ber	Speaker	Text	NOTES	SEE NUMBER(S)
1	Attorney Monteleone	28:14 What was the status of this project when you learned about it,	Andy later testified that he could see the front porch and 4th bedroom being built which	
		28:19 it was partially framed up. The foundation was in that was it really not much else was there.	conflict with the evidence and this statement	
		22:03 who was Mr. Rinaldi's agent,		
	Realtor Andy Lord			
5	Attorney Monteleone	22:07 who is Matt Dibiase ,		
6	Realtor Andy Lord	22:08 he's the owner of landing real estate.	Matt Dibiase and Andy Lord embezzled money from the Defendant and both attempted to	
7	Attorney Monteleone	22:12 And is, is landing off? Is landing real estate? More clearly, did you work for landing real estate as well?	manipulate and pressure the Defendant. Matt breached his fiduciary duty by writing an	
8		22:22 Yes.	affidavit in support of the Plaintiffs.	
		27:53 Now, what is it that the summary in Exhibit one showing you. What did you glean from your review and		
9	Attorney Monteleone			
		28:04 So this, this was the house as we were making the offer. This is the depiction of how the house was		
		to be built.		
		28:14 What was the status of this project when you learned about it,		
12		28:19 it was partially framed up. The foundation was in that was it really not much else was there.		
		29:00 No, you inquired. Did you inquire about what the asking price was based upon the changes that Mr		
	Attorney Monteleone			
		29:13 Yes, I did.	This is the first time bearing this in A years and is inadmissible bearsay, Justice Dillings	
15	Attorney Monteleone	29:14 And and what did Mr. Rinaldi's agent inform you was the was the asking price?	This is the first time hearing this in 4 years and is inadmissible hearsay. Justice Billings affirmed almost all of Monteleone's boilerplate objections and yet he held Rinaldi to the	
16	Realtor Andy Lord	29:20 It was going to be \$385,000	highest standard possible.	
		30:15 was, did you did what Mr Rinaldi described? Was that different than what you saw Mr. Rinaldi was was		
17	Attorney Monteleone			
		30:23 No, it appeared to be accurate as to what he was building.	No difference at that lint	
		30:26 Okay. And were there features that allowed you to tell the difference between this, this new build that		
19		he was describing to you, and his earlier version of the build?		
20	Realtor Andy Lord	30:36 Yes		
		30:36 . What were those features?		
-		30:38 Well, we could see that the gable end framing was on top of the garage for the room above it, and we		
22		can see that the part of the building was prepared for the farmer porch		
		30:47 So in other words, in the original build design, those features weren't, weren't part of it		
		30:54 correct.		
		31:01 Now did in that discussion, did Mr. Rinaldi get into details about the number of bedrooms he intended		
25		build and the kind of the finishes		
		31:12 Yes.		
		31:13 And what did that include?		
		31:16 It was going to be four bedrooms finished. We talked about the kitchen design, the flooring choices,		
		pretty much everything we were looking at a shell of a building at that point. So to understand what it was		
28		going to look like, we did have a very in depth conversation about it,		
		31:33 all right? And how did he, how did he describe that, that room above the garage		
		31:44 that was going to be the fourth bedroom.		
		31:46 But was there kind of a particular phrasing that he used to describe that space?		
		31:52 I think we talked about we used the phrase bonus room.		
	,	32:56 what was it? What was it presented as		
22		32:56 What was it? What was it presented as 32:58 it was presented as consistent with exhibit one. It was going to be a fully complete house with the		
34		specifications that he had put together in this email, and it was to look like that.		
54		33:10 And was that consistent with the observations that you, that you had at the site when you were there		
35	Attorney Monteleone			
		33:16 Yes.		
		33:20 So I'd like to turn and discuss the process of actually going under contract.		
		33:20 So Fallike to turn and discuss the process of actually going under contract. 33:25 Okay.		
		33:26 Now, did you who prepared the contract offer		
		33:29 I did, and		
		33:35 what was the offer for,		
42	Realtor Andy Lord	33:37 for the purchase of the completed house,	Did you mean for a 3 bedroom 2.5 bath 1,900 sq ft house?	
		33:39 and what was your understanding about what completed house Mr. Pierce was buying	But chose to not ask anyone to change anything and chose not to include an addendum.	
44		33:47 my understanding, it was going to look just like exhibit one.	Make it make sense?	
		33:51 Didn't Mr. Pierce ever express to you that he wanted something different than what was shown in		
		the in the specs in Exhibit one?	This lie is comical considering the spec sheet included in the signed contract was "something	
		34:00 No.	different" than what was outlined in exhibit 1	
		34:03 Are you aware of that being expressed by Mr. Rinaldi that he might want something different?	This lie is comical considering the spec sheet included in the signed contract was "something	
48	Realtor Andy Lord	34:12 No.	different"	
49	Attorney Monteleone	34:18 Now if I can refer you to exhibit two. What is exhibit two?		
		34:28 It's the executed purchase and sale agreement		
		34:30 is, is this? The version? Is this? Essentially the the the executed version of what you, the offer you		
51	Attorney Monteleone			
		34:40 yes, it is.		
			And u tartified that he had to use the spec sheet is studied in the sector of here and	
53	Attorney Monteleone	35:38 and that that MLS was, was that MLS active at the time	Andy testified that he had to use the spec sheet included in the contract because it was part of the MIS but here he admits it's expired. He also testified that he worked in the same	
54	Realtor Andy Lord	35:41 the listing was expired.	of the MLS but here he admits it's expired. He also testified that he worked in the same office as Matt so he could	
			Unice as wait 50 lie coulu	
		35:44 Was there? Did you have access to different versions of this spec sheet?		
	Realtor Andy Lord			
		35:54 at the time you put in your offer?		
58		35:56 No, this was the only one at a time of the offer.		
		35:58 What was your understanding about why there was only one spec sheet at that state of progress in Mr.		
59	Attorney Monteleone			
		36:06 my understanding was that this was what he intended to originally build. The property had gone under contract with some different huver. They had requested the ungrades and that's what promoted the new		
60		contract with some different buyers. They had requested the upgrades, and that's what prompted the new scope		
50		36:17 for what was your understanding about how, how that would be addressed as the project went		
61	Attorney Monteleone			
		36:33 in what way		
22		36:34 meaning in terms of about how this the scope of work outlined within your offer would be. So what		
		would happen with it, given that you would you had seen that a different, a slightly different project was		
	Attorney Monteleone			
63		36:47 yeah, we had requested an updated scope of work.		
		36:52 And in your experience, is that someone is that a common, a common practice in new home		
64	Attorney Monteleone			
64 65		36:59 Yes		
64 65 66	Realtor Andy Lord			
64 65 66 67	Realtor Andy Lord Attorney Monteleone	36:59 Ves 37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:10 5385 000		
64 65 66 67	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord	37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:10 \$385,000		
64 65 66 67 68	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord	37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:10 S385,000 37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price		
64 65 66 67 68	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord Attorney Monteleone	37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:10 S385,000 37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price		
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64 65 67 68 70 71 72 73 74 75 76 77	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord	37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:12 S385,000 37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price to offer? 37:20 That's what was communicated to us, that the build was going to be since it change from the original MLS listing. 37:24 August 18, 2020 ('m sorry, August 15, 2020 37:46 and did, did Mr. Rinaldi accept that offer? 37:49 He did. 38:18 and is exhibit two, a true and accurate copy of the the executed purchase and sale agreement that was signed August 18, 2020.	This was proven to be a bold face lie considering Drew admitted under oath to requesting pipes moved in the basement and on the last day of tried a recording was played with Andy	
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64 65 67 68 69 70 71 72 73 74 75 76 77 78 79	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord	37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer price 37:10 \$385,000 37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price to offer? 37:20 That's what was communicated to us, that the build was going to be since it change from the original MLS listing. 37:24 August 18, 2020 I'm sorry, August 15, 2020 37:46 and did, did Mr. Rinaldi accept that offer? 37:49 He did. 38:18 and is exhibit two, a true and accurate copy of the the executed purchase and sale agreement that was signed August 18, 2020. 38:28 yes, it is 38:28 yes, it is	This was proven to be a bold face lie considering Drew admitted under oath to requesting pipes moved in the basement and on the last day of tried a recording was played with Andy	
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	128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord Attorney Monteleone Defendant Rinaldi Attorney Monteleone Caltorney Monteleone Realtor Andy Lord Attorney Monteleone	letter? 5:12 Yes, hé sopied on the email. 5:5:15 And can you identify where that is at on exhibit six, 5:16 And can you identify where that is at on exhibit six, 5:16 And can you identify where that is at on exhibit six, 5:17 yeah, at the first page at the top, it says mattellandinghomesmaine.com 5:3:48 yes, it is 5:3:48 yes, it is 5:43 wes, it is 5:5:40 and are made application letters routinely prepared and transmitted and real estate transactions, 5:5:75 yes, 5:5:52 And as a broker, you receive copies of you routinely receive copies of made application letters, 5:5:79 yes, 5:5:63 and you ensure their timely delivery to the other agent, 5:6:00 yes, 5:6:10 nove admission of plaintiff. Six, 5:6:10 looke admission of plaintiff. Six, 5:7.10 yes, 4:7.10 yes, 5:7.10 yes, 5:7.10 yes, 5:7.10 yes, 4:7.10 yes, 5:7.10 yes, 5:7.10 yes, 4:7.10 yes, 5:7.10 y		

158			
		Thank you. Justice Daniel Billings 1:00:39 Yeah , you can continue.	
		I'd like to turn and discuss some of the project timing and the delays that were experienced. When did the	
		contract originally call to be closed? In other words, for the bill to be completed and the sale to be closed?	
		Can I reference the original purchase sale agreement?	
		Sure, if I could refer you back to exhibit two.	
		It was expected to close November 12, 2020,	
	Attorney Monteleone		
		Did not.	
		Was it? Was it close to happening? No.	
	Attorney Monteleone Realtor Andy Lord	winy ince: The bill just wasn't moving forward very quickly.	
		The onlyss was it throwing forward very quickly. What was happening.	
		what was happening. Nothing was getting done. It was just kind of paused at that point.	
		So how was, when did that first, when did that issue first arise,	
		as we were getting closer to the anticipated closing date and realized that it was not going to happen,	
		alright, and at that point in time, what was Mr. Rinaldi telling you in terms of when it would happen, how far	
173	Attorney Monteleone	off he was from getting it done,	
174	Realtor Andy Lord	we were always a couple weeks away.	
175	Attorney Monteleone	What do you mean	
176	Realtor Andy Lord	every time we'd ask when this is to be done, it's just just a few more weeks, just a few more weeks.	
		now, what were, and that's what are the terms that exhibit eight provided	
		it. It provides some occupancy of the property.	
		Did it require that Mr. Pierce pay any rent?	
		No	
	Attorney Monteleone		
		No	
		Why? Why is that fair, that that seems, that seems one sided. I don't know. I mean,	
104		I don't know. I mean, if I can, you know, but I understand is that, to what extent would would this have been necessary, if the	
185	Attorney Monteleone		
		No, it would not have.	
187	Attorney Monteleone	Right. So, are you aware, if Drew in fact, took possession in order to store his property at the at the house	
188	Realtor Andy Lord	he did.	
		now, what were, and that's what are the terms that exhibit eight provided	
		it. It provides some occupancy of the property.	
		Did it require that Mr. Pierce pay any rent?	
		No	
	Attorney Monteleone		
	,	No.	
		Why? Why is that fair, that that seems, that seems one sided.	
196	Realtor Andy Lord	i don't know. I mean, I' don't know but understand is that to what wister twould would this have been pressent if the	
197	Attorney Monteleone	if I can, you know, but I understand is that, to what extent would would this have been necessary, if the project was on time?	
		No, it would not have.	
		Right. So, are you aware, if Drew in fact, took possession in order to store his property at the at the house	
		he did.	
		now the closing date. How many times was the closing date extended out	
	Realtor Andy Lord	multiple	
203	Attorney Monteleone	a rough estimate of how many times that had to happen versus the original closing date that was scheduled	
204	Realtor Andy Lord	four to five.	
205	Attorney Monteleone	I'm sorry you said four to five,	
206	Realtor Andy Lord	yes.	
		And were any of those? Were any of those extensions through up until the point in time that you were in	
		March2 Ware any of those automations due to delays that that Draw had says at that the huwar had had	
207	Attorney Monteleone	March? Were any of those extensions due to delays that that Drew had caused, that the buyer had had caused on the project?	
	Attorney Monteleone Realtor Andy Lord	caused on the project?	
208	Realtor Andy Lord	March? Were any of those extensions due to delays that that Drew had caused, that the buyer had had caused on the project? None, no. Now Were any issues identified with the final the final appraisal in terms of the project? The build?	
208 209	Realtor Andy Lord Attorney Monteleone	caused on the project? None, no.	
208 209 210	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord Attorney Monteleone	caused on the project? None, no. Now Were any issues identified with the final appraisal in terms of the project? The build? Yes. What were those issues	
208 209 210 211	Realtor Andy Lord Attorney Monteleone Realtor Andy Lord Attorney Monteleone	caused on the project? None, no. Now Were any issues identified with the final appraisal in terms of the project? The build? Yes. What were those issues that the landscaping, driveway, paving and some exterior painting and trim cannot be completed due to the	
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	what was, did you come come to be aware that that Mr. Rinaldi's agent was aware of the escrow	
247 Attorney Monteleone		
248 Realtor Andy Lord 249 Attorney Monteleone	Yes,	
250 Realtor Andy Lord	we had a discussion about it,	
251 Attorney Monteleone		
252 Realtor Andy Lord	Would have been soon after we received the appraisal.	
253 Attorney Monteleone	Okay, so was that? Was that in mid February, in early March,	
254 Realtor Andy Lord	probably late February,	
	at that point in time, did was there any objection raised by Mr. Rinaldi as to the escrow withholdings?	
256 Realtor Andy Lord	No. Was there was Was there anything? Was there any discussion about from Mr. Rinaldi about tweaking or	
257 Attorney Monteleone	changing, modifying the escrow matters in any way,	
258 Realtor Andy Lord	not at that point.	
	No in your experience, how have you found sellers that object to escrow holdings? How are those? How are	
259 Attorney Monteleone	those typically addressed in the normal course of a of a transaction? Well, if a seller objects to it, we've explained to them that this, this has to be done, or else we can't close on	
260 Realtor Andy Lord	the on the project, okay?	
	And if there's an objection, how does it go about getting resolved?	
	We'd have to negotiate it. And then ultimately, if we couldn't come to agreement, we'd have to go to	
262 Realtor Andy Lord	mediation. Well, let me ask you more clearly. Let's say, if there's an error, everyone makes an error. So if there's, if	
	there's an error that's on the appraisal and something is erroneously being included in escrow, what is the	
263 Attorney Monteleone	process entailed to get that error corrected and then have it, have it removed from it from escrow,	
264 Realtor Andy Lord	we'd have to request it, excuse me, from the lender. They'd have to contact the appraiser to see if that adjustment is valid.	
	Does the does the appraiser have to do, do follow up work on that	
	they would they essentially have to redo the appraiser. So if we're, if we're looking at something that's got a	
200 Dealters Andri Land	paved driveway, they'd have to adjust for the value in that versus the comparable properties they used in the	
266 Realtor Andy Lord 267 Attorney Monteleone	appraisal. Is that a process that, in your experience, happens quickly.	
268 Realtor Andy Lord	No, it does not.	
	And I can just clarify based on your understanding, were any of the Escrows requested by this appraisal	
	exhibit 10, this appraiser, were any of those escrows an error,	
270 Realtor Andy Lord 271 Attorney Monteleone	no, what's the basis of that belief?	
271 Attorney Monteleone 272 Realtor Andy Lord	what's the basis of that belief? Because these are all things that were in the original scope of work.	
272 Realtor Andy Lord 273 Attorney Monteleone		
274 Realtor Andy Lord	spec sheet, yeah,	
	and is it fair to say that they were actually in both spec sheets.	
276 Realtor Andy Lord	They were,	
277 Attorney Monteleone	I like to turn you to focus on point time when you're approaching closing, when was closing. Ultimately, ultimately	
277 Attorney Monteleone 278 Realtor Andy Lord	March 5.	
	Oh, was there so? Was there a closing date that had been set beforehand?	
280 Realtor Andy Lord	Yes,	
281 Attorney Monteleone	when? When was, let me say, was there a closing date set on March 4?	
282 Realtor Andy Lord	Yes, there was	
	so, if you were extended through March 5, why was it closing set for March 4,	
284 Realtor Andy Lord	because that's the day we expected everything to be done.	
	So in preparation, as you're in the days before you're closing, did what were issues identified?	
286 Realtor Andy Lord	Yes, and when were those issues identified?	
207 Automety Monteleone	Well, there was, we did have a home inspection, I believe, the week prior to closing, where issues were	
	identified, and when we went out there, we could see that the yard still wasn't put together, and there's still	
288 Realtor Andy Lord	no driveway. There was still a lot of painting to be done at that point in time that you heard, was there still any objection from Mr. Rinaldi about his obligations on on	
289 Attorney Monteleone	to finish those aspects of the project?	
290 Realtor Andy Lord	No.	
291 Attorney Monteleone	So alta statements, or HUD statements, are often issued at before the end of a closing. What is an alt statement?	
251 Mainley Monteleone	An Alta is a combined version of essentially a HUD one. It shows both parties all the all the details of the	
292 Realtor Andy Lord	transaction.	
	So if I can refer you to exhibit 11, what is exhibit 11? It's the HUD statement,	
	and it's identified. And what date was exhibit 11 issued,	
296 Realtor Andy Lord	March 3, 21	
	so in other words, is that that's, that's the day before you're closing was scheduled,	
298 Realtor Andy Lord	yes,	
	and it and what time when in the day	
300 Realtor Andy Lord	3:36pm,	
	so I uh, what's the purpose of of a document like exhibit 11 of immediately before closing? Why do we have it immediately before close?	
302 Realtor Andy Lord 303 Attorney Monteleone		
	Well, it gives us time to review it with our clients, and for anything that's being escrowed such as taxes and	
304 Realtor Andy Lord	stuff like that, we need to be right at the have them figured out down to the specific date of closing.	
	Now, does it identify, does it identify how the sale proceeds are being dispersed?	
306 Realtor Andy Lord	Yes, yes, it does. And so what are the types of things that that exhibit 11 demonstrates as as where sale proceeds are being	
307 Attorney Monteleone	dispersed?	
308 Realtor Andy Lord	Well, it's going to show every expense, any seller credits. It's going to show any mortgages or taxes that are due on the property.	
	due on the property. And did exhibit 11 show the sales price, the contracted sales price correctly,	
310 Realtor Andy Lord	Yes.	
	And where's that? Where's that shown	
312 Realtor Andy Lord	on the first page under sales price of property	
313 Attorney Monteleone		
314 Realtor Andy Lord	Yes.	
	And it shows that there being a payoff to Machias Savings Bank. Do you know? Do you know what that is?	
316 Realtor Andy Lord	I don't know. Okay, there is shows being a navoff to dog construction and property maintenance. You know what that is	
317 Attorney Monteleone 318 Realtor Andy Lord	Okay, there is shows being a payoff to dng construction and property maintenance. You know what that is Yes	
319 Attorney Monteleone		
320 Realtor Andy Lord	that's a subcontractor that came in at the end,	
321 Attorney Monteleone	okay, did? Did? Did Mr. Pierce request that sub contractor to come in at the end?	
322 Realtor Andy Lord	No.	
323 Attorney Monteleone	And then tell me about the commissions that identifies what's, what's, what's showing these in the commissions.	
324 Realtor Andy Lord	So it's showing what's due to landing real estate for the buyer. Agent, and the sellers.	
	In other words, there's one line item for for you as as Mr. Pierce's buyers. Agent, a different line item for Mr.	
	Dibiase, as Mr. Rinaldi sellers agent,	
326 Realtor Andy Lord 327 Attorney Monteleone	correct, and does it? What does? Does? Exhibit 11, identify the rate lock that we had, we had discussed	
327 Attorney Monteleone 328 Realtor Andy Lord	Yes, listed under seller credit	
329 Attorney Monteleone		
330 Realtor Andy Lord	Yes,	
331 Attorney Monteleone	and what does exhibit 11 show as to amounts that Mr. Rinaldi owed on his construction loan. Are you aware of that	
331 Actorney Monteleone		

332	Realtor Andy Lord	\$ 145,407.87	
		And after all these accounts, all these expenses are accounted for. What did it identify Mr Rinaldi's net sale	
		e sales proceed at closing to be	
		2739.26 All cicks Hour did Mr. Displicit prepared to the publish one obtained to the p	
335	Attorney wonteleone	All right. How did Mr. Rinaldi respond to the exhibit one statement when it was issued, he expected that he was going to be making more money than that, and essentially refused to sell the	
336	Realtor Andy Lord	house at that point,	
337	Defendant Rinaldi	Objection, hearsay. I had no communication with him at that point. Justice Daniel Billings 1:28:31 Council,	
		well, I could say an opposing party statement, but I think we can. I'm happy to just further further explore	
338	Attorney Monteleone	e that with with more specific questions. That's sorry, that's fine. And we did text the following day, but there was no when that happened. There was	
		That sorty, that sime who we use that the owner was a sort of the	
		whenever I found out about the Alta or Hud Justice Daniel Billings 1:28:58 okay, I'm going to sustain the	
	Defendant Rinaldi	objection for now But council continue.	
		What was your understanding of Mr rinaldi's response to the exhibit 11 statement being issued?	
	Realtor Andy Lord	My understanding was that he was not going to come closing.	
	Realtor Andy Lord	e And who is that? Who is that communicated to you by by Mr. Rinaldi,	
343	Realton Analy Lord	of min subards, did any of the details, I mean, any of these expenses, other than the rate lock relate to Drew were these	
		things that Mr. Pierce caused to be here because of some manner that he handled conducted himself over	
		e the course of this of this transaction,	
345	Realtor Andy Lord	no or something that he had requested over this transaction. And. No, so I'll strike that question, if I can refer	
		you to, was there a point in time subsequently that Mr Rinaldi expressed to you that items shown on the alt	
		e statement constituted Mr. Pierce's breach of the contract.	
347	Realtor Andy Lord		
348	Attorney Monteleone	Can I, if Lan, rff can, refer you to you said it 16. 16. And do you recognize exhibit 16 as as as a correspondence, text message, correspondence involving you, Mr. Rinaldi and Mat Diblase.	
	Realtor Andy Lord	Yes.	
		I can refer you to the line item number 67 right. Okay, in Exhibit 16 line 67 What's Mr. Rinaldi communicating	
350	Attorney Monteleone	e to you and to his agent? He's saying that the buyers are refusing to honor the contract because asphalt is considered the top coat, and	
351	Realtor Andy Lord	He is saying that the ouvers are retusing to nonor the contract because aspinalt is considered the top coat, and gravel is the aggregate base coat, and that it was warm enough outside to paint.	
		All right, so and in seeing Mr. Rinaldi's response here, what efforts were being made to try and address	
		e concerns that Mr. Rinaldi had have raised	
353	Realtor Andy Lord	through these messages, we were just trying to work through it. And what efforts were made to work through it, in terms of as far as, as far as Mr. Pierce was concerned,	
354	Attorney Monteleone	And what end is were nade to work anough it, in remissionas iar as, as lar as will refer twas concerned, e what efforts were made to try and work through it.	
	Realtor Andy Lord	We get to the point where he was willing to take it as is, and he'd finish itself.	
356	Attorney Monteleone	e Now, when, when you say, what are you referring to? The the escrow work or or other things,	
257	Realtor Andy Lord	we were at the point where we're willing to to see if the lender would release the escrow. He would take it as is	
35/	Active Analy Lora	as is okay. And Did, did you ever, did you ever promise to Mr Rinaldi that that you would do that, or that Mr.	
358	Attorney Monteleone	Pierce would would do that, that you, that you would remove the escrow.	
250	Realtor Andy Lord	Well, it's not up to me to remove the escrow. I can ask to have it removed, and then we start the process of an appraisal, most likely all over again. But it's, it's not something that's in my power.	
		So what, what happened when you, when you attempted to to have the paving removed.	
		So I asked the lender, you can have it removed, and he told me that he wasn't something he could do	
361	Realtor Andy Lord	quickly. He'd have to get with the appraiser to do it, to see if it could even be done and and what did you find, in in part, as part of that effort, what rems of whether it could be	
362	Attorney Monteleone		
363	Realtor Andy Lord	It couldn't.	
	Attorney Monteleone		
365	Realtor Andy Lord	We didn't have the time.	
366	Attorney Monteleone	So, as Mr. Rinaldi has expressed his his legal interpretation of the contract and contractual obligations to you. Did you respond to him to express your your own interpretation of the contract?	
	Realtor Andy Lord	I don't recall.	
		Do you commonly engage with making legal interpretations of contract or giving advice about legal	
	Attorney Monteleone Realtor Andy Lord	Interpretations. No,	
	Attorney Monteleone		
371	Realtor Andy Lord	Because I'm not a lawyer,	
272	Attorney Montologne	all right, are there? Is that a surprise to parties to a contract? In other words, or I asked that differently, are parties to a contract on notice about the limited ability that you can play as to providing legal advice.	
572	Actorney wonteleone	parties to a contract on notice about the mine out of an part at you can part	
		are not to be giving advice on tax or accounting matters or legal matters. They seek the appropriate	
373	Realtor Andy Lord	professionals. So did you gree with Mr. Rinaldi's interpretation of this claim that that the buyers were weren't honoring the	
374	Attorney Monteleone	So the you agree with with manaris met predation of this claim that that the ubyers were when thomaing the contract because of there's a paving ecrow?	
375	Realtor Andy Lord	No	
376	Attorney Monteleone	e why did you seek to make concessions?	
377	Realtor Andy Lord	We just we wanted to get the house to closing. You know, Drew needed to move in there. We needed to get this done.	
577	incurtor Analy Lora	Now, at that point in time, what was your perception of what was happening in the real estate market	
378	Attorney Monteleone	outside of this outside of this agreement, what was going on in the market.	
370	Realtor Andy Lord	It was going absolutely crazy. We were seeing record high sales prices, very low days on market, still had very low inventory and a lot of buyers.	
5.5		Okay, and so were you aware about how, how prices and the Were you aware of how prices had changed	
200	Attorney Montologa	between August of 2020, when you went under contract here, and march of 2021, in which you're contemplating closing, or not closing, Here,	
	Realtor Andy Lord	e contemparing closing or not closing, nere, yes, lwas	
		and what was happening with prices.	
		They were going up.	
204	Attorney Montolog	No at any time prior to the issuance of the the exhibit 11. HUD statement, Mr. Rinaldi ever raised an objection about the paying escrow or the painting escrow?	
	Realtor Andy Lord	a about the paying escrow or the painting escrow? No, No,	
		did Mr Rinaldi have any objection at all to the to the landscaping escrow,	
	Realtor Andy Lord	no. In fact, he was thankful that it was going to be done.	
388	Attorney Monteleone		
389	Realtor Andy Lord	Because he was out of money, and it was couldn't do it that time of year. Would have delayed closing until the spring, but	
		all those object. Objections, but you in fact, heard those objections after the alta statement was was issued,	
	Realtor Andy Lord	right?	
392	Attorney Monteleone	What happened there? Well at that solet that's when he was trains to figure out how he can make more money and apparently	
393	Realtor Andy Lord	Well, at that point, that's when he was trying to figure out how he can make more money, and apparently had a certain dollar amount that he was looking to get to.	
		And did Mr. Rinaldi identify for you the dollar amount that he was looking to get to?	
395	Realtor Andy Lord	He did.	
	Attorney Monteleone		
397	Realtor Andy Lord	I don't have it right in front of me. If would refer you to exhibit 17 lines starting at line 2526 what is, what is exhibit 17 that we're looking at	
398	Attorney Monteleone		
399	Realtor Andy Lord	So that text message between Mr. Rinaldi and myself,	
		e all right? And when are these text messages being sent	
	Realtor Andy Lord	while with Drew at the closing table? And what was the number that Mr. Rinaldi expressed that he was looking to get to	
		And what was the number that wir, kinado expressed that he was tooking to get to \$17,800 \$17,8	
		e and and what was your understanding of what had already been offered to him.	
405	Realtor Andy Lord	So at this point, Matt Dibiase had already waived his full commission, and he had waived the agency's portion of mu comprision in order to not this:	
	Realtor Andy Lord Attorney Monteleone	of my commission in order to get this Okay So in other words, his full commission that was, I was 11,500 i think we saw earlier,	
-100	, terres in ontereolie		

407			
	Realtor Andy Lord	yes.	
408	Attorney Monteleone	e And then what was the agency portion of your commission that that the agency controlled	
	Realtor Andy Lord	is probably around \$2,500 right?	
410	Attorney Monteleone	e So, in other words, there was, there was \$13,000 in and of itself right there,	
		correct?	
		And I think we saw before Mr. Rinaldi was was set to receive 3000 you know, just under 3000 Yeah. So when	
		Mr. Rinaldi on, on the last day of the closing, identified that there was a number that he was that he was	
412	Attorney Monteleone	e looking for, how did. Respond.	
413	Realtor Andy Lord	Yeah.	
		So when Mr. Rinaldi on, on the last day of the closing, identified that there was a number that he was that he	
414	Attorney Monteleone	e was looking for, how did. Respond.	
415	Realtor Andy Lord	How did I respond? I offered to give him the \$4,000 difference,	
416		ne okay, and, and what did Mr. Rinaldi say to that does?	
410	rationicy monteleone	Out of respect for you. I will talk to you on Monday, but you guys treat me like I was stupid and tried to	
		Squeeze more forever. Squeeze me for every penny unless that HUB has the escrow adjusted, I'm not closing	
417	Realtor Andy Lord	today and taking back power, and then we'll decide what we want to do.	
		e And was there additional time to wait until the Monday on on the contract?	
		No.	
	Realtor Andy Lord		
	Attorney Monteleone	,	
421	Realtor Andy Lord	Because we're at our last extension date.	
422	Attorney Monteleone	e So I think you, you mentioned that, that you were sitting at the you're seeing at the closing table.	
423	Realtor Andy Lord	Yes,	
		ne when this conversation was happening, and who, who's with you.	
		Drew Janice, the in the title attorney that was doing the closing.	
		ne Okay? And while you're waiting, how did you, how did you contact or connect with Mr. Mr. Rinaldi	
		We were texting. He wouldn't answer the phone.	
		e did? Did Mr. Rinaldi ultimately come to closing?	
429	Realtor Andy Lord	No,	
430		ne what was your understanding of why not?	
431	Realtor Andy Lord	Because he wasn't making the money that he wanted to make,	
		ne and he made a promise to you to suggest that he was aware that he could, he could sell it to others for more	
	Realtor Andy Lord	Yes,	
	Attorney Monteleone		
		Well, line 32 says, I could have it sold next week.	
455		wen; min 32 says, i could have it soon next week. So what do you? What do you? What did you understand that that mentioned to you when he's when he's	
436		so what do your what do your what do you understand that that mentioned to you when he's when he's textring. I can have it sold next week.	
		That was, you know, as complete. It would be a highly desirable property, and it likely would sell very quickly.	
43/	Anuy Loru	I hat was, you know, as complete. It would be a nignity desirable property, and it likely would sell very quicky. What was you impression about extent to which Mr. Rinaldi was aware of the present market value of for for	
439	Attorney Monteleone		
		I think he was very aware of the market value before.	
		Objection, speculation, Justice Daniel Billings 1:42:46 objection overuled	
		ne what did what did that mean for Drew?	
442	Realtor Andy Lord	Meant that drew didn't get the house,	
443	Attorney Monteleone	e and at that point in March, how long had drew spent waiting	
444	Realtor Andy Lord	since August,	
		ne nothing further. Justice Daniel Billings 1:43:18 Mr. Rinaldi,	
	,	Your Honor, before we transition, can I just clarify that I think that I failed to move admission of exhibit four,	
		which is the executed version of the correct spec sheet. Justice Daniel Billings 1:43:50 Okay, any objection on	
446	Attorney Monteleone	e admission of exhibit four? It's admitted on objection.	
		e All right, okay. I think that's the only one right now.	
		Okay, looking good. I So you said that your experience prior with builders, who did you list the house for	
448	Defendant Rinaldi	which builder or prior to cape rd	
449	Realtor Andy Lord	Who did I list the house for?	
	Defendant Rinaldi	Well, like you just said, your prior experience. What would you have a prior experience?	
		Very me too pas and you prior experience. What would you have a prior experience: I sold 200 homes	
	Defendant Rinaldi	prior to cape rd	
453	Realtor Andy Lord		
		probably over 100 at that point. So I work with many builders.	
454	Defendant Rinaldi	probably over 100 at that point. So I work with many builders. Could you name a few	
	Defendant Rinaldi Realtor Andy Lord	Could you name a few Robi builders I can't think of the other ones	
455	Realtor Andy Lord	Could you name a few Robi builders I can't think of the other ones That's fine. So you're well aware that when building happens, it takes an army. You got all these crews coming	
455		Could you name a few Robi builders I can't think of the other ones	
455 456	Realtor Andy Lord	Could you name a few Robi builders I can't think of the other ones That's fine. So you're well aware that when building happens, it takes an army. You got all these crews coming in. It's a dance, and there's a lot of people obviously building Correct. I takes a lot of people to build homes	
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	Why couldn't it be the same as this home with that small porch? Why couldn't you do that with this? Couldn't	
490 Defendant Rinaldi	you do that smaller porch with this? Well, you're the builder, but the picture that we were provided prior to going under contract showed a	
491 Realtor Andy Lord	Farmers porch.	
	I understand I get that, but now that email I sent to Matt, I don't even know if I sent it, but I sent to Matt,	
492 Defendant Rinaldi 493 Realtor Andy Lord	there's nothing an email indicated that I was that I wanted that sent to you, correct? I don't know.	
494 Defendant Rinaldi	So is it fair to assume that I may have sent it to Matt with no intentions of having it sent to you?	
495 Realtor Andy Lord	That'd be fair.	
	Okay, so Nonetheless, when you you said you create. Did you create the original contract when you made the	
496 Defendant Rinaldi	offer?	
497 Realtor Andy Lord 498 Defendant Rinaldi	Yes So why didn't you use the rendering that you got on the August 5th email?	
499 Realtor Andy Lord	Because we didn't have a full spec sheet. Was just a picture of the front of the building	
500 Defendant Rinaldi	You could have taken that rendering and just put it right on that spec sheet, because you created it	
501 Realtor Andy Lord	but it wasn't on the MLS listing,	
	I understand. But I mean, you could edit it, you know, you could do listings Correct. You could have done that	
502 Defendant Rinaldi 503 Realtor Andy Lord	correct. I can't edit somebody else's listing. What they're providing for me is what we're intending to purchase.	
504 Defendant Rinaldi	So Matt, put that together. Isn't what you're a saying	
505 Realtor Andy Lord	the MLS listing,	
506 Defendant Rinaldi	yeah. So if it had the older version,	
507 Realtor Andy Lord	yes.	
508 Defendant Rinaldi	So you didn't think it was wise to add an addendum, let's say, with the new picture and the new square footage	
	we had at that point, requested a new a new scope of work. We had been informed that the prior buyer	
509 Realtor Andy Lord	had made the changes, and we were waiting.	
510 Defendant Rinaldi	So that was a month later, correct,	
511 Realtor Andy Lord 512 Defendant Rinaldi	that we finally got it? No, that you requested it?	
513 Realtor Andy Lord	No, we requested it early on,	
	so you so. Why? Why not? Why not have it included? Why? Why sign a contract for a 1900 square foot home?	
514 Defendant Rinaldi	If that's not what you were signing up for, why not include it with the sale? I mean, you clearly have a lot of experience. Wouldn't it make sense to do that?	
515 Realtor Andy Lord	Because I had nothing to include at that point. All I had was a picture.	
516 Defendant Rinaldi	You had a picture. You could have said 2000 someone square feet, correct?	
E17 D	But if we're gonna, if we're going to write addendum saying that we're specifying certain things. We want	
517 Realtor Andy Lord	to know what's being specified. So you're trying to say that you intentionally signed a contract for less square footage and a smaller house	
518 Defendant Rinaldi	and didn't make any mention of a large house and large square footage that was intentional.	
519 Realtor Andy Lord	The increase in price from 375, to 385, was to account for the changes that were being made,	
520 Defendant Rinaldi	but you intentionally didn't include it in the contract.	
521 Realtor Andy Lord	We didn't have it to include it in the contract. Well, you just said you had that, obviously, with the email rendering, and you knew what the square footage,	
522 Defendant Rinaldi	right?	
523 Realtor Andy Lord	But that's not a scope of work. That's nothing that we can give to an appraiser to permanent value.	
	You're trying to let the court, let the court say, I mean, you're trying to state that those upgrades were included in the original purchase and sale if they were included. Why? Why not? You could have easily done	
	that. You could easily include them. You could easily said that fourth bedroom needs to be done. I mean,	
524 Defendant Rinaldi	wouldn't it make sense to do that?	
525 Realtor Andy Lord	Yes, correct, yeah. So in the purchase and sale exhibit, sorry. I got an exhibit for the purchases here while we're	
526 Defendant Rinaldi	waiting the appraisal that came in at the end. Do you know the value that it came in at	
527 Realtor Andy Lord	I'd have to look at the final appraisal.	
528 Defendant Rinaldi	I can direct you to it. It's um. Do you have that in front of you? The the paperwork?	
529 Realtor Andy Lord	Yes,	
530 Defendant Rinaldi 531 Realtor Andy Lord	okay , I believe it's 420,000 it's um, yes, it does say appraised, original appraisal, 420,000	
532 Defendant Rinaldi	you think it's odd that it appraised for 420,000 and yet I sold it for 487 Do you find that a little odd?	
533 Realtor Andy Lord	You didn't sell for 480	
534 Defendant Rinaldi	so no, with the new buyers? Oh,	
535 Realtor Andy Lord	do I think it's odd?	
536 Defendant Rinaldi 537 Realtor Andy Lord	Yeah , given the market at that time? No,	
538 Defendant Rinaldi	\$65,000 just like instantly	
539 Realtor Andy Lord	we were seeing houses go hundreds of thousands dollars over asking,	
540 Defendant Rinaldi	Okay, so were you aware that work was done after March 5?	
541 Realtor Andy Lord	I have never been out there since March 5.	
542 Defendant Rinaldi	Okay, so you weren't you doing well with work? There was, you don't know if there's other reasons why that increased price, other than you know, would it be fair to assume that I would continue to work on it?	
543 Realtor Andy Lord	Yes,	
544 Defendant Rinaldi	and do like the top soil and stuff like that, if I could.	
545 Realtor Andy Lord	Yeah Okay, now you said that. Oh, hold on. Let me direct you to the purchase and sale page. I don't know if these	
	are numbered, but number 18 is prior statements, any representation statements and agreements are not	
	valid unless contained herein. This agreement completely expresses the obligation of the parties, and they only a mondral in writing, signed by both parties. So if you look at the coord both that was attached life out	
546 Defendant Rinaldi	only amended in writing, signed by both parties. So if you look at the spec sheet that was attached, it's not signed, it's not initials, and it's not numbered. I mean, that's you created it correct?	
547 Realtor Andy Lord	Mm hmmm	
548 Defendant Rinaldi	Or do you? I'm not sure how that works, but at the end last page, there is a signature by me, and initials by Drew and Janice.	
549 Realtor Andy Lord	I'm sorry. Can you say that? One more time?	
	I apologize the purchase and sale the original spec sheet, yes, there's no initials and numbering on any of the	
550 Defendant Rinaldi	pages other than the last page has initials in the signature.	
551 Realtor Andy Lord	Well, yeah, so that would be acknowledging that they read it yeah. Well, how is it? How, like these other pages, they're not signed. So why would you know? How would	
	they, why would they be included in the contract, if they're not signed or initialed or anything? Wait, all the	
552 Defendant Rinaldi	other pages are initialed. Shouldn't they be initial too? So we, when we do a purchase sale agreement, take the information that your agent is posted on the MLS, if	
	there's a signature block, like on a purchase and sale agreement, where these forms are prepared. We don't	
FE3 0	prepare these forms that we fill those in any other document. We will put initials or signature pages on the	
553 Realtor Andy Lord 554 Defendant Rinaldi	last page. But you do a number them or indicate there part of it	
555 Realtor Andy Lord	We don't.	
	So paragraph 18 states that unless it's signed and agreed to that both parties. It's not contained herein, so	
556 Defendant Rinaldi	shouldn't those be at least initial or acknowledged?	
557 Realtor Andy Lord	Not really understand this. It is signed on the last page, the last page, but that's just that page. So that page counts, but the other pages, I mean, they're not signed,	
558 Defendant Rinaldi	they're not initialed.	
559 Realtor Andy Lord	So if we went back we went back to MLS listing. This is an individual document that's attached to the MLS listing So we	
555 Nearton Andy Lord	Isting So we I get what you're saying, but it's a contract. So in the contract, I mean, Matt put that together not myself, so I	
	never sign that. I never initialed it. I signed the last page. I agreed to the last page. I didn't necessarily agree to	
560 Defendant Rinaldi	the other pages. And in the contract, it states that unless it's signed, it's not included. Well shouldn't those have initials.	
561 Realtor Andy Lord	That's not how we do it.	
562 Defendant Rinaldi	Not never. It's never. They never have initials.	
563 Realtor Andy Lord	We never initial every page in addendums	

		Okay, now the September, let me direct you to text messages. Did in September when you, when you	
	Dafaadaat Diaaldi	prepared the updated spec sheet, a month later, whatnot, I sent it to the appraiser. Apparently, Matt sent it	
	Defendant Rinaldi	to you. You prepared it, and they sent it to me correct	
	Realtor Andy Lord Defendant Rinaldi	Prepared the spec sheet. No, the second contract, updated spec sheet.	
		I prepared the spec sheet.	
507		Listen, I don't know. All I have is, let me, I'm trying. I apologize. I'd like to submit 50 through 53 these are	
		screenshots. I believe you have these dot loop emails between Matt and I. Email between Matt and I with	
	Defendant Rinaldi	addendum One	
		Objection your honor I have not received a copy of Mr Rinaldi's exhibits prior.	
	Defendant Rinaldi	I'm sorry. I Believe you have everything.	
	Realtor Andy Lord	But yes, I have documents, hundreds of pages of documents in this file. It's the same as the one I sent you last I mean, it hasn't changed. So it's the same one as before, the	
572	Nearton Anay Lora	sense of the isn't the exhibit list that this is the exhibit list that you filed before but it's fine, we can work with	
573	Attorney Monteleone	this. So where, where are the copies of these?	
	Defendant Rinaldi	Yeah, the last one, then the last one I sent you. I thought that that was,	
		where are the copies of these exhibits	
		I've sent you all them through email	
	Attorney Monteleone Defendant Rinaldi	when What do you mean you have every single one of them	
	Attorney Monteleone		
		You have every single one of these	
		not marked like this. So I object these.	
		Yes, I will remark these documents correctly as we go. So I apologize. So I'll just move on from that for it now.	
	Defendant Rinaldi Realtor Andy Lord	So did I sign the contract that drew signed in September? Did I sign that	
		The contract you signed in September? The update spec sheet one, yes,	
	Realtor Andy Lord	You did not	
		I did not sign. Okay, so he talks a lot about it, right? I never signed it, correct? So I shouldn't be bound by it. Do	
		you What's your opinion on why I didn't sign it? Objection, calls for leave well, calls for encoulation, Justice Daniel Billings, 1(57/30, Object oversuled	
	Attorney Monteleone Defendant Rinaldi	Objection, calls for leave well, calls for speculation. Justice Daniel Billings 1:57:30 Object overruled what was your belief that why I didn't sign it in September?	
		What was your belief that you didn't sign the update spec sheet in September because we couldn't nail you	
	Realtor Andy Lord	down for anything. Your phone was dead three quarters of the time. Let's be real.	
	Defendant Rinaldi	You were there daily. So you couldn't pin me down,	
591	Realtor Andy Lord	I can't have you sign things. I don't represent you. I never represented you.	
		There was pretty muddy waters. I mean, you were there constantly directing me to do things. I mean, you say that you say that you can't represent me, but	
		yet you certainly directed me to do, of all things. So I mean, you were, you're definitely a very dominant person, and you definitely know how to play things.	
		And you know, I, you know. So your testimony is that you don't know why I	
	Defendant	didn't sign it. You couldn't pin me down. My phone was off, even though you	
592	Rinaldi	were there daily or a couple times a week, let's say	
352	Innaran	even if I was there a couple times a week, I can't force you to sign anything. I can't counsel you or advise	
	Realtor Andy Lord	you to sign.	
	Defendant Rinaldi	You never asked me to	
	Realtor Andy Lord Defendant Rinaldi	it's it's not my side of the transaction.	
350	Realtor Andy	I have text messages that I'll point to there. You ask me sign extensions. You ask me to sign things.	
597	Lord	If I was directed by your agent to talk to you about it, then I would	
	Defendant Rinaldi	okay. So in September, Justice Daniel Billings 1:58:41 well, hold off	
		Yep, sorry, Justice Daniel Billings 1:58:42 you proposed an addendum the addendums that have been	
599	Defendant Rinaldi	admitted to evidence that you've testified about. How did those?	
600	Realtor Andy Lord	The extensions, Justice Daniel Billings 1:58:51 yes, the extensions, the the addendum that allows Mr. Pierce to move in. How did those come about	
		so I prepare those. I would send them to his agent. His agent would present them to him, if he signed them,	
601		then they'd be part of the transaction. Justice Daniel Billings 1:59:09 So did that ever happen with what has been referenced as the corrected spec sheet?	
	,	Did whatever happen? Justice Daniel Billings 1:59:17 Was there a proposed	
		addendum to reflect that the contract was intended to include as the scope of	
	Realtor Andy	work, what's outlined in the corrected spec sheet. Was there ever an	
602	Lord	addendum proposed to Mr. Rinaldi to reflect the corrected spec sheet?	
		The only thing that I can think of that we'd have, I don't know if it's in this, is the new construction	
		addendum, which would allow the buyer and the seller each a certain amount of days to review the plans and review zoning and that sort of thing. Justice Daniel Billings 1:59:49 But the corrected spec sheet, as	
		you've referenced it, that came out of that that was presented from your testimony more than five days	
603	Realtor Andy Lord	after the original	
		it was Justice Daniel Billings 1:59:59 My question is, was there ever an addendum to the initial purchase and sale agreement to reflect that the sale price was intended to reflect the work and the what you referred to as	
604	Realtor Andy Lord	the correct spec?	
	Realtor Andy		
605	Lord	No, Justice Daniel Billings 2:00:14 Mr. Rinaldi, sorry to interrupted you.	HUGE LIE - ANDY CREATED AND SENT ADDENDUM 1
		Oh, no, you're fine. Thank you. So in the text here you state, this is from their exhibits, where you state that was supposed to be signed back in September, you signed it in September, when you're trying to get me to	
606		sign that correct.	
	Realtor Andy Lord	The spec sheet	
	Defendant Rinaldi	Do you recall that?	
609	Realtor Andy Lord	I do recall that Yes Yeah, do you remember it was like February, or something like that? Okay, I did. I never did. End up	
	Defendant Rinaldi	signing that updated spec sheet, correct?	
611	Realtor Andy Lord	Not that I'm aware of	
		yeah. Okay, so, and then the possession prior to closing, addendum, I got a text I believe it's exhibit. What exhibit is this? Plaintiff's Exhibit? I'm not sure it's the text messages, but when you say, sent you the	
		addendum for the Oh, no, I'm sorry, that's Matt. Oh, wait, we're here we go you say on page, not line numbet	
		six. Exhibit F is under it, but I believe their exhibits are numbered line six. You said, because the scope of the work didn't specify the drywall specifically, it just a garage to be primed and then the back road. Now you	
612	Defendant Rinaldi	work didn't specify the drywaii specifically, it just a garage to be primed and then the back road. Now you wanted those added to that new contract correct the easement to the back road?	
	Realtor Andy Lord	Yes.	
614	Defendant Rinaldi	Now that's that would you would think there would be consideration for that additional option, correct?	
615	Realtor Andy Lord	I don't remember if that's something the lender was requesting, but the the right of way from that back road was in the deed, the deeds for the property that the house was built on.	
		So the original two that That was for this one, not, I don't believe this one you guys were	
	Realtor Andy Lord	so the right of way to get to the back right.	
	Defendant Rinaldi	Yeah,	
	Realtor Andy Lord	Rotary,	
	Defendant Rinaldi Realtor Andy Lord	yeah. So you have the lot before, yep, never in past the house,	
		yeah,	
	Realtor Andy Lord	and then to access this lot, yes, same road,	
624	Defendant Rinaldi	yeah. So Matt says, just before you you're on this text sending you an addendum for the easement to the back road. So he's trying to get me to sign and to agree to an easement to have that right away.	
		I think we just needed to document it for the lender, but	
		yeah, to me to agree to it, yes for the deed to say it correct, but yeah, but no, no consideration was offered	
	Defendant Rinaldi Realtor Andy Lord	for that correct.	
627	Nearton Anay Lora	I am not aware of any	

