

STATE OF MAINE
CUMBERLAND, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-2021-138

DREW PIERCE and JANICE
LARIVIERE,

Plaintiffs,

v.

ANTHONY MICHAEL RINALDI and
SOUTHERN MAINE CONSTRUCTION,
LLC,

Defendants.

**EMERGENCY MOTION TO
DISSOLVE *EX PARTE* ORDER OF
ATTACHMENT
WITH INCORPORATED
MEMORANDUM OF LAW**

Pursuant to Rule 4A(h) of the Maine Rules of Civil Procedure, Defendants Anthony Michael Rinaldi and Southern Maine Construction, LLC (collectively, “Defendants”), by and through their undersigned counsel, hereby move for an emergency dissolution of the *Ex Parte* Order of Attachment entered against Defendants on April 16, 2021, and state as follows:

INTRODUCTION

This case arises out of a purchase and sale of a newly constructed residence. Throughout construction, buyers Drew Pierce and Janice Lariviere (collectively, “Plaintiffs”) requested numerous changes and upgrades, resulting in additional work for Defendant Rinaldi without any corresponding price increase. On the eve of the scheduled closing, Plaintiffs (or their agent) attempted to squeeze an additional \$9,600 out of Rinaldi by withholding funds for additional work Rinaldi was not obligated to perform. At that point, Rinaldi had enough and terminated the contract. To mitigate his damages, Rinaldi agreed to sell the property to another buyer. On the eve of that sale, Plaintiffs have come forward with an *ex parte* attachment seeking to interfere with the sale and to obtain damages. The Court should not allow the Plaintiffs to benefit from their

own breach of contract.

FACTS

Defendant Anthony Michael Rinaldi (“Rinaldi”) the owner of real property situated at 451 Cape Road in Raymond, Maine, also identified as Lot 20 on Raymond Tax Map 2 (the “Property”). Affidavit of Anthony Michael Rinaldi (“Rinaldi Aff.”) ¶ 5. Rinaldi is also owner and sole member of Defendant Southern Maine Construction, LLC (“Southern Maine Construction”). *Id.* ¶ 3. Southern Maine Construction is engaged in the residential construction business. *Id.* ¶ 4.

In or about April 2020, Rinaldi began work on the construction of a 3-bedroom, 2.5-bath, 1,908-square foot home on the Property (the “Residence”), which Rinaldi intended to sell. Rinaldi Aff. ¶ 6. On or about August 17, 2020, Rinaldi entered into a Purchase and Sale Agreement to sell the Property and Residence to Plaintiffs for the purchase price of \$385,000 (the “P&S Agreement”). *Id.* ¶¶ 7-8; Pls. Verified Compl. Ex. A. Southern Maine Construction is not a party to the P&S Agreement. *Id.* ¶ 9. Southern Maine Construction is the builder of the Residence. *Id.* Construction of the Residence was to be completed prior to the closing date. *Id.* ¶ 10. By agreement, the closing date was extended to March 5, 2021. Rinaldi. Aff. ¶ 11; Pls. Verified Compl. Exs. A-1 & A-3.

On or about February 14, 2021, the parties agreed to a Possession Prior to Closing Addendum, which entitled Plaintiffs to possession of the Property and Residence during construction. Rinaldi. Aff. ¶ 12; Pls. Verified Compl. Ex. A-2. Plaintiffs never occupied the Property or Residence pursuant to the Possession Prior to Closing Addendum. Rinaldi. Aff. ¶ 13. Plaintiffs only stored some personal property in the garage during construction. *Id.*

The P&S Agreement expressly incorporates by reference the attached “Spec Sheet,” which sets forth the material specifications for the Residence and the work to be performed by the Builder

and provided by the Seller at closing. Pls. Verified Compl. Ex. A at 3, ¶ 3; Rinaldi Aff. ¶ 14. During construction, Plaintiffs requested numerous changes to the specifications, including an additional bonus room/bedroom, a farmer's porch, a finished garage, rearranged utilities in the basement, and hardwood floors on the second floor. Rinaldi Aff. ¶¶ 15-16. These changes resulted in substantially more work for Rinaldi. *Id.* ¶ 15. The Residence ultimately constructed consists of four bedrooms, three baths, and is 2,200 square feet. *Id.* ¶ 17. Rinaldi expected to be compensated for the additional work performed. *Id.* ¶ 18. However, the parties never agreed to any increase in the purchase price. *Id.* Rinaldi estimates the value of the additional work performed to be approximately \$80,000 to \$90,000.¹ *Id.* ¶ 19.

Pursuant to the Spec Sheet, the paving basecoat for the driveway was to be completed prior to closing, weather permitting. Pls. Verified Compl. Ex. A at 12; Rinaldi Aff. ¶ 20. A paving basecoat for a residential driveway consists of laying down finish gravel on top of which the asphalt topcoat is to be installed. Rinaldi Aff. ¶ 21. The Buyers were to pay for the asphalt topcoat at their own expense. *Id.* ¶ 23. The Spec Sheet states:

It is recommended that buyer, at their own expense, finish topcoat in 6 months to a year. If paving basecoat cannot be done for any reason, builder shall provide either the buyer, paving company, or title company with the exact amount of the estimate to escrow at closing.

Pls. Verified Compl. Ex. A at 12.

Contrary to the P&S Agreement, Plaintiffs' real estate agent, Andrew S. Lord, told Rinaldi that that he was obligated to pay for the asphalt topcoat of the drive. Rinaldi Aff. ¶ 24. On March 4, 2021, prior to the closing date, Rinaldi was provided with a closing statement. Rinaldi Aff. ¶ 26, Ex. 1. The March 4, 2021 Closing Statement provided that \$24,000 was to be held back from the \$385,000 purchase price and placed in escrow for construction items not completed prior to

¹ Rinaldi hereby reserves all claims for value of the additional work. Rinaldi Aff. ¶ 19.

