BREACH OF FIDUCIARY DUTY AND CRIMINAL CONDUCT

BY LANDING REAL ESTATE AGENTS

MATT DIBIASE ANDY LORD DEREK RAY

COMPREHENSIVE REPORT OF FRAUD AND DECEPTIVE PRACTICES

Matt Dibiase – Defendant Anthony Rinaldi's Realtor

Andy Lord – Plaintiffs' Realtor

Derek Ray – Landing Real Estate Agent / Contractor

I. Overview

This report documents a disturbing pattern of conduct by **Landing Real Estate agents Matt Dibiase and Andy Lord,** along with **Landing agent and contractor Derek Ray**, during the transaction involving Defendant Anthony Rinaldi.

The conduct described herein includes:

- **Unauthorized interference with the Defendant's mortgage lender**
- **Secret meetings with the Defendant's bank**
- **Breach of fiduciary duty by the Defendant's own realtor**
- **Manipulation of the HUD settlement statement**
- **Attempts to pressure and coerce the Defendant into closing**
- **Use of hidden contractual provisions designed to impose financial liability**
- **Improper attempts to induce closing through personal financial offers**
- **Potential diversion of loan proceeds**

When viewed collectively, these actions raise serious concerns regarding:

- **Fraud**
- **Conspiracy**
- **Tortious interference with financial relationships**
- **Unfair and deceptive trade practices**
- **Professional misconduct by licensed real estate agents**

II. Conflict of Interest: All Parties Working Within the Same Brokerage

A key fact underlying the events of this transaction is that **all three individuals involved were affiliated with the same brokerage: Landing Real Estate.**

These individuals include:

• Matt Dibiase – Defendant Anthony Rinaldi's realtor

• Andy Lord – Plaintiffs' realtor

• Derek Ray – Landing Real Estate agent and contractor

Thus:

- The Defendant's realtor
- The Plaintiffs' realtor
- A contractor receiving payment from the transaction

were **all professional associates operating within the same brokerage environment.**

Rather than acting as independent representatives advocating for their respective clients, the evidence demonstrates repeated coordination between these individuals, often to the detriment of the Defendant.

III. Secret Meeting With the Defendant's Mortgage Lender

March 4, 2021 – Meeting With Lincoln Capital

On March 4, 2021, Landing Real Estate agents Matt Dibiase and Andy Lord met privately with Lincoln Capital, the Defendant's mortgage lender.

This meeting occurred:

- **Without Anthony Rinaldi's knowledge**
- **Without Anthony Rinaldi's consent**
- **Without any authority granted by the Defendant**

The Defendant did not authorize either realtor to communicate with his lender regarding the loan, closing proceeds, or financial arrangements.

Nevertheless, the evidence shows that both realtors met with the lender together and discussed matters related to the closing.

This is highly irregular because:

- A borrower's relationship with his lender is confidential
- Realtors do not have authority to negotiate loan terms or distributions of funds
- Communications with a borrower's lender typically require explicit authorization

The situation is particularly troubling because Matt Dibiase was the Defendant's own realtor, meaning he owed the Defendant a fiduciary duty of loyalty and good faith.

Instead, he met privately with the buyer's agent and the Defendant's lender behind the Defendant's back.

IV. The March 5, 2021 Negotiations

On March 5, 2021, a meeting took place involving the parties and their agents.

Evidence indicates that during this meeting Matt Dibiase was effectively negotiating on behalf of the buyers rather than representing his own client.

This represents a direct breach of fiduciary duty.

Despite these irregularities, the parties ultimately reached a tentative agreement regarding financial adjustments, pending Anthony Rinaldi reviewing and approving the updated HUD settlement statement.

V. The Manipulated HUD Settlement Statement

Later that day, Anthony Rinaldi was driving to the closing when he received the updated HUD settlement statement from Matt Dibiase.

The HUD did not reflect the agreement reached during the negotiations.

Instead, the document contained financial figures that directly contradicted the negotiated terms.

This immediately triggered a dispute.

VI. Recorded Phone Call With Matt Dibiase

After sending the HUD, Matt Dibiase called Anthony Rinaldi to discuss the settlement statement.

The call was recorded.

During the call, Anthony Rinaldi calmly explained that the HUD did not reflect the agreed numbers.

Matt Dibiase acknowledged that the Defendant's numbers were correct, yet refused to make any changes.

