995)

Conclusion of Section V:

The Plaintiffs and their agents committed perjury, concealed evidence, manipulated documents,

and weaponized the judicial system to pursue an outcome unsupported by fact or law.

The trial

court was not merely misled — it was hijacked by a strategy of falsification. Had any one of

these misrepresentations been disclosed pretrial, dismissal or sanctions would have been

mandatory. That all of them were ignored constitutes a severe breach of the court’s duty to

uphold justice.

#### VI. Application of Judicial Estoppel, Waiver, and Unclean Hands

The Plaintiffs in *Pierce v. Rinaldi* not only failed to meet their burden of proof — they did so

while repeatedly shifting legal theories, reversing sworn positions, and disregarding contractual

obligations. Under Maine law, doctrines such as judicial estoppel, waiver, and unclean hands

exist specifically to prevent this kind of abusive litigation conduct. These equitable principles are

designed to uphold the integrity of the courts and to ensure that parties cannot benefit from

manipulating the truth or violating their own duties.

This section demonstrates how each doctrine independently — and even more so in combination

— should have barred the Plaintiffs’ claims from proceeding beyond early motion stages.

#### A. Judicial Estoppel: Plaintiffs’ Inconsistent Positions

Judicial estoppel prevents a party from asserting one position in a legal proceeding and then

taking a contradictory position in a later phase of the same or a different case. The Law Court in

*New Hampshire v. Maine*, 532 U.S. 742 (2001), and *Linnehan Leasing v. State Tax Assessor*,

2006 ME 33, held that estoppel applies when:

1. A party’s later position is clearly inconsistent with its earlier position;
2. The earlier position was accepted by a court;
3. The party would gain an unfair advantage if allowed to proceed.

The Plaintiffs’ conduct satisfies all three prongs. Specifically:

- Verified Complaint: Alleged Defendant terminated the contract solely to make more money.
- Opposition to Motion to Vacate: Claimed Defendant was appeased by commissions

waived by  
the Realtors.

- Summary Judgment Opposition: Alleged the dispute centered around paving and escrow issues.
- Trial Argument: Claimed Defendant demanded an extra \$4,000 and walked without cause.

Each of these narratives is incompatible with the others. The Plaintiffs changed their entire factual and legal theories multiple times, depending on what was most convenient procedurally.

And in each instance, the court accepted these contradictory claims as valid — denying motions

without enforcing any standard of consistency or factual integrity.

By law, judicial estoppel should have barred the Plaintiffs from asserting any claim once their original theory was discredited.

#### B. Waiver: Plaintiffs Relinquished Their Rights by Conduct

Waiver occurs when a party, through its actions or inaction, demonstrates an intent not to enforce

a contractual right. In *Dep't of Human Servs. v. Bel*, 1998 ME 123, ¶16, the court recognized

that waiver can be inferred from “a course of conduct signifying a purpose not to stand on a right.”

Here, Plaintiffs waived their rights in several ways:

1. Failure to Extend the Contract: After the March 5th closing fell through, both realtors testified

they could have extended the contract. They chose not to.

2. Rejection of Monday Meeting Offer: Defendant asked to reconvene on Monday, March 8.

Plaintiffs refused, despite the Defendant believing this was a window for continued negotiations.

3. Silence as Misrepresentation: Plaintiffs let the Defendant believe he was lawfully terminating

the contract — then used that belief as a sword, rather than a shield.

Their own realtor, Andy Lord, admitted under oath that he believed Defendant had terminated

legally and did not try to correct that belief.

By these actions, the Plaintiffs waived any right to enforce the contract's closing date or claim

breach.

#### C. Unclean Hands: Bar to Equitable Relief

The doctrine of unclean hands bars a party from obtaining relief if they have acted unethically or

in bad faith regarding the subject of the claim.

“He who comes into equity must come with clean hands.”