the closing date. *Id.* ¶¶ 27-28, Ex. 1. After receiving the March 4, 2021 Closing Statement, Rinaldi reviewed the P&S Agreement and Spec Sheet to understand what work was being included in the escrow amount. Rinaldi Aff. ¶ 30. Rinaldi learned that he was not obligated to pay for or provide the asphalt topcoat for the driveway. *Id.* At that time, Rinaldi was willing to accept no additional payment for the time and materials expended on the additional work performed at the Plaintiffs' request. Rinaldi ¶ 31. However, Rinaldi was not willing to pay for the asphalt topcoat that he never agreed to and was not obligated to provide under the P&S Agreement or Spec Sheet. *Id.*

Rinaldi told Lord, Plaintiffs' agent, that he was not obligated to provide the asphalt topcoat under the P&S Agreement and that the \$24,000 to be held back in escrow must be reduced by \$9,600 to remove the amount being held back for completion of the driveway. Rinaldi ¶ 32. Plaintiffs were informed that the \$24,000 to be placed in escrow incorrectly included the estimate for the asphalt topcoat, and that the escrow amount must be reduced by \$9,600 prior to closing. *Id.* ¶ 33. However, Plaintiffs refused reduce the escrow amount. *Id.* ¶¶ 34, 49, Ex. 4. Rinaldi considered Plaintiffs' refusal to remove the \$9,600 estimate for asphalt topcoat from the escrow amount to be a breach of the P&S Agreement by the Buyers, entitling him to terminate the P&S Agreement. *Id.* ¶ 35.

On March 5, 2021, Rinaldi was told that Plaintiffs had agreed to remove the \$9,600 for asphalt paving from the escrow amount. *Id.* ¶ 36. On the afternoon of March 5, 2021, Rinaldi was provided with a revised Closing Statement. Rinaldi Aff. ¶ 37, Ex. 2. The March 5, 2021 Closing Statement still provided that \$24,000 was to be placed in escrow. *Id.* ¶ 38, Ex 2. The escrow amount had not been reduced and still included \$9,600 for the asphalt topcoat. *Id.* Rinaldi considered the Plaintiffs' refusal to remove the \$9,600 estimate for asphalt topcoat from the escrow amount—which he was not obligated to pay for or provide under the terms of P&S

Agreement—to be a breach of the P&S Agreement by Plaintiffs. *Id.* ¶ 39; *see* Pls. Verified Compl. Ex. A at 3, ¶ 16. Rinaldi informed Plaintiffs’ real estate agent that because the \$9,600 was not removed from the escrow amount, he was terminating the P&S Agreement. Rinaldi Aff. ¶¶ 40-47, Exs. 3 & 4. The series of text messages attached to Lord’s affidavit and the Verified Complaint omit multiple text messages between Rinaldi and Lord. *Id.* ¶¶ 42-43, Ex. 3.

In a separate text message exchange on March 5, 2021, between Rinaldi, his real estate agent Matt DiBase, and Lord, Rinaldi agreed that Drew Pierce could retrieve his personal property from the garage of the Residence. Rinaldi Aff. ¶¶ 48-49, Ex. 4. Rinaldi called the Cumberland County Sheriff’s Department and asked them to come to the Property simply to make sure the Property or Residence was not damaged. *Id.* ¶ 50. It is believed that the Sheriff’s deputy that came to the Property assisted Mr. Pierce with removing his personal property. *Id.* ¶ 51. Rinaldi never requested nor directed any law enforcement officers with the Cumberland County Sheriff’s Department to evict or remove Plaintiffs from the Property. *Id.* ¶ 52.

Because Rinaldi considered the P&S Agreement terminated, Rinaldi relisted the Property and Residence for sale for the listing price of \$475,000. Rinaldi Aff. ¶ 53. On or about March 29, 2021, Rinaldi entered into a purchase and sale agreement with a new buyer. *Id.* ¶ 54. The purchase price under the new purchase and sale agreement is \$487,000. *Id.* The closing date for the new purchase and sale agreement is May 14, 2021. *Id.* ¶ 55. Rinaldi never told Lord that he would not sell the Property and Residence to Plaintiffs because he wanted to make more money by selling them to someone else at a higher price. *Id.* ¶ 56.

LEGAL STANDARD

A motion to dissolve an *ex parte* attachment is the equivalent of a contested motion for attachment. *Portland Museum of Art v. Germain*, 2019 ME 80, ¶ 5, 208 A.3d 772. On motion to

dissolve, it is the party seeking attachment—in this case, Plaintiffs—who bears the burden of proving by a preponderance of the evidence that they will likely obtain a judgment equal to or greater than the amount of attachment sought. *Id.*; M.R. Civ. P. 4A(g). Plaintiffs must demonstrate it is “more likely than not” that they will recover equal to or greater than the amount of attachment and trustee process sought; *Wilson v. DelPapa*, 634 A.2d 1252, 1255 (Me. 1993).

ARGUMENT

I. Plaintiffs cannot demonstrate by preponderance of the evidence they will prevail on any claims against Southern Maine Construction, LLC.

Plaintiffs have no claims whatsoever against Southern Maine Construction for breach of contract, illegal eviction, or any other cause. Southern Maine Construction is not an owner of the Property or Residence. *See* Pls. Verified Compl. Ex. A at 23-25. The Property and Residence are owned by Rinaldi. *Id.* Southern Maine Construction is also not a party to P&S Agreement or any addendums thereto. *See* Pls. Verified Compl. Ex. A. The P&S Agreement is a contract between Plaintiffs and Rinaldi. Southern Maine Construction’s only connection to this dispute is that it is Rinaldi’s construction company which built the Residence. Rinaldi Aff. ¶ 9. Therefore, the order of attachment must be dissolved with respect to Southern Maine Construction.

II. Plaintiffs cannot demonstrate by preponderance of the evidence they will prevail on any claims against Rinaldi.

First, Plaintiffs cannot demonstrate they will prevail on their claims against Rinaldi for breach of contract. Plaintiffs refusal to remove the \$9,600 charge from the escrow amount prior to the closing constitutes an anticipatory repudiation of the P&S Agreement. An anticipatory repudiation of a contract is a definite and unequivocal manifestation of intention on the part of a party that they will not render the promised performance when the time of performance arrives. *Wholesale Sand & Gravel, Inc. v. Decker*, 630 A.2d 710, 711 (Me. 1993). The words or conduct

evidencing such a refusal must be definite, unequivocal, and absolute. *Id.* Additionally, the P&S Agreement expressly provides:

Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money deposit.