		Okay, and then you said, because the scope of the work I go. Why is the garage part of it? That's already	
628	Defendant Rinaldi	done. You said because the scope of the work didn't specify the garage. Now, you did direct me to to drywall the interior the garage, correct?	
	Realtor Andy		
629	Lord	I directed you to drywall the garage.	
	Defendant Rinaldi	Yeah.	
	Realtor Andy Lord	yeah. There has to be drywall, two layers drywall, because a firewall between the house and the garage	
632	Defendant Rinaldi	you didn't direct me to drywall the whole garage.	
	Realtor Andy		
633	Lord	No, then I said that. I believe it says,	HUGE LIE SEE RECORDING DAY 4
634	Defendant Rinaldi	so there's no text between me and you.	
635	Realtor Andy Lord	I have no idea.	
		I say, Please change it back. Road only. I would have been better off doing renovations the past. Hold on.	
		Where was it? It says, I apologize. Anyways, you go because that was signed by Drew back in September, but not going to rewrite everything for no reason, and then I'm sorry. No, seem to know where that is,	
636	Defendant Rinaldi	nonetheless, Justice Daniel Billings 2:03:38 just so the records clear about the exhibit that's being referenced	
		Yeah, I'm Justice Daniel Billings 2:03:42 questioning. It's, it's marked as plaintiffs exhibit 16. I believe it may	
637	Defendant Rinaldi	have been referenced briefly previously, but it's not been offered Unknown 2:03:48 thank you. I appreciate it. So do they haven't offered it as Justice Daniel Billings 2:03:56 not yet.	
		Am I allowed to offer their Justice Daniel Billings 2:04:04 I mean, is there any objection to plaintiff exhibit 16	
	Defendant Rinaldi	being admitted?	
639	Attorney Monteleone	No, your honor Justice Daniel Billings 2:04:10 all right, so Plaintiff's Exhibit 16 is admitted Okay, thank you. So let's move to prior March 4. You said that there was no I never demanded anything for	
640	Defendant Rinaldi	escrow right from along those lines, correct,	
	Realtor Andy Lord	Yeah correct	
642	Defendant Rinaldi	what you testified too Okay. Now you and Matt are obviously pretty close. I would assume, is that fair to say?	
	Realtor Andy Lord	I mean, I worked at this company.	
	Defendant Rinaldi	I get that so, um, but you guys were communicating at this time.	
645	Realtor Andy Lord	Yeah, On the same page now on March, I believe third or fourth, you met with Lincoln capital, and Matt and my	
646	Defendant Rinaldi	bank, Lincoln capital, correct?	
	Realtor Andy Lord	I have never met with Lincoln.	
648	Defendant Rinaldi	No a phone call, you had a phone call I believe the day prior,	
	Realtor Andy Lord	I was actually not part of that phone call.	
	Defendant Rinaldi	Oh, you didn't end up.	
651	Realtor Andy Lord	I wasn't invited to it Okay so there was, this is from plaintiff's discovery. This is from their discovery file. I don't have my I literally	
		ran in here because I was late because I didn't know the time. So I apologize. I don't have these marked	
		properly on my exhibit list, but I do have everything numbered, but they are on the exhibit list that I provided	
		him. I just don't have them numbered. I do have them number I just don't have them numbered on the	
652	Defendant Rinaldi	exhibit list, if that makes sense, which I can Justice Daniel Billings 2:05:45 so are we talking about an email like a text message exchange?	
052	berendantenindia	These were they provided a text exchange for their discovery file between Matt and Andy. And then there's	
		more, from Craig Mathesion . I just like to admit those and I had a numbered 24 through 29 Justice Daniel	
	Defendant Rinaldi	Billings 2:06:02 Do you know if these are in your exhibits? Mr. Monteleone,	
	Attorney Monteleone Defendant Rinaldi	they're not, they're not. Can I? Can I review them? Yeah, see if I can pull that up.	
055	Delenuarit Kirlalui	Okay, I object to both these exhibits, given that there they are hearsay involving third parties. Justice Daniel	
656	Attorney Monteleone	Billings 2:06:40 So they're, they're text messages between who	
	Defendant Rinaldi	The realtors . Justice Daniel Billings 2:06:45 Do they involve this?	
		They're not all text messages between the realtors.	
	Defendant Rinaldi	Craig one	
	Attorney Monteleone		
	Defendant Rinaldi	this is between Matt and Andy, Matt and Andy and everything you've written on, everything you've written on that piece of paper	
	Defendant Rinaldi	I can scribble that out I apologize, that's my notes	
		That's hearsay and the document that is between Andy and the lender is all hearsay	
		I mean, that's between Andy and the bank discussing this actual situation. These are documents you provide	
		me in your discovery file. And how is hearsay? What was your objection? These are business records. I mean, they're clearly business records. He's testified that his emails and texts and all Justice Daniel Billings 2:07:27	
665	Defendant Rinaldi	you need to ask him about the specific document before he can make	
		that yeah, I apologize, and you're discussing document 28 sorry that's not it sorry. Document 29 from Andy	
666	Defendant Rinaldi	Lord to Craig Mathison. I mean, he testified that he talked to the lender about this stuff, so it's nothing new, and this is all stuff you he had already testified to.	
		Yes, I've objected to that document	
668	Defendant Rinaldi	On what grounds,	
669	Attorney Monteleone	On the grounds of hearsay	
670	Defendant Rinaldi	this is a business record. Justice Daniel Billings 2:07:53 You can't just say that. You need to establish it	
670	Delendant Kinaldi	through the witness. It may very well be yes. Justice Daniel Billings 2:07:55 You need to show it to the witness and establish a basis. Anything can be	
		admitted as a business record. So I'm going to take a break at this point. What you need to do is mark, just to	
		make sure. And then when we introduce them to the witness, you need to know how they're marked, and then have them see them and ack about them. Thank you, So let's think about it. Transcribed he exhibit P	
		then have them see them and ask about them. Thank you. So let's think about it. Transcribed by exhibit R Page one, as well? Is exhibit Q? Page one through five. believe this is between you and Craig Matheson Does	
671	Defendant Rinaldi	that look familiar? Can I Justice Daniel Billings 1:00 you may approach	
		1:03 These are technically Matt and You on the day of closing came from the discovery file So you mentioned with the lender, I can see here exhibit R umm you say to him, and technically, the base coat is there, just not	
672	Defendant Rinaldi	with the lender, I can see here exhibit R umm you say to him, and technically, the base coat is there, just not The finished coat. What did you mean by that? Andy Lord 1:42 That the gravels down.	
		1:44 It's a gravel. Okay, so then with Matts you say exhibit R, page four. I	
	Defendant	believe this is Matt saying, technically, it's not in the contract, just base coat. Is	
673	Rinaldi	that indicating that the paving, Andy Lord 2:10 Can I see	
	Defendant		
674	Rinaldi	2:10 yep, you should. Andy Lord 2:27 Okay, so, yeah, I think that was Matt.	
0/4		2:30 What do you what was your interpretation? What he was saying to you,	
	Defendant		
675	Rinaldi	when he's saying technically, it's not in the contract. Is he implying that the	
0/5		paving like mine, I wasn't obligated to pay that. Andy Lord 2:40 I don't know	
676	Defendant Binaldi	2:42 Okay so you didn't roally begin why he said that Andre Land 2:45 M	
676	Rinaldi	2:42 Okay, so you didn't really know why he said that. Andy Lord 2:45 No	
		2:45 Okay, you also said that I offered in several texts that I offered to give you	
		till Monday. You said, That's not possible. Now, we just signed a one day	
	Defendant	extension. We could have signed a three day extension, certainly, right? Andy	
677	Rinaldi	Lord 3:00 Probably could have,	
		3:01 yeah, well, you because you testified that the contract was over and	
		there's nothing we could do. But why didn't you sign a few date? Why didn't	
		you want to discuss it on Monday? Andy Lord 3:11 Well, it wasn't really up to	
	Defendant	me at that point, so the lenders prepared the docs. The title company was	
678	Rinaldi	already there.	
		3:17 Yeah, Andy Lord 3:17 you know, it's that would have been more than just,	
	Defendant	you know, just a, hey, we're getting to closing date. We need to extend this. I	
679	Rinaldi	At that point I can't schedule all that. I don't know if they're available.	
	Defendant	3:30 So your testimony is that you can't, you can't extend it. Is that your	
680	Rinaldi	testimony Andy Lord 3:35 you could extend the contract?	
		, ., ,	

		3:36 Yeah, so, so why? Why did you, when I offered to give you to Monday,	
	Defendant	and discuss it, let things cool off and discuss it Monday why did, why did you	
681	Rinaldi	not want to do that? Andy Lord 3:46 I don't think it was ultimately up to me.	
	Defendant	3:49 So was it up to Matt I mean, you guys were negotiating Andy Lord 3:52 Its	
682	Rinaldi	not up to him It's between you and the buyer	
		3:55 Yeah but I'm, I'm, I'm talking to Well, I'm really, I'm talking to you. I	
		should have been talking to Matt, but I'm discussing it with you. I'm saying I'll	
		give it to Monday. Your response is the contracts. I believe if I get the	
		messages that something along the lines the contract's off Monday, or	
		something like that. So I just, it just seems odd that if you guys were willing to	
	Defendant	work with me, why wouldn't you just wait to Monday? Hear me out, try to	
683	Rinaldi	work it out. And then with exhibit Craig says to you,	
684	Attorney Monteleone	4:22 Objection, that's hearsay	
		4:25 um, sorry. This is the exhibit R page one. It's a business record between Craig Matheson, the mortgage company, and Andy, where he's trying to get the escrow removed. He's already testified to talking with him. I	
		mean, it's really no different. This is just the paper version. Justice Daniel Billings 4:40 Well before you can	
		make reference or offer the exhibit, you need to establish that that's the exhibit, right? You need to establish	
685	Defendant Rinaldi	from testimony from the witness, what it is and whether or not it meets the admissibility as a business record	
		4:53 I'm sorry. I thought when i handed him those two I thought I apologize. I thought I had because I gave them these five and this one and have them look over them. Justice Daniel Billings 5:02 Well, you can have	
686	Defendant Rinaldi	him look over them but you have to ask the I mean, again, got you, is this things you have to	
607	Defendent Bineldi	5:07 I got you Justice Daniel Billings 5:07 for things to be admitted. Unknown 5:08 Does this look accurate,	
687	Defendant Rinaldi	Matt's text message between you and Craig Mathison, Andy Lord 5:12 yes, that's the text message 5:13 Ok So the witness identifies it as the text exchange between him and the bank. So, I mean, I see it as a	
688	Defendant Rinaldi	business record.	
600		5:24 He hasn't moved to admit it. However, I object to any characterizations of what it says that are	
689	Attorney Monteleone	inadmissible hearsay, 5:32 I'm trying to admit it right now, and it's a business record. It's a common business record between the	
		bank they've testified to the exchange between him and Craig? This is proving that their prior statements are	
		inconsistent as well. And again, business record, this is very common to you know, he keeps his text as	
		records in the industry as his very common business record, and it was provided by them to me. Justice Daniel Billings 5:59 So you did, I just the you didn't offer any of the text messages that were referenced in this	
690	Defendant Rinaldi	witnesses. Earlier testimony, correct?	
	Defendant Rinaldi	6:11 No,	
		6:12 no, Your Honor, the the text message that's being referenced right now was, was not referenced or discussed. It was there. There was discussion about the conversitions, what MA Ma Lord scalar to the bank	
692	Attorney Monteleone	discussed. It was there. There was discussion about the conversations, what Mr Mr Lord spoke to the bank. There was not characterization about what was said to him. Yeah, that's, that's what hearsay	
532	, monteleone	6:34 They said the bank said that they couldn't remove it, is what he said. He said the bank said it, and this is	
		proving that that's not true. First of all, and second of all, this is in line with what they already testified to. I	
		mean, he said that the bank, he talked to the bank, the bank said they can't remove it, and because they tried to have it removed, and he asked them, What was the conclusion? He said that it can't be removed or	
		something like that, right? Justice Daniel Billings 6:56 That may have been hearsay, but there's no objection	
693	Defendant Rinaldi	to it.	
		6:58 I understand so but it is a business record, and it is proven prior statements inconsistent, which are both	
		exceptions to hearsay. Justice Daniel Billings 7:09 Well, I'm going to, why don't you show why don't you show the record to the witness and ask him what you're going to ask him, and I'm going to defer any ruling Okay, he	
		he did. You may be able to show him, maybe ask him about it, with it, actually, without it being admitted. So	
	Defendant Rinaldi	show him	
695	Defendant Rinaldi	7:26 okay, Justice Daniel Billings 7:26 just and then ask your question. 7:27 He did. He did acknowledge it. It is authentic. It's their exchange. Justice Daniel Billings 7:32 Just show it	
696	Defendant Rinaldi	to the witness and then ask whatever question you want to ask about it	
		7:37 he says to you, man, Justice Daniel Billings 7:39 yes, and both of you may have approached the	
		witnesses. I'll only get involved if you appear to be trying to intimidate them, which I don't think it's going to	
		happen. So you can both approach the witness to show them documents without further permission from the court, because everybody's been fine so far. Just if people start to get in each other's faces. That's not but	
		everybody's been fine so far. So you just save time. You don't have to ask, as long as you're being appropriate,	
697	Defendant Rinaldi	which everybody is.	
698	Defendant Rinaldi	8:09 Thank you. And I want to stress the importance of this, because it's Justice Daniel Billings 8:12 just show him the document and ask him questions	
050	Berendantenindiar	8:14 So there you say, technically, technically, the base coat was there, just not the finished coat. And then he	
		says, can't be removed if we're closing today, which kind of, I would say, maybe, implies that maybe the	
		following day or Monday, is what my question is. You know, in your affidavit, which we will get to, and I will admit you state that you know the base coat wasn't there. But here you're saying, technically, the base coat is	
		there. Andy Lord 8:44 The gravel was there. So if we're I think that we need to be aware of what we, all of us,	
		were talking about at that point. So I remember, and I can't remember who it was that came out there with	
699	Defendant Rinaldi	an excavator, and it went from a mound of dirt that we couldn't even walk over to a drive, a driveway, a thing, and then Gravel was brought in. I would agree that gravel is a base coat.	
055	Defendant Kinaldi	9:12 Okay, yeah, so. But would you agree? Because you said it couldn't be removed from escrow? Would you	
	Defendant Rinaldi	agree Monday, it potentially could have been because, I mean, he's he's saying it just can't be done today.	
701	Attorney Monteleone	9:23 Objection calls for speculation	
702	Defendant Rinaldi	9:26 What's that? Andy Lord 9:26 He says, We right here. He says he can't remove that from the escrow. Hold back	
703	Defendant Rinaldi	9:31 if we're closing today. Andy Lord 9:32 It says can't change anything if we're closing today.	
704	Defendant Rinaldi	9:35 Yeah. So Justice Daniel Billings 9:38 the object is overruled. You can answer.	
705	Defendant Rinaldi	9:40 Thank you. Andy Lord 9:42 So is the question.	
		9:44 The question is, your testimony earlier was that it can't be removed,	
		whatnot, or it couldn't be removed. But I mean, from that message between	
	Defendant	you and him, it's pretty clear that you know it could have been removed, just	
706	Rinaldi	not that same day Andy Lord 9:58 it might have been able to be removed, but.	
		10:00 The Follow Monday. If you guys agreed to meet Andy Lord 10:02 It	
	Defendant	wouldn't be so we wouldn't the lender doesn't approve this. This goes back to	
707	Rinaldi	the appraisal.	
		10:08 I understand things have to be done that way. I'm gonna say, but	
		between us, you know, I mean you guys were asking them. They said, not	
		today. But, I mean, you could have said, well, can you get it done for Monday,	
	Defendant	but you guys chose not to do that. Correct? Andy Lord 10:25 Again, it's not	
	Rinaldi	really something I can change if	
		10:29 negotiations are happening. I mean, clearly, obviously, that's how things work, you know? I mean,	
	Defendant Rinaldi	Andy Lord 10:34 it wouldn't have been Monday. It wouldn't have been Monday,	
710	Defendant Rinaldi	10:37 Tuesday, I don't know, but I'm just saying, You know Andy Lord 10:39 It was like a month out	
		10:39 you guys chose not to try that, try to honor what they were, what we	
		were trying to pull off, and decided against that, versus because you try to get	
		it removed, because you could be removed today. So it just, I, I'm trying to	
		understand why. Didn't want to do the part. Didn't want to wait till Monday.	
		We just did a day extension. You know, we could easily done a three or four	
		day extension. You know why? You wouldn't just wait till, you know, see if you	
		can have it removed, and then, and then everyone closes, you know, Andy	
	Defendant	Lord 10:40 but this isn't saying that we absolutely could have had it. We can	
711	Rinaldi	request that it's removed, which triggers another whole appraisal,	
		11:15 I understanding, I get all that, but I'm just saying, like you, you guys. I	
	Defendant	mean, it seems like you guys chose not to, not to wait just we're done. Andy	
	Rinaldi	Lord 11:25 Okay.	
	Defendant	•	
	Rinaldi	11:26 Is that fair to say here? Andy Lord 11:31 Yes,	

715 De 716 Att			
715 De 716 Att		11:32 okay, thank you. And then the base coat I'd like to submit, and then again, I don't know if we did this,	
715 De 716 Att		but exhibit Q 1 through 5 I've yalready discussed this with them, but these are the messages between him. I wanted to admit this into evidence. I don't know if you have an objection Justice Daniel Billings 11:55	
716 Att	efendant Rinaldi	between him, him and the two realtors.	
	efendant Rinaldi	11:58 And again, from from them, they gave this to me, so I don't know if you objected to that or not.	
	ttorney Monteleone	12:08 So the version that we've been discussing is not what we gave to you, it's what you've submitted, and that's what's exhibit 17.	
		12:14 Can you show me?	
		12:18 Oh, no, I'm sorry, this the end or to admit understand what we're talking about. Justice Daniel Billings	
	ttorney Monteleone		
719 Att	ttorney Monteleone	12:26 to admission, Justice Daniel Billings 12:27 yeah, 12:28 object that there are several statements within that correspondence in which the agents have copied	
		and pasted messages with others into this text message thread. So those copy and paste messages aren't	
		themselves hearsay, but so subject to redaction of those copying and pastings, then no objection to any of	
720 Att	ttorney Monteleone	the remainder of these contents. 12:52 Okay, am I? I'm just gonna reiterate business business record Justice Daniel Billings 12:56 Right but that	
721 De	efendant Rinaldi	doesn't, this	
		12:58 I sorry, Justice Daniel Billings 13:00 yeah. I'm not sure. Text messages, just because they're saved, make	
		them business records. There are other parts of the rule that are, that are, need to be complied with. So I mean, if they're not, if there's no objection, it's one thing. So what are the text? What are the copy and paste	
722 De	efendant Rinaldi	stuff?	
		13:18 So they so he copied, so the Craig exchange. He took a screenshot of this, something with him and Craig, and sent it to Matt, so they're the broker. And then there's a picture of a bisonette plumbing bill, which	
		I don't think that's, I believe that. I think you're just talking about this part of the contract with this. It this, and	
	efendant Rinaldi	then, and then the response from Craig.	
	ttorney Monteleone efendant Rinaldi		
725 De	efendant Kinaldi	13:46 your talking about the plumbing bill? 13:47 No, I'm talking about the reference to the to the forwarding that's happening here. That's a forwarding	
726 Atr	ttorney Monteleone		
	efendant Rinaldi	13:55 yeah, that's from me.	
728 Att	ttorney Monteleone	13:56 So it's, it's outside of that record. 14:00 So that's something i i said to Justice Daniel Billings 14:04 right? But you don't get to offer your own	
		out of court statements. You he can't offer your out of court statements, but you don't get to offer your out	
	efendant Rinaldi	of court statemenents	
730 De	efendant Rinaldi	14:05 okay? And unless I'm testifying, obviously, Justice Daniel Billings 14:13 right? 14:13 Yeah, okay, that does. Justice Daniel Billings 14:16 But so I'm going to sustain the objection because of	
731 De	efendant Rinaldi	the	
	efendant Rinaldi	14:20 okay , Justice Daniel Billings 14:21 because of the forwarding stuff	
		14:22 that's fine. So other than that, we're good, right on this document, other than those, Justice Daniel Billings 14:28 Well I think you have to, no, I think you have to prepare, I mean, as you're presenting it, it has	
733 De	efendant Rinaldi	stuff that's not admissible. So I'm sustainable the objection.	
		14:39 Because he objected to these, these pieces that are Justice Daniel Billings 14:42 the objection is to the	
/34 De	efendant Rinaldi	document as is. So it which includes those pieces. So you'd have to prepare a document that 14:48 he said redacted. So if I redacted them, obviously they'd be fine Justice Daniel Billings 14:53 all I can	
		rule on it before me. Now which is objectionable. So the objection is sustained that's no prejudice to anything	
735 De	efendant Rinaldi	that may be offered in the future.	
		15:04 Okay, okay, I'm sorry. I'm a little confused. This is all a little new to me So, okay, one last, let's keep going. I Okay, so, so again, you stated that in August, September, November, like no work was getting	
736 De	efendant Rinaldi	done, correct? Andy Lord 15:34 Not a lot of work.	
737 D4	efendant Rinaldi	15:35 Not a lot of work. Okay? And then we've already admitted the picture of the house. I'm sorry for being such a mess. Justice Daniel Billings 15:44 We referenced it I don't think it actually was	
		15:47 okay. I apologize. I'm so sorry. I Okay, and this one is exhibit W on my exhibit list Justice Daniel Billings	
738 De	efendant Rinaldi	16:37 Any objection to admitting picture of the house previously to discuss that	
739 At	ttorney Monteleone	16:47 Objection it's not an accurate representation, given it's a black and white photo, and there is a color version. What was produced was a color version,	
	,	16:55 I'm not sure if it may have been, I mean, it's, it's, I mean, I don't think the colors gonna change, really	
740 Dr	efendant Rinaldi	anything from the picture. Justice Daniel Billings 17:04 Objection overruled the courts heard testimony about why it was offered	
740 De		17:10 so again. So that's from, I believe it's when you met at the house that day in September, I'm sorry,	
		August, just before you signed, like day two or three, before you signed the contract. That's what the house	
		looked like. Now, if you look at Plaintiff's Exhibit, the appraisal that you guys discussed earlier in September, there's a picture where the front porch, and you identify the front porch, bonus porch being built. Hold on	
		one second. Where is it? Is the appraisal. So, okay, yeah, so do you have this before you it's the appraisals.	
	efendant Rinaldi	Okay, so there's been plaintiffs exhibit, I'm not sure which exhibits. It should be right here,	
742 AU	ttorney Monteleone	18:12 five 18:13 Five. Yes, sorry, plaintiff exhibit five, as you can see, this is in mid September, about a month later,	
		you're going to see. You know, front porch being framed, quartz going on there. I mean, quite a substantial	
		amount of work being done now. So just a month later, roofs all on roof wasn't even framed, I think on that one. I mean, it's substantial for one person it's a substantial amount of work. would that be fair to say?	
743 De	efendant Rinaldi	Andy Lord 18:49 What	
		18:50 there's substantial amount of work had been done in that one month? I mean, that picture is from when we met mid August, and then month later you got the roof completely done. You know, the quartz	
		on front porch framed windows in I mean, that's a lot of work for one person in one month. I mean, you	
	6 1 . .	know, so, I mean, you were saying nothing was being done and these two pictures show that quite a bit	
744 De	efendant Rinaldi	was being done. Andy Lord 19:13 I was saying, you know, given the original timeline of this being done, 19:18 no, I understand, yeah. So you also said that we were always a couple weeks out or whatnot. Now	
		you've clearly had experience in the business. You stated that you testified to that testified to scheduling	
		and all that, which is fine. I don't dispute it. I know you know what you're doing, but my question is, if so	
		you know these builders, if you ask the builder if they could build a custom home with wetlands and a very difficult backfill and all this stuff in nine months, single handedly. most people would would probably say	
		that's insane. That's not possible. Would you think that's a fair assessment, considering how much work it	
745 Dr	efendant Rinaldi	takes to build a house, especially a custom house like this. Andy Lord 19:51 I mean, I've never built a house like this,	
	efendant Rinaldi	19:53 yup Andy Lord 19:54 does seem like a lot of work	
		19:55 It does, right, correct? Yeah. So nine months, I mean, I mean I'm sleeping in my van I mean, clearly.	
		Have it. So you're testifying that nothing was getting done, but the evidence shows that a lot was getting done, and that was pretty much working around the clock. And so, I mean, it's just conflicting. That's all.	
		Would you say it's fair to say that there was a lot of work and done, and it might not have been, and then	
		that one you always said a couple weeks out now, even if I told you that, wouldn't it be fair to say that, with your experience, you can look at and say they're a couple months out, you know what I mean? Would	
747 De	efendant Rinaldi	that be fair to say, Andy Lord 20:27 I think we did say that.	
		20:28 Yeah, okay, so, so, but you keep saying that, that holding me to that, like the extensions and whatnot,	
748 De	efendant Rinaldi	and the rate lock for example, did you send me a message about the rate block to sign the extension, or anything like that. Andy Lord 20:42 I don't know if I did or not.	
		20:43 Yeah, I think Matt did. I'm positive, so I pull it up. But were you aware that I was never told about the	
749 De	efendant Rinaldi	rate lock? Andy Lord 20:50 I was not aware of that, 20:51 okay, and didn't know about it till the very end. So you also testified that when I found out, I was mad	
		and just my refused to close in that the reason was because I wanted to get more money earlier you testified.	
750 De	efendant Rinaldi	Is that correct? Andy Lord 21:06 Correct?	
		21:07 Now , in the test messages, I say to you why I don't want to close, I say it's the paving. Needs to be removed from escrow and whatnot. Wouldnt you say that's conflicting with what you know, with what	
751 De	efendant Rinaldi	your statement was of why I wasn't closing? Yeah, Andy Lord 21:24 that's what was in the text messages.	
	efendant Rinaldi	21:25 Yeah. I mean, I was pretty clear about it, you know, why I wasn't closing Andy Lord 21:28 We also had a lot of conversations in person.	
752 De		21:30 Very true, very true. It's fair enough. But, I mean, I'm, you know, stating over and over why I'm not	
752 De		closing and but you're testifying that I'm not closing because I want to get more money. But, I mean, it's the	
752 De		text messages show that I was very clear why I wasn't closing now, why didn't you? You said the reason you didn't because you're not an attorney, but I said four times, I have the legal right to walk. You know, I'm very	
752 De		clear about the fact that I was in the right legally. Why did you guys choose not to tell me I wasn't, or why not	
752 De		to address that? Why did you guys choose not to say, No you're not, or the paving doesn't have to be	
752 De			
752 De		removed or you're wrong, or anything wrong. Because you guys have been pretty open with me. You weren't scared to say a lot. To say a lot. So why didn't you say that? And it needs to be logical sense to say you're	
	ofondant Pin: 1 *	removed or you're wrong, or anything wrong. Because you guys have been pretty open with me. You weren't scared to say a lot. To say a lot. So why didn't you say that? And it needs to be logical sense to say you're wrong. If 'm saying I have to legal right to walk. Andy Lord 22:10 because I'm it's not my job to interpret the	
	efendant Rinaldi	removed or you're wrong, or anything wrong. Because you guys have been pretty open with me. You weren't scared to say a lot. To say a lot. So why didn't you say that? And it needs to be logical sense to say you're	
753 De	efendant Rinaldi efendant Rinaldi	removed or you're wrong, or anything wrong. Because you guys have been pretty open with me. You weren't scared to say a lot. To say a lot. So why didn't you say that? And it needs to be logical sense to say you're wrong. If i'm saying I have to legal right to walk Andy Lord 22:10 because I'm it's not my job to interpret the law.	

756	Defendant Rinaldi	22:22 I mean, clearly pretty good at it. You do. Andy Lord 22:25 Um hmmm	
		22:25 You chose not. You chose to allow me to think I was leaving the contract legally, like I was always	
		clearly, under the impression that I was in the right legally. And that's fair to say that I thought I was right.	
757	Defendant Rinaldi	That's all I had the legal right to walk. That would be fair to say based on the text messages, Andy Lord 22:39 that's what you put in the text message,	
	Defendant Rinaldi	22:40 yeah, Andy Lord 22:40 yes.	
		22:41 Okay. So, so knowing that I believe I'm leaving this legally, you guys chose not to tell me that you think	
759	Defendant Rinaldi	that drew thinks I'm wrong. Andy Lord 22:50 Well, I don't think it's a you guys thing. I don't represent you	
		22:53 I don't need to, but for you in general, you know, what was your dialog with Drew? Or why would you, you know with him? Like, about, should we say you know he's wrong, or let him know that you know this is	
760	Defendant Rinaldi	our position. Andy Lord 23:06 Again, it's not my position to give legal advice.	
		23:10 Yeah? Like, that's, I mean, Andy Lord 23:11 that's not what I do. And it says that right in our purchase	
761	Defendant Rinaldi	and. Sale agreement, it says that right in the listing	
		23:16 Yeah but you negotiate any Matt's even telling you that they have the right to get their stuff legally. And you guys are telling me, I'm obligated to do this, this and this legally, but you're not going to tell me I'm	
		wrong when I'm believing I'm walking away legally, like I'm doing the right thing. I'm in the clear. I mean, you	
		think that you guys would say, If you disagree, you tell me, right? I mean, would you it's not legal advice to tell	
762	Defendant Rinaldi	me your position, and that's normal correct Andy Lord 23:17 Tell (confused)	
		23:33 It's not legal advice to tell me your position that's normal correct on it, like, like, say you believe the	
		paving should be there, or whatever. Normally, if that was the case, you'd say, so, right? Andy Lord 23:46 So my job in this transaction is to take the contract that we have, the spec sheet, that we have appraisal, that we	
		have financing, that we have, coordinate everything, get together, and work in the best interest of my client. I	
		can't decide that you want to walk down the middle of a transaction. It's not my position to acknowledge it	
	Defendant Rinaldi	frankly.	
764	Defendant Rinaldi	24:03 I get that, Andy Lord 24:04 acknowledge it, right?	
		24:04 But part of negotiation is going back and forth, and sometimes you don't agree. I'm sure you've done a lot of transactions. I'm sure some people said, oh, I want this removed. I want that removed. And you'll say,	
		Well, no, this is here for this reason or whatnot. I mean, that's common correct Andy Lord 24:04 to negotiate	
765	Defendant Rinaldi	thing, yeah,	
366	Defendant Rinaldi	24:06 yeah. In that regard, this does cross the boundaries of the legal because you guys, Andy Lord 24:22 but we're very careful not to cross the boundaries.	
/00	Delendant kinaldi	24:24 I understand that, Andy Lord 24:25 but when you say that I'm I'm walking out of this contract, I have	
		the legal right to I don't know that. You haven't talked to an attorney, and they haven't told you that you	
767	Defendant Rinaldi	have the legal right, I'm not going to argue with you because I'm not an attorney.	
		24:36 So you thought it was smart to let me believe I was leaving legally.	
	Defendant	You thought that was a good idea Andy Lord 24:41 again, I'm looking out	
768	Rinaldi	for Drew	
, 03		24:43 I'm asking. Did you think that was a good idea to let me believe I was legally leaving the contract? Andy	
769	Defendant Rinaldi	Lord 24:48 I don't know if I thought you're asking me if I think you made a good decision.	
		24:53 No, no, I'm asking. So we have established through the text that I clearly thought I was leaving it legally	
	Defendent Die 11	like I was okay I Wasn't getting in trouble. And I made it pretty clear, overly clear, you guys thought it was a	
	Defendant Rinaldi	good idea to not to tell me that you disagree at all.	
//1	Attorney Monteleone	25:10 Objection, all right, as to who is you guys, 25:13 I apologize. So I would say you and Drew. You guys thought it was a good idea to not let me know that	
		you disagree. Andy Lord 25:21 I'mlt's not my position to interpret the law for the decisions that you're	
772	Defendant Rinaldi	making.	
		25:26 So that's a no Andy Lord 25:27 If You thought you should leave the transaction. You should, prob should	
773	Defendant Rinaldi	have. 25:30 But If you said I don't agree with you, I may have closed. Andy Lord 25:34 I think if you read the rest of	
		the text message, when I was basically begging you to come to closing that, I was pretty clear on where my	
774	Defendant Rinaldi	position was in this hole.	
		25:41 Yeah, I just said that you wanted to close. But, I mean, if you disagree legally, like you thought that	
775	Defendant Rinaldi	Justice Daniel Billings 25:46 you've, you've this question's been answered.	
		25:48 Okay, okay, yeah, no, I got you, I got you. Sorry. Off topic, that's got some of that I would like to submit they showing this view. These are your affidavit, your supplement, supplemental affidavit go into that exhibit	
		OO I think one through, I think, 11. So I should ask those questions and get this into into evidence. Justice	
776	Defendant Rinaldi	Daniel Billings 26:37 Is it marked?	
		26:39 It's marked 00 and it's numbered as well. Can I use it with him and then give it to him after? Is that I do	
	Defendant Rinaldi	have another copy, I believe, but I really want to waste your time. Justice Daniel Billings 26:53 Council	
	Attorney Monteleone Defendant Rinaldi	26:54 I object to the admission, but I recognize there may be appropriate places to ask questions about it. 26:59 On what grounds you object to his	
		27:01 because the affant is is here to testify	
	Defendant Rinaldi	27:05 prior inconsistent statements. I mean,	
,01		27:07 we have to have evidence Justice Daniel Billings 27:08 a prior inconsistent statements don't make a	
782	Attorney Monteleone	whole document admissible.	
		27:12 Okay to proceed, and then Okay, so on your original affidavit, you put Anthony Rinaldi told me that he	
		would not close on the contract to sell the property Mr Pierce for 385 because he wanted to make more money on the transaction by selling to someone else at a higher price. And in the verified complaint, it says I	
783	Defendant Rinaldi	sent a text. So you said they told me, but Is that accurate? Andy Lord 27:37 I believe it is	
		27:38 So can we identify which text I said that in because I know Andy Lord 27:41 I don't believe it was a text.	
		I believe it was when we were standing in front of the house, when you guys were finishing painting the trim,	
784	Defendant Rinaldi	the day of closing. 27:48 I didn't see you the day of closing. Andy Lord 27:49 You absolutely saw me the day of closing. I was	
785	Defendant Rinaldi	there, when your dad was there, when you got his truck stuck,	
		27:54 you said on the fourth or the fifth, because there's two closing dates the fourth that made be true The	
786	Defendant Rinaldi	fourth maybr true. Andy Lord 28:01 Okay, so we asked for the time to do our final walk through.	
707	Defendant Rinaldi	28:04 Yes, Andy Lord 28:04 We asked you to leave and you wouldn't. And then everybody was in the backyard trying to pick up the rest of your tools and supplies.	
	Defendant Rinaldi Defendant Rinaldi	backyard trying to pick up the rest of your tools and supplies. 28:10 So I just refuse to leave. That's your testimony. Andy Lord 28:12 you absolutely refused to leave.	
	Defendant Rinaldi	28:15 That's crazy Justice Daniel Billings 28:16 You can't comment.	
		28:17 I'm sorry. I'm so sorry. I'm so there. I apologize. So, nonetheless, so, what is your? So, what is your?	
		What the What did I say to you on the fourth what was the statement that you're you're trying to say I said,	
	Defendent Die 11	Andy Lord 28:32 I think it was the fifth. But that that you'd relist this and you could sell with another broker	
790	Defendant Rinaldi	for more money. 28:38 Are you referred to where I texted you, I could have it sold next week. Andy Lord 28:42 No, I'm	
		referring to me. We were standing in front of the garage. We had this conversation. Your girlfriend was	
791	Defendant Rinaldi	painting above what I think is the laundry room window. I clearly remember this	
		28:54 that I said that I'm not going to close because I want to sell to someone else for more money. Andy	
	Defendant Rinaldi	Lord 28:58 You said I could sell this for more money, I could sell this quickly	
793	Defendant Rinaldi	29:01 That I said, I'm not going to close. Andy Lord 29:03 I believe you did. 29:05 I didn't say because it was paving and painting. All the texts, none of the texts indicate this. There's no	
794	Defendant Rinaldi	29:05 I didn't say because it was paving and painting. All the texts, none of the texts indicate this. There's no text that says this text. Andy Lord 29:10 It wasn't a text I was	
	Defendant Rinaldi	29:11 well, in their complaint it says it's a text, Andy Lord 29:14 then it's a clerical error	
		29:18 So also in the text, there's a whole section missing that was accidental. You said, Andy Lord 29:26	
796	Defendant Rinaldi	Yeah, and we realized that. We corrected it on the Second Affidavit,	
		29:29 even though they were pretty important texts that were missing. Okay. Now, in your affidavit, or your supplements affidavit, you say, despite after Mr Rinaldi missed the closing he informed me via text	
		message that text message that he demanded 4000 in additional funds from the buyer before he agreed to	
		close on the sale, with authority from Mr. Pierce, I agree to pay Mr. Rinaldi additional 4000 he demanded,	
	Defend the training	despite my agreement to pay Mr. Rinaldi, additional 4000 he demanded. Mr. Rinaldi still refused to close.	
797	Defendant Rinaldi	March 5 now I demanded 4000 You didn't offer 4000 Andy Lord 30:04 Read the text 30:05 Okay, so this is between you and I and I, I believe it says, I'll give you four grade if you come right now,	
		please answer the phone. And that's when I said, out of respect for you. I will talk to on Monday but you guys	
		treated me. This is Exhibit Plaintiff's Exhibit. Says B, but I'm not 17. And then line I line, 53 54 and 55 and 56	
		sorry, I said I respect you all to talk to your monday but you guys treating me like I was stupid and try to	
		squeeze you for every penny unless I had the hud adjusted I'm not closing today. Im taking back the power and then I'll decide what I want to do. And you put the deals off Monday. I will give you four grand right now	
		and then I'll decide what I want to do. And you put the deals off. Monday. I will give you four grand right now. That gets you to the number you want, right? Is that accurate? Andy Lord 31:34 So I said, What is the	
798	Defendant Rinaldi	number?	
		31:37 Yep, so. Andy Lord 31:38 And you said, so, I need to think about this. We could talk Monday. The	
799	Defendant Rinaldi	number was 17 eight.	
800	Defendant Rinaldi	31:42 The number that they offered was 17,800 Yes, Andy Lord 31:43 which was Yeah. And you go, so were off four grand.	
		*	
801	Defendant Rinaldi	31:46 I go, yes, Andy Lord 31:47 yes.	

		31:47 And you go I'll give you the four grand, right now, yeah. But in your affidavit, you statt multiple times that I demanded \$4,000 that I demanded 4000 if you give me 4000 I would close. That I demanded it, you	
		said it very, very clear to say that I said, Give me 4000 I'll close. And then you say at the end, despite the fact that you gave me what I was I wanted, I still wouldn't close. And that's far from the truth. Would you	
		say? Andy Lord 32:12 I think if you take the context of the whole text, you know the fact the matter was,	
		you were sending all my calls directly to voicemail Nobody knew where you were. I asked, what you want, what number you said, the number we agreed on. Okay. We said, go back and forth again. That was the	
		number 17 eight. Yeah. So, so wouldn't you say that if we what you wanted was the number we agreed on,	
802 De		which is the 17 eight, which is \$4,000 off? Wouldn't you say that you're demanding that money to close? 32:41 No, I didn't say. I didn't think about this. You asked what the number was. I told you what the	
		number was, and no point to that. You offered it to me. It's a big stretch for saying I'll give you four grand,	
002 0.		to saying that I demanded four grand, and that when you gave me the 4000 grand, I demanded, I still, for	
		some reason, wouldn't close. That's a big difference. 33:00 Objection asked and answered	
004 74		33:02 Yep, that's fine. So anyways, I'll keep going. So I this affidavit, I wanted for prior assistant statements,	
005 0		because there it's pretty clear that there are quite a few, and as well as and most of our text messages that	
805 De		are already admitted so exhibit 00 33:31 objection whatever to the extent that there's a prior inconsistency statement, which I think has not	
		been established here, it's been established testimony. And this is all hearsay of an otherwise available affiant	
806 At		Justice Daniel Billings 33:47 Objection sustained obviously you can, just as you did with this last one, the the prior inconsistent statement itself was read and is admitted	
		33:59 O I got you, Justice Daniel Billings 34:00 but that doesn't make the whole affidavit admissible. If there	
807 De		are others you want to ask him about, feel free to do that.	
		34:05 Okay, I got you. I appreciate that. Now you go on about market value of houses, comps, whatnot, and just say that you estimated between 500 550,000 to purchase a similar home, correct based on, but based on	
808 De		your affidavit, and you did list several in that range that's fair to say right Andy Lord 34:31 Yes	
809 Dr	efendant Rinaldi	34:31 now, the appraisal coming in at 420, is there any reason why that wasn't mentioned? Andy Lord 34:35 Why what wasn't mentioned?	
005 00		34:37 Why the appraisal value wasn't mentioned in your affidavit? The appraisal just came in just like a week	
		or two prior at 420 and you're justifying that you know it was costing this much to replace it, when the	
		appraisal saying it's worth 100 and something dollars less, is there any reason why you didn't offer the like? Mentioned appraisal. Consider that into this Andy Lord 35:02 well, the appraisal is at one specific moment in	
		time. An appraisal is a finite document, so it doesn't increase over so, you know, at this point, the property is	
		relisted in March, right? So, you know, I don't, you can list it for whatever you want that has no relevance on my appraisal, and I don't know if your buyers were cash buyers that didn't need an appraisal, or conventional	
		buyers that didn't need an appraisal. So the appraisal is not for me. It's not really for the buyer. It's for the	
		lender to verify that if the buyer defaults on the mortgage, there's sufficient collateral, there's	
811 De		35:40 But it is an estimation of value correct at that date and time Andy Lord 35:43 Hmmm hm 35:44 you're testifying that, you know to purchase a similar was going to cost 100 and something thousand	
		dollars more than that estimated value in just a month. Or a month and some change. Andy Lord 35:54 So	
812 0-		what I what I was saying was, here are three listings that match the square footage, the bedroom, bathroom sizes, and here's what they either listed or sold for.	
012 D6		sizes, and here's what they either listed or sold for. 36:05 Yeah, no, I see. But there was some, like, painting issues and some small things that you need on this	
		one. So that would obviously take away. These are finished homes. If there was some stuff that we all agree	
		that wasn't up to par, let's say so. I mean, I just you get into that number. I just find it weird that the appraisal was 420 and you know, it's almost, it almost seems a little inflated. It's almost anything I just anyway, other	
		than that, I think. And then, oh, more importantly, your supplemental affidavit, you say, I understand the	
		contract terms, providing that driving would be paid by Rinaldi with base coat to require installation of a hot mix asphalt coating the contract conclusion that the buyer's finished top of six months suggests installed	
		intention to install a coating other than granular base material, which is typically paved over anytime after	
		base layer of gravel is installed and graded. So you're saying here that the base coat wasn't there, correct?	
813 De		Andy Lord 37:05 The gravel base was there, 37:07 okay, but per the contract, you're saying the base that I was still obligated to provide a different type of	
814 De		base coat, is what you're saying, right? Andy Lord 37:18 Yes,	
		37:18 okay, now this was, I mean several months. I mean, this is three months after closing, but in your text messages to Craig, you say, and technically the base coat is there, just not the finished coat, so that's implying	
		that I did my obligation. But then several months later, you're testifying under oath that I didn't. So, I mean,	
		I'm just trying to, you know, square these two, what changed in those three months? I mean, you could have	
815 De		all been wrong About the basecoat Andy Lord 37:44 So the basecoat was there, the base of gravel was there, 37:56 yeah. So Andy Lord 37:58 we have, we have text messages and emails and stuff. But we don't have our	
		conversations. When we stood there and acknowledged that it was just going to be a base coat, it was going	
816 Dr		to be a three inch binder, and then it was going to need to be redone the next going on to the next year, just because they're not into it, into a text message	
010 00		38:14 So, we had a conversation about that as well that I don't know about, Andy Lord 38:17 You don't know	
817 De		about.	
		38:19 So nothing in the text though, that indicator, it because the text indicate that you changed your story, Andy Lord 38:24 My text indicated I was working on behalf of that client. He was willing to take the house as	
818 De		is, and if I could have the lender agree to waive that escrow, he would take it to get it to close.	
		38:33 I understand, but you're saying, to Craig that, that it's not, it's not part of contract, it's not there like and technically, I'm sorry, technically, the base coat is there. So I'm good on the contract that you agree on the	
819 De	efendant Rinaldi	day of closing is what this indicates, would that be fair to say Andy Lord 38:47 No	
		38:48 we could have all been wrong? I'm just saying that we all had an agreement, is what it seemed like. Andy Lord 38:52 What I'm saying is my client was willing to accept it as it was at that time, and if the lender	
	efendant Rinaldi	would accept it,	
821 De		38:58 I'm not asking that. I'm asking you, Andy Lord 38:59 Do I think that it should have been asphalt.	
		39:01 No, I'm asking you, you sent a message to Craig and with Matt. You say, technically it's there, technically it's not part of the contract and whatnot. So both of those together indicate that I was in the right	
011		but so you're, you're saying that's that was. These are just being misinterpreted or or what changed? Because	
		this is pretty clear, that you know that you guys agreed with me on that day. 39:21 Objection? Is there a question? A question? Yeah,	
		39:24 I'm sorry. I mean, I'm just trying to ask him, What, why? Why his story changed, and why it seems that	
		you agree with me and then you didn't, is what I'm asking. It just seems odd. Andy Lord 39:35 My assumption through this whole thing and what is written in the scope of work is it'll be a blacktop driveway not a gravel	
		driveway, if my client advised me at that point, when we were at the closing table, getting towards closing, to	
824 De	efendant Rinaldi	see if a lender would waive the escrow because there's a gravel base on it thats what I did	
		39:52 But I'm asking about these messages in particular, I understand your I just want specifically you guys are discussing and saying. That basically I'm in the right here, like I want to know specifically, you know, did that	
		just change after the fact? Or what's what Am I misinterpreting here? Because it seems pretty clear that you	
		and Matt both agreed with me. 40:10 Objection, asked and answered Justice Daniel Billings 40:13 Objection overruled Andy Lord 40:16 I	
	Ionteleone	don't agree with you. This has always been planned to be a paved driveway.	
007		40:21 So can you explain why these? Andy Lord 40:22 No, I thought you said Matt said technically You said	
827 De		Matt is the one that said technically 40:25 No this is you and Craig you said technically the base coat was there, just on the finish code. And	
828 De	efendant Rinaldi	Matt said, Andy Lord 40:30 I said the finish coat was just blacktop	
		40:31 yeah, but here's what we're talking about the contract. And you're	
		basically saying that, you know, and then matt said technically it's not in the	
		contract, just base coat So, Andy Lord 40:31 so I don't agree with Matt saying	
829 Ri		that, 40:41 okay all right, but you didn't disagree with him through text at least. Okay all right, I'll move on, so	
		40:41 okay, all right, but you didn't disagree with him through text at least. Okay, all right. I'll move on, so the possession prior to closing addendum Drew, never moved into the property. That's correct, right? Andy	
830 De	efendant Rinaldi	Lord 40:58 He moved his personal property into the property	
		41:01 when you guys sign this, you guys both texted me, saying, sign this so Drew could put the pod on the property, is what the text say. I can pull up who you like. But I mean, I think we both could agree to that,	
		correct that when I signed it, it was under the assumption the pod. So that was what I was told, like, sign this.	
831 04		So we put the pod on the property. And then later on, they asked if he could move the stuff in the garage. Is that fair to say, accurate depiction? Andy Lord 41:25 Yes.	
		41:25 Okay, so, but he never actually lived in the home, Andy Lord 41:30 no,	
		41:31 because I was actually staying there while I was finishing it correct. Andy Lord 41:33 I don't know	
833 De		where you're saying, 41:35 you knew that I was stayig there Andy Okay, I'm sorry. Anyways. So the whole eviction thing, which,	
		there's no evidence, obviously. I mean, I did call the sheriff because I was concerned, because it was a very	
034 0		volatile thing, but the sheriff, from what I understood, and from the text they were helping Drew. Is that correct? Andy Lord 41:57 Yes.	
654 DE	crement rindlol	41:58 Okay, did you ever see him get hostile to Drew or say you need to get out of here, or anything along	
0.00	efendant Rinaldi	those lines? Andy Lord 42:04 The Sheriff	
		42:05 yes, Andy Lord 42:06 it was a female, no, she wasn't hostile,	
836 De		42:05 yes, Andy cold 42:00 it was a remain, no, she was it hosting, 42:08 and she was what did she imply? Just that I was worried about the house, or that	