Instead, the conversation escalated dramatically.

Dibiase shouted at his own client:

> **"Take it and shove it up your ass. That's how it is. That's the exact number. If you don't want to show up then fine."**

The recording captures Matt Dibiase yelling insults at his client while refusing to correct a settlement statement he acknowledged was incorrect.

This behavior demonstrates:

- **Bad faith negotiation**
- **Abandonment of fiduciary duty**
- **Attempted coercion to force closing under incorrect financial terms**

VII. Text Messages Between Andy Lord and Anthony Rinaldi

After the phone call with Dibiase, Anthony Rinaldi exchanged text messages with Andy Lord, the buyer's realtor.

The Defendant clearly explained that the financial terms reflected in the HUD were not what had been agreed upon.

Anthony Rinaldi wrote:

- "We came up to 8,200 last night plus the 9,600."
- "I'm not legally obligated to at this point and it's not right how I've been treated."
- "That's not what we agreed on."
- "Even if he got to 17,300 it still would be a breach because it wasn't removed from escrow."
- "But regardless it needs to be pulled from escrow which can't happen from what Matt is telling me."
- "So I need to think about this and we can talk Monday, the number was 17,800."
- "Out of respect for you we'll talk Monday but you guys treated me like I was stupid and tried to squeeze me for every penny."
- "Unless that HUD has the escrow adjusted I'm not closing today."
- "I'm taking back the power and then will decide what I want to do."
- "I can legally walk and that's what I'm doing."

These messages clearly show that the Defendant believed:

- **The agreement had been violated**

- **The escrow arrangement breached the contract**
- **The financial terms in the HUD were incorrect**

VIII. Andy Lord Attempts to Induce the Defendant to Close

Andy Lord responded with messages attempting to pressure the Defendant into closing immediately.

Lord wrote:

- "Isn't it better to take that or lose the house? Come on man. This is not fair."
- "I'll give you the 4 grand if you come right now."
- "The deal is off Monday. I will give you 4 grand right now. That gets you to the number you want right?"

These statements show the buyer's realtor attempting to personally pay the seller to induce him to close immediately.

This is highly irregular and ethically questionable conduct.

IX. Criminal Exposure Analysis

The conduct described above raises potential criminal exposure in several areas.

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1. Fraud and Fraudulent Inducement

Fraud occurs when a party intentionally misrepresents or conceals material facts to induce another party to act.

Relevant conduct includes:

- **Delivering a HUD that did not reflect negotiated terms**
- **Attempting to force the Defendant to close under incorrect numbers**
- **Concealing contractual provisions designed to impose financial liability**

If these actions were intentional, they could constitute fraudulent inducement.

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2. Conspiracy

Civil or criminal conspiracy occurs when two or more individuals coordinate to accomplish an unlawful objective.

Evidence suggesting coordinated conduct includes:

- The March 4 meeting between Lord, Dibiase, and the lender
- Joint efforts to influence closing proceeds
- Coordinated pressure on the Defendant to close

Because the agents represented opposing parties but were professional associates, their coordinated actions raise significant concerns regarding collusion.

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3. Lender Interference

Unauthorized communication with a borrower's lender may constitute tortious interference with financial relationships.

Possible misconduct includes:

- Attempting to influence loan proceeds
- Directing payments to third parties
- Negotiating financial matters without borrower authorization

Such conduct may expose participants to both civil liability and regulatory investigation.

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4. Unfair Trade Practices

Under the Maine Unfair Trade Practices Act (5 M.R.S. §207), it is unlawful to engage in unfair or deceptive acts in commerce.

Examples include:

- Concealing material financial terms
- Delivering misleading settlement documents
- Applying improper pressure to force a transaction

X. Conclusion

The conduct of Matt Dibiase, Andy Lord, and Derek Ray reflects a troubling pattern of behavior inconsistent with the duties of licensed real estate professionals.