Pls. Verified Compl. Ex. A at 3, ¶ 16.

The P&S Agreement expressly incorporates by reference the Spec Sheet, which provides that only the paving basecoat for the driveway was to be completed prior to closing, weather permitting. Pls. Verified Compl. Ex. A at 1, ¶ 3, & 12; Rinaldi Aff. ¶¶ 14, 20-21. Plaintiffs were to pay for the asphalt topcoat at their own expense. Pls. Verified Compl. Ex. A at 12; Rinaldi Aff. ¶ 23. Rinaldi completed the gravel basecoat prior to closing as required. Rinaldi Aff. ¶ 22. Plaintiffs were made aware of the erroneous escrow charge for the asphalt topcoat but refused to remove the \$9,600 charge from the escrow amount prior to closing. *Id.* ¶¶ 24-47. Plaintiffs' refusal to remove the charge for the asphalt topcoat—for which Rinaldi was not obligated to pay under the terms of the P&S Agreement—constitutes a definite, unequivocal, and absolute refusal to perform their obligation and is a material breach of the P&S Agreement. Accordingly, Rinaldi was entitled to declare the P&S Agreement terminated. Pls. Verified Compl. Ex. A at 3, ¶ 16; *see Jenkins, Inc. v. Walsh Bros., Inc.*, 2001 ME 98, ¶ 13, 776 A.2d 1229.

There was also no “meeting of the minds” between Plaintiffs and Rinaldi on March 5, 2021, in order to demonstrate an enforceable contract at closing. *See Tobin v. Barter*, 2014 ME 51, ¶ 9, 89 A.3d 1088. The Residence actually constructed is not the house described in the Spec Sheet attached to P&S Agreement. Rinaldi ¶¶ 15-19; Pls. Verified Compl. Ex. A at 7-18. The parties never agreed on Rinaldi's compensation for the additional work performed. Rinaldi ¶ 18. Without a sufficient meeting of the minds regarding all material terms, there is no enforceable agreement.

See Tobin, 2014 ME 51, ¶ 9, 89 A.3d 1088. Thus, Plaintiffs cannot demonstrate they will prevail on their claim for breach of contract.

Moreover, because Plaintiffs cannot demonstrate it is more likely than not that they will prevail on their claim for breach of contract, Plaintiffs also cannot demonstrate any entitlement to attorneys' fees under the P&S Agreement.² *See* Pls. Verified Compl. Ex. A at 3, ¶ 17.

Second, Plaintiffs cannot demonstrate they will prevail on their claims against Rinaldi for illegal eviction. Under Maine's entry and detainer statute, an eviction effected without resort to the provisions of the statute are illegal and against public policy. 14 M.R.S. § 6014(1). Illegal evictions include such actions as the willful interruption or termination of utility services or the seizure of the premises or personal property without resort to judicial process. *Id.* Rinaldi engaged in no such conduct that could possibly constitute an illegal eviction. Following the termination of the P&S Agreement, Rinaldi agreed that Drew Pierce could retrieve his personal property from the Residence. Rinaldi Aff. ¶¶ 48-49, Ex. 4. Rinaldi called the Cumberland County Sheriff's Department and asked them to come to the Property to make sure the Property or Residence was not damaged. *Id.* ¶ 50. Upon information and belief, the Sheriff's deputy assisted Pierce with removing his personal property. *Id.* ¶ 51. Rinaldi never requested nor directed law enforcement officers with the Cumberland County Sheriff's Department to evict or remove Plaintiffs. *Id.* ¶ 52.

Because Plaintiffs cannot demonstrate that it is more likely than not that they will prevail on either claim against Rinaldi, the order of attachment must be dissolved.

III. Even if Plaintiffs could demonstrate a breach of contract, the amount of attachment must be reduced.

To sustain an order of attachment, Plaintiffs also must also demonstrate it is more likely

² Furthermore, by the time Plaintiffs requested mediation pursuant to the P&S Agreement, the contract had already been terminated as a result of Plaintiffs' anticipatory breach. *See* Rinaldi ¶¶ 35, 39-40, Exs. 3 & 4; Pls. Verified Compl. ¶ 36. Accordingly, the mediation clause was void and unenforceable.

than not that the judgment obtained will be equal to or greater than the amount of attachment sought. M.R. Civ. P. 4A(c). Plaintiffs obtained an order of *ex parte* attachment in the amount of \$147,546 based, in part, on their estimation that the fair market value of the Property and Residence is at least \$500,000, resulting in alleged damages of \$115,000. *See* Pls. *Ex Parte* Mot. Attachment at 4-5. Plaintiffs are correct that, in an action for breach of contract involving real property, damages are typically measured by the difference between the contract price and the fair market value of the property. *Williams v. Ubaldo*, 670 A.2d 913, 917 (Me. 1996). In this case, however, Plaintiffs' calculation of damages fails to take into account both the value of the additional work performed by Rinaldi and the fact that the house actually constructed is significantly larger than the house described in the P&S Agreement and initially valued at \$385,000. *See* Rinaldi ¶¶ 15-19; Pls. Verified Compl. Ex. A. Even if Plaintiffs' method for calculating damages is appropriate in this case, the price of a subsequent sale is probative of a property's fair market value. *Williams*, 670 A.2d at 917. On March 29, 2021, Rinaldi entered into a purchase and sale agreement with a new buyer with a purchase price of \$487,000, resulting in a difference of \$102,000. Rinaldi Aff. ¶ 54. Thus, even if Plaintiffs could demonstrate a breach of contract, the amount of attachment must be reduced.

IV. Alternatively, the Court may order the proceeds of the upcoming May 14, 2021 sale to be placed in escrow pending the outcome of this matter.

As discussed above, Rinaldi's closing date to sell the Property and Residence to a new buyer is May 14, 2021. Rinaldi Aff. ¶ 55. It is notable that, despite having notice of the pending sale of the Property and Residence to another buyer, Plaintiffs also did not seek a temporary restraining order or preliminary injunction to prevent the sale of the Property and Residence. *See* Pls. Verified Compl. ¶ 39. Instead, Plaintiffs sought *ex parte* attachment to satisfy any future judgment for damages. *See* Pls. *Ex Parte* Mot. Attachment. Plaintiffs' actions demonstrate that

they have no interest in obtaining specific performance or enforcing the P&S Agreement. Plaintiffs' real motivation for this suit is to obtain damages.

