

PART 1/3

Justice Daniel Billings 0:07

Mr. Rinaldi

Defendant Rinaldi 0:10

so couple things just going through the exhibits that we went through yesterday, Plaintiff's Exhibit. One was an attachment to Matt Dibiase's affidavit. So that entire affidavit should be admitted, not just the attachment to it. So when they submitted it, it was his affidavit with that attachment to it, and exhibit one appears to just be the attached from what I understand i could be wrong, but I would like, obviously the entire affidavit to be included.

Justice Daniel Billings 0:42

Is this something submitted in support of a prior motion?

Defendant Rinaldi 0:50

Do you want to

Attorney Monteleone 0:52

Yeah, I believe he's referencing an affidavit that was submitted to authenticate this document and a prior motion for attachment

Justice Daniel Billings 1:02

Plaintiffs positions on this

Attorney Monteleone 1:03

This is a out of court statement from a party that Mr. Rinaldi has not called as a witness, and accordingly, we would object to its use or admission into evidence.

Defendant Rinaldi 1:17

So he wants to submit stuff he got from Matt Dibiase under oath. That's my agent. Went to him, signed an affidavit under oath. He wants to submit evidence. He just doesn't want the affidavit included. I mean, it just seems like an incomplete record, and it would be only fair to have the entirety of it, considering it was submitted in the first place as an affidavit. Part of an affidavit, it just he's picking what he wants out and leaving when he doesn't. So just seems crazy not to have the entirety of the document

Justice Daniel Billings 1:45

Can I see the document your talking about

Attorney Monteleone 1:56

He's referring to Plaintiffs exhibit one.

Defendant Rinaldi 1:59

Yes.

Justice Daniel Billings 2:01

Oh,

Attorney Monteleone 2:10

additionally, he's raising issues, an apparent objection to Plaintiff's Exhibit one after the fact, after it's already been authenticated and admitted into evidence.

Justice Daniel Billings 2:18

Oh, well it's too late for that

Defendant Rinaldi 2:21

I'm not objecting to it. I mean, I want it to be a complete record. I mean, I'm pro Se I'm doing the best. I assume that that was a complete record, but I'm looking on the sheet and it wasn't. I mean, it just seems unfair to have half of a record.

Justice Daniel Billings 2:36

And what's the significance of what your

Defendant Rinaldi 2:38

well, Matt Dibiase nothing in his affidavit is truthful. So, I mean, he wants to rely on something in his affidavit, but he wants to leave out the affidavit, which has all been proven to be false,

Justice Daniel Billings 3:00

objections sustained

Defendant Rinaldi 2:57

thank you. Okay, so yesterday I had Drew on the stand he authenticated the verified complaint, and we went over that, and I'd like to submit that as defendant's Exhibit B,

Justice Daniel Billings 3:31

Council

Attorney Monteleone 3:32

Object to pleadings being submitted as exhibits evidence, but certainly would stipulate that they are on the record and available for the court to state judicial notice of

Defendant Rinaldi 3:46

I mean, I get that they're on the record, but, I mean, I question him about it. They were prior inconsistent statements, and it's their original complaint. it's kind of weird that he's objecting to his original complaint

Justice Daniel Billings 4:03

To the extent that statements were highlighted during cross examination. of Mr. Pierce's prior inconsistent statements, are on the record and part of the evidence.

Defendant Rinaldi 3:49

I'm sorry I missed that last part.

Justice Daniel Billings 3:57

I said, to the extent that prior inconsistent statements were highlighted during the examination, of Mr Pierce that's all on the record and is part of the evidence of this case, but that doesn't make the entire document admissible,

Defendant Rinaldi 4:36

but it's self authenticating. It's his original complaint. I get basically everything I've tried to submit I've gotten denied on it just seems I don't understand why, though, like, I don't get that.

Justice Daniel Billings 4:56

I just explained it

Defendant Rinaldi 5:30

So before I begin I'd like to just address the court if I may. So this morning, when I woke up, I was in a panic just a nightmare There's no text, emails, recordings from them that legitimately support their case, and they're the plaintiffs. Justice O'Neill, I filed 50 motions. He didn't read any of them, or not necessarily read any, but he just wouldn't even address

any of them. And he kept saying over and over again, you know, the fairest thing to do is go to trial. You'll get to present all your evidence. They get to present all their evidence. You get to present all your recordings. He said that in open court you get to present all your recordings, and gets to present his. And then we'll figure out what the truth is. He said over and over again, and then when you took over, you kind of had a similar sentiment that, let's go to court, let's see all the evidence and let it, let it lie where it may so I am, you know, at the end of the day, the record has been established. You know, this case is history, and I am, I just a little frustrated because the recordings yesterday, you said the recording has been around for three years that he has never objected to at all in three years, it's been in multiple filings most of them that were important, he never objected to it at any point. And then, you know, I'm going to mention it. And again, the court's position is, and as it should be, is they want to get to the truth. Now, I documented and recorded what happened between the parties that doesn't get any more truthful than that. That's great evidence that the court should welcome, not, you know, suppress it so like it was just at no point. And then I looked up the rules of evidence, and recording are the absolutely admissible, and all that it needs to be is relevant. And those recordings are extremely relevant. They speak right to the recordings of the issue, and so anyways. And then as to the other recording, I didn't blindsight him. I have I found the file activity. I did submit it on time. It took a while to upload, but it shows that. And yesterday, I could barely keep my eyes open. I did say the previous day but I was out of it, and the reason I didn't bring that recording up before because I already had a mountain of evidence. I didn't want to continue to bombard him with more evidence. Plus it's just a big mess that recording So I didn't think I needed it. But then, when I was being questioned by you and him about there's no proof of upgrades. There's no proof of upgrades. And then I went through those and listened to them, took the time, and so the four o'clock deadline. Was a deadline that I offered up four o'clock, but I offered up, I can have them by tomorrow, and I would have had them to him on time. But he said, You're not welcome here, and he's already been able to get the police to take my first amendment rights So all I could picture in my head there, is I'm going to drive there, I have a court date in August for protesting, legally protesting. So they took my sign and everything, and all I could pictures was I'm driving there and get arrested, because it wouldn't be the first time. So yeah, I it just, I'm like, Oh God, here we go. This is just, so I'm like, I'll just send them It took a little while to send but i sent them on time, and it's not that's not being blindsided, that's and it's nothing new in those it's all the same sentiment. And he continues to say, Rinaldi yeah, you just turned over discovery that helps you. You mean all the discovery, all the evidence, helps me Yes, it does. That is correct. And then before, on the first day of trial, before I tried submitting the Craig mathison's text between Andy and Craig, as well as text between Matt and Andy, Andy authenticated them. He laid the foundation. Everything was good, and these are the only papers I got from him that meant

anything in discovery, he objected to everything and would not turn over anything, including text messages, which they were told to and still didn't. And I laid the proper the foundation. These speak prior, consistent statements. They are. They speak exactly to the breach. These should have been admitted, and for some reason they weren't, which I don't fully understand, that I'd like to possibly revisit that but and then yesterday, when I filed for a rule 50 motion and you denied it, I'm like, What are they gonna like? They didn't presented any evidence, Drew doesn't have personal knowledge of the event. And Andy. He, you know, has basically lied about everything He said, so I'm like, what are they going to do? I'm like, they're going to have to come up with something. How's that possible? And then at the end that, you said, a rebuttal witness. He didn't even offer up wanting a rebuttal witness. He had two days to present his case. I only get a day, plus some and some of that is due to me, because I was really out of it. But I did tell the court I couldn't, I had to work, and they scheduled it anyway. So so just it's like, so he'll get involved with it. So he presents his case and I present mine, and then after all that, he gets to bring someone else in blindsight me that's blindsided me. I don't understand how that would be fair in any way, shape, or form. So I would just like to possibly revisit this, because this evidence should be admitted. My recordings were sent to him in good faith, sent to him on time he abused discovery. The reason I didn't turn over those things then was because when he filed this complaint, he filed a complaint. We filed a motion to dissolve. We went to the hearing. I was blindsided. We were blindsided. He came to the motion to dissolve, attachment hearing emergency motion dissolve with a whole new story with all these new affidavits. Those hearings are supposed to be about the original attachment. My lawyers brought it up to the judge, and he just didn't really address it. So then after that, I let my lawyer go, and then I'm writing and writing and writing him, and he ignores me until the day discovery ended January 28 2022 he on that day, he wrote the court and said, I can't get a hold of him. And then set really quick deadlines for discovery. The whole time I was trying to get a hold of him, so I called him out. I'm like, You're lying to the court. And so he pulls it back, files a joint motion. But again, he didn't need discovery? Filed a short deadline for discovery. Again, didn't need discovery. It wasn't till I filed summary judgment that he, all of a sudden needs discovery. And so I'm like, No, you objected to all mine. I'm going to object to all yours because you had, it's been 18 months. You still haven't even you said it to the court. You don't need discovery

Justice Daniel Billings 11:48

You can't objects to providing something and show up and use it at trial

Defendant Rinaldi 11:55

No, so his request wasn't for that, that particular thing I just objected to turning over any documents, as unduly burdensome. I'm not objecting to a document or anything along those lines. I again, I have a mountain of evidence. I didn't even need that stuff. But then when you guys started questioning me, I'm like, alright, well, let's see if there's anything else there. It's just like a rebuttal witness you know, like you guys came up and said, you know, this, this and this. And I'm like, I'd like to fill those holes that I can. And I did. I found, and those recordingt Most of them are garbage, besides a few spots. And again, one of the ones with Andy and I speaking directly to the issue. That one we did bring up or didn't go through yesterday. But then the other one is a meeting with everyone involved. And it's just like, you know, again, I submitted what I was supposed to and I didn't. I'm not Blindsiding him in any way shape or form. So, I mean, if anything, and this is, this is pretty overwhelming, how much I have against him but I haven't been able to submit any of my evidence other than, I think, one document. And, yeah, I just seems everyone kept saying it's the fairest thing to do is go to trial. This doesn't seem very fair that I can't present my side, and I didn't get to subpoena witnesses I had to work during this. I mean, it's been, it would have been nice to have a fair shake at this, you know. But, I mean, it is what it is at this point. But I just, I would request that all the audio evidence is, yeah, I read about it, you know, while I was, when I left here yesterday, I mean, the court normally welcomes that, that's, that's the truth, right there testimonies and that can be unreliable. Memories can change. That is what happened. So you know, if the court wants to get to the truth, I don't see why's they wouldn't want that in there. And not only that I am, I've acted appropriately this whole time, I've done everything I'm supposed to, you know, I spent the time to do my due diligence. I've tried not to waste the courts time. All I ask is that I get a fair shot to present my evidence and let the chips fall where they may. So that's it for that.

Justice Daniel Billings 13:58

Well, the way evidentiary rulings are made is in the moment with with the witnesses, when you try to offer the evidence in regards to the recording, the record is clear that you never provided the recording that you tried to offer yesterday, that had never been provided to the defendant until the middle of trial, or had never been provided by the defendant to the plaintiff until the middle of trial.

Defendant Rinaldi 14:29

In response to me getting called out on those things that's how it works, though, like that's like a regular witness, right?

Justice Daniel Billings 14:35

No that's not how it works Your discovery Request that I understand you objected to, but he made a discovery request that would have encompassed that report you don't get to not provide it. What people do all the time is they make objections, and they say without waving the objection. And here's the stuff that I think is relevant or should be provided. And if you provide that, you then get to use it. If you haven't provided it, when there's been a discovery request that would have encompass that I am, you don't get to show up at trial, and for the first time, provided to the other side.

Defendant Rinaldi 15:27

Um, so he objected to any of my questions about Andy Lord, and said he's not involved with the case, and so he shouldn't be able to use Andy Lord if he's objecting to my request regarding Andy Lord, and he's telling, he told the court, he told the court that Andy is no longer involved. He's no longer part of this case, and I can't answer questions about Andy Lord and and then he's here presenting Andy Lord So I mean, he objected. So if that's the same thing for both of us, then Andy Lord shouldn't even be included.

Justice Daniel Billings 15:54

You Didn't raise that when Andy Lord was called as a witness number one. But there's a difference between an out of court statement, and someone who is here testifying in person and subject to cross examination (JUSTICE BILLINGS DOESN'T CARE THAT ATTORNEY MONTELEONE LIED TO THE COURT ABOUT ANDY LORD AND THEN BASICALLY SAYS THAT WITNESS WITH A HISTORY OF LYING IS BETTER EVIDENCE THAN A RECORDING THAT DOCUMENTED THE ACTUAL BREACH)

Defendant Rinaldi 15:54

I'm good with however this lies, because this, it's going to go down in history. And, you know, I can hold my head high and know that I did the right thing, and that someday this will be, you know, will be part of the record, part of the you know, people will know because

I, I, I just, I'm just, this is wrong. It's not fair, and it just sucks, really does, because I spent a lot of my time on this, and I really just wanted to be heard the whole time. Just haven't been, and I was told that at trial we are going to see all the evidence, and I didn't have time to prepare, because I have to work, and now I'm getting, you know, it held against me. So it just feels like because I've not been able

Justice Daniel Billings 15:54

Well first sir you did have time to prepare, you had dates for trial in June.

Defendant Rinaldi 15:54

Yeah,

Justice Daniel Billings 15:54

so apparently you wouldn't have been prepared for those dates

Defendant Rinaldi 16:00

but I filed a motion for 12(b)1 that should have stopped everything. So I didn't think that that was even possible, that we could go to trial, because the court doesn't have jurisdiction until he proves otherwise. I really didn't, and I've been working 24/7 for last few months. I'm trying to move to Tennessee with my son for baseball. He's the best baseball player in the state for his age, and he's going to be trained by the same people that train Paul Skenes. And so I've been working around the clock trying to make that happen. And I've just burnt so much of my time on this I'm burnt out, in a way, but at this point, I mean, I'm not gonna let it go, but I just needed to focus on work. So I didn't think that trial was even possible. I really didn't. I thought when I was gonna get here, you guys gonna just default me or something. So anyways, as to you

Justice Daniel Billings 17:55

Do you wish to present additional testimony (JUSTICE BILLINGS DOESN'T ADDRESS A SINGLE THING BROUGHT UP BY THE DEFENDANT)

Defendant Rinaldi 17:58

Yes, as to these with Andy Lord Matt Dibiase texting Matt and Andy, and then the Craig Matheson. Andy layer the foundation. I presented him. He objected to him. This came from him to me. It's the only thing I got from him that actually matters. That's literally it, and I presented it properly. I just asked that the court allow this in It just seems weird that the two pieces of evidence that have helped me the most are objectives to and I properly submitted them, and they are prior inconsistent statements, and they speak directly to the breach, exactly what's happening between the parties involved, his parties, his witnesses So I just can't just, I just don't see how this wasn't admitted if, if the August 5 email with my with my realtor, is accepted, you know, because you said it's pretty broad, then this should be accepted, considering it's , very important documents, and I properly laid the foundation. So I just would ask you to revisit this and just see if this can be admitted.

Justice Daniel Billings 19:04

What was, what was the objection on this? Mr. Monteleone

Attorney Monteleone 19:07

above all, it's unclear to be exactly what documents we're talking about. Mr. Rinaldi has a pile of documents in his hand here. Each one, however, was was discussed in detail and was identified that at the time there's either inadequate foundation or there was a, there was a there were hearsay statements that were in admissible. If Mr. Rinaldi can present additional foundation in order to meet the rules of evidence in order to get their admission, then certainly he has the opportunity to do so. Otherwise, this is a question that's been presented to court, and it has been ruled on by the court as being unaccepted for admission

Defendant Rinaldi 19:52

I laid the foundation, proper foundation. Andy lord said, yes, these are real. They're between him and Matt and him and Craig. So they've been authenticated.

Justice Daniel Billings 20:05

Um, were they being offered as prior inconsistent statements by who?

Defendant Rinaldi 20:13

Um So Andy when he establishes that

Justice Daniel Billings 20:14

answer my question were they offered? Do you suggest they're prior Inconsistent (ANNOYED)

Defendant Rinaldi 20:15

between Andy and his

Justice Daniel Billings 20:15

whose statements were inconsistent? (ANNOYED)

Defendant Rinaldi 20:16

Andy's

Justice Daniel Billings 20:18

Well, again, this isn't how it's supposed to work. You're talking about something that happened, four days ago, and (ANNOYED)

Defendant Rinaldi 20:23

so none of my evidence gets admitted, even if I do it right. I mean, this just seems not right, that I can't I get I understand that, but, I mean, I just don't see how this is fair. I literally laid the foundation. I did everything right, and he objected, saying, here, say, but this is a business record, prior inconsistent statements. I brought that up, and for some reason it didn't get accepted. It was just, I just want this part of the record I have, I think, one exhibit,

which is the front of the house. I really want this to be part of the record, especially considering, you know,

Justice Daniel Billings 20:55

The court already ruled bringing it up days later, when the witnesses no longer here. There's not appropriate.

Defendant Rinaldi 21:04

Well, I mean, it addressed it when it happened. I don't know how it could have done it differently.

Justice Daniel Billings 21:10

I ruled

Defendant Rinaldi 21:11

Yeah. Okay, so then also, the rebuttal witness thing. He had two days,

Justice Daniel Billings 21:17

yeah, it's in the rules

Defendant Rinaldi 21:17

but he didn't ask for it. Your the one that brought it up it was weird

Justice Daniel Billings 21:21

Because it's in the rules, and I wasn't going to use. And again, you've probably used, we've wasted more time. I don't even know whether he's going to the only point to that was that wasn't going to blow all the time. And then he wants to call his client for five minutes to respond to something that came up for the first time during your testimony. It's in the rules

that the plaintiff has the ability to call a rebuttal with it's a narrow rule. It has to be actual rebuttal of something that came up for the first time in the defendant case. Okay, the only reason I brought it up was when planning time for today, we didn't lose the job I do. We spent more time talking about it than we will probably ultimately be used.

Defendant Rinaldi 22:09

I understand that. I apologize. I'm just frustrated with this process, frustrated with this I just don't feel like I should be here, but I will Move on. This is for yesterday,

Justice Daniel Billings 23:31

you're calling yourself as a witness

Defendant Rinaldi 23:31

Yes

clerk 22:09

Do you solemnly swearing that the testimony? Is the truth the whole truth and. Nothing but the truth

Defendant Rinaldi 23:31

So I'm Anthony Rinaldi I own southern maine construction, I've been building with my dad most of my life, but I've been doing this for like 17 years. This property is something I bought. I used to own a bunch of apartment buildings in New York, and I sold my last one. I used the money to buy my backhoe dump truck and this land with the hopes to, you know, build my way up to building spec homes. I built a house, next to Matt Dibiase's house it's almost identical to that house. Well, very similar to that house, and it sold a year ago from 1.1 million, pretty much the same, same house. That's how I hooked up with Matt. I told him I have this land and I'd like to build blah, blah, blah. And so, you know, this build was an accumulation of 15 years of hard work and, you know, it was really was supposed to be that turning point where I then moved on to building more and more and more. And it ended up being this nightmare. And, you know, Drew says, you know, you know, this ruined his life

and this and that. I mean, it's, I feel bad for him, because I think he's a victim, but He clearly doesn't feel bad for me. It just seems kind of crazy to think that, you know, if anyone's the victim it's me I mean, I own the land out right? I busted my ass. I slept in my van. You know? I didn't do. Anything wrong besides be a good carpenter, and I was bullied at all ends, but nonetheless, when they came in, we had a good conversation. I liked drew I thought he was good guy, still, still kind of do. I mean more I think about i don't know why I'm being nice to him, considering he's suing me, but nonetheless, you know, they came to the house, we did talk about stuff. We did talk about, but we did say, you know, this could take till spring as long as you build it right, don't cut corners. And so, you know, the fourth bedroom, that fourth bedroom, the bonus room is almost as big as the entire upstairs. It's large. It's got crazy angles. That's a huge upgrade, huge. So, I mean, it's just foolish to think that I'm going to just volunteer to because you got flooring drywall, electrical, you got painting, you got so much involved. Trim Work it's legitimately a large undertaking. So it was, I wasnt supposed to be finish it how I wanted, in, like we go, you know, I try to use better materials if it's going really well, you know, I'll use, you know, higher materials if I can, but not like the square footage of the house. I mean, obviously and covid at that time is bad. There wasn't like crazy lines back as we progressed. We had lines at Walmart and Home Depot that were legitimately, I mean, I don't know if you could get something small. I'd be there three, four hours. It was insane. I mean, you guys all remember it, so that was in the height of it I had when Derek's Rays crew came in. This guy, Bob, a painter who just the worst painter ever, was nuts about masks and stuff. And it was this huge deal. And it just, I mean, the delays that happened. I mean, are happen all the time. Never mind this type of environment and someone who's new to managing this type of thing, not new to building, but new to this. So they were all well aware of that. Andy's the one who put the contract together. He's the one with the November deadline. I didn't say it he didn't say, hey we want this to be done. I said, November. He did it. I signed it, thinking, I thought Matt had my back. I did. And, I mean, looking back, it's pretty clear he didnt and he was looking out for Andy and Drew, and in some of the recordings hes coming at me and stuff, he's legitimately coming at me on Drew behalf. You know, Andy acted like a dual agent. So, yeah, none of this went how it should, and all of them should be ashamed of themselves. I got bullied. I got taken advantage of. I got it was just insane, I mean, and during the time I saw Andy, I actually really liked Andy. I thought he's trying to help. So they were playing good cop bad cop, I didn't know, until this was over, and I finally got some rest and really could see it. I was they had me literally. I mean, I really, I really was hard to see at the time, because I was just so so stressed and so much anxiety that I just, I didn't know what was what and and Andy. I mean, one of those we talk and, you know, it's all nice to me. The very next day, he's sitting there screaming at me, and it just shows you the contrast of, you know, how he manipulated me, you know, and in the beginning with the upgrades, yes, they weren't part of a lot of the end. But you

understand is we already hash that out. And, I mean, I tried and they, they, I mean, they're very they're salesman, so they're good at that type of stuff. And then you couple that with me being too kind. I always been trying to get taken advantage of way too much, trying to change that. It's annoying, frustrating, and and me being not liking confrontation, you know, I, you know, yes, this lawsuit is, is, honestly me, it's like the straw that broke the camels back. I'm just done being taken advantage of. I'm done being it's just exhausting and it's not right. And so when Andy came in, and he was again, a new realtor, so he came in, you know, I do think he was just trying his best to get what he could for his client but I mean, he didn't really want he wanted me to take all the doors off after closing and bring and put new doors on. That's a crazy ask. I mean, it really is. You're talking a lot of doors. Anyways. So after we signed the contract, and again, that August 5th email, that email that they had Andy made the contract, they keep bringing that up. Why don't you put that in contract? He could have easily done that. It just seems insane to me that they want to talk about that, but they don't want to mention the fact that he chose, consciously chose not to include that. But then they want to say to us, you know, you know, but that's the binding one. And when they filed their lawsuit, they didn't even use that contract. They used the original one. So nonetheless, that's, you know, months later. But anyways, after we did sign, I remember talking to Matt. He said, got an offer. I saw it, saw the price, and I saw a picture of the house with square footage, and I was disappointed. I wanted to build a larger house, more extravagant. Everything, and then I was told by either Andy or Matt that they can't afford financing More, which is funny,