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initial control displayed based base	845	Defendant Rinaldi		
Index of the second	846	Defendant Rinaldi	43:59 this was March 5th, because I told everyone, wait till 11, and that was obviously 11 o'clock meeting.	
I Additional to the problem of the proble	847	Attorney Monteleone	44:10 Objection, document speaks for itself	
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50:12 we've established that that front porch wasn't there. We've established that the fourth bedroom isn't finished inside, right? So you didn't see those things being done because they weren't done, because they weren't done, because they hadn't happened. So you couldn't have witnessed that if it wasn't there, and we've established it wasn't there. But you keep saying that it was there? So I'm just trying to emphasize why, if it wasn't there, we've established that. And you could have sent an addendum. You could have said, Defendant			the contract, we wouldn't have asked you to reduce the build size of this. We were at the property with you.	
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Defendant Hey, change the spec sheet but you guys chose not to Andy Lord 50:38 we did				
		Defendant	· · · · · · · · · · · · · · · · · · ·	
	374			

		50:38 No, the original I'm not talking. I'm not talking I'm talking about the original contract, not later on the	
		original contract. Why did you get why did you sign that without first saying, let's clarify that this is a four	
		bedroom 2200, square feet. Andy Lord 50:51 Because That was what was provided on the MLS to us in our conversations with you, we asked for an updated spec sheet, yeah. Because with with the understanding that	
875	Defendant Rinaldi	we had to have that in order to send this to the appraiser.	
		51:03 But normally, you would normally do an addendum, like you said earlier,	
	Defendant	or normally you would make them change it. You would never sign a contract	
876	Rinaldi	intentionally that didn't represent what you wanted to buy, right? That's not	
877	Attorney Monteleone		
		51:15 I'm just trying to pin this down because it doesn't, it seems like he	
	Defendant	doesn't want to address the fact that it's, Justice Daniel Billings 51:19 I mean,	
878	Rinaldi	he's addressed it objection sustained	
		51:21 okay, alright, I'll move on. Sorry. Justice Daniel Billings 51:25 How much time do you think you have left	
879	Defendant Rinaldi	with this witness? 51:27 I probably will be. I want to go, at least go over all the like when he was testifying. I was just making	
		notes on everything. So I'll just try to go this quickly, Justice Daniel Billings 51:37 starting with plaintiff How	
880	Defendant Rinaldi	much time do you think you need for lunch? Mr. Monteleone,	
		51:41 I think that we could slim it down to 30 minutes. Your Honor, Justice Daniel Billings 51:44 let's do 45 minutes. We'll be back at one. Okay, all right. I. Transcribed by Justice Daniel Billings 0:00 we're back on	
881	Attorney Monteleone	record. We'll continue with cross examination of this witness. Remind you, sir that you remain under oath.	
		1:18 I'm so sorry. Okay, something through the winter with no heat or power there's generated there torpedo	
		heaters, which is very common business practice. But I mean, and then you said I would just go to get materials for the day, which find to be odd because hammond yeah, hammond lumber delivered all the	
		materials ahead of time. Because at the very end, when we do a punch list stuff that may have kind of been	
	Defendant Rinaldi	true, but, I mean, I try not to go to the store at all, if possible. So	
883	Attorney Monteleone	1:55 objection is there a question? 1:56 Yes there is. I'm getting to it. Sorry. So when you say that, I just don't believe it to be accurate. You stick	
884	Defendant Rinaldi	by that statement. Andy Lord 2:04 Yes	
	Defende : 01 · · ·	2:05 So you witness me going daily to the store to get materials. Andy Lord 2:08 I did i believe you use my	
885	Defendant Rinaldi	Home Depot card on several occasions, 2:11 um, like one and two, I believe the appliances and Water heater and then, yes, which was kind of you	
886	Defendant Rinaldi	Andy Lord 2:19 Paint froze, because there was no heat in the house	
	Defendant Rinaldi	2:21 The What froze Andy Lord 2:22 the paint,	
	Defendant Rinaldi	2:24 that's your testimony, Andy Lord 2:26 that is.	
889	Defendant Rinaldi	2:28 And when was, when did this happen Andy Lord 2:31 in the winter when there was no heat? 2:33 Okay, so in a normal build how do they normally heat it before the HVAC? Justice Daniel Billings 2:39	
890	Defendant Rinaldi	How is that relevant?	
		2:41 No, he just attacking Justice Daniel Billings 2:42 now you're going far afield. I get your point. Okay, you	
891	Defendant Rinaldi	made the point. Yep, how they generally keep 2:48 I'm just a builder. Justice Daniel Billings 2:52 If you want to testify, you'll get a chance. You need to ask	
892	Defendant Rinaldi	2:48 i m just a builder. Justice Daniel Billings 2:52 if you want to testify, you if get a chance, you need to ask questions.	
		2:55 Gotcha. Nope, I got you. There's just one things that Justice Daniel Billings 2:58 I understand just move	
893	Defendant Rinaldi	on 2:59 as he's Yeah, no, I got you, I apologize, sequencing, I guess I don't need to go there I can testify to that,	
		the rate lock. When the rate lock happened, you said signed the extension. Or Matt said, sign extension, not	
		you. I apologize. There is never there as far as you know, are there any documentation, email, electronic or	
		otherwise that shows any issues between us that would indicate I should get penalized, And was there any do anything be aware of that? Far as I can see, I don't see anything like it seems like Drew and I was getting along	
894	Defendant Rinaldi	to the end, and you and I were getting along Andy Lord 3:54 I don't understand the question	
		3:54 I got penalized with the rate lock. It's \$7,000 rate lock. So generally speaking, there should be some	
		record of there being a dispute or some tension? Andy Lord 4:03 Well, I wouldn't say you were penalized. I'd say that we had an initial agreement. This was to close in November. If I'm correct, the rate lock Drew had	
		obtained through his lender financing this property, then you can understand what rates is it? If a rate goes	
		down, I get all that, yeah, I just want to be clear the purchasing power goes down, which means the payment	
		is higher. So when we're factoring in a mortgage payment and what somebody is approved for, if we go over 5% rate to a 7% rate, they're not going to be approved for that same amount. I don't think it was penalizing	
		you, but it was saying, in order for this transaction to go we've already established what the value of this	
905	Defendant Rinaldi	property is. We've established a closing date four or five times now, but the lender is no longer going to be able to complete this process	
055	Defendant Kinaldi	4:44 You say four or five times. There was the November extension, correct, right? November, and then	
		there was the one in January two, and then there was last one from the fourth to the fifth. So there's three,	
896	Defendant Rinaldi	Andy Lord 4:56 okay, 4:57 so you said four or five. So now. Now, is it standard for because, I mean, when we signed the contract,	
		I remember us discussing, I remember specifically Drew saying, I don't care how long it takes, as long as it's	
	Defendant Rinaldi	built, right, which is the big concern. And I was by myself and doing it myself. So	
898	Attorney wonteleone	5:04 Objection to the testimony, rather than the question, 5:15 sorry, I apologize is it standard for a builder to have to pay a rate lock at just said the first extension.	
		Andy Lord 5:22 I don't think it's uncommon for any builder to pay a rate lock. If we have a if we have a	
800	Defendant Rinaldi	contracted price, we have a pre determined time to close which the lender has said we can guarantee this rate and this approval for this amount of time. That's part of the contract.	
055	Defendant Kinalui	5:35 Now like extensions are common practice. Almost happen more often than not. Correct. Andy Lord 5:	
900	Defendant Rinaldi	40 No, they don't happen tha often	
901	Defendant Rinaldi	5:41 extensions on new builds. Your testimony, is on new builds? Extensions don't generally happen? Andy Lord 5:48 My testimony is, it's not common.	
	Defendant Rinaldi	5:51 Okay, Andy Lord 5:53 they happen all the time. Is it 100% of the time? No,	
		5:56 well, it just seems like, from my experience building, that it's we never meet deadlines. I mean, it's just	
903	Defendant Rinaldi	how it goes. I mean, all it takes is one thing Andy Lord 6:04 That should be something you should be prepared for when you sign a contract,	
503	create in the last	6:07 exactly. But I'm just saying, like, you know, I'm paying that \$7,000 penalty, you know, it seems pretty	
		substantial, you know, from the text and all that it looks like we were getting along fine, you know. So	
		everything was good up to the very end, Andy Lord 6:18 whether or not we were getting along, if you didn't think you're gonna be completed in time at the first extension, you should have made that known, because	
904	Defendant Rinaldi	now it's impacting his financing	
00F	Defendant Rinaldi	6:26 I did make that known. Andy Lord 6:27 Then why didn't the First extension go through March instead of January or whatever it ended	
505	- sichadht hiridiul	6:33 well, I think we were all being hopeful, but with covid and everything happening, I mean, as as you're	
	Defendant Rinaldi	aware, you know that was the height of covid, like people weren't supposed to leave their house, so I mean	
907	Attorney Monteleone	6:43 objection to testimony rather, Justice Daniel Billings 6:44 Sustained 6:45 yes Lapplogize during that period. Were you involved with any other builde? Andy Lord 6:50 Yes	
908	Defendant Rinaldi	6:45 yes, I apologize during that period. Were you involved with any other builds? Andy Lord 6:50 Yes, okay.	
	Defendant Rinaldi	6:51 Were they having major issues with material purchases? Andy Lord 6:54 They weren't.	
910	Defendant Rinaldi	6:55 Were you aware that they were very severe shortages of PVC and other things? Andy Lord 7:00 Yes,	
		7:01 okay, so you that's a factor, obviously. Okay, so given the circumstances of covid, you would think that apparently, a builder wouldn't be penalized. Given, would that be fair to say or no, Andy Lord 7:21 say that	
911	Defendant Rinaldi	apparently, a builder wouldn't be penalized. Given, would that be fair to say or no, Andy Lord 7:21 say that again.	
		7:16 Well, given, like with covid and all these delays, the nationwide labor shortage as it is. It seems a little	
		odd that I'm paying this rate lock when you know we're looking at best case scenario with covid. I mean, covid was pretty severe. That was like the height of it Andy Lord 7:29 So if you're asking, were you	
912	Defendant Rinaldi	penalized by a rate lock is that the question,	
		7:29 no more, like, just given the circumstances of covid, do you think it's a little odd that, like, usually it was	
		going the other way, like builders were asking for more money and renegotiating on that basis. You know, we're kind of going the other way Andy Lord 7:47 Yeah. I mean, I obviously can't speak for other builders	
		Yeah. I think the only thing I can say about the rate lock is the rate lock was in place because his rate was	
	Defendent Die 11	guaranteed. If we go past that, we either have to that would be one of the areas of the contract, were buyers	
913	Defendant Rinaldi	have to be able to obtain financing to prevent that, we instituted the rate lock. 8:09 Yep. So now, in January, that extension, you texted me, I need you to sign the extension ASAP. I tried to,	
	Defendant Rinaldi	it didn't work. And then I noticed there was a \$500	
915	Attorney Monteleone	8:19 Objection to testimony, not a question.	
916	Defendant Rinaldi	8:20 I'm trying to explain the it's is a question. I'm not I'm explaining to him the context, which I'm sure he's familiar with so Justice Daniel Billings 8:29 just ask your question.	
		8:30 Yep. So in January we did the extension. The first one that was sent to me, it had a \$500 a day, the	
917	Defendant Rinaldi	original one, and then I signed one without the \$500 day. That's correct. Andy Lord 8:40 Yes	
918	Defendant Rinaldi	8:40 Okay, now that's a substantial amount. I mean, would you agree Andy Lord 8:45 \$500 is a substantial amount	
918	vetendant Rinaldi	amount	

		8:45 Yeah, so, well, it could have been up to 30,000 or 20 something thousand, I think, with the rate lock by closing, you know, you sent me a text saying, sign this ASAP, that's correct, right? Andy Lord 8:57 I'd have	
919	Defendant Rinaldi	to see the text messages 9:00 It would be fair to say you sent me some type of text, okay, Andy Lord 9:02 I'd have to see the text	
920	Defendant Rinaldi	messages	
921	Defendant Rinaldi	9:03 yeah, that's fine. Um, does it seem about all that no one told me about the rate lock or the \$500 a day extension? Andy Lord 9:12 I think that would be on your agent.	
		9:14 Yeah, your right about that Your not wrong about that. So, um, anyways, um, So Drew's deposition. I believe it's in your haven't admitted it right No. un there, over there, I can just pull ju. When I deposed drew, and I asked him why the closing what was his interpretation and he said will read it to you. I know you guys are communicating because they were trying to get you down there because. I had already signed all the closing documents and you didn't show up. And then he says, I asked them, What was your understanding of why I wasn't closing that day. He said, I don't remember. I thought you were upset about something that wasn't shared with me. I'm not entriely sure. So you were there texting, as you stated earlier, with Drew and	
	Defendant Rinaldi	Janice in the same room. You weren't sharing what was going wrong with them. Andy Lord 10:281 was sharing some of It. But these, these texts, are rather vague. I'n looking at them right now. You know, 10:52 you think those texts are vague. Andy Lord 10:53 I attempted to call you multiple times, many times, and you kept sending me right to voicemail, but you immediately text me back. If we could have had a conversation at that point, twould definitely be able to tell drew exactly what the problem was. From what you're telling me, the concerns you had at that point were not really drew related. They were Lincoln capital related. They were money related. So in these text messages, and I haven't read through them all, I don't see anywhere in here where it sail Vasa never supposed to build arom above a parage, a farmer's porch for this	
923	Defendant Rinaldi	amount of money all it says is I'm not getting the money I want. 11:29 Where does it say that Andy Lord 11:30 It doesn't say that. That's what I'm saying. So the problem with	
924	Defendant Rinaldi	you not coming to closing was because you weren't getting the money that you assumed you should get 11:39 That's your interpretation. I mean, there's no Text that read a few Justice Daniel Billings 11:39 We've	
	Defendant Rinaldi Defendant Rinaldi	been through this 11:46 day well, I mean, so you're saying that its not Drew related. Now I'm going to pull up these texts, because they Here we go. Just go over some of them with you from the day closing, Right here. Okay, so, there we go. Okay. So this is Exhibit B, which is, I think, 17, with it, 17 first page. And if you will follow along, let me know when you can leave so I can get my ladder stuff. Thank you. Okay, so here i'm stating I was on my way but Matt calls. Hold on, sorry. I apologize I'm on the number 16 is where I'm trying to start. Just trying to, yeah, they're weid. They go backwards that way and forward the other way Ummm Andy Lord 13:14 Does it	
	Defendant Rinaldi	start on page two? 13:15 So they starts on page No, it's weird. It's backwards. So it starts on page nine, and it goes backwards	
928	Attorney Monteleone	e 13:23 Can we reference a line number, 13:24 yes, i will give you one right now. Okay, line 29 Isn't it better to take that or lose the house? Come on, man, this is nor fair. Now you were referencing me, lincoln capital, taking the house Correct. Andy Lord 13:44	
	Defendant Rinaldi Defendant Rinaldi	Yes. 13:45 Okay. And then I replied, If I got 17 eight it would still be a breach because it wasn't removed from escrow, Andy Lord 13:50 what wasn't	
		13-51 we're talking Well, I think we were talking about the paving. So because I say prior, anyways, I'll just keep noving on. So you're saying that your testimony is they weren't Drew related. And i'm saying I'm not legally obligated to at this point. It's not fair how I've been treated And you say you get 13,353 today. So you're not sharing any of like, what I'm asking or what you're offering, because the 4000 that you offer, you must have shared that with them. And you fair 21 yeah, I said i'm going to offer him \$4,000 that's the	
	Defendant Rinaldi	difference. He says we're off 14:25 okay, Andy Lord 14:25 but this isn't saying that drew breached the contract on doing anything. This is	
	Defendant Rinaldi Defendant Rinaldi	just saying you weren't coming to closing 14:31 the paving, painting You never mentioned to them. Andy Lord 14:33 What about,	
	Defendant Rinaldi	14:34 well, that I was demanding that be removed. I demanded on the fourth but you didn't think it was sort Andy Lord 14:41 They were aware of that. 14:43 So when they filed alawsuit, they didn't even mention it, though. Nor did you either Andy Lord 14:47 I	
935	Defendant Rinaldi	24-3 30 which they meet a lawsung, use yount even mention in, ubugin, not us you have a law 24-47 1 can't speak for them 14-513 So on the fourth 1 sent that group text just so on the same page, i'll go up to it. This is on. The 16, 1 believe, and it's line number 67 and you guys discussed this earlier, where 1 say just, just so we are on the same page, the buyers are refusing to honor the contract. Matt said, Sorry, didn't it didn't work out again, the buyers were willing to accept the houses as is. Now, you didn't You obviously were on that text And Just 21 St.	
936	Defendant Rinaldi	20 Yup 15:20 You didn't. You didn't chime in at all. I mean, we talked the following day, but, and I guess we already established that I clearly thought I was walking away, so I'll keep I apologize. Andy Lord 15:34 So what are you	
	Defendant Rinaldi Defendant Rinaldi	asking? 15:35 And nothing I was gonna go but we've already established I'm not trying to waste you guys this time. So hold on. Let me just get back to yours. Just make sure I don't need more questions, because I'm almost done. Yeah, so I'm good on that one. Um, so what was your understanding of what drew thought was going on and why I wasn't closing? Because then he says he didn't know why, in their deposition, so what was your understanding of what he thought was going on	
		e 16:08 Objection calls for speculation, obviously,	
	Defendant Rinaldi Attorney Monteleone	16:11 well, he was with him in the room and discussing it with him. 16:15 I think there's, there's a different question to get at what he's trying Justice Daniel Billings 16:17 Objection sustained	
		16:18 Okay, sorry, I Okay, were you aware that Matt had said to me, work through the weekend and make back the escrows regarding painting? Andy Lord 16:31 I don't recall, okay, but just to be clear on the painting,	
	Defendant Rinaldi	yep, that is how it works. Once the once the work's done, you would the money would have been released. 16:42 Yeah. So I had finished painting it because it was like, randomly warm that weekend, and that's why I	
	Defendant Rinaldi Defendant Rinaldi	demanded to be removed. And, yeah, Andy Lord 16:52 the weekend after 16:53 nope on March 4 is when I demanded it to be removed. Andy Lord 16:56 It wasn't done being painted.	
	Defendant Rinaldi	16:58 Yeah it was okay. You said the appraiser determines the escrows. They're the one who governs that. Could you elaborate Andy Lord 17:15 the appraiser can require the escrow or completed prior to closing?	
		17-21 Okay? But you said the appraiser is enforcing the contract as written, making sure there's no shortcuts, discussing the escows correct Andy Lord 17-29 discussing the project in general The appraiser is there to verify that it's done so on a different situation. Justs oyou understand what we're talking about there, if we have a house that we're buying and that deck needs to be painted, they're going to, they're going to go out with an appraisal say, hey, there's going to paint on the deck just needs to be completed prior closing. Okay? They're not going to just assume we're going to do it. They're not going to accept a picture that I send. Yeah, they're going to go back out and verify It. If it's not done at that point, excuse me. Then they're going to go it in writing that this, this is going to be the sticking point. Either this concern we have to escrow where it doesn't doesn't doesn't	
946	Defendant Rinaldi	winning that this this to going to be the sucking point. Either this concern we have to esclow where it doesn't go to closing 18:03 Now, you said the appraisers to redo it it's a lengthy process, and it's not easy. Andy Lord 18:07 An	
	Defendant Rinaldi	Appraisal, 18:08 no, not to adjust the appraisal. You said Andy Lord 18:11 it have to be redone so so to thinking about	
	Defendant Rinaldi Defendant Rinaldi	what appraisals do. Is that there's a time gap. Appraisals only good for so long, 18:19 I understand Andy Lord 18:19 A lot of them are only good for 90 days. So we were on the far end of this,	
950	Defendant Rinaldi	18:23 but when you're talking minor adjustment, to the appraisal with an escrow item. Andy Lord 18:27 No, I'm talking a different appraisal, because now we got to find comparables that are similar and build similar quality, but maybe don't have a paved driveway	
951	Defendant Rinaldi	18:35 to remove Andy Lord 18:36 to make adjustments for those, right? But an appraiser at this time we were doing, you know, today we could close the loan in 30 days, easily three weeks we could close because we just don't have a lot of transactions going on back then they were like we were up 45 day closings in general. If this would have been weeks to have something 18:53 to remove the paving from escrow Andy Lord 18:56 It would involve us writing an addendum for the	
952	Defendant Rinaldi	contract saying that it's not to be blacktop because the original scope works says blacktop then it would go to the appraiser. The appraiser would determine, does it still have value at that point without that appraiser, then find two or three columns. Thank you to justify	
953	Defendant Rinaldi	19:17 so but with Craig Mathison in your discussions with him. He said, Not today, But so you're, you're, you're saying it probably wouldn't have been Monday, Andy Lord 19:24 It absolutely wouldn't have been Monday.	
954	Defendant Rinaldi	19:26 but you don't know for sure. Obviously it could have been. It's possible I mean, they were working numbers the day before, so Andy Lord 19:32 they weren't working appraisal numbers, they were working closing numbers. Al tot of that is, is figuring out taxes. Remember there were tax liens on this properties that had to be satisfied.	
	Defendant Rinaldi	19:41 Those are already, yup Andy Lord 19:42 but they had to be on this all. If you remember, we were down to the wire on that, because that's something with the Raymond board of selectman didn't meet in time, and they had to get an override. You probably remember when i	
956	Defendant Rinaldi	19:42 Yeah, no. I mean, yeah, Andy Lord 19:55 I had a closing yesterday We didn't get numbers until an hour before the closing. It's it.	
957	Defendant Rinaldi	19:59 But your not you know Andy Lord 19:59 But it's not as black and white as you think	

958	Defendant Rinaldi	20:00 no, I understand but you're not an appraiser, so you don't fully know if it could be done or not. Andy Lord 20:05 I don't know.	
	Defendant Rinaldi	20:05 Okay, so, but again, you guys, Andy Lord 20:08 but my experience in selling at selling several hundred houses is that these things would take weeks.	
959	Delendant Rinaldi	20:15 But You're saying, take weeks to adjust the escrow. Andy Lord 20:18 It would take weeks to reappraise	
		the property, reevaluate the property, get the report. It's not just the appraiser can just send a report and We all accept it. It then goes through underwriting. I don't remember what type of loan this was. I don't	
		remember who the investor was on this loan. They would have to approve it. Then it goes back to the loan	
960	Defendant Rinaldi	officer. We would have to agree, Drew would have to agree in writing. So it's not just a quick process. 20:42 I understand what your saying, but I just, Andy Lord 20:44 we're not talking about changing the color of	
961	Defendant Rinaldi	the paint	
962	Defendant Rinaldi	20:46 Well, you're talking about just one line item. So, Andy Lord 20:48 A line item it's got a 4 or 5 thousand dollar value	
		20:52 doesn't change anything. You'd have to agree, there was plenty of equity in the house, even if it was	
963	Defendant Rinaldi	the smaller house. I mean, obviously, I mean, the house is worth a lot more than what it was under contract for. Andy Lord 21:02 Was it worth a lot more in February of that year when it was supposed to have closed?	
		21:06 You're saying in March, it's worth 550,000 now you're trying to say it wasn't worth 385 in February. Andy Lord 21:12 I'm saying in November, when it was supposed to close, had it the value increased that	
964	Defendant Rinaldi	much?	
		21:16 You think it increased \$200,000 in four months? Andy Lord 21:21 I'm asking that when we went under contract, we established what the house was going to be in the scope of work. Yeah, and the intention this	
		was going to close November. I don't think it was worth much more than the contract price at that'll have	
965	Defendant Rinaldi	point, which is outlined by the appraisal that came in higher 21:34 for the original house, not that Andy Lord 21:36 It still came in for the house as finished, as you were	
		building it as we all knew that we were going to get as the original house or the updated house, the updated	
966	Defendant Rinaldi	house that we put undercontract We all knew we were going to get that. That we all knew we were going to get	
		21:49 You're testifying for everyone now I Andy Lord 21:49 That I knew we were going to get. Okay, that's	
		great. You know, if we're going to go off base here, I don't understand why we would have an email outlining the upgrades. I don't know why. I'd have a conversation with your agent saying, here's the upgrades that	
967	Defendant Rinaldi	were made by prevous buyers normal builders 22:07 don't pay, don't get compensated for upgrades. That's normal. Andy Lord 22:10 You got upgraded	
		\$10,000 over what the listed price was on the house So the Didonatos are you aware that he was one of my	
968	Defendant Rinaldi	best friends in high school? Is that relevant? 22:19 It is relevant because you guys use them as a you guys brought them up earlier, and you stated that	
		these, I made the changes with the Didonatos So they were paying 487,000 he was helping me build it, yeah,	
		but helping me build it as well. And a friend of mine, so you guys bring them up, and it isn't really Objection to testimony the test, yeah, I got i understand No, I got you. So you're stating this, but yet again, you chose not	
		to put an addendum you chose not to address it early on. Under the contract, we signed a contract clearly for	
		three bedroom, two and a half bath, 1900 square foot home and either way, both spec sheets, you'd have to agree more initials. So I mean, it's up to me whether they're included or not. So what was your the day of	
000	Defendant Rinaldi	closing? I mean, so just to pin this down, what do you what did you discuss with Drew? Andy Lord 23:13 Well, Drew's at the house all morning with you so we all had on the fifth.	
909	Derenuant Kinalui	23:18 Yeah, are you crazy on the fifth. I'm sorry. I'm so sorry. I'm so sorry. Drew is absolutely not with me on	
		the fifth. I swear to I mean, Objection your honor I know, I know. I'm so sorry. Okay, um, fifth, when you were at closing, what was, what was your what was it? What did you discuss with him in its entirety? So his idea of	
		what, why the closing didn't happen, and I'll leave it at that. Okay, Andy Lord 23:44 So at that point, the	
970	Defendant Rinaldi	discussion was you were not getting the money that you thought you wanted to get, and you were not coming to closing	
		23:50 that's what you would relayed to him okay, all right, fair enough. But nothing about the painting and	
	Defendant Rinaldi	paving. Andy Lord 23:56 I think that was already addressed in the escrows, that we already all agreed to	
	Defendant Rinaldi Defendant Rinaldi	24:01 Can you elaborate? Andy Lord 24:03 Did you not get estimates for all these escrows? Did you not? 24:05 yeah you told you. You asked me to Yeah.	
		24:08 So objection to testimony that's not a question.	
075	Defendant Rinaldi	24:10 Sorry, yeah. Anyways, keep going. So you were I cut you off. I didn't mean to. Andy Lord 24:18 So	
975	Delendant Rinaldi	through the appraisal, through this whole process, we knew there was going to be escrow, right? 24:24 Okay, yeah, okay, Andy Lord 24:25 you contacted, I forget who it was now in December, yeah,	
		estimates for the pavement, and it said asphalt. So we knew that. So we can argue all day whether it was supposed to be a gravel driveway or a paved driveway. Is very clear it was supposed to be a paved driveway	
976	Defendant Rinaldi	Everyone knew it was supposed to be a paved driveway	
977	Defendant Rinaldi	24:44 You say everyone knew, but the contract doesn't state that Andy Lord 24:47 What I was talking to you	
978	Defendant Rinaldi	24:48 I understand Andy Lord 24:50 the conversations we had with Drew and Susie at the time was, take it as is. You want to finish this yourself. Is it worth putting an end to this at that point Drew was like I'll take it as-is	
070	Defendant Rinaldi	25:01 so their original complaint states that they agreed to work with me after closing to complete those omissions. Andy Lord 25:07 You didn't come to closing. It never closed	
		25:09 again. Their original complaint states that, but that was not you're telling me. That's not what his	
	Defendant Rinaldi	understanding	
981	Attorney wonteleone	25:15 objection relevance. This isn't a party statement. 25:18 It's very relevant. I'm talking about their complaint. What they're telling me, I'm asking him if that's if	
982	Defendant Rinaldi	that's what his understanding was. Justice Daniel Billings 25:25 Why does that matter? 25:26 Well, it contradicts what their original complaint was about. I'm Justice Daniel Billings 25:29 So why	
983	Defendant Rinaldi	he's not a party.	
984	Defendant Rinaldi	25:32 Well he has direct knowledge Justice Daniel Billings 25:33 Objection sustained	
985	Defendant Rinaldi	25:32 I apologize I'm not trying to annoy anybody. I really not. All right. I'll keep going. now you're saying the paint escrow. There are issues with that, other than being completed, Andy Lord 25:51 It wasn't	
		25:51 okay, but you not a lawyer, so obviously that's something that because with the paving you stated Andy	
986	Defendant Rinaldi	Lord 25:59 Im not a painter, either. But I know it 26:00 you know, okay, but it's your testimony that the painting wasn't up to par. Is that what you're saying	
007	Defendant Rinaldi	Andy Lord 26:08 The painting wasn't completed on the exterior, Unknown 26:10 but on the fifth the painting was completed? Andy Lord 26:13 The painting was not completed on the 5th	
987	Scienadiit Kiildlul	26:15 Okay? All right. Now, did you direct me to get the did you tell me I need to get the estimates for the top	
989	Defendant Rinaldi	soil the paving and the painting? Did you direct me to say, hey, you need to get estimates so that's we can escrow. Andy Lord 26:37 Yeah, we're gonna escrow some you as the owner.	
		26:38 Yeah, no, I know, and I'm not being you know, but yeah, just okay. So when you direct me to you you	
989	Defendant Rinaldi	assumed, obviously, but you were interpreting the contract properly correct. Andy Lord 26:50 (Inaudible) 26:52 When you told me to get the estimates for X, Y and Z. You obviously assumed you were it was based	
	Defends 101 11	because you interpreted the contract correctly by telling me those things, Andy Lord 27:03 I was interpreting	
	Defendant Rinaldi Defendant Rinaldi	the contract that so the scope of work says that it's going to be 25 feet around the building loam and seeded 27:10 Yes, Andy Lord 27:10 it's going to be a blacktop driveway.	
551		27:13 Reason I'm asking, since I trusted that you you understood what you were saying. So when you told me	
992	Defendant Rinaldi	to get them I got them, I'm saying but you, on your end, you believe that what you were telling me was accurate? Andy Lord 27:23 I was going by, yes, I was going by. The scope of work,	
993	Defendant Rinaldi	27:26 what you read in the contract? Right? Andy Lord 27:27 Right?	
994	Defendant Rinaldi	27:28 Okay, which, again, is a legal thing, correct? Andy Lord 27:30 That I read the contract? 27:32 No. Well, you guys discussed that, you're not a lawyer and that these contracts are legal things. And so	
		when you said you're very safe, not to give legal advice. But here we are in your you know, we're discussing	
		that you are directing me to get X, Y and Z based on the legal interpretation. Andy Lord 27:47 No, I think you're going to different directions. Here we're going to talk about an escrow, which is to your benefit,	
		because you didn't have the funds or the time to do this. That is an avenue to get this to closing, to get it	
		done, and weather didn't permit it anyway, right? There were no asphalt plants open at the time. Couldn't spread loam in March, right? Okay, so I don't think that's giving any legal advice any different than if the	
995	Defendant Rinaldi	contract said it's supposed to have a tile shower and it has an acrylic shower.	
996	Defendant Rinaldi	28:14 Well, I mean, the wording of the contract and the gravel the top coat it was the base coat was me, the top coat was them. I mean, that's legal Andy Lord 28:21 When I buy gravel	
	Defendant Rinaldi	28:23 that's on the second spec sheet, correct? Andy Lord 28:26 No it's on both	
998	Defendant Rinaldi	28:27 That says blacktop but the heading of it, Andy Lord 28:28 it says driveway blacktop. So, if you go to Shaw brothers	
		28:32 I'll pull it up Andy Lord 28:33 and say you need a dump load of asphalt, a lot different than a dump load	
	Defendant Rinaldi Defendant Rinaldi	of gravel don't you agree. 28:40 I mean, I'm not here to testify, so yeah, but Andy Lord 28:46 You have been	
	Defendant Rinaldi	28:40 Finean, Fin hot here to testily, so yean, but Andy Lord 28:40 Fou have been 28:47 I know, yeah, you're right. So Are you still working for Matt Dibiase Andy Lord 29:07 No	
1002	Defendant Rinaldi	29:09 the Lord group is not no longer under the landing, Andy Lord 29:11 It's not	
	Defendant Rinaldi	29:13 really? Oh, okay, which is, when did that happen? I'm just curious	
1004	Autorney Monteleone	29:18 Objection relevance. Justice Daniel Billings 29:22 Objection sustained. 29:22 Yeah. Yep, all right, now the \$2,500 that you removed from your commission, right, that was done by	
100-	Defendant Bir	Matt or obviously with your, you know, obviously had to be with your consent, correct? Andy Lord 29:52 No,	
1005	Defendant Rinaldi	that's the agency share of my commission.	

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IN	1006	Defendant Rinaldi	29:56 Okay, so he did that on his own. Andy Lord 29:58 Yeah
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1043 Defendant Rinaldi 38:19 So the interest you're talking Andy Lord 38:21 and the rate lock all and the rate law. So was it that the full 3000 that you reduced it, or was it or somewhere in between? 1044 Defendant Rinaldi 38:22 and the rate law. So was it that the full 3000 that you reduced it, or was it or somewhere in between? all and you reduced it, or was it or somewhere in between? 1045 Defendant Rinaldi 38:10 Yaoh, so you guys didn't actually reduce your estimate. You just matched it to what it was an estimate, and then you match it to what actual anome who so add on the days that we an addendum this specified a anomut. all anomut. all anomut. 1045 Defendant Rinaldi all you (J'') guys reducing it, hough? Because Matt, let me find the message real quick so that we're all on the same page. I think it's the group it must be a group message. So I Okay, Justice Daniel all you was an eready what? Why is this important? 1048 Defendant Rinaldi 38:30 Nex, Now, We were you guys reducing it, Libugh? Because Matt, let me find the message real quick so that we're all on the same page. I think it's the group it must be a group message. So I Okay, Justice Daniel all you 1048 Defendant Rinaldi Billings 39:91 site in the same page. I think it's the group it must be a group message. So I Okay, Justice Daniel Billings 39:32 He just Toldi you 1049 Defendant Rinaldi guardit part were all on the same page. I think it's the group it must be a group message. So I Okay, Justice Daniel Bil		Defendent C'	
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40:35 So you guys are already there, removing his belongings prior to the sheriff even coming nevermind I'm			the on the fifth, when you guys came to the house after a closing fell through that was to get, obviously, Drew
4U:55 So you guys are aready there, removing his belongings prior to the sherift even coming nevermind I'm 1052. Defendant Rinaldi not gonna do that again. I think I'm good. Actually, Justice Daniel Billings 40:57 redirect.	1051	Defendant Rinaldi	
· · · · · · · · · · · · · · · · · · ·	1052	Defendant Rinaldi	vu.23 23 yuu guya area aneauy titert, removing ins benorganga prior to the sterin event coming Revermind r m not consid of that again. I think if m good, Actual Billings 40:57 redirect.
	-332		

		40:58 Mr lord can I follow up on some of the questions that you were just asked. Can I refer you to exhibit four? Corrected spec sheet did exhibit four change the terms of the contract that the parties understood that	
	Attorney Monteleone	they agreed	
	Defendant Rinaldi Attorney Monteleone	41:39 Umm exhibit four. He said, 41:41 Yes	
		41:44 sorry.	
1057	Attorney Monteleone	41:49 Is it is it common to prepare an addendum? Is it common to prepare an addendum for something that is not necessarily a change. Andy Lord 42:02 No	
		42:03 I suppose an addendum is one way to incorporate additional documents in Andy Lord 42:09 correct	
1050	Attornov Montoloono	42:13 but in this case, what was your understanding of the origins of exhibit four Andy Lord 42:21 origins? My understanding was that Mr. Rinaldi provided it. This was the updated scope of work for the house to be built.	
1039	Actorney wonteleone	42:29 And upon your review of it, what was your What was your conclusion about whether it accurately	
1060	Attorney Monteleone	reflected the build that Mr. Rinaldi had described he intended to build, and what, what your client had expressed he intended to buy, Andy Lord 42:45 This was exactly what he intnded to buy	
1000	Actorney wonteleone	42:51 and in what way did that correspond with what you actually saw Mr. Rinaldi building. Andy Lord 42:57	
		This was very good representation of what was being built,	
1062	Attorney Monteleone	43:00 more so than than the erroneous spec sheet that was originally attached 43:05 objection. calling it erroneous. I mean, now hr I don't know how it's erroneous Justice Daniel Billings	
1063	Defendant Rinaldi	43:13 Objection sustained. The question was leading	
		43:13 Please, can I if I could refer you to exhibit 13? Now you referenced on your cross examination an estimate that had been prepared. What is exhibit 13? Andy Lord 43:51 It's an estimate for paving the	
	Attorney Monteleone		
		43:56 Where did exhibit 13 originate? Andy Lord 43:59 Mr Rinaldi gave it to me 44:00 And What is it? Andy Lord 44:04 It's a asphalt driveway estimate for 160 by 10 foot driveway.	
		44:08 And is this that consistent with the with the driveway that the contract, in this case, contemplated,	
1067	Attorney Monteleone	Andy Lord 44:10 This is consistent with what we expected to be there, 44:25 and was, was this? What was the exhibit 13 estimate? What was ultimately relied upon in in the escrow	
1068	Attorney Monteleone	calculation? Andy Lord 44:38 Yes	
1069	Attorney Monteleone	44:43 at any time Mr. Mr. Rinaldi say, No, I don't have to do that when he, when he obtained or provided you with exhibit 13 Andy Lord 44:51 No	
		44:52 Can I object this exhibit 13 is, is new material, unless I can recross. it wasn't discussed in your original. I	
	Defendant Rinaldi Attorney Monteleone	could be off. 45:05 It was discussing cross Justice Daniel Billings 45:07 objections overruled	
		45:11 And since we're here discussing exhibit 13, ask you is, is exhibit 13 a true and accurate copy of the file	
		that you received from from Mr. Rinaldi for the estimate Andy Lord 45:22 Yes 45:24 I'd move admission of plaintiffs 13. Justice Daniel Billings 45:27 Any objection	
	Defendant Rinaldi	45:35 No	
		45:35 I also refer you to exhibit 17, just as a bit of housekeeping. Given the conversations that you had, Mr. Rinaldi's questions confirm that exhibit 17 is is at least the portions of the text message that are included in	
		Exhibit 17 are true and accurate. Copy of the communications you had with Mr. Rinaldi between line one and	
		line 73 Andy Lord 46:06 Yes 46:07 I'd move for admission of plaintiff 17,	
	Defendant Rinaldi	46:10 I would like to add whatever's missing there. So we have a complete document	
		46:14 this is your exhibit B, from your summary judgement	
		46:18 No, I understand. I just do you know the dates it's from? I think it's just, 46:23 it's your exhibit B, Mr Rinaldi.	
1000	rationicy monteleone	46:25 No, I understand. I know it's my exhibit B, but it's not a complete series of text. It'd be nice to add the	
1081	Defendant Rinaldi	remaining of the text to it. Justice Daniel Billings 46:32 You have exhibits that you want to add. In your case, you can.	
	Attorney Monteleone	46:35 It would be nice to receive other texts if you have if you have other texts. I think this case, I would be	
		46:41 Yeah I mean, I'm more than happy to send them, Justice Daniel Billings 46:48 Objections overruled it's	
1083	Defendant Rinaldi	admitted 47:04 you would also discuss the rate lock being reduced, if I can refer you to again, to plaintiffs 11. Now, we	
1084	Attorney Monteleone	had said before that it's that line to the seller, credit is referenced, the rate lock Andy Lord 47:26 correct.	
1085	Attorney Monteleone	47:27 Now is there? Is there another document that identifies that that number was was reduced, exhibit 12. So this is looking at exhibit 12. Exhibit 12. What day was exhibit 12? Issued Andy Lord 47:48 On the 5th	
1086	Attorney Monteleone	47:49 and forgive me to clarify what is 12 relative to to exhibit 11. I Andy Lord 47:55 It's the updated Alta	
		47:59 And so where, where do you identify that the rate lock was reduced. Andy Lord 48:05 The seller credit	
1087	Attorney Monteleone	is reduced Justice Daniel Billings 48:07 from seven, 7000 to 4000 then change, Andy Lord 48:11 yes, 48:12 7392 to 4625 okay, and did you have, did you have any any obligation to give anything less than the	
1088	Attorney Monteleone	precise dollar amount that was identified in the rate lock addendum? Andy Lord 48:31 No,	
1089	Attorney Monteleone	48:33 so at this stage of the proceeding, why did you agree to do that Andy Lord 48:42 at this stage? The second alta statement, a lot got reduced here. We were just trying to ge it to close	
		48:50 now, similarly, you would, you would testify about communications, or you were asked about communications you had with the lender in trying to get it to close. In that respect, what was, what was the	
		purpose of of your questions, the lender and your your representations, the lender regarding, regarding the	
		paving, Andy Lord 49:19 my purpose of it was to at that point, Drew was willing to forego that if we could still close this. So we were trying, essentially, whatever money we could to give to Mr. Rinaldi to entice him to	
1090	Attorney Monteleone	come close 49:35 Alright And is that because you believe that that Mr. Pierce was in the wrong, that something had been	
		done wrong in terms of what was withheld from these escrows that were withheld from Mr Rinaldi's	
		proceeds. Andy Lord 49:47 Absolutely not Being out of work 1:17 Well, did you have any success in in relocating to Maine? Drew Pierce 1:23 No,	
		1:25 why not. Drew Pierce 1:25 You , at the time, after everything was said and done, everything for me and	
		my whole world was kind of in shambles, as you know, from being out of work for so long and trying to move everything and get back, I just had to go back to the cape to try to get back to work, try to reestablish my life.	
1093	Attorney Monteleone	I didn't have any more time to pause my life with that. Meeting on site	
		6:04 how did Mr. Rinaldi present his his building plans? Do you he presented it exactly like this photo, okay, did he describe some of the the features and the amenities that he planned to build, Drew Pierce 6:201	
		believe so, yes, I mean, we talked about a lot of things, and, you know, my kind of gave him the the freedom, as far as you know, like, I'm not a builder, I'm not a construction worker. I work with metal. So I was like,	
		Yeah, you know, I trust your judgment. Let's make this place Beautiful. Okay? And that was kind of where we	
1094	Attorney Monteleone	went. 6:39 What did he tell you about his plans to develop this, this room above the garage. Drew Pierce 6:46 He	
1095	Attorney Monteleone	had told me that he was going to finish it	
		6:49 in what context can you tell me? Just elaborate upon that, that conversation that you had with him Drew Pierce 6:54 . Yeah, he said that the bonus room above the garage he wanted to finish and do the same	
1000	Attorney Montala	flooring and all that as that's the rest of the house. From what I understood, he told me his intentions with	
1030	Accorney Monteleone	this home were to take photos of it, have it kind of be his model home for his new business. 7:14 Did at that time, did you perceive that what he was describing to you was was different than the build	
1097	Attorney Monteleone	that he had originally listed for Sale. Drew Pierce 7:26 No, I don't think it was different. Okay,I'm a little confused by that.	
		7:34 So in other words, did you perceive that the build that he was describing to you included four bedrooms	
1098	Accorney Monteleone	instead of three bedrooms, Drew Pierce 7:42 that's was I it was supposed to have the four bedrooms. 7:46 And were you aware that there was a time previously that he had contemplated a design that was only	
1099	Attorney Monteleone	three bedrooms? Drew Pierce 7:52 Yeah, saw the other the first, if you look on the page of the first spec sheet, everyone thought it was at three bedrooms and the house that I was buying was four bedrooms.	
	,	7:52 Okay , so with that, were you able to observe differences between what you had perceived as kind of the	
		old version of the build and what Mr. Rinaldi was telling you he was actively building at that point in time, in August of 2020, Drew Pierce 8:22 yeah, I mean, from the first one to the second one, there's clearly the gable	
1100	Attorney Monteleone	on the roof is different. Space above that the porch. Offer price 9:30 So what was your What was your understanding of Mr Rinaldi's Asking price? Drew Pierce 9:39 He was	
1101	Attorney Monteleone	asking 385 for the house, and I offered him exactly what he was asking for.	
		9:46 What was it that was it? Was there any discussion about what 385 represent? So do you want to strike that question ask a different way. Were you presented with the option to. Buy one of two designs, no or the	
		ability to make substantive choices about you want this, this thing versus that thing. How was, how is it actually presented? Then, I mean, if it's not, what I'm trying to understand is, if it's not a choice, how was it	
		presented to you? How was the home presented to me? Drew Pierce 10:26 I mean, it was presented exactly	
1102	Attorney Monteleone	as what's pictured right here. 10:33 So when you put in an offer for this one, always asking price, what did you understand that you were	
1103	Attorney Monteleone	buying, Drew Pierce 10:42 I thought I was buying this four bedroom from these second spec sheet DREW DOESN'T KNOW WHY UPDATED SPEC WASN'T USED	
-105	,	12:17 Now in the course of, in the course of preparing an offer or meeting with with Mr Rinaldi, did you ever	
1104	Attorney Monteleone	direct Mr Rinaldi that you would prefer the old design something different than what he explained he was he was intending to build, Drew Pierce 12:40 no	