Pre-judgment attachment is an extraordinary benefit to plaintiffs and can impose serious hardship on defendants before the merits of a plaintiff's case are even determined. *See Plumbago Min. Corp. v. Sweatt*, 444 A.2d 361, 370 (Me. 1982); *Bowman v. Dussault*, 425 A.2d 1325, 1328 (Me. 1981). Here, Plaintiffs' attachment against the Property and Residence imposes a serious hardship on Rinaldi by potentially preventing the sale of Property and Residence to a new buyer, even though Plaintiffs no longer have any interest in purchasing the Property and Residence.

Rule 4A(d) of the Maine Rules of Civil Procedure provides that a defendant may tender cash or bond to be held as alternative security for any judgment the plaintiff may recover. M.R. Civ. P. 4A(d)(2). If the Court were inclined to sustain the order of attachment against Rinaldi, the Court can still allow the sale to proceed and ensure that Plaintiffs have adequate security to satisfy any potential judgment by (a) dissolving the attachment to allow the sale to proceed, and (b) ordering that the proceeds of the May 14, 2021 sale due to Rinaldi, after all lenders and other parties have been paid, be placed in escrow as alternative security pursuant to Rule 4A(d).

V. A hearing on this matter should be expedited due to the pending sale.

Because Plaintiffs' attachment imposes a serious hardship on Rinaldi by potentially preventing the sale on May 14, 2021, Defendants respectfully request that the Court hold an expedited hearing to dissolve attachment as soon as practicable pursuant to Rule 4A(h) of the Maine Rules of Civil Procedure.

CONCLUSION

Based on the foregoing, Defendants Anthony Michael Rinaldi and Southern Maine Construction, LLC respectfully request that the Court schedule a hearing on this motion pursuant

to Rule 4A(h) of the Maine Rules of Civil Procedures as soon as practicable.

Defendants further request that the Court enter an order finding Plaintiffs cannot demonstrate by preponderance of the evidence that they will likely recover a judgment against Defendants and immediately dissolve the Order Granting *Ex Parte* Attachment.

In the alternative, Defendants respectfully request that the Court enter an order dissolving the Order Granting *Ex Parte* Attachment against Defendants and ordering that the proceeds of the May 14, 2021 sale due to Rinaldi, after all lenders and other parties have been paid, be placed in escrow as alternative security pursuant to Rule 4A(d).

Dated: May 5, 2021

/s/ Jason J. Theobald
Jason J. Theobald, Bar No. 5605
Richard P. Olson, Bar No. 7275
CURTIS THAXTER LLC
One Canal Plaza, Suite 1000
P.O. Box 7320
Portland, Maine 04112-7320
(207) 774-9000
jtheobald@curtisthaxter.com
rolson@curtisthaxter.com
service@curtisthaxter.com

Counsel for Defendants
Anthony Michael Rinaldi and
Southern Maine Construction, LLC

NOTICE

Pursuant to Rule 7 of the Maine Rules of Civil Procedure, opposition to this Motion must be filed not later than 21 days after the filing of the Motion, unless another time is provided by the Rules of Court. Failure to file a timely objection will be deemed a waiver of all objections to this Motion which may be granted without further notice or hearing.

File Number: 201562 **Great East Title Services**
 Print Date & Time: 3/3/2021 3:36 PM **1 Bedford Farms Dr., Suite 202**
 Escrow Officer: Amanda Blackwell **Bedford, NH 03110**
 Settlement Location: 1 Bedford Farms Dr.,
 Suite 202
 Bedford, NH 03110

Property Address: 451 Raymond Cape Road Raymond, Maine 04071
 Buyer: Drew R. Pierce - 10 Vista Circle, Centerville, MA 02632-1739
 Janice E. Lariviere - 49 Winding Cove Road, Marston Mills, MA 02648
 Seller: Anthony Michael Rinaldi - 27 Dearborn Street, Westbrook, ME 04092
 Lender: Residential Mortgage Services, Inc. - 24 Christopher Toppi Dr., S. Portland, ME 04106

 Settlement Date: 3/04/2021
 Disbursement Date: 3/04/2021
 Additional dates per state requirements: 3/04/2021

Description	Seller	
	Debit	Credit
Financial		
Sales Price of Property		\$385,000.00
Seller Credit	\$7,392.00	
Payoff to Machias Savings Bank	\$140,000.00	
Payoff to D&G Construction and Property Maintenance	\$39,000.00	
Prorations/Adjustments		
City/Town Taxes 1/1/2021 to 3/4/2021	\$134.35	
Escrow Holdback to Residential Mortgage Services, Inc.	\$24,000.00	
Title Charges & Escrow/Settlement Charges		
4031 - Wire Transfer to Great East Title Services	\$35.00	
4032 - Overnight Fee to Great East Title Services	\$70.00	
Title - 4022 - Document Preparation Fee to Great East Title Services	\$150.00	
Commission		
Real Estate Commission Buyer's Broker \$11,550.00 to Landing Real Estate	\$11,550.00	
Real Estate Commission Seller's Broker \$11,550.00 to Landing Real Estate	\$11,550.00	
Government Recording and Transfer Charges		
2021 - Recording Fee for Release to Simplifile	\$24.00	
Tax Stamp for State Deed to Simplifile	\$847.00	
Payoff(s)		
2019 Tax Lien (0002-0020-B) to Raymond Tax Collector Principal Balance \$812.08 Interest on Payoff 0.000000% Good Through 3/10/2021 (\$0.15220000/day) \$2.13	\$814.21	

