

Exhibit 0  
p. 1-11

STATE OF MAINE  
CUMBERLAND, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-2021-\_\_

DREW PIERCE and JANICE LARIVIERE, )  
)  
)

Plaintiffs )  
)  
)

v. )  
)  
)

ANTHONY MICHAEL RINALDI and )  
SOUTHERN MAINE CONSTRUCTION, )  
LLC, )  
)  
)

Defendants )  
)  
)

**VERIFIED  
COMPLAINT**

[Title to Real Estate is Involved]

Plaintiffs Drew Pierce and Janice Lariviere, through their undersigned counsel, state the following as their Complaint against Anthony Michael Rinaldi and Southern Maine Construction, LLC, as follows:

**INTRODUCTION**

1. This breach of contract action is driven by Defendants Anthony Rinaldi and Southern Maine Construction, LLC's calculated efforts to capitalize on an inflated real estate market by breaching their contract with Plaintiffs to sell the contracted-for residential property in Raymond, Maine to a third party for at least \$115,000 over and above Plaintiffs' contracted purchase price. What's more, Defendants coupled their breach of contract with an illegal eviction by disregarding a provision of the parties' contract that gave Plaintiffs' possession of the property prior to closing when Defendants employed Cumberland County Sheriff's deputies to oust Plaintiffs from the property based upon a misrepresentation of Plaintiffs' rights of possession. Defendants had no lawful basis to breach and terminate the contract, and the breach has caused Plaintiffs to incur substantial contract damages.

## THE PARTIES

2. Plaintiff Drew Pierce is a resident of Massachusetts who contracted to purchase real estate and improvements located in Raymond, Maine.

3. Plaintiff Janice Lariviere is a resident of Massachusetts who contracted to purchase real estate and improvements located in Raymond, Maine.

4. Defendant Anthony Michael Rinaldi is a resident of Westbrook, Maine, who contracted to construct and sell real estate and improvements located in Raymond, Maine.

5. Defendant Southern Maine Construction, LLC, is Maine corporation with its principal place of business in Westbrook, Maine, that is controlled exclusively by Anthony Rinaldi, and which contracted to construct and sell real estate and improvements located in Raymond, Maine.

6. This Court has jurisdiction over the parties and the subject matter of this dispute arising from a contract formed in Maine for the purchase and sale of real property located in Cumberland County, Maine.

### **Facts Common to All Counts**

7. The parties entered into a contract on August 17, 2020, for the construction, purchase and sale of real estate and improvements for the Raymond, Maine, property more particularly identified as Lot 20 on Raymond Tax Map 2 (the "Property") for the purchase price of \$385,000 (the "Contract").

8. The Property's residence entails a 4-bed, 3-bath home totaling 2,200 square feet located on a 4.5-acre lot newly constructed by Defendant Rinaldi and/or Defendant Southern Maine Construction, LLC.

9. A true and correct copy of the Contract is attached hereto as Exhibit A.

10. Defendant Rinaldi, as the seller's signatory to the Contract, represented himself as acting both individually and as the sole manager of Southern Maine Construction, LLC, the deeded Property owner.

11. The Contract identified the Property as having a mailing address of 0 Raymond Cape Road because no street address has been assigned to the new construction at Lot 20 on Tax Map 2 when the Contract was formed. The Property's mailing address was updated to 451 Cape Road after construction.

12. The Contract included a detailed "spec sheet" that identified the particular specifications of the single-family residence that Defendants Rinaldi and Southern Maine Construction, LLC had promised to construct on the Property pursuant to the Contract (the "Residence"). *See Contract at 7-18.*

13. On September 8, 2020, a letter confirming that Mr. Pierce had applied for the financing necessary to purchase the property pursuant to the Contract was delivered to Defendants through Defendants' designated real estate broker.

14. A true and correct copy of the financing application letter is attached hereto as Exhibit B.

15. Mr. Pierce's delivery of the financing application letter on September 8, 2020 satisfied buyer's affirmative obligations set forth in the Contract's financing contingency clause at Section 14(b) of the Contract, and thereby ended the seller's right to terminate the Contract for buyer's failure to provide such letter. *See Contract § 14(b).*

16. The Contract provided the construction of the Residence would be completed by November 2020, allowing the parties to close on the Contract on November 12, 2020.