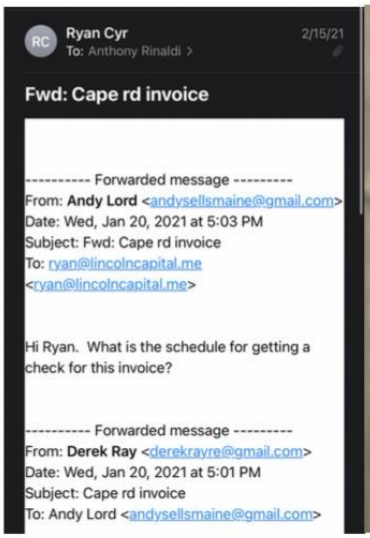
The evidence shows:

- Secret meetings with the Defendant's lender
- Breach of fiduciary duty by the Defendant's own realtor
- Manipulation of settlement documents
- Verbal abuse and coercion during negotiations
- Improper financial inducements to force closing

Taken together, these actions raise serious concerns regarding fraud, conspiracy, deceptive trade practices, and professional misconduct.

January 20th, 2021: LANDING REAL ESTATE AGENT ANDY LORD (BUYERS AGENT) ILLEGALLY DIRECTS LINCOLN CAPITAL (SELLERS BANK) TO ISSUE CHECKS TO LANDING REAL ESTATE AGENT DEREK RAY

Andy Lord (Buyers Agent) Directs Lincoln Capital (Sellers Bank) to Issue a Check to another Landing Agent (Derek Ray) without the Seller Anthony Rinaldi's consent or knowledge. On top of the unauthorized payments was the fact that the work wasn't done right. The photos below are of Derek Rays work.



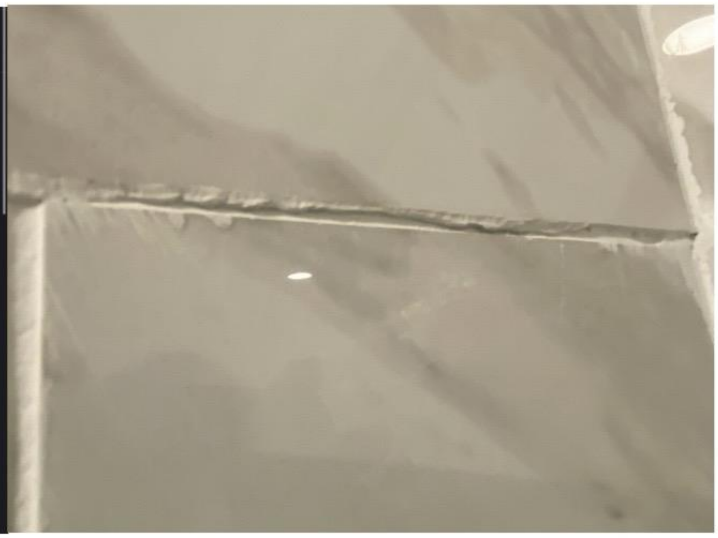
Ryan Cyr
To: Anthony Rinaldi
2/15/21

Fwd: Cape rd invoice

---------- Forwarded message ---------
From: **Andy Lord** <andysellsmaine@gmail.com>
Date: Wed, Jan 20, 2021 at 5:03 PM
Subject: Fwd: Cape rd invoice
To: ryan@lincolncapital.me
<ryan@lincolncapital.me>

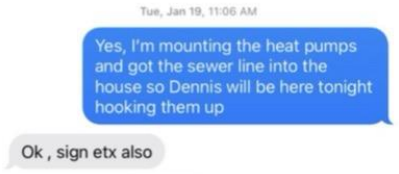
Hi Ryan. What is the schedule for getting a check for this invoice?

---------- Forwarded message ---------
From: **Derek Ray** <derekrayre@gmail.com>
Date: Wed, Jan 20, 2021 at 5:01 PM
Subject: Cape rd invoice
To: Andy Lord <andysellsmaine@gmail.com>



January 19th, 2021: LANDING REAL ESTATE AGENTS MATT DIBIASE AND ANDY LORD ATTEMPT TO GET ANTHONY RINALDI TO SIGN EXT W/ $500 DAY FEE!

Matt sent a text telling me to sign the extension but makes no mention of a $500 dollar a day extension fee that's in fine print. They already misled me into sign an extension with a $52 dollars a day rate lock fee hidden in fine print. So now both Landing Realtors are trying to con me into paying $500 a day which is insane considering I was building a Beautiful custom home in record time given the circumstance.