2020 Tax Lien (0002-0020-B) to Raymond Tax Collector Principal Balance \$873.45 Interest on Payoff 0.000000% Good Through 3/10/2021 (\$0.18270000/day) \$2.56	\$876.01	
2021 First Half Taxes (0002-0020-B) to Raymond Tax Collector Principal Balance \$395.48 Interest on Payoff 0.000000% Good Through 3/10/2021 (\$0.08420000/day) \$14.82	\$410.30	
Payoff of First Mortgage Loan to Lincoln Capital, LLC Principal Balance \$144,132.51 Interest on Payoff 0.000000% Good Through 3/10/2021 (\$106.28000000/day) \$1,275.36	\$145,407.87	
	Debit	Credit
Subtotals	\$382,260.74	\$385,000.00
Due To Seller	\$2,739.26	
Totals	\$385,000.00	\$385,000.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Great East Title Services to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this Settlement Statement pertaining to "Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Anthony Michael Rinaldi

Date

File Number: 201562 **Great East Title Services**
 Print Date & Time: 3/5/2021 2:40 PM **1 Bedford Farms Dr., Suite 202**
 Escrow Officer: Amanda Blackwell **Bedford, NH 03110**
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Property Address: 451 Raymond Cape Road Raymond, Maine 04071
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 Seller: Anthony Michael Rinaldi - 27 Dearborn Street, Westbrook, ME 04092
 Lender: Residential Mortgage Services, Inc. - 24 Christopher Toppi Dr., S. Portland, ME 04106

 Settlement Date: 3/05/2021
 Disbursement Date: 3/05/2021
 Additional dates per state requirements: 3/05/2021

Description	Seller	
	Debit	Credit
Financial		
Sales Price of Property		\$385,000.00
Seller Credit	\$4,625.78	
to Machias Savings Bank	\$140,000.00	
D&G Construction and Property Maintenance Payoff to D&G Construction and Property Maintenance	\$39,000.00	
Bissonnette's Plumbing Invoice	\$2,841.00	
Prorations/Adjustments		
City/Town Taxes 1/1/2021 to 3/5/2021	\$136.52	
Escrow Holdback to Residential Mortgage Services, Inc.	\$24,000.00	
Title Charges & Escrow/Settlement Charges		
4031 - Wire Transfer to Great East Title Services	\$35.00	
4032 - Overnight Fee to Great East Title Services	\$70.00	
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Payoff of First Mortgage Loan to Lincoln Capital, LLC Principal Balance Good Through 3/5/2021 \$147,477.36 Interest on Payoff 0.000000% Good Through 3/10/2021 (\$107.45000000/day) \$1,289.40	\$148,766.76	
	Debit	Credit
Subtotals	\$371,646.58	\$385,000.00
Due To Seller	\$13,353.42	
Totals	\$385,000.00	\$385,000.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

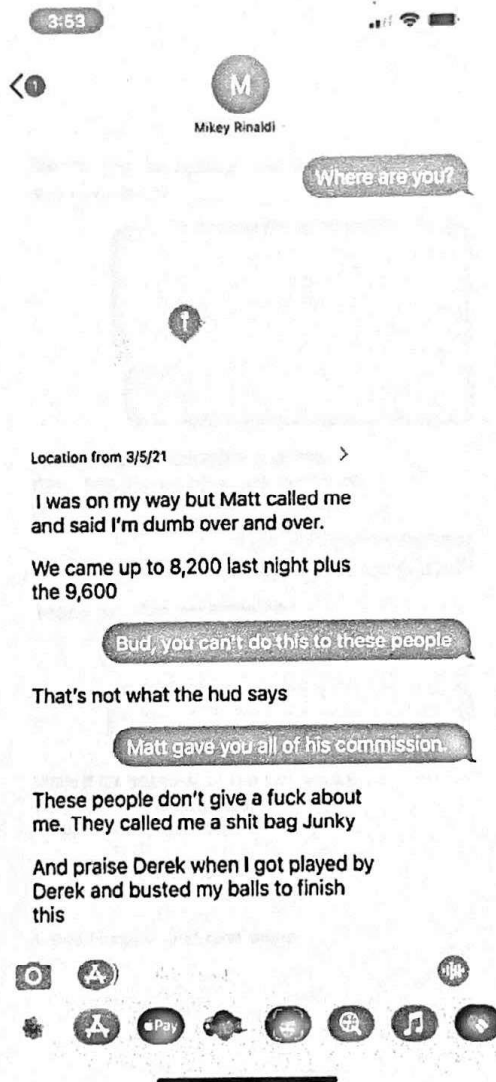
Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Great East Title Services to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this Settlement Statement pertaining to "Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Anthony Michael Rinaldi

Date



EXHIBIT

Lord Ex 2

3:53



Mikey Rinaldi

It's not what we agreed to with Todd
and Ryan today

You need to sell them this house.
There are so many people that have
worked so hard and rearranged their
schedules to make this work. Please
come sign

Then come here and we can work it
through

I'm not legally obligated to at this
point and it's not right how I've been
treated

You get 13,353 today

That's not what we agreed on

I'm sorry your feelings are hurt

Isn't it better to take that or lose the
house? Come on man... This is not fair

Even if he got to 17,800 it still would
be a breach because it wasn't
removed from escrow

There isn't a chance in hell I will lose
this.

I could have it sold next week



3:53



Mikey Rinaldi

I haven't seen my kid in months

Then end this and come sign

And got played by Derek.

It's over.

All those sacrifices by Heather, my
Mom and Dad to do Drew a favor
when he doesn't like me and thinks
I'm a junky

It's not about you.

I've done everything I could possibly
do to help you.

I built this place in 8 months damn
near single handedly which is
incredible considering how long
custom homes normally take. And
Drew thinks I sit around and do nothing.

You said I did nothing for a whole
month.

It's over mikey. What are you going to
do?

I do appreciate your help. But I'm tired
of being bullied and unfairly shit on.



Messages



3:54



Mikey Rinaldi

I do appreciate your help. But I'm tired of being bullied and unfairly shit on.

I was willing to close today but not for that number

What number

Do you want

The number we agreed on

I don't know what that is

But regardless it needs to be pulled from escrow which can't happen from what Matt is telling me

What is the number

So I need to think about this and we can talk on Monday. The number was 17,800

So we are 4 grand off?

Yes

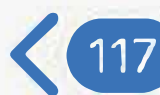
I'll give you the 4 grand if you come right now.

Please answer the phone



10:10 PM





Andy >

I'll give you the 4 grand if you come right now.

Please answer the phone

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.

I'm taking back the power and then will decide what I want to do.z

The deal is off Monday. I will give you 4 grand right now That gets you to the number you want right?