Attorney Monteleone 30:05

Objection to statements of statements of Mr. Rinaldi's agent to Mr. Rinaldi are hearsay and inappropriate evidence. And move to strike

Justice Daniel Billings 30:19

Objections overruled its apparent from the context of what Mr. Rinaldi was saying that's being offered for the effect on risks are not necessarily you may proceed

Defendant Rinaldi 30:26

Thank you. So I didn't catch at the time, but, like, they did say that, but then, I don't know, It's a lot going on. I mean, this is a big deal for me, and so I'm used to just building not having to deal with all this other noise. I'm good at that, and I like to be left alone, and I'll

hammer away so and I do. I don't get anxiety that much anymore. I'm training my son and trying to him. I tell him all the time, you to choose who you get to be, and rewire his brain and help him do things he's looking at me like, why don't you do this? Yeah. Sorry. So nonetheless, I just issued that up. I should be better at Hope. But anyways, so after we signed, I'm guessing maybe two weeks in, it's pretty quick. Drew, I mean, Drew, he's never Drew. Drew had never asked that I'm aware of, other than the pipes being moved, it's always ending. So he was always face to face, because he was there a lot. He was there a lot, but he was there as usual, many times. And he said he definitely want the bonus room done. And I'm like, That's I means it's a lot of square footage it's a big room, you know. And with the Didonatos that was under contract for 385 and the bonus room wasn't to be finished. And he was helping me building it, he was clearing the lot he's a good friend of mine from high school we grew up together. Great guy. Unfortunately, the foundation happened, and, you know, he couldn't, he needed a house so, so nonetheless, and it comes up several times. And I think the third time it came up, he just jumped down my throat like that. Oh, it's taking too long. Blah, blah, just and he is, he's an intense guy. He's very good at it and he can be manipulative. And so I, I kind of just dropped it at that point. Not that I it's not that I didn't want those to get paid for it. I just, it just gave me anxiety So, but I did ask Matt. Matt said he but Matt was never around, never involved, didn't answer my phone calls. So it's really just me dealing with Andy directly. And so the few times I did bring it up, it just got shot down, and it was brought up, you know, again, but again, by the time that, you know, this happened, the embezzlement happened, not embezzlement that the money issue happened and these other things. So at that point, my focus was on that, because that was a big deal to me too. I was really upset. So I wasn't really thinking about that fully. It was more like, you know. So anyways, after that, as we keep going, they're aware that I'm Andy Matt. Everyone's aware that I am building this pretty much alone and houses. I mean, this is not a normal house. It's got quartz veneer outside, LP, smart side, PVC trim. It's got massive peaks up top, and it's just empty. There's just looks. And I mean, this house, after I sold it, they turned around and sold it for six something. Now it's estimated to be valued on Zillow for 750,000 it's a nice house. I drive right every day. It's beautiful. It's not a cookie cutter house. It's very difficult to build, especially single handedly, what I did there was nothing short of amazing. And, you know, looking back, I don't even know if I can pull it off again, but I slept in my van. I stopped in the house while being finished, and I didn't even see my son for a while. And that's big deal for me, because I'll talk about that, because I yeah, just like I made sacrifices, and it was supposed to be something huge, and it turned into this huge nightmare, and then I'm voiceless for three years. So I this is just so wrong. I am so I just, it's so wrong. Like, I did nothing wrong here. There's so many should be, you know, shitty carpenters that just, yeah, there's a lot of them out there. I'm not one of them I'm actually a contractor that cares, and

I tend to overdo it. I tend to be too nice, and that's why I actually why I don't do residential anymore, I work for central Maine med They value me. I give them a good deal. They don't question my bills. It's a great relationship. And I'm doing 27 bathrooms right now a retirement home

Attorney Monteleone 34:21

objection relevance,

Defendant Rinaldi 34:23

my background in building, my profession that he's been attacking it. So I'm just telling you what I do for a living. You know, I was obsessed with construction at one point where I just wanted to know everything about it. I'm a geek at heart. I like to read, you know, you know, I'm like, straight As in high school and college, and I understand building, and I build really well, granted, sometimes I might be over zealous about the timelines that may be true, that I thought I could get finished, and that stuff does happen so but Andy and Matt and all them, they're claiming to be the experts. Claiming that they've seen builds, if they have, they should have told him this might take two years to build with one person. That's it. Most people, it's a massive undertaking, massive and I did have help at times a little bit, but for most part, it was just me. So anyways, fast forward. We're down around December. Things were come together really well, houses believe that there's snow everywhere, constantly snow everywhere, constantly had to heat the house, house building in the winter is difficult, very difficult. So anyways, Matt got hold of Lincoln, and so they got hold of me, and Matt was very involved with them, which I don't believe is supposed happen. But again, I was new to this, and Matts the one who got me, connected me with them. And anyways, so I get a call from them, and they're basically saying, you know, I've always welcomed them to help. You know, you've done well we wanted to help you get to the finish line, so I was all for it. So Derek Ray came in and he presented himself as a expert builder, which, come to find out, he's not. He doesn't even build anymore. So he's a realtor at landing, and he brought his crew, and I was told this is what it is. I even offered to help him finish his house because I was, like, really appreciative. I thought it was a good deal. I didn't realize what was going on fully. Anyways, coming to February, into January, the rate lock, So the rate lock, I was told, sign the extension and again. As you can see, I run around with my head cut off a little bit. I've always been so I would just say, he said sign the extension. I pick my phone and clicked. And they're very easy to click. Granted, I will never probably sign something without reading it again. But I did click it. Didn't know what the rate lock was, it didn't say it,

It said extension. And so then in January, I get, Andy comes to the house. I'm in my backhoe with the electrician, and we're digging up the culvert, like the culvert area for the underground, the electrical. And so he knew I was busy. I had my hands full, and so I jumped out in my backhoe, talked to him for a few minutes, and then he left, and then he left, like, five minutes after he left I'm in my backhoe, you know, digging dirt up, he text me, signed extension ASAP, in bold letters, capital letters, and I saw it and I'm like, Alright, so I opened the phone try to do it. It didn't let me, and I just got this, something to feel right, so I read it, and it said in the bottom seller to pay \$500 a day. So, so that would have been \$500 a day. You're talking about another \$20,000 I would have paid them on top of rate lock I'm getting punished. And there's no evidence, none, that they presented, or anyone presented, that there was even a conflict between us. I was doing my best. There's nothing more I could have done to get that house finished faster. I was not seeing my son. I was working upwards of 80 hours a week. I looked like Charlie Brown, and I legitimately was just a man on a mission. I was locked in and I was going to get that place done, and I did. And so it's just, I mean for them to say, Oh, the rate lock was done as like a to compensate him for being, not being able to finish the house. Everybody knew that house wasn't going to be done in November I remember granted, I should have, should have. I trusted. Man, I assumed. And again, I'm usually just building. I'm usually not dealing with any of this stuff. So you sign it. He's got, got got an offer. I looked at it, signed it, and just didn't think anything of it. And I do know that America, the houses I built, they were abstentions every time. It's very common for I understand it with building, because you have all these moving parts. Now we know a lot more about the whole big picture now that you know one contractor, one one sub is delayed. They're all delayed. So it's very easy to, you know, unshake on top. I mean, we couldn't get PVC pipe. I had to, I don't know where I had to drive a PVC pipe. We couldn't get, I couldn't get two by six windows. I get two by four windows and build extension jams. That takes forever. That wasn't something I knew when I signed the contract. I mean, there were things that were so delayed because we just couldn't get the product. We also had these meetings all the time, these launches all the time, which added to it. And then Derek graced you a lot of their work. So yes, it took till then, but most of it wasn't on me. You know, I was doing my best and everything I was supposed to. And again, Matt and Andy. They're the experts in this field, and they're not going to tell their client this kid's not going to be done by November. It's not going to be close to NovemberAnd then Drew gets up here and says he quit his job. I don't know how you're financing after quitting your job, normally you can't get financing. If you quit your job, you have to have a job to get financing. So and again, I don't see why they would quit their job without knowing there's a close date. I mean, this house, when you watch a house being built, it is controlled chaos. I mean, you have to clean. You have to clean the moment that efficiency starts to drop. But for the most part, it's a little chaotic. It's a little crazy, and it all comes together quick. So

you could be there a week prior and be like, Wow, this thing's. Nuts, and then a week later, it's done. I mean, that's just how it goes. It's normal. It's how everyone does it. So there's some that are better and worse, but that's the name of the game. So Matts been doing real estate for a long time, Andy had just started but I'm pretty sure he has knowledge in that field. I mean, anybody could have looked at it and said, there's no way you're gonna be finished.

Justice Daniel Billings 40:22

Why did you say that why did you sign a contract

Defendant Rinaldi 40:25

I did

Justice Daniel Billings 40:25

at the end of the day? What does that have to do with what happened?

Defendant Rinaldi 40:29

Well it just keeps getting brought up a lot, that's why I signed the rate lock

Justice Daniel Billings 40:31

You signed a contract saying you would have the house done

Defendant Rinaldi 40:34

I understand But I didn't offer that up. They created the date.

Justice Daniel Billings 40:37

And you could have said hold on I'm not going to be done by November

Defendant Rinaldi 40:40

but again, I trusted that Matt would have say, Hey,

Justice Daniel Billings 40:43

You saw the date. Why would you sign a contract if you knew you can't do it

Defendant Rinaldi 40:48

I hired Matt. I assumed he did. Looked at and said, He said, sign the contract like I again, I know, looking back, I should have, but at the time, I know extensions. I didn't even personally, I think about it at that time. That's the honest truth. But I trust that Matt had my back

Justice Daniel Billings 41:05

You say you did think about it. You see, you quickly blame everybody else for this. You're the contractor. You're the guy. If they're proposing a date you can't meet. It's up to you saying that's not a reasonable day. I can't do that.

Defendant Rinaldi 41:19

Yeah, I understand. But also, Matt, I did hire Matt to, like, he's the contract, he's the one who does those negotiations. It kind of, you know, and also, too, when Andy came in, I thought that them both being from Landing was a good thing. I thought that I was, you know, safer, if anything, because they it was all landing, it was all our team, you know what I mean, like, so when they first came in and again, like when we talked at first day, it was said, you know, you can take until spring to finish this as long as you don't cut your corners and It's built right. And I did build it right. And then they tried to use anything and everything to come at me and try to get more out of me or whatever. And that was one of the things. And yes, you right. I should have read that. I should have spoke up. That's a valid question. I'm not trying to blame him. I'm just trying to explain, you know, why it happened? And the honest truth is, I didn't pay any attention. I was just focused on building the house. I really was. That's what I like to do, and that's what I do. And I did. I thought that Matt had my back

and I thought that Andy being from landing was actually a benefit, like we're all the same team type thing. So So anyways, so the rate lock happened, and then in January, they tried to get me to sign the \$500 day thing. And that was my realtor, too, him and Andy both tried to get me to do that. So you have my realtor trying to con me into signing something \$500 a day is massive, and there's no evidence of me doing anything wrong at that point, everybody's happy. Everything's going really well. So So anyways, then in February, the possession prior to closing, we'll go through the text, but I got a message sign, sign the thing to put the pod on the property. That's what I did. You know, I signed it and there's no consideration. And he says the consideration is to keep them around, but hold on the house is worth so much more wouldn't I just want them to go away, like if they're going to, if I don't sign this possession thing, they're, they're going to, they're going to walk away. I, I if they're saying it's true that I was trying to get more money I knew about the market, I should say, Alright, sounds good, walk away. I will sell it to someone else. So it makes no sense I'm giving them consideration when everybody's aware of that

Justice Daniel Billings 43:13

I've heard this from you before Why does this matter? What does this have to do with?
(ANNOYED)

Defendant Rinaldi 43:21

So he said,

Justice Daniel Billings 43:21

Not going to closing? (ANNOYED)

Defendant Rinaldi 43:22

Well, Im trying I'm getting there, but he brought up the possession prior to closing addendum that that was consideration for delays when it was just simply he wanted to I was fine with him putting the pod on the property I had no issue with that I helped him move this up in the garage. Also, Drew was up here crying and saying his life was ruined It's like, why would you quit your job? Why don't you wait until the closing is ready to do it, and you just so he's just sitting around like waiting for the closing, and I'm busting my ass, and

he's the victim here. He put down \$3,500 I feel like he was played to some extent, but it kind of last night, not last night, because I was sleeping but yesterday. It's kind of like I'm annoyed that he, I'm trying to be sympathetic to him, and trying to say, I feel like you're and he's, he's not that way towards me when I mean, he's not the victim here, like he put down 3500 he visited the house very few times. The house was already under construction and and then they didnt honor the contract. So anyways, I'll keep going. Okay,

Justice Daniel Billings 44:27

hold on, how did they not honor the contract and when you say that How did Mr. Pierce not honor the contract

Defendant Rinaldi 44:33

Well, his agent demanded upgrades. Didn't pay for them. They both. They bullied me. They
(CUT OFF BY JUSTICE BILLINGS)

Justice Daniel Billings 44:39

was there ever an amendment to the contract for Mr. Pierce to pay more than \$385,000

Defendant Rinaldi 44:44

Yeah but that's unjust enrichment. You ask me to do additional work. You should, it would be fair to expect them to pay for it,

Justice Daniel Billings 44:52

and you would think the contractor would say, when somebody demanded, demanded upgrades that are outside the contract, the contract would say, Okay. Before I do that, we need to amend the contract, and it's going to cost \$10,000 more.

Defendant Rinaldi 45:05

Again, both landing agents. I assume that that was going to happen. I think that I feel like this happens all the time. Upgrades happen like that all the time. It's not abnormal for someone to ask for it, it'd be done, and

Justice Daniel Billings 45:06

change orders happen all the time

Defendant Rinaldi 45:13

Agreed Agreed But again, I'm not. This isn't my field. This isn't my you know

Justice Daniel Billings 45:20

you hold yourself as a contractor, builder? (ATTACKS THE DEFENDANT)

Defendant Rinaldi 45:26

Yeah, I'm too nice, and I generally do a lot more work than I should. I do, do change orders, but I it's, I mean, smaller jobs. It's not as big of a deal than the new constructing, I'd say. And they do happen. Yeah, you're right. But I mean, you're supposed to have a contract over 2000 rarely, any of us do. I mean, I generally, I mean, that's just how industry's always been. I learned from the people I work for, so granted Yeah, I should do projects. I should be better about that. But, I mean, it's, it's kind of industry standards, it's very few contracting, contracts, it's weird, and it's law. So I didn't know that about that, all those rules, until this came up and I've been doing this for 15 years,

Justice Daniel Billings 46:13

right ? But you just said, Mr. Pierce failed, refused to comply with the contract, yeah? And now you're just telling me, Well, there is no contract

Defendant Rinaldi 46:22

No No. I'm just saying that I'm saying is, in my field, a lot of contractors don't use contracts so, but for me, it wasn't. I didn't. I just didn't. Because (CUT OFF MY JUSTICE BILLINGS)

Justice Daniel Billings 46:35

just now,

Defendant Rinaldi 46:36

yeah,

Justice Daniel Billings 46:36

here, yeah, you said Mr. Pierce failed refused to comply with contract. Well, the contract was he was going to pay \$385,000 what was going to be in the house? But he never contracted to pay more than 385000

Defendant Rinaldi 46:55

but his agent demanded additional work,

Justice Daniel Billings 46:59

right? And you didn't say that's gonna cost

Defendant Rinaldi 47:01

I did 100% say that. Like, without question I said that,

Justice Daniel Billings 47:05

but you still built it anyway, even without them agreeing to pay more money

Defendant Rinaldi 47:09

again, so I'm getting just bombarded on all sides from them, like, like, I'm the worst person in the world. When hindsight after that, I'm like, What is wrong with them? Like, I just pulled off a miracle. But at the time, it didn't feel that way, like they make you start questioning yourself, like, Am I like? You know, am I fucking up? Am I doing like? So they had me. It was like it felt rehearsed, almost, that they were, It wasn't just you got Geo, his crew all kind of playing that manipulation and you have Matt well Matt wasn't around you have Derek and his crew So I understand what your saying, I do, but it wasn't that cut and dry You know, there was, I mean, he jumped down my throat one time and I asked for it, like, fucking, the house should have been done, you didn't do anything last week or whatever, and Im like what are you talking about and then whenever that happens, I just, like, shut down. I just don't want to deal with it. And I it just sucks. But I without question, it's a massive undertaking, that room is big and it is not easy, and it costs a lot more money. And so I said to him, 100% that's gonna, obviously cost more money. I gotta get with Matt he didn't answer. We did talk. And he's like, alright, I'll talk to Andy. We'll figure it out. And I went back the building, and so yes, I did finish it, but it, you know, I was demanded to, and towards the end, it was almost like, like Andy would act like that was always the agreement. That was always the agreement. And I'm like what are you talking about that was never the agreement. And so I understand what you're saying I should that'll never happen again. I promise you that if I ever upgraded, it's gonna be signed in writing. It's kind of why I don't do residential anymore because of the house, because with Central Maine, I never have those issues, and they value me, and I love it there. So, but a big reason why I don't do residential is because, is what happened. I just got, and I've had, you know, I've had a problem, speaking up for myself in the past, I'm getting better at it. And anyways, so, so, yeah. So on top of that, I get the contracts for 385 but then there's \$24,000 in escrow, you know. So, you know, there is a lot of factors here going on. And, you know, he asked for the pipes to be moved it was supposed to be carpet upstairs, and we put hardwood. I mean, there was a lot of, mirrors that glow or whatever I had to go get those. Like, there's a lot of things that they requested and Drew, did the pipes a the mirrors. But other than that, it was Andy was the one there telling me, oh, I have to do this. You have to drywall the garage. And I trusted I again, I I. He was good at playing good cop, bad cop, and he was funny and cool when he was happy. So I liked the guy, actually, really. And he did do some favors for me. He did pick up some materials. He did put some stuff on his card. He was reimbursed. So I did I appreciate. I thought he was trying to help. So until the 25th is when I realized he's playing me. 24th we had the conversation about the money. He even said, you should look into that. Something's not right about that, but the geo thing, especially. And then that's when he said, you know, drew wanted the the drywall done in the garage and, and so yeah. And then the next day, he's smashing the wall, saying, This house needs to be worth 400,000 and client's not. And screaming at me in front of, I mean, there's eight or nine of them all

just coming at me It was pretty intense. Really intense. So anyways, lost my train of thought. So that's when the closing on the 23rd 24th Matt said to me, so it's really warm work closing getting pushed lender's decision. So it got pushed three days, not because of me, because of the lender. And you can work over the weekend and make back to escrows. And he's referring to painting, not paving, painting. And then on the third I believe he is correct. I did find out about the HUD and was furious called him, and that's when he said, 2,700 but then the Bissonnette comes out, which what I didn't hire bissonette, Drew did, and drew even testified to it yesterday that he brought them in. But then I got stuck with the bill, and ended up having to pay it, after all. So he's like, we're going to get more money. We going to get you more money. Drew came down and stuff, Andy came down, stuff, Matt came down and stuff. And then the painting was finished I wanted the painting, obviously I finished it, and he and that's when that'll happen where, you know, I think it's like, we'll go to text but it was on the fourth where we talked in the morning. He told me they came down 9200 or something, 25 I don't know what it was, something like that. And then that's when i said, I want the painting and paving. And that's when he's like, they're never going to do that. And he called them, called me back, and he said they're refusing. I said, then terminate the contract. And he said, You're an idiot. Lincolns going to take it. It's the common theme Drew, not Drew. Matt Derek Andy, all of them kept saying Lincoln's gonna take the house. And it's their ploy to try to, even Lincoln said it to me in that meeting to try to get me to agree to whatever. If you don't do this, we're taking house. So it was very common theme that they used, and it's literally wrong so at that point it was terminated. I then sent that message saying, just, we're on the same page. Buyers are refusing on the contract. Because I just had this feeling that was weird. Why'd they allow me to leave because again, anticipatory reputation. If he's supposed to take that out and refuses to, he's not honoring the contract. That's aside from the 385, the escrow is (CUT OFF BY JUSTICE BILLINGS)

Justice Daniel Billings 52:57

Well hold on he can't he can't take money out of escrow.

Defendant Rinaldi 53:01

No his realtor call the bank, and then you take it out.

Justice Daniel Billings 53:01

Well,

Defendant Rinaldi 53:02

it was finished,

Justice Daniel Billings 53:09

but, I mean, the bank has to come inspect it. And I mean, do you even know how escrow works

Defendant Rinaldi 53:16

they said, they can do it in one, like in a day, or something like that. So,

Justice Daniel Billings 53:16

I mean, because you're talking about industry standards,

Defendant Rinaldi 53:23

this is on the third mind you

Justice Daniel Billings 53:25

You're talking about the HUD here,

Defendant Rinaldi 53:27

yeah,

Justice Daniel Billings 53:28

and (LONG PAUSE)

Defendant Rinaldi 53:38

they could have said, after closing, I get it. They could have signed something saying that.

Justice Daniel Billings 53:43

I mean, that's how, that's how escrow works.

Defendant Rinaldi 53:45

Again, they didn't even do that

Justice Daniel Billings 53:47

it's not, it's not that you don't get the money. It's that, it's that, you know, if things are done so the escrow hold back, you talked about industry standards the escrow hold back.

Defendant Rinaldi 54:00

Yep.

Justice Daniel Billings 54:00

Is \$24,000 on a \$385,000 house.

Defendant Rinaldi 54:05

Yeah, that's a huge amount.

Justice Daniel Billings 54:10

Thats not a huge percentage,

Defendant Rinaldi 54:12

That's a decent amount of money

Justice Daniel Billings 54:13

not even 10%

Defendant Rinaldi 54:16

and that houses, but nonetheless, they didn't say, you know, sign something or say to me you're going to get the painting money. We just can't do it at closing. I wouldn't have probably had an issue with that but they refuse all together.

Justice Daniel Billings 54:29

neither drew or Andy or anybody can tell you that the bank is going to be satisfied that the house is finished according to the meaning. They don't.

Defendant Rinaldi 54:38

Yes they can

Justice Daniel Billings 54:38

No they can't how can they tell the bank that the bank is going to be satisfied with the collateral needs, the requirements?

Defendant Rinaldi 54:46

All I know is that they never said, Hey, you'll get the painting. It's just going to be You just, you know, never. They could have said that. They could have done a lot of things, but,

Justice Daniel Billings 54:55

well, it seems like you don't understand how escrow work (JUSTICE BILLINGS ATTACKING DEFENDANT)

Defendant Rinaldi 54:58

No, I understand how escrow works. I. Absolutely again, they the painting was done. So they, they were saying, No, it's not coming out. We can't have a painting, outright So, I mean

Justice Daniel Billings 55:08

They saying they can't take it out of escrow.