— *Keyes Fibre Co. v. Maine Indus. Bldgs.*, 265 A.2d 718 (Me. 1970)

The record is replete with acts that bar equitable redress:

- Withholding \$100,000+ in unpaid upgrades
- Filing suit without complying with mandatory mediation clause
- Providing false testimony under oath
- Trying to enforce contractual obligations while denying their own

The Plaintiffs' bad faith is further illustrated by their concealment of post-trial real estate profits

and their failure to disclose their actual financial condition at trial.

When the entirety of a claim rests on misrepresentations and inequitable conduct, the unclean

hands doctrine prevents the court from rewarding it.

#### D. Compounding Effects: Multiple Doctrines Interlocked

Each of these doctrines — judicial estoppel, waiver, and unclean hands — is independently

sufficient to bar the Plaintiffs' recovery. But in this case, they intersect:

- Plaintiffs asserted contradictory legal positions (estoppel),
- While voluntarily relinquishing rights under the contract (waiver),
- And doing so with full knowledge they were acting dishonestly (unclean hands).

Together, these principles form a complete and self-reinforcing legal shield. Courts apply them

precisely to prevent what happened here: a party manipulating the litigation process by

discarding facts, shifting narratives, and seeking equity without having done equity.

Conclusion of Section VI:

The Plaintiffs in *Pierce v. Rinaldi* were not just mistaken — they were dishonest.

They

repeatedly changed their story, waived key rights, misrepresented their damages, and engaged in

behavior that the law views as disqualifying from relief. The doctrines of judicial estoppel,

waiver, and unclean hands are not obscure rules — they are core safeguards of fairness. That

they were not enforced by the Court further underscores how this trial was the product of

systemic legal failure.

#### VII. Complete Failure of Damages Proof

Under fundamental principles of contract law, a party alleging breach must prove damages that

are actual, concrete, and causally linked to the other party's conduct. In *Pierce v.*

*Rinaldi*, the

Plaintiffs not only failed to meet this burden — they presented no legitimate damages at all.

Worse, the trial record and post-trial evidence show that the Plaintiffs ultimately benefitted from

the failed transaction, rendering their entire claim legally and morally bankrupt.

This section outlines the applicable legal standard for damages, documents the Plaintiffs'

complete failure to meet that standard, and highlights the fraudulent misrepresentation of

hardship at the core of their lawsuit.

#### A. Legal Standard for Contract Damages in Maine

To recover damages for breach of contract under Maine law, a plaintiff must prove:

1. A valid contract;
2. A breach by the defendant;
3. Actual damages proximately caused by the breach.

— *Anderson v. Neal*, 428 A.2d 1189 (Me. 1981)

Speculative or hypothetical damages are not recoverable. The Law Court has made clear that the

burden is on the plaintiff to offer tangible, credible evidence of injury — not assumptions or

unverified statements.

#### B. Plaintiffs Offered No Tangible Evidence of Financial Harm

At trial, Plaintiffs claimed vaguely that they suffered financial loss because:

- They lost a favorable home purchase during a rising market.
- They had to search for new housing.
- Drew Pierce allegedly quit his job and faced hardship.

However, they produced:

- No documentation of rental costs, alternate home searches, or job loss.
- No evidence of having paid more for another property.

- No expert or appraisal evidence showing comparative financial loss due to market changes.

Plaintiffs offered only their own uncorroborated statements, which were repeatedly contradicted

by the record.

#### C. Plaintiff Pierce Profited Massively From a Subsequent Real Estate Deal

After trial, the Defendant uncovered public records showing:

- In June 2023, Plaintiff Drew Pierce purchased a comparable property for \$400,000.
- He later listed this property for resale with a \$350,000 markup, indicating a windfall of equity

well beyond anything he would have gained under the original P&S with the Defendant.

This revelation is devastating to the Plaintiffs' case.

They:

- Alleged injury from being “forced out” of a home purchase.
- Sued to recover the benefit of a deal they never paid for.
- Later bought and flipped a similar home for profit — concealed from the court.