I busted my balls on this house. Countless long days

I'm not stupid

I'm offering what you want.

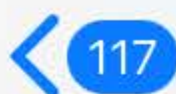
And I'm sorry, I have a lot of respect for you

Then please let me give you this



iMessage





Andy >

I'm taking back the power and then will decide what I want to do.z

The deal is off Monday. I will give you 4 grand right now That gets you to the number you want right?

I busted my balls on this house. Countless long days

I'm not stupid

I'm offering what you want.

And I'm sorry, I have a lot of respect for you

Than please let me give you this money and we can end this

I can legally walk and that's what I'm doing.

Then we can talk

You don't deserve this, but I didn't deserve the shit I got

I'm really sorry but Matt sealed it when he called me dumb



iMessage



3:54



Mikey Rinaldi

Then we can talk

You don't deserve this, but I didn't
deserve the shit I got

I'm really sorry but Matt sealed it
when he called me dumb

It's not about Matt

It's about Drew and Susie and they
have been very patient. It's not fair to
them for you to do this

I'm sorry bud but there is nothing
anyone can say.

I will talk to you Monday before I do
anything else

Fair to them, builds go over all the
time.

Yes, I over promised but I didn't skip a
step and allowed Derek to come in to
help which just made me look worse

If he didn't call me a Junkie shitbag
then it might be different

You have to let it go

Delivered

No I don't I don't owe them any



3:54



Mikey Rinaldi

when he called me aumo

It's not about Matt

It's about Drew and Susie and they have been very patient. It's not fair to them for you to do this

I'm sorry bud but there is nothing anyone can say.

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Fair to them, builds go over all the time.

Yes, I over promised but I didn't skip a step and allowed Derek to come in to help which just made me look worse

If he didn't call me a Junkie shitbag then it might be different

You have to let it go

Delivered

No I don't, I don't owe them any favors and need to stop putting everyone first.

I promise I will call you Monday so we can try and figure this out.



< 135

MD

A

2 People >

MD

Mikey please find the info for buyers to close on Thursday

Thu, Mar 4, 3:04 PM

Just so we are all on the same page. The buyers are refusing to honor the contract. Asphalt is considered the top coat and gravel is the aggregate base coat. The paint was done at temperatures above the required amount and given supplemental dry air to make sure it adheres properly.

Regardless if I got a quote it doesn't change the language of the contract. I got a quote because I was told to just like I finished the garage when I actually didn't need to.

Matt Dibiase

Sorry it didn't work out

MD

Again the buyer was willing to accept the house as-is

I agree. If Drew wants to get there things let me know so we can make arrangements.

Matt Dibiase



iMessage



< 135

MD

A

2 People >



MD

Can you let Drew know that he would be trespassing if he comes on the property. He has no right to be here now

Matt Dibiase

Contract is extended until tomorrow legally

MD

No it's now null and void because they are refusing to honor it

A clear breach of contract

I've had a long as couple days and I'm not in the mood to deal with him

I'm about two seconds away from calling the Sheriffs Department



iMessage



3:41



2 People

Mikey Rinaldi

Can you let Drew know that he would be trespassing if he comes on the property. He has no right to be here now

Matt DiBrase

Contract is extended until tomorrow legally

Mikey Rinaldi

No it's now null and void because they are refusing to honor it

A clear breach of contract

I've had a long as couple days and I'm not in the mood to deal with him

I'm about two seconds away from calling the Sheriffs Department

Fri, Mar 5, 5:21 PM

Mikey Rinaldi

I am not sure why all of you are heading to my house. None of you have a right to be there and there's nothing you can do to change my mind. I have the legal right to walk.

I said I will call Andy on Monday so we can talk but after everything that's happened I'm not rushing into



Message



3:41



2 People

Mikey Rinaldi

I am not sure why all of you are heading to my house. None of you have a right to be there and there's nothing you can do to change my mind. I have the legal right to walk.

I said I will call Andy on Monday so we can talk but after everything that's happened I'm not rushing into anything.

Matt DiBiase

Buyer has legal right to get his stuff out of the house per contract I'll attract a copy

Mikey Rinaldi

Without proper notice?

Matt DiBiase

Per contract yes

He has right to get out

Mikey Rinaldi

No he doesn't I just read it

Its terminated

Matt DiBiase

any other state
and Drew Pierce, James L. Roberts
the property located at 6 Raymond Cape Rd, Raymond, ME 04471

Notwithstanding to whom the contract is assigned, the assignee, assignor and their successors shall



iMessage



3:41



2 People



Its terminated

Matt DiBlase

and Drew Pierce, Janice Lariviere
his property located at 0 Raymond Cape Rd, Raymond, ME 04071

Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree as follows:

Buyer shall be entitled to enter into possession of the property on February 15, 2021 for a period of occupancy that shall terminate upon the expiration of the purchase and sale agreement. Buyer shall maintain the property in substantially the same condition as exists on the date hereof. Buyer shall be responsible for ordinary maintenance and repair of the property and the cost of fuel oil and utilities, including but not limited, electrical service, telephone service, water and sewer measurements, if any, to the property for the period of Buyer's occupancy. Fuel oil shall be provided as of the date possession is delivered to Buyer at the prevailing market price of company that delivered fuel. Buyer agrees to indemnify and hold Seller harmless any costs, expenses, losses, damages or other liabilities of any kind and nature resulting from the occupancy of the property. Buyer accepts full responsibility for any of Buyer's personal property brought on onto the property and agrees to hold Seller harmless for any damage to or loss of such personal property. It shall maintain public liability insurance and insurance on Buyer's personal property for the period of the occupancy. Risk of loss by fire or otherwise shall be borne by Seller until closing. In addition to the above referenced costs, Buyer shall pay Seller \$1000 per calendar day in advance for rent the property and \$1000 as a security deposit. At the beginning of the occupancy, the parties shall enter into the Maine Residential Lease developed by the Maine Attorney for further describing the rights and obligations of the parties.

The indemnification provisions of this addendum shall survive the closing or other expiration of the Agreement.