Defendant Rinaldi 55:10

No, that wasn't it. Craig Matheson said I can't do it on one days notice I need more than a day

Attorney Monteleone 55:16

objection hearsay statement. Move to strike

Defendant Rinaldi 55:17

It's not hearsay it was testimony by Andy, Lord. Andy testified. Remember the thing I tried to submit, but the testimony was it can't be done on a day's notice. And I have email from Ryan Cyr that I'm going to be submitting that on Monday. He messaged me that they're trying to work on it the escrows on Monday

Attorney Monteleone 55:40

objection to the hearsay nature of the email with the lender

Defendant Rinaldi 55:48

One second All right, I will. I

Justice Daniel Billings 56:03

so you're saying, you've, that they're repudiating the contract. What you're saying that Mr. Pierce did is that Mr. Pierce's repudiation of the contract, in your view, is these amounts being in escrow

Defendant Rinaldi 56:20

repudiation is yes, that they they were needed to come out. (CUT OFF BY ANNOYED JUSTICE BILLINGS)

Justice Daniel Billings 56:24

There not they, Mr. Pierce, (IT WAS THEY BECAUSE ITS MR PIERCE AND JANICE LARIVIERE)

Defendant Rinaldi 56:24

yes,

Justice Daniel Billings 56:25

your contract was was with Mr Pierce

Defendant Rinaldi 56:27

Yes, yep,

Justice Daniel Billings 56:28

you're saying that the that his repudiation of the contract is the bank demanding this amount, being asked, (THE BANK WAS ONLY REQUIRING \$10,000 THE OTHER \$14,000 WAS BEING DEMANDED BY THE BUYERS NOT THE BANK)

Defendant Rinaldi 56:37

the refusal to take it out. Yeah, the bank, well, the bank. Well, the bank did, but it was painted after that, so then, now it's painted. He should agree. Yes, it should come out but they wouldn't. So they did agree to that, and they it wasn't like they said, you know, you'll get the painting.

Justice Daniel Billings 56:52

But you understand, Mr. Pierce can't order the bank to release money if they don't want to
(THE BANK WASNT REQUIRING IT TO BE WITHHELD)

Defendant Rinaldi 56:59

I understand that, but they call the bank, they tried to get it removed. It's not like they didn't. So they called bank and said, Hey, we need to have this removed from escrow. Again, the house is worth way more than 385 the banks like yeah there was equity there. That's not a problem. We just can't do it and close today. And so those are his exact words We can do it. We just can't close today.

Justice Daniel Billings 57:17

So you could close, yeah, and dealt with the bank after closing

Defendant Rinaldi 57:23

No they said you can't have it period. They tried to get it

Justice Daniel Billings 57:27

So we're in this do they say you can't do it in these emails.

Defendant Rinaldi 57:29

in March 5 meeting, right?

Justice Daniel Billings 57:32

So it's not in the text messages, it's in this recording,

Defendant Rinaldi 57:34

yeah, but that's okay. They're saying. It's been staged You cannot have the painting. I demand it again. I'm working with Matt, and Matt's arguing

Justice Daniel Billings 57:42

But if there saying you didn't do it. You should get paid for it. Why is it in escrow

Unknown 57:48

Because originally it wasn't painted when I got that quote it wasn't painted

Justice Daniel Billings 57:54

Did they come and inspect the building,

Defendant Rinaldi 57:56

yeah,

Justice Daniel Billings 57:56

And the painting was done then the money will be released from escrow

Defendant Rinaldi 58:00

I understand that, but they were telling me, Matt Andy drew that you can't have to painting money, like after or any time you can't have the painting money, is what I was told. And again,

Justice Daniel Billings 58:11

well, that wasn't how I understood. Mr. Lord testimony, he was saying that he couldn't do it. And go forward with a quote, he couldn't do it that day, and go forward with the closing

Defendant Rinaldi 58:19

yeah, but, but they could have done it by Monday. On Monday, hold on, let me I know I have limited time, so I want to get these things.

Justice Daniel Billings 58:32

Your claim, Mr. Pierce, for repudiating the contract is that the bank wouldn't release the escrow to closed that

Defendant Rinaldi 58:41

That they wouldn't allow yes so wouldn't guarantee me they wouldn't the painting. They said I couldn't have a painting. So they refused allow the painting and the paving, because we all agreed, the paving, regardless we were wrong on everyone greeted the terminology and meeting of the minds. And so those two and then again, I was also undue influence, duress. I was getting manipulated there is judicial estoppel unclean hands I mean, there's a lot of reasons why this contract wouldn't this, you know, this lawsuit or whatever, wouldn't be valid, but, but, yeah, that was at that time that was one of the main topics, so and I was just, I just felt like I got played big time. Never mind the embezzled money, I mean, and again, this was all when we had that fight with them. It's Drew and all of them. They're all just like a team against me, even my realtor is on that team. So it was just like I was just getting beat up at every turn. But I wanted I know I'm limited for time. So this is an email, authentic email that i received it's something I do with my business record that I use with business I keep records of all this stuff, all my emails, all my texts. It's Ryan Cyr to me, dated March 8, the following Monday after the closing fell through You see me calling. We can't just bury our heads in the sand here. Let's get this resolved.

Attorney Monteleone 59:59

Objection Hearsay statement that has not been produced on time pursuant to the court order, not been identified on Mr. Rinaldi's exhibits. And is the statement of Mr. Rinaldi's lender, who's not here to speak to that the truth that statement

Defendant Rinaldi 1:00:24

I sent him this months and months and months ago multiple times, it is in my exhibit list. This is something that I've said to him over and over again. Look, Todd tried to get escrow removed on Monday, so he's had this forever. I mean, this isn't new to him. He's, he's, he's submitting stuff from my realtor. I mean, my realtor in all kinds of emails that, you know. So I mean, this is, this speaks directly to the breach, and it's and they were fully involved. They were conversing with Andy, they were conversing with Matt and it's speaking directly to the issue. If I could finish reading it, Todd's working on getting the escrows part fixed, this is on Monday so that we can get you more money at closing, we need to get in contact with us so on Monday. Todd from the bank, is saying we're getting this fixed so that we can close. I was for closing but they refused to meet me on Monday. They refused to even talk to me at that point. So

Justice Daniel Billings 1:01:11

this is after you had already terminated the contract

Defendant Rinaldi 1:01:11

I terminated it on the fourth, and then on the fifth, we have that meeting. So on the fourth, I terminated it. I sent the text. Let me get the text.

Justice Daniel Billings 1:01:28

Right but What you just read, that was sent after you terminated the contract

Defendant Rinaldi 1:01:32

Yeah, but still again there. So again, I'm terminated because of this. They're agreeing with me that I had the right to terminate. Every no one disputed it, no one refuted it. Andy testified that, yes, I intentionally misled you. So on Monday,

Justice Daniel Billings 1:01:46

I didn't hear that

Defendant Rinaldi 1:01:47

I have been on the. I got the audio, I mean, I got the audio recording from the courts, and already transcribed it he said. I said, Did you you thought it's a good idea to intentionally mislead me to think that I was intentionally terminating the contract legally and he said, Yes, he did, I mean, in open court. And he also said he didn't tell drew why we're not closing he misled him and and again. So this is an issue we're trying to work it out. I'm saying it's like one of the main issues at that point, among other things. And also, there are a lot of stress from them, a lot of duress from them, because they are just at every turn, I'm getting, like, beat up, I mean, the Matts screaming at me constantly. And so I offered to meet them Monday and try to close. Let's get this figured out. Let's take a deep breath on Monday. And I said it five times, I think, and Andy said, no the deals off Monday. And then on Monday, they're saying, we're working on getting escrow. They're still actively getting it removed and but then they refused. Drew and all them refused. So, I mean, I don't see why. Like, I'm actively trying to work with them in good faith. I'm doing everything I can, and they're the ones who aren't, aren't cooperating and not willing. I mean, so really, they have a duty to mitigate damages. How is waiting when it was too late. Mitigated images. They could have said, you don't have the legal right, and I would have closed They could have said, paving. You're wrong about the paving. And I probably would have closed. They could have met me on Monday I probably would closed so they didn't mitigate damages.

Attorney Monteleone 1:03:07

Your honor I object to the speculative statements that are that are presuming things that didn't happen and move to strike statements and speculation

Justice Daniel Billings 1:03:22

objection overruled

Defendant Rinaldi 1:03:23

so and then I offered to meet them Monday, I said it many times, and so they they're the ones that refused to work it out. They're the ones that refused to (CUT OFF BY JUSTICE BILLINGS)

Justice Daniel Billings 1:03:32

Well the other way, one way to read these emails is they're giving you concession after concession in regards to giving up their commission and it wasn't good enough for you, you were just demanding more.

Defendant Rinaldi 1:03:45

I should have been demanding more. What they put me through, what they asked for was crazy. They asked for upgrades. They asked for, I mean, they were literally milking me dry and this house is worth way more this house is estimated at 750 thousand right now the same house, 750 that's crazy. So those concessions were minimal. I mean think about it. Why was Matt reducing his commission? My realtor he's not doing it for Drew. Doing it because he did something wrong. He embezzled that money so that doesn't go to Drew. That's only concession Drew, me was the rate lock which is down 27 but then in the closing statement, they were escrowing, illegally, 3000 someone dollars in that for Drew. So actually he, he cost me more money. So when they didn't give me concessions, they increased it. So Drew not, So Matt came down and Andy, but Drew, actually, his amount went up. So when I'm asking for all these things, for the upgrades, to paving for whatever he actually, I actually paid him more money, not less. So. So yeah, so he wasn't giving me any confessions at all. He actually cost me more money. And the money Matt reduced doesn't go to Drew, it's my realtor he was reducing because he isn't, that money went missing. So anyways, this is exhibit L1 I would like to offer it into evidence I have three copies. I have all these marked and I have

Justice Daniel Billings 1:05:04

what is this?

Defendant Rinaldi 1:05:05

These. This is the email I have those marks, and I have the exhibit list.

Justice Daniel Billings 1:05:08

What? What is L1

Defendant Rinaldi 1:05:11

Write these down as I go. Thank you. I do want to hand you something.

Justice Daniel Billings 1:05:13

What is L1 (ANNOYED)

Defendant Rinaldi 1:05:14

It's an email between Ryan Cyr and I have the one where he says, we're trying to get the escrows off on Monday

Attorney Monteleone 1:05:27

for the record your honor. I have a folder full of files that are not marked with exhibit numbers. That folder full of files includes all these files that showed up for the first time yesterday. So I would like first and foremost, an opportunity to review what's being proposed, to express my objection to it, and further restate my standing objection, the fact that these weren't produced inconsistent with the court's order that they be provided on Tuesday prior four o'clock. And you said the other day that there were certain documents that were provided before correct. There were certain documents there were, there were 36 images there were, there were photographs of the house, there were screenshots of social media feeds. None of those, none of what was provided were email correspondence, and I understand Mr Rinaldi referencing email correspondence that is sounds to be consistent with what I've discovered in the file that I expressed Mr Rinaldi on Tuesday, that I have access to an empty file. That file was subsequently populated with materials. And Mr.

Rinaldi's dropbox folder indicates that it was populated with those materials yesterday morning

Defendant Rinaldi 1:06:46

i sent him this so many times months and months ago, said look Todd

Justice Daniel Billings 1:06:52

When was that

Defendant Rinaldi 1:06:52

During discover, what? and its on my exhibit list this has nothing to do with four oclock This has nothing to do. This was something he received for

Justice Daniel Billings 1:06:53

I told you on Monday, you need to provide all your exhibits (ANNOYED)

Defendant Rinaldi 1:07:04

I did

Justice Daniel Billings 1:07:04

Well he's saying you didn't

Defendant Rinaldi 1:07:04

Yeah, but I only had to send him what I already hadn't sent him.

Justice Daniel Billings 1:07:04

No, no

Defendant Rinaldi 1:07:04

We already did this trial thing. I already sent him all my stuff. We already done this back forth. I only sent him what I hadn't provided already. That's all because I thought we already did

Justice Daniel Billings 1:07:21

That's not what you're supposed to do, Mr. Raul, is give somebody all your exhibits before the trial starts. So we're not doing

Defendant Rinaldi 1:07:32

but I did, though. So back whenever we

Justice Daniel Billings 1:07:36

show me how you gave him this document as I mean, you haven't even marked it.
(ANNOYEF)

Defendant Rinaldi 1:07:41

I did mark it. I have them all marked right here. I sat right here I would have done it last night but I just crashed and it sucks, but I sat here and marked them

Justice Daniel Billings 1:07:53

The problem is that Mr Monteleone is on the record saying he hadn't received any of these prior

Defendant Rinaldi 1:07:59

That's not correct. We've already exchanged them way back in January of like 2022 or 23 we exchanged everything that's already done. I just

Justice Daniel Billings 1:08:09

In January you gave him marked trial exhibits

Defendant Rinaldi 1:08:12

Yeah, we remember we exchanged everything we were required to.

Justice Daniel Billings 1:08:18

There's is a list of exhibits

Defendant Rinaldi 1:08:18

Yeah,

Justice Daniel Billings 1:08:21

Did you give him the list

Defendant Rinaldi 1:08:22

I gave him the list

Justice Daniel Billings 1:08:22

Why aren't you working from them. Why are you marking things today?

Defendant Rinaldi 1:08:26

I just that the one so I can go to the original one and you can mark them but I just sat there and marked them. I figured I would just have the list right here and I can, I can copy you guys. I am sorry. I literally plan on doing all this last night, and

Justice Daniel Billings 1:08:42

If you already had these exhibits What's he talking about?

Defendant Rinaldi 1:08:44

I thought he was talking about just the ones I hadn't given you. I did not think you're talking about all of them. I thought you talked about just ones I had to provide. I did not think you were talking about, like the ones that he already had. He already had everything. He just didn't have the additional ones that I brought up. So actually, I thought that's what you were talking about, I don't see why I have to give them to him again we've already exchange them.

Justice Daniel Billings 1:09:08

Well, the reason you have to give them to him marked so when somebody says, defendants, exhibit l1

Defendant Rinaldi 1:09:12

No, I understand

Justice Daniel Billings 1:09:12

So we can just turn to it and its marked so he has it .

Defendant Rinaldi 1:09:14

Can I grab a the original Because I can just, I have it on there, and I can just, I can just, it's just one document, just saying, what it's Can I grab that list exhibit list? I'll just, I pulled it off this so then he has the exhibit list

Attorney Monteleone 1:09:42

for the recorder. I know that Mr. Rinaldi's exhibit list, which was issued, which was provided last, last summer, last deadline that he had to provide a witness list, identifies as his exhibit identifies. This is his exhibit y email to from Ryan Cyr of Lincoln capital,

Defendant Rinaldi 1:10:05

yes, that's correct.

Attorney Monteleone 1:10:06

With with no identification of date of subject line,

Defendant Rinaldi 1:10:12

I didn't have to

Attorney Monteleone 1:10:13

absent being able him identifying what his exhibit y? I have no idea what this document is

Defendant Rinaldi 1:10:19

He didn't object and say, hey, you need to give me XYZ. I thought that was what I was supposed to do. I didn't know I needed to get a more detailed I thought that was what I was supposed to do. And I provided to him. I think he messaged me saying he didn't get certain documents. I then provided those documents at that time, and said, let me know if you want to have a meeting to Make sure you got everything. So I turned over everything, and we I even tried to make sure that he had everything. If you have any objections, let me know. And then, then I had additional stuff I wanted to present. And so that's what I thought we were talking about. I didn't think that. I just pulled up my phone and then have it. I have it. This is, this is all provides to me a long time ago, I apologize, I didn't know that you thought I was I hadnt turned over anything, because I had turned over everything, besides a few things, mainly those recordings and some pictures of

Justice Daniel Billings 1:11:22

Objections overruled the emails admitted

Defendant Rinaldi 1:11:29

okay, I'll just get the exhibit list and mark them

Justice Daniel Billings 1:11:31

I just admitted it (ANNOYED)

Defendant Rinaldi 1:11:32

okay, but the other ones to mark them properly. Oh, actually, sorry, yup. So y is here. OK, this is y2 is between Ryan sear as well. Um, this is talking about that March 5th Meeting, Anthony and Matt I'm going to be in the Windham area tomorrow want to meet at the property at Friday at 11. Matt says, Sure. on another Note the buyers came to closing. So that puts us in breach contract now, specific performance, which is a lie if you look at the text, Anthony, please confirm I rather not go out there for no reason. And I said, can we make it noon? I have major anxiety about the situation. Want to be prepared? And then he said, No, we have to do 11. So this is y2 y3

Justice Daniel Billings 1:12:35

so what? What's the relevance (ANNOYED)

Defendant Rinaldi 1:12:39

the march 5th meeting trying to, the contract was terminated on the fourth, this meeting is trying to come to an agreement to try to make this deal work.

Attorney Monteleone 1:12:41

Simply restate the objections to the party.

Justice Daniel Billings 1:12:42

Objection Sustained (JUSTICE BILLINGS QUICKLY SUSTAINS OBJECTION)

Defendant Rinaldi 1:12:50

Why is that? Can I ask why this, I mean this is discussing a meeting between the parties to work out the contract that was just terminated, and speaks to, these parties that are involved.

Justice Daniel Billings 1:13:10

You testified there was a meeting. I don't know why we need an email setting up the time.
(ANNOYED)

Defendant Rinaldi 1:13:15

Okay, i did that.

Justice Daniel Billings 1:13:16

I don't see how it has any relevance (ANNOYED)

Defendant Rinaldi 1:13:17

No, I understand that. I apologize.

Justice Daniel Billings 1:13:22

Cumulative, waste of time confusing the issue (ANNOYED WOW)

Defendant Rinaldi 1:13:24

I'm trying my best here I really am. I'm not trying to (SIGNS WITH ANXIETY DUE TO JUSTICE BILLINGS TREATMENT)

Justice Daniel Billings 1:13:30

You wanted a reason for my ruling I'm giving you one

Defendant Rinaldi 1:13:55

I understand Okay, this is an attachment to an email with David Banks. We look forward to working with you and it discusses the sales contingent on the completion of the following, grading, seeding, paving, driveway, cleaning up the lot, adding road access to the deed. And this is dated March 28 so there was a lot of work done after the closing. I mean, there was painting stuff there was trim work there was around the bulkhead, I painted the foundation. And then the work that I had to redo with Derek Rays Crew, the sidings they didn't nail to the studs so I had to redo that it took forever. I did work from March 5 all the way to the June 2 closing three months additional cost and we staged property. Big reason why it sold for more was because it was stage and all those things were cleaned up. So they want to say the house was worth 487, on March 5, the house on March 5 and the house that was sold June 2 were completely different houses.

Justice Daniel Billings 1:15:01

So. So what's that mark as

Defendant Rinaldi 1:15:03

nn, exhibit nn 1 I'd like to offer this into evidence.

Attorney Monteleone 1:15:50

Your honor may I approach to look at the exhibit

Defendant Rinaldi 1:15:53

I don't have much time

Attorney Monteleone 1:15:53

I would, to this day, this document has not been provided to me, but I would stipulate to its admission.

Defendant Rinaldi 1:16:00

He subpoenaed that document

Justice Daniel Billings 1:16:01

It's admitted he's not

Defendant Rinaldi 1:16:03

Ok, that's yours. Yeah, sorry and the courts is. This is from Ryan Cyr, telling me my two offers. Derek Ray on the second page, Bob Pietre dropped off the paint bill. Let me know if that's all good to pay. It's \$3,400 starting March 5, they came in to help me. We all painted it together they did a good job. It was corrected to get a higher selling price. So this is exhibit y2 and y3 I'd like to offer this into evidence I can I I both use it?

Attorney Monteleone 1:17:02

I stipulate to this admission as well. What's this k1?

Defendant Rinaldi 1:17:07

Nope this is y? This is y

Attorney Monteleone 1:17:07

What was the last one?

Defendant Rinaldi 1:17:11

It's you have y1 which is the you see the calling and then with that y2 and 3 is that one? I

Attorney Monteleone 1:17:26

I see one exhibit, that's y1. I see another exhibit that's n1,

Defendant Rinaldi 1:17:30

Nn1 yup

Attorney Monteleone 1:17:31

And then one,

Defendant Rinaldi 1:17:32

and then what is the David Banks

Attorney Monteleone 1:17:34

Okay, and N1 and then this. And what you just y2, Great. Thank you.

Defendant Rinaldi 1:17:47

This is y4 two main concerns with bissonette final settlement this. And that is Andy test Drew testified that he directed them to do the work

Attorney Monteleone 1:17:59

Objection, mistakes, miss, states. Testimony. This fact is not an evidence.

Defendant Rinaldi 1:18:03

He said, Just today, I had the HVAC come in. He did, and then Matt paid the bill because Drew's the one that brought them in. So here's is me showing that I paid for that bill, which is additional work that he had directed them to do.

Justice Daniel Billings 1:18:16

I understand that. I understand that there are different ways to consider the evidence that comes before the court, but I understand the objection. I'm going to overrule it. That doesn't mean I necessarily see the evidence in the way Mr Rinaldi is presenting it, but the objection I allowed it

Defendant Rinaldi 1:18:51

This is y5. This is from Ryan Cyr dated March 30, 2020, so this is year prior. Do you have an EIN number for some instruction? And I just sent him the number. That's all we have for conversations. And it was just before closing. We had already given him everything. I was actually, I think, messaging him about, hey, are we closing yet. This is last message I got from him, and I just gave him the number. Again, I didn't need to be an LLC to I mean, anyways, this is y5. I like to offer this into evidence

Attorney Monteleone 1:19:20

May I please review it. In addition to the prior objections regarding the failure to comply with courts order to provide it additionally its a hearsay statement by Mr. Rinaldi's lender to Mr. Rinaldi that has incomplete foundation.

Justice Daniel Billings 1:19:53

I'm going to admit it but My question is, so, what is the significance of.

Defendant Rinaldi 1:20:00

Well, he the EIN. He kept saying I misrepresented for impeachment or whatever. And so I'm just showing you that that's I didn't say I'm southern Maine construction LLC I just asked me for EIN and Im probably running around with my cut head and just said,

Justice Daniel Billings 1:20:18

You can have an employee identification number

Defendant Rinaldi 1:20:20

but he's saying I was misleading and making me into something it wasn't. I'm trying to show that I didn't say, hey, I'm an LLC or convincing him to get a loan out of it .

Justice Daniel Billings 1:20:31

But there's no mention of an LLC in this

Defendant Rinaldi 1:20:31

that ein is connected to southern construction LLC that I established before, trying to become an LLC, and then I was unable to, because someone else has it.

Justice Daniel Billings 1:20:34

What exhibit is this

Defendant Rinaldi 1:20:48

This is NN 1 through 17. I'm sorry 2 through 18 then because I already did n1 this is text between Peter. And again, he subpoenaed all this stuff from them already. So he has all this from them but this from Peter Blake, and then David Banks is one of the last two. And it discussed, you know, additional work. And shows that there's work being done all the way up to June 2, quite a bit of substantial amount of work, which is why it sold for more money, not because I just sold it the next day for more money, but I have copies from you guys

Attorney Monteleone 1:21:26

I've never seen this before. Your Honor,

Defendant Rinaldi 1:21:27

you subpoenaed.