This proves not only a lack of damages, but a motive for fraud: they sought to sue for breach in

order to leverage the equity in Defendant's upgraded house without compensation — and then

turned around and did the same with another property.

#### D. Requested Damages Were Incompatible With the Law

At various stages, the Plaintiffs sought the following:

- Specific performance (i.e., to force Defendant to close on the sale);
- Restitution of the house's equity (\$100,000+);
- Consequential damages for alleged housing displacement;
- Legal fees under a mediation clause they ignored.

Each of these remedies fails for at least one reason:

1. Specific performance is unavailable where the plaintiff breaches, or where the subject property is sold (as here).

2. Restitution for unpaid upgrades is impermissible under the doctrine of offset, especially when

the upgrades were denied and then proven via recording.

3. Consequential damages require proximate cause — and here, the Plaintiffs' refusal to perform

was the cause of the contract's collapse.

4. Legal fees under the mediation clause are barred because the Plaintiffs failed to mediate before

suing — a condition precedent under the contract.

#### E. Failure to Mitigate Damages

Even assuming the Plaintiffs had suffered some injury (which they did not), Maine law imposes

a duty to mitigate:

“The non-breaching party must take reasonable steps to minimize loss.”

— *Schiavi Mobile Homes, Inc. v. Gironda*, 463 A.2d 722 (Me. 1983)

Here, the Defendant offered to meet on Monday, March 8th — a window of opportunity to

salvage the deal. Plaintiffs rejected the offer. Their own realtor admitted that the contract could

have been extended, and that he chose not to.

This refusal to act reasonably bars them from recovering even hypothetical damages under

Maine law.

#### F. Concealment of Material Evidence of Profit

The discovery — post-trial — that Plaintiff Drew Pierce profited handsomely from a comparable

transaction is not just relevant to the question of damages. It constitutes:

- A fraudulent omission, given that Plaintiffs testified they could not purchase another home.
- A misrepresentation of material fact, as it directly undermines their theory of loss.
- A basis for sanctions or reversal, as it concealed evidence that may have changed the outcome of the trial.

This fact alone renders the Plaintiffs' entire claim dishonest — and the verdict (if any was rendered in their favor) a miscarriage of justice.

Conclusion of Section VII:

The Plaintiffs presented no admissible, concrete, or credible proof of damages. Their testimony was vague, unsupported, and later disproven by public records and financial documents. In truth, they suffered no loss — and instead gained. The court, however, allowed them to proceed with a case that rested entirely on a hollow, deceptive narrative of hardship. This is a failure not only of the Plaintiffs but of the judicial system's responsibility to enforce the most basic requirements of civil liability.

VIII. Systemic Breakdown: Why This Trial Should Never Have Happened

The case of *Pierce v. Rinaldi* is not merely an example of civil litigation gone awry — it is a case study in institutional failure. Every safeguard meant to prevent frivolous or bad-faith litigation was bypassed. Every procedural and evidentiary standard that should have filtered out a baseless lawsuit was ignored. And every motion that could have resolved the dispute early — saving years of time, expense, and trauma — was denied, often without explanation.

This section outlines how the judicial system failed at every level to discharge its core function:

to apply law impartially and to prevent the misuse of its own authority.

A. The Court Failed to Enforce Basic Procedural Requirements

At the most fundamental level, the Maine Rules of Civil Procedure were not enforced:

- Ex Parte Attachment Standard Ignored: Plaintiffs obtained a prejudgment attachment based on false statements and an affidavit against a company the Defendant didn't even own.
- Motions to Vacate Denied Without Rationale: When Defendant provided evidence that the ex parte order was based on fraud and perjury, the Court dismissed his Rule 60(b) motion with a boilerplate denial.

- Summary Judgment Misapplied: The Court declared — contrary to black-letter law — that Plaintiffs “did not need to present prima facie evidence” to survive summary judgment.

- Opposing Counsel's Violations Tolerated: Attorney Monteleone edited documents, filed factually impossible affidavits, and failed to disclose key communications — all without sanction.