<u>Drew Pierce</u>	<u>Anthony Michael Rinaldi</u>
Buyer	Seller
<u>Drew Pierce</u>	<u>Anthony Michael Rinaldi</u>
Buyer	Seller
<u>Janice Lariviere</u>	
Buyer	Seller
<u>Janice Lariviere</u>	
Buyer	Seller

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Call your attorney

Mikey Rinaldi



He can set up a time to come get it.

Matt DiBlase



Ok I'll have drew call you



iMessage



3:41



2 People

Mikey just a heads up landing will be
Liening the house Monday for full
6%

Sheriff is assisting in helping buyer

But good idea Mikey just in case for all
of us

Mikey Rinaldi

Have him leave the keys and I have
the legal right to walk so you can't
leave the house but feel free to try

If you want to have a legal battle feel
free because I have a lot against you

Matt DiBiase

Have a good night

Mikey Rinaldi

I wonder what the ethics board will
think

I don't want to battle but you're not
gonna bully me

Matt DiBiase

I wonder bud

But I think you gotta deal with Lincoln
first



iMessage



3:41



2 People >

I wonder what the others would think



I don't want to battle but you're not gonna bully me

Matt DiBlase

I wonder bud



But I think you gotta deal with Lincoln first



But no more communication from Landing to you per my attorney



Andy was the sheriff able to get the garage door closed yet ?

Tue, Mar 9 1:55 PM

Mikey Rinaldi

I'm sending over a release for the earnest money deposit.

Also, I spoke with Todd and Ryan and I will be paying you guys something at closing.



Sorry it didn't work out and I just want to get this sold and move on.

Matt DiBlase



I think you and me should have a conversation tomorrow what time



1 of 1



STATE OF MAINE
CUMBERLAND, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-2021-138

DREW PIERCE and JANICE LARIVIERE,)
)
Plaintiffs,)
)
v.)
)
ANTHONY MICHAEL RINALDI and)
SOUTHERN MAINE CONSTRUCTION,)
LLC)
)
Defendants.)
)

**AFFIDAVIT OF
ANTHONY MICHAEL RINALDI**

I, Anthony Michael Rinaldi, being duly sworn, states under oath as follows:

1. I am over 18 years of age and competent to testify to the matters set forth in this Affidavit. The statements set forth in this Affidavit are made upon my own personal knowledge, information and belief, and to the extent based on information and belief, I believe the information to be true.

2. I am a resident of Westbrook, Maine.

3. I am the owner and sole member of Southern Maine Construction, LLC (“Southern Maine Construction”), a Maine limited liability company with a principal place of business in Westbrook, Maine.

4. Southern Maine Construction is engaged in the residential construction business.

5. By virtue of a warranty deed recorded February 28, 2017, in the Cumberland County Registry of Deed at Book 33848, Page 220, dated February 23, 2017 (the “Warranty Deed”), I am the owner of real property located at 451 Cape Road in Raymond, Maine, also identified as Lot 20 on Raymond Tax Map 2 (the “Property”). The Property had a previous mail

address of 0 Raymond Cape Road, Raymond Maine.

6. In or about April 2020, I began work on the construction of a 3-bedroom, 2.5-bath, 1908-square foot home on the Property (the “Residence”), which I intended to sell.

7. On or about August 17, 2020, I entered into a Purchase and Sale Agreement to sell the Property and Residence to Drew Pierce and Janice Lariviere (the “Buyers”) for the purchase price of \$385,000.00.

8. A true and accurate copy of the Purchase and Sale Agreement which includes a New Construction Addendum, a Spec Sheet, a copy of the Warranty Deed, and additional addendums, is attached to the Plaintiffs’ Verified Complaint as Exhibit A (the “P&S Agreement”).

9. Southern Maine Construction is not a party to the P&S Agreement. Southern Maine Construction is the builder of the Residence.

10. At the time Plaintiffs and I entered into the P&S Agreement, the Residence was still under construction. The Residence was to be completed prior to the closing date.

11. Buyers and I agreed to extend the closing date to March 5, 2021. *See* Plaintiffs’ Exhibits A-1 & A-3.

12. On or about February 14, 2021, the Buyers and I agreed to a Possession Prior to Closing Addendum, which allowed the Buyers to use of the Property during construction. *See* Plaintiffs’ Exhibit A-2.

13. The Buyers never occupied the Property or Residence pursuant to the Possession Prior to Closing Addendum. The Buyers only stored some personal property in the garage of the Residence during construction.

14. Pages 7 through 18 of Plaintiffs’ Exhibit A is the “Spec Sheet” for the Residence.

The Spec Sheet sets forth the material specifications for the Residence and the work to be performed by the Builder and provided by the Seller at closing.

15. During construction of the Residence, the Buyers, through their agent, requested numerous changes to the specifications in the Spec Sheet. These changes resulted in substantially more work.

16. Some of the upgrades requested by the Buyers included an additional bonus room/bedroom, farmer's porch, a finished garage, rearranged utilities in the basement, and hardwood floors on the second floor.

17. The Residence actually constructed on the Property includes four bedrooms, three baths, and is 2,200 square feet.

18. I expected to be compensated for the additional work and upgrades. However, no increase in the purchase price was ever agreed to between the Buyers and myself.

19. I estimate the value of the additional work performed at the request of the Buyers to be approximately between \$80,000.00 and \$90,000.00. I expressly reserve all claims for value of the additional work.

20. Pursuant to the Spec Sheet, the paving basecoat for the driveway was to be completed prior to closing, weather permitting. *See* Plaintiffs' Exhibit A at 12.

21. A paving basecoat for a residential driveway consists of laying down finish gravel on top of which the asphalt topcoat is to be installed.

22. The gravel basecoat for the driveway was completed in or about February 2021.

23. The Buyers were to pay for the asphalt topcoat at their own expense.

24. The Buyers' real estate agent, Andrew S. Lord, told me that I was obligated to pay for the asphalt topcoat of the drive and requested that I obtain a quote for the cost to complete the

driveway.

25. I obtained a quote from a paving company for the cost of completing the asphalt topcoat for the driveway, which was quoted at \$6,400.00. A true and accurate copy of the estimate is attached as Defendants' Exhibit 5.

26. On March 4, 2021, prior to the closing date, I was provided with a closing statement. A true and accurate copy of March 4, 2021 Closing Statement is attached hereto as Defendants' Exhibit 1.