The following day January 20th, 2021 Andy Lord stops by to checked on the house. I was in my backhoe with my hands full but I got out and talked to him for a minutes and then he left. About ten minutes later he sends this text "Hey stop what your doing and sign that. I need it ASAP" which was obviously in an attempt to get me to sign another extension without noticing the $500 daily fee in the fine print because he knew I had my hands full and would most likely open it and quickly click sign. I actually tried signing it and it didn't let me and something about his text felt off so I checked it and I'm glad I did.

"SELLER AGREES TO PAY $500 PER DAY TOWARDS BUYERS ACTUAL CLOSING COSTS FOR EVERYDAY PAST 1/20/21 UNTIL CLOSING"

ADDENDUM __2__ TO AGREEMENT

Addendum to contract dated August 15, 2020

between Anthony Michael Rinaldi (hereinafter "Seller")

and Drew Pierce, Janice Lariviere (hereinafter "Buyer")

property located at 0 Raymond Cape Rd , Raymond, ME 04071

Seller agrees to pay $500 per day towards buyers actual closing costs for every day past 1/20/21 until closing.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Buyer Date Seller Date

Drew Pierce

Anthony Michael Rinaldi

Janice Lariviere

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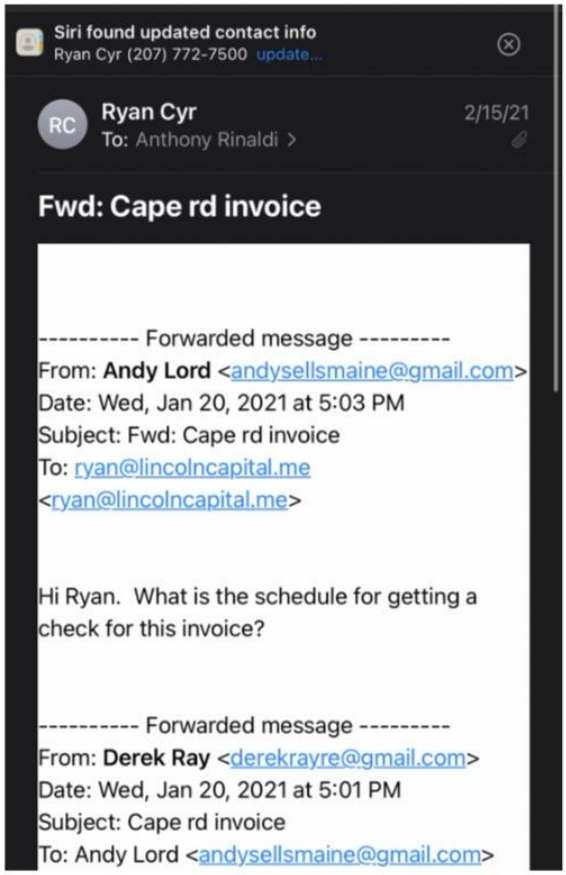
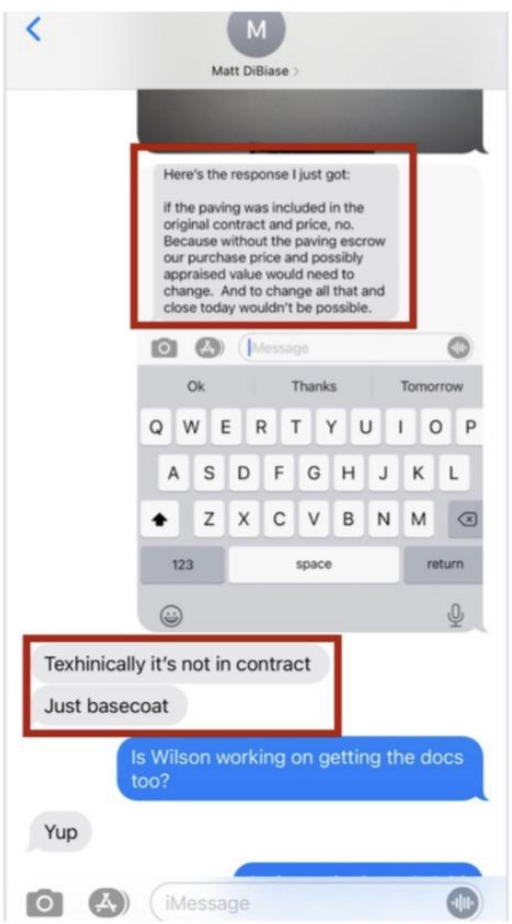
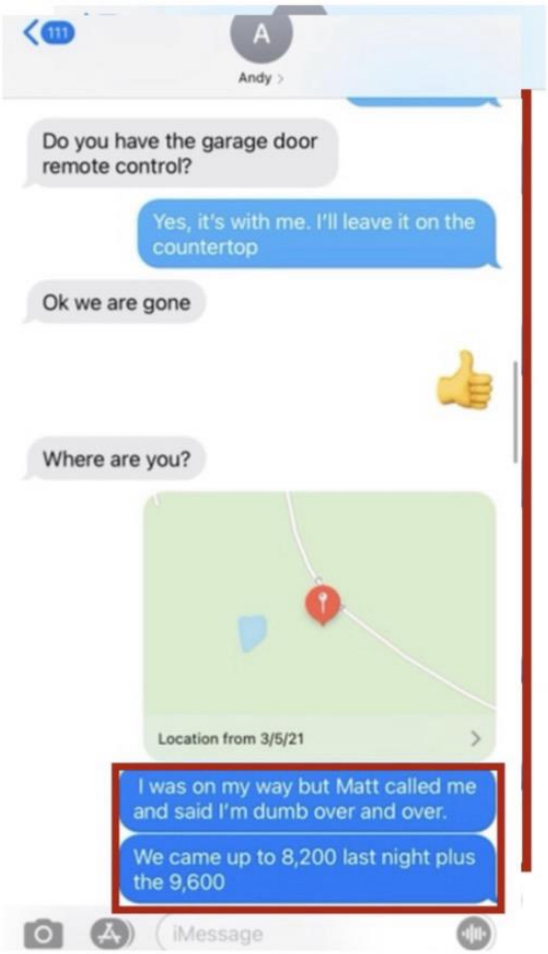