Attorney Monteleone 1:21:32

I've never seen this and my ability to subpoena a third party and receive these documents is a different story. I've never seen this before, even in the documents that have been that were updated yesterday. And this is hearsay statements of people that are not, are not his agent. There's, there's a host of reasons why, literally, I would ask for it to take a recess so I can read these for the first time ever,

Defendant Rinaldi 1:22:01

I sent him in the file at four o'clock, and he subpoenaed all the records from them. So I'm guessing he already got these, because they're pretty good people. I'm sure they turned over everything in his subpoena specifically said text messages between me and them, or anyone on that team. So he definitely got that from them. He's had this stuff for years.

Justice Daniel Billings 1:22:21

Objection sustainable. (WOW)

Defendant Rinaldi 1:22:24

I guess I'll just put it on the record. Can I read them? So I can't read them?

Justice Daniel Billings 1:22:30

Mark them and they are part of the record, but they're not admitted

Defendant Rinaldi 1:22:40

I can't read anything of these

Justice Daniel Billings 1:22:41

No

Defendant Rinaldi 1:22:43

All right? I keep going then.

Justice Daniel Billings 1:22:44

But if you want it to be part of record, that you offered it, it wasn't admitted, you can mark it and it'll be part of the record it's just not part of the evidence. BECAUSE YOU DON'T KNOW WHAT YOUR DOING THERES RULES

Defendant Rinaldi 1:23:06

I know

Justice Daniel Billings 1:22:59

You don't know what you're doing, there's rules, right, and rules apply to you as the same way they apply to a representative party, but if you want to make it part of the record, there's a record of what you tried to admit that I didn't allow in you can do that

Defendant Rinaldi 1:23:15

All right? Well, this is not on the exhibit list, but you discussed this the other day when you said the spec sheets its from gravier homes. It's in the USB file that I sent in my three of them for everybody. It just shows you that they have different spec sheets, and that's how I got them, because he thinks that he crossed, not crossing. Direct examination was implying that I changed things to benefit me when I simply just copied the spec sheet and copied the wrong ones at that time, and so I wanted to, they're on the USB drive. I have copies of these for everybody. There's multiple spec sheets from them showing multiple different you know, it shows like the differences, and they're similar to the differences in mine So I wasn't, it's just a simple mistake

Justice Daniel Billings 1:24:11

Council.

Attorney Monteleone 1:24:12

I object because they were never provided prior to yesterday morning that they were inadequate. Foundation has been laid to establish some other companies business records and never produce in discovery. And

Defendant Rinaldi 1:24:30

I'm just fine with these are authentic. I got them from their website, and I did provide them with the four o'clock files it's one of the few things that went right through, because it's not a big it's just a kPDF. But he did receive them. He received three of them from this company in the USB file that I sent over and again. This was just in a response to, I didn't think I need to go down this road but when he was questioning me, saying I changed it, which I never even thought that was even got to come up, I then looked it up. And and found these. And so I did send them to them by that timeline. There are three of them in there. And I just want it? I'd like it to be part of the record and submit it if possible,

Justice Daniel Billings 1:25:10

Objections sustained however, the Court heard the testimony about housing, the testimony previously about how the spec sheets were

Defendant Rinaldi 1:25:31

I'd like to the he submitted text messages. I think they are between all of us. They are only small sections of text. There not the complete text that I provided him. He kept saying that with everything you provided me, there's nothing in there that says upgrades, or whatever he was referring to when we submitted evidence was they were partial what I would like to submit into evidence, the complete ones separate. I have them over there. And they are exhibit list, so they have the complete text messages. They are authentic. They're part of my

record, and I plan on discussing them, but I know I'm limited for time, so I just want to make sure that's something that's added to it. Can I grab I

Attorney Monteleone 1:26:20

asked to have an opportunity to review what Mr. Rinaldi has characterized

PART 2/3

Justice Daniel Billings 0:04

I think we left this morning looking at, text how did

Attorney Monteleone 0:17

Well, I think we were unclear whether they were just introduced or have been moved for admission. I've had the opportunity to review dozens of pages that are duplicate previously provided. I'll stipulate to the admission of the text messages from between Mr Rinaldi and Andy Lord, as Drew's agent, and for the purposes of efficiency. I stipulate to the admission of the of the text messages with Matt Dibiase as Well.

Defendant Rinaldi 1:10

I appreciate that. Sorry. I so exhibit H and K

Justice Daniel Billings 1:26

Andy's, a H and Matt's a K

Defendant Rinaldi 1:27

yeah, yeah. Now the group message. Don't think there's many more, but what's your position on that?

Attorney Monteleone 1:38

What

Defendant Rinaldi 1:39

the group message?

Attorney Monteleone 1:41

What group message?

Defendant Rinaldi 1:43

Andy Matt and I Group thread, you your exhibit? Umm

Attorney Monteleone 1:50

My exhibit 16 exhibit 17 is already in

Defendant Rinaldi 1:56

Yeah, that's not complete

Attorney Monteleone 1:59

When you were just here, I said, so we've got the set between you and Matt and the set between you and Andy. Is that it? Yes, that's it. Is what you responded (HOSTILE TOWARDS DEFENDANT)

Defendant Rinaldi 2:07

I didn't say that I'm trying to pull them up in from the USB, but there's additional I don't think there's a lot of them but there's additional amount, which you've had for years. I don't have a paper copy with me right now, so that's fine. So for my remaining time, you

mentioned also the recordings could be messed with. I have them on my iPhone as well, which is original. You can't mess with them on here, but I'd like to play those two which they've been around since the very start, almost very start. And one of them is that meeting, which is obviously relevant. Andy checks in on it. Andy and Drew don't have to be part of it for it to be relevant. It speaks directly to the issues. It speaks to a multitude of things. And then the last one is when I'm on my way to closing

Justice Daniel Billings 3:05

identify what is that you're trying to

Defendant Rinaldi 3:07

It's the March 5 meeting with Todd, like Todd, Miranda, Ryan Cyr and Matt Dibiase and myself just trying to salvage the deal because it was terminated. And Matt leaves and he calls Drew, which I believe he testified to being correct. And then it discusses everything, really.

Justice Daniel Billings 3:32

And when was this provided to the plaintiffs?

Defendant Rinaldi 3:36

I think June 7, 2021

Attorney Monteleone 3:39

I'm aware of this recording I objects to its relevance, given that it is a communication between Mr. Rinaldi, Mr. Rinaldi's broker and Mr. Rinaldi's lender has in no way offers representation of Mr. Pierce's position other than Mr. Mr. Pierce seeks to close so given that this is a party, that the elements At issue are what Mr. Pierce did or didn't do, communication with his agents doesn't speak to that and is irrelevant and duplicative of what's already been presented.

Defendant Rinaldi 4:20

Andy testified that he knew about the meeting that, you know, in the text, he checked in on the meeting. I mean, this was, you know,

Justice Daniel Billings 4:29

right? So it's hearsay (JUSTICE BILLINGS CALLING AN AUDIO OF THE BREACH HEARSAY DESPITE KNOW IT MEETS THE EXCEPTIONS TO HEARSAY)

Defendant Rinaldi 4:32

It's a record of a business meeting. (JUSTICR BILLINGS CUTS OFF DEFENDANT AND IS ANNOYED)

Justice Daniel Billings 4:34

It's hearsay So the definition hearsay

Defendant Rinaldi 4:53

Yeah but

Justice Daniel Billings 4:40

Let me finish means a person's oral assertion, written assertion, or non verbal conduct, if the person's intended is a statement. Hearsay means a statement that the declarant has not made while testifying at the current trial, or hearing and the party offers an evidence to prove the truth of the matter asserted in a statement

Defendant Rinaldi 4:58

Yeah

Justice Daniel Billings 4:58

So, so it's hearsay. Hearsay, generally is not admissible

Defendant Rinaldi 5:02

but there's prior inconsistent statements, and then there's business record exception and

Justice Daniel Billings 5:07

Prior inconsistent statements, the only person that's testifying right now is you

Defendant Rinaldi 5:09

got you, so it's a business record of a meeting that we had on the fifth, its completely relevant, and it speaks to so many things that

Justice Daniel Billings 5:19

The basis for business record has not been met. So what So is that the only, what exception to the rule against hearsay in the rules of evidence? Are you?

Defendant Rinaldi 5:35

This, this? He hasn't objected in three years to this to this. Never object to this. This has been

Justice Daniel Billings 5:40

lots of stuff is presented in discovery.

Defendant Rinaldi 5:42

I knew this was going to happen I don't understand what I literally this is the most relevant, and it speaks directly to the breach.

Justice Daniel Billings 5:55

Well there are rules

Defendant Rinaldi 5:56

I know that I understand that, but

Justice Daniel Billings 5:58

hearsay, as I just read, is generally inadmissible There are exceptions to the hearsay, and there's specific, there's specific, if something that's hearsay, an out of court statement offered for the truth of the matter.

Defendant Rinaldi 6:14

It's a, what's it called adjudicated, adjudicated fact, whatever I mean, it's it's almost self authenticating, adjudicated to the fact of the situation that is unquestionable. It can't be denied. It's exactly what happened. So it should be part of the record. I can't it just is insane to me that Justice O'Neill told me I could present it at court. He specifically said you get to play your recordings in open court. To me, said it right to my face. You get to play your recording.

Justice Daniel Billings 6:45

And how is it, so getting past the hearsay exception How is a meeting between you, your lender and, your agent, relevant?

Defendant Rinaldi 6:55

because they're there on Andy's behalf and trying to work this out for Drew, he calls Drew So many things are discussed, from they wanted the house as is, to the contract. Saying, Todd says do the buyers, know it's not part of the contract. Matt goes, they do. And then we talk about the painting, talking about how the house is talking about and then they're like, you can't have the painting. And then that's when they said, you know, the buyers are willing to remove the 9600 from escrow. And then he talks about money that they escrowed

for Drew the 3000 in my loan that they increased. They talk about everything, really, and it I mean their second, their second story was all about this meeting, like both agents affidavits were discussing what happened on that day on the fifth which circles around that meeting. And this proves that their entire second story is false. And it's, it's, it's a fact. These are, like, there's no question that this happened and it. I mean, it's like, I have the whole issue of this lawsuit I recorded so there's, there's no question of what happened here, because it's all right there.

Justice Daniel Billings 7:59

Councilman anything else,

Attorney Monteleone 8:05

Nothing, nothing. In addition,

Justice Daniel Billings 8:59

so the recording statement that's being offered by the defendant is clearly hearsay. Rule 83 rule 803 defines exceptions to the rule of hearsay. The only exception that the proponent of this reporting has pointed to is the business record exception, and the testimony of this witness is not sufficient to make the record record admissible under the business record.

Defendant Rinaldi 9:33

May I real quick I just tried to give you an email where this meeting was set up. This business meeting was set up an email between Ryan, Matt and myself, there's the foundation that email is talking setting that business meeting up, so that establishes the foundation. And here's the recording of that meeting. That's not just my testimony. That's Matt Ryan and myself all discussing, yes, we're going to get 11am for the meeting. And then there's text between Matt and Andy, and Andy says, you're still meeting with Lincoln. And then while at 1139 he says, "how's it going"? So the foundation is clearly been established between Ryan Cyr, Matt Dibiase and Andy Lord and myself. So I don't see how we can like, this is, this is like, obviously my best evidence. You know, it's, I don't see how that's fair. That's the foundation's there. Everything's there. It's clearly like, why would the court not want to know the truth? I understand how that email I have, I just handed you guys, right?

Yeah, oh yeah, here. Well, I definitely want this as part of a record right here, exhibit y. I was going to do two or three, but he told me not to submit it because I could just but I'm going to be in Windham area tomorrow morning and want to meet at the property on Friday at 11 and Matt goes sure, and on another note buyers came to closing so that puts us in breach this is from Matt and that's from Ryan and then I tried to change it, but then I confirmed. This is Ryan Cyr this is scheduling the meeting, and then you have Andy checking in on the meeting with Matt, and then you have a recording of the meeting, and this meeting, the whole entire second story was about that meeting, and it proved that they committed perjury. And it just seems insane because all of this evidence that's pointed at me and then all this testimony that was given by Andy and Drew about what happened that day, that we're not going to actually play a recording of what happened that day. This is a record,

Justice Daniel Billings 11:36

What's the exhibit number

Defendant Rinaldi 11:43

so it was we were doing two and three, but I ended up submitting otherwise. So I submitted the EIN one so that I think it's y2 so this would be y3 and 4 i believe Okay, so this would be Y 4 and 5

Attorney Monteleone 12:14

There's a y2, three and four. There's multiple pages of one document.

Defendant Rinaldi 12:22

Sorry,

Attorney Monteleone 12:25

maybe we should start with a new letter of the alphabet.

Defendant Rinaldi 12:33

Okay, we can do that do you know what we left off on the y's so y6 and then y7

Justice Daniel Billings 12:40

these are the emails that you just referenced

Defendant Rinaldi 12:44

yeah, I just referenced

Justice Daniel Billings 12:44

They're not admitted, but they'll be accepted and made part of the record

Defendant Rinaldi 12:47

Yeah, well, yeah, you guys are take one for him. So as to the recording,

Justice Daniel Billings 13:09

I ruled

Defendant Rinaldi 13:13

so I not allowed so the court doesn't want a recording

Justice Daniel Billings 13:19

I ruled Sir move on

Defendant Rinaldi 13:20

well, I have a recording that I did provide them at four I can show you my phone as proof between Andy and I from the 24th not the one on the 25th that we discussed where

Justice Daniel Billings 13:34

24th of what

Defendant Rinaldi 13:35

February, and we're discussing what's going on, basically, and talks about drew wanting the garage drywalled

Justice Daniel Billings 13:45

How long is this

Defendant Rinaldi 13:47

It's pretty long, but we can, I can cut through to what matters.

Justice Daniel Billings 13:51

I asked you a question

Defendant Rinaldi 13:53

It's 40 minutes long.

Justice Daniel Billings 13:56

Mr. Monteleone

Attorney Monteleone 14:03

given the the I won't object to the tape, although you've received it for the first time this week. Just ask that we can expedite the process of listening to it by identifying the relevant sections,

Defendant Rinaldi 14:19

yup

Attorney Monteleone 14:20

rather than asking for 40 minutes of time

Defendant Rinaldi 14:22

prior to playing that I'd like to discuss the March 5 meeting and testify to what was discussed there or whatnot.

Justice Daniel Billings 14:29

That's hearsay

Defendant Rinaldi 14:37

So the recording where I'm on the closing and Matt calls me, and we go over everything, and I say that much we agreed to that's not

Attorney Monteleone 14:44

your honor. I would object on the basis of irrelevance, all of this discussion that's been referenced here relates to concessions that were made and the extent to which concessions were reached. Concessions are not, I mean, although they are, they, I mean, they are, well, concessions are not relevant to the essential elements of the breach of contract claim, given that Mr. Rinaldi failed to perform despite the concessions.

Justice Daniel Billings 15:12

Uh, well, I mean, I think there's an argument sort of suggesting it but you haven't gone there. There's, there's an argument that offers in compromise, once there is a conflict, are

admissible. I mean, once that, once the contract was terminated, there's a decent argument that offers in compromise try to put the deal back, back together are not admissible then, that up to the termination, it's probably, it's a different analysis is that what you're suggesting council?

Attorney Monteleone 15:36

Yes, Your Honor, considering that this meeting occurred on Mr. Rinaldi has indicated it occurred on the fifth, and expressed that he purported to terminate on the fourth.

Justice Daniel Billings 15:53

So I ruled on regards to the March 5 meeting, on regards to the February 24 meeting, and it's meeting with Andy Lord, who is an agent for the plaintiff those would be admissible as being offered as admission of a party opponent, or in this case, the agent of the party opponent assumed, to the extent that they're talking about a house deal, That's a matter that he is an agent for Mr. Pierce so that is admissible. So that's part of the reason that there's a difference between that recording and the March 5 rule, recording to Mr Rinaldi's benefit, and also that the meeting took place before the termination of the contract. So do you have portions of the meeting that you want to play out?

Defendant Rinaldi 16:59

I just want to point out that Andy and Matt are both landing agents

Justice Daniel Billings 17:06

I've been here. I've heard all that (ANNOYED)

Defendant Rinaldi 17:07

I know, just this is crazy, but I will play portions of it

Justice Daniel Billings 17:11

And sir statements like that.

Defendant Rinaldi 17:14

I'm upset I'm sorry,

Justice Daniel Billings 17:16

statements like that are not appropriate I ruled that comment that my ruling is crazy is disrespectful and bordering on

Defendant Rinaldi 17:50

I apologize. Should I go?

Justice Daniel Billings 17:50

Yes.

Defendant Rinaldi 17:51

Can I just play from here?

Justice Daniel Billings 17:52

I think you can move the microphone around. That would probably work pretty well in the general area And you have a USB well, even if you don't actually, if you have USB of all these recordings, you can submit that you can submit that you've attempted to offer these recordings I rule on but you can submit the USB with all these recordings. Obviously, only the ones that I admitted will be admitted to evidence, but it's appropriate that all will be made part of the record of these proceedings if that comes up. So we will take account, how's that's marked

Defendant Rinaldi 18:24

It's just a USB has a lot on there. There is a file that says recordings on it with them in it

Justice Daniel Billings 18:30

Can you mark it?

Defendant Rinaldi 18:31

Yeah, yeah. I can do with this one And then switch with you

Justice Daniel Billings 18:34

I'd like to give you an opportunity to, well, why don't we do this after today? If you could submit a USB with the recordings that you have either offered, and the ones that have admitted, and the ones that you've attempted, but they've been offered that I've not admitted that way, all of them are part of the record.

Defendant Rinaldi 19:21

Okay,

Justice Daniel Billings 19:21

if you just do one USB with those things that way, there's no confusion about what was actually brought up in court

Defendant Rinaldi 19:26

okay, I appreciate that.

Recording Def Rinaldi 19:27

my phone. It was part of this when Matt said sign this that's Not on you Matt's my realtor It's supposed to be I finished this place, however I want you know. And then in the spec sheet, whatever reason he attached that to the contract, which is

Recording Andy Lord 19:49

So the spec sheet says garage to be primed

Recording Def Rinaldi 19:51

But Matt shouldn't have that shouldn't even have been attached to the contract. I should have read it, but I assumed he did it, right? He was really

Recording Andy Lord 20:01

Who wrote that

Recording Def Rinaldi 20:03

The spec sheet was from the previous buyer.

Recording Andy Lord 20:11

Okay?

Recording Def Rinaldi 20:11

And then

Recording Andy Lord 20:11

Spec sheet says it's to be primed

Recording Def Rinaldi 20:11

I get that but the spec sheet was from the previous buyer I said to Matt 385 but I finished it exactly how I want ya know which is the opposite the spec sheet it has all this fucking shit in it that he shouldn't have attached to it, which I get it,

Recording Andy Lord 20:25

So the spec sheet is for the bank

Recording Def Rinaldi 20:27

It it should never been involved. But anyways, to be primed could just mean the ceiling and that wall. So, you know, when we talked, you know, I asked you know because I didn't think it needed to be like, and you go it does. And I'm like are you sure about that and you go yeah, but you obviously thought I signed that

Recording Andy Lord 20:51

Right

Recording Def Rinaldi 20:53

I get that it's been so long I don't really fully remember, but I owe my Dad like 8,000 i owe Heather close to 10, somehow, fucking heat pumps my check got messed up so I owe, fucking PayPal 6000 at this point, and that's nevermind she had. Unemployment and was basically and none of the money I freaking dumped into this aside from at this point Derek's crazy ass fucking insane Bill, I'm looking at negative \$20,000 and basically working for the last seven months, 10 months for free. You know, something's fucking insane. Just fucking,

Defendant Rinaldi 21:43

I'm sorry about all that

Recording Def Rinaldi 21:43

I mean, fucking Adams out of here for \$35 an hour, showing him how to build shit. And I'm really showing the guy how to fucking build things, and he's just walking around watching Riley fucking work.

Attorney Monteleone 21:46

Can we continue to play that for the next minute

Defendant Rinaldi 21:52

I don't mind that. Definitely, if you want to listen to it, we can keep playing it I have no problem with that.

Recording Def Rinaldi 22:10

Adam here for \$35 an hour, showing him how to build shit. And I'm really showing the guy how to fucking build things, and he's just walking around watching Riley fucking work. I get you. You've done nothing but try to help. I get this whole thing, nothing to do with you. I'm just at this point. I'm just fucking all

Attorney Monteleone 22:42

Mr Rinaldi fast forward to the next point.

Recording Def Rinaldi 22:44

Was the biggest dick in the world.

Defendant Rinaldi 22:52

It was the

Justice Daniel Billings 23:00

After the beginning,

Defendant Rinaldi 23:00

like, I think like, four minutes,

Justice Daniel Billings 23:02

that's fine. So what Mr Monteleone is saying is

Defendant Rinaldi 23:07

tell you when the

Justice Daniel Billings 23:08

it is. He's fine if you move forward now but he thought that that portion was reasonably finished.

Defendant Rinaldi 23:13

Yes.

Justice Daniel Billings 23:14

And wherever you want to pick out, he just wants you to let him know when you when you start and stop, what the time stamps are created by timestamps

Recording Def Rinaldi 23:26

The joke was on me with Matt you know, like I'm running around, doing everything. And fucking Woody's coming and taking 2 hours luckily I tracked what hours they didn't show up but his hours are way off There's no contract involved.i mean, at the end of the day, like I said, I have no fucking problem with you. I appreciate everything you've done I don't know any realtor would have done the things you've done, the time you spent, as long as we come to an agreement I have no problem signing that. I just at this point. I mean,

Recording Andy Lord 24:01

Essentially you're upside down,

Recording Def Rinaldi 24:04

which is crazy, considering they came in and did I estimated their work. Like, you know, you can go online and type in time to install a door, you know, like, that's just like, fucking 80 hours max. I was being pretty fucking generous. He has them at 700 hours, so I can focus on the appraisal shit when they get here and the houses. I mean upstairs paint all over the floor we're scrubbing the floors like he calls me and I'm being pretty fucking generous, like he has me at 700 hours to do crown molding on the Cabinet, speed based indoors, you know, just Asinine amounts so I have no problem with the right of away, I don't have a problem with anything. I have no problem with Drew even though they came at me I mean, I fucking, he called me on when did he come

Recording Andy Lord 25:07

Sunday

Recording Def Rinaldi 25:07

Yeah, so he called me on, he text me on Saturday, he needs the garage clean. Because he's bring up stuff, told me he's bringing up stuff. I didn't know he needed that clean. So, I mean, there's a lot of shit in there. So I spent like, four or five hours fucking bringing it all downstairs, maybe not four five maybe like, three hours, let's say, and downstairs is already messy, and I'm just bringing it down says to get it out of way for him so I can focus on appraisal shit when they get here in the house. I mean, upstairs, this fucking all the floor. We're scrubbing the floors like, of all the denatured alcohol, the upstairs is absolutely spotless. There's no fucking crumbs on the floor. Nothing downstairs, pretty much the same. But then the base had a few things there in the basement was in disarray, don't get me wrong, but I stuck everything from the garage, everything from up here, down there, and fucking, oh my god, her fucking step dad was the biggest dick I've ever met in my life. I just stood there took it, but I mean the biggest fucking dick, fucking asshole I didn't have to clean for any of them and then he's like, so He goes when I GC jobs I clean up again. I'm like are you fucking kidding me Anyways, the

Justice Daniel Billings 26:24

Does Andy

Defendant Rinaldi 26:26

you can't hear Andy.