27. The March 4, 2021 Closing Statement provided that \$24,000.00 was to be held back from the \$385,000.00 purchase price and placed in escrow. *See* Defendants' Exhibit 1.

28. That escrow amount was for construction items not completed prior to the closing date.

29. When calculating the amounts to be placed in escrow for uncompleted work, lenders typically require 150% of the estimates for the work be placed in escrow in order to account for any overages.

30. After receiving the March 4, 2021 Closing Statement, I reviewed the P&S Agreement and Spec Sheet to understand what work was being included in the escrow amount. I learned that I was not obligated to pay for or provide the asphalt topcoat for the driveway.

31. On March 4, 2021, prior to closing, I was willing to accept no additional payment for the time and materials expended on the additional work I performed at the Buyers' request, but I was not willing to pay for the asphalt topcoat that I never agreed to and was not obligated to provide under the P&S Agreement or Spec Sheet.

32. I told Andy Lord that I was not obligated to provide the asphalt topcoat under the P&S Agreement and that the \$24,000.00 to be held back in escrow must be reduced by \$9,600.00

to remove the amount being held back for completion of the driveway.

33. Upon information and belief, the Buyers were informed on March 4, 2021, that the \$24,000.00 to be placed in escrow incorrectly included the \$9,600.00 estimate for the asphalt topcoat, and that the escrow amount must be reduced by \$9,600.00 prior to closing.

34. I was told that the Buyers refused reduce the escrow amount and remove the \$9,600.00 for asphalt paving.

35. I considered the Buyers' refusal to remove the \$9,600.00 estimate for asphalt topcoat from the escrow amount to be a breach of the P&S Agreement by the Buyers, entitling me to terminate the P&S Agreement.

36. On the March 5, 2021, the closing date, I was told that the Buyers had agreed to remove the \$9,600.00 estimate for asphalt topcoat from the escrow amount.

37. In the afternoon of March 5, 2021, I was provided with a revised Closing Statement. A true and accurate copy of March 5, 2021 Closing Statement is attached hereto as Defendants' Exhibit 2.

38. The March 5, 2021 Closing Statement still provided that \$24,000.00 was to be held back from the \$385,000.00 purchase price and placed in escrow. The escrow amount had not been reduced and still contained the amount of \$9,600.00 for asphalt topcoat. *See* Defendants' Exhibit 2.

39. I again considered the refusal to remove the \$9,600.00 estimate for asphalt topcoat from the escrow amount to be a breach of the P&S Agreement by the Buyers.

40. I informed both my real estate agent and the Buyer's real estate agent, Andy Lord, that because the \$9,600.00 was not removed from the escrow amount, I was terminating the P&S Agreement.

41. I have reviewed the Affidavit of Andrew S. Lord, the Buyer's real estate agent, Dated April 8, 2021, and submitted in this case.

42. In his affidavit, Andy Lord states under oath that the series of text message attached to his affidavit and Plaintiffs' Verified Complaint constituted the "entire" series of text message sent by me on March 5, 2021. This statement is false. The text exchange provided by Andy Lord omits multiple text messages exchanged between myself and Andy Lord on March 5, 2021.

43. Attached hereto as Defendants' Exhibit 3 is a true and accurate copy of the text messages exchanged between Andy Lord and myself on March 5, 2021. The text messages omitted by Andy Lord have been inserted into those provided by Andy Lord in his affidavit for ease of reading. The omitted text messages are those in color at pages 5-6.

44. In my text message exchange with Andy Lord, I refer to the March 5, 2021 Closing Statement as the "hud," meaning the HUD settlement statement or closing statement.

45. In the text messages provided by Andy Lord, I specifically told him, that the "hud" did not reflect our agreement from the prior day to remove the \$9,600.00 for asphalt paving from the escrow. *See* Defendants' Exhibit 3 at 1.

46. In the text messages provided by Andy Lord, I stated that the Buyers were in breach of the P&S Agreement because they did not remove the \$9,600.00 from escrow. *See* Defendants' Exhibit 3 at 2, 4.

47. In the text messages omitted by Andy Lord, I again stated that unless the "Hud" has the escrow reduced, I would not sign the Closing Statement. *See* Defendants' Exhibit 3 at 5.

48. In a separate text message exchange on March 5, 2021, with my real estate agent,

Matt DiBase, and the Buyers' real estate agent, Andy Lord, I agreed that Drew Pierce could retrieve his personal property from the garage of the Residence.

49. A true and accurate copy of my text message exchanges with Matt DiBase and Andy Lord on March 4 and 5, 2021, is attached hereto as Defendants' Exhibit 4.

50. I called the Cumberland County Sheriff's Department and asked them to come to the Property simply to make sure the Property or Residence was not damaged.

51. Upon information and belief, it is my understanding that the Sheriff's deputy that came to the Property assisted Drew Pierce with removing his personal property.

52. I never requested nor directed any law enforcement officer with the Cumberland County Sheriff's Department to evict or remove Plaintiffs from the Property.


53. Because I considered the P&S Agreement to be terminated, due to the Buyers' failure to revise the Closing Statement to remove the charge for asphalt paving from escrow, which I was not responsible to pay, I relisted the Property and Residence for sale for the real estate listing price of \$475,000.

54. On or about March 29, 2021, I entered into a purchase and sale agreement with new buyer. The purchase price under the new purchase and sale agreement is \$487,000.00

55. The closing date for the new purchase and sale agreement is May 14, 2021.

56. I never told Andy Lord that I would not sell the Property and Residence to the Buyers because I wanted to make more money by selling it someone else at a higher price.

Dated: May 5th, 2021


Anthony Michael Rinaldi

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

May 5, 2021

Personally appeared before me the above-named Anthony Michael Rinaldi, who after being duly sworn, made oath that the foregoing statements by him are true, based on his personal knowledge, information and belief, and where based upon information and belief, he believes such information to be true.

Before me,


Notary Public/~~Attorney at Law~~

Emma L. Clark Notary Public, State of Maine My Commission Expires Nov. 9, 2027
--

Anthony Rinaldi
Westbrook
LD 1022

Uploading the entire record of CV-2021-138