March 5th, 2021

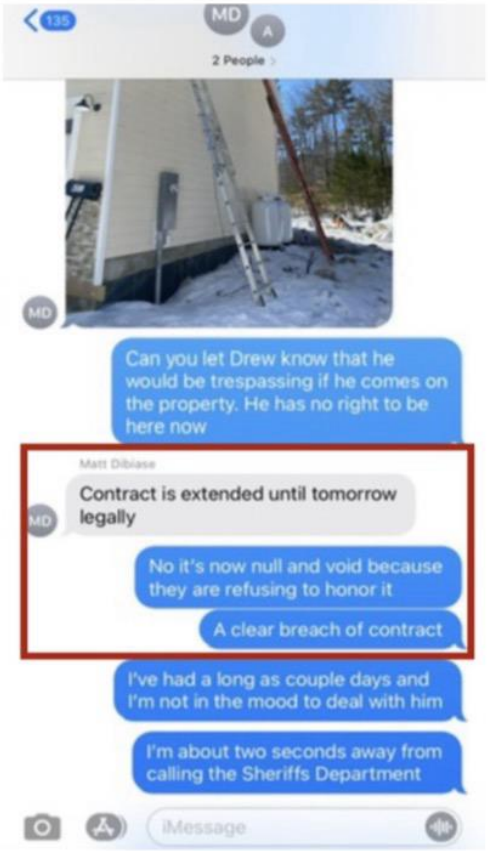
The text on the left is a group text between Andy Lord, Matt Dibiase and the Defendant. Matt Dibiase states, "But I think you gotta deal with Lincoln first" "But no more communication from Landing to you per my attorney" This yet another example of Undue Influence and Duress, Derek Ray, Andy Lord and Matt Dibiase all threatened the Defendant by stating that Lincoln Capital is going to foreclose.The email on the right shows that the Plaintiffs Realtor Andy Lord directed the Defendants bank to issue one or more checks to another agent of Landing Real Estate Derek Ray. This was done without the Defendants consent or knowledge