Justice Daniel Billings 26:26

Yeah, I can hear him, but it's 90% of you. What is relevance (ANNOYED)

Defendant Rinaldi 26:29

yeah,

Justice Daniel Billings 26:33

what does Andy say you think is significant?

Defendant Rinaldi 26:35

Um, well, I'll skip forward, but it's um, where he's talking but you can't, can you not hear him?

Justice Daniel Billings 26:38

Yeah, he's, what is this supposed to show? (ANNOYED)

Defendant Rinaldi 26:38

Well, I'll keep going.

Justice Daniel Billings 26:38

No but Tell me what is this suppose to show (ANNOYED)

Defendant Rinaldi 26:38

He says he started talking about the he was just talking about the spec sheet and talking about, what's you know, what I'm supposed to do, what they're supposed to do, what was supposed to be in it, what's not and then he says, drew wanted the garage drywalled. So he's making demands. So I'll skip through anything that's not like that

Attorney Monteleone 27:06

that misrepresents the statement, the statement that said was,

Defendant Rinaldi 27:11

No, we haven't gotten to that one.

Attorney Monteleone 27:13

Okay,

Defendant Rinaldi 27:13

so I understand. I won't play anything that's he's not. It's just me talking out of the way.

Justice Daniel Billings 27:21

your statements, anything you say on the recording is important to put in context. What Andy says, Yeah, but the reason that it's admissible,

Defendant Rinaldi 27:30

yeah,

Justice Daniel Billings 27:31

is if it's Mr Pierce's agent

Defendant Rinaldi 27:37

yup

Justice Daniel Billings 27:38

makes admissions that are relevant to the case. what you're saying really isn't admissible.(HUGE LIE, MY STATEMENTS THAT ARE RELEVANT ARE ADMISSABLE)

Defendant Rinaldi 27:42

I understand

Justice Daniel Billings 27:43

I mean, it's admissible to the extent

Defendant Rinaldi 27:46

I understand I'll make sure, I'll keep going I'll keep going,

Recording Def Rinaldi 27:50

(Skipping through audio) really, fucking state. Don't chase anyone out of here, you know. But again, for other than flooring being a fucking nice house, you know, I and if we left it up, I'm gonna finish, they'd still be crushing that he's doing it as big favor, Tuesday for three hours, and then Wednesday, Thursday gone for day. I mean, he had just, why the fuck when she's doing what he's supposed to that covers that based on the spec sheet that covers that that's not the rest of the garage

Recording Andy Lord 28:45

The appraisal was done months ago based on the spec sheet

Recording Def Rinaldi 28:21

I could just, I mean, again. Boils back to Matt and like remember when we were here talking, you know, listen, I get to finish it how I want, you know, I will show you what my plans are. You know, I can, I'll take your input. But, you know, everybody was all under that impression. All of a sudden, the spec sheet, which, again, I should have, I assume Matt was fucking doing what he was supposed to. But, you know, the whole agreement was, I'll do 385, but I finish it how I want. I have complete control over that. And then all of a sudden, you know,

Recording Andy Lord 29:03

and that's fine, you can absolutely do that, as long as it's a spec sheet to show it because

Recording Def Rinaldi 29:09

yeah, but there wasn't supposed to be a spec sheet because it was supposed to be I have complete discretion.

Recording Andy Lord 29:14

We had to have some sort of spec sheet or the bank

Recording Def Rinaldi 29:16

That's pretty much what they did anyways,

Recording Andy Lord 29:18

the appraisal was done months ago based on the spec sheet

Recording Def Rinaldi 29:24

I get that, but at the same rate, you know, what I said to Matt and what I said to Drew and you guys, when you guys came here, and they're like, that's fine. We like your what you plan on doing with it. And, you know, I mean, I, you know, I, I mean, clearly Matt doesn't have my

best interest. I mean him just sending that fucking thing that I didn't sign in November doesn't have my best interest, you know, because that's me signing something that you guys didn't have to sign back in November when you should have. And that just cost me more money and makes me more liable. So it's like, you know that's,

Recording Andy Lord 29:57

well, that one doesn't cost you. More money that works already Done

Recording Def Rinaldi 30:01

No, because that should have been done. I didn't have to do that. I was told by you guys that I did have to do it when I didnt because I didn't sign that. That's \$10,000

Recording Andy Lord 30:09

But if you look at the spec sheet it says

Recording Def Rinaldi 30:12

primed So that means that wall, and that wall that covers that based on the spec sheet that covers that, that's not the rest of the garage.

Recording Andy Lord 30:12

I think that would be a tuff argument

Recording Def Rinaldi 30:18

It's not a tuff argument it's pretty straightforward and Matt being more, you know, I mean, that goes back to Derek, you and him, all from same company. I get it. You're just trying to protect your client but at the end of the day, Matt was, my agreement, which was very clear with Drew very clear with you, very clear with everyone that you know. I finished this how I want. I have complete control over that, and I'll take your input, but I don't want to be held to anything.

Recording Andy Lord 30:46

Technically No one's bringing this up no one's bringing up that it's laminate flooring no one's bringing it's not Mitsubishi heat pumps

Recording Def Rinaldi 31:03

Yes,

Recording Andy Lord 31:03

it's not an issue,

Recording Def Rinaldi 31:03

but the flooring is engineered hardwood. It's not laminate, engineered hardware. So, I mean, that's, I mean, you can look at what I purchased, you know, it's engineer hardware, which is that falls under the spec sheet, even though, again, the spec sheet shouldn't even be freaking part of it. But the garage is a prime example, you know, like, I really didn't have to do the walls, you know, based on the spec sheet, you know,

Recording Andy Lord 31:18

The spec sheet the reason I sent that back in September, I think,

Recording Def Rinaldi 31:22

yeah,

Recording Andy Lord 31:23

because that was a discussion we had here when Drew said, Can we sheetrock the garage? And you were like no problem,

Recording Def Rinaldi 31:29

yeah,

Recording Andy Lord 31:29

So that's why the garage got sheet rocked but I was going with the assumption that the whole thing was getting primed

Recording Def Rinaldi 31:36

yeah, I mean, that's, man, I get where you're saying but the same rate you know, when we talk. I mean, obviously you assumed I signed that, you know, when we talk. I mean, clearly you assume that I don't think you were trying to, you know, pull anything or anything like that. You thought I'd sign that. And when you said that, you fully believe that, which I get, I don't think you were trying to do anything but fucking help or be clear about what's going on So, but, I mean, you know, it's just one thing that you know, is it really it boils down to Derek the geo bill doesn't help that's fucking shady

Recording Andy Lord 32:13

Well go back to your records and figure out what you paid him

Recording Def Rinaldi 32:13

I know exactly what it paid him, and

Recording Andy Lord 32:18

I'm not blaming you

Recording Def Rinaldi 32:19

I know,

Recording Andy Lord 32:19

I have no issue with you

Recording Def Rinaldi 32:20

I know, and like the Derek thing, I don't want to fight with Geo I don't want to fight with Matt I don't want to fight with Derek, but I don't want to walk away with this, like legitimately owing money, when I mean again, if I had, you know, it's bottom line is, when I talk to Derek tomorrow, Matt, I mean, you'll be here is, you know, he going back. I had to go pick us up from and he's like, I'm at my cousin's house, lying about where he lives. This is just weird shit, right? Derek he's like I'm at my cousins house it's 15 Ball dr Simple as lying to me, about where he lives, you know? Like, I just at the end of the day.

Recording Andy Lord 33:06

So how you gonna get out of the 20,000

Recording Def Rinaldi 33:08

What's that

Recording Andy Lord 33:09

Your already over by

Recording Def Rinaldi 33:09

plane and simple, you've lied about these 10 things in that in the court of law, they're gonna want to see proof that you said this or fucking signing that document. So, I mean, he seems to be like that. Dennis is coming out tonight to run it, to get all the chunks from out of it too

Recording Andy Lord 33:10

O yeah

Recording Def Rinaldi 33:12

So much stuff. Yeah, so, I mean, I really is looking good again. I you know, I really do appreciate You've got houses. I have money in every guy.

Recording Andy Lord 33:15

What's that lot worth

Recording Def Rinaldi 33:18

He realized the difficulty, though, he kind of shows up with all the right tools. I don't think he has the experience like a roof He can, he can do a roof and there's money on every guy.

Recording Andy Lord 33:46

You have documentation enough that you can bring tomorrow and say, here, but I have for hours here,

Recording Def Rinaldi 33:46

yeah. So at least

Recording Andy Lord 33:15

So I think we're open to a good discussion

Recording Def Rinaldi 33:15

I do too, and, and, I mean, I

Recording Andy Lord 33:28

I don't think anyone wants to see you screwed

Recording Def Rinaldi 33:18

I mean, I mean, that whole thing just feels like, I mean, again, you don't know, I don't know discussions or what happened, but it just, I mean, it does feel like fucking, he just threw a number, because the geo thing. Problem was, I never saw these bills up to late. So I feel like they thought that whatever they submitted was gonna get paid and was not gonna be a question. So, I mean, it's, you know, I don't want fight with anybody. I just want to fucking, at the end of the day, fucking walk away with this fucking thing, at least with something, because I need, I need at least something so I can, when I start that, I have that buffer you know, I mean not being in the whole negative fucking,

Recording Andy Lord 34:45

What's that lot worth

Recording Def Rinaldi 34:46

Matt mentioned that too. I, I mean, I again,

Recording Andy Lord 34:50

Give it to me before you give it to Matt

Recording Def Rinaldi 34:52

I had to put this house on the back that one. I'd like to fucking keep a hold of it so I could just, but you've got no business building these with that, with

Recording Andy Lord 35:02

not. Very big 1200 1100 square ft very basic 1200 square foot ranch.

Recording Def Rinaldi 35:08

You have no business building these with that, with a bank, without having really, 50,000 in the bank, right? And if I have 30 in the bank, I can at least have a little bit of a fucking buffer two minutes. Is that?

Recording Andy Lord 35:22

No granite and no upgraded cabinets nothing And on three acres. Nice lot It's a nice house. But not

Recording Def Rinaldi 35:31

Is it new or

Recording Andy Lord 35:32

a new construction? We offered 315 on it and the rumor is it went for 340

Recording Def Rinaldi 35:36

that's crazy My sister's house in Westbrook is a fucking, literally probably one of the most beat up houses ever and it went for 315 Dude, it has to completely be gutted, like, I mean, it's, it's a hole. And I'm like, holy fuck dude. They say, look at this damn you know. But at the very end of the day, this, this one, I mean,

Recording Andy Lord 35:57

This one is further out. That's gonna hold it back a little bit

Recording Def Rinaldi 35:56

And It is a learning process for me. So I do take value for that, you know? So, I mean, it's why I'm not, like, freaking out even more, you know, where I'm like, fuck dude, you know? Because, I mean, she was getting unemployment and fucking, basically giving me most of it. So, I mean the foundation. I mean, I don't, like, how much money I put into this, aside from what I got from the loan I mean, at the end of the day, I'm probably, you know, never

mind my I haven't paid myself. So, you know, I mean, my dad's been fucking, you know, God, I mean again, sends me 100 yesterday I mean, my dad's, he's doing all right. So, you know, he's awesome. My parents are awesome, you know. But honestly, some my parents house, they want to sell it. And they're in Westbrook, and they have the house detached garage. They've got like three lots, and I told them, You need to just attach a house to that garage over here, split it and then, I mean, it's nice. My sister's house right across street, sold for 315 my parents house is way nicer. And I mean, until I think it's at 400 or something like that, appraised for 400 but something like their place for 400 but if they the garages, is as big as the fucking house, massive garage.

Recording Andy Lord 36:53

No shit

Recording Def Rinaldi 36:56

So, but my Dads like talk to Matt but he doesn't know we had a falling out

Recording Andy Lord 37:06

You have my number

Recording Def Rinaldi 37:14

yeah, my dad is, he's needs out of this fucking place. So they're looking at a bunch of land up in Ellsworth right now, on the water.

Recording Andy Lord 37:27

You got a really good realtor friend in

Recording Def Rinaldi 37:29

that same county, Hancock County. I mean, infrastructure sounds good?

Defendant Rinaldi 37:47

Yeah, make sure you got those the numbers. So I don't know if you've heard him referencing the following day, we had a meeting with everybody. That's when I realized he was kind of playing me because I pointed out that something with Derek and he flipped out and all that. So that was that point. I really thought he had my back. I really appreciated the things he did, but I didn't realize that he was as involved as he was. He kind of played it that way. But anyways, how much? Do I have anymore time? A few more minutes? Or

Justice Daniel Billings 38:28

Yeah

Defendant Rinaldi 38:32

just want to go to Plaintiff's Exhibit 16? Actually, sorry, plaintiffs exhibit, 15 line, five buyers want to close tomorrow and take the property as is, that's something Drew discuss. Just want to make sure. And then line two, closing get pushed until Tuesday lenders decision so you can work over the weekend and make back to escrows they need to be held back. So he's talking about the paint there and when I did so they, they refused to even allow me to have it, even at all. Um, I then, on the third, as you guys are aware, I found out that the money was all gone, and I mentioned the rate lock that I may have signed it but I guarantee it was just an email saying, sign extension. And then, as James pointed out, I was better off having a bidding war, because I was just furious at that point. Trying to get that number back up for you. Andy's called the bank. It's just spoke with Ryan. And then here at 11, he goes, we're going to crunch the numbers first thing tomorrow morning with RMS and Lincoln and figure out how to get more money. So Matt's talking to my bank, which and knows things he shouldn't know, apparently. And then Andy was as well. Now these all, they're all admitted in their entirety I'm guessing okay, and then line 20 on page nine, is it this references that that meeting that happened the next day where I said, Never. Mind the fact that I tried to have a normal conversation with Derek about ridiculous bill, and ended up getting bullied by nine people, including the buyers, which is insane, he said, the buyers are super pissed but we are still trying to help you, line 21

Attorney Monteleone 40:44

objects to the extent that this is duplicative of evidence that's in the record with the text messages. And we're 40 minutes beyond Yeah ,

Defendant Rinaldi 41:00

I won't repeat anything that we already covered,

Justice Daniel Billings 41:00

I've read the text

Defendant Rinaldi 41:00

yeah, okay, I just want to point out possibly one or two more things. Um, line 22 says, I may have set unrealistic goals, but it doesn't take away from the quality of this house and the fact that I built it less than eight months. No, that's not it. Sorry about that. Says I full discretion, said to the buyers over and over that I could take till next spring and they would be happy, which we discussed yesterday. Oh, I want to submit from yesterday the response letter to the March 12 letter. And I just wanted to cover that, and then, and then, I think I'm done that. And one more thing, okay, this is exhibit this was my response letter to his March 12 letter. He submitted his letter with the emails which are in the record. And then this is mine from yesterday. It was exhibit, and I'll get you a copy of this. James from yesterday. It was exhibit A for me, page one and two. This is where I basically respond to him saying that nothing you said was truthful. I discussed the laptop, and then I also discussed which we haven't brought this up yet, is the financing letter. In the contract, it states that they need to provide a financing letter. I believe you did submit it into evidence, correct? Yes, sir, yeah. So in there, there is no financing letter attached to it. The Financing letter doesn't meet the requirements of the contract, so my right to terminate ends upon receiving of the letter. So I said to them, it's right here. I didn't mention secondary breach last Friday because nobody contested my right to terminate the contract, but I looked at it they did under the financing paragraph of the p&s agreement, the buyer is required to provide me the letter, the letter showing the buyers

Attorney Monteleone 43:45

objection, best evidence the letter says what it says,

Defendant Rinaldi 43:49

it's this is different. I've made an application and is qualified for the loan if the buyer fails to deliver such, such the letter selling to terminate the agreement in the right determining ends once the letter is received. I've never received such letter, therefore I invoke my right determining under that clause. Obviously, the contract is already terminated due your clients, because it will release payment funds in Mexico. But wanted to mention this clause will be measured. And then I also in here I put the buyers are very involved in construction of this house, so the spec sheet doesn't perfectly match the specs of the house. I installed LP smart side instead of vinyl, used spray foam insulation added an additional bedroom, completely redesign exterior increased the square footage several hundred feet. That's things I did after the contract was signed, because I was directed to but anyways, this is defendants exhibit a page one and two that I would like to offers into evidence. It goes along with what he's already submitted. It makes it just a complete record.

Justice Daniel Billings 44:42

Any objections

Attorney Monteleone 44:42

I'm going to ask for additional foundation to establish the date

Defendant Rinaldi 44:57

it's so in the email, it's attached. To my Response,

Justice Daniel Billings 45:02

what you're saying is attached to the email.

Defendant Rinaldi 45:05

Yes, exactly. It was back and forth

Attorney Monteleone 45:11

No objection.

Defendant Rinaldi 45:17

And then the last thing, it is okay. This one right here. And then I just wanted to mention his letter he submitted from his I think he says on Discovery, 49, 50, there's an additional letter. I had objected to it because there's another, another one in his discovery, but with a different timestamp in a different email signature, same thing. I've never understood why there's two different finance letters none of them were sent to me they were sent to Matt the contract states they need to be sent to me

Justice Daniel Billings 46:13

Well they were sent to your agent

Defendant Rinaldi 46:14

Yes, but again, there's no financing letter attached to it, and even the financing letter that they reference doesn't meet the requirements. So

Justice Daniel Billings 46:25

you never brought that up until weeks after (ANNOYED)

Defendant Rinaldi 46:29

Yeah but my right to terminate. No, no, i brought it up a week later, a week later, when he wrote me so but my right

Justice Daniel Billings 46:39

you never before you terminated the contract. You never brought it up before you terminated the contract, you never brought up that

Defendant Rinaldi 46:44

no, but my right to terminate ends when I received the letter. I hadn't received the letter. So I mean, and again, that the letter that they've used for evidence doesn't even have anything attached to it. So I never received anything. My realtor didn't receive anything. And there's multiple versions in there, which is just kind of weird, but,

Justice Daniel Billings 47:03

He said it was sent to Matt

Defendant Rinaldi 47:05

yeah, two different weird versions were but neither of them had anything attached to it. There's no attachments. So they sent an email referencing something, not finding something. I'm not sure what the wording is

Attorney Monteleone 47:15

objection. Mr Rinaldi lacks personal knowledge to speak to what Mr. Dibiase has received in his email, and the testimony should be stricken

Defendant Rinaldi 47:23

This is in evidence that he submitted, so I'm just speaking to that as my right under the purchase and sale agreement to I mean, he's my agent. I mean, I'm and I never see that letter, and I invoked my right to terminate,

Justice Daniel Billings 47:36

Well first if your agent received the letter,

Defendant Rinaldi 47:40

but he didn't. He received an email referencing it, but nothing attached to it. So neither of us received any letter, and then I just sent an email, I'm sorry, a this is to Andy Lord, between him and I, and I just sent him a, basically a rundown of what I was doing, what Derek's crew did, actually. This doesn't even relate. Forget that. This is the last thing. This is from Matt Dibiase to Ryan Cyr introducing me. And this is on january 24 2020 Ryan and Anthony. This is an intro email. Anthony's looking for new hard money lender. We're about to start a new build for a buyer right now Priced around 400,000 let me know if you need anything. I Only have one copy, but I would like this to be part of the record if possible. You can make copies if you want

Justice Daniel Billings 48:27

What's the relevance

Defendant Rinaldi 48:28

just that. It was just an introduction that I'm not It's not calling me an LLC or anything. And the 400,000 is where we originally planned, and then So, and that was a smaller house and like that. So to build him this much larger house, much more extravagant house for less money, it just doesn't really

Attorney Monteleone 48:53

objective mission. It's never, never provided. Ts unrelated to the transaction at issue, and is hearsay. And inadequately unauthenticated.

Defendant Rinaldi 49:03

He, one of him star witnesses at one point, was my realtor who provided him all kinds of documentation . He has all kinds of stuff from my realtor that should include this. So, I mean, it is relevant, because it's discussing a value way prior to your client, but with all the parties involved and speaks to me not presenting myself as An LLC because I didn't and also to value

Justice Daniel Billings 50:01

objections sustained

Defendant Rinaldi 50:01

I think that's, oh, that's what it was you have on your exhibit list, my affidavit, as well as my supplemental affidavit, they weren't submitted, though, when we did it, but you didn't reference it. I believe you read that line where I said, no additional work,

Justice Daniel Billings 50:30

right? He used it as prior inconsistent statements but that doesn't make the whole affidavit admissible

Defendant Rinaldi 50:37

Okay, so I just want to go to it really quick. So he said, I said he didn't. Again, this is my my attorney, but so let's see. So line 18, I expected to be compensated for additional work and upgrades. However, no increase in purchase price was ever agreed to between the buyers and myself.

Attorney Monteleone 51:14

Objection Your Honor. This is, Mr Rinaldi has had the opportunity to testify. He's available to testify as he's sitting here, his prior statements are are redundant and prohibited by the rules of evidence.

Defendant Rinaldi 51:27

Hold on. He brought up in here, which there's a line that will again, we can reference just so you can see that that my the way my attorney wrote it, or I wrote it, if you want to look it that way. Line 31 I was willing to accept no additional payment for the time materials expended on additional work that performed at the buyer's request but I was not willing to pay, I was not willing to pay for the asphalt topcoat, and never agreed to. Was not obligated to provide under the P&S spec sheet he's saying that day, I was willing to close, you know, but based

on what they offered me, but that's so I'm just showing them that like that 18 that I did expect to be paid for that, but we never came to an agreement. And then I estimate the value, and then I think it says it one more place more place where I reserve the right to go after it. So I just feel like he just took it out of context. But I just wanted to clarify that so that it wasn't misrepresented and made seem like I said something I didn't. Because if you read the entirety of that affidavit, it is pretty clear that I wanted that money. I deserved that money, the upgrades happened, and I never said, you know, I waived my right or anything along the lines. I think that's it.

Attorney Monteleone 53:24

I'll attempt to be brief. Your Honor. Mr Rinaldi we listen to. Let me first establish that there's been lots of discussion about Derek Geo. These are contractors that were hired by your lender, correct?

Defendant Rinaldi 53:58

Yes, yeah,

Attorney Monteleone 53:59

To do work on the house that you were under contract to complete.

Defendant Rinaldi 54:03

Um hmm I'm sorry, yes.