These are not gray areas or close calls. These are violations of clear legal standards that protect the integrity of the judicial process.

B. Judges Abdicated Their Gatekeeping Role

The case was heard by multiple judges over its multi-year history, and each, in different ways,

failed to exercise their judicial discretion responsibly:

1. Justice O’Neil consistently ruled in the Plaintiffs’ favor without explaining how basic legal

standards were being met. He:

- Allowed an attachment based on shifting stories.
- Refused to hold the Plaintiffs accountable when their affidavits were contradicted by their own texts.

- Declined to rule on anticipatory repudiation or offset as dispositive defenses.

2. Justice Connors, assigned the Writ of Mandamus despite prior ethical concerns, dismissed the

constitutional emergency petition without explanation — despite it detailing a due process

breakdown.

No judge intervened to ask the central question: Why are we litigating a case where the Plaintiffs

admitted there’s no evidence of breach?

C. No Legal or Factual Basis to Proceed to Trial

Every motion filed by the Defendant prior to trial (and even during trial) showed that:

- Plaintiffs had no damages.
- Plaintiffs could not show breach.
- Defendant documented every decision, in writing.
- Witnesses were repeatedly impeached.
- The property had been improved with unpaid upgrades.
- The Defendant was deceived into signing rate locks and escrow documents under duress.

- The Plaintiffs had materially repudiated the contract and refused to mediate.

Had any single one of these defenses been properly evaluated, the case would have ended.

That none were is not merely poor judicial judgment — it is systemic failure. The very purpose

of summary judgment and Rule 11 is to stop this exact kind of abuse.

D. Weaponization of the Legal System

This case illustrates how the legal system can be used not to resolve disputes — but to punish

truth-tellers:

- A pro se defendant, without institutional support, proved perjury, fraud, and breach — and yet

was dragged through trial.

- The plaintiffs, with a team of agents and an attorney, repeatedly lied to the court and shifted

their theories with impunity.

- Judicial inertia, rather than analysis, became the driving force of the case.

By the time the Defendant prevailed on many factual issues at trial, the damage had been done:

three years of litigation, thousands of hours of labor, financial and reputational harm, and

irreparable erosion of public confidence in judicial impartiality.

E. A Case That Should Have Been Dismissed at Every Stage

Let us summarize the points at which the case should have ended:

Stage Reason for Dismissal

Ex Parte Motion False affidavit, naming wrong party

Motion to Dissolve Entirely new story at hearing; procedural violation

Motion to Vacate Proven perjury, no response to fraud

Summary Judgment No affidavit from Plaintiffs, no evidence of breach or damages

Rule 11 Motion Plaintiffs advanced knowingly false positions

Trial Readiness Plaintiffs admitted there was no breach evidence  
At every stage, the Court had ample cause — and indeed a duty — to stop the case. It failed to do so.

#### F. Broader Systemic Implications

This case is not just about one Defendant. It exposes structural weaknesses in Maine's civil

courts:

- Inadequate enforcement of evidentiary thresholds.
- Judicial tolerance for shifting claims and perjury.
- Lack of accountability for attorneys who mislead the court.
- Procedural rubber-stamping of pro-plaintiff claims despite legal insufficiency.

If this can happen in a well-documented contract dispute — with recordings, texts, and timelines

clearly favoring the Defendant — it raises urgent concerns about what happens in cases where

such documentation does not exist.

Conclusion of Section VIII:

Pierce v. Rinaldi never should have gone to trial. The evidence wasn't close; it was conclusive.

The Plaintiffs had no claim, no damages, and no credibility. The Defendant proved this in

writing, in motion, and in testimony. Yet the case proceeded anyway — not because of law or

merit, but because of judicial failure to act. This is a systemic breakdown that demands review

not only of this case but of the court culture that allowed it.