17. Delays in Defendants' construction of the Residence, however, required repeated extensions of the agreed-upon closing date.

18. To induce Mr. Pierce and Ms. Lariviere to agree upon extensions to the contractually required closing date after Plaintiffs entered into a mortgage financing rate lock agreement with their lender, Defendants Rinaldi and Southern Maine Construction, LLC, agreed to a Contract amendment requiring Defendants pay Plaintiffs \$77 per day—between November 27, 2020 and the closing date—to offset Plaintiffs' costs for entering into the mortgage interest rate lock extension, and accompanying mortgage interest fees incurred prior to closing (the "Rate Lock Agreement").

19. A true and correct copy of the Rate Lock Agreement is attached hereto as Exhibit A-1.

20. As delays continued through February 2021, Defendants Rinaldi and Southern Maine Construction, LLC, agreed to a Contract amendment giving Mr. Pierce and Ms. Lariviere contractual possession and rent-free tenancy of the Property from February 15, 2021 through expiration of the Contract (the "Possession Prior to Closing Agreement").

21. A true and correct copy of the Possession Prior to Closing Agreement is attached hereto as Exhibit A-2.

22. Defendant Rinaldi personally assisted Mr. Pierce in moving Mr. Pierce's belongings into the Property's Residence on or about February 16, 2021 pursuant to the Possession Prior to Closing Agreement.

23. The Parties ultimately agreed that closing on the Contract must occur not later than March 5, 2021 (the "March 5 Extension Addendum").

24. A true and correct copy of the March 5 Extension Addendum is attached hereto as Exhibit A-3.

25. As of early March, several improvements called for in the Contract still were not completed pursuant to the Contract's terms, including, *inter alia*, driveway paving and garage wall finishing. Additionally, problems with the completed construction were identified, including construction code violations, and material deviations from the Contract's spec sheet regarding the use of premium construction materials in certain locations, such as the exterior deck and the interior wood floors, were substituted with low-cost replacements.

26. Nonetheless, Mr. Pierce and Ms. Lariviere agreed to close on the purchase and sale of the Property on March 5, 2021 as contracted, with intent to work with Defendants Rinaldi and Southern Maine Construction, LLC, after closing to correct the construction omissions and deficiencies

27. Mr. Pierce, together with his designated real estate agent, Andy Lord, met Mr. Rinaldi at the Property on March 5, 2021 for a final walkthrough prior to closing. The group was scheduled to meet at the closing table immediately thereafter.

28. Defendant Rinaldi, however, refused to attend closing and refused to close on the purchase and sale pursuant to the Contract.

29. Defendant Rinaldi stated in a text message to Plaintiffs' real estate agent, that Mr. Rinaldi sought to terminate the Contract in order to receive more money for the Property's sale.

30. The seller had no option or right under the Contract to terminate the agreement as of March 5, 2021, or to fail to close pursuant to the Contract's terms.

31. A series of images accurately depicting a complete sequence of text messages between Defendant Rinaldi and Plaintiffs' real estate agent on March 5, 2021 regarding the Contract is attached hereto as Exhibit C.

32. Later on March 5, 2021, Defendant Rinaldi initiated another sequence of text messages through Plaintiffs' real estate agent attempting to terminate Plaintiffs' contractual right of possession pursuant to the Contract's Possession Prior to Closing Agreement, threatening that Mr. Pierce would be deemed a trespasser if he returned to the Property.

33. In the evening of March 5, 2021, Defendant Rinaldi directed law enforcement officers with the Cumberland County Sheriff's Department to immediately evict Mr. Pierce from the Property despite Plaintiffs' contractual right of possession pursuant to the Possession Prior to Closing Agreement.

34. Defendant Rinaldi misrepresented or failed to disclose the nature of Plaintiffs' contractual Possession Prior to Closing Agreement in order to accomplish the immediate eviction.

35. Mr. Pierce scrambled to obtain a box truck late in the evening on March 5, 2021 to remove his possessions from the Property as Sheriff's officers supervised the forced eviction.