Attorney Monteleone 54:12

Additionally, you described variety special features of the house when you're talking about the scope of working both, but ultimately, special features like quartz veneer and PVC trim. When you're describing the expansive nature of this project, recall that testimony?

Defendant Rinaldi 54:31

Yeah,

Attorney Monteleone 54:32

those are the type of finished materials that you reserve the right to choose of what got placed in the house, correct?

Defendant Rinaldi 54:43

PVC and quartz yes, both of those are choices that I made,

Attorney Monteleone 55:12

I'd like to discuss briefly the recording that you played in that recording, which was February of 2021, Correct,

Defendant Rinaldi 55:36

24th

Attorney Monteleone 55:38

February. 24 2021, other words, just a couple weeks before the closing was scheduled, in that recording, you made the statement that the original spec sheet that we've been looking at as Exhibit two shouldn't have even been attached to the contract

Defendant Rinaldi 56:00

Yeah,

Attorney Monteleone 56:04

you also the opportunity to to express your understanding of of the agreement and and in that I unders, I understood you to say to Derek, excuse Me to Andy Lord, in that context, the

whole agreement was, I will do 385,000 but I get to finish it how I want. I've got complete control over that did I hear that correctly.

Defendant Rinaldi 56:30

Yes

Attorney Monteleone 56:32

And in the course of describing the whole agreement during that meeting with Andy Lord,

Defendant Rinaldi 56:41

I described some of it. Yes

Attorney Monteleone 56:44

In the course of that meeting, you referenced the basis of of the agreement, pointing back to the agreement, the conversation that you had with Drew at the house in August, right when you said, quote, remember, we were here talking with Drew and say, Hey, listen, I get to finish it how I want. I'll show you what my plans are. I'll take your input. Everyone's under that impression, right? Nowhere in your summary of the agreement, did you say, what about the upgrades? Did you

Defendant Rinaldi 57:22

No, because we had already hashed that out. He had beaten me up on it, and I at that point, there was, we were my focus was my focus at that point was the embezzlement and all that stuff. Andy I became fond of I thought he was trying to help me

Attorney Monteleone 57:27

identify, identify in which document that's in the record, where you've identified the dollar amount that was agreed to be paid for what you've characterized as upgrades.

Defendant Rinaldi 57:54

Obviously, there's none.

Attorney Monteleone 57:56

Okay, you introduced a whole host of text messages with your realtor, with with Drew's realtor, you didn't identify one text message in which you've identified, in which you've expressed a number as to what you're what your owed for upgrades,

Defendant Rinaldi 58:19

Yeah, that's obviously what I testified to. That's the truth. I did not

Attorney Monteleone 58:23

That's not my question.

Defendant Rinaldi 58:24

Yeah,

Attorney Monteleone 58:25

if you show us in those exhibits that you've presented, where there is a statement in which you've identified a number a dollar amount that you're entitled to receive for what you've characterized as upgrades,

Defendant Rinaldi 58:37

I can see there's not one, there's not one.

Attorney Monteleone 58:41

And can you identify a single place in any of those messages in which you've identified some understanding that you would revisit the price at a different time?

Defendant Rinaldi 58:53

Well, we don't have the text messages from that period. Unfortunately,

Attorney Monteleone 58:57

Mr Rinaldi you have your own text messages

Defendant Rinaldi 59:00

Not from that period

Attorney Monteleone 59:01

Well, and that's that's unfortunate.

Defendant Rinaldi 59:03

My phone broke in January, my text from January on, just like you guys couldn't provide text,

Attorney Monteleone 59:08

but ultimately, you can't point to anything that identifies a point in time where you have have established some understanding of an agreement that the number the price would be changed, or what the price would be, how the price would be changed.

Defendant Rinaldi 59:25

That's not my job,

Attorney Monteleone 59:26

Ok

Defendant Rinaldi 59:28

well, the price changes would be, but

Attorney Monteleone 59:30

thanks, I agree with that. Now. we've looked at the corrected spec sheet in Exhibit four. You testified earlier that you had provided exhibit four to the appraiser Correct.

Defendant Rinaldi 1:00:02

I was asked,

Attorney Monteleone 1:00:04

and for example, and you've had the opportunity to review exhibit five, which is the appraisers that preliminary appraisal Correct.

Defendant Rinaldi 1:00:12

I think so is that the one that says 420

Attorney Monteleone 1:00:16

I'm referring to exhibit five.

Defendant Rinaldi 1:00:18

Yeah.

Attorney Monteleone 1:00:20

Okay. And in that you've seen that, that the appraiser, in fact, took information from the corrected spec sheet that you provided, right?

Defendant Rinaldi 1:00:31

This is, I object. This is redundant. We've gone over every single bit of this everything in detail,

Attorney Monteleone 1:00:37

all right, and including, we've got, we've got floor plans in that in which those, those are plans that that you prepared and provided directly to the appraiser.

Defendant Rinaldi 1:00:50

Yup the upgrades were requested. So I provided the updated scope,

Attorney Monteleone 1:01:42

right? In the in the recorded conversation, you spoke to the fact, in speaking Andy Laura, you spoke to the fact that you were aware that Drew's agent believed that you had signed exhibit four,

Defendant Rinaldi 1:01:57

yes, I, I, said to him, yeah, I'm guessing you were assuming giving him the benefit of the doubt yes,

Attorney Monteleone 1:02:02

I think you said you obviously thought I had signed that

Defendant Rinaldi 1:02:09

Yes, that sounds right

Attorney Monteleone 1:02:12

And discussed it, discussed it elsewhere that you were aware that prior to the closing that Andy as Drew's agent, was on the understanding that you had signed exhibit four.

Defendant Rinaldi 1:02:25

No, I wasn't on that understanding. I said to him, I'm guessing you probably assumed I signed it. I didn't know anything about it. That was just an assumption I was giving him the benefit of the doubt

Attorney Monteleone 1:02:39

And what did you glean from that, from the conversation you had that day?

Defendant Rinaldi 1:02:40

What do you mean?

Attorney Monteleone 1:02:42

You took you took away from that conversation. You expressed an assumption, and he confirmed that assumption Correct.

Defendant Rinaldi 1:02:48

Yes

Attorney Monteleone 1:02:58

You testified to the contents of your agent's email. In fact, you have, you have no personal knowledge about what your your agent received or didn't receive do you

Defendant Rinaldi 1:03:10

Oh, for the financing letter

Attorney Monteleone 1:03:11

I'm speaking generally,

Defendant Rinaldi 1:03:12

only what you provided me and what I have okay and forwarded.

Attorney Monteleone 1:03:16

Nothing further your honor

Defendant Rinaldi 1:03:17

do I get to

Justice Daniel Billings 1:03:18

briefly? (RUSHING DEFENDANT)

Defendant Rinaldi 1:03:19

I'll be really quick, because that wasn't very long. So he brought up the that there's no he's right. There is not much, or really any that describe, I never came to a number. I tried to make that happen. Matt was absent and Andy is pretty good at keeping the conversation where he wants it. So, as you saw, as a witness, he's not the easiest person. He's very smart. He's very manipulative, as my opinion, and I have no text prior to January. I couldn't get those text and I wish I had them. I don't know what they you know, I don't think they say a number on those either, but the fact of the matter is that upgrades happened, I was being directed to again landing agent, landing, agent, landing agent. So I was just doing what I thought I was supposed to do. I didn't think that they were going to screw me. I thought I was in good hands. It's unconscionable to think that I would just decide to build this huge

house, this much bigger house, and not get anything for it. I mean it. I get that I could have been better about it. I get that it will never happen again I'll tell you that. But it's just and then we heard in the recording Andy testiied that they never Requested upgrades And here he is in the recording saying Drew requested that be done. And so and drew testified that they never requested upgrades. So I mean, clearly, you know, I've told the truth from start, I've always told the truth. I could have been better about things, but at the end of the day I was taken advantage of. I was bullied and manipulated at every turn the even in, you know, Todd, you know, I don't know if I can speak that, but the numbers were exceptional what I built that for was far less than what the average builder could. I saved a fortune on labor and as a contractor, as GC, remember when he got up here and said, I mean, I could have paid myself because I was a laborer too. I didn't, you know, I wasn't just the GC I was doing the tasks, and it's completely appropriate for a draw to pay wages to people for doing those tasks. I was doing those tasks and still didn't take compensation when I could. I was trying to get the house done. So it just, you know, I I get that. It could have been better documented, but Andy, he did a lot of stuff face to face that he didn't want. Got me on the record. Smart of him to do, but just stinks for me. But again, I've told the truth from the start pulled up with the truth. And you know, yeah, is what it is. But

Justice Daniel Billings 1:06:19

Okay thank you. Any other witness you wish to call

Defendant Rinaldi 1:06:22

It's fine

Justice Daniel Billings 1:06:24

so you're resting

Defendant Rinaldi 1:06:32

Exhibit wise. I just didn't know if I'd like to their affidavits. I'd like to submit those, if I possible, as as evidence, just because it it just shows all the inconsistencies, all kind of statements, and just, it's just even it's just across the board, multiple stories. I'd like to have them all submitted, if possible,

Justice Daniel Billings 1:06:57

Council

Attorney Monteleone 1:06:57

Mr Rinaldi has had ample opportunity to raise all these issues with each of these witnesses that has come up. He's had the opportunity to call Matt Dibiase here as a witness himself. It's impractical to be admitted, perhaps when all these witnesses are in fact, available to testify to what's in the update.

Defendant Rinaldi 1:07:16

I didn't have time to subpoena. I didn't I thought Diane would have wrote me back and responding when I said she contacted me, I said I wasn't available, she didn't write me back, so I assume you were good. And then I found out, found the letter, when, at that point, it was too late to subpoena anyone. And and, yeah, again, I'm pro se, I'm doing my best, been working full time even during this trial. So yeah, I mean, I get it. I just think it's just, you want to get to the truth. I mean, they've told multiple stories and you know, it's, I'm sorry.

Justice Daniel Billings 1:07:51

Objections sustained

Defendant Rinaldi 1:07:53

Can I submit it like the other ones?

Justice Daniel Billings 1:07:55

Yes.

Defendant Rinaldi 1:08:55

Think I'm Yeah, I think I think I'm good.

Unknown 1:09:24

The Defendant has rested do you wish call a rebuttal witness

Attorney Monteleone 1:09:29

I don't anticipate calling any witnesses in rebuttal your honor

Justice Daniel Billings 1:09:32

starting to plaintiff What is your thoughts about closing?

Attorney Monteleone 1:09:38

Consistent with the court's direction yesterday, certainly prepared to give closing might ask for a short recess.

Justice Daniel Billings 1:09:57

That would be my preference as well. So let's break till two o'clock, and then we'll proceed with closing

PART 3/3

Justice Daniel Billings 0:03

Ready for closing,

Attorney Monteleone 0:17

clarify, I believe that the looks like the Zoom may not be quite connected for Mr. Pierce to see the courtroom.

Justice Daniel Billings 0:24

Can you see and hear us Mr Pierce

Plaintiff Pierce 0:28

Yes your honor

Justice Daniel Billings 0:29

Thank you.

Attorney Monteleone 0:37

DrewPierce is before the court today seeking the benefit of the bargain, the bargain that he reached in August of 2020 but was denied to him in March 2021 when Anthony Rinaldi refused to close on the contract for the purchase of sale of real estate. Throughout this Mr. Rinaldi's conduct throughout this proceeding has demonstrated that he has an excuse for everything, but rarely are those excuses supported by evidence. Now the trial testimony and exhibits that were admitted into evidence support the following findings of fact. Anthony Rinaldi is a general contractor who, in 2020 began construction of a spec house and property located at 451 Cape road. Rinaldi conducted business under the trade name Southern Maine construction LLC but no Corporation had been established. The project was Mr. Rinaldi's first as a general contractor. Rinaldi had no prior experience budgeting for or executing on a complete home build project. He previously worked solely as a subcontractor, paid on an hourly or project by project basis. He had no meaningful experience working with construction contracting. Now, Rinaldi chose to modify his original building plans to pursue a larger, more ambitious design before he had ever met Mr. Pierce, Rinaldi summarized his new design in Exhibit one, the new version contemplated a four bedroom, 2269 square foot house, including a bedroom to be built above the garage, construction of new features, such as the gabled roof above that garage. That began immediately. Now drew Pierce meanwhile, was looking to purchase a home. He had reviewed rinaldi's summary of the build exhibit one. He lined up a meeting with with Mr. Rinaldi in August 2020. During that meeting, Mr. Rinaldi told drew all about the four bed, two and a half bedroom house that he intended to build and he intend to offer for sale. Additionally, Mr Rinaldi explained to drew that he wanted to have full discretion to choose the fix and finishes of the house at no point during the August 2020 meeting did either party

raise the possibility of choosing between two different designs. Only the version that Rinaldi sought to build was discussed. Rinaldi's agent, meanwhile, indicated that rinaldi's Asking price was 385,000 so this discussion confirms that the house that Rinaldi believed he was building is the same house that Mr. Pierce believed he was buying. Now with that conversation, Mr. Pierce expressed his approval and began to prepare an offer. On August 15, 2020, Mr. Pierce submitted an offer to purchase the property and the home that Mr. Rinaldi was constructing for the full asking price of \$385,000 as part of that offer Drews Agent attached a copy of an outdated spec sheet that was taken from an expired earlier sales listing. That spec sheet, which is shown within exhibit two, erroneously describe a different house design that was inconsistent with the with the construction that was underway, and the terms and understanding that drew and Mr. Rinaldi discussed during their August meeting. Evidence shows that both parties recognized the original spec sheet did not apply errors in the original spec sheet that were known to both parties included the description of the house as the three bedroom 1900 square foot house, as opposed to the four bedroom 2269 square foot house. The Photo Rendering in the original spec sheet showed a flat roof garage with none of the gabled ends that were that were already under construction and a different style of porch. Additionally, the original spec sheet outlined details in which the buyer was going to be the party choosing the fix and finishes for flooring, lighting, kitchen cabinets, countertops, bathroom fixtures, all of these details, Rinaldi recognized from the outset that the specsheet was incorrect. However, he testified that he believed it was just a formality. Testified that he believed he wouldn't be held to it. Rinaldi accepted Mr. Pierce's contract offer on August 18, 2020, without a counteroffer. Now Mr. Rinaldi recognized the original spec sheet was erroneous, and consequently proceeded with the construction of the build that he had intended. He at no point in time did he seek to remove the foundation footings that were inconsistent what he what he had built, was inconsistent with what was on the ground. Did he or to remove the framing of the gabled ends that he had, that he had built consistent with his vision of the house, because Mr. Rinaldi never recognized the original spec sheet to be a reflection of what was being built and what was being sold for \$385,000 notably, the eventual spec sheet included provisions in identifying that the buyer was the one choosing the fits and finishes. Mr Rinaldi testified that his understanding all along was that he had the opportunity to choose the fits and finishes. And the court heard testimony that from Mr. Pierce confirming that that was their their mutual understanding. Unfortunately for Mr. Rinaldi, he can't pick and choose what terms don't apply and what terms do apply now, consequently, Mr. Rinaldi was aware that the errors in the original spec sheet needed to be corrected, and they needed to be corrected before Mr. Pierce's bank performed its preliminary mortgage appraisal. The correction was essential, because Mr. Rinaldi's construction plans needed to demonstrate value over and above the \$385,000 contract price. Otherwise the deal

wouldn't be able to proceed as as Andy Lord testified so on or about September 13, 2020, Mr. Rinaldi drafted a corrected spec sheet, as shown in Exhibit three, he provided a copy of it to his agent. The corrected spec sheet made changes to all the known errors to more accurately reflect the terms that Mr. Rinaldi and Mr. Pierce had reached had contemplated during their mid August meeting. The description, for example, was updated to reflect the four bedroom, 2200 plus square foot house that the parties contemplated. The Photo Rendering was updated to incorporate the Photo Rendering that Mr. Rinaldi had provided in the August 5 summary that's shown in Exhibit one, confirming that the gable ends and extended porch already construct under construction were, in fact, what was within the scope of the build just really the wall footings in the corrected spec sheet were updated to reflect the larger size that Mr. Rinaldi had previously installed, and references to the buyers options to select fits and finishes for the kitchen, for the bathroom, for the flooring, were all removed to accurately reflect you understand that Mr. Rinaldi was choosing those those details, meanwhile, other terms favoring Mr. Rinaldi were changed. Including the removal of builder, builder warranty. Mr. Rinaldi sent the corrected spec sheet to his agent on September 13, 2020 via email, as shown in Exhibit three. Rinaldi's Agent forwarded the corrected spec sheet as shown in Exhibit three to Drew's agent almost immediately, in turn, Drew and Janice signed the corrected spec sheet the next day, on September 14, 2020 Mr Rinaldi testified that he was fully aware that both the appraiser and the bank would rely upon his corrected spec sheet in order to process Mr. Pierce's mortgage application and ultimately issue the financing that's required for the transaction to close. Rinaldi himself sent the corrected spec sheet to the appraiser, providing a summary of the scope of the build and above all, after preparing the corrected spec sheet, inviting Mr. Pierce to approve it, inviting Mr. Pierce's lender to rely upon it. Mr. Rinaldi, in fact, performed it, constructing the house in a manner wholly consistent with that set forth in the corrected spec sheet. Nothing in the record indicates that the corrected spec sheet was ever coupled with a request that Mr. Pierce pay more than the \$385,000 that he was he contracted to pay the bank's appraiser, in fact, relied upon the corrected spec sheet and the floor plans that Mr. Rinaldi provided to to reach a conclusion about the home value, and that preliminary appraisal that's shown in Exhibit five incorporates the corrected description and Photo Rendering into it, accounting for the value of what Mr. Rinaldi was building in reliance on the correct spec sheet that had been provided to it. Additionally, the appraisal incorporated the spec sheet term stating that the house's driveway would be a black top surface. Rinaldi testified that he knew that the term blacktop excuse me, that he knows the term blacktop to mean asphalt, to mean paving. The contract called for the house to be completed, and the sale will be closed in November of 2020 but construction delays prevented that from occurring. Instead, closing was repeatedly delayed. Closing was ultimately extended out to March 5, 2021, in preparation for closing Mr. Pierce's bank performed an updated appraisal

in February of 2021, and determined that several aspects of the work that was promised in the corrected spec sheet could not be completed during the winter season and necessitated escrow withholdings at closing. Those projects included the driveway paving, some exterior painting, landscaping, all of which is summarized in Exhibit 10, the updated appraisal Rinaldi was made aware that the bank intended to require the funds for paving, painting and landscaping to be set aside in escrow. But he raised no objection in late February. Instead, he attempted to complete as many of the escrow projects that he could in hopes of reducing the escrow hold back. Meanwhile, also demonstrating belief that he wouldn't have the opportunity to receive escrow funds for completed work on March 3, Mr. Rinaldi. Mr. Rinaldi received notice that he would receive less than \$3,000 in net proceeds from the closing. The number was much smaller than Mr. Rinaldi anticipated, because he was unaware that his lender had made arrangements to hire and pay subcontractors to finish incomplete work on this house. Now, at the time, Mr. Rinaldi understood the property's market value had increased significantly, and he began looking for reasons to terminate the contract. Ultimately, Mr. Rinaldi asserted the theory that Drew's bank's insistence on holding escrow funds for driveway paving violated the contract based upon Mr. Rinaldi's own interpretation that the driveway gravel that he had installed was sufficient to constitute a base coat of asphalt. The bank, despite demands and efforts to make concessions. Was unable to release the escrow on short notice because its appraiser had relied upon the language that Mr. Rinaldi's own spec sheet provided that indicated that the driveway would be made from blacktop. Now rinaldi's claimed that the refusal to remove the paving escrow constituted anticipatory repudiation, and Mr. Rinaldi purported to terminate the contract, despite subsequent efforts made by the brokers to try and persuade Mr. Rinaldi to close. He refused to do so. As drew as Mr. Pierce waited at the closing table. Mr. Rinaldi texted his agent that he would not be coming. Mr. Pierce then scrambled to make arrangements to get his possessions out of the property. As he returned to the property for which he held a leasehold interest through the term of the contract, Mr. Rinaldi called the sheriff's deputy to ensure that drew was forced to leave. No mention was made to the sheriff that Drew had a right of possession that Mr. Rinaldi had granted him as a concession for continued construction delays, the sheriff's presence effectively evicted Mr. Pierce from continued possession. Less than one week later, counsel for Mr. Pierce contacted Mr. Rinaldi regarding the refusal to close the breach of contract, and invited Mr. Rinaldi to mediate the dispute pursuant to the purchase sale contracts mediation clause, Rinaldi refused to submit the dispute to mediation, as the P&S required approximately three weeks later, Mr. Rinaldi relisted the property and put it under contract within 24 hours of listing for a purchase price of \$487,000 \$102,000 more than Mr. Pierce had contracted to pay in August of 2020 Mr. Rinaldi through his prior counsel, has stipulated that \$487,000 what represents the property's fair market value at the time of the breach, as

reflected in the court's may 20, 2021, order, which provided A summary of the stipulation that was brought in in June of 2021 Mr. Rinaldi closed on the sale of the property to a third party for \$487,000 now, from these findings of fact, the court can reach the following conclusions of law, these parties entered into a binding and enforceable contract for the purchase and sale of real estate and for new home construction. The contract was based upon a mutual understanding that Mr. Rinaldi was building and selling, and Mr. Pierce was buying a four bedroom, 2269 square foot house that as contemplated in Exhibit one, with Mr Rinaldi retaining the discretion to choose the fits and finishes that he sees fit. Although the original spec sheet was erroneous, Rinaldi made an offer to modify and correct the contract through his drafting of the corrected spec sheet, an offer at common law is a manifestation of a willingness to enter into a bargain. So made as to justify another person in understanding that his assent to that bargain is invited and will conclude it. Here, Mr. Rinaldi's corrected spec sheet manifested His willingness to be bound by the terms that he laid out there in when Mr. Rinaldi caused the corrected spec sheet to be presented to Mr. Pierce for his signature and approval and then provided to Mr. Pierce's bank appraiser as a representation of the. The of the agreed upon terms. Now, any prior terms the contract that could have required Mr rinaldi's signature on change orders or amendments was effectively waived when Mr Rinaldi provided the corrective spec sheet to Mr. Pierce's bank appraiser with knowledge and appreciation that the appraiser would rely upon the corrected spec sheet as an accurate statement of the contract terms. Moreover, Mr. Rinaldi performed terms that he set forth on the corrected spec sheet. Now Mr. Pierce's bank appraiser, in fact, relied upon the correct spec sheet to Drew's detriment, because it's incorporation of the blacktop prevented Mr. Pierce from being able to negotiate an alternate arrangement at the last minute upon Mr. Rinaldi's demand, which was inconsistent with the contract. Now, Mr. Rinaldi is drafting up the corrected spec sheet, providing to the bank appraiser and performance of what's set forth therein, repeatedly demonstrate through conduct that he has manifested his assent to the terms of that agreement. Courts have recognized that the conduct of a party is effective to manifest a sin where he intends to engage in the conduct and knows, or has reason to know that the other party may infer from his conduct that he ascends. Now Mr. Rinaldi has failed to satisfy his burden a proof to demonstrate that the correct the corrected spec sheet resulted from duress, a misrepresentation of any manner that there's no evidence in the record whatsoever about duress or misrepresentations at the point in time that the corrected spec sheet was was provided, or at all right, for that matter, further. Mr. Pierce did nothing to repudiate the contract when his bank refused to remove escrows from the withholding because those escrows were within the scope of the contract. Rinaldi had failed to meet his obligations to pave the driveway with asphalt, and the bank had had no adequate opportunity to determine whether or not the painting work that he had completed was in fact, satisfactory. Now therefore, Mr. Rinaldi had no lawful

basis to terminate the contract. Mr. Rinaldi further breached the contract when he refused to perform his obligations to close on or before March 5 of 2025 excuse me, of 2021 Mr. Rinaldi's Breach caused Mr. Pierce to suffer contract damages the amount of \$102,000 the difference between the contracted for value and the estimated value of the property contract for because the properties fair fair market value at the time the breach, as stipulated by the parties, was 487,000 and Mr. Rinaldi breached the person sale contracts mediation clause when he refused to submit this claim to mediation on March 12, 2021, as the as that clause requires leaving Mr. Pierce no alternative but to submit the dispute to litigation where he has incurred substantial fees for which Mr. Rinaldi is liable. Mr. Rinaldi further caused an illegal eviction.