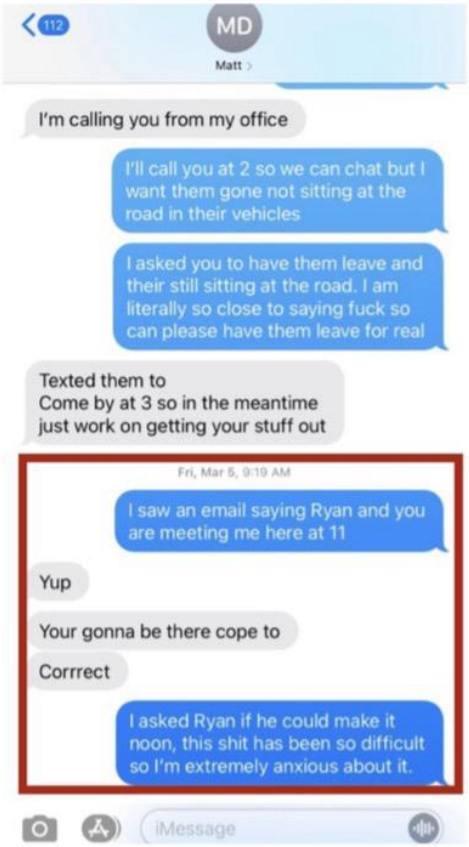




March 5th, 2021

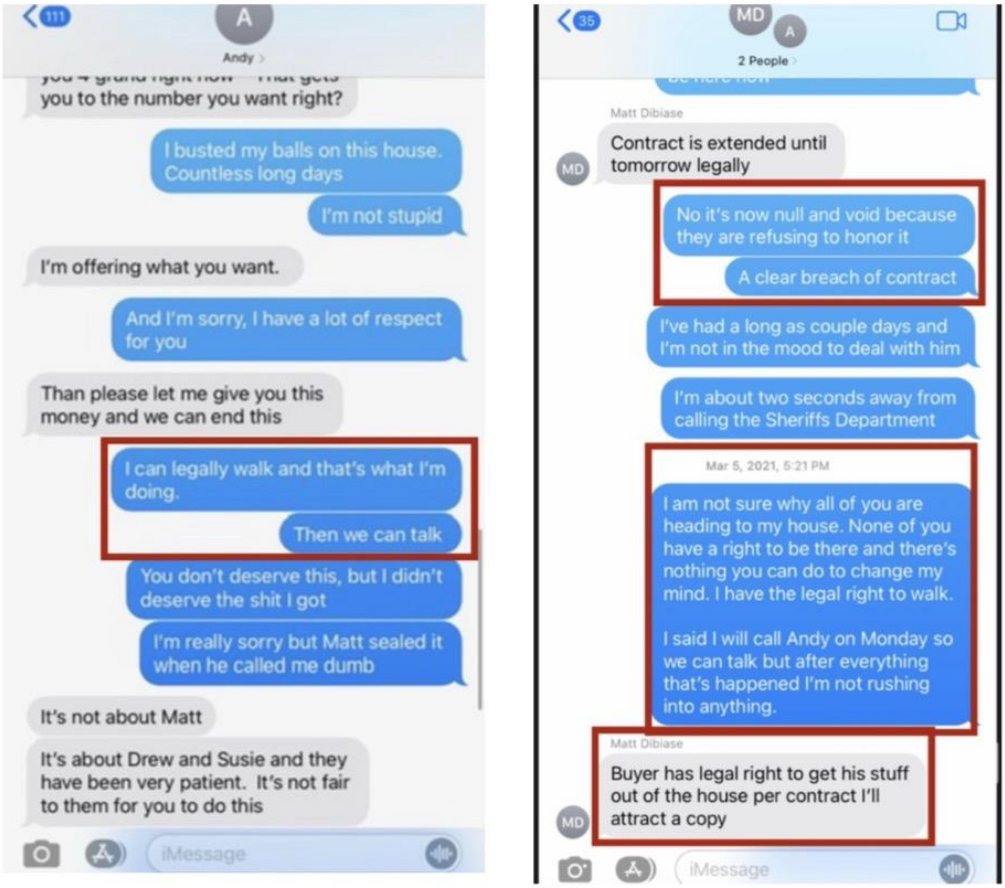
The text on the left is between Matt Dibiase and Andy Lord. Matt states, "Technically it's not in the contract, Just basecoat" <u>This text is extremely important because it's between the two realtors and they are agreeing with the Defendant and stating that the paving isn't part of the contract.</u> The text on the right is between Andy Lord and the Defendant. The Defendant states, "We came up to 8,200 last night plus the 9,600" The contract was terminated on March 4th but on March 5th the Plaintiffs offered to remove the paving from escrow which would have given the Defendant 17,800 at closing but this offer was never accepted by the Defendant and the Plaintiffs failed to follow through on their offer.