		12:42 What was your, what was your, your understanding, what was happening with the with the spec sheet	
1105	Attorney Monteleone	that was included in the exhibit two contract Originally, Drew Pierce 12:59 one more time,	
		13:00 what was your understanding of of the spec sheet that was included? In other words, what, what role it	
		played in, in the the broader in the building plans, given that Mr. Rinaldi had expressed his plans to build something different, Drew Pierce 13:20 I don't really know how to answer that. I'm sorry, DIDN'T REQUEST	
1106	Attorney Monteleone		
		18:18 So, as you know, after you're under contract, did you request any changes? I know you described	
		having a, you know, giving him a lot of latitude, but did you, in fact, circle back and request changes? Drew	
1107	Attorney Monteleone	Pierce 18:31 No, Rate lock	
1108	Attorney Monteleone	19:36 Were there issues at that point in time, did you have issues with your expiring mortgage rate? Drew Pierce 19:43 I did	
		19:45 what was going on there?	
1105	rationicy monteleone	21:18 . So who ultimately was asked to make that payment, and did, did Mr. Rinaldi agree to make that that	
1110	Attorney Monteleone	payment? Drew Pierce 21:31 Yes.	
		21:33 What was your understanding of why? Drew Pierce 21:35 My understanding of why was just because	
		we were so far behind, we were behind schedule. So, you know, it was kind of, I was kind of at the mercy of,	
		you know, him finishing the project so that I could keep my interest rate. So he agreed that he would cover	
1111	Attorney Monteleone	21:57 I'd like to turn to discuss the possession prior to closing addendum, what was going on that that	
		necessitated your taking some possession of the property in order to store property, your belongings there.	
		Drew Pierce 22:13 I mean, I had had my my whole current residence had been packed up since November,	
		since the original closing. And I, you know, it was really, really running out of time at that point, when it came	
		to march and I had to get my stuff somewhere, I was a lot that was in a shipping cloth on my property. So I	
1112	Attorney Montoloone	was paying, paying daily, half the shipping cost on my property, full of my stuff. I just ran out. PIERCE Day 3 - I DON'T RECALL I KNOW I HAD ZERO INVOLVEMENT WITH THOSE CONVERSATIONS.	
1112	Attorney wonteleone	when we first met at the property and we were discussing, you know, what I'd like to do with it and this and	
		that before you made an offer. We all like having, you know, Good talk, because obviously this house is,	
		again, not cookie cutter. Sorry, you had mentioned you don't care if this takes till next year long since built,	
	Defendant Rinaldi	right? Do you remember us having that conversation when you very first met,	
	Plaintiff Pierce	I don't recall specifically saying that, yeah, I could have,	
	Defendant Rinaldi	Got you	
1116	Plaintiff Pierce	that conversations for many years ago, Things shared in you know also wash the question was, an corey he acked you who caused the ware you	
		Things changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know,	
1117	Defendant Rinaldi	so you weren't aware if	
	Plaintiff Pierce	I wasn't involved in any of those conversations, they were back and forth with you	
	Defendant Rinaldi	So Matt, so was when Matt was screaming at me, you weren't	
	Plaintiff Pierce	I don't believe I was even present for that. I don't, believe Matt was even at the office	
	Defendant Rinaldi	okay, oh, really	
	Plaintiff Pierce	I don't recall. I know that I had zero involvement with those conversations.	
	Defendant Rinaldi	Yeah, I got you.	
	Plaintiff Pierce	I was just at the closing table Closing - Agent making concessions	
		24:30 I'd like to turn and discuss the events that were surrounding Closing, when was when was closing?	
		Schedule, originally, ultimately, ultimately, Drew Pierce 24:49 I believe it was March 4. March 5. I know it's in	
1125	Attorney Monteleone		
1120		24:53 So when did you first learn that? Mr. Rinaldi had had objections to closing, to falling through on the sale	
1120	Attorney wonteleone	Drew Pierce 25:08 the morning of closing. 25:13 How did you respond to that? Drew Pierce 25:16 I was obviously upset. I didn't really know what to do.	
1127	Attorney Monteleone	It was kind of kind of in shock, but not entirely sure.	
		25:27 Now, did, did you talk with your agent about trying to find, trying to see if there was some concessions,	
		like some way to kind of help? Yeah, help satisfy him. What did those entail Drew Pierce 25:40 we were just, I	
		mean, we were all kind of trying to bend over backwards to make it happen. As far as I know that Andy and	
1129	Attorney Monteleone	they had waived some, some of their commission and whatnot, they were trying to do everything they could to get me into the house	
1120	Attorney wonteleone		
		25:59 Now were you doing those things? I mean, were those, were those kind	
		of concessions happening because everyone recognized that that Rinaldi, Mr.	
	Attorney	Rinaldi was was, was correct about his objections to Drew Pierce 26:14 Say	
1130	Monteleone	that again,	LIE * See 1341
1129	monteleone		
		26:15 were those concessions happening because everyone agreed that you were wrong and Mr. Rinaldi was	
		26:15 were those concessions happening because everyone agreed that you were wrong and Mr. Rinaldi was right. Drew Pierce 26:21 No.	
		26:15 were those concessions happening because everyone agreed that you were wrong and Mr. Rinaldi was right. Drew Pierce 26:21 No. 26:22 Why did they happen? Drew Pierce 26:23 They happened because I think everyone thought I was right	
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		43:23 How much time did you spend looking after this? One fell through. Drew Pierce 43:28 Yeah. I mean, I	
		had been looking continuously after that. I just started. You know, there wasn't much available. I was a bit	
	Attorney Monteleone Attorney Monteleone	discouraged. 43:40 Was there a point in time that you did you called off the search? Drew Pierce 43:48 Yeah,	
		43:49 when was that? Drew Pierce 43:51 It's a probably within a couple months of this one.	
1155	Attorney Monteleone	43:59 And to any knowledge of how real estate prices have have evolved since then, since spring of 2021 Drew Pierce 44:09 Yeah, they've continued to climb. QUIT JOB	
		44:16 Looking at it broadly, how has this experience affected you? Drew Pierce 44:21 Oh, man. Oh. Man, its	
		been terrible. It's been really hard. I apologize getting emotional. Spent four years in the making here. It was really tough. You know, I stopped working my girlfriend and just to go right back to where we started. I'm not	
		sure if I can say, I don't know. I. Apologize,	
1157	Attorney Monteleone	46:08 and was, is your fiance joining you in this, in this adventure? Drew Pierce 46:15 Yes, 46:15 and ohow did she prepare for the change. Drew Pierce 46:23 She quit her job to come up here with me	
1158	Attorney Monteleone	and kind of the same, prepared pretty much the same way I did. She left her job. I thought so. 47:27 how do you how would you characterize your your experience? Have you been able to to you felt	
1159	Attorney Monteleone	stuck? Drew Pierce 47:36 Yeah.	
1160	Attorney Monteleone	47:37 Can you elaborate on that? Drew Pierce 47:43 I felt like it just put me so many steps back that it was and I'm just trying, still trying, to pick up the pieces. I'm kind of stuck where I'm at	
		48:00 no further Questions. Drew Pierce 48:05 I apologize for emotional Rate Iol	
		49:20 the rate lock when you said it's something, I agreed to pay it. I'm guessing Andy had relayed that to you correct Drew Pierce 49:43 to my knowledge, I would say, so yeah, I honestly don't know. I haven't spent a	
1162	Defendant Rinaldi	while, BUILDING ALONE	
		49:55 but you were obviously, I mean, I think early on, I think everyone. On me that I was building it pretty much alone. I mean, that was, I don't know if you knew right away, but I know that it was pretty apparent	
1163	Defendant Rinaldi	pretty quick. So is that fair to say as well? Drew Pierce 50:10 Yes Price wasn't talked about 50:12 When the day you did come to the house, first time we talked and we were talking about different	
		things, which that's everything you said up here. I mean, pretty much is the truth. I appreciate that. I really	
		do. But at that point we hadn't discussed price. That was all kind of hypothetical, like, because we were just talking. It was a good conversation. You guys are good people and so but at that point, you hadn't put an	
1164	Defendant Rinaldi	offer. No one had price been talked about? Correct? Drew Pierce 50:40 I hadn't put in an offer, yeah. Doesn't recall if he discussed wanting 4th bedroom with AAnsh	
	Defendant	50:42 we didn't talk about anything like price wise or stuff like that, Drew	
1165	Rinaldi	Pierce No	
		because really, it was kind of a it wasn't on the market. So it was kind of like you guys had kind of exclusive, you know, your only person put an offer because I didn't really want to relist it. So, so yeah, but we did talk,	
		and, you know, everything we said is true, and you mentioned that you kind of gave me free rein, which is the	
		truth. So that day, I said to you, I want to do what I can. But, you know, obviously budget is, you know. So after that, it started to change with Andy. What was your conversations with him like when he was, you	
		know, I had conversations with him, and he'd be tough sometimes. I mean, he's good at what he does, yeah, and he's trying to negotiate the best price for you. I get that. But at the same rate, what were your	
		conversations with him about? Like, did you ever say I definitely want that fourth bedroom? Or was it	
		something where, like, if you can't afford it, that's fine, or was there any conversations about that fourth bedroom with him? Drew Pierce 51:39 Not that I recall. Highly unlikely Do you ever see that highly unlikely	
		especially with someone like him and Matt, with so much experience, it's kind of obvious that wasn't going to	
		get done by November. So did he ever bring that out there, you know? Drew Pierce 52:24 I mean, I don't	
1166	Defendant Rinaldi	recall specifically. I mean, I it could have been said in passing, no, Moving truck your intentions to go there was to get your stuff Correct, Drew Pierce 53:14 yes	
		53:15 because you already had moving truck prior, right? Drew Pierce 53:17 I got the moving truck after you	
1167	Defendant Rinaldi	didn't show up close, okay, scrambled to get that at the last 53:23 Okay, yeah, I'll take your word for it. I mean, Andy did say you got to move truck in the text earlier that	
		day. But I'll take the word for it. Under the gun after the closing fell through, you knew I had a loan, and	
		obviously I was under the gun that way. I need to get it sold to pay the loan, correct Drew Pierce 53:49 I know Lincoln capital. Urgency I'm saying with James, like saying, hey, you know, knowing that I am under the gun to	
		get this I gotta get this thing, if I must tell you, I gotta get it sold. So you guys have any discussions about the urgency or anything like that? Drew Pierce 54:31 Not that I recall. Okay, I'm not entirely sure. DREW HAD NO	
1168	Defendant Rinaldi	CLUE ABOUT NEGOTIATIONS	
		54:34 No, I got you, um, obviously on the we've discussed this deposition and on the fifth, you mean, you weren't fully they weren't. You weren't fully informed by the realtors of what actually was going on fully. I	
		mean, it seemed like they kind of, I don't know why, but it seemed like they just told you that I wanted more money, and didn't really get into too much detail. Is that correct? Or could you. Elaborate on that. Drew	
1169	Defendant Rinaldi	Pierce 55:00 I mean, at that time, there's a lot going on. Yeah, I really don't have a straightforward answer.	
1170	Defendant Rinaldi	55:09 That's fine. Drew Pierce 55:10 Everything was kind of old. 55:11 I totally get it, and I do, I do. I feel free, man, I really do a lot. I mean, I was sleeping in my van, so I feel	
		it. It was a lot I think we both got screwed on that one. So on March 4, man, I just So prior to March 4, Matt	
		was trying to get money for me, and you guys were talking to the bank about reducing RMS. Was there any discussions about why that was happening? Like, were they saying because I wanted more money? Did they	
1171	Defendant Rinaldi	say the basis? Because that was before the painting paving came out, Drew Pierce 55:45 not that I recall. 55:47 So you might not even, you might not even have told you what he was doing with the RMS thing. Drew	
1172	Defendant Rinaldi	Pierce 55:52 It doesn't sound familiar,	
		55:53 okay. Now the fourth after Matt had compensated some I demanded that, you know, pay me painting. He said he called you guys. He didn't say called Andy he said he called you guys. Did he call you guys on the	
		fourth Matt? Drew Pierce 56:11 Matt, yeah, I believe I spoke with him, yeah. And did he I through this whole	
1173	Defendant Rinaldi	entire process? I only spoke with Matt. I believe that one that one day, yeah, was very brief, yeah, and he was saying, I was memory, sorry, any interaction with him at all? Okay, very, very brief, yeah,	
1174	Defendant Rinaldi	56:29 he wasn't really involved at all. I mean, he was, it was Andy, really, so Matt wasn't. Do you remember what he was saying, or what I was demanding, or anything along those lines? Drew Pierce 56:37 No,	
		56:39 okay, all right, so he called me back saying that they're refusing to remove it. That was probably	
1175	Defendant Rinaldi	something he said, not something that you actually said, Drew Pierce 56:49 Yeah, I mean, whatever he said, you know, yeah, said to you, I have a clue. Delays common sense	
		57:58 Would it be fair to Andy ever discussed with you, like, you know, all the factors going on why it would be difficult for me to be able to finish it? I get that you had made plans and things got delayed. But did Andy	
		ever say to you, hey, you know, with covid and everything, this might take a lot longer than you know, we're	
1176	Defendant Rinaldi	hoping, Drew Pierce 58:22 I mean, I don't specifically remember a time saying that, but, I mean, it's was kind of at the time, was almost common sense thing.	
1177	Defendant Rinaldi	58:30 Yeah. I mean, you look around, what was going on. No. I mean, everyone knew that things were delayed. MARCH 5th MEETING	
		58:30 were you aware of March 5 meeting between the bank Matt and I? Were you aware of that meeting	
1178	Defendant Rinaldi	that was taking place? Drew Pierce 59:00 Not that I recall. I know there was things going on. 59:04 Yeah, at one point, Matt said he's leaving to call you about escrow. Do you remember getting called	
	Defendant Dir. 1."	from him or him calling Andy On that day, Drew Pierce 59:15 like I said, the only time I recall speaking with	
1179	Defendant Rinaldi	members that one guy on face to face. Wait till Monday No, no. I never had an issue with you doing that. So I did Andy ever tell you that I was offering to wait till	
1180	Defendant Rinaldi	Monday to try to work it out? Drew Pierce 1:04:50 I mean, I've seen the text message at the time. I don't remember if they got you there was a lot of chaos.	
		Yeah , I know it was crazy Drew Pierce 1:04:59 for me to you know. To remember specfic details. Missing	
1181	Defendant Rinaldi	money Yeah, no, very hard, no, no. And you, I think you said this before. You weren't aware that all that money had	
1182	Defendant Rinaldi	been kind of gone. You had no idea any of that. Drew Pierce 1:05:11 No, As is	
1183	Defendant Rinaldi	I got you. And again, you guys were agreeing to take the house as Is that correct? Drew Pierce 1:05:19 Yeah, DAY 3 TRIAL DIRECT EXAM DREW PIERCE Andy lied	
		3:02 Andy Lord previously testified that he didn't tell you what, you know, why the closing fell through? When did he tell you? When the closing fell through When you didn't show up to closing is when the closing fell	
		through he said he didn't tell you about the paving and all that when he testified. Yeah, for some reason he	
		didn't, I'm not sure why, but he did testify that he did not tell you why I didn't close and your original complaint didn't have the paving in it, so I'm assuming that's why. So was it after you found that that he told	
1184	Defendant Rinaldi	you it was the paving. 3:49 I don't quite understand what you're asking. I mean, I know the closing fell through because you didn't	
1185	Plaintiff Pierce	show up. I don't quite understand what you're asking.	
		3:59 Your original complaint doesn't mention paving and he on the stand, said	
	Defendant	that he didn't tell you about the paving that day, that he didn't you know. He didn't tell you why. I didn't close so he didn't tell you that day when you were	
	Rinaldi	there with him. I'm just wondering when he did tell you, at some later date.	
		I don't know Wow WOW UODATED SPEC NOT PART OF CONTRACT	
		says the contract included a detailed spec sheet that identifies the particular specifications of the single family	
1188	Defendant Rinaldi	residence that defendant Rinaldi and seven construction have promised to construct pursuant to the contract. The residency contract at seven to 18 objection.	

		6:04 Your Honor, this line of questioning is appears to be addressing a prior a prior statement by Mr. Pierce,	
		but there's been nothing shown that there's an inconsistency with a prior statement.	
	Defendant Rinaldi Attorney Monteleone	6:14 I mean, this is under oath. We have 6:18 an established looking I in. Justice Daniel Billings 6:23 Okay, what are your questions	
1151	Defendant	6:25 So I'm asking him this. There was no complaint. Okay, yeah, so this spec	
1192	Rinaldi	sheet that he does reference is not the updated spec sheet, so	
	Plaintiff Pierce	6:51 I'm on page three. Line 12. Yeah,	
	Defendant	7:10 so plaintiff identifies the contract in your original complaint. Why didnt	
1194	Rinaldi	you guys use the updated spec sheet on that not the first spec sheet? I I	
1195	Plaintiff Pierce	ask the question more time. Mike,	
	Defendant	so that spec sheet, if you go into the contract, attach, this is the first spec	
1196	Rinaldi	sheet, not the updated one that you guys have been talking about.	
1197	Plaintiff Pierce	Okay,	
		so when you filed you filed a complaint, why didn't you guys use the updated	
	Defendant	one that you guys have been indicating is the, you know, the primary one that,	
1198	Rinaldi	l mean,	
1199	Plaintiff Pierce	Mikey, I was buying what you were building.	
		7:51 I don't quite understand the question you're asking me. I mean, the house	
1200	Plaintiff Pierce	you're buying what you're building.	
		7:58 Yeah I said just when you guys filed a complaint, I would think you'd use	
		the updated spec sheet in the complaint, because your argument is that that's	
		the that's the one that's binding, that's the one that was supposed to be used,	
	Defendant	and that's when we agreed to and whatnot. But instead, you guys chose to use	
	Rinaldi	the first spec sheet. I was just trying to figure out why, why that was,	
1202	Plaintiff Pierce	I don't know.	
		additional problems with the complete instruction were identified, including construction code violations and material deviations from the contract spec sheet regarding use of premium construction materials in certain	
		locations, such as exterior diet interior wood floors for substitute and lower cost replacements. Can you	
1203	Defendant Rinaldi	elaborate on that? What you witnessed t	
		11:00 was not up to par, that was tons of things that were not up to par. I	
		mean, I provided photos of all of those things. There was lights hanging out of	
		holes in the ceiling. There was unfinished things. I had to have HVAC	
		companies come in and check work, because things were not done up to code	
		and things were done improperly. Do	
1205	Defendant Rinaldi	11:19 you have any Have you presented any evidence? Have you guys sent any evidence of that?	
1200		11:23 Not that I recall. I'm not sure I might have I presented all the photos of	
1206	Plaintiff Pierce	many photos of things up around the house. 11:33 I mean, you're seeing new construction as well. Yeah, so kind of comes together like that. But no, I just	
		just wanted to cover that one, because there wasn't code violations on the house so, but I just, I appreciate	
1207	Defendant Rinaldi	that	
		Line 29 is where Andy says, "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 sale. So that was obviously your	
		understanding the day of closing, and what Andy had just basically said to you	
1208	Defendant Rinaldi	regarding why I didn't close.	
		12:11 Yeah you wanted more money. That's what I gathered from the whole	
1209	Plaintiff Pierce		
1210	Defendant Rinaldi	Did you because did you keep Andy and try to look for other houses? Or did you get a new realtor to look for other houses	
	Plaintiff Pierce	16:10 after sale fell through?	
1212	Defendant Rinaldi	Yes	
		I just continued to look online and buy my on my own and there was nothing	
	Plaintiff Pierce		
1214	Defendant Rinaldi	Yeah. Gotcha. I don't want to waste a realtor's time. It's as we just seen happen, you know, I don't want to waste anybody's	
1215	Plaintiff Pierce	time. Time is money for those guys.	
404-	Defendent Di Lili	16:27 Yeah, it's true. So just very, you know, looking seeing what's available and there wasn't a ton of	
	Defendant Rinaldi Plaintiff Pierce	inventory. There were some homes, but okay, and no actual attempts to purchase, obviously. 16:40 No, at that point, no	
	Defendant Rinaldi	25:53 so we previously testified that he didn't ask for. Is that accurate,	
	Plaintiff Pierce	25:59 that I didn't ask for upgrades. Yes, no, I didn't ask you for upgrades.	
1220	Defendant Rinaldi	26:03 So not the drywall in the garage, and asked to have the drywall completely done in the garage.	
		26:09 When you were building this house, we had a discussion where I had asked you about what was going to be done in this house, and Leave you freedom. This is what I'm huving. This is what you're building. Trust	
1221	Plaintiff Pierce	to be done in this house, and I gave you freedom. This is what I'm buying. This is what you're building. Trust me, I don't recall right now physically asking you extra part.	
100-	Defendent C'	26:30 Honestly, it was never you. Was always Andy that asked me, not once was it you. It was always Andy, so	
	Defendant Rinaldi Attorney Monteleone	But nonetheless, your testimony is that you've never requested any upgrades at any point, 26:43 asked answered by Mr. Rinaldi's only save it	
1223		26:43 asked answered by Mr. Rinald's only save it 26:47 so moving the pipes in the basement. Justice Daniel Billings 26:57 What are you talking about? You can	
1224	Defendant Rinaldi	order. So I,	
		27:00 I don't really want to get into why, just because I respect for him, but he wanted me to move the pipe so they weren't hanging if I drilled through, to put them through the ceiling, so that they weren't in the way,	
1225	Defendant Rinaldi	so he could have maximum	
1226	Plaintiff Pierce	27:14 I believe I did ask you about the pipes. I didn't think they were in yet. I could be incorrect. I I'm trying to remember. like	
	Defendant Rinaldi	27:21 I said, I not trying to beat you up. Unknown 27:26 I did it, yeah, keep it going.	
		27:34 Well, I mean extra work again, I want to testify, but I think Andy just was overzealous or something. I'm	
	Defendant Rinaldi Plaintiff Pierce	not sure	
1//4		27:41 all the pipes being in yet. They may have been, I don't think they were. What	
	riamum elerce	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to	
	riamum eierce	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you Know, which you know, obviously it's additional work. Didn't demand escrow So Did you state at any	
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1230	Defendant Rinaldi Plaintiff Pierce	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you Know, which you know, obviously it's additional work. Didn't demand escrow So Did you state at any	
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1230 1231	Defendant Rinaldi Plaintiff Pierce	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you Know, which you know, owbousky it's additional work. Divin' demand escrow So Did you state at any point that you to Andy, or anyone that you know you didn't agree that the paving should be removed from escrow Can you ask the question again the paving so during, the story changed to this one about the paving, saying	
1230 1231 1232	Defendant Rinaldi Plaintiff Pierce Defendant	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you Know, which you know, obviously it's additional work. Didn't demand escrow So Did you state at any point that you to Andy, or anyone that you know you didn't agree that the paving should be removed from escrow Can you ask the question again the paving so during, the story changed to this one about the paving, saying that you had every right to require it. Is there any evidence of that? And did	
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1230 1231 1232 1233 1234	Defendant Rinaldi Plaintiff Pierce Defendant Rinaldi Plaintiff Pierce Defendant Rinaldi Plaintiff Pierce	27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you know, which you know, ovbivoski yit saiditional work. Divin' demand escrow So Did you state at any point that you to Andy, or anyone that you know you didn't agree that the paving should be removed from escrow Can you ask the question again the paving so during, the story changed to this one about the paving, saying that you had every right to require it. Is there any evidence of that? And did that happen? 30:23 I had every right to have the paving, It was in the spec sheet. 30:27 I understand, but I'm saying during anytime, did you demand that that be included? 30:31 I don't recall. Okay.	
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		31:09 so justice O'Neill said he told them to turn it over. They didn't turn it	
		over, and then he said, I can at trial. I can argue that it hurt me, and I can bla	
		bla bla basically bring it up. So, Justice Daniel Billings 31:21 I mean, yeah, he	
	Defendant	hasn't even asked a guestion yet. So the objection for now is overruled you	
1238	Rinaldi	can ask your question.	
		31:29 So originally it was said that you lost your phone I believe, and then it was that you delete text. Can you	
1239	Defendant Rinaldi	just elaborate on why you're unable to provide those?	
1240	Plaintiff Pierce	31:38 I simply didn't have the messages. I went through everything I could to recover those. I got a new cell	
	Defendant Rinaldi	phone. I think I actually got a new phone number as well, and I couldn't recover those text messages. 31:50 But knowing that you're going to file a lawsuit right away,	
1241	Derendanternindiar	31:52 At the time, I didn't, I didn't think about, I mean, it was months had gone by before someone asked me	
1242	Plaintiff Pierce	for those messages	
		32:00 I understand but on March 5th when it falls through that weekend you decide to get an attorney	
1243	Defendant Rinaldi	problem, guessing, just largely thinking you're probably going to want to use your evidence for their lawsuit. You did that. Didn't	
		32:15 I didn't click Mikey, I didn't think that was going to be evidence. I've never done any of this if look at my	
1244	Plaintiff Pierce	phone right now conversations I don't need my messages in my phone. Conversation. I typically delete it.	
1245	Defendant Rinaldi	32:31 Now Andy, I guess he said he tried to get a hold of the message from Andy. Said that Andy was no longer involved with the case. But did you ever, at a time reach out to Andy try to get those messages?	
	Plaintiff Pierce	Yes	
1247	Defendant Rinaldi	and he was unable	
1248	Plaintiff Pierce	32:46 to my knowledge yes	
	Defendant	32:51 So there's nothing, no reason why you guys didn't turn over those	
1249	Rinaldi	obviously	
1250	Plaintiff Pierce	32:53 No we just simply didn't have them	
		32:57 Are there any texts, emails, recordings, anything that indicates that I	
	Defendant	breached the contract. To your knowledge? Are you aware of any text, emails,	
1251	Rinaldi	recordings, or anything you know, like electronic or whatever evidence?	
	Plaintiff Pierce	Between you and Andy	
	Defendant	No, anything indicating. Are you aware of anything indicating I breached the	
1253	Rinaldi	contract that indicates that	
1254	Plaintiff Pierce	33:19 I don't know anything about what was said between you and Andy	
		33:21 We're not talking about, I'm talking about this whole lawsuit and all	
		that. So I mean those filings you're affirming to so I mean sure, but to your	
	Defendant	knowledge, are you aware of any anything that indicates I breached the	
1755	Rinaldi	contract?	
1256		33:35 I'm not an attorney. I don't really understand the question.	
	Defendant		
	Rinaldi	33:40 Okay, so not your knowledge. I guess	
1258	Plaintiff Pierce	33:43 I, I guess. I just don't quite understand how to answer that question.	
1259	Defendant Rinaldi	Okay,	
1260	Plaintiff Pierce	that's why I hired an attorney, because I don't understand the law.	
		34:05 On page six of the motion to dissolve, which is D, the one you're on, I, it states that, second paragraph	
		halfway through that paragraph after Mr. Rinaldi missed the March 5 closing, Mr. Rinaldi first, informed the buyer's broker via text that he wanted 4000 additional funds from the buyer before he would agree to close	
		on the sale. The buyers agreed to pay Rinaldi the additional 4000 he demanded to allow the contract to close.	
		Rinaldi nonetheless refused to close. Can you elaborate? So Andy. Said, I demanded. 4000 came to you and	
1261	Defendant Rinaldi	said, that is this accurate?	
		35:07 I'm not sure of the exact figures of what, what was being said and what was being demanded, but I know they were trying to all bend over backwards to just get this, get this done. So what that figure was?	
1262	Plaintiff Pierce	Exact figure? I have no idea	
		35:18 Well, I know, but it says that he came you, you agree pay the 4000 which I had demanded, and then I	
1263	Defendant Rinaldi	still refuse. So I just wanted to see if this was accurate, to the best of your knowledge or not	
	DI	35:34 I don't believe I was paying for 4000 I think they were waiving	
1264	Plaintiff Pierce	35:38 That's my understanding. No, no, that's separate from commission. But yes, that was my	
1265	Defendant Rinaldi	understanding. As is	
1266	Defendant Rinaldi	36:33 I understand. Yeah. So obviously, there wasn't an agreement to work after the fact	
1267	Plaintiff Pierce	to fix things.	
	Defendant Rinaldi	Yes	
1269	Plaintiff Pierce	36:39 I don't recall. I don't recall	
1270	Defendant Rinaldi	36:50 in that folder. Exhibit this black one here. Yes, the altas are 11 and 12. So if you go there, I you start with 11, what you see is 23 okay, if you look on the second page	
	Plaintiff Pierce	second page	
	Defendant Rinaldi	yep, payoff for first mortgage loan to Lincoln capital LLC, 148,766 you see that	
	Plaintiff Pierce	I have a different figure here.	
	Defendant Rinaldi	They might be backwards.	
1275	Plaintiff Pierce	I have 145,000	
400-	Defendent Die 11	Okay, so that's the other one. So that's that's fine. So now go to the other Alta, the other sheet, and then	
	Defendant Rinaldi Plaintiff Pierce	same place, 37:39 section 12,	
	Defendant Rinaldi	yes	
	Plaintiff Pierce	148,766	
		37:46 So it went up 3000 some odd dollars, and that was just a day difference during the March 5 meeting	
		between Todd, Ryan, Matt and I, they discuss escrow funds for you in the loan. I didn't understand at the	
1280	Defendant Rinaldi	time, because I thought they were paying for it, but they actually bumped this loan amount up to provide funds for you at closing. Were you aware of that? Did anyone tell you that?	
		I don't know	
	Defendant Rinaldi	So no one said that there's escrow money being held. And you know, it's weird, I get it	
	Plaintiff Pierce	38:26 I know there was supposed to be escrow funds held back	
		38:29 No, you may not have been, they didn't tell you a lot from what I've gathered. So I just wanted to see if	
	Defendant Rinaldi	you had any knowledge of that or not.	
	Plaintiff Pierce	So I was just trying to buy a house	
1286	Defendant Rinaldi	I know, I know. I know. Duress	
	Defer	53:04 Now I was told by both agents multiple times threaten that I'm going to	
130-	Defendant	lose the house from Lincoln capital. Did they ever discuss that with you or	
1287	Rinaldi	anything like that?	
		53:18 Objection calls for hearsay statement of Mr. Age, Mr. Pierce's agent to Mr. Pierce is not an exception to hearsay Justice Daniel Billings 53:27 rule, objectionable rule. I think there are other exceptions that could	
1288	Attorney Monteleone		
	Defendant Rinaldi	53:32 Did they ever discuss, you know, Lincoln possibly taking the house and whatnot.	
		53:42 I'm sure they did. I mean, there was a lot of back and forth. I'm sure they	
1290	Plaintiff Pierce	did. I don't have a direct recollection of what they said.	
	Defendant Rinaldi	Yeah	
1292	Plaintiff Pierce	I'm sure it was definitely said WOW Duress	
		53:54 during that meeting that we had with everyone. We discussed the grout Woody was ready to kill me. I	
		think you remember that. And then the door, which was Woody, again, two doors, i actually like the guy, but he's a little nuts, um. But then, as it kept going, Andy slapped the wall the insulation. Remember the	
1293	Defendant Rinaldi	insulation, insulation in that big bonus room that was missing, and they did the freaking, you know,	
	Plaintiff Pierce	infrared,	
	Defendant		
1295	Rinaldi	yeah, um, and do you recall Andy screaming at me during that?	

1296	Plaintiff Pierce	54:33 I recall everybody screaming at everybody	
	Defendant Rinaldi	54:34 that was nuts	
	Plaintiff Pierce	I can't specify who was screaming at who but it was very chaotic	
1250	rialitati rierce		
		54:39 Yeah So if there was all this equity in this home, why do you think I was	
	Defendant	getting such a hard time about little, little things and getting yelled at so much	
1299	Rinaldi	if, if there was so much equity,	
1300	Attorney Monteleone	54:50 objection calls for speculation beyond this, this witness personal knowledge	
	Justice Billings	54:56 objection overruled	
	Plaintiff Pierce		
1302	Plaintin Pierce	Repeat the question	
		54:57 I was getting a lot of shit, excuse my term. But. Yeah, there was,	
		you know, clearly, a lot of equity in the house. So, you know, if you were	
		to close, you would have walked into that. Why do you, you know, why?	
		What your opinion on why I was getting so much they were so intense	
	Defendant	with me when, you know, really, they were benefiting. Well, you would	
1202	Rinaldi	have benefited if they allowed it to closed.	
1303	Minalui		
		55:21 I don't really know. I mean, I think it was just everybody yelling at	
1304	Plaintiff Pierce	everyone and pointing the finger at everyone	
	Defendant		
1205		FF-26 mostly mo	
	Rinaldi	55:26 mostly me	
	Plaintiff Pierce	55:27 I tried to defend you that day. You were great. You were you didn't do anything wrong there.	
1307	Defendant Rinaldi	55:31 You actually tried to calm everyone down	
1308	Plaintiff Pierce	l did.	
1309	Defendant Rinaldi	You did. You did,	
1310	Plaintiff Pierce	55:35 And what everyone was yelling about, like that. It's kind of a big blur. All I know is,	
	Defendant Rinaldi	no, it was, it was nuts.	
		Yeah, I don't know specifically why they would be giving you a hard time over	
		anyone else. It's probably because they all work together. Mcmf So did Andy	
		ever see this house was very custom. He's in a beautiful area that's crazy,	
1312	Plaintiff Pierce	rocky wetlands a lot. You know,	
		58:21 the question is essentially testimony, yeah, I will.	
	,	58:26 I'm sorry, yeah, um, did Amy to discuss with you, or did you ever ask any? I mean, how is he going to	
		finish this in time? I know, you know, isn't your field. I hit that. But is there any other discussions like, you	
1314	Defendant Rinaldi	know, he's building himself. You know, it's going to take, you know, take a while.	
		58:46 I mean, I'm, I'm sure there was, but, you know, I trusted your work at the time that that you were going	
1315	Plaintiff Pierce	to get this project done. Yeah.	
		58:53 I mean, obviously, yeah. Well, covid got worse, and then you are, were you aware that to fix a lot of	
	Defendant Rinaldi	Derek Gray's work,	
1317	Plaintiff Pierce	59:03 I wasn't filled	
		59:06 in on details other than that meeting where you saw the glow, yeah. Now, what is your opinion on what	
		you saw that day, the things I brought up, if you remember, Unknown 59:16 I couldn't tell you anything of	
1318	Defendant Rinaldi	substance.	
1210	Defendant Rinaldi	59:20 I understand, but obviously you're aware that there I was. You know, there was stuff put in improperly that needed to be fixed	
	Plaintiff Pierce	59:27 fixed. Yeah, I just really remember you. And then all your gentlemen	
	Defendant Rinaldi	59:30 yelling. Everyone	
1322	Plaintiff Pierce	59:33 was very chaotic. I don't respond well to those. Yeah, it was	
		59:35 nice. I was Yeah. Bring Anyways. Andy Lord, he definitely was, I mean, I question, sir, yeah, sorry, sorry,	
1323	Defendant Rinaldi	sorry, um, after the closing fell through, Matt was one of your witnesses. Did you meet with him? Do you guys have, um. Um, kind of discussions were between you and Matt at that point.	
1525	berenduntenindidi	Objection calls for hearsay statement at a point in time in which the agent is no longer Miss rinaldi's Agent	
1324	Attorney Monteleone	after the closing had fallen through Justice Daniel Billings 1:00:17 objections over	
	Plaintiff Pierce	I didn't speak much with them. I believe I saw him a total	
		of maybe 20 minutes. Yeah, he wasn't around, yeah, but he did. It is correct that he was NAFTA before for you	
		guys early on, I believe so, yeah, but that was nothing between you and you and no, no discussions were	
1326	Defendant Rinaldi	between you and him. Was between maybe Andy and him, Unknown 1:00:43 or something along those lines,	
1327	Plaintiff Pierce	I hardly ever spoken. Okay, Demand	
		two questions Ronnie get anyways. Questions, regarding the possession prior to closing addendum that came	
		after construction was delayed seemed to suggest that you were not affected or harmed by the delays. How	
		did the months long delays from when the project was scheduled to be completed to when it was scheduled	
1328	Auorney Monteleone	to be closed, actually affect you?	
		Well, I believe, if I remember correctly, our original close was for November, if I remember correctly, and I had plagned for that So I given up my choose days shut down my business. Left her career, and gregoritation to	
		had planned for that. So I given up my shops, days, shut down my business, left her career, and preparation to move. So it was, you know, and then we fast forward to March. We had just been in limbo that whole time.	
		Everything was packed. We were living out of boxes. The pressure was on for us. It was, it was it was not a	
		good situation. I mean, it was just every day, you know, every time we spoke, it's going to be ready next week,	
1329	Plaintiff Pierce	ready next week. And it just, it turned into a very light process and Shush's	
		another point and and Mr. Rinaldi's questioning, he had, he observed that you have benefited, had and others	
		affiliated with the attract the transaction allowed you to close. In fact, who prevented this from this	
1330	Attorney Monteleone	transaction from closing? Why is that?	
		when we first met at the property and we were discussing, you know, what I'd like to do with it and this and that before you made an offer. We all like having, you know, Good talk, because obviously this house is,	
		that before you made an offer. We all like having, you know, Good talk, because obviously this house is, again, not cookie cutter. Sorry, you had mentioned you don't care if this takes till next year long since built,	
1221	Defendant Rinaldi	right? Do you remember us having that conversation when you very first met,	
		I don't recall specifically saying that, yeah, I could have,	
	Defendant Rinaldi	Got you	
1334	Plaintiff Pierce	that conversations for many years ago,	
		Things changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you	
1225	Defendant Rinaldi	aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know,	
1332	Delenuarit Killalui	so you weren't aware if	
		I wasn't involved in any of those conversations, they were back and forth with	
	Plaintiff Pierce	you	
1336	Defendant Rinaldi	So Matt, so was when Matt was screaming at me, you weren't	
	Delendant Milalui	I don't believe I was even present for that. I don't, believe Matt was even at the office	
1337	Plaintiff Pierce	ruon t believe i was even present for that. I uon t, believe matt was even at the onice	
1337 1338		okay, oh, really	
1337 1338 1339	Plaintiff Pierce Defendant Rinaldi	okay, oh, really	
1337 1338 1339 1340	Plaintiff Pierce Defendant Rinaldi Plaintiff Pierce	okay, oh, really I don't recall. I know that I had zero involvement with those conversations.	
1337 1338 1339 1340 1341	Plaintiff Pierce Defendant Rinaldi	okay, oh, really	

Anthony Rinaldi Westbrook LD 1378 NumberSpeakerTextNOTESSEE NUMBER(S)

1Attorney Monteleone28:14 What was the status of this project when you learned about it, Andy later testified that he could see the front porch and 4th bedroom being built which conflict with the evidence and this statement

2Realtor Andy Lord28:19 it was partially framed up. The foundation was in that was it really not much else was there.

3Attorney Monteleone22:03 who was Mr. Rinaldi's agent,Matt Dibiase and Andy Lord embezzled money from the Defendant and both attempted to manipulate and pressure the Defendant. Matt breached his fiduciary duty by writing an affidavit in support of the Plaintiffs.

4Realtor Andy Lord22:06 Matt

Dibiase,

5Attorney Monteleone22:07 who is Matt Dibiase

6Realtor Andy Lord22:08 he's the owner of landing real estate.

7Attorney Monteleone22:12 And is, is landing off? Is landing real estate? More clearly, did you work for landing real estate as

well?

8Realtor Andy Lord22:22 Yes.

9Attorney Monteleone27:53 Now, what is it that the summary in Exhibit one showing you. What did you glean from your review and exhibit one?

10Realtor Andy Lord28:04 So this, this was the house as we were making the offer. This is the depiction of how the house was to be built.

11Attorney Monteleone28:14 What was the status of this project when you learned about it,

12Realtor Andy Lord28:19 it was partially framed up. The foundation was in that was it really not much else was there.

13Attorney Monteleone29:00 No, you inquired. Did you inquire about what the asking price was based upon the changes that Mr Rinaldi was making?

14Realtor Andy Lord29:13 Yes, I did.

15Attorney Monteleone29:14 And and what did Mr. Rinaldi's agent inform you was the was the asking price? This is the first time hearing this in 4 years and is inadmissible hearsay. Justice Billings affirmed almost all of Monteleone's boilerplate objections and yet he held Rinaldi to the highest standard possible.

16Realtor Andy Lord29:20 It was going to be \$385,000

17Attorney Monteleone30:15 was, did you did what Mr Rinaldi described? Was that different than what you saw Mr. Rinaldi was was building at the time?No difference at that lint

18Realtor Andy Lord30:23 No, it appeared to be accurate as to what he was building.

19Attorney Monteleone30:26 Okay. And were there features that allowed you to tell the difference between this, this new build that he was describing to you, and his earlier version of the build?

20Realtor Andy Lord30:36 Yes

21Attorney Monteleone30:36 . What were those features?

22Realtor Andy Lord30:38 Well, we could see that the gable end framing was on top of the garage for the room above it, and we can see that the part of the building was prepared for the farmer porch

23Attorney Monteleone30:47 So in other words, in the original build design, those features weren't, weren't part of it

24Realtor Andy Lord30:54 correct.

25Attorney Monteleone31:01 Now did in that discussion, did Mr. Rinaldi get into details about the number of bedrooms he intended build and the kind of the finishes

26Realtor Andy Lord31:12 Yes.

27Attorney Monteleone31:13 And what did that

include?

28Realtor Andy Lord31:16 It was going to be four bedrooms finished. We talked about the kitchen design, the flooring choices, pretty much everything we were looking at a shell of a building at that point. So to understand what it was going to look like, we did have a very in depth conversation about it,

29Attorney Monteleone31:33 all right? And how did he, how did he describe that, that room above the garage

30Realtor Andy Lord31:44 that was going to be the fourth bedroom.

31Attorney Monteleone31:46 But was there kind of a particular phrasing that he used to describe that space?

32Realtor Andy Lord31:52 I think we talked about we used the phrase bonus room.

33Attorney Monteleone32:56 what was it? What was it presented as

34Realtor Andy Lord32:58 it was presented as consistent with exhibit one. It was going to be a fully complete house with the specifications that he had put together in this email, and it was to look like that.

35Attorney Monteleone33:10 And was that consistent with the observations that you, that you had at the site when you were there seeing it?

36Realtor Andy Lord33:16 Yes.

37Attorney Monteleone33:20 So I'd like to turn and discuss the process of actually going under contract.

38Realtor Andy Lord33:25 Okay.

39Attorney Monteleone33:26 Now, did you who prepared the contract offer

40Realtor Andy Lord33:29 I did, and

41Attorney Monteleone33:35 what was the offer for,Did you mean for a 3 bedroom 2.5 bath 1,900 sq ft house?

42Realtor Andy Lord33:37 for the purchase of the completed house,

43Attorney Monteleone33:39 and what was your understanding about what completed house Mr. Pierce was buyingBut chose to not ask anyone to change anything and chose not to include an addendum. Make it make sense?

44Realtor Andy Lord33:47 my understanding, it was going to look just like exhibit one.

45Attorney Monteleone33:51 Didn't Mr. Pierce ever express to you that he wanted something different than what what was shown in the in the specs in Exhibit one?"This lie is comical considering the spec sheet included in the signed contract was ""something different"" than what was outlined in exhibit 1

46Realtor Andy Lord34:00 No.

47Attorney Monteleone34:03 Are you aware of that being expressed by Mr. Rinaldi that he might want something different?"This lie is comical considering the spec sheet included in the signed contract was ""something different""

48Realtor Andy Lord34:12 No.

49Attorney Monteleone34:18 Now if I can refer you to exhibit two. What is exhibit two?

50Realtor Andy Lord34:28 It's the executed purchase and sale agreement

51Attorney Monteleone34:30 is, is this? The version? Is this? Essentially the the the executed version of what you, the offer you

prepared,

52Realtor Andy Lord34:40 yes, it is.

53Attorney Monteleone35:38 and that that MLS was, was that MLS active at the time Andy testified that he had to use the spec sheet included in the contract because it was part of the MLS but here he admits it's expired. He also testified that he worked in the same office as Matt so he

could

54Realtor Andy Lord35:41 the listing was

expired.

55Attorney Monteleone35:44 Was there? Did you have access to different versions of this spec sheet?

56Realtor Andy Lord35:52 Yes,

57Attorney Monteleone35:54 at the time you put in your

offer?

58Realtor Andy Lord35:56 No, this was the only one at a time of the offer.

59Attorney Monteleone35:58 What was your understanding about why there was only one spec sheet at that state of progress in Mr. Rinaldi's build

60Realtor Andy Lord36:06 my understanding was that this was what he intended to originally build. The property had gone under contract with some different buyers. They had requested the upgrades, and that's what prompted the new scope

61Attorney Monteleone36:17 for what was your understanding about how, how that would be addressed as the project went

forward,

62Realtor Andy Lord36:33 in what

way

63Attorney Monteleone36:34 meaning in terms of about how this the scope of work outlined within your offer would be. So what would happen with it, given that you would you had seen that a different, a slightly different project was under construction,

64Realtor Andy Lord36:47 yeah, we had requested an updated scope of work.

65Attorney Monteleone36:52 And in your experience, is that someone is that a common, a common practice in new home construction sales

66Realtor Andy Lord36:59 Yes

67Attorney Monteleone37:01 So if I can turn back to the first page of exhibit two, what was, what was the, what was the offer

price

68Realtor Andy Lord37:10 \$385,000

69Attorney Monteleone37:12 And how did you determine? How did you and Mr. Pierce determine that \$385,000 was, was the price to offer?

70Realtor Andy Lord37:20 That's what was communicated to us, that the build was going to be since it change from the original MLS

listing.

71Attorney Monteleone37:28 And when was that? When was the offer

presented?

72Realtor Andy Lord37:42 August. 18, 2020 I'm sorry, August 15, 2020

73Attorney Monteleone37:46 and did, did Mr. Rinaldi accept that offer?

74Realtor Andy Lord37:49 He did.

75Attorney Monteleone38:18 and is exhibit two, a true and accurate copy of the the executed purchase and sale agreement that was signed August 18, 2020, Andy just finished testifying that the spec sheet wasn't accurate?

76Realtor Andy Lord38:28 yes, it is

77Attorney Monteleone38:40 now I'd like to turn and discuss the process of the corrected spec sheet that came later. Did you or Mr. Pierce ever request changes to the build that Mr. Rinaldi was was undertaking. This was proven to be a bold face lie considering Drew admitted under oath to requesting pipes moved in the basement and on the last day of tried a recording was played with Andy stating that Drew requested the entire garage be drywalled.

78Realtor Andy Lord39:01 No.

79Attorney Monteleone40:26 Now, how did the corrected spec sheet come to be?

80Realtor Andy Lord40:31 Well, we had requested the corrected spec sheet early in the transaction, and then ultimately we needed it to provide it to the real estate appraiser,

81Attorney Monteleone40:39 so I can turn you to exhibit three. What is exhibit three?

82Realtor Andy Lord40:52 It's an email from Matt Dibiase with the updated spec sheet.

83Attorney Monteleone40:57 Okay, and I Okay, what did you do from exhibit three as to the source of the correct spec

84Realtor Andy Lord41:10 says it came from Mr. Rinaldi's email.

85Attorney Monteleone41:13 And what day? What day was that?

86Realtor Andy Lord41:16 September 13,

2020,

87Attorney Monteleone43:34 Why was there? Why was an appraisal happening at this stage, this early stage of proceeding in September of 2020.

88Realtor Andy Lord43:42 so in order for the bank to move forward with their loan application process, they need to have initial appraisal done to make sure the value is there for what they're lending on.

89Attorney Monteleone43:53 So what interest did Mr. Rinaldi have in ensuring that specs were accurately stated prior to the appraisal.Drew had an interest in the appraisal not the defendant

90Realtor Andy Lord44:04 Well if the, if the specs weren't accurately stated that the bank may not find that there's not sufficient value, and then at that point, we would need to renegotiate the contract or reduce the price.

91Attorney Monteleone44:18 In other words, is if the, if the bank value comes comes below the price, does that change Mr. Pierce's obligation under the contract?

92Realtor Andy Lord44:30 Yes.

93Attorney Monteleone44:43 Now, when you received the correct spec sheet in Exhibit three, what did you do with it?

94Realtor Andy Lord44:50 I provided the real estate appraiser.

95Attorney Monteleone44:53 Did you? Did you provide it to your clients?

96Realtor Andy Lord44:56 I did

97Attorney Monteleone44:57 and and what happened with that?

98Realtor Andy Lord44:59 I asked them to sign

it 99Attorney Monteleone45:01 Why is

that?