Justice Daniel Billings 24:17

So how does the mediation clause in the purchase and sale agreement make Mr. Rinaldi responsible for Mr. Pierces Attorney fees.

Attorney Monteleone 24:28

I can, if I can pull it up to reference it directly. Mediation clause provides that a party that fails to submit the dispute to mediation, who ultimately is unsuccessful in their in their claims or defenses, is liable for the other party's attorney's fees.

Justice Daniel Billings 24:49

So it says, If party fails to submit a dispute or claim of mediation prior to initiating litigation, then the party will be liable for legal fees in any sense, whether. Litigation regarding the same party who failed to first submit the dispute or claim, and mediation loses in the subsequent litigation,

Attorney Monteleone 25:16

no the the phrasing regarding submitting a dispute, well, the phrasing regarding initiating litigation, I think it is a to interpret that to mean that that a party can, can sit back without any legal basis and ignore its obligations under this provision and be shielded from this provision by by doing so, would cause this provision to lead to absurd results. It effectively is, is effectively has no effect, because any party that disagrees with any

assertion made the basis of the dispute essentially rely on that is to say, well, there's nothing further talk about leaving litigation is The only as the only alternative, moreover, prior cases decided by Maine courts have interpreted that language to to apply both ways. I don't have those case citations here with me today, but I'm happy to provide the supplemental summary of those of those case citations,

Justice Daniel Billings 26:43

because it seems like reading out of initiating litigation. It seems like that language, that word, has a specific need. It's putting the burden of attorneys fees on the party who fails to mediate. And then, and then initiate litigation.

Attorney Monteleone 27:05

Well, as as I, as I stated, Your Honor, I think that to to interpret that, that provision to go, to go one way, I think would lead to absurd results. I think the the a true interpretation of of that would recognize that if a party fails to submit a dispute or claim to mediation prior to the initiation of litigation, I it's further demonstrated by the subsequent clause later in that sentence phrases it as in any subsequent litigation. So it's contemplating the fact that litigation can arise a number of a number of ways. Now if this, if this doesn't apply to the party that that is challenging the dispute, then the party challenging the dispute has no, no reason whatsoever, to engage in mediation. And this provision has failed its essential purpose.

Justice Daniel Billings 28:24

Yeah. See, particularly stands out to be if you compare the language in paragraph 1617, the language in paragraph 16, where at the end it says, In the event that the agency talk about the agency, that's the escrow agent in the event that the agency has made party to any lawsuit by virtue of acting as an escrow agent, agency that shall be entitled to recover reasonable attorney's fees and costs, which will be assessed as court costs. Again, that's very broad language, and then in 17 it's it's appears to be more narrow.

Attorney Monteleone 29:02

understood, your honor however, I believe that that comparison to between the two is inapplicable, because paragraph 16 contemplates that the escrow agent will will receive its costs covered in any event, if there's any is there, if there's any litigation that brings the the escrow agent in, because the escrow agent is essentially the neutral third party that you know, essentially Whoever loses will be subject to pay the the escrow agents fees is and that broad language is important to essentially apply a broad prevailing party recovery. The mediation clause is not intended to provide a prevailing party recovery. It's intended to provide a prevailing party recovery, where only to the extent that the. The prevailing party attempted to initiate mediation prior to litigation. Failure to initiate to to perform mediation prior to initiating litigation would entitle recovery attorney's fees, and I just as Failure to submit the claim to mediation would entail recovery of attorneys.

Justice Daniel Billings 30:29

Okay, I understand your argument. I would be interested in the authorities that support that interpretation on the damages completed illegal eviction in your pleadings, you suggested the damages, including the rate lock agreement, are you still pursuing that measure of damages?

Attorney Monteleone 30:49

No, no, at the point in time, at the point in time pleadings, the specific performance was among the elements pled the rate lock would have been relevant to specific performance, not relevant. Where it that pleading didn't go. The transaction didn't go first.

Justice Daniel Billings 31:04

There was testimony about the rate lock law, completely reasonable explanation. So I interrupted you just as you're starting on illegal eviction. Please proceed with that.

Attorney Monteleone 31:19

Mr Rinaldi utilization of sheriff's deputies to effectively remove Mr. Pierce from the premises, despite holding a lease, a leasehold interest in those premises, effectively established an illegal eviction in violation of 14, Mrs. 6014, subsection one, the presence of sheriff's deputies effectively sees the premises from Mr. From Mr. Pierce, particularly after

Mr. Pierce was previously instructed by Mr. Rinaldi the day before that, being at the property would be deemed to trespass. Now Mr. Rinaldi's illegal eviction caused Mr. Pierce to suffer several nominal damages and to incur substantial attorney's fees, for which he's entitled to recover pursuant to the statute. Now Mr. Rinaldi turning to the Southern Maine construction map.

Justice Daniel Billings 32:32

So on the eviction So on the eviction I read the text messages. I'm sorry I read the text messages, the police report is in evidence, and I also heard mr piercer testimony and reviewed the indebted laws. One way to look at all of that evidence is that Mr. Pierce had no intent to continue to possess the property, that his only interest was being able to return to the property unfettered, to obtain his belongs, and though there was a law enforcement officer on site as a result of a call by Mr. Rinaldi, Mr. Pierce was able to do that, and that he never had any intent to do anything else when Mr. Rinaldi summoned the sheriff's department,

Attorney Monteleone 33:49

Mr. Pierce's intentions are irrelevant. It's Mr. Rinaldi's intentions that are demonstrated that he's utilizing a use of force to essentially and directing, directing sheriff's officers to ensure that that Mr Pierce is escorted from the premises without any mention that we sold interest under those circumstances. If mister Pierce would were to say, I'm sorry, Madam Deputy. It's 11pm Do you mind if we, if we sleep here tonight? He Mr. Pierce would have been directed. No, no, it's not. In fact, it was absolutely Mr. Pierce's contractual right to do that, to take his time to get his materials out. The fact that he was intending, he was attempting to get his materials out, his his belongings out, are second to the fact that Mr. Pierce, excuse me, Mr. Rinaldi took action to ensure that Mr. Pierce was removed from the property immediately, prematurely from the from the term through which Mr. Pierce had a. Contractual right to be there, to have possession on the property, and therein, the fact that Mr. Pierce had decided to remove his possessions is separate and apart from the effect of Mr. Rinaldi's decision to send the sheriff's deputies as a show of force to guarantee that Mr. Pierce is out.

Justice Daniel Billings 35:31

Okay, so in the significance of that the damages that flow from the illegal eviction would be, again, another legal theory. You get to attorneys fees

Attorney Monteleone 35:46

correct your honor

Justice Daniel Billings 35:47

So even if I agree with you on the illegal eviction for the purpose of ours, that you've met the elements of that, isn't it? I mean, this case really isn't about the illegal eviction. This case is about a breach of contract, assuming there's not some other basis for attorney's fees. Could the court find that you're only entitled to legal fees under this claim to the extent it goes to the illegal eviction,

Attorney Monteleone 36:24

I don't, I don't believe so you're because the claims are in are effectively inseparable, because they stem from the fact that Mr. Rinaldi has asserted that he is, he had the, he had the right to take that action based upon his termination the contract. As a result, the lawful termination of the contract is the foundation element of the illegal eviction. If the contract was lawfully terminated, then there no no illegal eviction occur. And in that regard, the claims are indistinguishable from one another. In such cases where the claims are indistinguishable. The law court has recognized that recovery of general fees incurred is appropriate,

Justice Daniel Billings 37:11

but is that What's really going on here? I mean, it seems to me that this is trying to shoehorn a contract claim into an illegal eviction claim to get the resources. you just happen to have this sort of sideline issue about Mr. Pierce getting his property that gives you a good faith basis to bring the claim if you have a good faith basis to bring the claim I don't want you to take my question here to too far, but this isn't, for example, a fairly. Where this comes up regularly is breach of contract claims about about home repairs where there's not a contract as required by the statute, which triggers the statutory amenities and attorney's fees and you know those claims are all, are all essentially the same. Most of this case, and

most of the testimony that was presented at trial was about breach of contract, formation of contracts, construction of a home and this, these events after everything broke apart, laying to the claim illegal evictions is A very small part of this trial.

Attorney Monteleone 39:01

However, you are, we can't we can't reach that element. We can't establish the elements of the illegal eviction without establishing the baseline aspect of this case underlying every event, every motion filing, every every discovery activity has been in the context of addressing Mr. Rinaldi's theory of having a lawful basis of termination. So it's it wasn't possible to separate the legal the illegal eviction claim from the broader contractual interpretation, claim, and under those circumstances, if an illegal eviction is is bound, is established by the evidence, then the statute sets forth recovery attorney's fees as as an available Remedy has the property interest. Mr. Rinaldi has no lawful interest in Southern Maine construction LLC, and the deed that's set forth in Exhibit 24 conveyed from Mr. Rinaldi. To Southern Maine construction LLC is effectively void with these three conclusions, Ms Rinaldi requests that the judgment be entered against Mr. Rinaldi individually and doing business at Southern Maine construction LLC for breach of contract and illegal eviction with an award of damages in the amount of \$102,000 \$102,001 plus reasonable attorney's fees to be determined by the court, together With interest in all court costs. Thank you. Thank you.

Defendant Rinaldi 41:29

I shouldn't be here right now the Courts shouldn't have to be dealing with this. This case is about unfair bargaining power, bullying, me, trusting someone I shouldn't have. I have learned a lot of lessons. I did make mistakes. I'm not trying to place blame where it shouldn't be placed. I just simply want to be heard. I simply want justice, and I want to move on my life. I really do. This has been a long couple years. I clearly feel like I've been treated unfairly, and I'm going to try to tell you why. Let's start by going through the things he brought up. Like most of them are inaccurate, and I don't think any of them or few of them are supported by by facts or evidence. He mentions updated spec sheet. It's something that's referenced quite a few times, but it doesn't and I understand I did send it to the appraiser that is true, but when you're talking about me manifesting intent and then relying on it, there are exceptions to that rule. Those exceptions are if I can find it, that they knew that I didn't intend on relying or that nobody would, nobody in their right mind would would come to that conclusion. Now they I had asked for the I told them, I we're going to need to

come up with a figure. I mentioned it multiple times to Andy and I even mentioned it to Matt. So they knew me sending that appraiser wasn't manifesting my intent, because they knew what we agreed on. Now Furthermore, we both testified that our agreement was that I finish it how I want. That's a meeting of the minds. That's what this contract's about. We, both, both of us, testified that the agreement was I finish it how I want. So forget what the the spec sheet says the one I didn't even sign. That's what's binding, because that's what we agreed to, and that's what we both testified to in open court. Now, if that's what's binding, that means I get to finish it how I want. But that's not what happened. I was demanded to do additional work that I didn't want to do, that I didn't plan on doing, that I had no intention of doing, and that no person in the right mind would do without getting compensated. They expect me to add. I mean, that house is literally worth possibly three quarters of million dollars. The person I sold it to turned around and made money on it. That house was built right? It has oversized foundation. Has oversized everything. I am a good contractor. I don't bother anybody. I live a simple life. I didn't deserve this, and I really don't think I should be here. So he says that my attorney stipulated that at the day of the breach the house was worth \$102,000 more. That's just patently false. He stipulated that the sale price and what they contracted for was a difference of 102,000 that makes sense, because that's true, but he never said, No, it was 102 the day closing and he knows that that's not true. There were things wrong with the house. The painter messed up. He didn't caulk anything the foundation around the bulkhead had issues. The yard was kind of in disarray a little bit. There's stumps everywhere. A lot of work was done from March 5 to June 2, a substantial amount of work to elicit a higher sale price. I contracted David Banks one of the best realtors in the state. He staged the place, so getting \$102,000 more. There's a large lion's share of that that's due to those upgrades, but not upgrades, but that additional work and the staging of the home. Now I agree, it's probably not all of it, but there's a substantial amount that can be dedicated to that. Now, if you look at the appraisal that was done just before closing, it comes in at 420,000 that further supports the fact that that 487 wasn't the value at the date of closing, he knows that. We all know that

Justice Daniel Billings 45:24

well, is that really what that appraisal says?

Defendant Rinaldi 45:26

420,

Justice Daniel Billings 45:27

no. All that appraisal says is that they inspected the house. It doesn't actually offer any new value. It simply says the it simply says that the original appraisal amount was 420, the effective date of the original appraisal was 9/14/2021, and then it, it's, it doesn't offer

Defendant Rinaldi 45:54

that must not be the there's two of them in there's one from February

Justice Daniel Billings 45:59

exhibit five offers a new date. The only numbers in in from September, it offered an amount of 420,

Defendant Rinaldi 46:10

so that's not, I assume that Mr. Monteleone from February, the one from February is, is, states it is, it's,

Justice Daniel Billings 46:17

it's dated 2/21/21 It's dated 2/21/21 and I can't see anything in this document where the appraisal offers value as of February 2021, it simply rephrases

Defendant Rinaldi 46:37

This is incomplete. This isn't the appraisal they was in discovery and discovery,

Justice Daniel Billings 46:45

But this was what was admitted into evidence

Defendant Rinaldi 46:45

right? But this is not, this is incomplete because it says on it that your, it has a title sheet. Your appraisal came in at 420,000

Justice Daniel Billings 46:55

would that even make any sense?

Defendant Rinaldi 46:58

Yeah , it did have some things that need to be done,

Justice Daniel Billings 47:01

Well no but he details those things down below and that cost 10,000 (JUSTICE BILLINGS
ACKNOWLEDGING ESCROW WAS \$10,000 NOT \$24,000)

Defendant Rinaldi 47:05

I'm sure that factored in. I'm sure that it factored into some extent. I'm not sure. I mean, they did testify that that was the value. And there were, yeah, I can't get more testimony, so I'm not going to go there.

Justice Daniel Billings 47:25

I appreciate that

Defendant Rinaldi 47:26

But yeah, I welcome anything you Yeah,

Justice Daniel Billings 47:29

I didn't think that you were trying to you responded my question, so I think no offense to that.

Defendant Rinaldi 47:36

Sounds good. Continue.

Justice Daniel Billings 47:38

Yes.

Defendant Rinaldi 47:39

Okay. Again, I'm going back to the spec sheet they he states that I sent it for them to sign, which never happened. I just simply gave it to the appraiser like I was asked to. Didn't put a lot into it. Probably should have, and that me performing it is proof that it was binding, and that that I intended to they took the spec sheet, took it, put it into Andy did put it into, like a contract with the adjustments or whatever whatnot, and then sent it to me in February. So I never did that. They knew that I was expecting more money. And what's funny is that when they filed their lawsuit, they didn't use updated spec sheet. They used the original spec sheet. So if spec sheets so important, why was that part of the original lawsuit? And why? Why that would only make sense. So anyways, he says, I have excuse for everything, but what evidence supports that I'm an honest guy. I'm trying to just get the the facts laid out, everything I've said is supported by evidence, supported by facts. They're not theories, they're not mischaracterizations, they're what happened. I mean, everything I say is supported by facts. I'm not the plaintiff, I'm the defendant. The burden is not on me. So he says, I have no meaningful experience. That's just not true. I do have not a lot of experience with contracts. This was a very good lesson. I trusted that my realtor why knew playing sports against in high school. Thought he was had my back, but he didn't. I thought the two agents being bothering was a good thing, and it wasn't. But I trusted that he had my back and he was going to help guide me. He knew I was new to this. He knew he was the one who helped me get the loan so he knew my inexperience when it comes to that part of it, and instead of helping me, he took advantage of me and manipulated me. And it's the common theme throughout this I do feel bad for Drew I believe he got pulled into that. I feel like they used him as a pawn against me to do what they wanted to do, whether I think Andy did want to have his best interest and didn't want to help him. And I think Andy was overzealous and kind of went too far. But as he testified, he no longer works for Matt, and they were pretty close at one point. So nonetheless, then he says I chose to change it on my

own when I had the. Didonatos there. I do not I that was never to be finished in the bonus room So what they witnessed was never to be

Attorney Monteleone 50:06

Objection to the statement of facts that are outside of the testimony.

Defendant Rinaldi 50:10

I testified to that the Didonatos, that was something I testified to

Justice Daniel Billings 50:15

Objection overruled

Defendant Rinaldi 50:17

He is Didonato was a friend of mine, and he was helping me work on the house. So I was giving him that price, three, five, and I was getting his free labor. And the bonus room wasn't to be finished. So it just is unconscionable to think that I would then sell it for the same price to someone I don't know who wasn't helping me and finish a room that's almost the size of that you know about, not quite, but it's pretty big room. So nonetheless, he says they were presented two designs. I don't know what they're presented by Matt. I do know that there were two spec sheets in matt possession, and that the obviously realtor could have easily been attached to that. Andy testified that normally they would put an addendum, or that you made it be changed. It makes no sense that they would intentionally put the wrong spec sheet in the contract and have me sign It makes no sense not only that the gravior I testified that there where I got the spec sheet from, and I'm not familiar that type of stuff. I'm a good builder, but this is stuff is new to me, and since then, I don't even want anything to do with it. I'd rather just keep building. But I presented evidence that there are multiple spec sheets on their website, and that that's what I pulled it from, and that is the truth. He says, Oh, they didn't make me remove the footings and the gable ends. That's kind of crazy to say. And knowing that we both testified that our agreement was I finish it how I want we met. That's meaning of the minds. That's the contract right there, point blank. So to say that is just, it just doesn't make sense. He said that I knew the appraisal would rely on the new spec sheet. I when I sent it, I didn't put very much thought to it. That makes sense that he

would rely on it. I mean, that's how it works. But I also relied on my Realtors meeting with me and trying to get more money. I should have been better about it. I really should, and I get anxiety. Sometimes I like to just this is a good learning experience, but at the same rate, it doesn't change the fact that I was asked to do additional work that house for three five was already a deal. I don't know why they tried to push me and push me, push me, but that was a good deal as it was. It's just crazy to think that I just, on my own, decided to just do all these upgrades this house, I drive by all the time, and I smile every time I do and I'm proud that I built, that it's a great house. It'll last a lifetime, and it's um, and the people here couldn't be happier. Um, sorry, oh, sorry. So he mentions the mediation, and it seems like he was just literally used that as a ploy. I immediately responded to him. If he sent me that on the 12th, I responded with a full letter that I took time to write on the 12th, explain to nothing in your letters is truthful. I didn't know about mediating, but the contracts terminated. There's there's no clause anymore, because it's over. If, if he had just said back and said if he really wanted to mediate, really want to work it out, I don't think they would have waited so long. I don't think they would have told me that they're not willing to meet on Monday, and then I think he would have been more actively trying to get me to mediate, and said to me, you know, if he explained me why it was wrong, or how it was wrong, or that explained to me that, you know, you're all believing me, any of those things, I probably would, but I was under the gun. I needed to get this house done. I sold, and I never had any intentions of not mediating. I just got a letter full of untruthful statements and called him and immediately responded

Justice Daniel Billings 53:52

You said you have no intention not to mediate I mean,

Defendant Rinaldi 54:03

no, I did say

Justice Daniel Billings 54:04

You wrote it in an email

Defendant Rinaldi 54:04

no,

Justice Daniel Billings 53:54

(ANNOYED) no, no, let me talk you said sorry about that. I will not be participating in mediation, as the contract has been terminated since last Friday, so there is no need to go down that road. Then you go on to make a threat. I did sign an earnest money release, but I may rescind that if this gets dragged out any longer.

Defendant Rinaldi 54:14

No. I mean, no, I agree. What I really try to say is that I would have mediated if he responded differently to that, I responded immediately. I wasn't dodging him. I wasn't trying to evade anything. I was just fed up. At that time, the contract was over. I just wanted to move forward, and so I wasn't I it's not that I and I did say I'm not interested in mediation, but I also say the contract is terminated. I mean, at no time he he then, from that point, waited till it was way too late to respond to that in April. So, I mean, if they truly want to mediate, I feel like he would have been more receptive to that. And I feel like it's he almost is trying to use it as a tool to manipulate, because it worked. I mean, later on, I know he's wait. Nevermind I don't think I can move. Anyways, I keep going. He keeps mentioning my performance. That doesn't change what we agreed to. You know, we both testified and agreed as I stated before that I finish it how I want. So, I mean, we obviously deviated from the contract. We had agreements, and I trusted, I believe, Drew and I both did have good intentions in the beginning, and I think it got muddied and and it went just really awry. But I do believe the intentions of both parties were good in the beginning, and then it just yeah, it didn't work out. He says that I drafted the contract. I did not. I did draft the spec sheet. I did send the spec sheet as I was directed to, to the appraisal. But I never said never, never sent it. He says I sent it to them, offering it as a but I never did that. He says I never presented evidence of duress. I testified that I was bullied in detail. Andy testified.

Justice Daniel Billings 56:02

What he said was, when you said, at the time you sent the second spec sheet, that there was no evidence that at that time there was duress, that's what he said.

Defendant Rinaldi 56:20

Oh, no, I think he, Oh, I thought he was talking separately.

Justice Daniel Billings 56:23

No, he was saying at the time I sent the spec sheet that there was no evidence at that time you

Defendant Rinaldi 56:31

sent it under duress.