36. Plaintiffs, acting through counsel, gave Defendants Rinaldi and Southern Maine Construction, LLC notice on March 12, 2021 that the Contract—including Plaintiffs' contractual right of possession of the Property—remained in effect, and sought to initiate the mediation process required by the Contract's Section 17 mediation clause to address the seller's breach of Contract.

37. Defendants refused to participate in mediation pursuant to the Contract's mediation clause.

38. On March 26, 2021, Defendants Rinaldi and Southern Maine Construction, LLC, re-listed the Property with a new real estate agent as available for sale on the Multiple Listing Service (“MLS”) system for real estate sales listing it for \$475,000, a listing price calculated to draw multiple bids from prospective buyers at or near the property’s anticipated fair market value between at least \$500,000 and up to \$550,000.

39. The Property was listed on MLS as “pending sale” to a third-party on April 7, 2021.

40. Defendants ignored a request from Plaintiffs’ counsel inquiring into the status or timing of the pending sale.

41. Since the parties entered into the Contract on August 17, 2020, the market value of real estate in Cumberland County, Maine, has dramatically increased.

42. The cost for Plaintiffs to purchase another property comparable to the bargained-for Property with a new-construction residence is projected to now cost in excess of \$500,000 in the current real estate market—costing Plaintiffs damages of approximately \$115,000 to obtain the benefit of their contractual bargain with Defendants.

**COUNT I**  
**Breach of Contract**

43. Plaintiffs repeat and reallege every fact set forth above as if fully set forth herein.

44. Plaintiffs Pierce and Lariviere entered into a valid and enforceable contract with Defendants Rinaldi and Southern Maine Construction, LLC, for the purchase and sale of real estate and improvements located on the Property identified as Lot 2 on Raymond Tax Map 20 for the purchase price of \$385,000.

45. Defendant Rinaldi entered into the contract individually and as the agent of Defendant Southern Maine Construction, LLC, with authority.

46. Defendants Rinaldi and Southern Maine Construction, LLC, breached the Contract when they refused to close on the purchase and sale of the Property by the agreed-upon closing date of March 5, 2021 at the agreed-upon purchase price of \$385,000.

47. Defendants Rinaldi and Southern Maine Construction, LLC, had no available right of termination of the Contract on March 5, 2021 when Defendant Rinaldi attempted to terminate.

48. Defendants Rinaldi and Southern Maine Construction, LLC, further breached the Contract when Mr. Rinaldi refused to resolve the parties' contractual dispute pursuant to the Contract's mediation clause.

49. Plaintiffs Pierce and Lariviere have a contractual right to the benefit of the bargain reached in the Contract.

50. Defendants Rinaldi and Southern Maine Construction, LLC's breach of contract has caused Plaintiffs to suffer damages caused by increased real estate values, requiring Plaintiffs to now pay at least \$115,000 more to acquire a comparable property to that they had contracted to purchase from Defendants for \$385,000.

51. Plaintiffs have additionally suffered contract damages of \$7,546, which Defendants promised to pay at closing pursuant to the Contract's Rate Lock Agreement (providing for \$77 per day payment over 98-day period between November 27, 2020 and March 5, 2021) to compensate for mortgage rate-lock fees and mortgage interest fees Plaintiffs incurred.

52. Defendants Rinaldi and Southern Maine Construction, LLC are jointly and severally liable for Plaintiffs' damages.

WHEREFORE, Plaintiffs Drew Pierce and Janice Lariviere ask the Court to enter judgment for Plaintiffs and against Defendants, award Plaintiffs specific performance or contract damages,



attorney fees, court costs and interest, and grant any additional or further relief that the Court determines necessary and just.

**COUNT II**  
**Illegal Eviction (14 M.R.S. § 6014)**

53. Plaintiffs repeat and reallege every fact set forth above as if fully set forth herein.

54. The Contract's Possession Prior to Closing Agreement entitled Plaintiffs Pierce and Lariviere to exclusive possession of the Property on March 5, 2021 as tenants of Defendants Rinaldi and Southern Maine Construction, LLC, pursuant to 14 M.R.S. § 6000.