100Realtor Andy Lord45:03 Because any anything we process through the transaction, we want to acknowledgement on that they've reviewed

it

101Attorney Monteleone45:11 and did, did, Drew and Janice, as the buyers, in fact, approve the correct spec sheet

102Realtor Andy Lord45:20 they did.

103Attorney Monteleone45:21 And how do you if I can refer you to exhibit four, let me understand how they demonstrated their their agreement and confirmation of the correct spec sheet,

104Realtor Andy Lord45:35 because they electronically initialed the spec sheet

105Attorney Monteleone45:37 and where. Where is that at?

106Realtor Andy Lord45:39 It's on the last page on the bottom.

107Attorney Monteleone45:45 now there's a number of blank pages that follow that. What are those blank pages?

108Realtor Andy Lord45:53 I don't know what those are.

109Attorney Monteleone45:55 Were those part of the original document that you received from from Mr. Rinaldi's agent?

110Realtor Andy Lord45:58 Yes.

111Attorney Monteleone46:00 Is that why they appear as in this executed version of of the confirmed, actually,

112Realtor Andy Lord46:08 yes,

113Attorney Monteleone46:09 the corrective actually, excuse me, When was it that that drew and janice signed the correct spec

sheet.

114Realtor Andy Lord46:27 September 14,

2020,

115Attorney Monteleone53:54 Now, did the contract require drew to provide confirmation of his of his loan application.

116Realtor Andy Lord54:03 Yes.

117Attorney Monteleone54:04 Is that a common term of a financing contingency in a real estate contract?

118Realtor Andy Lord54:08 Yes, it is.

119Attorney Monteleone54:10 So if I can refer you to exhibit six. What is exhibit six?This document isn't the made application letter because the plaintiff intentionally emitted it from the trial evidence because it didn't most the requirement.

intentionally omitted it from the trial evidence because it didn't meet the requirements set out in the financing contingency

120Realtor Andy Lord54:18 This is the made application letter from the lender, right?

121Attorney Monteleone54:22 And how? How do you know this is from the lender.

122Realtor Andy Lord54:26 It was email from Sarah McDonald.Any testified that he doesn't interpret contracts because he's not an attorney yet here he is interpreting whether or not the made application letter meets the requirements outlined in the financing contingency.

123Attorney Monteleone54:29 And did you have other interactions with Sarah McDonald to understand that she was, she was a representative of Drew's lender,

124Realtor Andy Lord54:34 yes.

125Attorney Monteleone54:35 And does the materials that that Ms McDonald provided satisfy the obligations identify under the contract the status of a loan application?

126Realtor Andy Lord54:58 Yes, it does.

I.

127Attorney Monteleone55:00 And were you able to determine whether or not rinaldi's agent received a copy of the made application letter?

128Realtor Andy Lord55:12 Yes, he's copied on the email.

129Attorney Monteleone55:15 And can you identify where that is at on exhibit six,

130Realtor Andy Lord55:19 yeah, at the first page at the top, it says matt@landinghomesmaine.com

131Attorney Monteleone55:36 exhibit six, a true copy of the email materials that you receive from the lender,

132Realtor Andy Lord55:43 yes, it is

133Attorney Monteleone55:44 and are made application letters routinely prepared and transmitted and real estate transactions,

134Realtor Andy Lord55:51 yes.

135Attorney Monteleone55:52 And as a broker, you receive copies of you routinely receive copies of made application

letters,

136Realtor Andy Lord55:57 yes,

137Attorney Monteleone55:58 and you ensure their timely delivery to the other agent,

138Realtor Andy Lord56:02 yes,

139Attorney Monteleone56:03 and to maintain copies of made application letters in your in your transaction records,

140Realtor Andy Lord56:09 yes,

141Attorney Monteleone56:10 move admission of plaintiff.

Six,

142Defendant Rinaldi56:12 I object. It's not the original, it's a forwarded email. If it was identical, I would have no issue. But it's not. Supported by Andy Lords email signatures at the bottom, Sarah McDonald's email signatures on the top. Nor is there an attachment.

143Attorney Monteleone56:37 I think the testimony has i I can ask the follow up question to clarify your honor. Justice Daniel Billings 56:50 Well, the first thing I'm confused about is exhibit six. It indicates this is what I'm looking at. So I'm just trying to understand the objection Mr. Rinaldi, yeah, it says from Sarah McDonald to Drew Pierce Janice Lariviere you know Matt at landing, and Andy at landing?

144Defendant Rinaldi57:09 Yep. So if you go down to the bottom, it'll say Andy, Lord, Associate Broker. So it should say her email signature sent from her. Oh, I see, yeah. So it's not, and we, I think we discussed it. He said the forward section was removed for clarity, or something along those lines, during the motion to vacate. So not only is it not the original, but there's a section removed, and there's no if you look at the email, there's no attachments linked to it, it would be listed on the email. It's not so that attachment is not part of it. Justice Daniel Billings 57:52 Mr. Monteleone,

145Attorney Monteleone57:55 I'm happy to ask some ask follow up questions to clarify these points. Justice Daniel Billings 58:00 Okay, go ahead.

146Attorney Monteleone58:04 exhibit six. This come from your files. Yes. And in the course of this, this transaction in in your role as Mr. A point in time in which you were acting as Mr. Pierce's agent. Did you have have reason to to forward documents to me as Mr. Pierce's counsel? 147Realtor Andy Lord58:29 Yes.

148Attorney Monteleone58:32 Did you, in fact, forward emails that that forward exhibit six to me?

149Realtor Andy Lord58:39 Yes.

150Attorney Monteleone58:43 I and to clarify what we're looking at on the page marked exhibit 51 was exhibit 51 attached to the email that's headed in which it says that a copy of the made application letter is attached.

151Realtor Andy Lord58:58 Yes.

152Attorney Monteleone59:02 And with that, I again renew the motion to move to admit

153Defendant Rinaldi59:06 They sent other evidence, and they sent the originals. I don't see why he'd need to forward it when he could just send the copy of the original. And they did it with all many other things. It just seems odd that for this one, they forwarded it, and then Monteleone James removed a section of it, so that's missing the forwarded section as well. So it just seems odd that they would forward it when they didn't need to. Justice Daniel Billings 59:34 What about that? It's incomplete

154Attorney Monteleone59:38 It's missing the attorney client communication at the top of page in which a client's agent communicated with with the attorney about the document.

155Defendant Rinaldi59:48 What about the forwarded section? That's not really something that needs to be removed.

156Attorney Monteleone59:52 That's not it's and that's why the forwarded section is there, because it's not communicating any legal information. Justice Daniel Billings 59:58 So the. Anything else. Mr. RrinaldiThe forwarded section isn't there

157Defendant Rinaldil'm fine. Justice Daniel Billings 1:00:04 I understand the objection. The admissibility rules on business records are quite forgiving, particularly electronic records these days, and I believe the plaintiff has made appropriate showing for admissibility of the document, obviously, if there's concerns about completeness or accuracy, those are completely fair topics for cross examination or examination of other witnesses who may have knowledge about this, but it will be admitted as a business record.

158Defendant RinaldiThank you. Justice Daniel Billings 1:00:39 Yeah , you can continue.

159Attorney MonteleoneI'd like to turn and discuss some of the project timing and the delays that were experienced. When did the contract originally call to be closed? In other words, for the bill to be completed and the sale to be closed?

160Realtor Andy LordCan I reference the original purchase sale agreement?

161Attorney MonteleoneSure, if I could refer you back to exhibit two.

162Realtor Andy LordIt was expected to close November 12, 2020,

163Attorney Monteleonedid that

happen?

164Realtor Andy LordDid not.

165Attorney MonteleoneWas it? Was it close to

happening?

166Realtor Andy LordNo,

167Attorney Monteleonewhy not?

168Realtor Andy LordThe bill just wasn't moving forward very

quickly.

169Attorney MonteleoneWhat was

happening.

170Realtor Andy LordNothing was getting done. It was just kind of paused at that

point.

171Attorney MonteleoneSo how was, when did that first, when did that issue first arise,

172Realtor Andy Lordas we were getting closer to the anticipated closing date and realized that it was not going to

happen,

173Attorney Monteleonealright, and at that point in time, what was Mr. Rinaldi telling you in terms of when it would happen, how far off he was from getting it done,

174Realtor Andy Lordwe were always a couple weeks

away.

175Attorney MonteleoneWhat do you

mean

176Realtor Andy Lordevery time we'd ask when this is to be done, it's just just a few more weeks, just a few more weeks.

177Attorney Monteleonenow, what were, and that's what are the terms that exhibit eight provided

178Realtor Andy Lordit. It provides some occupancy of the property.

179Attorney MonteleoneDid it require that Mr. Pierce pay any rent?

180Realtor Andy LordNo

181Attorney Monteleoneon that.

182Realtor Andy LordNo.

183Attorney MonteleoneWhy? Why is that fair, that that seems, that seems one sided.

184Realtor Andy LordI don't know. I

mean,

185Attorney Monteleoneif I can, you know, but I understand is that, to what extent would would this have been necessary, if the project was on time?

186Realtor Andy LordNo, it would not have.

187Attorney MonteleoneRight. So, are you aware, if Drew in fact, took possession in order to store his property at the at the

house

188Realtor Andy Lordhe did.

189Attorney Monteleonenow, what were, and that's what are the terms that exhibit eight provided

190Realtor Andy Lordit. It provides some occupancy of the property.

191Attorney MonteleoneDid it require that Mr. Pierce pay any rent?

192Realtor Andy LordNo

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198Realtor Andy LordNo, it would not

have.

199Attorney MonteleoneRight. So, are you aware, if Drew in fact, took possession in order to store his property at the at the

house

200Realtor Andy Lordhe did.

201Attorney Monteleonenow the closing date. How many times was the closing date extended out

202Realtor Andy Lordmultiple

203Attorney Monteleonea rough estimate of how many times that had to happen versus the original closing date that was

scheduled

204Realtor Andy Lordfour to five.

205Attorney MonteleoneI'm sorry you said four to

five,

206Realtor Andy Lordyes .

207Attorney MonteleoneAnd were any of those? Were any of those extensions through up until the point in time that you were in March? Were any of those extensions due to delays that that Drew had caused, that the buyer had had caused on the project?

208 Realtor Andy LordNone, no.

209Attorney MonteleoneNow Were any issues identified with the final the final appraisal in terms of the project? The

build?

210Realtor Andy LordYes.

211Attorney MonteleoneWhat were those

issues

212Realtor Andy Lordthat the landscaping, driveway, paving and some exterior painting and trim cannot be completed due to the

weather.

213Attorney MonteleoneSo we had the, you know, the the loaming and seeding wasn't completed. What other issues were were

identified,

214Realtor Andy Lordas far as the

appraisal.

215Attorney MonteleoneIn the appraisal, in terms of of what was recommended for escrow?

216Realtor Andy LordIt would be the driveway, the landscaping, some exterior painting and exterior trim painting.

217Attorney Monteleoneif I can, if I can, clarify it's, is it? Why is it identified as an issue?

218Realtor Andy LordBecause it's in the original scope of work, and it's not been completed yet.

219Attorney MonteleoneSo what is? What's the solution when you're otherwise ready to close and work is not yet completed that was contracted for?

220Realtor Andy LordSo oftentimes we would escrow for that and have it done in the spring when weather permits.

221 Attorney Monteleone Can you just elaborate a bit on on what that means when you say escrow for it.

222Realtor Andy LordSo we would withhold some of the proceeds of the sale from the seller in as the projects are completed. That money would be released to pay for it,

223Attorney Monteleoneright? And what happens if there's any money left in terms of it, if the work ends up being done for less than the escrow account holding

224Realtor Andy LordYeah, it would go back to the seller.

225Attorney MonteleoneOkay, so bear with me here. So we start with the landscaping right, yep. Now the driveway. What was the issue with the driveway?

226Realtor Andy LordIt was just dirt at that point.

227Attorney MonteleoneOkay, by dirt do you mean gravel,

228Realtor Andy Lordyeah, like

gravel?

229Attorney MonteleoneWas it

blacktop?

230Realtor Andy LordIt was not.

231Attorney MonteleoneWhat is blacktop

?

232Realtor Andy LordAsphalt paving?

233Attorney MonteleoneAnd that wasn't. That wasn't, that wasn't completed at the time. No, it wasn't. Was it possible to

complete?

234Realtor Andy LordI don't believe any of the asphalt plants were open at that in February.

235Attorney MonteleoneNow and then, as to the as to the painting, what's the issue with the painting

236Realtor Andy LordIt was too cold to paint outside. The paint wouldn't have adhered

237Attorney Monteleoneokay now, but technically it was painted. Why is why is that not not sufficient to to check the box?

238Realtor Andy LordWell, there's several different colors of siding, and some of the term needed more paint.

239Attorney MonteleoneAnd ultimately, who is it? Who is it that I that determines whether, whether work is is completed, sufficient to satisfy the contracts terms, is that the is that the which of the parties that's involved in this make is able to make that determination say, Okay, this is, this this item is satisfactory.

240Realtor Andy LordThe appraiser would do that.

241Attorney MonteleoneWhy doesn't the seller, the builder, do

that?

242Realtor Andy LordThey should

243Attorney Monteleonenow, in other words, why isn't the determination of whether it's been done sufficiently done made by that by the builder, as opposed to the appraiser?

244Realtor Andy LordWell, if the appraiser is enforcing the contract and the spec sheet as it was written, sure there's no

shortcuts.

245Attorney MonteleoneAll right, now when the appraisal, when exhibit 10 came out, did, did Mr. Rinaldi's Agent receive a copy of exhibit

10,

246Realtor Andy LordI don't know

247Attorney Monteleonewhat was, did you come come to be aware that that Mr. Rinaldi's agent was aware of the escrow

withholding?

248Realtor Andy LordYes,

249Attorney Monteleonehow? So

250Realtor Andy Lordwe had a discussion about

it,

251Attorney Monteleoneand and when was

that?

252Realtor Andy LordWould have been soon after we received the appraisal.

253Attorney MonteleoneOkay, so was that? Was that in mid February, in early March,

254Realtor Andy Lordprobably late

February,

255Attorney Monteleoneat that point in time, did was there any objection raised by Mr. Rinaldi as to the escrow

withholdings?

256Realtor Andy LordNo.

257Attorney MonteleoneWas there was Was there anything? Was there any discussion about from Mr. Rinaldi about tweaking or changing, modifying the escrow matters in any way,

258Realtor Andy Lordnot at that point.

259Attorney MonteleoneNo in your experience, how have you found sellers that object to escrow holdings? How are those? How are those typically addressed in the normal course of a of a transaction?

260Realtor Andy LordWell, if a seller objects to it, we've explained to them that this, this has to be done, or else we can't close on the on the project, okay?

261Attorney MonteleoneAnd if there's an objection, how does it go about getting resolved?

262Realtor Andy LordWe'd have to negotiate it. And then ultimately, if we couldn't come to agreement, we'd have to go to mediation.

263Attorney MonteleoneWell, let me ask you more clearly. Let's say, if there's an error, everyone makes an error. So if there's, if there's an error that's on the appraisal and something is erroneously being included in escrow, what is the process entailed to get that error corrected and then have it, have it removed from it from escrow,

264Realtor Andy Lordwe'd have to request it, excuse me, from the lender. They'd have to contact the appraiser to see if that adjustment is valid.

265Attorney MonteleoneDoes the does the appraiser have to do, do follow up work on that

266Realtor Andy Lordthey would they essentially have to redo the appraiser. So if we're, if we're looking at something that's got a paved driveway, they'd have to adjust for the value in that versus the comparable properties they used in the appraisal.

267Attorney MonteleoneIs that a process that, in your experience, happens quickly.

268Realtor Andy LordNo, it does not.

269Attorney MonteleoneAnd I can just clarify based on your understanding, were any of the Escrows requested by this appraisal exhibit 10, this appraiser, were any of those escrows an error,

270Realtor Andy Lordno,

271Attorney Monteleonewhat's the basis of that

belief?

272Realtor Andy LordBecause these are all things that were in the original scope of work.

273Attorney MonteleoneIn this in the spec

sheet,

274Realtor Andy Lordspec sheet, yeah,

275Attorney Monteleoneand is it fair to say that they were actually in both spec sheets.

276Realtor Andy LordThey were,

277Attorney Monteleonel like to turn you to focus on point time when you're approaching closing, when was closing. Ultimately,

ultimately,

278Realtor Andy LordMarch 5.

279Attorney MonteleoneOh, was there so? Was there a closing date that had been set beforehand?

280Realtor Andy LordYes,

281Attorney Monteleonewhen? When was, let me say, was there a closing date

set on March 4?

282Realtor Andy LordYes, there was

283Attorney Monteleoneso, if you were extended through March 5, why was it closing set for March 4,

284Realtor Andy Lordbecause that's the day we expected everything to be done.

285Attorney MonteleoneSo in preparation, as you're in the days before you're closing, did what were issues identified?

286Realtor Andy LordYes,

287Attorney Monteleoneand when were those issues

identified?

288Realtor Andy LordWell, there was, we did have a home inspection, I believe, the week prior to closing, where issues were identified, and when we went out there, we could see that the yard still wasn't put together, and there's still no driveway. There was still a lot of painting to be done

289Attorney Monteleoneat that point in time that you heard, was there still any objection from Mr. Rinaldi about his obligations on on to finish those aspects of the project?

290Realtor Andy LordNo.

291Attorney MonteleoneSo alta statements, or HUD statements, are often issued at before the end of a closing. What is an alt

statement?

292Realtor Andy LordAn Alta is a combined version of essentially a HUD one. It shows both parties all the all the details of the

transaction.

293Attorney MonteleoneSo if I can refer you to exhibit 11, what is exhibit 11?

294Realtor Andy LordIt's the HUD

statement,

295Attorney Monteleoneand it's identified. And what date was exhibit 11 issued,

296Realtor Andy LordMarch 3, 21

297Attorney Monteleoneso in other words, is that that's, that's the day before you're closing was scheduled,

298Realtor Andy Lordyes,

299Attorney Monteleoneand it and what time when in the

day

300Realtor Andy Lord3:36pm,

301Attorney Monteleoneso I uh, what's the purpose of of a document like exhibit 11 of immediately before closing?

302Realtor Andy LordWhy do we have it immediately before

close?

303Attorney MonteleoneCorrect?

304Realtor Andy LordWell, it gives us time to review it with our clients, and for anything that's being escrowed such as taxes and stuff like that, we need to be right at the have them figured out down to the specific date of closing.

305Attorney MonteleoneNow, does it identify, does it identify how the sale proceeds are being dispersed?

306Realtor Andy LordYes, yes, it does.

307Attorney MonteleoneAnd so what are the types of things that that exhibit 11 demonstrates as as where sale proceeds are being dispersed?

308Realtor Andy LordWell, it's going to show every expense, any seller credits. It's going to show any mortgages or taxes that are due on the property.

309Attorney MonteleoneAnd did exhibit 11 show the sales price, the contracted sales price correctly,

310Realtor Andy Lordyes. 311Attorney MonteleoneAnd where's that? Where's that shown 312Realtor Andy Lordon the first page under sales price of property 313Attorney Monteleoneat the 385,000 314Realtor Andy LordYes. 315Attorney MonteleoneAnd it shows that there being a payoff to Machias Savings Bank. Do you know? Do you know what that is? 316Realtor Andy LordI don't know. 317Attorney MonteleoneOkay, there is shows being a payoff to dng construction and property maintenance. You know what that is 318Realtor Andy LordYes 319Attorney Monteleonewhat's that 320Realtor Andy Lordthat's a subcontractor that came in at the end, 321Attorney Monteleoneokay, did? Did? Did Mr. Pierce request that sub contractor to come in at the end? 322Realtor Andy LordNo. 323Attorney MonteleoneAnd then tell me about the commissions that identifies what's, what's, what's showing these in the commissions. 324Realtor Andy LordSo it's showing what's due to landing real estate for the buyer. Agent, and the sellers. 325Attorney MonteleoneIn other words, there's one line item for for you as as Mr. Pierce's buyers. Agent, a different line item for Mr. Dibiase, as Mr. Rinaldi sellers agent, 326Realtor Andy Lordcorrect, 327Attorney Monteleoneand does it? What does? Does? Exhibit 11, identify the rate lock that we had, we had discussed 328Realtor Andy LordYes, listed under seller credit 329Attorney Monteleoneis that the 7392 330Realtor Andy LordYes, 331Attorney Monteleoneand what does exhibit 11 show as to amounts that Mr. Rinaldi owed on his construction loan. Are you aware of that 332Realtor Andy Lord\$ 145,407.87 333Attorney MonteleoneAnd after all these accounts, all these expenses are accounted for. What did it identify Mr Rinaldi's net sale sales proceed at closing to be 334Realtor Andy Lord2739.26 335Attorney MonteleoneAll right. How did Mr. Rinaldi respond to the exhibit one statement when it was issued, 336Realtor Andy Lordhe expected that he was going to be making more money than that, and essentially refused to sell the house at that point. 337Defendant RinaldiObjection, hearsay. I had no communication with him at that point. Justice Daniel Billings 1:28:31 Council. 338Attorney Monteleonewell, I could say an opposing party statement, but I think we can. I'm happy to just further further explore that with with more specific questions. 339Defendant Rinaldi That's sorry, that's fine. And we did text the following day, but there was no when that happened. There was no communication with us on the

fourth, which is what they're discussing, or the third, I'm not sure, whenever I found out about the Alta or Hud Justice Daniel Billings 1:28:58 okay, I'm going to sustain the objection for now But council continue.

340Attorney MonteleoneWhat was your understanding of Mr rinaldi's response to the exhibit 11 statement being issued?

341Realtor Andy LordMy understanding was that he was not going to come closing.

342Attorney MonteleoneAnd who is that? Who is that communicated to you by

343Realtor Andy Lordby Mr. Rinaldi,

344Attorney Monteleonedid any of the details, I mean, any of these expenses, other than the rate lock relate to Drew were these things that Mr. Pierce caused to be here because of some manner that he handled conducted himself over the course of this of this transaction,

345Realtor Andy Lordno

346Attorney Monteleoneor something that he had requested over this transaction. And. No, so I'll strike that question, if I can refer you to, was there a point in time subsequently that Mr Rinaldi expressed to you that items shown on the alt statement constituted Mr. Pierce's breach of the

contract.

347Realtor Andy LordNo

348Attorney MonteleoneCan I, if I can, if I can, refer you to you said it 16. 16. And do you recognize exhibit 16 as a sa a correspondence, text message, correspondence involving you, Mr. Rinaldi and Matt Dibiase

349Realtor Andy LordYes.

350Attorney MonteleoneI can refer you to the line item number 67 right. Okay, in Exhibit 16 line 67 What's Mr. Rinaldi communicating to you and to his agent?

351Realtor Andy LordHe's saying that the buyers are refusing to honor the contract because asphalt is considered the top coat, and gravel is the aggregate base coat, and that it was warm enough outside to paint.

352Attorney MonteleoneAll right, so and in seeing Mr. Rinaldi's response here, what efforts were being made to try and address concerns that Mr. Rinaldi had have raised

353Realtor Andy Lordthrough these messages, we were just trying to work through it.

354Attorney MonteleoneAnd what efforts were made to work through it, in terms of as far as, as far as Mr. Pierce was concerned, what efforts were made to try and work through it.

355Realtor Andy LordWe get to the point where he was willing to take it as is, and he'd finish itself.

356Attorney MonteleoneNow, when, when you say, what are you referring to? The the escrow work or or other things,

357Realtor Andy Lordwe were at the point where we're willing to to see if the lender would release the escrow. He would take it as

is

358Attorney Monteleoneokay. And Did, did you ever, did you ever promise to Mr Rinaldi that that you would do that, or that Mr. Pierce would would do that, that you, that you would remove the escrow.

359Realtor Andy LordWell, it's not up to me to remove the escrow. I can ask to have it removed, and then we start the process of an appraisal, most likely all over again. But it's, it's not something that's in my power.

360Attorney MonteleoneSo what, what happened when you, when you attempted to to have the paving removed.

361Realtor Andy LordSo I asked the lender, you can have it removed, and he told

me that he wasn't something he could do quickly. He'd have to get with the appraiser to do it, to see if it could even be done

362Attorney Monteleoneand and what did you find, in in part, as part of that effort, what did you find in terms of whether it could be done?

363Realtor Andy LordIt couldn't.

364Attorney MonteleoneWhy not?

365Realtor Andy LordWe didn't have the

time.

366Attorney MonteleoneSo, as Mr. Rinaldi has expressed his his legal

interpretation of the contract and contractual obligations to you. Did you respond to him to express your your own interpretation of the

contract?

367Realtor Andy LordI don't recall.

368Attorney MonteleoneDo you commonly engage with making legal interpretations of contract or giving advice about legal

interpretations.

369Realtor Andy LordNo,

370Attorney Monteleonewhy not?

371Realtor Andy LordBecause I'm not a

lawyer,

372Attorney Monteleoneall right, are there? Is that a surprise to parties to a contract? In other words, or I asked that differently, are parties to a contract on notice about the limited ability that you can play as to providing legal advice.

373Realtor Andy LordYeah, in our in our listing agreements and our buyer agreements both, if they both outline that, you know, we are not to be giving advice on tax or accounting matters or legal matters. They seek the appropriate professionals.

374Attorney MonteleoneSo did you agree with Mr. Rinaldi's interpretation of this claim that the buyers were weren't honoring the contract because of there's a paving escrow?

375Realtor Andy LordNo

376Attorney Monteleonewhy did you seek to make

concessions?

377Realtor Andy LordWe just we wanted to get the house to closing. You know, Drew needed to move in there. We needed to get this

done.

378Attorney MonteleoneNow, at that point in time, what was your perception of what was happening in the real estate market outside of this outside of this agreement, what was going on in the market.

379Realtor Andy LordIt was going absolutely crazy. We were seeing record high sales prices, very low days on market, still had very low inventory and a lot of buyers.

380Attorney MonteleoneOkay, and so were you aware about how, how prices and the Were you aware of how prices had changed between August of 2020, when you went under contract here, and march of 2021, in which you're contemplating closing or not closing. Here,

381Realtor Andy Lordyes, I was

382Attorney Monteleoneand what was happening with

prices.

383Realtor Andy LordThey were going

up.

384Attorney MonteleoneNo at any time prior to the issuance of the the exhibit 11. HUD statement, Mr. Rinaldi ever raised an objection about the paving escrow or the painting escrow?

385Realtor Andy LordNo,

386Attorney Monteleonedid Mr Rinaldi have any objection at all to the to the

landscaping escrow,

387Realtor Andy Lordno. In fact, he was thankful that it was going to be done.

388Attorney MonteleoneWhy is that?

389Realtor Andy LordBecause he was out of money, and it was couldn't do it that time of year. Would have delayed closing until the spring,

but

390Attorney Monteleoneall those object. Objections, but you in fact, heard those objections after the alta statement was was

issued,

391Realtor Andy Lordright?

392Attorney MonteleoneWhat happened

there?

393Realtor Andy LordWell, at that point, that's when he was trying to figure out how he can make more money, and apparently had a certain dollar amount that he was looking to get to.

394Attorney MonteleoneAnd did Mr. Rinaldi identify for you the dollar amount that he was looking to get to?

395Realtor Andy LordHe did.

396Attorney MonteleoneAnd what was that

that 207 Doc

397Realtor Andy LordI don't have it right in front of

me.

398Attorney MonteleoneIf I would refer you to exhibit 17 lines starting at line 2526 what is, what is exhibit 17 that we're looking at

here.

399Realtor Andy LordSo that text message between Mr. Rinaldi and myself,

400Attorney Monteleoneall right? And when are these text messages being sent

401Realtor Andy Lordwhile with Drew at the closing table?

402Attorney MonteleoneAnd what was the number that Mr. Rinaldi expressed that he was looking to get to

403Realtor Andy Lord \$17,800

404Attorney Monteleoneand and what was your understanding of what had already been offered to him.

405Realtor Andy LordSo at this point, Matt Dibiase had already waived his full commission, and he had waived the agency's portion of my commission in order to get this

406Attorney MonteleoneOkay So in other words, his full commission that was, I was 11,500 i think we saw earlier,

407Realtor Andy Lordyes.

408Attorney MonteleoneAnd then what was the agency portion of your commission that that the agency controlled

409Realtor Andy Lordis probably around \$2,500

right?

410Attorney MonteleoneSo, in other words, there was, there was \$13,000 in and of itself right there,

411Realtor Andy Lordcorrect?

412Attorney MonteleoneAnd I think we saw before Mr. Rinaldi was was set to receive 3000 you know, just under 3000 Yeah. So when Mr. Rinaldi on, on the last day of the closing, identified that there was a number that he was that he was looking for, how did. Respond.

413Realtor Andy LordYeah.

414Attorney MonteleoneSo when Mr. Rinaldi on, on the last day of the closing, identified that there was a number that he was that he was looking for, how did. Respond.

415Realtor Andy LordHow did I respond? I offered to give him the \$4,000 difference,

416Attorney Monteleoneokay, and, and what did Mr. Rinaldi say to that does?

417Realtor Andy LordOut of respect for you. I will talk to you on Monday, but you guys treat me like I was stupid and tried to squeeze me forever. Squeeze me for every penny unless that HUD has the escrow adjusted, I'm not closing today and taking back power, and then we'll decide what we want to do.

418Attorney MonteleoneAnd was there additional time to wait until the Monday on on the contract?

419Realtor Andy LordNo,

420Attorney Monteleonewhy is that?

421Realtor Andy LordBecause we're at our last extension date.

422Attorney MonteleoneSo I think you, you mentioned that, that you were sitting at the you're seeing at the closing table.

423Realtor Andy LordYes,

424Attorney Monteleonewhen this conversation was happening, and who, who's with you.

425Realtor Andy LordDrew Janice, the in the title attorney that was doing the closing.

426Attorney MonteleoneOkay? And while you're waiting, how did you, how did you contact or connect with Mr. Mr.

Rinaldi

427Realtor Andy LordWe were texting. He wouldn't answer the phone.

428Attorney Monteleonedid? Did Mr. Rinaldi ultimately come to closing?

429Realtor Andy LordNo,

430Attorney Monteleonewhat was your understanding of why not?

431Realtor Andy LordBecause he wasn't making the money that he wanted to make,

432Attorney Monteleoneand he made a promise to you to suggest that he was aware that he could, he could sell it to others for

more

433Realtor Andy LordYes, 434Attorney Monteleonesuch as, what?

435Realtor Andy LordWell, line 32 says, I could have it sold next week.

436Attorney MonteleoneSo what do you? What do you? What did you understand that that mentioned to you when he's when he's texting, I can have it sold next week.

437Realtor Andy LordThat was, you know, as complete. It would be a highly desirable property, and it likely would sell very quickly.

438Attorney MonteleoneWhat was your impression about extent to which Mr. Rinaldi was aware of the present market value of for for that house.

439Realtor Andy LordI think he was very aware of the market value before.

440Defendant RinaldiObjection, speculation, Justice Daniel Billings 1:42:46 objection overuled

441Attorney Monteleonewhat did what did that mean for Drew?

442Realtor Andy LordMeant that drew didn't get the house,

443Attorney Monteleoneand at that point in March, how long had drew spent waiting

444Realtor Andy Lordsince August,

445Attorney Monteleonenothing further. Justice Daniel Billings 1:43:18 Mr. Rinaldi,

446Attorney MonteleoneYour Honor, before we transition, can I just clarify that I think that I failed to move admission of exhibit four, which is the executed version of the correct spec sheet. Justice Daniel Billings 1:43:50 Okay, any objection on admission of exhibit four? It's admitted on

objection.

447Attorney MonteleoneAll right, okay. I think that's the only one right now.

448Defendant RinaldiOkay, looking good. I So you said that your experience prior with builders, who did you list the house for which builder or prior to cape rd

449Realtor Andy LordWho did I list the house for?

450Defendant RinaldiWell, like you just said, your prior experience. What would you have a prior experience?

451Realtor Andy LordI sold 200

homes

452Defendant Rinaldiprior to cape rd

453Realtor Andy Lordprobably over 100 at that point. So I work with many builders.

454Defendant RinaldiCould you name a

few

455Realtor Andy LordRobi builders I can't think of the other ones

456Defendant RinaldiThat's fine. So you're well aware that when building

happens, it takes an army. You got all these crews coming in. It's a dance, and there's a lot of people obviously building Correct.

457Realtor Andy LordI takes a lot of people to build

homes

458Defendant RinaldiYes, and that's even on a basic home, not a really custom home, like cape rd I mean, it just takes a lot. I mean, you agree to

that.

459Realtor Andy LordYes

460Defendant RinaldiOkay? So when, yes. So when you were you aware that I was in a position where I was building it basically alone when we got into the contract,

461Realtor Andy Lordwhen we signed the

contract?

462Defendant RinaldiYes,

463Realtor Andy Lordno.

464Defendant RinaldiSo when you met with me, I never said that. I'm pretty much on my own here.

465Realtor Andy LordI don't recall you saying

that

466Defendant Rinaldinever so you assume that I did it. Find it odd that when nobody was there was no contractors around, and that I was doing basically everything by myself.

467Realtor Andy LordWell, when we first saw it, you weren't there.

468Defendant RinaldiWhen you first met me, I first met you. Yeah, and Matt never told you that he's doing this on his own because of the way the one's structured.

469Realtor Andy LordNo.

470Defendant RinaldiSo when did you first figure that out? First figure that

out?

471Realtor Andy LordProbably several weeks in when there's no real progress being made.

472Defendant RinaldiI mean, I said and there's no progress being made in August, September, November, whatnot, which is just empty, correct? I'd like to enter exhibit. I haven't missed those 56 but it's from their discovery. It's just a picture of the house that I believe drew took. I think you recognize that, right? Okay, there's this. This picture was taken the day you guys met me in August,

correct?

473Realtor Andy LordI believe so,

yeah.

474Defendant RinaldiSo in Drew's affidavit, it states that he observed the front porch being framed. And you had said earlier that you observed the front porch being framed. Do you see a front porch? porch being

framed?

475Realtor Andy LordNo, okay,

476Defendant Rinaldiso he mentioned the appraisal, and appraisal you identified the front porch, but that's in September. It's a month later. drew, testified as well as you that the front porch. You You believed it to be included in the contract because it was already being framed at the point when you signed the contract, but this shows that it wasn't. So how'd you do?

477Attorney MonteleoneMisstating, misstating the prior

statement.

478Defendant RinaldiHow? So,

479Attorney Monteleoneverified it

incorrectly.

480Defendant RinaldiOkay, I'll rephrase what did you say earlier about what you viewed the front porch when you were under

contract.

481Realtor Andy LordI don't recall exactly what I said earlier.

482Defendant RinaldiSo when we when you met with me that day, just before you signed the contract, because it was pretty close,

correct?

483Realtor Andy LordPretty close.

484Defendant RinaldiYeah, did you observe the front farm porch being framed

485Realtor Andy Lordno, but I observed the way the building was built to accept the farmer porch and the roof over it.

486Defendant RinaldiHow so

487Realtor Andy LordBecause in that

picture?

488Defendant RinaldiHow so?

489Realtor Andy LordSo that picture with the original picture from your email would be logical to assume there would be a front porch.

490Defendant RinaldiWhy couldn't it be the same as this home with that small porch? Why couldn't you do that with this? Couldn't you do that smaller porch with this?

491Realtor Andy LordWell, you're the builder, but the picture that we were provided prior to going under contract showed a Farmers porch.

492Defendant RinaldiI understand I get that, but now that email I sent to Matt, I don't even know if I sent it, but I sent to Matt, there's nothing an email indicated that I was that I wanted that sent to you, correct?

493Realtor Andy LordI don't know.

494Defendant RinaldiSo is it fair to assume that I may have sent it to Matt with no intentions of having it sent to you?

495Realtor Andy LordThat'd be fair.

496Defendant RinaldiOkay, so Nonetheless, when you you said you create. Did you create the original contract when you made the

offer?

497Realtor Andy LordYes

498Defendant RinaldiSo why didn't you use the rendering that you got on the August 5th email?

499Realtor Andy LordBecause we didn't have a full spec sheet. Was just a picture of the front of the building

500Defendant RinaldiYou could have taken that rendering and just put it right on that spec sheet, because you created it

501Realtor Andy Lordbut it wasn't on the MLS

listing,

502Defendant RinaldiI understand. But I mean, you could edit it, you know, you could do listings Correct. You could have done that correct.

503Realtor Andy LordI can't edit somebody else's listing. What they're providing for me is what we're intending to purchase.

504Defendant RinaldiSo Matt, put that together. Isn't what you're a saying

505Realtor Andy Lordthe MLS listing,

506Defendant Rinaldiyeah. So if it had the older

version,

507Realtor Andy Lordyes.

508Defendant RinaldiSo you didn't think it was wise to add an addendum, let's say, with the new picture and the new square

footage

509Realtor Andy Lordwe had at that point, requested a new a new scope of work. We had been informed that the prior buyer had made the changes, and we were waiting.

510Defendant RinaldiSo that was a month later,

correct,

511Realtor Andy Lordthat we finally got

it?

512Defendant RinaldiNo, that you requested

it?

513Realtor Andy LordNo, we requested it early

on,

514Defendant Rinaldiso you so. Why? Why not? Why not have it included? Why? Why sign a contract for a 1900 square foot home? If that's not what you were signing up for, why not include it with the sale? I mean, you clearly have a lot of experience. Wouldn't it make sense to do that?

515Realtor Andy LordBecause I had nothing to include at that point. All I had was a picture.

516Defendant RinaldiYou had a picture. You could have said 2000 someone square feet, correct?

517Realtor Andy LordBut if we're gonna, if we're going to write addendum saying that we're specifying certain things. We want to know what's being specified.

518Defendant RinaldiSo you're trying to say that you intentionally signed a contract for less square footage and a smaller house and didn't make any mention of a large house and large square footage that was intentional.

519Realtor Andy LordThe increase in price from 375, to 385, was to account for the changes that were being made,

520Defendant Rinaldibut you intentionally didn't include it in the contract.

521Realtor Andy LordWe didn't have it to include it in the contract.

522Defendant RinaldiWell, you just said you had that, obviously, with the email rendering, and you knew what the square footage, right?

523Realtor Andy LordBut that's not a scope of work. That's nothing that we can give to an appraiser to permanent value.

524Defendant Rinaldi You're trying to let the court, let the court say, I mean, you're trying to state that those upgrades were included in the original purchase and sale if they were included. Why? Why not? You could have easily done that. You could easily include them. You could easily said that fourth bedroom needs to be done. I mean, wouldn't it make sense to do

that?

525Realtor Andy LordYes,

526Defendant Rinaldicorrect, yeah. So in the purchase and sale exhibit, sorry. I got an exhibit for the purchases here while we're waiting the appraisal that came in at the end. Do you know the value that it came in

at

527Realtor Andy LordI'd have to look at the final appraisal.

528Defendant RinaldiI can direct you to it. It's um. Do you have that in front of you? The the paperwork?

529Realtor Andy LordYes,

530Defendant Rinaldiokay, I believe it's 420,000 it's

um,

531Realtor Andy Lordyes, it does say appraised, original appraisal,

420,000

532Defendant Rinaldiyou think it's odd that it appraised for 420,000 and yet I sold it for 487 Do you find that a little odd?

533Realtor Andy LordYou didn't sell for

480

534Defendant Rinaldiso no, with the new buyers?

Oh,

535Realtor Andy Lorddo I think it's

odd?

536Defendant RinaldiYeah,

537Realtor Andy Lordgiven the market at that time?

No,

538Defendant Rinaldi\$65,000 just like

instantly

539Realtor Andy Lordwe were seeing houses go hundreds of thousands dollars over asking,

540Defendant RinaldiOkay, so were you aware that work was done after March 5?

541Realtor Andy LordI have never been out there since March 5.

542Defendant RinaldiOkay, so you weren't you doing well with work? There was, you don't know if there's other reasons why that increased price, other than you know, would it be fair to assume that I would continue to work on it?

543Realtor Andy LordYes,

544Defendant Rinaldiand do like the top soil and stuff like that, if I could.

545Realtor Andy LordYeah

546Defendant RinaldiOkay, now you said that. Oh, hold on. Let me direct you to the purchase and sale page. I don't know if these are numbered, but number 18 is prior statements, any representation statements and agreements are not valid unless contained herein. This agreement completely expresses the obligation of the parties,

and they only amended in writing, signed by both parties. So if you look at the spec sheet that was attached, it's not signed, it's not initials, and it's not numbered. I mean, that's you created it correct?

547Realtor Andy LordMm hmmm

548Defendant RinaldiOr do you? I'm not sure how that works, but at the end last page, there is a signature by me, and initials by Drew and Janice.

549Realtor Andy LordI'm sorry. Can you say that? One more time?

550Defendant RinaldiI apologize the purchase and sale the original spec sheet, yes, there's no initials and numbering on any of the pages other than the last page has initials in the signature.

551Realtor Andy LordWell, yeah, so that would be acknowledging that they read it

552Defendant Rinaldiyeah. Well, how is it? How, like these other pages, they're not signed. So why would you know? How would they, why would they be included in the contract, if they're not signed or initialed or anything? Wait, all the other pages are initialed. Shouldn't they be initial too?

553Realtor Andy LordSo we, when we do a purchase sale agreement, take the information that your agent is posted on the MLS, if there's a signature block, like on a purchase and sale agreement, where these forms are prepared. We don't prepare these forms that we fill those in any other document. We will put initials or signature pages on the last page.

554Defendant RinaldiBut you do a number them or indicate there part of it

555Realtor Andy LordWe don't.

556Defendant RinaldiSo paragraph 18 states that unless it's signed and agreed to that both parties. It's not contained herein, so shouldn't those be at least initial or acknowledged?

557Realtor Andy LordNot really understand this. It is signed on the last page,

558Defendant Rinaldithe last page, but that's just that page. So that page counts, but the other pages, I mean, they're not signed, they're not initialed.

559Realtor Andy LordSo if we went back we went back to MLS listing. This is an individual document that's attached to the MLS listing So we

560Defendant RinaldiI get what you're saying, but it's a contract. So in the contract, I mean, Matt put that together not myself, so I never sign that. I never initialed it. I signed the last page. I agreed to the last page. I didn't necessarily agree to the other pages. And in the contract, it states that unless it's signed, it's not included. Well shouldn't those have initials.

561Realtor Andy LordThat's not how we do it.

562Defendant RinaldiNot never. It's never. They never have initials.

563Realtor Andy LordWe never initial every page in

addendums

564Defendant RinaldiOkay, now the September, let me direct you to text messages. Did in September when you, when you prepared the updated spec sheet, a month later, whatnot, I sent it to the appraiser. Apparently, Matt sent it to you. You prepared it, and they sent it to me correct

565Realtor Andy LordPrepared the spec

sheet.

566Defendant RinaldiNo, the second contract, updated spec sheet.

567Realtor Andy LordI prepared the spec sheet.

568Defendant RinaldiListen, I don't know. All I have is, let me, I'm trying. I apologize. I'd like to submit 50 through 53 these are screenshots. I believe you have these dot loop emails between Matt and I. Email between Matt and I with addendum One

569Attorney MonteleoneObjection your honor I have not received a copy of Mr Rinaldi's exhibits prior.

570Defendant Rinaldil'm sorry. I Believe you have

everything.

571 Attorney MonteleoneBut yes, I have documents, hundreds of pages of documents in this file.

572Realtor Andy LordIt's the same as the one I sent you last I mean, it hasn't changed. So it's the same one as before, the

573Attorney Monteleonesense of the isn't the exhibit list that this is the exhibit list that you filed before but it's fine, we can work with this. So where, where are the copies of these?

574Defendant RinaldiYeah, the last one, then the last one I sent you. I thought that that was,

575Attorney Monteleonewhere are the copies of these

exhibits

576Defendant RinaldiI've sent you all them through

email

577Attorney MonteleoneWhen

578Defendant RinaldiWhat do you mean you have every single one of them

579Attorney Monteleonemarked like

this.

580Defendant RinaldiYou have every single one of

these

581Attorney Monteleonenot marked like this. So I object these.

582Defendant RinaldiYes, I will remark these documents correctly as we go. So I apologize. So I'll just move on from that for it now. So did I sign the contract that drew signed in September? Did I sign that

583Realtor Andy LordThe contract you signed in

September?

584Defendant RinaldiThe update spec sheet one,

yes,

585Realtor Andy LordYou did not

586Defendant RinaldiI did not sign. Okay, so he talks a lot about it, right? I never signed it, correct? So I shouldn't be bound by it. Do you What's your opinion on why I didn't sign it?

587Attorney MonteleoneObjection, calls for leave well, calls for speculation. Justice Daniel Billings 1:57:30 Object

overruled

588Defendant Rinaldiwhat was your belief that why I didn't sign it in September?

589Realtor Andy LordWhat was my belief that you didn't sign the update spec sheet in September because we couldn't nail you down for anything. Your phone was dead three quarters of the time. Let's be

real.

590Defendant RinaldiYou were there daily. So you couldn't pin me down,

591Realtor Andy LordI can't have you sign things. I don't represent you. I never represented you.

592Defendant RinaldiThere was pretty muddy waters. I mean, you were there constantly directing me to do things. I mean, you say that you say that you can't represent me, but yet you certainly directed me to do, of all things. So I mean, you were, you're definitely a very dominant person, and you definitely know how to play

things. And you know, I, you know. So your testimony is that you don't know why I didn't sign it. You couldn't pin me down. My phone was off, even though you were there daily or a couple times a week, let's

say

593Realtor Andy Lordeven if I was there a couple times a week, I can't force you to sign anything. I can't counsel you or advise you to

sign.

594Defendant RinaldiYou never asked me

to

595Realtor Andy Lordit's it's not my side of the transaction

transaction.

596Defendant RinaldiI have text messages that I'll point to there. You ask me sign extensions. You ask me to sign things.

597Realtor Andy LordIf I was directed by your agent to talk to you about it, then I would

598Defendant Rinaldiokay. So in September, Justice Daniel Billings 1:58:41 well, hold off

599Defendant RinaldiYep, sorry, Justice Daniel Billings 1:58:42 you proposed an addendum the addendums that have been admitted to evidence that you've testified about. How did those?

600Realtor Andy LordThe extensions, Justice Daniel Billings 1:58:51 yes, the extensions, the the addendum that allows Mr. Pierce to move in. How did those come about

601Realtor Andy Lordso I prepare those. I would send them to his agent. His agent would present them to him, if he signed them, then they'd be part of the transaction. Justice Daniel Billings 1:59:09 So did that ever happen with what has been referenced as the corrected spec

sheet?

602Realtor Andy LordDid whatever happen? Justice Daniel Billings 1:59:17 Was there a proposed addendum to reflect that the contract was intended to include as the scope of work, what's outlined in the corrected spec sheet. Was there ever an addendum proposed to Mr. Rinaldi to reflect the corrected spec sheet?

603Realtor Andy LordThe only thing that I can think of that we'd have, I don't know if it's in this, is the new construction addendum, which would allow the buyer and the seller each a certain amount of days to review the plans and review zoning and that sort of thing. Justice Daniel Billings 1:59:49 But the corrected spec sheet, as you've referenced it, that came out of that that was presented from your testimony more than five days after the original

604Realtor Andy Lordit was Justice Daniel Billings 1:59:59 My question is, was there ever an addendum to the initial purchase and sale agreement to reflect that the sale price was intended to reflect the work and the what you referred to as the correct spec?

605Realtor Andy LordNo, Justice Daniel Billings 2:00:14 Mr. Rinaldi, sorry to interrupted you.HUGE LIE - ANDY CREATED AND SENT ADDENDUM 1

606Defendant RinaldiOh, no, you're fine. Thank you. So in the text here you state, this is from their exhibits, where you state that was supposed to be signed back in September, you signed it in September, when you're trying to get me to sign that correct.

607Realtor Andy LordThe spec sheet

608Defendant RinaldiDo you recall

that?