Justice Daniel Billings 56:32

Yes

Defendant Rinaldi 56:32

That makes sense, okay, the possession prior to closing, addendum that was for \$0 no consideration. He claims the consideration is I offered it up to keep them in the contract. But then, on the same, over here, he's saying, Well, I wanted to go and sell someone else for more money. These aren't very far apart. I mean, you're talking a couple weeks. So if I want to sell it to someone for more money, why would I offer him a free lease? Why would I just let him walk away and go sell for to someone for more money? He can't say that was consideration if and then, and then say, well, I breached because I want to sell it someone else for more money. So that addendum was for \$0 there's no consideration. And the evidence shows that I was told to sign the addendum to put the pod on the property again, relying on the realtor that is telling the truth. Didn't think it was a big deal. And in that it says he needs to take the Posession for it to become a lease, or it needs to be signed something along those lines. It could be misphrasing that, and he never took possession. He says that his intentions don't matter. I was living there at the time, while I was building it. I had air mattress. I'm sleeping there. My ex was there at times. My son was there at times. So he wasn't trying to stay there that night. He was simply trying to get his belongings. I never told the sheriff to evict him I never, I called and I I called it was such a non issue that there was no report even filed. They even said that they were helping Drew. So I called because I was, this was a nightmare. I mean, I literally just a nightmare. So anyways, so I'll get to mine now. So back to unfair bargaining. It was me against the landing group and all of them, I was

bullied. I trusted them. I have learned a lot of lessons, and they judged me. They all showed up in their suits and their nice clothes and their nice shoes, and I looked dirty, grimy, stinky. And they thought, look at this dumb contractor, and they took advantage of me. I was busting my butt. I did look rough. I was just a man on a mission trying to get the house done, and they totally judged me and thought they could get away with us. If they hadn't they probably wouldn't have filed a lawsuit the way they did. And he I feel like is trying to bully me, just like they did. They did treat me like a joke. These guys would show up, sorry. The case he just presented. I don't even think it's believable. It's it's it lacks evidence. He's snakes. He's a great talker he really is I'm very impressed by James. He's very, very good talker. But you gotta have evidence. You gotta have something and Drew Testified that he isn't aware of any text, emails, recordings or anything like that proves that I breached the contract. So they're the plaintiff burdens on them. I have a moutain of crystal clear evidence, and they ignore it, so I don't feel like any, any normal person would would look at this and say, yeah, they're right, because it sounds good. You know, it's it should matter what the evidence is and and the credibility of it, that is fair I uh, he said we're talking about the mediation clause. He says that if you go both ways in that case, they weren't truthful in that letter, um. And you discuss. I mean, I'm going to research the case when I leave here as well, and hopefully can can write a brief as well discussing this and authorities that the govern it So I will finish up. Drew, testified, Andy testified, that's the lion's share of their case. Their testimony, not text, not emails, not recordings. Really, it's just those who they're asking the court to rely on their testimony. Now, what did we learn from their testimony? He said Drew, said he authorized them to work with me on the painting, but then later on, he said he wasn't even aware of the painting. Um, he's testified that he doesn't. Didn't know why the closing fell through, or why I wasn't closing that I was that they had offered me everything, and I refused to close. Now my realtor offering me money has nothing to do with Drew It wasn't for Drew It wasn't it wasn't him giving me concession. It was my realtor giving me concession. He put down very little money. He visited the place only so often. It was Andy that was there, and he claims it ruined his life and whatnot, which I know this was stressful on him, and I do, and I feel from Drew but seems like he doesn't feel for me, doesn't even look at me. And he sued me. So I asked, I gotta kind of wake up, because it's clear. I mean, he quit his job when he could have kept his job until closing. And he says he, you know, relied on me, but, I mean, it was obvious to everyone, I wasn't even I mean, yes, I should have, I should have looked at the contract better. I should have said I wouldn't be finished in that time. I didn't create that contract, Andy did, but it was pretty obvious to the experts as (CUT OF BUT BILLINGS)

well as, yep, but just, you know, you sold the house?

Defendant Rinaldi 1:01:44

No,

Justice Daniel Billings 1:01:44

got the money And second, what you say if the house had closed? And again, this isn't a measure of damages in this case but from your own words, if this deal had closed, Mr. Pierce would own the house, and Raymond worth \$750,000

Defendant Rinaldi 1:02:06

well, if you finish those up, that what I did after the fact. But it would be worth a good amount, definitely, 100%

Justice Daniel Billings 1:02:15

you sold the house for market value. You got out on your loans, walked away from the deal with some money, Mr. Pierce lost out. I'm just trying to understand, other than the lawsuit, which Mr. Pierce has had to go through as well and owes a lawyer as a result of that. I mean, how were you harmed by this deal? By what? By him? No, by the real estate part

Defendant Rinaldi 1:02:41

What do you mean by that

Justice Daniel Billings 1:02:42

you keep going on about, you know, the you know that this deal was damaged you ended up selling them, selling the property, making money, paying off the budget,

Defendant Rinaldi 1:02:54

I'm negative right now, because I didn't receive anything. But I this was 15 year build up. I mean, I had been doing construction 15 years, building up to the point where I could finally buy the land, buy the backhoe, buy everything I own the land outright like so I, I mean, I this was literally what I planning to do for a long time. It finally got,

Justice Daniel Billings 1:03:13

yeah, it just okay. That's fair. Yeah, you answered my question. You eventually got the money if, if that hadn't happen, yeah, you were to come out of this maybe not as well as you hoped

Defendant Rinaldi 1:03:27

yeah, yeah, and I wouldn't be held. I would be moving, you know, yep, um,

Justice Daniel Billings 1:03:33

that's why I asked. No, no, no, I sometimes I appreciate it and you answered my question,

Defendant Rinaldi 1:03:40

yeah, yeah, and feel free to stop at any time. Um, Andy never testified that he accidentally put the wrong spec sheet in there, anything along those lines he could have and said, Oh, we made the mistakes put the wrong one in there. Never testified to that. He testified that he intentionally put the wrong spec sheet in there, or not the wrong one. That was the right spec sheet. And then I immediately offered up a new one. It just doesn't add up. I mean, I mean, clearly upgrades were done, yes, could I have been better about it? Absolutely, but they, I mean, if you look at the evidences in its entirety it makes sense that they demanded it and I performed it, and I just didn't get paid simple as that, could I have been better about it? Absolutely, he said that he misled Drew and didn't tell him about the money. He didn't he said specifically it was, I don't want to quote it, but he basically said that he did not tell drew why I wasn't closing. He misled drew in that regard, and then he misled me. And the original lawsuit kind of is in line with that. He also testified that he would normally add an addendum or make the other parties change it, so he could have easily added that August 5 letter that they talk about all the time into the contract. It makes no sense that they wouldn't, and they didn't. He didn't. He didn't demand that I, I am, I change it. He offered it

up and. And wants the court to believe that it was done intentionally, but with the idea that I would provide the updated one, it just doesn't add up. He said that none of the extensions were Drew and that they were all on me, but the last extension was because the closing got pushed lenders decision. So last one was Drew. They had a lot of meetings. There's a lot of things that were done that slowed me down, that were caused by Andy, and drew additional work, and then covid. I mean, this was crazy time for covid. I What I pulled off, there is nothing short of a miracle. I worked around the clock. I'm already I walk fast, talk fast. I'm already a really fast builder. But this was like another level to that. And I didn't, I just don't have it in me to cut corners and stuff like that. So, you know, I was going nuts. And then, like I said, the windows were two by fours. I couldn't get two by six extension jams take forever, and they never come out as good. You know, the PVC pipe, there's huge nationwide shortage, so that was very difficult to get. And it just it snowballed. So for me to build it in that period of time, during with those conditions, it's, again, I don't think I could ever repeat it, nor do I want to. Drew also kind of gets up there and says, you know how? You know it's ruined his life, this and that. And again, I feel for Drew I really do. I'm a kind person. I don't want to. I don't hurt anyone in any way shape or form, but that's not on me. I didn't do anything here. I asked him, and I don't know if I was supposed to, but why didn't? Why was he mad at Andy and and I don't know. I guess I'll never know. I didn't get an answer to that. Now he says, the benefit of the bargain, or hold on. breach of contract. They sued me for breach of contract. There is four elements of breach of contract. There is performance. Okay, sorry, their burden is the preponderance of the evidence they need to prove that each element of the claim is more likely true. What are those elements? A valid contract performance, a breach and damages. Now they fail on all accounts, not just one, all accounts, I'm sorry, other than valid contract, there's a valid contract, the contract. What is the contract? Contract is what you see and what we agreed to. We both agreed that I was to finish it how I want. That's what the contract is that supersedes the spec sheet, because that was something that we both agreed to, we both agreed to, and we both testified to in court So that is where it lies. Then the performance? Did I perform? Did he perform? I did I exceeded my performance. And I did everything in my power to try to close this, to try to work with them. I went above and beyond when I feel like normally, people wouldn't. I said multiple times, I legal right to walk. I tried to meet them on Monday. I met on the fifth I mean, I really tried to make this happen.

Justice Daniel Billings 1:08:03

Well, on March 4,

Defendant Rinaldi 1:08:05

yep,

Justice Daniel Billings 1:08:05

at 3:04pm,

Defendant Rinaldi 1:08:06

yep,

Justice Daniel Billings 1:08:07

you sent a text saying, just so we were on the same page. The buyers were refusing to honor the contract. Asphalt is considered the top coat Gravel is the aggregate base coat the painting was done at temperature above the required temp and given supplemental dry air to make sure to adhere properly, and then you go on to talk about So I mean, at that point in time, you're saying, I'm not closing, and this is why,

Defendant Rinaldi 1:08:36

and then I did meet them the next day to try and work it out. So I did say that because I was freaking out. I'm like these because I like, the walls are closing in. I'm getting, like, you heard that one recording. There were other ones that were even worse. So I get, I mean literally,

Justice Daniel Billings 1:08:50

But you had terminated the contract on March. 4th

Defendant Rinaldi 1:08:53

So I documented it over, documented it, but I still, I still met with him the next day, trying to work it out. I was on my way to closing, and I even offered to me a Monday so, I mean, I really was trying to make this work, because I could have, at that point, once it's

terminated, because of their repudiation, I had no obligation to do anything. It was over, right?

Justice Daniel Billings 1:09:12

But if you terminated it, yeah, on 4th and if you didn't do, if you didn't have the right to do that, then that's a breach.

Defendant Rinaldi 1:09:22

Yes, I understand but so he testifird Andy testified. I know you may not remember if you do go to the transcripts, I've listened to it multiple times. He's I said to him, you know, do you thought it was a good idea to intentionally mislead me into thinking I was legally terminating the contract? And he said, Yes. I mean, they clearly allowed me to believe I was in the right. If they just said you're not, you're not legally, you know, you don't have the legal right or or this, or that they had

Justice Daniel Billings 1:09:48

Your agent told you multiple times in these texts, you can't do this.

Defendant Rinaldi 1:09:53

No, no he didn't

Justice Daniel Billings 1:09:54

you can do this.

Defendant Rinaldi 1:09:55

No, no. Andy said, I didn't very much talk to Matt. Um, Andy said. This isn't fair to these people. He said, You can't do this in these people, something like that. But he never said, you don't have the legal right? And I was very clear. I said it over and over again and in their original complaint, they removed a bunch of those texts before they submitted it. Where I

do say those things, not all of them, but a lot of them, some of them. But yeah, no. I mean, they did, but they never said, I mean, he they were arguing about the possession prior to closing addendum He has a legal you know, like with that and other ones, but they didnt argue with this one. I mean, it was weird. They intentionally led me to believe, and I feel like it was because they planned on hiring him and bullying me. And, you know, it probably would work with 99.9% people. But I'm just not that person, you know. So, yeah, I understand you're saying, but we all agreed. We all talked about the terminology. Yes, some of it was done with just Matt and Todd and them. But again, I'm supposed to be dealing with Matt and then they deal with Andy and vice versa. I shouldn't even have communication with Andy, but I do. But yeah, I mean, I was crystal clear. And again, you know, they duty to mitigate. And they, they could have met me Monday. They could have, you know, they led me to believe if that I was terminating legally, and, and, and then kind of delayed this part of it, where I initially started doing additional work. So it just anyways I don't where I was at, like, kind of, oh,

Justice Daniel Billings 1:11:24

you're talking about the elements of breach

Defendant Rinaldi 1:11:28

yeah. So the breach part, causation again. There's no text, no emails, nothing that indicates that I caused this. I understand that the law certain way. I understand that, you know, we could have been wrong about the paving, and I saw that the expert witness, but we all were in agreement. There original lawsuit doesn't even mention the word paving. So there is ample evidence that proved that they were the cause of the breach from an anticipated repudiation as well as undue influence, duress. And then I can go on and think, unclean hands judicial estoppel theres a lot

Unknown 1:12:05

But regardless you could have closed and then fight them

Defendant Rinaldi 1:12:12

I agree, but they again, they so I'm negotiating with them again. I'm not super familiar with that stuff. I'm just not. And they are. They deal with it every day. And I they said, No, you cannot have the painting. I testified to it. I had it on the recording. Of course, we couldn't hear it. But, um, they said, No. I mean, if they said to me, listen, we'll close this. You get that later I'd probably be fine with that, you know? I mean, I was pretty upset about the money that they did come up. I was not okay with for what happened separate from Drew so I was pretty upset, anyways, but, but they didn't do that, you know, they could have and they didn't. They it's almost like they wanted me to walk away, thinking I was right, to get blindsided by this, and then them. I mean, I've been bullied, you know, so, I mean, I don't know, so I understand you're saying, but that's not what they said to me. And I I get that that could have happened, that that was never, you know, never came up They really very specifically said you cannot have the painting. So, I mean, they even tried to escrow money by increasing my loan amount, which was weird, but they did it. It changed over that following day. So nonetheless, damages. Now their damages. They never did sue me for specific performance. They never once wanted the house. It was always about the money, always from day one. So when he said specific performance that was not on the table, I mean his, if you look at his, his stuff from from the beginning, I mean, they did say the march 12, that I'm still under the contract. So I don't know maybe that counts, but when it comes to lawsuits, always about the money. So in the lawsuit and they filed it, they had the rate lock but clearly he didn't pay money towards it once the deal fell through, then the benefit of the bargain, then in his lawsuit. He says that, you know, it would have cost him this much. They didn't provide any evidence of that, they don't say. You know, here's the proof of this. I mean, Andy's affidavit has some comps in it, but again, very little proof. And Andy's affidavits are conflicting, so it's very hard to rely on, and the appraisal, and even Drews own testimony. He says he didn't hire a realtor, he didn't use Andy, he didn't look at houses. He simply just looked online and just gave up. So their damages are hypothetical at best, and it's like, almost like he's using the mediation clause and the eviction and these things that have nothing to do with the breach to kind of make it

Justice Daniel Billings 1:14:43

Theoretical I understand at the very least, if there was,

Defendant Rinaldi 1:14:45

it would have cost him something more. I agree,

Justice Daniel Billings 1:14:49

yep, at the very least they had an appraisal that set the house at 420,

Defendant Rinaldi 1:14:54

exactly,

Justice Daniel Billings 1:14:55

They were to pay 385, So this theoretical thing, at the very least 420 versus 385, yeah,

Defendant Rinaldi 1:15:03

I agree 100% if, if there's

Justice Daniel Billings 1:15:06

That takes away that there is no jurisdiction, because there no damages

Defendant Rinaldi 1:15:11

well, I mean again, I so I see ,

Justice Daniel Billings 1:15:24

I Understand the argument for your argument about doing significant work out, yeah,

Defendant Rinaldi 1:15:31

no, you're right. It was a appraised for 420 you know,

Justice Daniel Billings 1:15:36

At the very least, at the very least,

Defendant Rinaldi 1:15:37

yeah, if they, you know, if there wasn't again, you know, upgrades or other things that that may negate that and all that. But if they were to purchase it and they sell it, you now have closing costs, closing costs. So you know that that could have shrunk easily. I could have also been higher. Who knows? I mean, the market was good, that's no question. So nonetheless, not

Justice Daniel Billings 1:15:59

Sorry about that

Defendant Rinaldi 1:16:00

You're fine. You're fine. I think I'm I think I'm there. Oh, Andy, Andy testifying. I'm sorry. Drew testifying as well. We went through the complaint, and there's so many statements that are inconsistent, and so many things that they said. He even said that it's possible that he said, you have to, if you take till spring, if you take the spring I'm just worried about the house being built. He didn't say it happened, but he didn't say it didn't happen so it was possible. And he also mentioned the pipes being moved as well as, you know, other things like, like that. So there's, it's clear that there were upgrades. You heard of a recording Andy saying drew requested the garage being done. So, I mean, it's not a lot of proof of it, but there's something there. Again, when that happened, it was earlier on, I tend to get tunnel vision. I didn't mention it as my I kind of thought, Andy was my ally. So I was almost like, I kind of was like, I don't know. I didn't have many people that I'm that were on my side. He felt like he was for a while, and so I didn't want to bite the hand that feeds me, kind of, you know, and then I realized he wasn't. So nonetheless, um, I'm a good builder. I don't bother anybody. I shouldn't have had to deal with this. I just want to move on with my life. It shouldn't have ever happened. I'm the defendant. The evidence is overwhelming. None of the elements of breach were met. The eviction is kind of I'm sorry, it's kind of laughable. I mean, I literally, they were coming to get their stuff. They weren't living there. The evidence shows that I signed that to put a pot on it. I didn't offer it as consideration doesn't even make sense for me, too, because if they left, I would have been better off. And then knowing that, I called the sheriff, and I was very clear, I have anxiety. I have to go coach right now. I can't go back to the house. I just saw a train of cars driving by heading to my house. Everyone's upset. Can you just make sure nothing happens? And that's what the report

shows, that it was no incident, no issue, you know, didn't come there, and I didn't misrepresent anything and say, Go evict them. We the state wasn't even doing evictions at that time. So, I mean, it's pretty obvious that I was just had anxiety, and I just wanted to make sure that the House didn't get damaged. I mean, I just spent a good chunk of my life, for the last 9 10 months, on the house. And again, this was supposed to be accumulation of 15 years of experience in building. And this is supposed to be the point where I never have to worry about money again, or don't have to have a struggle or or whatever. You know, I it's going to snowball into bigger and better things. And I was supposed to after that one build also the next lot. And none of that happened. My life got put on hold, and it's finally starting to I'm doing well now, making money, and you know, my work's kind of upset with me, because I haven't been there this week when I promised them I need a certain deadline, so I'm probably going to leave here and go to work. But I am. I just, it's this, if you just look at the evidence, you just look at what happened, I haven't changed my story. I've been crystal clear about everything, and it is clearly one of those situations where they've aren't happy that, you know, I fought, fought, still fought, fought. Them on this they thought that I was going to go away and I was going to give up a long time ago, and I didn't. So i i Thank you for your time and and that's all

Attorney Monteleone 1:16:52

briefly Your Honor. Mr. Rinaldi likes to pick and choose the words that that he believes apply to him represents that the complaint doesn't call for specific performance. Indeed, in the prayer for relief on the breach of contract claim, it asks the court to enter judgment for plaintiffs against defendant award plaintiff's specific performance or contract damages. Mr. Rinaldi testifies that he never said that. He doesn't he wasn't going to perform on the contract. You know, exhibit 17 makes clear that Andy Lord as Mr Pierce agent directed him. You need to sell in this house, there's so many people that have worked so hard and rearranged their schedules to make this work. Please come sign. And he responded, I'm not legally obligated to at this point, and it's not right how I've been treated. There is evidence presented has demonstrated time and again that Mr. Rinaldi picks and chooses what he believes applies to him. It's been distilled as a question of fairness on multiple occasions, that it's unfair that Mr. Rinaldi has worked so hard on this house, and why should? Why should Mr. Pierce get the benefit of all that, all the value that Mr. Rinaldi created? The fact is that if the real estate market went the other way, that Mr. Rinaldi would have been standing there and telling Mr Mr. Pierce, no, you're going to close for the price we we agreed on. But when it's in this rinaldi's benefit, it goes a different way that's clear for Mr. Rinaldi's conduct. He picks and chooses. Now, importantly, Mr. Rinaldi's Closing spoke to

matters about the value of the sales the sales price, the home's value afterwards, he's did, he's claimed that he's done all this work. In fact, the evidence in the record has demonstrated that he's done remedial work. He's fixed grout, he's re hung doors, he has painted all those things were his obligations to deliver to Mr. Pierce plaintiffs exhibit and excuse me, defendants exhibit N1 identifies the list that his new broker showed that needed to be completed, and that included grading, seeding, paving the driveway, cleaning up the lot, adding road access easement to the deed. All of those things were what Mr. Pierce agreed to provide to a completed build for Mr. Pierce. Nothing in the record identifies any additional work over and above that was contracted for, and, most importantly, doesn't identify any values the open market is the most accurate reflection of real estate values, and we have that here, given that this property went under contract within the same month that it that this contract was breached, finally, the notion that Mr. Pierce and Mr. Pierce's agent had control over the spec sheet as a binding term is illogical. How does it? How does a realtor prepare a spec sheet and say, builder, this is the spec sheet by which we expect you to apply. That's that is what Mr. Rinaldi has expressed Well, it's they put together the contract. They should have known that wasn't the spec sheet. These are Mr. Rinaldi's documents, and Mr. Rinaldi who corrected the documents to accurately reflect the house that he intended to build. Mr. Pierce intended to buy. This wasn't a change. It was a correction to reflect the true intent of the parties. His conduct thereafter, thereafter has demonstrated his intent that the agreement is purchase and sale of this house as it was constructed for \$385,000 and with that, we ask the court to find that Mr. Rinaldi is in breach and damages accordingly.

Justice Daniel Billings 1:24:10

Thank you. I'm going to take this matter under advisement of give the parties until Monday, August 5, to submit in writing, through the mail or email any authority that interprets the real estate contract provisions in regards to awarding attorney's fees. I'm not looking for brief and argument. I'm just looking for authority that can be cited, case law, that can be cited that interprets that provision of the contract to show whether that proves the contract provides attorney's fees or not. And again, I'm just looking for the citation. I'm not looking for brief or argument, just citation to refer to the court. And again, that would be, no matter, either mail or dropped off at the clerk's office. Thank you for hearing.

Anthony Rinaldi
Westbrook
LD 1766

This Legislature is wasting the public's time. No law passed by this body has any legitimacy when the judicial system enforcing it is demonstrably corrupted. When judges suppress evidence, misrepresent basic rules of law, tolerate perjury, and openly deny due process, the rule of law no longer exists. At that point, legislation is a fraud.

I unequivocally oppose the current bill. Passing new laws while ignoring documented judicial misconduct is not governance—it is complicity. A judiciary that operates without accountability nullifies every statute, regulation, and constitutional guarantee this Legislature claims to uphold.

The most alarming fact is not that misconduct occurred—it is that it occurred openly, on the record, and without consequence. That is not an isolated failure; it is proof of systemic rot. Oversight mechanisms have failed. Judicial discipline has failed. Legislative oversight has failed. And the public is expected to pretend everything is functioning normally.

This body has no moral authority to advance legislation while courts are allowed to operate as unaccountable political actors rather than neutral arbiters of law. Until the Legislature confronts how judges can suppress truth, distort the law, and escape scrutiny, every bill passed here is meaningless.

I therefore demand an immediate, formal investigation by the Legislature and Judiciary Committee into judicial misconduct, institutional cover-ups, and the complete breakdown of accountability within the court system. Fix the courts—or stop pretending the law matters.

A corrupted judiciary makes democracy a lie.