55. Defendant Rinaldi, acting in an individual capacity and/or on behalf of Defendant Southern Maine Construction, LLC, unlawfully terminated Plaintiffs contractual right of possession of the Property on March 5, 2021 without notice or cause.

56. Defendant Rinaldi then failed to utilize the statutory remedy of forcible entry and detainer pursuant to 14 M.R.S. § 6001 to lawfully evict Plaintiffs Pierce and Lariviere from the Property by obtaining a writ of possession.

57. Defendant Rinaldi, acting in an individual capacity and/or on behalf of Defendant Southern Maine Construction, LLC, instead engaged in self-help, directing law enforcement officers to supervise Plaintiffs' immediate eviction from the Property on March 5, 2021 without disclosure of Plaintiffs' contractual right of possession.

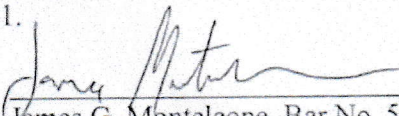
58. Defendants' failure to utilize legal process for evicting Plaintiffs in possession of the Property under Contract constituted an illegal eviction in violation of 14 M.R.S. § 6014.

59. Plaintiff Pierce has suffered damages caused by Defendants' illegal eviction, including costs incurred to move and store his belongings without notice, rent-payment obligations in excess of the amounts owed pursuant to the Contract's Possession Prior to Closing Agreement.

60. Defendants' illegal eviction of Plaintiffs from the Property was motivated by malice or ill-will toward Plaintiffs in response to their reasonable efforts to compel Defendants Rinaldi and Southern Maine Construction, LLC, to perform their obligations under the Contract.

WHEREFORE, Plaintiffs Drew Pierce and Janice Lariviere ask the Court to enter judgment for Plaintiffs and against Defendants, award Plaintiffs actual damages, punitive damages, attorney fees, court costs and interest, and grant any additional or further relief that the Court determines necessary and just.

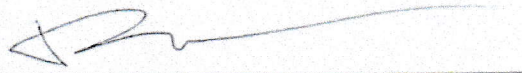
Dated at Portland, Maine this 14<sup>th</sup> day of April, 2021.

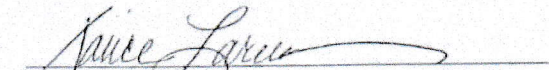
  
James G. Monteleone, Bar No. 5827

Attorney for Plaintiffs Drew Pierce  
and Janice Lariviere

BERNSTEIN SHUR  
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Portland, Maine 04104-5029  
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Verified Under Oath:

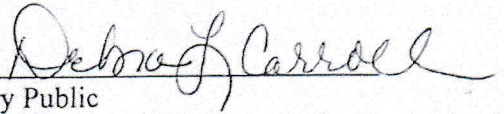
  
\_\_\_\_\_  
Plaintiff Drew Pierce

  
\_\_\_\_\_  
Plaintiff Janice Lariviere

State of Massachusetts  
County of Barnstable

April 2, 2021

Personally appeared the above-named Drew Pierce, swearing, affirming and making oath that the foregoing statements by him are signed to be true and accurate and based on his own personal knowledge, information and belief, and to the extent the facts are based on his information and belief, he believes such facts to be true and accurate.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary/Attorney-at-Law

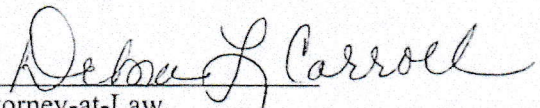


DEBRA L. CARROLL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires March 15, 20

State of Massachusetts  
County of Barnstable

April 2, 2021

Personally appeared the above-named Janice Lariviere, swearing, affirming and making oath that the foregoing statements by her are signed to be true and accurate and based on her own personal knowledge, information and belief, and to the extent the facts are based on her information and belief, she believes such facts to be true and accurate.

  
\_\_\_\_\_  
Notary/Attorney-at-Law



DEBRA L. CARROLL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires March 15, 2024

Anthony Rinaldi  
Westbrook  
LD 1022

Uploading the entire record of CV-2021-138