609Realtor Andy LordI do recall that

610Defendant RinaldiYes Yeah, do you remember it was like February, or something like that? Okay, I did. I never did. End up signing that updated spec sheet, correct?

611Realtor Andy LordNot that I'm aware

of

612Defendant Rinaldiyeah. Okay, so, and then the possession prior to closing, addendum, I got a text I believe it's exhibit. What exhibit is this? Plaintiff's Exhibit? I'm not sure it's the text messages, but when you say, sent you the addendum for the Oh, no, I'm sorry, that's Matt. Oh, wait, we're here we go you say on page, not line numbet six. Exhibit F is under it, but I believe their exhibits are numbered line six. You said, because the scope of the work didn't specify the drywall specifically, it just a garage to be primed and then the back road. Now you wanted those added to that new contract correct the easement to the back

road?

613Realtor Andy LordYes.

614Defendant RinaldiNow that's that would you would think there would be consideration for that additional option,

correct?

615Realtor Andy LordI don't remember if that's something the lender was requesting, but the the right of way from that back road was in the deed, the deeds for the property that the house was built on.

616Defendant RinaldiSo the original two that That was for this one, not, I don't believe this one you guys were

617Realtor Andy Lordso the right of way to get to the back right.

618Defendant RinaldiYeah,

619Realtor Andy LordRotary,

620Defendant Rinaldiyeah.

621Realtor Andy LordSo you have the lot before, yep, never in past the house,

622Defendant Rinaldiyeah,

623Realtor Andy Lordand then to access this lot, yes, same road,

624Defendant Rinaldiyeah. So Matt says, just before you you're on this text sending you an addendum for the easement to the back road. So he's trying to get me to sign and to agree to an easement to have that right away.

625Řealtor Andy LordI think we just needed to document it for the lender, but

626Defendant Rinaldiyeah, to me to agree to it, yes for the deed to say it correct, but yeah, but no, no consideration was offered for that

correct.

627Realtor Andy LordI am not aware of

any

628Defendant RinaldiOkay, and then you said, because the scope of the work I go. Why is the garage part of it? That's already done. You said because the scope of the work didn't specify the garage. Now, you did direct me to to drywall the interior the garage, correct?

629Realtor Andy LordI directed you to drywall the

garage.

630Defendant RinaldiYeah,

631Realtor Andy Lordyeah. There has to be drywall, two layers drywall, because a firewall between the house and the

garage

632Defendant Rinaldiyou didn't direct me to drywall the whole garage.

633Realtor Andy LordNo, then I said that. I believe it says, HUGE LIE SEE RECORDING DAY 4

634Defendant Rinaldiso there's no text between me and you.

635Realtor Andy LordI have no idea.

636Defendant RinaldiI say, Please change it back. Road only. I would have been

better off doing renovations the past. Hold on. Where was it? It says, I apologize. Anyways, you go because that was signed by Drew back in September, but not going to rewrite everything for no reason, and then I'm sorry. No, seem to know where that is, nonetheless, Justice Daniel Billings 2:03:38 just so the records clear about the exhibit that's being referenced

637Defendant RinaldiYeah, I'm Justice Daniel Billings 2:03:42 questioning. It's, it's marked as plaintiffs exhibit 16. I believe it may have been referenced briefly previously, but it's not been offered Unknown 2:03:48 thank you. I appreciate it. So do they haven't offered it as Justice Daniel Billings 2:03:56 not yet.

638Defendant RinaldiAm I allowed to offer their Justice Daniel Billings 2:04:04 I mean, is there any objection to plaintiff exhibit 16 being

admitted?

639Attorney MonteleoneNo, your honor Justice Daniel Billings 2:04:10 all right, so Plaintiff's Exhibit 16 is admitted

640Defendant RinaldiOkay, thank you. So let's move to prior March 4. You said that there was no I never demanded anything for escrow right from along those lines, correct,

641Realtor Andy LordYeah correct

642Defendant Rinaldiwhat you testified too Okay. Now you and Matt are obviously pretty close. I would assume, is that fair to

say?

643Realtor Andy LordI mean, I worked at this

company.

644Defendant RinaldiI get that so, um, but you guys were communicating at this time.

645Realtor Andy LordYeah,

646Defendant RinaldiOn the same page now on March, I believe third or fourth, you met with Lincoln capital, and Matt and my bank, Lincoln capital,

correct?

647Realtor Andy LordI have never met with

Lincoln.

648Defendant RinaldiNo a phone call, you had a phone call I believe the day prior,

649Realtor Andy LordI was actually not part of that phone

call.

650Defendant RinaldiOh, you didn't end

up.

651Realtor Andy LordI wasn't invited to it

652Defendant RinaldiOkay so there was, this is from plaintiff's discovery. This is from their discovery file. I don't have my I literally ran in here because I was late because I didn't know the time. So I apologize. I don't have these marked properly on my exhibit list, but I do have everything numbered, but they are on the exhibit list that I provided him. I just don't have them numbered. I do have them number I just don't have them numbered on the exhibit list, if that makes sense, which I can Justice Daniel Billings 2:05:45 so are we talking about an email like a text message exchange?

653Defendant RinaldiThese were they provided a text exchange for their discovery file between Matt and Andy. And then there's more, from Craig Mathesion . I just like to admit those and I had a numbered 24 through 29 Justice Daniel Billings 2:06:02 Do you know if these are in your exhibits? Mr.

Monteleone,

654Attorney Monteleonethey're not, they're not. Can I? Can I review them?

655Defendant RinaldiYeah, see if I can pull that

up.

656Attorney MonteleoneOkay, I object to both these exhibits, given that there

they are hearsay involving third parties. Justice Daniel Billings 2:06:40 So they're, they're text messages between who

657Defendant RinaldiThe realtors . Justice Daniel Billings 2:06:45 Do they involve this?

658Attorney MonteleoneThey're not all text messages between the realtors.

659Defendant RinaldiCraig one

660Attorney Monteleoneeverything

with

661Defendant Rinaldithis is between Matt and

Andy,

662Attorney MonteleoneMatt and Andy and everything you've written on, everything you've written on that piece of

paper

663Defendant RinaldiI can scribble that out I apologize, that's my notes

664Attorney MonteleoneThat's hearsay and the document that is between Andy and the lender is all hearsay

665Defendant RinaldiI mean, that's between Andy and the bank discussing this actual situation. These are documents you provide me in your discovery file. And how is hearsay? What was your objection? These are business records. I mean, they're clearly business records. He's testified that his emails and texts and all Justice Daniel Billings 2:07:27 you need to ask him about the specific document before he can make

666Defendant Rinaldithat yeah, I apologize, and you're discussing document 28 sorry that's not it sorry. Document 29 from Andy Lord to Craig Mathison. I mean, he testified that he talked to the lender about this stuff, so it's nothing new, and this is all stuff you he had already testified to.

667Attorney MonteleoneYes, I've objected to that

document

668Defendant RinaldiOn what

grounds,

669Attorney MonteleoneOn the grounds of

hearsay

670Defendant Rinaldithis is a business record. Justice Daniel Billings 2:07:53 You can't just say that. You need to establish it through the witness. It may very well be

671Defendant Rinaldiyes. Justice Daniel Billings 2:07:55 You need to show it to the witness and establish a basis. Anything can be admitted as a business record. So I'm going to take a break at this point. What you need to do is mark, just to make sure. And then when we introduce them to the witness, you need to know how they're marked, and then have them see them and ask about them. Thank you. So let's think about it. Transcribed by exhibit R Page one, as well? Is exhibit Q? Page one through five. believe this is between you and Craig Matheson Does that look familiar? Can I Justice Daniel Billings 1:00 you may

approach

672Defendant Rinaldi1:03 These are technically Matt and You on the day of closing came from the discovery file So you mentioned with the lender, I can see here exhibit R umm you say to him, and technically, the base coat is there, just not The finished coat. What did you mean by that? Andy Lord 1:42 That the gravels down.

673Defendant Rinaldi1:44 It's a gravel. Okay, so then with Matts you say exhibit R, page four. I believe this is Matt saying, technically, it's not in the contract, just base coat. Is that indicating that the paving, Andy Lord 2:10 Can I see

674Defendant Rinaldi2:10 yep, you should. Andy Lord 2:27 Okay, so, yeah, I think that was Matt.

675Defendant Rinaldi2:30 What do you what was your interpretation? What he

was saying to you, when he's saying technically, it's not in the contract. Is he implying that the paving like mine, I wasn't obligated to pay that. Andy Lord 2:40 I don't know

676Defendant Rinaldi2:42 Okay, so you didn't really know why he said that. Andy Lord 2:45 No

677Defendant Rinaldi2:45 Okay, you also said that I offered in several texts that I offered to give you till Monday. You said, That's not possible. Now, we just signed a one day extension. We could have signed a three day extension, certainly, right? Andy Lord 3:00 Probably could have,

678Defendant Rinaldi3:01 yeah, well, you because you testified that the contract was over and there's nothing we could do. But why didn't you sign a few date? Why didn't you want to discuss it on Monday? Andy Lord 3:11 Well, it wasn't really up to me at that point, so the lenders prepared the docs. The title company was already there.

679Defendant Rinaldi3:17 Yeah, Andy Lord 3:17 you know, it's that would have been more than just, you know, just a, hey, we're getting to closing date. We need to extend this. I At that point I can't schedule all that. I don't know if they're available.

680Defendant Rinaldi3:30 So your testimony is that you can't, you can't extend it. Is that your testimony Andy Lord 3:35 you could extend the contract?

681Defendant Rinaldi3:36 Yeah, so, so why? Why did you, when I offered to give you to Monday, and discuss it, let things cool off and discuss it Monday why did, why did you not want to do that? Andy Lord 3:46 I don't think it was ultimately up to me.

682Defendant Rinaldi3:49 So was it up to Matt I mean, you guys were negotiating Andy Lord 3:52 Its not up to him It's between you and the buyer

683Defendant Rinaldi3:55 Yeah but I'm, I'm, I'm talking to Well, I'm really, I'm talking to you. I should have been talking to Matt, but I'm discussing it with you. I'm saying I'll give it to Monday. Your response is the contracts. I believe if I get the messages that something along the lines the contract's off Monday, or something like that. So I just, it just seems odd that if you guys were willing to work with me, why wouldn't you just wait to Monday? Hear me out, try to work it out. And then with exhibit Craig says to you,

684Attorney Monteleone4:22 Objection, that's hearsay

685Defendant Rinaldi4:25 um, sorry. This is the exhibit R page one. It's a business record between Craig Matheson, the mortgage company, and Andy, where he's trying to get the escrow removed. He's already testified to talking with him. I mean, it's really no different. This is just the paper version. Justice Daniel Billings 4:40 Well before you can make reference or offer the exhibit, you need to establish that that's the exhibit, right? You need to establish from testimony from the witness, what it is and whether or not it meets the admissibility as a business record

686Defendant Rinaldi4:53 I'm sorry. I thought when i handed him those two I thought I apologize. I thought I had because I gave them these five and this one and have them look over them. Justice Daniel Billings 5:02 Well, you can have him look over them but you have to ask the I mean, again, got you, is this things you have to

687Defendant Rinaldi5:07 I got you Justice Daniel Billings 5:07 for things to be admitted. Unknown 5:08 Does this look accurate, Matt's text message between you and Craig Mathison, Andy Lord 5:12 yes, that's the text message

688Defendant Rinaldi5:13 Ok So the witness identifies it as the text exchange between him and the bank. So, I mean, I see it as a business record.

689Attorney Monteleone5:24 He hasn't moved to admit it. However, I object to

any characterizations of what it says that are inadmissible hearsay,

690Defendant Rinaldi5:32 I'm trying to admit it right now, and it's a business record. It's a common business record between the bank they've testified to the exchange between him and Craig? This is proving that their prior statements are inconsistent as well. And again, business record, this is very common to you know, he keeps his text as records in the industry as his very common business record, and it was provided by them to me. Justice Daniel Billings 5:59 So you did, I just the you didn't offer any of the text messages that were referenced in this witnesses. Earlier testimony, correct?

691Defendant Rinaldi6:11 No,

692Attorney Monteleone6:12 no, Your Honor, the the text message that's being referenced right now was, was not referenced or discussed. It was there. There was discussion about the conversations, what Mr Mr Lord spoke to the bank. There was not characterization about what was said to him. Yeah, that's, that's what hearsay

693Defendant Rinaldi6:34 They said the bank said that they couldn't remove it, is what he said. He said the bank said it, and this is proving that that's not true. First of all, and second of all, this is in line with what they already testified to. I mean, he said that the bank, he talked to the bank, the bank said they can't remove it, and because they tried to have it removed, and he asked them, What was the conclusion? He said that it can't be removed or something like that, right? Justice Daniel Billings 6:56 That may have been hearsay, but there's no objection to it.

694Defendant Rinaldi6:58 I understand so but it is a business record, and it is proven prior statements inconsistent, which are both exceptions to hearsay. Justice Daniel Billings 7:09 Well, I'm going to, why don't you show why don't you show the record to the witness and ask him what you're going to ask him, and I'm going to defer any ruling Okay, he he did. You may be able to show him, maybe ask him about it, with it, actually, without it being admitted. So show him

695Defendant Rinaldi7:26 okay, Justice Daniel Billings 7:26 just and then ask your question.

696Defendant Rinaldi7:27 He did. He did acknowledge it. It is authentic. It's their exchange. Justice Daniel Billings 7:32 Just show it to the witness and then ask whatever question you want to ask about it

697Defendant Rinaldi7:37 he says to you, man, Justice Daniel Billings 7:39 yes, and both of you may have approached the witnesses. I'll only get involved if you appear to be trying to intimidate them, which I don't think it's going to happen. So you can both approach the witness to show them documents without further permission from the court, because everybody's been fine so far. Just if people start to get in each other's faces. That's not but everybody's been fine so far. So you just save time. You don't have to ask, as long as you're being appropriate, which everybody is.

698Defendant Rinaldi8:09 Thank you. And I want to stress the importance of this, because it's Justice Daniel Billings 8:12 just show him the document and ask him questions

699Defendant Rinaldi8:14 So there you say, technically, technically, the base coat was there, just not the finished coat. And then he says, can't be removed if we're closing today, which kind of, I would say, maybe, implies that maybe the following day or Monday, is what my question is. You know, in your affidavit, which we will get to, and I will admit you state that you know the base coat wasn't there. But here you're saying, technically, the base coat is there. Andy Lord 8:44 The gravel was there. So if we're I think that we need to be aware of what we, all of us, were talking about at that point. So I remember, and I can't remember who it was that came out there with an excavator, and it went from a mound of dirt that we couldn't even walk over to a drive, a driveway, a thing, and then Gravel was brought in. I would agree that gravel is a base coat.

700Defendant Rinaldi9:12 Okay, yeah, so. But would you agree? Because you said it couldn't be removed from escrow? Would you agree Monday, it potentially could have been because, I mean, he's he's saying it just can't be done today.

701 Attorney Monteleone9:23 Objection calls for speculation

702Defendant Rinaldi9:26 What's that? Andy Lord 9:26 He says, We right here. He says he can't remove that from the escrow. Hold back

703Defendant Rinaldi9:31 if we're closing today. Andy Lord 9:32 It says can't change anything if we're closing today.

704Defendant Rinaldi9:35 Yeah. So Justice Daniel Billings 9:38 the object is overruled. You can answer.

705Defendant Rinaldi9:40 Thank you. Andy Lord 9:42 So is the question.

706Defendant Rinaldi9:44 The question is, your testimony earlier was that it can't be removed, whatnot, or it couldn't be removed. But I mean, from that message between you and him, it's pretty clear that you know it could have been removed, just not that same day Andy Lord 9:58 it might have been able to be removed, but.

707Defendant Rinaldi10:00 The Follow Monday. If you guys agreed to meet Andy Lord 10:02 It wouldn't be so we wouldn't the lender doesn't approve this. This goes back to the appraisal. 708Defendant Rinaldi10:08 I understand things have to be done that way. I'm

708Defendant Rinaldi10:08 I understand things have to be done that way. I'm gonna say, but between us, you know, I mean you guys were asking them. They said, not today. But, I mean, you could have said, well, can you get it done for Monday, but you guys chose not to do that. Correct? Andy Lord 10:25 Again, it's not really something I can change if

709Defendant Rinaldi10:29 negotiations are happening. I mean, clearly, obviously, that's how things work, you know? I mean, Andy Lord 10:34 it wouldn't have been Monday. It wouldn't have been Monday,

710Defendant Rinaldi10:37 Tuesday, I don't know, but I'm just saying, You know Andy Lord 10:39 It was like a month out

711Defendant Rinaldi10:39 you guys chose not to try that, try to honor what they were, what we were trying to pull off, and decided against that, versus because you try to get it removed, because you could be removed today. So it just, I, I'm trying to understand why. Didn't want to do the part. Didn't want to wait till Monday. We just did a day extension. You know, we could easily done a three or four day extension. You know why? You wouldn't just wait till, you know, see if you can have it removed, and then, and then everyone closes, you know, Andy Lord 10:40 but this isn't saying that we absolutely could have had it. We can request that it's removed, which triggers another whole appraisal,

712Defendant Rinaldi11:15 I understanding, I get all that, but I'm just saying, like you, you guys. I mean, it seems like you guys chose not to, not to wait just we're done. Andy Lord 11:25 Okay.

713Defendant Rinaldi11:26 Is that fair to say here? Andy Lord 11:31 Yes,

714Defendant Rinaldi11:32 okay, thank you. And then the base coat I'd like to submit, and then again, I don't know if we did this, but exhibit Q 1 through 5 I've yalready discussed this with them, but these are the messages between him. I wanted to admit this into evidence. I don't know if you have an objection Justice Daniel Billings 11:55 between him, him and the two realtors.

715Defendant Rinaldi11:58 And again, from from them, they gave this to me, so I don't know if you objected to that or not.

716Attorney Monteleone12:08 So the version that we've been discussing is not what we gave to you, it's what you've submitted, and that's what's exhibit

17.

717Defendant Rinaldi12:14 Can you show

me? 718Attorney Monteleone12:18 Oh, no, I'm sorry, this the end or to admit understand what we're talking about. Justice Daniel Billings 12:25 Any objective

719Attorney Monteleone12:26 to admission, Justice Daniel Billings 12:27 yeah,

yeah, 720Attorney Monteleone12:28 object that there are several statements within that correspondence in which the agents have copied and pasted messages with others into this text message thread. So those copy and paste messages aren't themselves hearsay, but so subject to redaction of those copying and pastings, then no objection to any of the remainder of these contents.

721Defendant Rinaldi12:52 Okay, am I? I'm just gonna reiterate business business record Justice Daniel Billings 12:56 Right but that doesn't, this

722Defendant Rinaldi12:58 I sorry, Justice Daniel Billings 13:00 yeah. I'm not sure. Text messages, just because they're saved, make them business records. There are other parts of the rule that are, that are, need to be complied with. So I mean, if they're not, if there's no objection, it's one thing. So what are the text? What are the copy and paste stuff?

723Defendant Rinaldi13:18 So they so he copied, so the Craig exchange. He took a screenshot of this, something with him and Craig, and sent it to Matt, so they're the broker. And then there's a picture of a bisonette plumbing bill, which I don't think that's, I believe that. I think you're just talking about this part of the contract with this. It this, and then, and then the response from

Craig.

724Attorney Monteleone13:44 And then there's, there's one more,

725Defendant Rinaldi13:46 your talking about the plumbing bill?

726Attorney Monteleone13:47 No, I'm talking about the reference to the to the forwarding that's happening here. That's a forwarding

message,

727Defendant Rinaldi13:55 yeah, that's from

me.

728Attorney Monteleone13:56 So it's, it's outside of that record.

729Defendant Rinaldi14:00 So that's something i i said to Justice Daniel Billings 14:04 right? But you don't get to offer your own out of court statements. You he can't offer your out of court statements, but you don't get to offer your out of court statemenents

730Defendant Rinaldi14:05 okay? And unless I'm testifying, obviously, Justice Daniel Billings 14:13 right?

731Defendant Rinaldi14:13 Yeah, okay, that does. Justice Daniel Billings 14:16 But so I'm going to sustain the objection because of the

732Defendant Rinaldi14:20 okay, Justice Daniel Billings 14:21 because of the forwarding stuff

733Defendant Rinaldi14:22 that's fine. So other than that, we're good, right on this document, other than those, Justice Daniel Billings 14:28 Well I think you have to, no, I think you have to prepare, I mean, as you're presenting it, it has stuff that's not admissible. So I'm sustainable the objection.

734Defendant Rinaldi14:39 Because he objected to these, these pieces that are Justice Daniel Billings 14:42 the objection is to the document as is. So it which includes those pieces. So you'd have to prepare a document that

735Defendant Rinaldi14:48 he said redacted. So if I redacted them, obviously they'd be fine Justice Daniel Billings 14:53 all I can rule on it before me. Now which is objectionable. So the objection is sustained that's no prejudice to anything that may be offered in the future.

736Defendant Rinaldi15:04 Okay, okay, I'm sorry. I'm a little confused. This is all a little new to me So, okay, one last, let's keep going. I Okay, so, so again, you stated that in August, September, November, like no work was getting done, correct? Andy Lord 15:34 Not a lot of work.

737Defendant Rinaldi15:35 Not a lot of work. Okay? And then we've already admitted the picture of the house. I'm sorry for being such a mess. Justice Daniel Billings 15:44 We referenced it I don't think it actually was

738Defendant Rinaldi15:47 okay. I apologize. I'm so sorry. I Okay, and this one is exhibit W on my exhibit list Justice Daniel Billings 16:37 Any objection to admitting picture of the house previously to discuss that

739Attorney Monteleone16:47 Objection it's not an accurate representation, given it's a black and white photo, and there is a color version. What was produced was a color version,

740Defendant Rinaldi16:55 I'm not sure if it may have been, I mean, it's, it's, I mean, I don't think the colors gonna change, really anything from the picture. Justice Daniel Billings 17:04 Objection overruled the courts heard testimony about why it was offered

741Defendant Rinaldi17:10 so again. So that's from, I believe it's when you met at the house that day in September, I'm sorry, August, just before you signed, like day two or three, before you signed the contract. That's what the house looked like. Now, if you look at Plaintiff's Exhibit, the appraisal that you guys discussed earlier in September, there's a picture where the front porch, and you identify the front porch, bonus porch being built. Hold on one second. Where is it? Is the appraisal. So, okay, yeah, so do you have this before you it's the appraisals. Okay, so there's been plaintiffs exhibit, I'm not sure which exhibits. It should be right here,

742Attorney Monteleone18:12 five

743Defendant Rinaldi18:13 Five. Yes, sorry, plaintiff exhibit five, as you can see, this is in mid September, about a month later, you're going to see. You know, front porch being framed, quartz going on there. I mean, quite a substantial amount of work being done now. So just a month later, roofs all on roof wasn't even framed, I think on that one. I mean, it's substantial for one person it's a substantial amount of work. would that be fair to say? Andy Lord 18:49

What

744Defendant Rinaldi18:50 there's substantial amount of work had been done in that one month? I mean, that picture is from when we met mid August, and then month later you got the roof completely done. You know, the quartz on front porch framed windows in I mean, that's a lot of work for one person in one month. I mean, you know, so, I mean, you were saying nothing was being done and these two pictures show that quite a bit was being done. Andy Lord 19:13 I was saying, you know, given the original timeline of this being done,

745Defendant Rinaldi19:18 no, I understand, yeah. So you also said that we were always a couple weeks out or whatnot. Now you've clearly had experience in the business. You stated that you testified to that testified to scheduling and all that, which is fine. I don't dispute it. I know you know what you're doing, but my question is, if so you know these builders, if you ask the builder if they could build a custom home with wetlands and a very difficult backfill and all this stuff in nine months, single handedly. most people would would probably say that's insane. That's not possible. Would you think that's a fair assessment, considering how much work it takes to build a house, especially a custom house like this. Andy Lord 19:51 I mean, I've never built a house like this,

746Defendant Rinaldi19:53 yup Andy Lord 19:54 does seem like a lot of work

747Defendant Rinaldi19:55 It does, right, correct? Yeah. So nine months, I mean, I mean I'm sleeping in my van I mean, clearly. Have it. So you're testifying that nothing was getting done, but the evidence shows that a lot was getting done, and that was pretty much working around the clock. And so, I mean, it's just conflicting. That's all. Would you say it's fair to say that there was a lot of work and done, and it might not have been, and then that one you always said a couple weeks out now, even if I told you that, wouldn't it be fair to say that, with your experience, you can look at and say they're a couple months out, you know what I mean? Would that be fair to say, Andy Lord 20:27 I think we did say that.

748Defendant Rinaldi20:28 Yeah, okay, so, so, but you keep saying that, that holding me to that, like the extensions and whatnot, and the rate lock for example, did you send me a message about the rate block to sign the extension, or anything like that. Andy Lord 20:42 I don't know if I did or not.

749Defendant Rinaldi20:43 Yeah, I think Matt did. I'm positive, so I pull it up. But were you aware that I was never told about the rate lock? Andy Lord 20:50 I was not aware of that,

750Defendant Rinaldi20:51 okay, and didn't know about it till the very end. So you also testified that when I found out, I was mad and just my refused to close in that the reason was because I wanted to get more money earlier you testified. Is that correct? Andy Lord 21:06 Correct?

751Defendant Rinaldi21:07 Now , in the test messages, I say to you why I don't want to close, I say it's the paving. Needs to be removed from escrow and whatnot. Wouldnt you say that's conflicting with what you know, with what your statement was of why I wasn't closing? Yeah, Andy Lord 21:24 that's what was in the text messages.

752Defendant Rinaldi21:25 Yeah. I mean, I was pretty clear about it, you know, why I wasn't closing Andy Lord 21:28 We also had a lot of conversations in person.

753Defendant Rinaldi21:30 Very true, very true. It's fair enough. But, I mean, I'm, you know, stating over and over why I'm not closing and but you're testifying that I'm not closing because I want to get more money. But, I mean, it's the text messages show that I was very clear why I wasn't closing now, why didn't you? You said the reason you didn't because you're not an attorney, but I said four times, I have the legal right to walk. You know, I'm very clear about the fact that I was in the right legally. Why did you guys choose not to tell me I wasn't, or why not to address that? Why did you guys choose not to say, No you're not, or the paving doesn't have to be removed or you're wrong, or anything wrong. Because you guys have been pretty open with me. You weren't scared to say a lot. To say a lot. So why didn't you say that? And it needs to be logical sense to say you're wrong. If I'm saying I have to legal right to walk Andy Lord 22:10 because I'm it's not my job to interpret the law.

754Defendant Rinaldi22:13 But we're negotiating. So, I mean, Andy Lord 22:15 that doesn't give me the right to give you legal advice.

755Defendant Rinaldi22:18 Yeah, but your a realtor this is very common to negotiate and to tell people they're wrong. Andy Lord 22:22 Um hmm

756Defendant Rinaldi22:22 I mean, clearly pretty good at it. You do. Andy Lord 22:25 Um hmmm

757Defendant Rinaldi22:25 You chose not. You chose to allow me to think I was leaving the contract legally, like I was always clearly, under the impression that I was in the right legally. And that's fair to say that I thought I was right. That's all I had the legal right to walk. That would be fair to say based on the text messages, Andy Lord 22:39 that's what you put in the text message,

758Defendant Rinaldi22:40 yeah, Andy Lord 22:40 yes.

759Defendant Rinaldi22:41 Okay. So, so knowing that I believe I'm leaving this legally, you guys chose not to tell me that you think that drew thinks I'm wrong. Andy Lord 22:50 Well, I don't think it's a you guys thing. I don't represent you

760Defendant Rinaldi22:53 I don't need to, but for you in general, you know, what was your dialog with Drew? Or why would you, you know with him? Like, about, should we say you know he's wrong, or let him know that you know this is our position. Andy Lord 23:06 Again, it's not my position to give legal advice.

761Defendant Rinaldi23:10 Yeah? Like, that's, I mean, Andy Lord 23:11 that's not what I do. And it says that right in our purchase and. Sale agreement, it says that right in the listing

762Defendant Rinaldi23:16 Yeah but you negotiate any Matt's even telling you that they have the right to get their stuff legally. And you guys are telling me, I'm obligated to do this, this and this legally, but you're not going to tell me I'm wrong when I'm believing I'm walking away legally, like I'm doing the right thing. I'm in the clear. I mean, you think that you guys would say, If you disagree, you tell me, right? I mean, would you it's not legal advice to tell me your position, and that's normal correct Andy Lord 23:17 Tell (confused)

763Defendant Rinaldi23:33 It's not legal advice to tell me your position that's normal correct on it, like, like, say you believe the paving should be there, or whatever. Normally, if that was the case, you'd say, so, right? Andy Lord 23:46 So my job in this transaction is to take the contract that we have, the spec sheet, that we have appraisal, that we have financing, that we have, coordinate everything, get together, and work in the best interest of my client. I can't decide that you want to walk down the middle of a transaction. It's not my position to acknowledge it frankly.

764Defendant Rinaldi24:03 I get that, Andy Lord 24:04 acknowledge it, right?

765Defendant Rinaldi24:04 But part of negotiation is going back and forth, and sometimes you don't agree. I'm sure you've done a lot of transactions. I'm sure some people said, oh, I want this removed. I want that removed. And you'll say, Well, no, this is here for this reason or whatnot. I mean, that's common correct Andy Lord 24:04 to negotiate thing, yeah,

766Defendant Rinaldi24:06 yeah. In that regard, this does cross the boundaries of the legal because you guys, Andy Lord 24:22 but we're very careful not to cross the boundaries.

767Defendant Rinaldi24:24 I understand that, Andy Lord 24:25 but when you say that I'm I'm walking out of this contract, I have the legal right to I don't know that. You haven't talked to an attorney, and they haven't told you that you have the legal right, I'm not going to argue with you because I'm not an attorney.

768Defendant Rinaldi24:36 So you thought it was smart to let me believe I was leaving legally. You thought that was a good idea Andy Lord 24:41 again, I'm looking out for Drew

769Defendant Rinaldi24:43 I'm asking. Did you think that was a good idea to let me believe I was legally leaving the contract? Andy Lord 24:48 I don't know if I thought you're asking me if I think you made a good decision.

770Defendant Rinaldi24:53 No, no, I'm asking. So we have established through the text that I clearly thought I was leaving it legally like I was okay I Wasn't getting in trouble. And I made it pretty clear, overly clear, you guys thought it was a good idea to not to tell me that you disagree at all.

771Attorney Monteleone25:10 Objection, all right, as to who is you guys,

772Defendant Rinaldi25:13 I apologize. So I would say you and Drew. You guys thought it was a good idea to not let me know that you disagree. Andy Lord 25:21 I'mlt's not my position to interpret the law for the decisions that you're making.

773Defendant Rinaldi25:26 So that's a no Andy Lord 25:27 If You thought you should leave the transaction. You should, prob should have.

774Defendant Rinaldi25:30 But If you said I don't agree with you, I may have closed. Andy Lord 25:34 I think if you read the rest of the text message, when I was basically begging you to come to closing that, I was pretty clear on where my position was in this hole.

775Defendant Rinaldi25:41 Yeah, I just said that you wanted to close. But, I mean, if you disagree legally, like you thought that Justice Daniel Billings 25:46 you've, you've this question's been

answered.

776Defendant Rinaldi25:48 Okay, okay, yeah, no, I got you, I got you. Sorry. Off topic, that's got some of that I would like to submit they showing this view. These are your affidavit, your supplement, supplemental affidavit go into that exhibit OO I think one through, I think, 11. So I should ask those questions and get this into into evidence. Justice Daniel Billings 26:37 Is it

marked?

777Defendant Rinaldi26:39 It's marked 00 and it's numbered as well. Can I use it with him and then give it to him after? Is that I do have another copy, I believe, but I really want to waste your time. Justice Daniel Billings 26:53 Council

778Attorney Monteleone26:54 I object to the admission, but I recognize there may be appropriate places to ask questions about

it.

779Defendant Rinaldi26:59 On what grounds you object to his

780Attorney Monteleone27:01 because the affant is is here to testify

781Defendant Rinaldi27:05 prior inconsistent statements. I mean,

782Attorney Monteleone27:07 we have to have evidence Justice Daniel Billings 27:08 a prior inconsistent statements don't make a whole document admissible.

783Defendant Rinaldi27:12 Okay to proceed, and then Okay, so on your original affidavit, you put Anthony Rinaldi told me that he would not close on the contract to sell the property Mr Pierce for 385 because he wanted to make more money on the transaction by selling to someone else at a higher price. And in the verified complaint, it says I sent a text. So you said they told me, but Is that accurate? Andy Lord 27:37 I believe it is

784Defendant Rinaldi27:38 So can we identify which text I said that in because I know Andy Lord 27:41 I don't believe it was a text. I believe it was when we were standing in front of the house, when you guys were finishing painting the trim, the day of closing.

785Defendant Rinaldi27:48 I didn't see you the day of closing. Andy Lord 27:49 You absolutely saw me the day of closing. I was there, when your dad was there, when you got his truck stuck,

786Defendant Rinaldi27:54 you said on the fourth or the fifth, because there's two closing dates the fourth that made be true The fourth maybr true. Andy Lord 28:01 Okay, so we asked for the time to do our final walk through.

787Defendant Rinaldi28:04 Yes, Andy Lord 28:04 We asked you to leave and you wouldn't. And then everybody was in the backyard trying to pick up the rest of your tools and supplies.

788Defendant Rinaldi28:10 So I just refuse to leave. That's your testimony. Andy

Lord 28:12 you absolutely refused to leave.

789Defendant Rinaldi28:15 That's crazy Justice Daniel Billings 28:16 You can't comment.

790Defendant Rinaldi28:17 I'm sorry. I'm so sorry. I'm so there. I apologize. So, nonetheless, so, what is your? So, what is your? What the What did I say to you on the fourth what was the statement that you're you're trying to say I said, Andy Lord 28:32 I think it was the fifth. But that that you'd relist this and you could sell with another broker for more money.

791Defendant Rinaldi28:38 Are you referred to where I texted you, I could have it sold next week. Andy Lord 28:42 No, I'm referring to me. We were standing in front of the garage. We had this conversation. Your girlfriend was painting above what I think is the laundry room window. I clearly remember this

792Defendant Rinaldi28:54 that I said that I'm not going to close because I want to sell to someone else for more money. Andy Lord 28:58 You said I could sell this for more money, I could sell this quickly

793Defendant Rinaldi29:01 That I said, I'm not going to close. Andy Lord 29:03 I believe you did.

794Defendant Rinaldi29:05 I didn't say because it was paving and painting. All the texts, none of the texts indicate this. There's no text that says this text. Andy Lord 29:10 It wasn't a text I was

795Defendant Rinaldi29:11 well, in their complaint it says it's a text, Andy Lord 29:14 then it's a clerical error

796Defendant Rinaldi29:18 So also in the text, there's a whole section missing that was accidental. You said, Andy Lord 29:26 Yeah, and we realized that. We corrected it on the Second Affidavit,

797Defendant Rinaldi29:29 even though they were pretty important texts that were missing. Okay. Now, in your affidavit, or your supplements affidavit, you say, despite after Mr Rinaldi missed the closing he informed me via text message that text message that he demanded 4000 in additional funds from the buyer before he agreed to close on the sale, with authority from Mr. Pierce, I agree to pay Mr. Rinaldi additional 4000 he demanded, despite my agreement to pay Mr. Rinaldi, additional 4000 he demanded. Mr. Rinaldi still refused to close. March 5 now I demanded 4000 You didn't offer 4000 Andy Lord 30:04 Read the text

798Defendant Rinaldi30:05 Okay, so this is between you and I and I, I believe it says, I'll give you four grade if you come right now, please answer the phone. And that's when I said, out of respect for you. I will talk to on Monday but you guys treated me. This is Exhibit Plaintiff's Exhibit. Says B, but I'm not 17. And then line I line, 53 54 and 55 and 56 sorry, I said I respect you all to talk to your monday but you guys treating me like I was stupid and try to squeeze you for every penny unless I had the hud adjusted I'm not closing today. Im taking back the power and then I'll decide what I want to do. And you put the deals off. Monday. I will give you four grand right now. That gets you to the number you want, right? Is that accurate? Andy Lord 31:34 So I said, What is the number?

799Defendant Rinaldi31:37 Yep, so. Andy Lord 31:38 And you said, so, I need to think about this. We could talk Monday. The number was 17

eight.

800Defendant Rinaldi31:42 The number that they offered was 17,800 Yes, Andy Lord 31:43 which was Yeah. And you go, so were off four

grand.

801Defendant Rinaldi31:46 I go, yes, Andy Lord 31:47 yes.

802Defendant Rinaldi31:47 And you go I'll give you the four grand, right now, yeah. But in your affidavit, you statt multiple times that I demanded \$4,000 that I demanded 4000 if you give me 4000 I would close. That I demanded it, you said it very, very clear to say that I said, Give me 4000 I'll close. And then you say at the end, despite the fact that you gave me what I was I wanted, I still wouldn't close. And

that's far from the truth. Would you say? Andy Lord 32:12 I think if you take the context of the whole text, you know the fact the matter was, you were sending all my calls directly to voicemail Nobody knew where you were. I asked, what you want, what number you said, the number we agreed on. Okay. We said, go back and forth again. That was the number 17 eight. Yeah. So, so wouldn't you say that if we what you wanted was the number we agreed on, which is the 17 eight, which is \$4,000 off? Wouldn't you say that you're demanding that money to close?

803Defendant Rinaldi32:41 No, I didn't say. I didn't think about this. You asked what the number was. I told you what the number was, and no point to that. You offered it to me. It's a big stretch for saying I'll give you four grand, to saying that I demanded four grand, and that when you gave me the 4000 grand, I demanded, I still, for some reason, wouldn't close. That's a big difference.

804Attorney Monteleone33:00 Objection asked and answered

805Defendant Rinaldi33:02 Yep, that's fine. So anyways, I'll keep going. So I this affidavit, I wanted for prior assistant statements, because there it's pretty clear that there are quite a few, and as well as and most of our text messages that are already admitted so exhibit 00

806Attorney Monteleone33:31 objection whatever to the extent that there's a prior inconsistency statement, which I think has not been established here, it's been established testimony. And this is all hearsay of an otherwise available affiant Justice Daniel Billings 33:47 Objection sustained obviously you can, just as you did with this last one, the the prior inconsistent statement itself was read and is admitted

807Defendant Rinaldi33:59 O I got you, Justice Daniel Billings 34:00 but that doesn't make the whole affidavit admissible. If there are others you want to ask him about, feel free to do that.

808Defendant Rinaldi34:05 Okay, I got you. I appreciate that. Now you go on about market value of houses, comps, whatnot, and just say that you estimated between 500 550,000 to purchase a similar home, correct based on, but based on your affidavit, and you did list several in that range that's fair to say right Andy Lord 34:31 Yes

809Defendant Rinaldi34:31 now, the appraisal coming in at 420, is there any reason why that wasn't mentioned? Andy Lord 34:35 Why what wasn't mentioned?

810Defendant Rinaldi34:37 Why the appraisal value wasn't mentioned in your affidavit? The appraisal just came in just like a week or two prior at 420 and you're justifying that you know it was costing this much to replace it, when the appraisal saying it's worth 100 and something dollars less, is there any reason why you didn't offer the like? Mentioned appraisal. Consider that into this Andy Lord 35:02 well, the appraisal is at one specific moment in time. An appraisal is a finite document, so it doesn't increase over so, you know, at this point, the property is relisted in March, right? So, you know, I don't, you can list it for whatever you want that has no relevance on my appraisal, and I don't know if your buyers were cash buyers that didn't need an appraisal, or conventional buyers that didn't need an appraisal. So the appraisal is not for me. It's not really for the buyer. It's for the lender to verify that if the buyer defaults on the mortgage, there's sufficient collateral, there's

811Defendant Rinaldi35:40 But it is an estimation of value correct at that date and time Andy Lord 35:43 Hmmm hm

812Defendant Rinaldi35:44 you're testifying that, you know to purchase a similar was going to cost 100 and something thousand dollars more than that estimated value in just a month. Or a month and some change. Andy Lord 35:54 So what I what I was saying was, here are three listings that match the square footage, the bedroom, bathroom sizes, and here's what they either listed or sold for.

813Defendant Rinaldi36:05 Yeah, no, I see. But there was some, like, painting issues and some small things that you need on this one. So that would obviously take away. These are finished homes. If there was some stuff that we all agree that wasn't up to par, let's say so. I mean, I just you get into that number. I just find it weird that the appraisal was 420 and you know, it's almost, it almost seems a little inflated. It's almost anything I just anyway, other than that, I think. And then, oh, more importantly, your supplemental affidavit, you say, I understand the contract terms, providing that driving would be paid by Rinaldi with base coat to require installation of a hot mix asphalt coating the contract conclusion that the buyer's finished top of six months suggests installed intention to install a coating other than granular base material, which is typically paved over anytime after base layer of gravel is installed and graded. So you're saying here that the base coat wasn't there, correct? Andy Lord 37:05 The gravel base was there,

814Defendant Rinaldi37:07 okay, but per the contract, you're saying the base that I was still obligated to provide a different type of base coat, is what you're saying, right? Andy Lord 37:18 Yes,

815Defendant Rinaldi37:18 okay, now this was, I mean several months. I mean, this is three months after closing, but in your text messages to Craig, you say, and technically the base coat is there, just not the finished coat, so that's implying that I did my obligation. But then several months later, you're testifying under oath that I didn't. So, I mean, I'm just trying to, you know, square these two, what changed in those three months? I mean, you could have all been wrong About the basecoat Andy Lord 37:44 So the basecoat was there, the base of gravel was there,

816Defendant Rinaldi37:56 yeah. So Andy Lord 37:58 we have, we have text messages and emails and stuff. But we don't have our conversations. When we stood there and acknowledged that it was just going to be a base coat, it was going to be a three inch binder, and then it was going to need to be redone the next going on to the next year, just because they're not into it, into a text message

817Defendant Rinaldi38:14 So, we had a conversation about that as well that I don't know about, Andy Lord 38:17 You don't know about.

818Defendant Rinaldi38:19 So nothing in the text though, that indicator, it because the text indicate that you changed your story, Andy Lord 38:24 My text indicated I was working on behalf of that client. He was willing to take the house as is, and if I could have the lender agree to waive that escrow, he would take it to get it to close.

819Defendant Rinaldi38:33 I understand, but you're saying, to Craig that, that it's not, it's not part of contract, it's not there like and technically, I'm sorry, technically, the base coat is there. So I'm good on the contract that you agree on the day of closing is what this indicates, would that be fair to say Andy Lord 38:47 No

820Defendant Rinaldi38:48 we could have all been wrong? I'm just saying that we all had an agreement, is what it seemed like. Andy Lord 38:52 What I'm saying is my client was willing to accept it as it was at that time, and if the lender would accept it,

821Defendant Rinaldi38:58 I'm not asking that. I'm asking you, Andy Lord 38:59 Do I think that it should have been asphalt.

822Defendant Rinaldi39:01 No, I'm asking you, you sent a message to Craig and with Matt. You say, technically it's there, technically it's not part of the contract and whatnot. So both of those together indicate that I was in the right but so you're, you're saying that's that was. These are just being misinterpreted or or what changed? Because this is pretty clear, that you know that you guys agreed with me on that day.

823Attorney Monteleone39:21 Objection? Is there a question? A question? Yeah,

824Defendant Rinaldi39:24 I'm sorry. I mean, I'm just trying to ask him, What,

why? Why his story changed, and why it seems that you agree with me and then you didn't, is what I'm asking. It just seems odd. Andy Lord 39:35 My assumption through this whole thing and what is written in the scope of work is it'll be a blacktop driveway not a gravel driveway, if my client advised me at that point, when we were at the closing table, getting towards closing, to see if a lender would waive the escrow because there's a gravel base on it thats what I

did

825Defendant Rinaldi39:52 But I'm asking about these messages in particular, I understand your I just want specifically you guys are discussing and saying. That basically I'm in the right here, like I want to know specifically, you know, did that just change after the fact? Or what's what Am I misinterpreting here? Because it seems pretty clear that you and Matt both agreed with

me.

826Attorney Monteleone40:10 Objection, asked and answered Justice Daniel Billings 40:13 Objection overruled Andy Lord 40:16 I don't agree with you. This has always been planned to be a paved

driveway.

827Defendant Rinaldi40:21 So can you explain why these? Andy Lord 40:22 No, I thought you said Matt said technically You said Matt is the one that said technically

828Defendant Rinaldi40:25 No this is you and Craig you said technically the base coat was there, just on the finish code. And Matt said, Andy Lord 40:30 I said the finish coat was just blacktop

829Defendant Řinaldi40:31 yeah, but here's what we're talking about the contract. And you're basically saying that, you know, and then matt said technically it's not in the contract, just base coat So, Andy Lord 40:31 so I don't agree with Matt saying that,

830Defendant Rinaldi40:41 okay, all right, but you didn't disagree with him through text at least. Okay, all right. I'll move on, so the possession prior to closing addendum Drew, never moved into the property. That's correct, right? Andy Lord 40:58 He moved his personal property into the

property

831Defendant Rinaldi41:01 when you guys sign this, you guys both texted me, saying, sign this so Drew could put the pod on the property, is what the text say. I can pull up who you like. But I mean, I think we both could agree to that, correct that when I signed it, it was under the assumption the pod. So that was what I was told, like, sign this. So we put the pod on the property. And then later on, they asked if he could move the stuff in the garage. Is that fair to say, accurate depiction? Andy Lord 41:25 Yes.

832Defendant Rinaldi41:25 Okay, so, but he never actually lived in the home, Andy Lord 41:30 no,

833Defendant Rinaldi41:31 because I was actually staying there while I was finishing it correct. Andy Lord 41:33 I don't know where you're saying,

834Defendant Rinaldi41:35 you knew that I was stayig there Andy Okay, I'm sorry. Anyways. So the whole eviction thing, which, there's no evidence, obviously. I mean, I did call the sheriff because I was concerned, because it was a very volatile thing, but the sheriff, from what I understood, and from the text they were helping Drew. Is that correct? Andy Lord 41:57 Yes.

835Defendant Rinaldi41:58 Okay, did you ever see him get hostile to Drew or say you need to get out of here, or anything along those lines? Andy Lord 42:04 The Sheriff

836Defendant Rinaldi42:05 yes, Andy Lord 42:06 it was a female, no, she wasn't hostile,

837Defendant Rinaldi42:08 and she was what did she imply? Just that I was worried about the house, or that

838Attorney Monteleone42:13 Objection hearsay Justice Daniel Billings 42:16

Objection sustained?

839Defendant Rinaldi42:17 Okay, I can rephrase it, uh, Did you witness drew being forcefully evicted that day? Andy Lord 42:27 I witnessed her telling him that he had that you had requested that he leave the property.

840Defendant Rinaldi42:33 But you guys, Drew went there on his own volition to get the stuff with you guys correct, you guys, I didn't tell you, though. Then you guys went there on your own to get his stuff. Andy Lord 42:41 Yes,

841Defendant Rinaldi42:42 okay, and the text messages support that, that he's just going to get his belongings. He he already got a moving truck, I believe, the night before the morning off, correct, Andy Lord 42:51 the afternoon, late in the day, he barely made it to the U haul, or whatever company it was, because we were at the closing table at four o'clock.

842Defendant Rinaldi42:57 Okay. Um, so I had a text messages. Text message from you or between you and Matt, where you say, you say it was in the morning of the fourth you say, Drew got a moving

truck.

843Attorney Monteleone43:22 Objection misstates the record

844Defendant Rinaldi43:24 I'm sorry, just I will Drew got a moving truck that isn't comfortable being out there without a witness, and I know you told me to stay away. What should it I do? Matt responded to you with, I told everyone to wait until 11. So this was clearly the morning of March 5. You just said that he got into barely to get closing because he had to get the moving truck. But before 11, he got the moving truck. Andy Lord 43:52 Well, I remember him being at closing, calling different moving companies to see that you get a truck.