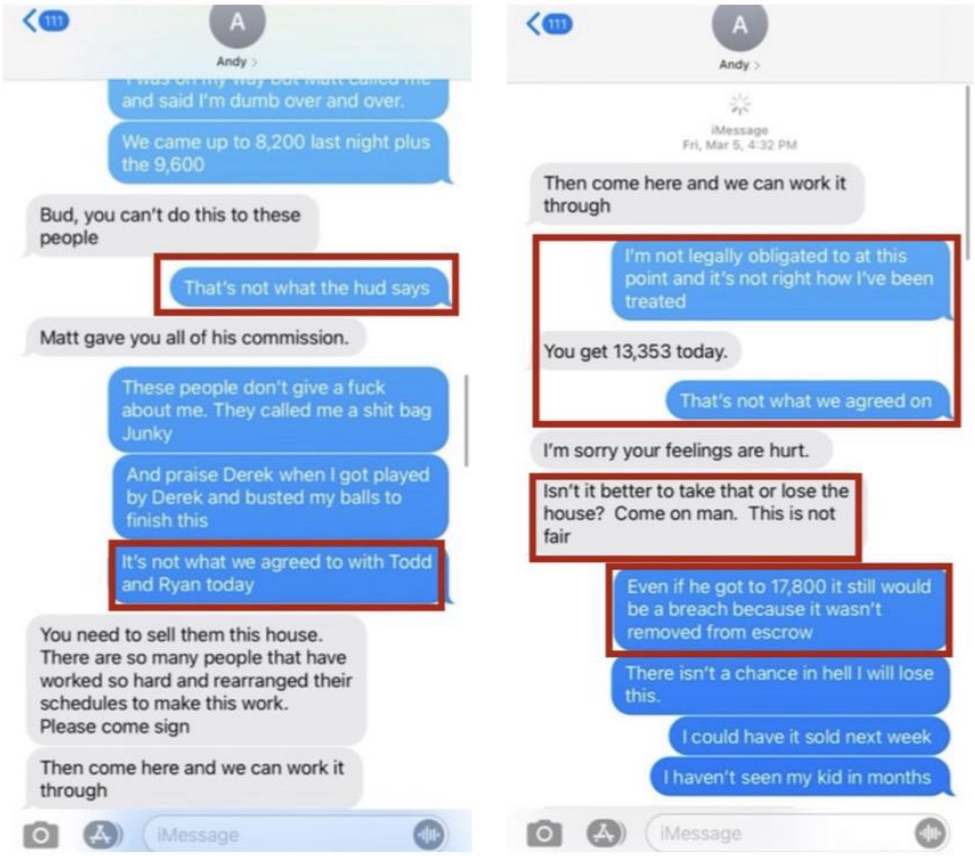
March 4th, 2021

The Defendant states in a group text a second time that the Plaintiffs Breached the contract and that it's now "Null and Void" Again, this all happened on March 4th, 2021 because the Plaintiffs refused to remove the painting and paving from escrow. The text on the right is the Defendant verifying that Matt was going to the 11am meeting on March 5th.