#### IX. Conclusion and Recommendations

The civil case of Pierce v. Rinaldi is not merely a legal dispute gone wrong — it is a rare and

deeply troubling example of what happens when the core functions of the justice system fail. It is

a case that tested every safeguard of the legal process — and found them all wanting.

From the initiation of a baseless claim, to the abuse of ex parte procedures, to the allowance of

shifting legal theories, fabricated evidence, impeached witnesses, and false testimony, the

Plaintiffs in this case exploited every procedural vulnerability the system allowed.

And at every

stage, the court declined to intervene, correct the record, or enforce the law.

Despite this, Defendant Anthony Rinaldi — a pro se litigant with no legal background —

succeeded in documenting the truth, exposing perjury, disproving the Plaintiffs' claims, and

establishing not just reasonable doubt but categorical vindication. The fact that this had to

happen at trial — after three years, dozens of motions, and overwhelming written evidence — is

unconscionable.

This final section summarizes the core findings and offers recommendations for systemic

redress.

#### A. Summary of Core Findings

##### 1. The Plaintiffs Had No Prima Facie Case

- No proof of breach.
- No legitimate damages.
- No valid financing letter.
- No extension or acceptance of performance.

- A clear and well-documented termination by Defendant based on the Plaintiffs' refusal to perform.
2. Plaintiffs and Their Agents Committed Repeated Misconduct
    - Submitted false affidavits.
    - Lied under oath.
    - Concealed evidence of profit and waived rights.
    - Misrepresented their own conduct in verified pleadings.
    - Sought specific performance and damages on a contract they themselves breached.
  3. The Court Failed in Its Gatekeeping Role
    - Denied motions without addressing legal standards.
    - Tolerated contradictory factual narratives.
    - Allowed edited documents into the record.
    - Misapplied summary judgment standards.
    - Refused to enforce the doctrines of judicial estoppel, waiver, and unclean hands.
  4. The Defendant's Rights Were Violated
    - Due process was denied by allowing multiple unpled claims.
    - Defendant's evidence was ignored or minimized.
    - Time, labor, and finances were wasted defending a case that never should have existed.
    - The judicial process itself was used as a weapon — not a forum for truth.

#### B. Recommendations for Oversight and Accountability

This case must not be viewed in isolation. It is a symptom of broader dysfunction in the civil

courts that demands oversight. The following actions are recommended:

##### 1. Judicial Review by Oversight Bodies

- Office of Program Evaluation and Government Accountability (OPEGA) should conduct a formal investigation into the judicial decisions, especially those made *ex parte* and at summary judgment.

- Maine Committee on Judicial Responsibility and Disability should review the conduct of

Justices O'Neil and Connors, including their handling of the fraud allegations, waiver doctrine,

and summary judgment misapplication.

##### 2. Bar Complaint Against Attorney Monteleone

- For submitting false affidavits, altering evidence, and advancing knowingly baseless claims.
- For using the court to harass and financially damage a self-represented party in bad faith.

##### 3. Rule 11 Sanctions (Nunc Pro Tunc)

- Should be pursued post-trial to address the cumulative misconduct in pleadings and false representations to the court.

##### 4. Referral to Media and Watchdog Organizations

- This case exemplifies how civil courts can be used to exploit the unrepresented.
- It should be publicized as a cautionary tale and used to advocate for reform in *ex parte* procedures and *pro se* protections.

#### C. Final Statement

*Pierce v. Rinaldi* is one of the most egregious miscarriages of civil justice in recent Maine

history — not because of complexity or legal ambiguity, but because the system ignored what

was plainly in front of it.

Every text message.

Every recording.

Every affidavit contradiction.  
Every contractual clause.  
Every misstatement.  
Every unproduced document.  
Every change in legal theory.  
Every unjustified ruling.  
Every missed opportunity to dismiss.  
All of it was there — and the system did nothing.  
In the end, it was the Defendant alone — without a lawyer, without resources, and  
without  
institutional support — who preserved the record, exposed the truth, and defended not  
only his  
rights but the integrity of the legal process itself.  
But it should never have been necessary.