845Defendant Rinaldi43:56 And you texting, matt Drew got a moving truck before 11? Andy Lord 43:59 I don't know what date that was or

846Defendant Rinaldi43:59 this was March 5th, because I told everyone, wait till 11, and that was obviously 11 o'clock

meeting.

847Attorney Monteleone44:10 Objection, document speaks for itself

848Defendant Rinaldi44:13 Okay? I guess Justice Daniel Billings 44:16 Objection sustained

849Defendant Rinaldi44:19 that just means that just Okay, all right, so let me just kind of find out some notes for questions in response to stuff you testified to. So with this updated spec sheet. Oh, sorry, forget that the original spreadsheet. So cause it said 1900 square feet, three bedroom, two and a half bath, and it didn't match what you guys believed you were making the offer for you said you're not. You can't change the spec sheet So in those situations, how do you normally reconcile? How do you normally you know, make sure that you're signing a contract for what you want to make sure that they know we want to a 4 bedroom two and a half bath, and we want this house. How is that normally done? Andy Lord 45:05 We have a detailed spec sheet.

850Defendant Rinaldi45:07 Earlier I mentioned that, and you said, Well, I can't change the spec sheet. Andy Lord 45:10 I can't change the spec sheet.

851Defendant Rinaldi45:11 So in that case, you can't change the spec sheet So what usually demand that the seller change it, then, to match what you're offering for in a normal situation, Andy Lord 45:20 or we do an addendum

852Defendant Rinaldi45:22 yeah, an addendum, correct? But normally you would say, can you change this to reflect what we're buying? Or we're going to do this addendum to make sure that we're both on the same page, and then we're signing

contract for exactly what we want. You chose not to do that here, correct? Why? Why is that? Andy Lord 45:38 Because we could see, when we were there, standing there, that this property had is being built to the specs of the email that we previously had the house. We didn't we had asked for an updated scope of work. We didn't at any point intend for you to take down structure that had already been built to build a lesser house that we're now paying more for

853Defendant Rinaldi46:01 We've now established that the front porch wasn't even there, even close. It could have been any front porch. Could have been just a door, so that wasn't there. So you didn't observe

that

854Attorney Monteleone46:09 objection mistates the record.

855Defendant Rinaldi46:10 How did I mistate the record. Justice Daniel Billings 46:12 Objection overruled

856Defendant Rinaldi46:13 Yeah, that's and then the framing above the garage. That doesn't mean it's going to be finished inside, though, correct? That just means it's framed that way, because those houses normally they're unfinished. Bonus room so you've seen that part, which was there I agree about this frame like that that had changed. Doesn't necessarily mean it's going to be a fourth bedroom. Correct? Andy Lord 46:31 In our conversations when we met on site that day, that was what proposed to us. That's what we made the offer based

on 857Defe

857Defendant Rinaldi46:36 So I said to you, there's going to be four bedrooms. Andy Lord 46:38 We waited for the updated contract or the updated spec sheet to Come back

858Defendant Rinaldi46:43 and you chose not to include in the contract. Though Andy Lord 46:46 Where would we include that in the contract?

859Defendant Rinaldi46:47 You just said an addendum, or you would demand that I change it. So you sign a contract You guys sign a contract drew sign a contract for 1900 square feet, a three bedroom, two and a half bath. You're saying, I said to you I'm going to build you a four bedroom 2020, square foot. But we just all chose not put it in the contract Andy Lord 46:47 where the contract does it say 1900 square feet,

860Defendant Rinaldi47:05 right under the house, just like in the updated one, says 19, yeah, yeah, right there. So, I mean, it's, it's clear as day So it just seems I just don't understand why, normally you would do an addendum, or you would tell them to change it. Here you're doing, and you're saying, and I said that, but there's no record of that, Andy Lord 47:22 so we asked for the updated spec sheet that we ultimately did get.

861Defendant Rinaldi47:25 That was a month later approximately Andy Lord 47:29 to your point, you were working 24 hrs a day

862Defendant Rinaldi47:31 yeah, that's true, but I'm just saying that. But Im just saying I was never you were there a lot, and you never demanded it, it was the appraiser who asked me for it. So the appraiser asked me a month later for the updated spec sheet, but you never asked me for it nor did Matt So I mean.

863Attorney Monteleone47:45 object to the testimony is question. Justice Daniel Billings 47:48 You need to focus on your

questions.

864Defendant Rinaldi47:50 Okay? I apologize, so I'll get to the point. So anyways, so you never demanded that updated spec sheet till later on. Is what I'm asking. Andy Lord 48:00 We've asked we asked multiple times for the updated spec sheet

865Defendant Rinaldi48:04 Not through text or emails. Andy Lord 48:06 I don't know. I mean, I did work in the same office building as Matt. So

866Defendant Rinaldi48:11 I'm not saying that stuff doesn't happen, but I'm saying, but there's no record of electronic record of you guys asking, is what I'm saying, Not that you're aware of Andy Lord 48:19 Not that I'm aware of

867Defendant Rinaldi48:20 Okay, that's all okay. Now, so you're your testimony that i You didn't ask for Drew didn't Asked for any upgrades. Nothing changed. It was all me. I just chose to build a much bigger house and with more bells and whistles and all that it was on. You guys didn't demand any type of changes. Andy Lord 48:23 No we didn't

868Defendant Rinaldi48:43 The basement plumbing moving that never happened. Or hardwood Andy Lord 48:47 I don't have any change orders that are signed by the buyer and the seller,

869Defendant Rinaldi48:51 yeah. But sometimes people it's discussed personally, like in, like, I in our situation, but so, I mean, not always Is it done just like that. Sometimes it's verbal. I mean, that's correct, right? Andy Lord 49:00 Yes

870Defendant Rinaldi49:00 Okay, if there's no record, I mean, there were changes made from the contract to what was you guys purchased? I never signed an updated spec sheet, but there's what you're aware. There's no record of, you know, any change orders or anything like that, or or in your testimonies, that you guys didn't demand any changes. I just on my own volition Just built a bigger house. Andy Lord 49:27 My testimony is that the contract offer that we submitted to you contract was based on a four bed, two and a half bath.

871Defendant Rinaldi49:36 Okay, you guys just chose not to do an addendum and chose not to tell me to change it, Andy Lord 49:42 we'd ask you for the updated spec sheet,

872Defendant Rinaldi49:44 not the updated I'm saying before we signed the contract, when you made the offer, because you said you prepared it or whatnot. So you know that would have been the time to do the addendum Correct. Andy Lord 49:54 Well, I think we also didn't put in that contract to tear down the gable ends on the garage. But you kept them

873Defendant Rinaldi⁵0:01 What I'm not not following. Andy Lord 50:02 Well, if we're, if we're talking about things that weren't in the contract, we wouldn't have asked you to reduce the build size of this. We were at the property with you. We saw what was being built. We wouldn't have put it

874Defendant Rinaldi50:12 we've established that that front porch wasn't there. We've established that the fourth bedroom isn't finished inside, right? So you didn't see those things being done because they weren't done, because they weren't done, because they hadn't happened. So you couldn't have witnessed that if it wasn't there, and we've established it wasn't there. But you keep saying that it was there? So I'm just trying to emphasize why, if it wasn't there, we've established that. And you could have sent an addendum. You could have said, Hey, change the spec sheet but you guys chose not to Andy Lord 50:38 we did ask you.

875Defendant Rinaldi50:38 No, the original I'm not talking. I'm not talking I'm talking about the original contract, not later on the original contract. Why did you get why did you sign that without first saying, let's clarify that this is a four bedroom 2200, square feet. Andy Lord 50:51 Because That was what was provided on the MLS to us in our conversations with you, we asked for an updated spec sheet, yeah. Because with with the understanding that we had to have that in order to send this to the appraiser.

876Defendant Rinaldi51:03 But normally, you would normally do an addendum, like you said earlier, or normally you would make them change it. You would never sign a contract intentionally that didn't represent what you wanted to buy, right? That's not

877Attorney Monteleone51:13 objection asked and answered

878Defendant Rinaldi51:15 I'm just trying to pin this down because it doesn't, it seems like he doesn't want to address the fact that it's, Justice Daniel Billings 51:19 I mean, he's addressed it objection sustained

879Defendant Rinaldi51:21 okay, alright, I'll move on. Sorry. Justice Daniel Billings 51:25 How much time do you think you have left with this witness?

880Defendant Rinaldi51:27 I probably will be. I want to go, at least go over all the like when he was testifying. I was just making notes on everything. So I'll just try to go this quickly, Justice Daniel Billings 51:37 starting with plaintiff How much time do you think you need for lunch? Mr.

Monteleone,

881Attorney Monteleone51:41 I think that we could slim it down to 30 minutes. Your Honor, Justice Daniel Billings 51:44 let's do 45 minutes. We'll be back at one. Okay, all right. I. Transcribed by Justice Daniel Billings 0:00 we're back on record. We'll continue with cross examination of this witness. Remind you, sir that you remain under oath.

882Defendant Rinaldi1:18 I'm so sorry. Okay, something through the winter with no heat or power there's generated there torpedo heaters, which is very common business practice. But I mean, and then you said I would just go to get materials for the day, which find to be odd because hammond yeah, hammond lumber delivered all the materials ahead of time. Because at the very end, when we do a punch list stuff that may have kind of been true, but, I mean, I try not to go to the store at all, if possible. So

883Attorney Monteleone1:55 objection is there a question?

\$84Defendant Rinaldi1:56 Yes there is. I'm getting to it. Sorry. So when you say that, I just don't believe it to be accurate. You stick by that statement. Andy Lord 2:04 Yes

885Defendant Rinaldi2:05 So you witness me going daily to the store to get materials. Andy Lord 2:08 I did i believe you use my Home Depot card on several occasions,

886Defendant Rinaldi2:11 um, like one and two, I believe the appliances and Water heater and then, yes, which was kind of you Andy Lord 2:19 Paint froze, because there was no heat in the house

887Defendant Rinaldi2:21 The What froze Andy Lord 2:22 the

paint,

888Defendant Rinaldi2:24 that's your testimony, Andy Lord 2:26 that is.

889Defendant Rinaldi2:28 And when was, when did this happen Andy Lord 2:31 in the winter when there was no heat?

890Defendant Rinaldi2:33 Okay, so in a normal build how do they normally heat it before the HVAC? Justice Daniel Billings 2:39 How is that relevant?

891Defendant Rinaldi2:41 No, he just attacking Justice Daniel Billings 2:42 now you're going far afield. I get your point. Okay, you made the point. Yep, how they generally keep

892Defendant Rinaldi2:48 I'm just a builder. Justice Daniel Billings 2:52 If you want to testify, you'll get a chance. You need to ask

questions. 893Defendant Rinaldi?:

893Defendant Rinaldi2:55 Gotcha. Nope, I got you. There's just one things that Justice Daniel Billings 2:58 I understand just move on

894Defendant Rinaldi2:59 as he's Yeah, no, I got you, I apologize, sequencing, I guess I don't need to go there I can testify to that, the rate lock. When the rate lock happened, you said signed the extension. Or Matt said, sign extension, not you. I apologize. There is never there as far as you know, are there any documentation, email, electronic or otherwise that shows any issues between us that would indicate I should get penalized, And was there any do anything be aware of that? Far as I can

see, I don't see anything like it seems like Drew and I was getting along to the end, and you and I were getting along Andy Lord 3:54 I don't understand the question

895Defendant Rinaldi3:54 I got penalized with the rate lock. It's \$7,000 rate lock. So generally speaking, there should be some record of there being a dispute or some tension? Andy Lord 4:03 Well, I wouldn't say you were penalized. I'd say that we had an initial agreement. This was to close in November. If I'm correct, the rate lock Drew had obtained through his lender financing this property, then you can understand what rates is it? If a rate goes down, I get all that, yeah, I just want to be clear the purchasing power goes down, which means the payment is higher. So when we're factoring in a mortgage payment and what somebody is approved for, if we go over 5% rate to a 7% rate, they're not going to be approved for that same amount. I don't think it was penalizing you, but it was saying, in order for this transaction to go we've already established what the value of this property is. We've established a closing date four or five times now, but the lender is no longer going to be able to complete this process

896Defendant Rinaldi4:44 You say four or five times. There was the November extension, correct, right? November, and then there was the one in January two, and then there was last one from the fourth to the fifth. So there's three, Andy Lord 4:56 okay,

897Defendant Rinaldi4:57 so you said four or five. So now. Now, is it standard for because, I mean, when we signed the contract, I remember us discussing, I remember specifically Drew saying, I don't care how long it takes, as long as it's built, right, which is the big concern. And I was by myself and doing it myself. So

898Attorney Monteleone5:04 Objection to the testimony, rather than the question,

899Defendant Rinaldi5:15 sorry, I apologize is it standard for a builder to have to pay a rate lock at just said the first extension. Andy Lord 5:22 I don't think it's uncommon for any builder to pay a rate lock. If we have a if we have a contracted price, we have a pre determined time to close which the lender has said we can guarantee this rate and this approval for this amount of time. That's part of the contract.

900Defendant Rinaldi5:35 Now like extensions are common practice. Almost happen more often than not. Correct. Andy Lord 5:40 No, they don't happen tha often

901Defendant Rinaldi5:41 extensions on new builds. Your testimony, is on new builds? Extensions don't generally happen? Andy Lord 5:48 My testimony is, it's not common.

902Defendant Rinaldi5:51 Okay, Andy Lord 5:53 they happen all the time. Is it 100% of the time? No,

903Defendant Rinaldi5:56 well, it just seems like, from my experience building, that it's we never meet deadlines. I mean, it's just how it goes. I mean, all it takes is one thing Andy Lord 6:04 That should be something you should be prepared for when you sign a contract,

904Defendant Rinaldi6:07 exactly. But I'm just saying, like, you know, I'm paying that \$7,000 penalty, you know, it seems pretty substantial, you know, from the text and all that it looks like we were getting along fine, you know. So everything was good up to the very end, Andy Lord 6:18 whether or not we were getting along, if you didn't think you're gonna be completed in time at the first extension, you should have made that known, because now it's impacting his financing

905Defendant Rinaldi6:26 I did make that known. Andy Lord 6:27 Then why didn't the First extension go through March instead of January or whatever it ended

906Defendant Rinaldi6:33 well, I think we were all being hopeful, but with covid and everything happening, I mean, as as you're aware, you know that was the height of covid, like people weren't supposed to leave their house, so I mean

907Attorney Monteleone6:43 objection to testimony rather, Justice Daniel Billings 6:44 Sustained

908Defendant Rinaldi6:45 yes, I apologize during that period. Were you involved with any other builds? Andy Lord 6:50 Yes, okay.

909Defendant Rinaldi6:51 Were they having major issues with material purchases? Andy Lord 6:54 They weren't.

910Defendant Rinaldi6:55 Were you aware that they were very severe shortages of PVC and other things? Andy Lord 7:00

Yes,

911Defendant Rinaldi7:01 okay, so you that's a factor, obviously. Okay, so given the circumstances of covid, you would think that apparently, a builder wouldn't be penalized. Given, would that be fair to say or no, Andy Lord 7:21 say that again.

912Defendant Rinaldi7:16 Well, given, like with covid and all these delays, the nationwide labor shortage as it is. It seems a little odd that I'm paying this rate lock when you know we're looking at best case scenario with covid. I mean, covid was pretty severe. That was like the height of it Andy Lord 7:29 So if you're asking, were you penalized by a rate lock is that the

question,

913Defendant Rinaldi7:29 no more, like, just given the circumstances of covid, do you think it's a little odd that, like, usually it was going the other way, like builders were asking for more money and renegotiating on that basis. You know, we're kind of going the other way Andy Lord 7:47 Yeah. I mean, I obviously can't speak for other builders Yeah. I think the only thing I can say about the rate lock is the rate lock was in place because his rate was guaranteed. If we go past that, we either have to that would be one of the areas of the contract, were buyers have to be able to obtain financing to prevent that, we instituted the rate lock.

914Defendant Rinaldi8:09 Yep. So now, in January, that extension, you texted me, I need you to sign the extension ASAP. I tried to, it didn't work. And then I noticed there was a \$500

915Attorney Monteleone8:19 Objection to testimony, not a question.

916Defendant Rinaldi8:20 I'm trying to explain the it's is a question. I'm not I'm explaining to him the context, which I'm sure he's familiar with so Justice Daniel Billings 8:29 just ask your question.

917Defendant Rinaldi 8:30 Yep. So in January we did the extension. The first one that was sent to me, it had a \$500 a day, the original one, and then I signed one without the \$500 day. That's correct. Andy Lord 8:40 Yes

918Defendant Rinaldi8:40 Okay, now that's a substantial amount. I mean, would you agree Andy Lord 8:45 \$500 is a substantial

amount

919Defendant Rinaldi8:45 Yeah, so, well, it could have been up to 30,000 or 20 something thousand, I think, with the rate lock by closing, you know, you sent me a text saying, sign this ASAP, that's correct, right? Andy Lord 8:57 I'd have to see the text messages

920Defendant Rinaldi9:00 It would be fair to say you sent me some type of text, okay, Andy Lord 9:02 I'd have to see the text messages

921Defendant Rinaldi9:03 yeah, that's fine. Um, does it seem about all that no one told me about the rate lock or the \$500 a day extension? Andy Lord 9:12 I think that would be on your agent.

922Defendant Rinaldi9:14 Yeah, your right about that Your not wrong about that. So, um, anyways, um, So Drew's deposition. I believe it's in your haven't admitted it right No, un there, over there, I can just pull up. When I deposed drew,

and I asked him why the closing what was his interpretation and he said I will read it to you. I know you guys are communicating because they were trying to get you down there because I had already signed all the closing documents and you didn't show up. And then he says, I asked them, What was your understanding of why I wasn't closing that day. He said, I don't remember. I thought you were upset about something that wasn't shared with me. I'm not entirely sure. So you were there texting, as you stated earlier, with Drew and Janice in the same room. You weren't sharing what was going wrong with them. Andy Lord 10:28 I was sharing some of it. But these, these texts, are rather vague. I'm looking at them right now. You know,

923Defendant Rinaldi10:52 you think those texts are vague. Andy Lord 10:53 I attempted to call you multiple times, many times, and you kept sending me right to voicemail, but you immediately text me back. If we could have had a conversation at that point, I would definitely be able to tell drew exactly what the problem was. From what you're telling me, the concerns you had at that point were not really drew related. They were Lincoln capital related. They were money related. So in these text messages, and I haven't read through them all, I don't see anywhere in here where it said I was never supposed to build a room above a garage, a farmer's porch for this amount of money all it says is I'm not getting the money I want.

924Defendant Rinaldi11:29 Where does it say that Andy Lord 11:30 It doesn't say that. That's what I'm saying. So the problem with you not coming to closing was because you weren't getting the money that you assumed you should get

925Defendant Rinaldi11:39 That's your interpretation. I mean, there's no Text that read a few Justice Daniel Billings 11:39 We've been through this

926Defendant Rinaldi11:44 okay, well, I mean, so you're saying that its not Drew related. Now I'm going to pull up these texts, because they Here we go. Just go over some of them with you from the day closing. Right here. Okay, so, there we go. Okay. So this is Exhibit B, which is, I think, 17, with it, 17 first page. And if you will follow along, let me know when you can leave so I can get my ladder stuff. Thank you. Okay, so here I'm stating I was on my way but Matt calls. Hold on, sorry. I apologize I'm on the number 16 is where I'm trying to start. Just trying to, yeah, they're weird. They go backwards that way and forward the other way Ummm Andy Lord 13:14 Does it start on page two?

927Defendant Rinaldi13:15 So they starts on page No, it's weird. It's backwards. So it starts on page nine, and it goes

backwards

928Attorney Monteleone13:23 Can we reference a line

number,

929Defendant Rinaldi13:24 yes, I will give you one right now. Okay, line 29 Isn't it better to take that or lose the house? Come on, man, this is not fair. Now you were referencing me, lincoln capital, taking the house Correct. Andy Lord 13:44 Yes.

930Defendant Rinaldi13:45 Okay. And then I replied, If I got 17 eight it would still be a breach because it wasn't removed from escrow, Andy Lord 13:50 what wasn't

931Defendant Rinaldi13:51 we're talking Well, I think we were talking about the paving. So because I say prior, anyways, I'll just keep moving on. So you're saying that your testimony is they weren't Drew related. And I'm saying I'm not legally obligated to at this point. It's not fair how I've been treated And you say you get 13,353 today. So you're not sharing any of like, what I'm asking or what you're offering, because the 4000 that you offer, you must have shared that with them, Andy

Lord 14:21 yeah, I said I'm going to offer him \$4,000 that's the difference. He says we're off

932Defendant Rinaldi14:25 okay, Andy Lord 14:25 but this isn't saying that drew breached the contract on doing anything. This is just saying you weren't coming to

closing

933Defendant Rinaldi14:31 the paving, painting You never mentioned to them. Andy Lord 14:33 What about,

934Defendant Rinaldi14:34 well, that I was demanding that be removed. I demanded on the fourth but you didn't think it was sort Andy Lord 14:41 They were aware of that.

935Defendant Rinaldi14:43 So when they filed a lawsuit, they didn't even mention it, though. Nor did you either Andy Lord 14:47 I can't speak for them

936Defendant Rinaldi14:51 So on the fourth I sent that group text just so on the same page, I'll go up to it. This is on. The 16, I believe, and it's line number 67 and you guys discussed this earlier, where I say just, just so we are on the same page, the buyers are refusing to honor the contract. Matt said, Sorry, didn't it didn't work out again, the buyers were willing to accept the house as is. Now, you didn't. You obviously were on that text Andy Lord 15:20

Yup

937Defendant Rinaldi15:20 .You didn't. You didn't chime in at all. I mean, we talked the following day, but, and I guess we already established that I clearly thought I was walking away, so I'll keep I apologize. Andy Lord 15:34 So what are you asking?

938Defendant Rinaldi15:35 And nothing I was gonna go but we've already established I'm not trying to waste you guys this time. So hold on. Let me just get back to yours. Just make sure I don't need more questions, because I'm almost done. Yeah, so I'm good on that one. Um, so what was your understanding of what drew thought was going on and why I wasn't closing? Because then he says he didn't know why, in their deposition, so what was your understanding of what he thought was going on

939Attorney Monteleone16:08 Objection calls for speculation, obviously,

940Defendant Rinaldi16:11 well, he was with him in the room and discussing it with him.

941Attorney Monteleone16:15 I think there's, there's a different question to get at what he's trying Justice Daniel Billings 16:17 Objection sustained

942Defendant Rinaldi16:18 Okay, sorry, I Okay, were you aware that Matt had said to me, work through the weekend and make back the escrows regarding painting? Andy Lord 16:31 I don't recall, okay, but just to be clear on the painting, yep, that is how it works. Once the once the work's done, you would the money would have been released.

943Defendant Rinaldi16:42 Yeah. So I had finished painting it because it was like, randomly warm that weekend, and that's why I demanded to be removed. And, yeah, Andy Lord 16:52 the weekend after

944Defendant Rinaldi16:53 nope on March 4 is when I demanded it to be removed. Andy Lord 16:56 It wasn't done being

painted. 945Defendant R

945Defendant Rinaldi16:58 Yeah it was okay. You said the appraiser determines the escrows. They're the one who governs that. Could you elaborate Andy Lord 17:15 the appraiser can require the escrow or completed prior to closing?

946Defendant Rinaldi17:21 Okay? But you said the appraiser is enforcing the contract as written, making sure there's no shortcuts, discussing the escows correct Andy Lord 17:29 discussing the project in general The appraiser is there to verify that it's done so on a different situation. Just so you understand what we're talking about here, if we have a house that we're buying and that deck needs to be painted, they're going to, they're going to go out with an appraisal say, hey, there's going to paint on the deck just needs to be completed prior closing. Okay? They're not going to just assume we're going to do it. They're not going to accept a picture that I send. Yeah, they're going to go back out and verify it. If it's not done at that point, excuse me.

Then they're going to put in writing that this, this is going to be the sticking point. Either this concern we have to escrow where it doesn't go to closing

947Defendant Rinaldi18:03 Now, you said the appraisers to redo it It's a lengthy process, and it's not easy. Andy Lord 18:07 An Appraisal,

948Defendant Rinaldi18:08 no, not to adjust the appraisal. You said Andy Lord 18:11 it have to be redone so so to thinking about what appraisals do. Is that there's a time gap. Appraisals only good for so long,

949Defendant Rinaldi18:19 I understand Andy Lord 18:19 A lot of them are only good for 90 days. So we were on the far end of

this,

950Defendant Rinaldi18:23 but when you're talking minor adjustment, to the appraisal with an escrow item. Andy Lord 18:27 No, I'm talking a different appraisal, because now we got to find comparables that are similar and build similar quality, but maybe don't have a paved driveway

951Defendant Rinaldi18:35 to remove Andy Lord 18:36 to make adjustments for those, right? But an appraiser at this time we were doing, you know, today we could close the loan in 30 days, easily three weeks we could close because we just don't have a lot of transactions going on back then they were like we were up 45 day closings in general. If this would have been weeks to have something

952Defendant Rinaldi18:53 to remove the paving from escrow Andy Lord 18:56 It would involve us writing an addendum for the contract saying that it's not to be blacktop because the original scope works says blacktop then it would go to the appraiser. The appraiser would determine, does it still have value at that point without that appraiser, then find two or three columns. Thank you to justify

953Defendant Rinaldi19:17 so but with Craig Mathison in your discussions with him. He said, Not today. But so you're, you're, you're saying it probably wouldn't have been Monday, Andy Lord 19:24 It absolutely wouldn't have been Monday

954Defendant Rinaldi19:26 but you don't know for sure. Obviously it could have been. It's possible I mean, they were working numbers the day before, so Andy Lord 19:32 they weren't working appraisal numbers, they were working closing numbers. A lot of that is, is figuring out taxes. Remember there were tax liens on this properties that had to be satisfied.

955Defendant Rinaldi19:41 Those are already, yup Andy Lord 19:42 but they had to be on this all. If you remember, we were down to the wire on that, because that's something with the Raymond board of selectman didn't meet in time, and they had to get an override. You probably remember when

956Defendant Rinaldi19:42 Yeah, no. I mean, yeah, Andy Lord 19:55 I had a closing yesterday We didn't get numbers until an hour before the closing. It's it.

957Defendant Rinaldi19:59 But your not you know Andy Lord 19:59 But it's not as black and white as you think

958Defendant Rinaldi20:00 no, I understand but you're not an appraiser, so you don't fully know if it could be done or not. Andy Lord 20:05 I don't know.

959Defendant Rinaldi20:05 Okay, so, but again, you guys, Andy Lord 20:08 but my experience in selling at selling several hundred houses is that these things would take weeks.

960Defendant Rinaldi20:15 But You're saying, take weeks to adjust the escrow. Andy Lord 20:18 It would take weeks to reappraise the property, reevaluate the property, get the report. It's not just the appraiser can just send a report and We all accept it. It then goes through underwriting. I don't remember what type of loan this was. I don't remember who the investor was on this loan. They would have to approve it. Then it goes back to the loan officer. We would have to agree, Drew would have to agree in writing. So it's not just a quick process.

961Defendant Rinaldi20:42 I understand what your saying, but I just, Andy Lord 20:44 we're not talking about changing the color of the paint

962Defendant Rinaldi20:46 Well, you're talking about just one line item. So, Andy Lord 20:48 A line item it's got a 4 or 5 thousand dollar value

963Defendant Rinaldi20:52 doesn't change anything. You'd have to agree, there was plenty of equity in the house, even if it was the smaller house. I mean, obviously, I mean, the house is worth a lot more than what it was under contract for. Andy Lord 21:02 Was it worth a lot more in February of that year when it was supposed to have closed?

964Defendant Rinaldi21:06 You're saying in March, it's worth 550,000 now you're trying to say it wasn't worth 385 in February. Andy Lord 21:12 I'm saying in November, when it was supposed to close, had it the value increased that much?

965Defendant Rinaldi21:16 You think it increased \$200,000 in four months? Andy Lord 21:21 I'm asking that when we went under contract, we established what the house was going to be in the scope of work. Yeah, and the intention this was going to close November. I don't think it was worth much more than the contract price at that'll have point, which is outlined by the appraisal that came in higher

966Defendant Rinaldi21:34 for the original house, not that Andy Lord 21:36 It still came in for the house as finished, as you were building it as we all knew that we were going to get as the original house or the updated house, the updated house that we put undercontract We all knew we were going to get that. That we all knew we were going to get

967Defendant Rinaldi21:49 You're testifying for everyone now I Andy Lord 21:49 That I knew we were going to get. Okay, that's great. You know, if we're going to go off base here, I don't understand why we would have an email outlining the upgrades. I don't know why. I'd have a conversation with your agent saying, here's the upgrades that were made by prevous buyers normal builders

968Defendant Rinaldi22:07 don't pay, don't get compensated for upgrades. That's normal. Andy Lord 22:10 You got upgraded \$10,000 over what the listed price was on the house So the Didonatos are you aware that he was one of my best friends in high school? Is that relevant?

969Defendant Rinaldi22:19 It is relevant because you guys use them as a you guys brought them up earlier, and you stated that these, I made the changes with the Didonatos So they were paying 487,000 he was helping me build it, yeah, but helping me build it as well. And a friend of mine, so you guys bring them up, and it isn't really Objection to testimony the test, yeah, I got i understand No, I got you. So you're stating this, but yet again, you chose not to put an addendum you chose not to address it early on. Under the contract, we signed a contract clearly for three bedroom, two and a half bath, 1900 square foot home and either way, both spec sheets, you'd have to agree more initials. So I mean, it's up to me whether they're included or not. So what was your the day of closing? I mean, so just to pin this down, what do you what did you discuss with Drew? Andy Lord 23:13 Well, Drew's at the house all morning with you so we all had on the fifth.

970Defendant Rinaldi23:18 Yeah, are you crazy on the fifth. I'm sorry. I'm so sorry. I'm so sorry. Drew is absolutely not with me on the fifth. I swear to I mean, Objection your honor I know, I know. I'm so sorry. Okay, um, fifth, when you were at closing, what was, what was your what was it? What did you discuss with him in its entirety? So his idea of what, why the closing didn't happen, and I'll leave it at that. Okay, Andy Lord 23:44 So at that point, the discussion was you were not getting the money that you thought you wanted to get, and you were not coming to

closing

971Defendant Rinaldi23:50 that's what you would relayed to him okay, all right, fair enough. But nothing about the painting and paving. Andy Lord 23:56 I think that was already addressed in the escrows, that we already all agreed to

972Defendant Rinaldi24:01 Can you elaborate? Andy Lord 24:03 Did you not get estimates for all these escrows? Did you not?

973Defendant Rinaldi24:05 yeah you told you. You asked me to Yeah.

974Attorney Monteleone24:08 So objection to testimony that's not a question.

975Defendant Rinaldi24:10 Sorry, yeah. Anyways, keep going. So you were I cut you off. I didn't mean to. Andy Lord 24:18 So through the appraisal, through this whole process, we knew there was going to be escrow, right?

976Defendant Rinaldi24:24 Okay, yeah, okay, Andy Lord 24:25 you contacted, I forget who it was now in December, yeah, estimates for the pavement, and it said asphalt. So we knew that. So we can argue all day whether it was supposed to be a gravel driveway or a paved driveway. Is very clear it was supposed to be a paved driveway Everyone knew it was supposed to be a paved driveway

977Defendant Rinaldi24:44 You say everyone knew, but the contract doesn't state that Andy Lord 24:47 What I was talking to

you

978Defendant Rinaldi24:48 I understand Andy Lord 24:50 the conversations we had with Drew and Susie at the time was, take it as is. You want to finish this yourself. Is it worth putting an end to this at that point Drew was like I'll take it as-is

979Defendant Rinaldi25:01 so their original complaint states that they agreed to work with me after closing to complete those omissions. Andy Lord 25:07 You didn't come to closing. It never closed

980Defendant Rinaldi25:09 again. Their original complaint states that, but that was not you're telling me. That's not what his

understanding

981Attorney Monteleone25:15 objection relevance. This isn't a party statement.

982Defendant Rinaldi25:18 It's very relevant. I'm talking about their complaint. What they're telling me, I'm asking him if that's if that's what his understanding was. Justice Daniel Billings 25:25 Why does that matter?

983Defendant Rinaldi25:26 Well, it contradicts what their original complaint was about. I'm Justice Daniel Billings 25:29 So why he's not a party.

984Defendant Rinaldi25:32 Well he has direct knowledge Justice Daniel Billings 25:33 Objection sustained

985Defendant Rinaldi25:32 I apologize I'm not trying to annoy anybody. I really not. All right. I'll keep going. now you're saying the paint escrow. There are issues with that, other than being completed, Andy Lord 25:51 It wasn't

986Defendant Rinaldi25:51 okay, but you not a lawyer, so obviously that's something that because with the paving you stated Andy Lord 25:59 Im not a painter, either. But I know it

987Defendant Rinaldi26:00 you know, okay, but it's your testimony that the painting wasn't up to par. Is that what you're saying Andy Lord 26:08 The painting wasn't completed on the exterior, Unknown 26:10 but on the fifth the painting was completed? Andy Lord 26:13 The painting was not completed on the 5th

988Defendant Rinaldi26:15 Okay? All right. Now, did you direct me to get the did you tell me I need to get the estimates for the top soil the paving and the painting? Did you direct me to say, hey, you need to get estimates so that's we can escrow. Andy Lord 26:37 Yeah, we're gonna escrow some you as the owner.

989Defendant Rinaldi26:38 Yeah, no, I know, and I'm not being you know, but yeah, just okay. So when you direct me to you you assumed, obviously, but you were interpreting the contract properly correct. Andy Lord 26:50 (Inaudible)

990Defendant Rinaldi26:52 When you told me to get the estimates for X, Y and Z. You obviously assumed you were it was based because you interpreted the contract correctly by telling me those things, Andy Lord 27:03 I was interpreting the contract that so the scope of work says that it's going to be 25 feet around the building loam and seeded

991Defendant Rinaldi27:10 Yes, Andy Lord 27:10 it's going to be a blacktop driveway.

992Defendant Rinaldi27:13 Reason I'm asking, since I trusted that you you understood what you were saying. So when you told me to get them I got them, I'm saying but you, on your end, you believe that what you were telling me was accurate? Andy Lord 27:23 I was going by, yes, I was going by. The scope of work,

993Defendant Rinaldi27:26 what you read in the contract? Right? Andy Lord 27:27 Right?

994Defendant Rinaldi27:28 Okay, which, again, is a legal thing, correct? Andy Lord 27:30 That I read the contract?

995Defendant Rinaldi27:32 No. Well, you guys discussed that, you're not a lawyer and that these contracts are legal things. And so when you said you're very safe, not to give legal advice. But here we are in your you know, we're discussing that you are directing me to get X, Y and Z based on the legal interpretation. Andy Lord 27:47 No, I think you're going to different directions. Here we're going to talk about an escrow, which is to your benefit, because you didn't have the funds or the time to do this. That is an avenue to get this to closing, to get it done, and weather didn't permit it anyway, right? There were no asphalt plants open at the time. Couldn't spread loam in March, right? Okay, so I don't think that's giving any legal advice any different than if the contract said it's supposed to have a tile shower and it has an acrylic shower.

996Defendant Rinaldi28:14 Well, I mean, the wording of the contract and the gravel the top coat it was the base coat was me, the top coat was them. I mean, that's legal Andy Lord 28:21 When I buy gravel

997Defendant Rinaldi28:23 that's on the second spec sheet, correct? Andy Lord 28:26 No it's on both

998Defendant Rinaldi28:27 That says blacktop but the heading of it, Andy Lord 28:28 it says driveway blacktop. So, if you go to Shaw brothers

999Defendant Rinaldi28:32 I'll pull it up Andy Lord 28:33 and say you need a dump load of asphalt, a lot different than a dump load of gravel don't you agree.

1000Defendant Rinaldi28:40 I mean, I'm not here to testify, so yeah, but Andy Lord 28:46 You have been

1001Defendant Rinaldi28:47 I know, yeah, you're right. So Are you still working for Matt Dibiase Andy Lord 29:07 No

1002Defendant Rinaldi29:09 the Lord group is not no longer under the landing, Andy Lord 29:11 It's not

1003Defendant Rinaldi29:13 really? Oh, okay, which is, when did that happen? I'm just curious

1004Attorney Monteleone29:18 Objection relevance. Justice Daniel Billings 29:22 Objection sustained.

1005Defendant Rinaldi29:22 Yeah. Yep, all right, now the \$2,500 that you

removed from your commission, right, that was done by Matt or obviously with your, you know, obviously had to be with your consent, correct? Andy Lord 29:52 No, that's the agency share of my commission.

1006Defendant Rinaldi29:56 Okay, so he did that on his own. Andy Lord 29:58 Yeah

1007Defendant Rinaldi29:59 Okay? Is it normal for appraiser to give up all their commission? Andy Lord 30:02 No,

1008Defendant Rinaldi30:02 I'm sorry, a realtor real estate agent. Andy Lord 30:05 No

1009Defendant Rinaldi30:07 Okay. Now, the 11am meeting on the fifth, were you aware of that meeting Andy Lord 30:14 With who

1010Defendant Rinaldi30:15 of Lincoln capital, Matt and myself? Andy Lord 30:17 I was aware that it was supposed to

happen.

1011Defendant Rinaldi30:20 Yeah. Okay, and that, I mean, I believe there's a text when you check in on the progress, or something like that, is that correct? Andy Lord 30:28 Is that the text message

1012Defendant Rinaldi30:29 Yeah, so, Andy Lord 30:33 Yes

1013Defendant Rinaldi30:34 so leaving that, that meeting where on the fourth it was my I'm sorry, what was your understanding? What happened at that meeting, or what was discussed and what was offered, or whatever, Andy Lord 30:45 I don't really recall.

1014Defendant Rinaldi30:47 So when you finished after that meeting and we were trying to make a closing happen, you don't know what I was told or what I was offered. Andy Lord 30:55 I don't know. I mean, I never saw what you owed to begin with. I never saw your construction loan or your escrows with Lincoln. So I had no idea where you were at

1015Defendant Rinaldi31:02 so, but you did Andy Lord 31:03 All I knew was what was on the Alta.

1016Defendant Rinaldi31:06 Yeah, you did have contact with Lincoln to some extent. You did have contact with Lincoln, to some extent, correct? Andy Lord 31:11 Yes.

1017Defendant Rinaldi31:11 Okay, did you direct them to issue a check to to Derek? Andy Lord 31:16 No

1018Attorney Monteleone31:17 Objection,

relevance

1019Defendant Rinaldi31:19 Well, I think it's the buyer's realtor, and I think all of this is relevant, considering they're all factors, and part of the reason they're coming up with money was because there was money missing. Justice Daniel Billings 31:28 Objection overruled and Your answer was, No, Andy Lord 31:30 That I directed a check to be cut.

1020Defendant Rinaldi31:34 Okay, this is exhibit

do?

1021Attorney Monteleone31:56 What is? What are we looking at?

1022Defendant Rinaldi31:58 This is exhibit Y it's been in most of the motions I can give a copy could you take a look at this? So it's you sending Ryan an email. What's the schedule for cutting an invoice on the check and with Derek Ray, I believe so it was

1023Attorney Monteleone32:37 Objection question seeks hearsay Justice Daniel Billings 32:46 objections overruled he had given his last answer he can. Andy Lord 32:51 So this would appear that Derek forwarded me an invoice. I mean, there's no attachment to this, so I don't really know Sure. So I don't really know the context of it. And frankly, I've done work with Derek. I've also done work Lincoln. I have no idea. I guess it does say cape rd invoice, but I have no idea what invoice this is so, 1024Defendant Rinaldi33:12 but it does appear that you were just passing along the invoice to get paid for Derek Ray another Landing Agent Andy Lord 33:21 Derek Ray also owns D&G property management So whether he's a real estate agent or not, you know, I, I've done business personally with Lincoln, so have you, and you know that it's processed to get paid. It's an

inspection,

1025Defendant Rinaldi33:35 yeah, I know Andy Lord 33:35 okay,

1026Defendant Rinaldi33:36 that's what's so odd about Andy Lord 33:37 you think that maybe that was just asking hey, you know, has there been an inspection

1027Defendant Rinaldi33:37 I'm not trying to, yeah. Andy Lord 33:42 I don't see that as directing the payment of invoice just the status of it

1028Defendant Rinaldi33:46 Sending along an invoice. I'd like to admit exhibit Y page one, Justice Daniel Billings 33:57 and what's the relevance of this.

1029Defendant Rinaldi33:59 He was directing my bank not directing but he was forwarding invoices to get paid that I wasn't aware of. And so they came up with money due to this, because all this money went missing. It just the whole entirety. The reason that they came up, what they did was to compensate for upgrades and and the paving and painting came later with their original complaint. They were stating that they came up for the paving and painting, but that's just not the case. It's it they came up because of because of this. So umm you know, the buyer's realtor is discussing stuff with my bank, and I was out of the loop. And all of a sudden all the money was missing, and I wasn't told about it.

1030Attorney Monteleone34:32 Object to because this exhibit is incomplete, it references a an invoice that's not part of the exhibit, and incorporate statements that are hearsay, third parties that are relating to Mir rinaldi's lender that foundation hasn't been laid for so I'm for both those bases.

1031Defendant Rinaldi34:48 This is all I received from them. So Justice Daniel Billings 34:51 Objection sustained. I allowed you to ask this witness about it because it went to whether his witness, whether his answer was true or not allowed you to do that, but that doesn't make the email itself admissible. So the objection sustained

1032Defendant Rinaldi35:09 okay, um, uh, so March 4 when I found, I think it was the third or fourth, when I found, got the first alta or hud whatever you call it. It was 2700 but that was without the plumbing bill, correct? I mean, if you remember, right? So I think it was a negative of 100 or something was what it was. Andy Lord 35:49 I never saw one that was negative 100 though.

1033Defendant Rinaldi35:51 Well, it's but so you stated that, that I responded, basically refused to sell the house. Now, what brought me to that conclusion on the third or fourth, whenever that whenever I received that first hud Andy Lord 36:08 Ask me that one more time

1034Defendant Rinaldi36:08 so what brought you to the conclusion that I just refused, I outright refuse to sell the house on the third when I first, he actually, when I first received, found out that I was getting basically nothing. Andy Lord 36:17 Yes,

1035Defendant Rinaldi36:18 you said I just refused to sell the house. What brought you to that conclusion Andy Lord 36:23 Well I'm sure the conversation that we had

1036Defendant Rinaldi36:25 I just said, I just don't want to sell the house, Andy Lord 36:27 (Inaudible) didn't come to

closing

1037Defendant Rinaldi36:29 Yeah but the text are pretty clear Why I didn't come to closing so. But other than that,

1038Attorney Monteleone36:33 Objection to testimony

1039Defendant Rinaldi36:33 I apologize. I apologize so your testimony, as you said, conversations we had, brought you to that conclusion. Do you remember anything in particular? Andy Lord 36:41 Do you remember any conversations we had in the three or four days leading up to this?

1040Defendant Rinaldi36:44 Yeah, Andy Lord 36:44 we were up there and we were trying to play.

1041Defendant Rinaldi36:46 One day we Justice Daniel Billings 36:47 You're not asking questions,

1042Defendant Rinaldi36:48 yeah, so I keep it moving. Okay. Oh, you know what, let me just go through this is I'm almost done with this. So group text with Matt and Andy. I don't know if it's just Matt, but I'll find it. But as I'm going Matt had sent me a text, or it might have been a group text I'm trying to find it right now, but that you would call RMS, and he was trying to get money removed, or something about the rate lock. This was on like the in the late February, before the painting or paving Do you remember why you were trying to get the rate lock reduced? Andy Lord 37:36 The rate lock was written as an estimate. So that was the estimate of what it was going to cost to keep that rate for that amount of time. There's two numbers on that. Then, if I remember correctly, one was a rate lock, the other was prepaid interest. Okay, prepaid interest is factored based on when what at what point in the month you close, the bank's always going to collect interest from the day you close through the end of that month prior to your first interest is collected when we signed the addendum for the rate lock Prepaid interest. It was an estimate based on what day we thought we were going to close when we actually got down to it and calculated it. It was not as much as the original estimate.

Was

1043Defendant Rinaldi38:19 So the interest you're talking Andy Lord 38:21 and the rate lock

1044Defendant Rinaldi38:22 and the rate law. So was it that the full 3000 that you reduced it, or was it or somewhere in between? Andy Lord 38:27 No, it was reduced whatever the actual amount was based on the days that we

1045Defendant Rinaldi38:30 Oh, so you guys didn't actually reduce your estimate. You just matched it to what it was. It was an estimate, and then you match it to what actual correct Andy Lord 38:39 we had an addendum that specified a dollar amounts.

1046Defendant Rinaldi38:41 Yeah, I got you I'm just trying to clarify. Andy Lord 38:43 By rights, we could have collected the whole amount

1047Defendant Rinaldi38:45 Yep, Andy Lord 38:45 when we recalculated it to the exact date of closing, that's when it came down.

1048Defendant Rinaldi38:50 Okay. Now, why were you guys reducing it, though? Because Matt, let me find the message real quick so that we're all on the same page I think it's the group it must be a group message. So I Okay, Justice Daniel Billings 39:19 sir, what? Why is this

important?

1049Defendant Rinaldi39:20 No, they just reduced the rate lock. Their original complaint says they did that to compensate me for the paving and painting and I just want to establish why they did it. Justice Daniel Billings 39:29 He just told you

1050Defendant Rinaldi39:30 Well, he said, why. He said that dollar the you know, they didn't have to do that. But like, was there, Matt was, if I got the message, I might clear it up a little bit. I apologize. If not, I'll just keep it moving. So he said, you know, there was a difference, but they didn't have to reduce that. They were doing it to compensate me for something, you know. So I was just trying to pin that down. But I am. Justice Daniel Billings 39:51 He just answered the

question,

1051Defendant Rinaldi39:53 okay, I'll just move on. Then I. I can't find it anyways. I'll wrap it up with this. I have much more so on the on the fifth, when you guys came to the house after a closing fell through that was to get, obviously, Drew stuff out of there, correct? Andy Lord 40:35

Correct

1052Defendant Rinaldi40:35 So you guys are already there, removing his belongings prior to the sheriff even coming nevermind I'm not gonna do that again. I think I'm good. Actually, Justice Daniel Billings 40:57 redirect.

1053Attorney Monteleone40:58 Mr lord can I follow up on some of the questions that you were just asked. Can I refer you to exhibit four? Corrected spec sheet did exhibit four change the terms of the contract that the parties understood that they agreed

1054Defendant Rinaldi41:39 Umm exhibit four. He said,

1055Attorney Monteleone41:41 Yes,

1056Defendant Rinaldi41:44 sorry.

1057Attorney Monteleone41:49 Is it is it common to prepare an addendum? Is it common to prepare an addendum for something that is not necessarily a change. Andy Lord 42:02 No

1058Attorney Monteleone42:03 I suppose an addendum is one way to incorporate additional documents in Andy Lord 42:09

correct

1059Attorney Monteleone42:13 but in this case, what was your understanding of the origins of exhibit four Andy Lord 42:21 origins? My understanding was that Mr. Rinaldi provided it. This was the updated scope of work for the house to be built.