March 5th, 2021

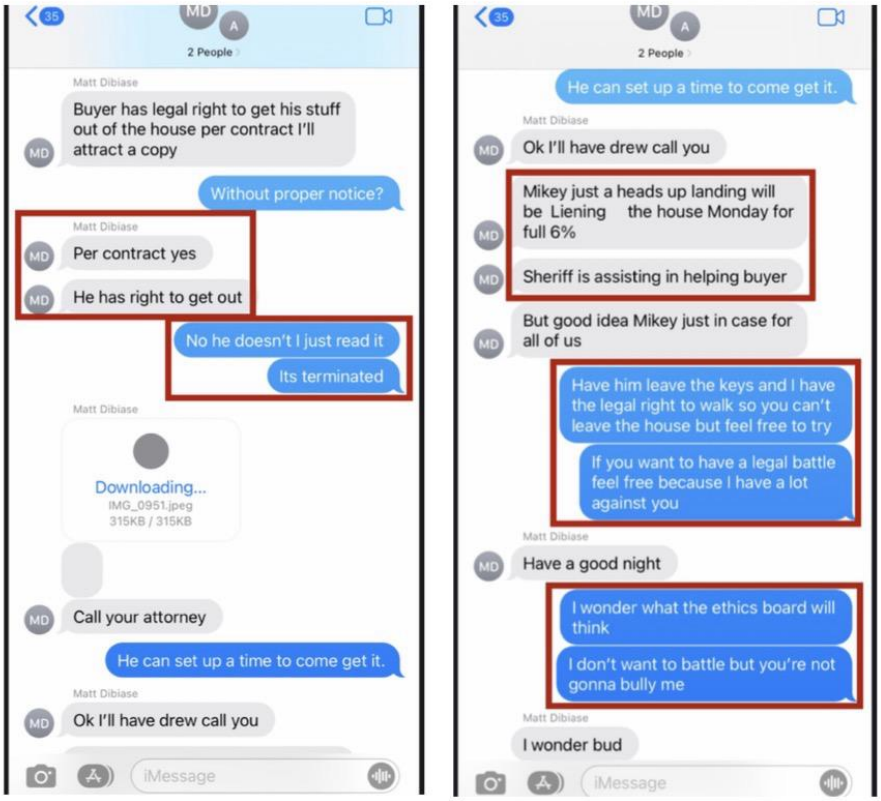
The text on the left is between Andy Lord and the Defendant. The Defendant states, "I can legally walk and that's what I'm doing" This is the second time the Defendant has stated that he has the legal right to walk. The text on the right is a group text between Andy Lord, Matt Dibiase and the Defendant. The Defendant states, "I'm not sure why all of you are heading to my house. None of you have the right to be there and there's nothing you can do to change my mind. I have the legal right walk." This is the (3rd) time the Defendant has stated he has the legal right to walk to the Plaintiffs Realtor. Matt replies to this text stating, "Buyer has legal right to get his stuff out of the house per contract I'll attract a copy" Matt argues with the Dedensanr stating rhe buyers have the legal right to get their stuff but doesn't refute the Defendant when he says he has eve legal right to walk over and over



March 5th,, 2021

<u>These text are between Andy Lord and the Defendant. The Defendant states, “It's not what we agreed to with Todd and Ryan today” “I'm not obligated to at this point and it’s not right hope I’ve been treated”, “That’s not what we agreed on” “Even if he got to 17,800 it would still be a breach because it wasn’t removed from escrow” Andy Lord states, “Is it better to take that or lose the house”</u>

These text make it clear that the Plaintiffs were breaching the contract. Also, Andy attempts to use Lincoln Capital as leverage to manipulate the Defendant into closing. Andy Lord, Derek Ray and Matt Dibiase all threatened that Lincoln Capital was going to take the house if the Defendant didn't agree to their terms.



March 5th, 2021

These texts are group text between Andy Lord, Matt Dibiase and the Defendant. Matt Dibiase states, "Per contract yes" "He has the right to get out" and the Defendant replies, "No he doesn't I just read it, it's terminated" After that Matt threatened the Defendant by stating he was going to lien the house which never happened and also stated, "Sheriff is assisting in helping buyer" The Defendant stated for the (4th) time that he has the legal right to walk and also states," If you want to have a legal battle feel free because I have a lot against you, I wonder what the ethics board will think, I don't want to battle but your not going to bully me" Both parties weren't clearly in agreement regarding the paving and painting It's unconscionable to think none of the parties involved would make any indication that they didn't agree with the Defendant and allow the Defendant to terminate the contract with the impression that he was doing so legally if they didn't agree.

March 5th, 2021

These text are between Andy Lord and the Defendant. The Defendant states, "I'm tired of being bullied and unfairly Shit on" "Out of respect for you I will talk on Monday but you guys treated me like I was stupid and tried to squeeze me for every penny. Unless that HUD has the escrow adjusted I'm not closing today" Andy Lord states, "I'll give you the 4 grand if you come right now" "The deal is off Monday. I will give you 4 grand right now. That gets you to the number you want right?"

The Plaintiffs Opposition to the Defendant's Motion to Dissolve the Plaintiffs asserted that the Defendant demanded $4,000 for him to close and Andy Lord asked the Plaintiffs and they agreed but the Defendant still wouldn't close. During the Motion to Dissolve Hearing Attorney Monteleone told Justice O'Neil that the Plaintiffs provided the Defendant everything he asked and even went as far as to say they bent over backwards for the Defendant but he still wouldn't close despite being compensated for everything he asked for.