1060Attorney Monteleone42:29 And upon your review of it, what was your What was your conclusion about whether it accurately reflected the build that Mr. Rinaldi had described he intended to build, and what, what your client had expressed he intended to buy, Andy Lord 42:45 This was exactly what he intended to buy

1061Attorney Monteleone42:51 and in what way did that correspond with what you actually saw Mr. Rinaldi building. Andy Lord 42:57 This was very good representation of what was being built,

1062Attorney Monteleone43:00 more so than than the erroneous spec sheet that was originally attached

1063Defendant Rinaldi43:05 objection. calling it erroneous. I mean, now hr I don't know how it's erroneous Justice Daniel Billings 43:13 Objection sustained. The question was leading

1064Attorney Monteleone43:13 Please, can I if I could refer you to exhibit 13? Now you referenced on your cross examination an estimate that had been prepared. What is exhibit 13? Andy Lord 43:51 It's an estimate for paving the driveway

1065Attorney Monteleone43:56 Where did exhibit 13 originate? Andy Lord 43:59 Mr Rinaldi gave it to me

1066Attorney Monteleone44:00 And What is it? Andy Lord 44:04 It's a asphalt driveway estimate for 160 by 10 foot

driveway.

1067Attorney Monteleone44:08 And is this that consistent with the with the driveway that the contract, in this case, contemplated, Andy Lord 44:10 This is consistent with what we expected to be there.

1068Attorney Monteleone44:25 and was, was this? What was the exhibit 13 estimate? What was ultimately relied upon in the escrow calculation? Andy Lord 44:38 Yes

1069Attorney Monteleone44:43 at any time Mr. Mr. Rinaldi say, No, I don't have

to do that when he, when he obtained or provided you with exhibit 13 Andy Lord 44:51 No

1070Defendant Rinaldi44:52 Can I object this exhibit 13 is, is new material, unless I can recross. it wasn't discussed in your original. I could be off.

1071Attorney Monteleone45:05 It was discussing cross Justice Daniel Billings 45:07 objections overruled

1072Attorney Monteleone45:11 And since we're here discussing exhibit 13, ask you is, is exhibit 13 a true and accurate copy of the file that you received from from Mr. Rinaldi for the estimate Andy Lord 45:22 Yes

1073Attorney Monteleone45:24 I'd move admission of plaintiffs 13. Justice Daniel Billings 45:27 Any objection

1074Defendant Rinaldi45:35 No

1075Attorney Monteleone45:35 I also refer you to exhibit 17, just as a bit of housekeeping. Given the conversations that you had, Mr. Rinaldi's questions confirm that exhibit 17 is is at least the portions of the text message that are included in Exhibit 17 are true and accurate. Copy of the communications you had with Mr. Rinaldi between line one and line 73 Andy Lord 46:06 Yes

1076Attorney Monteleone46:07 I'd move for admission of plaintiff 17,

1077Defendant Rinaldi46:10 I would like to add whatever's missing there. So we have a complete document

1078Attorney Monteleone46:14 this is your exhibit B, from your summary judgement

1079Defendant Rinaldi46:18 No, I understand. I just do you know the dates it's from? I think it's just,

1080Attorney Monteleone46:23 it's your exhibit B, Mr Rinaldi.

1081Defendant Rinaldi46:25 No, I understand. I know it's my exhibit B, but it's not a complete series of text. It'd be nice to add the remaining of the text to it. Justice Daniel Billings 46:32 You have exhibits that you want to add. In your case, you can.

1082Attorney Monteleone46:35 It would be nice to receive other texts if you have if you have other texts. I think this case, I would be nice to receive them.

1083Defendant Rinaldi46:41 Yeah I mean, I'm more than happy to send them, Justice Daniel Billings 46:48 Objections overruled it's admitted

1084Attorney Monteleone47:04 you would also discuss the rate lock being reduced, if I can refer you to again, to plaintiffs 11. Now, we had said before that it's that line to the seller, credit is referenced, the rate lock Andy Lord 47:26 correct.

1085Attorney Monteleone47:27 Now is there? Is there another document that identifies that that number was was reduced, exhibit 12. So this is looking at exhibit 12. Exhibit 12. What day was exhibit 12? Issued Andy Lord 47:48 On the 5th

1086Attorney Monteleone47:49 and forgive me to clarify what is 12 relative to to exhibit 11. I Andy Lord 47:55 It's the updated Alta statement

1087Attorney Monteleone47:59 And so where, where do you identify that the rate lock was reduced. Andy Lord 48:05 The seller credit is reduced Justice Daniel Billings 48:07 from seven, 7000 to 4000 then change, Andy Lord 48:11 yes,

1088Attorney Monteleone48:12 7392 to 4625 okay, and did you have, did you have any any obligation to give anything less than the precise dollar amount that was identified in the rate lock addendum? Andy Lord 48:31

No,

1089Attorney Monteleone48:33 so at this stage of the proceeding, why did you agree to do that Andy Lord 48:42 at this stage? The second alta statement, a lot got reduced here. We were just trying to ge it to

close

1090Attorney Monteleone48:50 now, similarly, you would, you would testify about communications, or you were asked about communications you had with the lender in trying to get it to close. In that respect, what was, what was the purpose of of your questions, the lender and your your representations, the lender regarding, regarding the paving, Andy Lord 49:19 my purpose of it was to at that point, Drew was willing to forego that if we could still close this. So we were trying, essentially, whatever money we could to give to Mr. Rinaldi to entice him to come close

1091Attorney Monteleone49:35 Alright And is that because you believe that that Mr. Pierce was in the wrong, that something had been done wrong in terms of what was withheld from these escrows that were withheld from Mr Rinaldi's proceeds. Andy Lord 49:47 Absolutely not Being out of

work

1092Attorney Monteleone1:17 Well, did you have any success in in relocating to Maine? Drew Pierce 1:23 No,

1093Attorney Monteleone1:25 why not. Drew Pierce 1:25 You, at the time, after everything was said and done, everything for me and my whole world was kind of in shambles, as you know, from being out of work for so long and trying to move everything and get back, I just had to go back to the cape to try to get back to work, try to reestablish my life. I didn't have any more time to pause my life with that. Meeting on site

1094Attorney Monteleone6:04 how did Mr. Rinaldi present his his building plans? Do you he presented it exactly like this photo, okay, did he describe some of the the features and the amenities that he planned to build, Drew Pierce 6:20 I believe so, yes, I mean, we talked about a lot of things, and, you know, my kind of gave him the the freedom, as far as you know, like, I'm not a builder, I'm not a construction worker. I work with metal. So I was like, Yeah, you know, I trust your judgment. Let's make this place Beautiful. Okay? And that was kind of where we went.

1095Attorney Monteleone6:39 What did he tell you about his plans to develop this, this room above the garage. Drew Pierce 6:46 He had told me that he was going to finish it

1096Attorney Monteleone6:49 in what context can you tell me? Just elaborate upon that, that conversation that you had with him Drew Pierce 6:54 . Yeah, he said that the bonus room above the garage he wanted to finish and do the same flooring and all that as that's the rest of the house. From what I understood, he told me his intentions with this home were to take photos of it, have it kind of be his model home for his new business.

1097Attorney Monteleone7:14 Did at that time, did you perceive that what he was describing to you was was different than the build that he had originally listed for Sale. Drew Pierce 7:26 No, I don't think it was different. Okay,I'm a little confused by that.

1098Attorney Monteleone7:34 So in other words, did you perceive that the build that he was describing to you included four bedrooms instead of three bedrooms, Drew Pierce 7:42 that's was I it was supposed to have the four bedrooms.

1099Attorney Monteleone7:46 And were you aware that there was a time previously that he had contemplated a design that was only three bedrooms? Drew Pierce 7:52 Yeah, saw the other the first, if you look on the page of the first spec sheet, everyone thought it was at three bedrooms and the house that I was buying was four bedrooms.

1100Attorney Monteleone7:52 Okay, so with that, were you able to observe differences between what you had perceived as kind of the old version of the build

and what Mr. Rinaldi was telling you he was actively building at that point in time, in August of 2020, Drew Pierce 8:22 yeah, I mean, from the first one to the second one, there's clearly the gable on the roof is different. Space above that the porch. Offer price

1101Attorney Monteleone9:30 So what was your What was your understanding of Mr Rinaldi's Asking price? Drew Pierce 9:39 He was asking 385 for the house, and I offered him exactly what he was asking for.

1102Attorney Monteleone9:46 What was it that was it? Was there any discussion about what 385 represent? So do you want to strike that question ask a different way. Were you presented with the option to. Buy one of two designs, no or the ability to make substantive choices about you want this, this thing versus that thing. How was, how is it actually presented? Then, I mean, if it's not, what I'm trying to understand is, if it's not a choice, how was it presented to you? How was the home presented to me? Drew Pierce 10:26 I mean, it was presented exactly as what's pictured right here.

1103Attorney Monteleone10:33 So when you put in an offer for this one, always asking price, what did you understand that you were buying, Drew Pierce 10:42 I thought I was buying this four bedroom from these second spec sheet DREW DOESN'T KNOW WHY UPDATED SPEC WASN'T

USED

1104Attorney Monteleone12:17 Now in the course of, in the course of preparing an offer or meeting with With Mr Rinaldi, did you ever direct Mr Rinaldi that you would prefer the old design something different than what he explained he was he was intending to build, Drew Pierce 12:40 no

1105Attorney Monteleone12:42 What was your, what was your, your understanding, what was happening with the with the spec sheet that was included in the exhibit two contract Originally, Drew Pierce 12:59 one more time,

1106Attorney Monteleone13:00 what was your understanding of of the spec sheet that was included? In other words, what, what role it played in, in the the broader in the building plans, given that Mr. Rinaldi had expressed his plans to build something different, Drew Pierce 13:20 I don't really know how to answer that. I'm sorry, DIDN'T REQUEST UPGRADES

1107Attorney Monteleone18:18 So, as you know, after you're under contract, did you request any changes? I know you described having a, you know, giving him a lot of latitude, but did you, in fact, circle back and request changes? Drew Pierce 18:31 No, Rate lock

1108Attorney Monteleone19:36 Were there issues at that point in time, did you have issues with your expiring mortgage rate? Drew Pierce 19:43 I did

1109Attorney Monteleone19:45 what was going on there?

1110Attorney Monteleone21:18 . So who ultimately was asked to make that payment, and did, did Mr. Rinaldi agree to make that that payment? Drew Pierce 21:31 Yes.

1111Attorney Monteleone21:33 What was your understanding of why? Drew Pierce 21:35 My understanding of why was just because we were so far behind, we were behind schedule. So, you know, it was kind of, I was kind of at the mercy of, you know, him finishing the project so that I could keep my interest rate. So he agreed that he would cover the cost of that now

1112Attorney Monteleone21:57 I'd like to turn to discuss the possession prior to closing addendum, what was going on that that necessitated your taking some possession of the property in order to store property, your belongings there. Drew Pierce 22:13 I mean, I had had my my whole current residence had been packed up since November, since the original closing. And I, you know, it was really, really running out of time at that point, when it came to march and I had to get my stuff somewhere, I was a lot that was in a shipping cloth on my property. So I was paying, paying daily, half the shipping cost on my property, full of my stuff. I just ran out. PIERCE Day 3 - I DON'T RECALL I KNOW I HAD ZERO INVOLVEMENT WITH THOSE CONVERSATIONS.

1113Defendant Rinaldiwhen we first met at the property and we were discussing, you know, what I'd like to do with it and this and that before you made an offer. We all like having, you know, Good talk, because obviously this house is, again, not cookie cutter. Sorry, you had mentioned you don't care if this takes till next year long since built, right? Do you remember us having that conversation when you very first met,

1114Plaintiff PierceI don't recall specifically saying that, yeah, I could have,

1115Defendant RinaldiGot you

1116Plaintiff Piercethat conversations for many years

ago,

1117Defendant RinaldiThings changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know, so you weren't aware if

1118Plaintiff PierceI wasn't involved in any of those conversations, they were back and forth with you

1119Defendant RinaldiSo Matt, so was when Matt was screaming at me, you weren't

1120Plaintiff PierceI don't believe I was even present for that. I don't, believe Matt was even at the office

1121Defendant Rinaldiokay, oh, really

1122Plaintiff PierceI don't recall. I know that I had zero involvement with those conversations.

1123Defendant RinaldiYeah, I got you.

1124Plaintiff PierceI was just at the closing table Closing - Agent making concessions

1125Attorney Monteleone24:30 I'd like to turn and discuss the events that were surrounding Closing, when was when was closing? Schedule, originally, ultimately, ultimately, Drew Pierce 24:49 I believe it was March 4. March 5. I know it's in there somewhere.

1126Attorney Monteleone24:53 So when did you first learn that? Mr. Rinaldi had had objections to closing, to falling through on the sale Drew Pierce 25:08 the morning of closing.

1127Attorney Monteleone25:13 How did you respond to that? Drew Pierce 25:16 I was obviously upset. I didn't really know what to do. It was kind of kind of in shock, but not entirely sure.

1128Attorney Monteleone25:27 Now, did, did you talk with your agent about trying to find, trying to see if there was some concessions, like some way to kind of help? Yeah, help satisfy him. What did those entail Drew Pierce 25:40 we were just, I mean, we were all kind of trying to bend over backwards to make it happen. As far as I know that Andy and they had waived some, some of their commission and whatnot, they were trying to do everything they could to get me into the house

1129Attorney Monteleone25:59 Now were you doing those things? I mean, were those, were those kind of concessions happening because everyone recognized that that Rinaldi, Mr. Rinaldi was was, was correct about his objections to Drew Pierce 26:14 Say that again,LIE * See 1341

1130Attorney Monteleone26:15 were those concessions happening because everyone agreed that you were wrong and Mr. Rinaldi was right. Drew Pierce 26:21 No.

1131Attorney Monteleone26:22 Why did they happen? Drew Pierce 26:23 They happened because I think everyone thought I was right and he was wrong I can't say I was right, but I think you understand what I'm trying to say DREW DIDN'T TALK

TO ANDY ABOUT OTHER HOUSES

1132Attorney Monteleone26:35 Have you discussed with with Andy, what happens if your unable to close on this property? In other words, what it what it entails to try to find another property on the market? Drew Pierce 26:57 Not that I recall all right, THEY WERE GIVING HIM EVERYTHING HE WANTED

1133Attorney Monteleone27:30 Now having had the opportunity to review the materials in this case, what's, what's your, what's your understanding about what Mr. Rinaldi's real objections to closing were, Drew Pierce 27:49 again, I'm not 100% sure. There seemed to be a lot of different things going on at the time. Everything was kind of all over the place, very chaotic.

1134Attorney Monteleone27:57 I was was anything brought to your attention regarding the Mr Rinaldi's sale proceeds, Drew Pierce 28:12 as far as what he was going to be getting off the as far as what he was going to be profiting off of the property,

1135Attorney Monteleone28:23 correct? Drew Pierce 28:25 I don't recall if there was an exact figure given to me,

1136Attorney Monteleone28:31 but you were, were you aware that he had concerns about how little he was ultimately set to receive? Drew Pierce 28:37 Yeah

1137Attorney Monteleone28:38 and what was your understanding as as to why that was happening, why he was in a situation where the net proceeds were smaller than he had hoped. Drew Pierce 28:50 I mean, I'm assuming just, you know, he was behind. Spent too much money building the place poor management or time management

1138Attorney Monteleone29:02 Now were issues, or any issues regarding objections to driveway paving brought to your attention. Drew Pierce 29:12 YesLIE * See 1341

1139Attorney Monteleone29:13 and what was done to address those Drew Pierce 29:18 he has requested to lift the escrow funds, and he and Matt were trying to make up the money difference so that it kind of wash itself out.

1140Attorney Monteleone29:28 Did you authorize them to try and go ahead and see if they could remove that escrow? If it was possible? Drew Pierce 29:36 Yeah, I'd say so. I mean, I just at that point, I just really wanted the house. I just said, you know, I was kind of willing to do anything just just to be done withLIE * See 1341

1141Attorney Monteleone29:45 you've been waiting a few months. At that point, Drew Pierce 29:48 I've been waiting since November, since August actually.

1142Attorney Monteleone29:59 What came with that effort to remove move the escrow. Drew Pierce 30:05 I mean, to my knowledge, it seemed like they were kind of giving him everything he was asking for, but it still wasn't enough.

1143Attorney Monteleone30:14 What do you mean? What do you mean by that? Drew Pierce 30:15 where from he, I think he was requesting X amount of dollars, and that's they were trying to get to that bigger number.

1144Attorney Monteleone30:30 essentially, well like basically off, offsetting what they couldn't happen in the escrow with other kinds of of credits. Drew Pierce 30:38 Correct

1145Attorney Monteleone30:46 the afternoon of March 5. Where were you? Drew Pierce 30:54 The afternoon of March 5, that was for closing. I was at the title. Office, or at the real estate office with the title

1146Attorney Monteleone31:06 and at that point in time when you went to the title office, did you have the understanding that everything had been Mr. Rinaldi all these concerns had been had been addressed, and we're able to go forward and close

Drew Pierce 31:18 I beleve so yeah

1147Attorney Monteleone31:22 Well, ultimately happened there? Drew Pierce 31:24 He didn't show up

1148Attorney Monteleone31:28 What efforts are you aware that were made to try and and bring him out? Drew Pierce 31:33 I think just about everything, I mean, everybody was calling him and trying to give him what he what he needed, what he wanted to get to The table, and it just didn't happen. HOUSE SEARCH OR LACK OF

1149Attorney Monteleone42:16 when it became clear that Mr Rinaldi was was pursuing, selling the house to someone else, did you venture to look at purchasing other property in Maine? Drew Pierce 42:29 I had looked, I didn't, I mean, you know, looking on my computer and whatnot, but there was nothing, you know, there was nothing for me to get at that point. I mean, there's, there's, certainly, there's something on the market, but

1150Attorney Monteleone42:42 what? What was going on with what you're seeing on the on the market that affected your ability to buy a house. Drew Pierce 42:50 The pricing had gone up, the interest rates had gone up. It just wasn't, wasn't really attainable at that point.

1151Attorney Monteleone42:59 Were you able to buy. Do you have any perception about your ability to buy something somewhat similar to the house that you would contract with Mr. Rinaldi for elsewhere on the market for something in the same price range, Drew Pierce 43:19 I don't think I could find something.

1152Attorney Monteleone43:23 How much time did you spend looking after this? One fell through. Drew Pierce 43:28 Yeah. I mean, I had been looking continuously after that. I just started. You know, there wasn't much available. I was a bit discouraged.

1153Attorney Monteleone43:40 Was there a point in time that you did you called off the search? Drew Pierce 43:48 Yeah,

1154Attorney Monteleone43:49 when was that? Drew Pierce 43:51 It's a probably within a couple months of this one.

1155Attorney Monteleone43:59 And to any knowledge of how real estate prices have have evolved since then, since spring of 2021 Drew Pierce 44:09 Yeah, they've continued to climb. QUIT JOB

1156Attorney Monteleone44:16 Looking at it broadly, how has this experience affected you? Drew Pierce 44:21 Oh, man. Oh. Man, its been terrible. It's been really hard. I apologize getting emotional. Spent four years in the making here. It was really tough. You know, I stopped working my girlfriend and just to go right back to where we started. I'm not sure if I can say, I don't know. I. Apologize,

1157Attorney Monteleone46:08 and was, is your fiance joining you in this, in this adventure? Drew Pierce 46:15 Yes,

1158Attorney Monteleone46:15 and ohow did she prepare for the change. Drew Pierce 46:23 She quit her job to come up here with me and kind of the same, prepared pretty much the same way I did. She left her job. I thought so.

1159Attorney Monteleone47:27 how do you how would you characterize your your experience? Have you been able to to you felt stuck? Drew Pierce 47:36 Yeah.

1160Attorney Monteleone47:37 Can you elaborate on that? Drew Pierce 47:43 I felt like it just put me so many steps back that it was and I'm just trying, still trying, to pick up the pieces. I'm kind of stuck where I'm at

1161Attorney Monteleone48:00 no further Questions. Drew Pierce 48:05 I apologize for emotional Rate lol

1162Defendant Rinaldi49:20 the rate lock when you said it's something, I agreed to pay it. I'm guessing Andy had relayed that to you correct Drew Pierce 49:43 to my

knowledge, I would say, so yeah, I honestly don't know. I haven't spent a while, BUILDING ALONE

1163Defendant Rinaldi49:55 but you were obviously, I mean, I think early on, I think everyone. On me that I was building it pretty much alone. I mean, that was, I don't know if you knew right away, but I know that it was pretty apparent pretty quick. So is that fair to say as well? Drew Pierce 50:10 Yes Price wasn't talked about

1164Defendant Rinaldi50:12 When the day you did come to the house, first time we talked and we were talking about different things, which that's everything you said up here. I mean, pretty much is the truth. I appreciate that. I really do. But at that point we hadn't discussed price. That was all kind of hypothetical, like, because we were just talking. It was a good conversation. You guys are good people and so but at that point, you hadn't put an offer. No one had price been talked about? Correct? Drew Pierce 50:40 I hadn't put in an offer, yeah. Doesn't recall if he discussed wanting 4th bedroom with AAnsh

1165Defendant Rinaldi50:42 we didn't talk about anything like price wise or stuff like that, Drew Pierce No

1166Defendant Rinaldibecause really, it was kind of a it wasn't on the market. So it was kind of like you guys had kind of exclusive, you know, your only person put an offer because I didn't really want to relist it. So, so yeah, but we did talk, and, you know, everything we said is true, and you mentioned that you kind of gave me free rein, which is the truth. So that day, I said to you, I want to do what I can. But, you know, obviously budget is, you know. So after that, it started to change with Andy. What was your conversations with him like when he was, you know, I had conversations with him, and he'd be tough sometimes. I mean, he's good at what he does, yeah, and he's trying to negotiate the best price for you. I get that. But at the same rate, what were your conversations with him about? Like, did you ever say I definitely want that fourth bedroom? Or was it something where, like, if you can't afford it, that's fine, or was there any conversations about that fourth bedroom with him? Drew Pierce 51:39 Not that I recall. Highly unlikely Do you ever see that highly unlikely that I'll be able to finish it that fast by myself? I mean, it's, I feel like it's kind of, you know, obviously, especially with someone like him and Matt, with so much experience, it's kind of obvious that wasn't going to get done by November. So did he ever bring that out there, you know? Drew Pierce 52:24 I mean, I don't recall specifically. I mean, I it could have been said in passing, no, Moving truck your intentions to go there was to get your stuff Correct, Drew Pierce 53:14 yes

1167Defendant Rinaldi53:15 because you already had moving truck prior, right? Drew Pierce 53:17 I got the moving truck after you didn't show up close, okay, scrambled to get that at the last

1168Defendant Rinaldi53:23 Okay, yeah, I'll take your word for it. I mean, Andy did say you got to move truck in the text earlier that day. But I'll take the word for it. Under the gun after the closing fell through, you knew I had a loan, and obviously I was under the gun that way. I need to get it sold to pay the loan, correct Drew Pierce 53:49 I know Lincoln capital. Urgency I'm saying with James, like saying, hey, you know, knowing that I am under the gun to get this I gotta get this thing, if I must tell you, I gotta get it sold. So you guys have any discussions about the urgency or anything like that? Drew Pierce 54:31 Not that I recall. Okay, I'm not entirely sure. DREW HAD NO CLUE ABOUT

NEGOTIATIONS

1169Defendant Rinaldi54:34 No, I got you, um, obviously on the we've discussed this deposition and on the fifth, you mean, you weren't fully they weren't. You weren't fully informed by the realtors of what actually was going on fully. I mean, it seemed like they kind of, I don't know why, but it seemed like they just told you that I wanted more money, and didn't really get into too much detail. Is that correct? Or could you. Elaborate on that. Drew Pierce 55:00 I mean, at that time, there's a lot going on. Yeah, I really don't have a straightforward answer.

1170Defendant Rinaldi55:09 That's fine. Drew Pierce 55:10 Everything was kind of old.

1171Defendant Rinaldi55:11 I totally get it, and I do, I do. I feel free, man, I really do a lot. I mean, I was sleeping in my van, so I feel it. It was a lot I think we both got screwed on that one. So on March 4, man, I just So prior to March 4, Matt was trying to get money for me, and you guys were talking to the bank about reducing RMS. Was there any discussions about why that was happening? Like, were they saying because I wanted more money? Did they say the basis? Because that was before the painting paving came out, Drew Pierce 55:45 not that I recall.

1172Defendant Rinaldi55:47 So you might not even, you might not even have told you what he was doing with the RMS thing. Drew Pierce 55:52 It doesn't sound familiar,

1173Defendant Rinaldi55:53 okay. Now the fourth after Matt had compensated some I demanded that, you know, pay me painting. He said he called you guys. He didn't say called Andy he said he called you guys. Did he call you guys on the fourth Matt? Drew Pierce 56:11 Matt, yeah, I believe I spoke with him, yeah. And did he I through this whole entire process? I only spoke with Matt. I believe that one that one day, yeah, was very brief, yeah, and he was saying, I was memory, sorry, any interaction with him at all? Okay, very, very brief, yeah,

1174Defendant Rinaldi56:29 he wasn't really involved at all. I mean, he was, it was Andy, really, so Matt wasn't. Do you remember what he was saying, or what I was demanding, or anything along those lines? Drew Pierce 56:37 No,

1175Defendant Rinaldi56:39 okay, all right, so he called me back saying that they're refusing to remove it. That was probably something he said, not something that you actually said, Drew Pierce 56:49 Yeah, I mean, whatever he said, you know, yeah, said to you, I have a clue. Delays common sense

1176Defendant Rinaldi57:58 Would it be fair to Andy ever discussed with you, like, you know, all the factors going on why it would be difficult for me to be able to finish it? I get that you had made plans and things got delayed. But did Andy ever say to you, hey, you know, with covid and everything, this might take a lot longer than you know, we're hoping, Drew Pierce 58:22 I mean, I don't specifically remember a time saying that, but, I mean, it's was kind of at the time, was almost common sense thing.

1177Defendant Rinaldi58:30 Yeah. I mean, you look around, what was going on. No. I mean, everyone knew that things were delayed. MARCH 5th MEETING

1178Defendant Rinaldi58:30 were you aware of March 5 meeting between the bank Matt and I? Were you aware of that meeting that was taking place? Drew Pierce 59:00 Not that I recall. I know there was things going on.

1179Defendant Rinaldi59:04 Yeah, at one point, Matt said he's leaving to call you about escrow. Do you remember getting called from him or him calling Andy On that day, Drew Pierce 59:15 like I said, the only time I recall speaking with members that one guy on face to face. Wait till Monday

1180Defendant RinaldiNo, no. I never had an issue with you doing that. So I did Andy ever tell you that I was offering to wait till Monday to try to work it out? Drew Pierce 1:04:50 I mean, I've seen the text message at the time. I don't remember if they got you there was a lot of chaos.

1181Defendant RinaldiYeah, I know it was crazy Drew Pierce 1:04:59 for me to you know. To remember specfic details. Missing money

1182Defendant RinaldiYeah, no, very hard, no, no. And you, I think you said this before. You weren't aware that all that money had been kind of gone. You had no idea any of that. Drew Pierce 1:05:11 No, As is

1183Defendant RinaldiI got you. And again, you guys were agreeing to take the house as Is that correct? Drew Pierce 1:05:19 Yeah, DAY 3 TRIAL DIRECT EXAM DREW PIERCE Andy lied

1184Defendant Rinaldi3:02 Andy Lord previously testified that he didn't tell you what, you know, why the closing fell through? When did he tell you? When the closing fell through When you didn't show up to closing is when the closing fell through he said he didn't tell you about the paving and all that when he testified. Yeah, for some reason he didn't, I'm not sure why, but he did testify that he did not tell you why I didn't close and your original complaint didn't have the paving in it, so I'm assuming that's why. So was it after you found that that he told you it was the paving.

1185Plaintiff Pierce3:49 I don't quite understand what you're asking. I mean, I know the closing fell through because you didn't show up. I don't quite understand what you're asking.

1186Defendant Rinaldi3:59 Your original complaint doesn't mention paving and he on the stand, said that he didn't tell you about the paving that day, that he didn't you know. He didn't tell you why. I didn't close so he didn't tell you that day when you were there with him. I'm just wondering when he did tell you, at some later date.

1187Plaintiff PierceI don't know Wow WOW UODATED SPEC NOT PART OF CONTRACT

1188Defendant Rinaldisays the contract included a detailed spec sheet that identifies the particular specifications of the single family residence that defendant Rinaldi and seven construction have promised to construct pursuant to the contract. The residency contract at seven to 18

objection.

1189Attorney Monteleone6:04 Your Honor, this line of questioning is appears to be addressing a prior a prior statement by Mr. Pierce, but there's been nothing shown that there's an inconsistency with a prior

statement.

1190Defendant Rinaldi6:14 I mean, this is under oath. We have

1191Attorney Monteleone6:18 an established looking I in. Justice Daniel Billings 6:23 Okay, what are your questions

1192Defendant Rinaldi6:25 So I'm asking him this. There was no complaint. Okay, yeah, so this spec sheet that he does reference is not the updated spec sheet, so

1193Plaintiff Pierce6:51 I'm on page three. Line 12.

Yeah,

1194Defendant Rinaldi7:10 so plaintiff identifies the contract in your original complaint. Why didnt you guys use the updated spec sheet on that not the first spec sheet? I I

1195Plaintiff Pierceask the question more time.

Mike,

1196Defendant Rinaldiso that spec sheet, if you go into the contract, attach, this is the first spec sheet, not the updated one that you guys have been talking about.

1197Plaintiff PierceOkay,

1198Defendant Rinaldiso when you filed you filed a complaint, why didn't you guys use the updated one that you guys have been indicating is the, you know, the primary one that, I mean,

1199Plaintiff PierceMikey, I was buying what you were building.

1200Plaintiff Pierce7:51 I don't quite understand the question you're asking me. I mean, the house you're buying what you're building.

1201Defendant Rinaldi7:58 Yeah I said just when you guys filed a complaint, I would think you'd use the updated spec sheet in the complaint, because your argument

is that that's the that's the one that's binding, that's the one that was supposed to be used, and that's when we agreed to and whatnot. But instead, you guys chose to use the first spec sheet. I was just trying to figure out why, why that was,

1202Plaintiff PierceI don't know.

1203Defendant Rinaldiadditional problems with the complete instruction were identified, including construction code violations and material deviations from the contract spec sheet regarding use of premium construction materials in certain locations, such as exterior diet interior wood floors for substitute and lower cost replacements. Can you elaborate on that? What you witnessed t

1204Plaintiff Pierce11:00 was not up to par, that was tons of things that were not up to par. I mean, I provided photos of all of those things. There was lights hanging out of holes in the ceiling. There was unfinished things. I had to have HVAC companies come in and check work, because things were not done up to code and things were done improperly. Do

1205Defendant Rinaldi 1:19 you have any Have you presented any evidence? Have you guys sent any evidence of that?

1206Plaintiff Pierce11:23 Not that I recall. I'm not sure I might have I presented all the photos of many photos of things up around the house.

1207Defendant Rinaldi11:33 I mean, you're seeing new construction as well. Yeah, so kind of comes together like that. But no, I just just wanted to cover that one, because there wasn't code violations on the house so, but I just, I appreciate that

1208Defendant RinaldiLine 29 is where Andy says, "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 sale. So that was obviously your understanding the day of closing, and what Andy had just basically said to you regarding why I didn't close.

1209Plaintiff Pierce12:11 Yeah you wanted more money. That's what I gathered from the whole situation

1210Defendant RinaldiDid you because did you keep Andy and try to look for other houses? Or did you get a new realtor to look for other houses

1211Plaintiff Pierce16:10 after sale fell

through?

1212Defendant RinaldiYes

1213Plaintiff PierceI just continued to look online and buy my on my own and there was nothing available.

1214Defendant RinaldiYeah. Gotcha.

1215Plaintiff PierceI don't want to waste a realtor's time. It's as we just seen happen, you know, I don't want to waste anybody's time. Time is money for those guys.

1216Defendant Rinaldi16:27 Yeah, it's true. So just very, you know, looking seeing what's available and there wasn't a ton of inventory. There were some homes, but okay, and no actual attempts to purchase,

obviously.

1217Plaintiff Pierce16:40 No, at that point,

no

1218Defendant Rinaldi25:53 so we previously testified that he didn't ask for. Is that accurate,

1219Plaintiff Pierce25:59 that I didn't ask for upgrades. Yes, no, I didn't ask you for upgrades.

1220Defendant Rinaldi26:03 So not the drywall in the garage, and asked to have the drywall completely done in the garage.

1221Plaintiff Pierce26:09 When you were building this house, we had a

discussion where I had asked you about what was going to be done in this house, and

I gave you freedom. This is what I'm buying. This is what you're building. Trust me, I don't recall right now physically asking you extra part.

1222Defendant Rinaldi26:30 Honestly, it was never you. Was always Andy that asked me, not once was it you. It was always Andy, so But nonetheless, your testimony is that you've never requested any upgrades at any point,

1223Attorney Monteleone26:43 asked answered by Mr. Rinaldi's only save it

1224Defendant Rinaldi26:47 so moving the pipes in the basement. Justice Daniel Billings 26:57 What are you talking about? You can order. So

I, 1225Defendant Rinaldi27:00 I don't really want to get into why, just because I respect for him, but he wanted me to move the pipe so they weren't hanging if I drilled through, to put them through the ceiling, so that they weren't in the way, so he could have maximum

1226Plaintiff Pierce27:14 I believe I did ask you about the pipes. I didn't think they were in yet. I could be incorrect. I I'm trying to remember, like

1227Defendant Rinaldi27:21 I said, I not trying to beat you up. Unknown 27:26 I did it, yeah, keep it going.

1228Defendant Rinaldi27:34 Well, I mean extra work again, I want to testify, but I think Andy just was overzealous or something. I'm not sure

1229Plaintiff Pierce27:41 all the pipes being in yet. They may have been, I don't think they were. What

1230Defendant Rinaldi27:45 was a permanent discussion about what you planned on doing down there, and it was just a request to that, you Know, which you know, obviously it's additional work. Didn't demand escrow So Did you state at any point that you to Andy, or anyone that you know you didn't agree that the paving should be removed from escrow

1231Plaintiff PierceCan you ask the question again

1232Defendant Rinaldithe paving so during, the story changed to this one about the paving, saying that you had every right to require it. Is there any evidence of that? And did that happen?

1233Plaintiff Pierce30:23 I had every right to have the paving. It was in the spec sheet.

1234Defendant Rinaldi30:27 I understand, but I'm saying during anytime, did you demand that that be included?

1235Plaintiff Pierce30:31 I don't recall.

Okay.

1236Defendant Rinaldi 30:41 Now, while we were doing discovery, I requested the text messages between yourself and your realtors. I thought they were important. I figured that they for you guys. It should be your best evidence. I thought

1237Attorney Monteleone30:53 objection. Your Honor, we're getting into a realm of a discovery dispute that has been presented to the court and and proceed previously resolved, rejected any questions that that stem from

1238Defendant Rinaldi31:09 so justice O'Neill said he told them to turn it over. They didn't turn it over, and then he said, I can at trial. I can argue that it hurt me, and I can bla bla bla basically bring it up. So, Justice Daniel Billings 31:21 I mean, yeah, he hasn't even asked a question yet. So the objection for now is overruled you can ask your question.

1239Defendant Rinaldi31:29 So originally it was said that you lost your phone I believe, and then it was that you delete text. Can you just elaborate on why you're unable to provide those?

1240Plaintiff Pierce31:38 I simply didn't have the messages. I went through everything I could to recover those. I got a new cell phone. I think I actually got a new phone number as well, and I couldn't recover those text messages.

1241Defendant Rinaldi31:50 But knowing that you're going to file a lawsuit right away,

1242Plaintiff Pierce31:52 At the time, I didn't, I didn't think about, I mean, it was months had gone by before someone asked me for those messages

1243Defendant Rinaldi32:00 I understand but on March 5th when it falls through that weekend you decide to get an attorney problem, guessing, just largely thinking you're probably going to want to use your evidence for their lawsuit. You did that. Didn't

1244Plaintiff Pierce32:15 I didn't click Mikey, I didn't think that was going to be evidence. I've never done any of this if look at my phone right now conversations I don't need my messages in my phone. Conversation. I typically delete it.

1245Defendant Rinaldi32:31 Now Andy, I guess he said he tried to get a hold of the message from Andy. Said that Andy was no longer involved with the case. But did you ever, at a time reach out to Andy try to get those

messages?

1246Plaintiff PierceYes

1247Defendant Rinaldiand he was

unable

1248Plaintiff Pierce32:46 to my knowledge

yes

1249Defendant Rinaldi32:51 So there's nothing, no reason why you guys didn't turn over those obviously

1250Plaintiff Pierce32:53 No we just simply didn't have them

1251Defendant Rinaldi32:57 Are there any texts, emails, recordings, anything that indicates that I breached the contract. To your knowledge? Are you aware of any text, emails, recordings, or anything you know, like electronic or whatever evidence?

1252Plaintiff PierceBetween you and

Andy

1253Defendant RinaldiNo, anything indicating. Are you aware of anything indicating I breached the contract that indicates

that

1254Plaintiff Pierce33:19 I don't know anything about what was said between you and Andy

1255Defendant Rinaldi33:21 We're not talking about, I'm talking about this whole lawsuit and all that. So I mean those filings you're affirming to so I mean sure, but to your knowledge, are you aware of any anything that indicates I breached the contract?

1256Plaintiff Pierce33:35 I'm not an attorney. I don't really understand the question.

1257Defendant Rinaldi33:40 Okay, so not your knowledge. I guess

1258Plaintiff Pierce33:43 I, I guess. I just don't quite understand how to answer that question.

1259Defendant RinaldiOkay,

1260Plaintiff Piercethat's why I hired an attorney, because I don't understand the law.

1261Defendant Rinaldi34:05 On page six of the motion to dissolve, which is D, the one you're on, I, it states that, second paragraph halfway through that paragraph after Mr. Rinaldi missed the March 5 closing, Mr. Rinaldi first, informed the buyer's broker via text that he wanted 4000 additional funds from the buyer before he would

agree to close on the sale. The buyers agreed to pay Rinaldi the additional 4000 he demanded to allow the contract to close. Rinaldi nonetheless refused to close. Can you elaborate? So Andy. Said, I demanded. 4000 came to you and said, that is this accurate?

1262Plaintiff Pierce35:07 I'm not sure of the exact figures of what, what was being said and what was being demanded, but I know they were trying to all bend over backwards to just get this, get this done. So what that figure was? Exact figure? I have no idea

1263Defendant Rinaldi35:18 Well, I know, but it says that he came you, you agree pay the 4000 which I had demanded, and then I still refuse. So I just wanted to see if this was accurate, to the best of your knowledge or not

1264Plaintiff Pierce35:34 I don't believe I was paying for 4000 I think they were waiving commissions

1265Defendant Rinaldi35:38 That's my understanding. No, no, that's separate from commission. But yes, that was my understanding. As is

1266Defendant Rinaldi36:33 I understand. Yeah. So obviously, there wasn't an agreement to work after the fact

1267Plaintiff Pierceto fix things.

1268Defendant RinaldiYes

1269Plaintiff Pierce36:39 I don't recall. I don't recall

1270Defendant Rinaldi36:50 in that folder. Exhibit this black one here. Yes, the altas are 11 and 12. So if you go there, I you start with 11, what you see is 23 okay, if you look on the second page

1271Plaintiff Piercesecond page

1272Defendant Rinaldiyep, payoff for first mortgage loan to Lincoln capital LLC, 148,766 you see that

1273Plaintiff PierceI have a different figure

here.

1274Defendant RinaldiThey might be

backwards.

1275Plaintiff PierceI have 145,000

1276Defendant RinaldiOkay, so that's the other one. So that's that's fine. So now go to the other Alta, the other sheet, and then same

place,

1277Plaintiff Pierce37:39 section 12,

1278Defendant Rinaldiyes

1279Plaintiff Pierce148,766

1280Defendant Rinaldi37:46 So it went up 3000 some odd dollars, and that was just a day difference during the March 5 meeting between Todd, Ryan, Matt and I, they discuss escrow funds for you in the loan. I didn't understand at the time, because I thought they were paying for it, but they actually bumped this loan amount up to provide funds for you at closing. Were you aware of that? Did anyone tell you that?

1281Plaintiff PierceI don't know

1282Defendant RinaldiSo no one said that there's escrow money being held. And you know, it's weird, I get it

1283Plaintiff Pierce38:26 I know there was supposed to be escrow funds held back

1284Defendant Rinaldi38:29 No, you may not have been, they didn't tell you a lot from what I've gathered. So I just wanted to see if you had any knowledge of that or not.

1285Plaintiff PierceSo I was just trying to buy a house

1286Defendant RinaldiI know, I know. I know.

Duress

1287Defendant Rinaldi53:04 Now I was told by both agents multiple times threaten that I'm going to lose the house from Lincoln capital. Did they ever discuss that with you or anything like that?

1288Attorney Monteleone53:18 Objection calls for hearsay statement of Mr. Age, Mr. Pierce's agent to Mr. Pierce is not an exception to hearsay Justice Daniel Billings 53:27 rule, objectionable rule. I think there are other exceptions that could apply.

1289Defendant Rinaldi53:32 Did they ever discuss, you know, Lincoln possibly taking the house and whatnot.

1290Plaintiff Pierce53:42 I'm sure they did. I mean, there was a lot of back and forth. I'm sure they did. I don't have a direct recollection of what they said.

1291Defendant RinaldiYeah

1292Plaintiff PierceI'm sure it was definitely said WOW

Duress

1293Defendant Rinaldi53:54 during that meeting that we had with everyone. We discussed the grout Woody was ready to kill me. I think you remember that. And then the door, which was Woody, again, two doors, i actually like the guy, but he's a little nuts, um. But then, as it kept going, Andy slapped the wall the insulation. Remember the insulation, insulation in that big bonus room that was missing, and they did the freaking, you know,

1294Plaintiff Pierceinfrared,

1295Defendant Rinaldiyeah, um, and do you recall Andy screaming at me during that?

1296Plaintiff Pierce54:33 I recall everybody screaming at

everybody

1297Defendant Rinaldi54:34 that was

nuts

1298Plaintiff PierceI can't specify who was screaming at who but it was very chaotic

1299Defendant Rinaldi54:39 Yeah So if there was all this equity in this home, why do you think I was getting such a hard time about little, little things and getting yelled at so much if, if there was so much equity,

1300Attorney Monteleone54:50 objection calls for speculation beyond this, this witness personal knowledge

1301Justice Billings54:56 objection

overruled

1302Plaintiff PierceRepeat the question

1303Defendant Rinaldi54:57 I was getting a lot of shit, excuse my term. But.

Yeah, there was, you know, clearly, a lot of equity in the house. So, you know, if you were to close, you would have walked into that. Why do you, you know, why? What your opinion on why I was getting so much they were so intense with me when, you know, really, they were benefiting. Well, you would have benefited if they allowed it to closed.

1304Plaintiff Pierce55:21 I don't really know. I mean, I think it was just everybody yelling at everyone and pointing the finger at

everybody yelling at everyone and pointing the finger at

everyone

1305Defendant Rinaldi55:26 mostly

me

1306Plaintiff Pierce55:27 I tried to defend you that day. You were great. You were you didn't do anything wrong there.

1307Defendant Rinaldi55:31 You actually tried to calm everyone down

1308Plaintiff PierceI did.

1309Defendant RinaldiYou did. You

did,

1310Plaintiff Pierce55:35 And what everyone was yelling about, like that. It's

kind of a big blur. All I know is,

1311Defendant Rinaldino, it was, it was nuts.

1312Plaintiff PierceYeah, I don't know specifically why they would be giving you a hard time over anyone else. It's probably because they all work together. Mcmf So did Andy ever see this house was very custom. He's in a beautiful area that's crazy, rocky wetlands a lot. You know,

1313Attorney Monteleone58:21 the question is essentially testimony, yeah, I will.

1314Defendant Rinaldi58:26 I'm sorry, yeah, um, did Amy to discuss with you, or did you ever ask any? I mean, how is he going to finish this in time? I know, you know, isn't your field. I hit that. But is there any other discussions like, you know, he's building himself. You know, it's going to take, you know, take a while.

1315Plaintiff Pierce58:46 I mean, I'm, I'm sure there was, but, you know, I trusted your work at the time that that you were going to get this project done. Yeah.

1316Defendant Rinaldi58:53 I mean, obviously, yeah. Well, covid got worse, and then you are, were you aware that to fix a lot of Derek Gray's work.

1317Plaintiff Pierce59:03 I wasn't

filled

1318Defendant Rinaldi59:06 in on details other than that meeting where you saw the glow, yeah. Now, what is your opinion on what you saw that day, the things I brought up, if you remember, Unknown 59:16 I couldn't tell you anything of substance.

1319Defendant Rinaldi59:20 I understand, but obviously you're aware that there I was. You know, there was stuff put in improperly that needed to be fixed

1320Plaintiff Pierce59:27 fixed. Yeah, I just really remember you. And then all your gentlemen

1321Defendant Rinaldi59:30 yelling.

Everyone

1322Plaintiff Pierce59:33 was very chaotic. I don't respond well to those. Yeah, it was

1323Defendant Rinaldi59:35 nice. I was Yeah. Bring Anyways. Andy Lord, he definitely was, I mean, I question, sir, yeah, sorry, sorry, sorry, um, after the closing fell through, Matt was one of your witnesses. Did you meet with him? Do you guys have, um. Um, kind of discussions were between you and Matt at that point.

1324Attorney MonteleoneObjection calls for hearsay statement at a point in time in which the agent is no longer Miss rinaldi's Agent after the closing had fallen through Justice Daniel Billings 1:00:17 objections over

1325Plaintiff PierceI didn't speak much with them. I believe I saw him a total

1326Defendant Rinaldiof maybe 20 minutes. Yeah, he wasn't around, yeah, but he did. It is correct that he was NAFTA before for you guys early on, I believe so, yeah, but that was nothing between you and you and no, no discussions were between you and him. Was between maybe Andy and him, Unknown 1:00:43 or something along those lines,

1327Plaintiff PierceI hardly ever spoken. Okay,

Demand

1328Attorney Monteleonetwo questions Ronnie get anyways. Questions,

regarding the possession prior to closing addendum that came after construction was delayed seemed to suggest that you were not affected or harmed by the delays. How did the months long delays from when the project was scheduled to be completed to when it was scheduled to be closed, actually affect

you?

1329Plaintiff PierceWell, I believe, if I remember correctly, our original close was for November, if I remember correctly, and I had planned for that. So I given up my shops, days, shut down my business, left her career, and preparation to move. So it was, you know, and then we fast forward to March. We had just been in limbo that whole time. Everything was packed. We were living out of boxes. The pressure was on for us. It was, it was it was not a good situation. I mean, it was just every day, you know, every time we spoke, it's going to be ready next week, ready next week. And it just, it turned into a very light process and

Shush's

1330Attorney Monteleoneanother point and and Mr. Rinaldi's questioning, he had, he observed that you have benefited, had and others affiliated with the attract the transaction allowed you to close. In fact, who prevented this from this transaction from closing? Why is that?

1331Defendant Rinaldiwhen we first met at the property and we were discussing, you know, what I'd like to do with it and this and that before you made an offer. We all like having, you know, Good talk, because obviously this house is, again, not cookie cutter. Sorry, you had mentioned you don't care if this takes till next year long since built, right? Do you remember us having that conversation when you very first met,

1332Plaintiff PierceI don't recall specifically saying that, yeah, I could have,

1333Defendant RinaldiGot you

1334Plaintiff Piercethat conversations for many years

ago,

1335Defendant RinaldiThings changed in you know, also, yeah, the question was, oh, sorry, he asked you, who caused the were you aware I was driving to closing when I got the call for Matt, where he was telling me to shove it up, you know, so you weren't aware if

1336Plaintiff PierceI wasn't involved in any of those conversations, they were back and forth with you

1337Defendant RinaldiSo Matt, so was when Matt was screaming at me, you weren't

1338Plaintiff PierceI don't believe I was even present for that. I don't, believe Matt was even at the office

1339Defendant Rinaldiokay, oh, really

1340Plaintiff PierceI don't recall. I know that I had zero involvement with those conversations.

1341Defendant RinaldiYeah, I got you.

1342Plaintiff PierceI was just at the closing table